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EEOC v. Polycon Industries, INC

Judge Rudy Lozano

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EEOC v. Polycon Industries, INC

Keywords

EEOC v. Polycon Industries INC, 2:09-CV-141, Sex, Female, Disparate Treatment, Assignment

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF INDIANA
HAMMOND DIVISION**

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)
)
Plaintiff,)
)
vs.) Case No.: 2:09-CV-141
)
POLYCON INDUSTRIES, INC.)
)
Defendant.)

CONSENT DECREE

The Equal Employment Opportunity Commission ("Commission" or "EEOC") instituted Civil Action No. 2:09-cv-141 under the authority granted by Sections 706(f)(1) and (3) and 707 of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e-5(f)(1) and (3) and 2000e-6 ("Title VII"), and Section 102 of Title I of the Civil Rights Act of 1991, 42 U.S.C. § 1981a. The EEOC's action was brought to correct alleged unlawful employment practices on the basis of sex. In its Amended Complaint, the EEOC alleged that Defendant, Polycon Industries, Inc. ("Defendant" or "Polycon"): (i) had a pattern or practice of failing or refusing to assign individuals to production jobs based on sex; (ii) had a pattern or practice of failing or refusing to promote individuals to higher paying production jobs based on sex; and (iii) failed to make and preserve records as required by Title VII. Polycon has not admitted to any of the alleged violations and specifically denies the allegations.

The Commission and Polycon hereby stipulate to the jurisdiction of the Court over the parties and the subject matter.

The parties have advised the Court that they desire to resolve Civil Action No. 2:09-cv-141 without the burden, expense, and delay of further litigation.

It is, therefore, the finding of the Court, based on the pleadings and the record as a whole, that: (1) the Court has jurisdiction over the parties and the subject matter of this action; (2) implementation of this Decree will advance the purposes and provisions of the Title VII; and (3) this Consent Decree resolves all claims in controversy in this lawsuit.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED as follows:

PART ONE: GENERAL PROVISIONS

Section 101: Non-Discrimination in Employment

Polycon will comply with all provisions of Title VII. In particular, Polycon: will not discriminate against any applicant or employee on the basis of sex; will not engage in any act, policy, or practice that has the purpose or effect of discriminating against any individual on the basis of sex in employment or employment placement; and will maintain a work environment that is free from such discrimination.

Section 102: Non-Retaliation

Polycon will not retaliate or discriminate against any of its employees, former employees, or applicants for employment because the individual has (a)

made a charge or opposed an unlawful employment practice under Title VII or any other law enforced by the EEOC or (b) assisted or participated in any manner in an investigation, proceeding, or hearing under Title VII or any other law enforced by the EEOC.

Section 103: Record Retention

Polycon will maintain the applications and employment records required by Section 709(c) of Title VII, 42 U.S.C. § 2000e-8(c), and 29 C.F.R. § 1602.14.

Polycon will retain all employment records as defined by the above-cited provisions throughout the duration of this Consent Decree. Polycon will keep all records pertaining to the hiring, placement, or promotion of employees, including but not limited to all applications and notes pertaining to placement of new hires, all job postings for open positions, all sign-up sheets or applications concerning any job openings, any interview notes for the same, and applicant flow logs pertaining to all positions in a readily available format. Polycon will organize a secure file cabinet in which to store, throughout the term of this Consent Decree, all documents as required by this paragraph.

PART TWO: POSTING AND TRAINING

Section 201: Posting

Polycon will within five days of entry of this decree post the Notice of Non-Discrimination Policy (Attachment A) in conspicuous locations visible to applicants and employees at its Merrillville, Indiana facility. Said Notices shall remain posted throughout the term of this Decree.

Section 202: Manager/Supervisor Training

Polycon shall provide training for all supervisory and management employees of Polycon whose duties touch on or involve hiring, wage determinations and/or promotions. This training will cover: (a) the record-keeping obligations of Title VII; and (b) what constitutes an unlawful employment practice under Title VII. At a minimum, this training will cover stereotyping and how to avoid subjective bias in hiring, placement and promotion; the prohibition on making placement or promotion decisions on the basis of sex; Title VII's prohibitions against retaliation; and the obligation to retain applications, sign-up sheets for job openings and promotions and other documents pertaining to the hiring, placement or promotion of employees.

The training will be conducted within 90 days of the date of entry of this Decree, and will be repeated approximately 12 and 24 months thereafter, with appropriate updates and revisions. No fewer than thirty days before each training, Polycon will provide notice to the Commission of the date, time, and place of the training, and will send to the Commission a copy of the training program and all written materials to be used. The Commission may provide reasonable input on the content of the training but shall do so no later than ten days prior to the training.

Section 203: Training of All Employees and New Hires

Polycon shall, within 90 days of the consent decree's effective date, provide one one-hour EEO/anti-discrimination training for all employees that

will, at a minimum, cover the topics in the first paragraph of Section 202 to the extent those topics relate to non-supervisory employees. All subsequent new hires shall receive this training within 120 days of hire for the effective duration of this consent decree.

PART THREE: EMPLOYMENT PRACTICES

Section 301: General Record Retention Policy

Within thirty days of the entry of this Consent Decree, Polycon will adopt a written policy to keep all employment records as required by Section 709(c) of Title VII, 42 U.S.C. § 2000e-8(c), and 29 C.F.R. § 1602.14.

The policy will make clear that “employment records” include handwritten notes of conversations with applicants or employees seeking promotion, sign-up sheets, post-it notes, and other informal written documents concerning the same. A copy of the policy will be provided to all human resources, supervisory and/or management employees.

Section 302: Non-Discrimination Policy

Within thirty days of the entry of this Consent Decree, Polycon will affirm (or revise to the extent necessary to comply with this provision) its written policy of non-discrimination in the workplace, which will, among other things, include contact information for at least one person at Polycon to whom employees may report discrimination. A copy of this policy will be provided to all production employees.

Section 303: Non-Retaliation Policy

Within thirty days of the entry of this Consent Decree, Polycon will affirm (or revise to the extent necessary to comply with this provision) its written policy that will make it clear that Polycon will not retaliate or discriminate against any of its employees, former employees, temporary or daily laborers, or applicants for employment because the individual has opposed an unlawful employment practice or has assisted or participated in any manner in an investigation, proceeding, or hearing pertaining to an alleged unlawful employment practice. A copy of this policy will be provided to all employees.

Section 304: EEO Policy

Within thirty days of the entry of this Consent Decree, Polycon will affirm (or revise to the extent necessary to comply with this provision) its written policy that when Polycon advertises for employment, the advertising will clearly indicate that Polycon is an EEO employer. A copy of this policy will be provided to all employees.

Section 305: Job Placement and Promotion

During the duration of this Consent Decree, unless there are no female applicants during any given hiring period who meet the legitimate, non-discriminatory criteria applicable to all individuals placed into a Utility Production position, Polycon shall offer to hire two females applicants into its Utility production positions for every offer to a male applicant until such time as the offers for Utility production positions cause the gender composition of

the position to reach a level consistent with external availability data (50% male, 50% female). Whenever a female new hire is placed into a Utility production position in compliance with this section, that individual shall receive a wage no less favorable than the existing rate of pay for a Utility production position at the time of placement. Nothing in this paragraph shall require Polycon to force any female to take or remain in a Utility production position.

During the term of this Consent Decree, for every machine operator positions that Polycon seeks to fill after this consent decree is executed, Polycon shall provide all female production employees written notice of the opening, and the job description and qualifications for this position. Polycon shall include in its written notice information concerning how and by what deadline any individual must indicate their interest in such openings. If a female expresses an interest in the position, Polycon shall offer those openings to female candidates subject to legitimate, non-discriminatory criteria applicable to all individuals placed into a machine operator position. If no qualified female applies for any of these positions, then Polycon may fill the position with the most qualified male applicant. If no then current employee expresses an interest in the position, Polycon may seek external candidates and fill the position with the most qualified candidate.

Whenever a female candidate is placed into a machine operator position in compliance with this section, that individual shall receive a wage no less

favorable that the starting rate of pay for the position at the time of placement. Polycon will not be required to offer open positions to female candidates if the workforce composition of machine operators at that time is equivalent to the external availability described in Section 1201 of this Consent Decree. In such a situation, interested females shall be considered for the opening in the same manner as interested males.

PART FOUR: MONETARY RELIEF FOR CLASS MEMBERS

Section 401: Definition of Class

For purposes of this Consent Decree, the class members consist of those females who between September 1, 2005 and March 31, 2010: a) were hired and placed in packer positions; and/or b) who expressed an interest in a machine operator position but were denied the opportunity to apply or compete fairly for such a position. Attachment B is a list of names of the class members.

Section 402: Damages Fund

Polycon will pay \$170,000.00 in monetary relief to resolve this lawsuit. The amount will be used to pay \$129,500.00 in alleged back pay and interest and \$40,500.00 in alleged compensatory damages.

The funds will be paid by Polycon as follows: Within fourteen (14) days of the entry of this decree, Polycon will deposit \$100,000.00 into an escrow or similar account for the sole benefit of the class members with a financial institution approved by the parties, whose cost of holding the settlement funds

shall be paid by Polycon. No later than October 15, 2010, Polycon will make a second deposit of \$70,000.00 into the same account with the agreed upon financial institution. Polycon shall relinquish all rights to these deposits, including any interest that accrues. The deposited funds, including any accrued interest, will be paid to class members pursuant to the direction of the EEOC as specified below.

Section 403: Determination of Individuals Who Will Get Relief

The EEOC will determine which class members will receive a share of the damages fund, and in what amounts. Polycon shall not participate or have any role in determining eligible claimants or amounts payable to such individuals. The Commission's determinations may be subject to review at a fairness hearing conducted by the Court. Polycon will not challenge the EEOC's determinations.

Section 404: Defendant's Responsibility for Withholding

Polycon shall be responsible for paying its share of all applicable payroll taxes for the settlement funds attributable to back wages paid to each claimant. Polycon shall issue a W-2 for any payment of back wages, and all withholding required by law shall be deducted from the same.

Polycon will issue a form 1099 for compensatory damages paid to any claimant. Polycon will not withhold any amounts from payments to any claimant for compensatory damages.

PART FIVE: CLAIMS PROCESS AND FAIRNESS HEARING

Section 501: Claim Form

Within sixty days of entry of this Consent Decree, the EEOC will send, via U.S. mail, a Notice (Attachment C) with a Claim Form (Attachment D) to the class members at their last known address. If any notices are returned to the EEOC as undeliverable, the EEOC will attempt to find a more current address for those individuals via Accurint searches. If a more current address is found, the Commission promptly will re-mail the Notice and Claim Form to the more current address.

Section 502: Class Members Eligible for Relief

To be eligible for relief, a class member must return a claim form to the EEOC with a postmark or via hand-delivery no later than forty-five days after the EEOC has mailed the last Notice pursuant to Section 501. Those individuals for whom the EEOC is unable to find a current address even after an Accurint search will not be eligible for relief under this Consent Decree.

Section 503: Disqualification for Failure to Update Address

A class member eligible for relief may be disqualified from receiving relief under this Consent Decree if the individual fails to notify the EEOC of an address change.

Section 504: Notice of Proposed Distribution

No later than one-hundred twenty days after the EEOC has mailed the last Notice pursuant to Section 501, the Commission will file with the Court a

list of class members who are eligible for relief under this Consent Decree, itemizing the amount of damages for each individual. The Court will then issue a notice of proposed distribution (Attachment E). The Commission will promptly serve that notice via U.S. mail on all class members for whom the EEOC has a current address.

Section 505: Letters of Disagreement

Individuals may submit to the Court letters indicating any disagreement with the proposed distribution, including any disagreement they may have with not being listed among the individuals who will receive an award or as to the size of any payment.

This procedure will be the sole means by which individuals may challenge the proposed distribution under this Consent Decree.

Section 506: Fairness Hearing

If no letters of disagreement (Section 505) are submitted to the Court within 60 days of the EEOC's service of the notice of proposed distribution (Section 504), the Court will issue a final order of distribution.

If a letter of disagreement (Section 505) is submitted to the Court within 60 days of the EEOC's service of the notice of proposed distribution (Section 504), the Court will schedule a fairness hearing. The Court will serve notice of the fairness hearing on the parties and any individuals who have submitted a letter of disagreement to the Court. At the fairness hearing, individuals who have submitted letter objections will have an opportunity to be heard. At the

conclusion of the fairness hearing, the Court will render any appropriate rulings, including a final order of distribution.

Section 507: Payments to Class Members

Class members will be paid in accordance with the Court's final order of distribution (Section 506). Payments will be made by the financial institution holding the settlement funds or by Polycon's payroll service after a secure transfer of the settlement funds from the financial institution to such payroll service.

PART SIX: CONTINGENCY FOR REMAINING FUNDS

If for whatever reason any part of the \$170,000.00 in funds intended for the class members under this Consent Decree is unable to be paid as designated above, the remainder shall be split evenly among the class members who receive an award pursuant to this Decree.

PART SEVEN: REPORTING REQUIREMENTS

Section 701: Initial Report

Within 120 days of entry of this Consent Decree, Polycon will submit a report to the EEOC detailing compliance with this Decree. Polycon will certify to the EEOC's Regional Attorney that it has complied with Sections 201, 301, 302, 303, 304, 305, and 402. Polycon will certify that it has in place a secure file cabinet pursuant to Section 103. Polycon will provide a copy of each policy adopted pursuant to Section 301, 302, 303, 304, and will provide a copy of each

notice sent pursuant to Section 303 and 305. In addition, Polycon will provide a copy of the deposit check (Section 402).

Section 702: Annual Reports

Polycon shall submit at least three annual reports, the first due by November 1, 2010, and the others by November 1, 2011, and November 1, 2012, and subsequently every twelve months for the effective duration of this Consent Decree. Polycon shall include the following information in each report:

- i. the dates and topics of all training programs offered concerning Title VII;
- ii. a copy of all written materials relied on or disseminated at each training program;
- iii. the name and position of each individual who attended each training program;
- iv. a list of employees, identified by name and position, who in the previous 12-month period have complained of sex discrimination at Polycon;
- v. the results of any investigation of a complaint of sex discrimination (iv), including all notes and witness statements;
- vi. any actions taken by Polycon in response to a complaint of sex discrimination (iv).
- vii. certification by Polycon that it has complied with Part Seven of this Consent Decree in the appropriate annual report.

Section 703: Reporting Process

All reports to the EEOC under this Consent Decree will be sent to the attention of Laurie A. Young, Regional Attorney, or her successor, Equal

Employment Opportunity Commission, 101 West Ohio Street, Suite 1900,
Indianapolis IN 46204-4239.

PART EIGHT:

Section 801: Possibility of Closing/Reopening

If Polycon closes its Merrillville, IN facility and opens a facility within a sixty-mile radius of Indianapolis, any provisions in this Consent Decree will apply to that facility.

Section 802: Reporting Requirement

Polycon will keep the EEOC notified of the status of the Merrillville, Indiana facility. In particular, if Polycon closes this facility or opens a facility within a 60-mile radius of Merrillville, Polycon will promptly notify the EEOC as provided in Section 703.

PART NINE: ADMINISTRATION OF THE CONSENT DECREE

Section 901: Role of EEOC

The EEOC may review compliance with this Consent Decree. As part of such review, the EEOC may inspect the premises, interview employees, and examine and copy documents. From time to time, the Commission may request the opportunity to review all, or a portion, of Polycon's applications, sign-up sheets, employment records, and/or any other record maintained pursuant to Section 103 above. Within five business days of such a request, Polycon will make available to the Commission for inspection the secured cabinet

established pursuant to Section 103 above and any records the EEOC has requested to inspect.

Section 902: Costs of Administration

Polycon shall bear all costs of administering the settlement and payment of relief to class members as provided in this Consent Decree.

Section 903: EEOC Monitoring

In the event that the EEOC alleges that a violation of this Consent Decree has occurred, the EEOC shall give notice in writing specifically identifying the alleged violation to Polycon. Polycon will have ten days in which to investigate and respond to the allegation.

PART TEN: COSTS

Except as otherwise noted in this Consent Decree, each party will bear its own costs of the litigation.

PART ELEVEN: DECREE BINDING ON SUCCESSOR

This decree shall be binding on Defendant and its successors and assigns in interest. If, however, Defendant sells all or substantially all of its assets, to another person or entity within one year of signing this decree, Defendant shall provide notice to the Commission of any transfer of ownership within (30) thirty days after the definitive agreement for sale of the business or the actual date of sale of the business, whichever occurs earliest.

PART TWELVE: RETENTION OF JURISDICTION

Section 1201: Term of the Decree

The term of this Consent Decree shall be for five (5) years or until the gender composition of Polycon's machine operator and utility production positions reaches a level consistent with external availability data, whichever period of time is shorter but no less than three years following the date of entry of the Decree. External availability data indicates that the gender composition for the Utility production position is 50% male, 50% female; and that gender composition for the machine operator position is 85.5% male, 14.5% female.

Section 1202: Retention of Jurisdiction

The Court will retain jurisdiction of this cause for five years for purposes of monitoring compliance with the Consent Decree and entry of such further orders or modifications as may be necessary or appropriate.

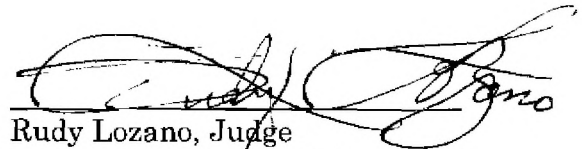
PART THIRTEEN: DISMISSAL OF CROWN PACKAGING INTERNATIONAL, INC., WITH PREJUDICE

Section 1301: Dismissal of Crown Packaging International, Inc., with prejudice

The second sentence of the first paragraph of this Court's December 1, 2009, Order (Docket No. 21) is hereby AMENDED to read as follows: "After due consideration, this Court **APPROVES** the stipulation and **ORDERS** the Clerk to **DISMISS** Defendant, Crown Packaging International, Inc. from this case **with prejudice.**"

SO ORDERED.

Date: 8/13/10


Rudy Lozano, Judge
United States District Court
Northern District of Indiana

EMPLOYEE NOTICE

Posted Pursuant to an Agreement Resolving a Charge of Employment Discrimination filed with the

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION Indianapolis District Office

This Notice is being distributed and posted by agreement between Polycon Industries, Inc. and the United States Equal Employment Opportunity Commission, resolving Civil Action No. 2:09-cv-141 in the United States District Court for the Southern District of Indiana.

Federal law prohibits discrimination against any employee, former employee, or job applicant because of the individual's sex, race, color, religion, national origin, disability, or age (over 40).

Federal law also prohibits retaliation of any kind against any person who has opposed any practice made unlawful under federal law or because an individual has filed a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing.

Polycon Industries, Inc. supports and will comply with federal law in all respects and will not take any actions against employees because they have exercised their rights under the law. Polycon Industries, Inc. agrees not to discriminate in employment, will conduct a training program on Title VII of the Civil Rights Act of 1964, and will not retaliate against an individual who files a charge of discrimination.

If you have any complaints of discrimination, you may contact the EEOC at the address or telephone number given below. An employee has the right, and is encouraged to exercise that right, to report allegations of employment discrimination in the workplace. An employee may contact the U. S. Equal Employment Opportunity Commission for the purpose of filing a charge of employment discrimination.

Questions concerning this notice may be addressed to:

Equal Employment Opportunity Commission
101 West Ohio Street, Suite 1900
Indianapolis, Indiana 46204-4239
(317) 226-7212, (317) 226-7848, or (800) 669-4000
TTY (317) 226-5162

ATTACHMENT A

List of Class Members
To Accompany Section 501 of the Consent Decree in
EEOC v. Polycon Industries, Inc, Civil Action No. 2:09-cv-141

[Names to be inserted upon final identification of all class members eligible for relief as defined in Section 401.]

1. Drazo Acamovic
2. Renee Adams
3. Aurora Aguilar
4. Jennifer Aguilar
5. Stephanie Aguilera
6. Maria Agustin
7. Antimonette Ajani
8. Leticia Alanis
9. Kathleen M. Albertson
10. April Allen
11. Katira-Esther Allen
12. Alisha Anderson
13. Catina Anderson (Chambers)
14. Deborah Andrews
15. Monique Anthony
16. Veneta Anthony
17. Patricia Araiza
18. Maria Arceo
19. Ericka Ard
20. Guillermina Avalos
21. Rocio Avila
22. Latonya Ball
23. La'Shondrea Barber
24. Na'Tasha Barnes
25. Kathleen Barnett
26. Donna Bartnik
27. Antonia Bearden
28. Vanessa Beasley
29. Marcella Bell
30. Schere Bell
31. Dolorfino Bernardino
32. Mary Billingsley
33. Alberta Blondet
34. Vanessa Bond
35. Chanel Borman
36. Cynthia Boyd
37. Kirby Bracey

38. Angela Bradley
39. Leslie Brazell
40. Genise Brennan
41. Genna Briones
42. Lorraine Brooks
43. Gloria Ann Bross
44. Roshanda Brown
45. Shereya Brown
46. Sonya Brown
47. Noemi Bruno
48. Patti Buis
49. Dolores Cabello
50. Mary Cabello
51. Angela Camp
52. Sheila Canete
53. Tammy Cannon
54. Maria Carrasco
55. Estela Carrera
56. Shannon Carroll
57. Essie Carr-Thurmond
58. Rita Cazares
59. Eva Chavarria
60. Christie Christmas
61. Sharon Cobb
62. Nicole Coe
63. Quiana Coleman
64. Cecelia Coleman
65. Susan Jeannie Collier
66. Kathryn Cooper
67. Regina Cooper
68. Tiffany Cooper
69. Rachel Corral
70. Sabrina Croake
71. Lakeia Crossley
72. Angela Cullum
73. Delores Cullum
74. Ebony Curtis
75. Britny D Daniels
76. Rachel Dean
77. Tuwanda Dean
78. Alicia Decamarillo
79. Maria Delgado
80. Dawn Diaz
81. Naomi Garcia Dixon

82. Mary Dodds
83. Elizabeth A Dopiriak
84. Tedra DuBose
85. Gloria Eagle
86. Evajane Ellis
87. Ebony English
88. Josefina Espino
89. Cindy Espinoza
90. Angela Espinoza
91. Bobbie Estes
92. Jenny Fernandez
93. Maria Ferreira
94. Jackie Finney
95. Sylvia Flores-Cuadrado
96. Victoria Ford
97. Katrina Ford
98. Diana Forrester
99. Isabelita Fraticelli
100. Sherry Freville
101. Eva Frieson
102. Naomi Garcia
103. Juanika Gardner
104. Antia Gibson
105. Glenda Gibson
106. Mary Ellen Gillian
107. Jessica Gomez
108. Amparo Gomez
109. Johanna Gomez
110. Veronica Gonzalez
111. Carol Gower
112. Shameeka Green
113. Trecia Green
114. Susan Grish
115. Alicia Guzman
116. Zanobia Hair
117. Martell Hamilton
118. Therese Hammar
119. Regina Hammah
120. Rhonda Hardin
121. Angela Hargro-Dickson
122. Pauline Harper
123. Lacinda Harris
124. Quiana Harris
125. Tatiana Harris

126. Angela Harris
127. Donna Harris
128. Sandra Hart
129. Chenille Hawkins
130. Legia Hawkins
131. Vermeka Hayes
132. Sandra Heiser
133. Tyionda Henry
134. Brenda Hernandez
135. Joanna Hernandez
136. Karina Hernandez
137. Michelle Hernandez
138. Ambrosia Hill
139. Porchae Hill
140. Benita Hobson
141. Amanda Holly
142. Bridget Holman
143. Erika Holman
144. Ardis Holmes
145. Helen Hough
146. Corey Howell
147. Jeanil Hunter
148. Sheila Jackson
149. Jessica Jackson
150. Aziza Jahovic
151. Matilda Jamison
152. Rosalua Jeronimo
153. Rasalua Jeronmo
154. Ebony Johnson
155. Sonya Johnson
156. Melaneese Johnson
157. Bridgett Jones
158. Candace Jones
159. Mozell Jones
160. Rozeda Jones
161. Sharone Jones
162. Tamika Jones
163. Tina M. Jones
164. Valarie Jones
165. Tanequea Jordan
166. Shirley Kasting
167. Alisha L Kerkulah
168. Kendra Kinsey
169. Wilma Klaubo

170. Vickie Landrum
171. Ana K Lara
172. Kimesha Lawrence
173. Jennifer Ledbetter
174. Reba Ledbetter
175. Wil-Shanda Lee
176. Yvonna Lee
177. Antoinette Lewis
178. Jami Link
179. Margarita Lomeli
180. Christie Lopez
181. Patricia Lyte
182. Radojka Marinkovich
183. Tijuana Martin
184. Quenesha Martin
185. Claudia Martinez
186. Martha Martinez Corona
187. Darby Massie
188. Tifony McClendon
189. Judy McConnehey
190. Linda Lexus McIntyre
191. Yolanda Medina
192. Margarita Melendrez
193. Tennille Melton
194. Ernestina Mercado
195. Louise Meuzellaar
196. Jennifer Mick
197. Heather Miller
198. Shanna Miller
199. Ashley M. Mills
200. Courtney S Mitchell
201. Tewana Mitchell
202. Diane Mitchell
203. Gail Mitchell
204. Heather Mladenik
205. Erika Molina
206. Audra Molyneaux
207. Jennifer Montejano
208. Cindy Moore
209. Shamethia L Moore
210. Doreen Mores
211. Natasha Morris
212. Shree Morris
213. Christina Mosley

214. Tanisha A Mukes
215. Alexandra R Mullins
216. Erica Mullins
217. Nicole Murray
218. Lubica Najdeska
219. Tanya Nance
220. Emily Nennert
221. Denise L Northern
222. Elsa Olague
223. Debra J Overton
224. Patricia Palmer
225. Nicole Parker
226. Michelle Parkton
227. Sherrika Parson
228. Tanisha Patterson
229. Terri Pearson
230. Catherine Pedroza
231. Rosaura Pedroza
232. Ileana Pena
233. Sara Perez
234. Amanda Perez
235. Bozana Petkovic
236. Stacy Phillips
237. Tenneille Porch'e
238. Tammy Puente
239. Irene Quiroz
240. Rosalind Ragland
241. Irma Ramirez
242. Christina Ramos
243. Beverly Randle
244. Natalie Rardin
245. Kristy A. Reed
246. Linder L. Reid
247. Johnetta Rice
248. Diedra Rich
249. Latwinna Richards
250. Amy Roberts
251. Yolanda Robinson
252. Myra Rodriguez
253. Patricia Rodriguez
254. Dawn Romine
255. Jordan Roque
256. Shantale Ross
257. Brie Rudolph

258. Jeanna Ruffin
259. Irma Salasar
260. Deborah Sams
261. Patricia Scott
262. Joni Serles
263. Ester Serrano
264. Lakea Sewell
265. Susan Simmons
266. Theresa Sisk
267. Angela Slouf
268. Deanna Smith
269. Sonja Sotiroski
270. Raquel Sparks
271. Chakakan Spearman
272. Vicki Sperka
273. Schaunte Springfield
274. Robynn Stewart
275. Yvette Stigger
276. Tina Strehler
277. Shay Sullivan
278. Carmela Sumbingco
279. Ariel Sumbingco
280. Cornelia C Summers
281. Jonella Swift
282. Nicole Taylor
283. Chantell S. Terry
284. Deborah Thomas
285. Satalia Thomas
286. Sharon Thomas-Griffith
287. Martie Thompson
288. Naomi Tidwell
289. Quiasha Tillman
290. Laura Towasnicki
291. Michelle M. Travers
292. Antrice Travis
293. Christina Trevino-Mitchell
294. Hollie Trotter
295. Suzana Trpkoski
296. LaQuita Tyler
297. Martha Vazquez
298. Iraida Velez
299. Maria Velez
300. Marija Veljanoska
301. Madeline Vigil

- 302. Rebecca Vinezeano
- 303. Dobrila Vjestica
- 304. Falicia N. Wade
- 305. Jacqueline Walczak
- 306. Juanita Walker
- 307. Latoia Walker
- 308. Dolores Walker-Cook
- 309. Marilyn Walton
- 310. Kristyn Washington
- 311. Debra Watson
- 312. Sonya Wheat
- 313. Diantha Whetsell
- 314. Shavanna Willhite
- 315. Andrea Williams
- 316. Azelea Williams
- 317. Florence Winfield
- 318. Jennifer Wingard
- 319. Tangula Woods
- 320. Christina Wright
- 321. Shamika Wright
- 322. Sherry Wright
- 323. Barbara Young
- 324. Kimberly Young

ATTACHMENT B

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF INDIANA
HAMMOND DIVISION**

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)

Plaintiff,)

vs.)

POLYCON INDUSTRIES, INC.)

Defendant.)

Case No.: 2:09-CV-141

NOTICE OF PROPOSED SETTLEMENT

The United States Equal Employment Opportunity Commission ("EEOC") is an agency of the United States that enforces Title VII of the Civil Rights Act of 1964, which prohibits, among other things, discrimination in employment on the basis of sex. The EEOC and Polycon have asked that the District Court for the Northern District of Indiana enter a Consent Decree to resolve a lawsuit filed by the EEOC against Polycon. The lawsuit alleges, among other things, that Polycon unlawfully discriminated against females in the assignment of and promotion to certain production positions. Polycon has denied these allegations.

- You are being notified because you may be eligible to participate in the settlement. **TO PRESERVE YOUR RIGHTS, YOU MUST FILL OUT AND RETURN A TIMELY CLAIM FORM.** In order to participate, you must meet the following requirements:

- You are female.
- You were placed into a packer position and would have been willing to work in a utility position any time between September 1, 2005 and March 31, 2010.
- You sought a promotion to a machine operator position or desired a promotion to a machine operator position any time between September 1, 2005 and March 31, 2010 but did not apply because someone told you that women would not be promoted to this position.
- You fill out and return both pages of the Claim Form enclosed.
- You must keep the EEOC informed of your current address and phone numbers if you move or they change.

Even if you have already had contact with the EEOC or have spoken with an individual at the EEOC, you should still fill out and return a Claim Form.

If you have any questions, you may call the EEOC at (317) 226-[number to be inserted]. You do not need to call in order to participate in the settlement, but you should return a completed Claim Form.

All claims will be reviewed by the EEOC to determine eligibility for participation in settlement.

ATTACHMENT C – Page 2

<NAME>
<ADDRESS>

CLAIM FORM
Pertaining to *EEOC v. Polycon Industries, Inc.*

1. Correct legal name (please print): _____
2. Current address and phone numbers: _____
(You must inform the EEOC of
any change in address or phone #.) _____

3. Are you a female? _____
4. Social Security Number: _____
(This is needed to pay you back wages, if any are due to you.)
5. Have worked at Polycon Industries, Inc.? _____
If so, when did you work there? _____
If so, what position(s) were you placed in? _____

6. Did you ever apply for a machine operator
position or have an interest in working as a
machine operator? _____
If so, when? _____
If so, what was outcome? _____

7. Any other explanation or clarification: _____

I solemnly affirm under penalty for perjury that the information provided on the preceding page is true. I understand that providing false information to the EEOC may disqualify me from participating in the settlement even if I am otherwise qualified.

Dated: _____
(Signature) _____

Claims Forms must be promptly returned to:

Lectric Chandler
EEOC Claims Officer for EEOC v. Polycon Industries, Inc.
U.S. Equal Employment Opportunity Commission
101 West Ohio Street, Suite 1900
Indianapolis IN 46204-4239

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF INDIANA
HAMMOND DIVISION**

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	
)	
Plaintiff,)	
)	
vs.)	Case No.: 2:09-CV-141
)	
POLYCON INDUSTRIES, INC.)	
)	
Defendant.)	

NOTICE OF PROPOSED DISTRIBUTION

The Court now issues this Notice of Proposed Distribution, to be sent to all Class Members. Pursuant to Section 504 of the Consent Decree entered in this case, the Equal Employment Opportunity Commission has filed a list of class members who are eligible for relief under the Decree, itemizing the amount of damages for each individual. The Court now ORDERS that that list, along with this Notice, be served on all class members for whom the EEOC has a current address.

If any individual class member has an objection to the proposed distribution of funds, that class member shall send to the Court, within 30 days of this Notice, her objection, specifically explaining the objections and the grounds for it. Any objection shall include the Civil Action Number for this case (2:09-cv-141) and be sent to the following address:

ATTACHMENT E – Page 1

Clerk for the United States District Court
U.S. Courthouse/5400 Federal Plaza,
Hammond, Indiana, 46320

Those class members who have no objection to the proposed distribution should NOT send anything to the Court. Any individuals may direct questions to the EEOC at the following address or telephone number:

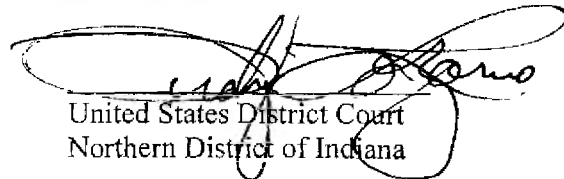
Equal Employment Opportunity Commission
101 West Ohio Street, Suite 1900
Indianapolis IN 46204-4239
(317) 226-0538

Individuals are cautioned, however, that the only way to preserve a disagreement with the proposed distribution is to submit a letter to the Court as set forth above.

SO ORDERED.

Date: _____

8/13/10


United States District Court
Northern District of Indiana

ATTACHMENT E – Page 2