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Judge Zita L. Weinshienk

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EEOC and Arellano v. Hamilton Sundstrand Corporation

Keywords

EEOC and Arellano v. Hamilton Sundstrand Corporation, 03-Z-1663 (PAC), Protected Class, Race, Hispanic or Latino, Disparate Treatment, Hostile Work Environment, Terms and Conditions, Class Action, Consent Decree, Title VII

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WMAY 20 2005
IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

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Senior Judge Zita L. Weinshienk

^REGORYC^LANGHAM

Civil Action No. 03-Z-1663 (PAC) /V

/

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,

Plaintiff,

v.

HAMILTON SUNDSTRAND CORPORATION,
a Delaware corporation,

Defendant,

and Consolidated Civil Action No. 03-Z-0984 (PAC)

RAYMOND A. ARELLANO,

Plaintiff,

v.

HAMILTON SUNDSTRAND CORPORATION,
a Delaware corporation,

Defendant.

•• CONSENT DECREE

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I. RECITALS

1. This matter was instituted by Equal Employment Opportunity Commission ("EEOC" or "the Commission"), an agency of the United States, against Defendant Hamilton Sundstrand Corporation, a Delaware Corporation, under Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), and Title I of the Civil Rights Act of 1991 ("CRA") to correct alleged unlawful employment practices on the basis of national origin, including subjecting Hispanic employees to a hostile work environment, harassing Hispanic employees, and subjecting Hispanic employees to disparate terms and conditions of employment at its Grand Junction facility.

2. This action was consolidated with a lawsuit filed by Plaintiff Raymond A. ("Tony") Arellano against Defendant Hamilton Sundstrand Corporation, 03-Z-0984 (PAC) for actions relating to Arellano's employment at the Grand Junction facility. The use of the term "lawsuit" means the cases brought by the EEOC and Arellano and consolidated in Civil Action No. 03-Z-1663.

3. Defendant Hamilton Sundstrand Corporation denied it engaged in, or failed to correct, unlawful employment practices on the basis of national origin; denied it subjected its Hispanic employees to a hostile work environment; and denied it harassed Hispanic employees or subjected Hispanic employees to disparate terms and conditions of employment at its Grand Junction facility. Defendant Hamilton Sundstrand Corporation denied Arellano's allegations.

4. By entering into this Consent Decree, Defendant Hamilton Sundstrand Corporation is not making any admission it violated any laws and the company affirmatively states that it continues to assert there were no violations of law as alleged by the EEOC or Arellano.

5. This Consent Decree, being voluntarily entered into by the Parties, shall not constitute any admission or an adjudication of the merits or the damages of this lawsuit and it will not be construed as an admission of any legal violations. Defendant Hamilton Sundstrand Corporation denies any such violations.

6. The Parties, desiring to settle this action by an appropriate Consent Decree, agree to the jurisdiction of this Court over the Parties and the subject matter of this action, and agree to the power of this Court to enter a Consent Decree.

7. This Consent Decree is final and binding upon the Parties as to the issues resolved, as well as upon their successors and assigns.

8. The Parties agree that this Consent Decree resolves the issues alleged by the Parties in this lawsuit and constitutes a complete resolution of all the Parties' claims against Defendant Hamilton Sundstrand Corporation that were made or could have been made against Defendant Hamilton Sundstrand Corporation in this action up to the date of entry of this Consent Decree.

9. This Consent Decree resolves all claims alleged in this lawsuit, including backpay, front pay, compensatory and punitive damages, interest, injunctive relief, attorneys' fees and costs and any other claims that may be raised out of the issues in this lawsuit.

10. In consideration of the payouts received pursuant to this Consent Decree, each Claimant and/or Class Member and Arellano agree to enter into a separate release and covenant not to sue.

II. JURISDICTION

1. The Court has jurisdiction over the Parties and the subject matter of this lawsuit. The EEOC's Complaint and Plaintiff Arellano's Complaint assert claims that,

if proven, would authorize the Court to grant the monetary and equitable relief set forth in this Consent Decree against Defendant Hamilton Sundstrand Corporation. This Consent Decree conforms with the Federal Rules of Civil Procedure and Title VII and is not in derogation of the rights and privileges of any person. The Court shall retain jurisdiction of this action for the duration of the Consent Decree for the purposes of entering all orders, judgments, and decrees which may be necessary to implement the relief provided herein.

III. DEFINITIONS

1, **Claimant or Class Member.** An individual who is encompassed by EEOC's allegations that Hispanic employees were subject to the hostile work environment at Hamilton Sundstrand's Grand Junction facility, and/or were subject to disparate terms and conditions of employment, and who is designated as a Claimant and/or Class Member and is listed on Exhibit 1 (filed under seal). Arellano is also a Claimant and/or Class Member.

2, **Class.** The class of individuals covered by this Consent Decree consists of twelve employees who worked at the Hamilton Sundstrand's Grand Junction facility during the timeframe from 1997 to the present.

3, **Complaint of Discrimination, Harassment, or Retaliation.** A complaint of discrimination, harassment, or retaliation, shall be any complaint, which comes to the attention of a supervisor, manager, or any human resources employee at Hamilton Sundstrand's Grand Junction facility and makes allegations that are understood, or reasonably should be understood, by any supervisor, manager, or any Hamilton Sundstrand human resources employee as an allegation of discrimination, harassment, or retaliation.

4. **EEO.** The term "EEO" shall refer to the phrase "equal employment opportunity."

5. **EEO Coordinator.** A Hamilton Sundstrand employee who is responsible for ensuring compliance with this Consent Decree. Hamilton Sundstrand will appoint an EEO Coordinator. The EEO Coordinator will be assisted by the Hamilton Sundstrand Corporation EEO Manager at Defendant Hamilton Sundstrand Corporation's Windsor Locks facility. Employees may contact the Hamilton Sundstrand Corporation EEO Manager directly if they have concerns that their EEO complaints will not be, or are not being, addressed by the EEO Coordinator.

6. **Hamilton Sundstrand.** Unless otherwise indicated shall mean Hamilton Sundstrand's Grand Junction facility and employees. Defendant Hamilton Sundstrand Corporation was the named Defendant in this lawsuit.

7. **Effective Date.** The Effective Date of this Consent Decree is the date on which the Court gives final approval to the Consent Decree.

8. **Parties.** The Parties to this Consent Decree are Plaintiff U.S. Equal Employment Opportunity Commission ("EEOC"), Plaintiff Raymond A. ("Tony") Arellano ("Arellano") and Defendant Hamilton Sundstrand Corporation. The claims being asserted by the EEOC include the claims of the Claimants and/or Class Members.

9. **Private Counsel.** Attorneys representing Plaintiff Arellano in this action.

IV. GENERAL PROVISIONS

1. **Scope.** This Consent Decree covers Hamilton Sundstrand's Grand Junction facility and employees.

2. **Term of Consent Decree.** This Consent Decree shall remain in effect for two (2) years subsequent to the Effective Date, or until Hamilton Sundstrand's Grand

Junction facility closes if such closure takes place before two (2) years. In the event the terms and obligations outlined in this Consent Decree are not completed within the term, the EEOC and Defendant Hamilton Sundstrand Corporation shall meet and confer concerning all matters that are alleged to constitute noncompliance. The Commission reserves the right to file an enforcement action under Section IX ("Enforcement of Consent Decree") of this Consent Decree to extend the Consent Decree for whatever period is necessary to allow Hamilton Sundstrand to comply fully with the terms of this Consent Decree. At such time as the Grand Junction facility is closed, the obligations under Sections VI (Affirmative Relief) and VIII (Reporting and Recordkeeping) shall end.

3. **Compliance with Federal EEO Law.** Nothing in this Consent Decree shall be construed to limit or reduce Hamilton Sundstrand's obligation to comply with the statutes enforced by the Commission.

4. **Effect of Consent Decree.** This Consent Decree is final and binding upon the Parties as to the issues resolved, as well as upon their successors and assigns. Hamilton Sundstrand's compliance with this Consent Decree will fully and completely resolve all issues of law and fact which could be raised by the Commission, and Arellano, arising out of the below-referenced charges and this litigation against Defendant Hamilton Sundstrand Corporation.

5. **Complete Consent Decree.** This Consent Decree constitutes the complete understanding among the Parties with respect to the matters herein. The Parties agree that this Consent Decree resolves all issues raised in EEOC Charge Numbers 32AA00827, 320-2005-00736, 320-2005-00737, 320-2005-00738, and 320-

2005-00697, the issues alleged by EEOC and Arellano in this lawsuit, and constitutes a complete resolution of all the claims of EEOC and Arellano against Defendant Hamilton Sundstrand Corporation of unlawful employment practices under Title VII or other claims that were made or could have been made against Defendant Hamilton Sundstrand Corporation in this action and prior to the Effective Date of this Consent Decree. This Consent Decree resolves the following charges of discrimination currently pending before EEOC: 320-2005-00736, 320-2005-00737, 320-2005-00738, and 320-2005-00697. Arellano and Claimants and/or Class Members will sign individual releases and covenants not to sue for any actions or claims that were, or could have been raised against Defendant Hamilton Sundstrand Corporation, prior to the Effective Date of this Consent Decree.

6. **Severability.** If one or more provisions of this Consent Decree are rendered unlawful or unenforceable by act of Congress or by decision of the United States Supreme Court, the EEOC and Defendant Hamilton Sundstrand Corporation shall attempt to agree upon what amendments to this Consent Decree, if any, are appropriate to effectuate the purposes of this Consent Decree. In any event, the unaffected provisions will remain enforceable.

V. NON-DEROGATION OF EEOC RIGHTS

1. **Waiver of Commission Claims.** Nothing in this Consent Decree shall be construed to preclude the Commission from bringing action to enforce this Consent Decree in accordance with the enforcement provisions of Section IX ("Enforcement of Consent Decree") below. Neither does this Consent Decree preclude the Commission from filing lawsuits based on charges not resolved in this Consent Decree,

2. EEOC Rights Reserved. The Commission reserves all rights to proceed with respect to matters not covered in this Consent Decree and to secure relief on behalf of aggrieved persons not covered by this Consent Decree. Under no circumstances shall the EEOC, by commenting or electing not to comment upon proposed policies or procedures pursuant to Section VI ("Affirmative Relief), be deemed to have waived its right to investigate or litigate any alleged adverse effects of said policy upon equal employment opportunities. Nor shall the EEOC, by commenting or electing not to comment upon said policies or procedures, be considered to have accepted the validity of, or approved, the provisions adopted by Defendant Hamilton Sundstrand Corporation.

3. Charges Pending or Filed After the Effective Date. Any individual charges of discrimination pending or filed with the EEOC or the Colorado Civil Rights Division, after the Effective Date of this Consent Decree, based on conduct alleged to have occurred prior to the Effective Date of this Consent Decree (for employees not covered by this Consent Decree), will be processed by the Commission in accordance with its standard procedures. For Arellano and Claimants and/or Class Members, charges alleging solely actions alleged to have occurred prior to the Effective Date of this Consent Decree will not be deemed cause by the EEOC because all such claims are resolved by this Consent Decree.

VI. AFFIRMATIVE RELIEF

1. Notice and Posting of Consent Decree Notice.

a. Posting. Within thirty (30) days of the Effective Date of this Consent Decree, Hamilton Sundstrand shall conspicuously post the Notice to Employees attached hereto as Exhibit 2, on the Human Resources bulletin board.

b. Orientation on Consent Decree. Prior to posting the Notice required in the preceding Paragraph VI(1)(a), Hamilton Sundstrand shall conduct an orientation meeting advising all supervisors, managers and human resource employees with authority over Hamilton Sundstrand employees, of the terms and conditions of the Consent Decree, with emphasis on the anti-retaliation provisions of the Consent Decree. Hamilton Sundstrand shall notify the EEOC of the dates, times and locations at least seven (7) business days prior to the orientation meeting. The EEOC shall have the right to participate in any or all such meetings during which time it will be given the opportunity to review the Consent Decree with the group to emphasize those parts of the Consent Decree the EEOC wishes to stress. In addition, Hamilton Sundstrand shall inform its supervisors, managers and human resource employees that any breach of, or failure to comply with, the terms and conditions set forth in this Consent Decree shall subject them to dismissal or other appropriate disciplinary action.

c. No Discrimination, Hamilton Sundstrand shall not discriminate against any employee or applicant in hiring, promotions, pay, assignment of duties, performance evaluation, discipline, terms, or knowingly subject an employee to a hostile work environment, because of national origin, race and/or color. Hamilton Sundstrand shall consider all Hispanic applicants on the same basis as all other applicants. Hamilton Sundstrand shall afford all Hispanic employees the same training and conditions of employment it affords all other employees in similar positions.

d. No Retaliation. Hamilton Sundstrand shall not retaliate against any current or former employee or Class Member for his or her participation in the EEOC

process, for participation in the investigation by the EEOC into this matter, for participation in this lawsuit, or for asserting any rights under this Consent Decree.

2, **EEO Coordinator.**

a. Hamilton Sundstrand will designate an EEO Coordinator to oversee Hamilton Sundstrand's compliance with and implementation of this Consent Decree, The EEO Coordinator will be assisted by the Hamilton Sundstrand Corporation EEO Manager.

b. The EEO Coordinator will be responsible for:

- coordinating Hamilton Sundstrand's compliance with anti-discrimination laws;
- monitoring Hamilton Sundstrand's compliance with this Consent Decree;
- maintaining records to be preserved under Section VIII ("Reporting and Recordkeeping") of this Consent Decree;
- submitting the reports required under Section VIII ("Reporting and Recordkeeping"); and
- assisting in development and implementation of Hamilton Sundstrand's EEO Training Program, as required under Section VI ("EEO Training") of this Consent Decree,

c. **Meet and Confer with the EEO Coordinator.** The EEO Coordinator and the Hamilton Sundstrand Corporation EEO Manager will meet (in person or telephonically) at least quarterly with the EEOC to review various EEO matters, including but not limited to the following:

- discuss investigation of employee complaints alleging discrimination, harassment, or retaliation (if any such complaints are raised); and
- discuss progress toward implementing those items set out in subparagraph "b" above.

3. **EEO Training.**

a. Development of EEO Training Program. Within 20 (twenty) days of the Effective Date of this Consent Decree, Hamilton Sundstrand shall submit to the EEOC an EEO training program for non-supervisory employees, supervisory employees, and human resource employees. Each training program will include the following information: (a) a detailed agenda; (b) curriculum vitae(s) for the individual(s) who will conduct the training; (c) a plan to ensure that all employees receive the required training. Any dispute between Hamilton Sundstrand and EEOC as to the adequacy of the Training Program shall be resolved under the informal resolution procedures set forth in Section IX below.

b. Amount of Training Required.

- **Non-Supervisory Employees.** Hamilton Sundstrand will provide non-supervisory employees at least two (2) hours of EEO training during the first year of this Consent Decree, or prior to any plant closure, and should at least 25% of the non-supervisory employees remain employed during the following year, an additional one (1) hour of training will be provided in the following year. This training may be by videotape or computer presentation and may be

made by qualified Hamilton Sundstrand human resource employees.

- **Supervisory Employees.** Hamilton Sundstrand will provide supervisory employees at least two (2) hours of EEO training during the first year of this Consent Decree, or prior to any plant closure, and should at least 25% of the supervisory employees remain employed during the following year, an additional one (1) hour of training will be provided in the following year. This training must be conducted live and may be presented by qualified Hamilton Sundstrand human resource employees.
- **Human Resource Employees.** Hamilton Sundstrand will provide human resource employees at least four (4) hours of EEO training within the first year of this Consent Decree, or prior to the plant closure, and if 25% of the plant personnel remain employed during the following year, an additional two (2) hours of training will be provided in the following year. This training must be conducted live, by individuals not employed by Hamilton Sundstrand.
- **Required Subjects of Training.** At a minimum, the EEO training programs shall include the following:

instruction on the requirements of all applicable equal employment opportunity laws including, but not limited to Title VII of the Civil Rights Act of 1964, as amended, the

Age Discrimination in Employment Act, and the Americans with Disabilities Act;

a review of Defendant Hamilton Sundstrand Corporation's non-discrimination employment policies;

the prohibition on retaliating against any employee who complains about discrimination against himself or others, or participates in an investigation of a discrimination complaint;

training for supervisors, managers and human resource employees shall include instruction on how to recognize complaints of discrimination and how to recognize inappropriate behavior in the workplace. It will emphasize the company's obligation to take prompt action in response to discrimination complaints, and emphasize the Human Resource Employee's role in conducting investigations and responding to and implementing discipline; and
an explanation of the Dialog and Ombudsman program.

4. Modification and Implementation of EEO Policies and Procedures.

a. Review of Policies. During the first year of this Consent Decree, Hamilton Sundstrand will reissue the revised policies attached hereto as Exhibit 3. Specifically, these policies are the Zero Tolerance Statement, Policy Statement on a Harassment-Free Workplace and Reaffirmation of Equal Employment Opportunities

Policy. In making these revisions, Defendant Hamilton Sundstrand Corporation consulted with the EEOC.

b. **EEOC Input Not a Waiver.** Under no circumstances shall the EEOC, by commenting or electing not to comment upon Hamilton Sundstrand's proposed changes or amendments, be deemed to have waived its right to investigate or litigate any alleged adverse effects of said policy upon equal employment opportunities.

5. **Separation Agreements or Releases.**

a. **Non-Retaliation in Assisting with Lawsuits or in Bringing Charges of Discrimination.** Hamilton Sundstrand will remove all language from the Complete Release and Waiver of Claims section in the General Release and Covenant Not to Sue Agreement used in conjunction with the plant closure in Grand Junction that prohibits, in any way, or construes as a breach of said General Release and Covenant Not to Sue Agreement, assisting another person or entity in bringing a charge of discrimination and/or a lawsuit against Hamilton Sundstrand.

b. **Non-Retaliation in Hiring.** Hamilton Sundstrand will remove all language from the Complete Release and Waiver of Claims section in the General Release and Covenant Not to Sue Agreement used in conjunction with the plant closure that prohibits, in any way, or construes as a breach of said General Release and Covenant Not to Sue Agreement, a signee from re-applying for employment at Hamilton Sundstrand. Any signee to a General Release and Covenant Not to Sue Agreement shall have the same rights to be considered for future employment by Hamilton Sundstrand as any other applicant.

c. **Non-Discrimination in Separation Agreements or Releases.** Hamilton Sundstrand will provide performance incentive earnings to all employees on a non-discriminatory basis. Claimants and/or Class Members who are still employed must meet the eligibility requirements for performance incentive earnings as other similarly situated employees. Claimants and/or Class Members who receive a monetary payment under this Consent Decree are entitled to the same benefits afforded to any other employees who meet the eligibility requirements and are entitled to have those benefits calculated in a non-discriminatory manner, using the same method of calculating such benefits as used for other similarly-situated employees.

VII. MONETARY RELIEF

1. Payment to Arellano's Private Counsel.

a. Defendant Hamilton Sundstrand Corporation shall pay Arellano's Private Counsel the amount of \$314,000. This is a complete and final payment.

b. Payment pursuant to this Section VII, shall be paid and delivered to Arellano's Private Counsel within the time frame set forth for such payment in Arellano's individual Settlement Agreement, General Release and Covenant Not to Sue. Arellano has been separately advised of the respective amounts to be paid to the two law firms acting as Private Counsel for Arellano and he is in agreement with the payment of these amounts.

2. Class Monetary Relief.

a. **Class Settlement Amount** In full settlement of all monetary claims of the Claimants and/or Class Members as set out in Exhibit 1, attached, including Arellano, Defendant Hamilton Sundstrand Corporation shall pay the sum of \$1,250,000 ("Class

Settlement Funds"), to be distributed as determined by the EEOG. The amount listed in Section VII(1)(a) above (\$314,000) will be subtracted from the \$1,250,000 to be distributed as determined by the EEOC. The distribution will be filed under seal and kept confidential as Exhibit 1 to this Consent Decree,

b. **Distribution.** On the seventh day after the Consent Decree is entered and ordered and after the individual Settlement Agreements are executed, Defendant Hamilton Sundstrand Corporation shall disburse the Class Settlement Funds to the Claimants and/or Class Members in accordance with Exhibit 1, filed under seal. Hamilton Sundstrand will send these checks to Claimants and/or Class Members via certified mail or overnight mail, with a copy of the check mailed to EEOC counsel.

3. Taxes.

a. Defendant Hamilton Sundstrand Corporation shall prepare and distribute tax-reporting forms to Arellano and each Class Member/Claimant who receives payment under this Consent Decree. Distribution to the Class Members/Claimants (other than Arellano) will be made on an IRS form 1099, and no taxes will be withheld by Hamilton Sundstrand Corporation because that money is solely for emotional distress damages.

b. Defendant Hamilton Sundstrand Corporation shall make appropriate reports to the Internal Revenue Service and other tax authorities.

4. **Administrative Costs.** Defendant Hamilton Sundstrand Corporation shall pay all administrative costs associated with the payment of monetary relief under this Consent Decree, including but not limited to postage, supplies, and clerical services.

5. Distribution of Unclaimed Portion of Class Payment. All unclaimed payments to Claimants and/or Class Members, including shares of Class Members who could not be located, checks not cashed within three (3) months, or checks not accepted by a Claimant and/or Class Member, shall be donated to Mesa Developmental Services.

VIII. REPORTING AND RECORD KEEPING

1. Document Preservation.

a. For the duration of the Consent Decree, Hamilton Sundstrand agrees to maintain such records as are necessary to demonstrate its compliance with this Consent Decree and verify that the reports submitted are accurate, including but not limited to the documents specifically identified below.

b. During the term of the Consent Decree, Hamilton Sundstrand shall retain the following hard-copy and computer records:

- all complaints (if any) of discrimination or harassment based upon national origin, race or color, and all records of the investigation of those complaints, including any action taken as a result of an investigation (as set out in Paragraph 2(b) of this Section);
- all complaints (if any) of retaliation based on national origin, race or color, and all records of the investigation of those complaints, including any action taken as a result of an investigation.

2. Reports.

a. **Initial Report.** Within sixty (60) days of the Effective Date of this Consent Decree, Hamilton Sundstrand shall provide the EEOC with the following:

verification of what actions have been taken or will be taken that all supervisors and human resource employees with authority over people employed by Hamilton Sundstrand, have attended training on the terms and provisions of this Consent Decree, as required in Section VI(1)(b) ("Orientation on Consent Decree");

verification of what actions have been taken or will be taken regarding EEO training programs, as required in Section VI(3) ("EEO Training"), above.

Periodic Reports.

During the term of this Consent Decree, the EEO Coordinator shall submit semi-annual reports to the EEOC. With each report, the EEO Coordinator shall submit documentation related to this Consent Decree.

The first reporting period will begin on the Effective Date of this Consent Decree, and will end on the last day of the fifth complete calendar month thereafter, (*e.g.* May 16, 2005, through October 31, 2005.) Each subsequent reporting period will be six (6) calendar months or until such time as the plant closes.

Each report shall contain the following information for the relevant reporting period:

copies of all complaints, formal or informal, of national origin, race or color discrimination, harassment or

retaliation, and copies of the investigative files relating to each complaint;

copies of all action or discipline taken as a result of the complaints above; and

verification of employee attendance for all EEO training conducted during the reporting period.

c. **Other Reports.**

- No later than seven (7) business days prior to holding the orientation meetings required under Section VI(1)(b) ("Orientation on Consent Decree"), Hamilton Sundstrand shall provide the EEOC with the dates, times and locations of the orientation meetings;
- No later than ten (10) days prior to any scheduled training, as required under Section VI(3) ("EEO Training"), above, Hamilton Sundstrand shall inform EEOC of the date, time, and location when the training is scheduled to be conducted.

d. **Additional Data.** The EEOC shall have the right to request additional information from Hamilton Sundstrand, so long as the information sought is necessary and consistent with the monitoring of the Consent Decree. Hamilton Sundstrand shall comply with a request for additional information within thirty (30) days of the request. Any disputes between Hamilton Sundstrand and the EEOC regarding the propriety of any request for additional information shall be resolved under the informal resolution procedures set forth in Section IX below, and may apply to the District Court, as provided in Section IX ("Enforcement of Consent Decree"), for resolution of any

dispute over the propriety of any EEOC request for additional material arising under this Section.

IX. ENFORCEMENT OF CONSENT DECREE

1. **Enforcement by EEOC.** It is expressly agreed that if EEOC concludes that Hamilton Sundstrand has breached this Consent Decree, EEOC may initiate an action in this Court, after complying with the informal resolution procedures set forth in Paragraph 2, below.

2. **Requirement of Informal Resolution Efforts.**

a. **Notice of Dispute.** Prior to initiating an action to enforce the Consent Decree, the EEOC will provide written notice to Defendant Hamilton Sundstrand Corporation and the EEO Coordinator, of the nature of the dispute. This notice shall specify the particular provision(s) believed to have been breached and a statement of the issues in dispute. The notice may also include a reasonable request for documents or information relevant to the dispute.

b. **Response to Notice of Dispute.** Within fourteen (14) days after service of the Notice of Dispute, Defendant Hamilton Sundstrand Corporation will provide a written response and provide the relevant requested documents or information.

c. **Service.** Service of the Notice of Dispute and any Responses shall be made by hand-delivery, facsimile transmission, or electronic mail.

d. **Meeting.** After service of the Responses, the Parties will schedule a telephone or in-person meeting to attempt to resolve the dispute.

e. **Dispute Resolution Period.** If the dispute has not been resolved within thirty (30) days after service of the Notice of Dispute, an action to enforce the Consent Decree may be brought in this Court.

3. **Expedited Proceedings.** The provisions of this section do not prevent the EEOC from bringing an issue before the Court when the facts and circumstances require immediate Court action. The EEOC's moving papers shall explain the facts and circumstances that necessitate immediate Court action. If the EEOC brings a matter before the Court requiring immediate Court action, copies of the moving papers will be provided to Defendant Hamilton Sundstrand Corporation.

X. MISCELLANEOUS PROVISIONS

1. **Amendment.** By mutual consent of the EEOC and Defendant Hamilton Sundstrand Corporation, this Consent Decree may be amended in the interest of justice and fairness in order to execute the provisions involved.

2. **Implementation.** The Commission and Defendant Hamilton Sundstrand Corporation agree to take all steps that may be necessary to fully effectuate the terms of this Consent Decree.

3. **Press Release.** The EEOC agrees to provide Defendant Hamilton Sundstrand Corporation with a copy of any press release related to this lawsuit prior to its release. EEOC will provide the Press Release to Hamilton Sundstrand prior to releasing the Press Release to any media representative. EEOC will make its best efforts to provide the Press Release to Counsel for Hamilton Sundstrand immediately upon learning that the Court has signed the Consent Decree.

XL NOTICE

1. **Notice.** Any notice, report, or communication required under the provisions of this Consent Decree shall be sent by certified mail, postage prepaid, and by e-mail, to the appropriate representatives of the Commission and Hamilton Sundstrand as follows:

Regional Attorney
Denver District Office
Equal Employment Opportunity Commission
303 E. 17th Avenue, Suite **510**
Denver, Colorado 80203

Nancy A. Weeks, Esq.
Denver District Office
Equal Employment Opportunity Commission
303 E. 17th Avenue, Suite 510
Denver, Colorado 80203
e-mail: nancy.weeks@eeoc.gov

and to Defendant Hamilton Sundstrand Corporation as follows:

Victoria Haines, Esq.
Hamilton Sundstrand Corporation
4747 Harrison Avenue
P. O. Box 7002
Rockford, Illinois 61125-7002
e-mail: t.haines@hs.utc.com

John M. Husband, P.C.
Holland & Hart LLP
555 Seventeenth Street, Suite 3200
Denver, Colorado 80202
e-mail: jhusband@hollandhart.com

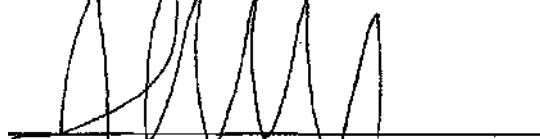
XII. SIGNATURES

APPROVED AS TO FORM:



JOSEPH H. MITCHELL
Regional Attorney

HOLLAND & HART LLP



JOHN M. HUSBAND, *tyC.*
Attorney for Hamilton Sundstrand

'C^>

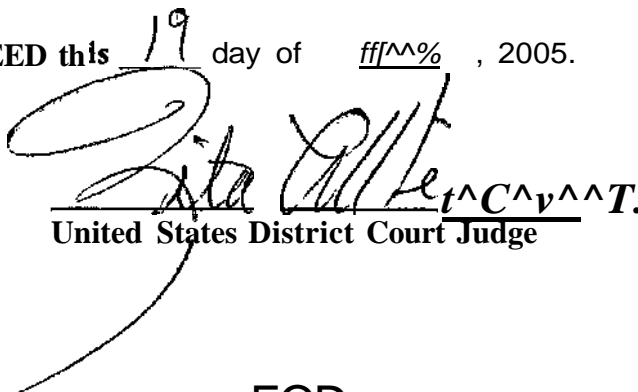
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(303) 866-1378

Equal Employment Opportunity
Commission
303 E. 17th Avenue, Suite 510
Denver, Colorado 80203

(tffu>~v*A, ^

SO ORDERED, ADJUDGED and DECREED this 19 day of ffff%, 2005.



Zita C. Vetter
United States District Court Judge

EOD

UNITED STATES DISTRICT COURT
DENVER, COLORADO

MAY 19 2005

GREGORY C. LANGHAM

_____ ^ C L E ^

APPROVED AS TO CONTENT:



JOSEPH/H. MITCHELL

HAMILTON SUNDSTRAND

CLINTON GARDINER
V.P. and General Counsel of
Hamilton Sundstrand Corporation

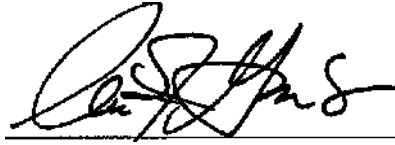
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Denver, Colorado 80203

Exhibit 1

**Filed Separately
Under Seal on 4/29/05**

See Docket No. 201

NOTICE TO EMPLOYEES

This Notice is being posted as part of the remedy agreed to pursuant to a Consent Decree between Hamilton Sundstrand Corporation and the U.S. Equal Employment Opportunity Commission (EEOC). **The plant closing scheduled for 2005 is not related in any way to this lawsuit. The closure is a business decision based on economic factors and long term business strategies.**

Unlawful Discrimination: Under federal law, it is unlawful for an employer to discriminate based on race, color, religion, sex, national origin, age (over 40), or disability. This means that a supervisor or manager cannot make decisions about hiring, promotion, pay, or other conditions of employment, based on race, color, religion, sex, national origin, age (over 40), or disability. This also means that the work environment should be free from harassment or ridicule based on race, color, religion, sex, national origin, age (over 40), or disability.

Unlawful Retaliation: Retaliation against a person who files a charge of discrimination, participates in an investigation, or opposes an unlawful employment practice is prohibited.

Reporting Improper Conduct: If you are aware of any events, conduct, or information, which you believe may indicate some improper discrimination or harassment, it is very important that you report the information so the necessary steps may be taken to investigate, identify, and promptly remedy any problems. You may report such improper to conduct to any of the following:

Reporting to Hamilton Sundstrand: Within the Hamilton Sundstrand organization, you may make such a report to any employee in the Human Resource Department, any manager or supervisor. By reporting a problem to Hamilton Sundstrand, you do not waive any rights to file a charge of discrimination with the EEOC or the Colorado Civil Rights Division. However, **if you complain through the Dialog Administrator or the Ombudsman, you may be affecting your rights relating to filing a charge of discrimination.**

Reporting to the EEO Coordinator: Under the Consent Decree between EEOC and Hamilton Sundstrand Corporation, Patricia Leahy has been designated as an EEO Coordinator to ensure enforcement of the Consent Decree. By reporting a problem to the EEO Coordinator, you do not waive any rights to file a charge of discrimination with the EEOC or the Colorado Civil Rights Division. You may directly contact the EEO Coordinator:

Ms. Patricia D. Leahy
Hamilton Sundstrand
2800 Sundstrand Way
Grand Junction, Colorado 81506
Telephone: 970-248-8131
Fax: 860-660-6852

You may also contact Tanya Robinson at:

Hamilton Sundstrand Corporation
1 Hamilton Road
Windsor Locks, Connecticut 06096
Telephone: 860-654-6199
Fax: 860-660-3211

Reporting to the U.S. Equal Employment Opportunity Commission: The EEOC is responsible for enforcing federal laws prohibiting employment discrimination based on race, color, religion, sex, national origin, age (over 40), or disability. You may directly contact the Denver District office of the EEOC:

303 East 17th Avenue, Suite 510
Denver, Colorado 80205
Telephone: 303-866-1300
TTY: 303-866-1950
Fax: 303-866-1085
Toll Free: 1-800-669-4000

Reporting to the Colorado Civil Rights Division: The CCRD is the agency responsible for enforcing state laws prohibiting employment discrimination based on race, color, religion, sex, national origin, age (over 40), or disability. You may directly contact the Colorado Civil Rights Division:

1560 Broadway, Suite 1050,
Denver, Colorado 80202
Telephone: 303-894-2997
Toll Free: 800-262-4845

Patricia Leahy
Director, Human Resources



Hamilton Sundstrand

A United Technologies Company

REAFFIRMATION OF EQUAL OPPORTUNITY POLICY

It is the policy of Hamilton Sundstrand to ensure recruitment, employment, compensation, equal terms, conditions, and privileges of employment of all qualified persons without regard to race, color, age, religion, sex, sexual orientation, disability or national origin. (See also Hamilton Sundstrand's Reaffirmation of Equal Employment Opportunity Policy for Persons with Disabilities, Disabled Veterans and Veterans of Vietnam-Era)

In carrying out this policy, Hamilton Sundstrand will ensure:

- A. employment decisions are based upon the principle of Equal Employment Opportunity;
- B. promotion decisions are based upon the principles of Equal Employment Opportunity and valid job requirements;
- C. other employment decisions, such as those pertaining to benefit programs, transfers, layoffs, recall from layoff, Company sponsored (both Company operated and Company supported) training and educational assistance programs, and social and recreational programs are administered in accordance with the principle of Equal Employment Opportunity;
- D. analyses of all personnel transactions are conducted to ensure equal opportunity;
- E. every effort is made to provide a working environment free of harassment, including harassment based on race, color, age, religion, sex, sexual orientation, disability or national origin.

Responsibility for accomplishing the objectives of the Equal Employment Opportunity Policy is assigned to the President of Hamilton Sundstrand.

Responsibility for the implementation of Hamilton Sundstrand's Affirmative Action Program is assigned by the President to the appropriate Vice President within each organizational unit.

The Vice President, Human Resources is responsible for the overall coordination and implementation of the Policy. Results of the audit and monitoring procedures to ensure compliance with the Equal Employment Opportunity and Affirmative Action Program objectives will be reported semi-annually to that office. The Vice President, Human Resources is further charged with the responsibility to conduct reviews of the facility's practices and, when required, exercise authority in resolution of any problems which may arise.

Supervisors are made aware of their responsibility for implementing Hamilton Sundstrand's Equal Employment Policy and are reminded that, just as in the case with all other policies, their effectiveness in carrying out its objectives is among the criteria considered in evaluating their job performance.

David Hess
President

Date: January 29, 2005
Distribution: All supervision, All locations, All US Locations
Remove: February 28, 2005



Hamilton Sundstrand

A United Technologies Company

ZERO TOLERANCE STATEMENT

Hamilton Sundstrand is committed to maintaining a productive and safe work environment for employees, customers, contractors and visitors. This effort begins with mutual respect by and for each person. The company's commitment to workplace safety is reflected throughout our Policies and Procedures.

Everyone is responsible for safety and helping to maintain a workplace free of violence, threatening remarks or gestures. We have Zero Tolerance for behaviors such as:

- ^ Physical assault, threat to assault or stalking.
- ^ Threatening with a lethal weapon, vandalism or arson.
- > Making offensive comments, including racial or other derogatory remarks, that condone or incite violent events or behaviors.
- > Sending harassing phone calls, voicemails or e-mail messages.

Anyone who observes or has knowledge of any violations of this policy should immediately contact their supervisor or a representative of Human Resources or, if they are not available, Emergency Services at 1-911.

Violation of any of the above behaviors will result in disciplinary action up to and including termination.

Each employee, customer, contractor and visitor is an important part of our business team. I know you will join me in assuring that Hamilton Sundstrand has a professional work environment which all of us have a right to expect.

SK-UA ^*-- ^

Tutch Shirane
Vice President, Human Resources &
Communications

Date: January 29,2005
Distribution: All supervision, boards and facilities, worldwide
Remove: February 28,2005



Hamilton Sundstrand

A United Technologies Company

POLICY STATEMENT ON A HARASSMENT-FREE WORKPLACE

Each of us at Hamilton Sundstrand deserves a workplace where we can achieve our full potential. Nothing so utterly detracts from that environment as harassment of employees — for any reason. When an employee is harassed because of some innate personal characteristic, such as race, gender, color, veteran status, national origin, disability, sexual orientation, age or religion, it is not only bad manners, bad business, and in most cases unlawful, it is also a violation of Company policy. Harassment is unwelcome conduct that interferes with and has no bearing on an employee's job performance. It can be spoken or written, graphic or physical and may include foul or obscene language or name-calling. It can be done to offend, or simply as insensitive joking. With any form of harassment, this conduct is obviously unwelcome if an employee complains. Even without a complaint, each of us must be sensitive to the way in which our words and actions are perceived by others. If they could reasonably be perceived as offensive and unwelcome, they can be unlawful harassment. Simply stated, harassment, of any kind has no place in the Company's environment and will not be tolerated.

Sexual harassment deserves special mention. It is plainly wrong and unlawful for a supervisor or anyone else in authority to base an employment decision such as hiring, Firing, promotion, demotion or transfer on submission to or rejection of unwelcome sexual advances or requests for sexual favors. Such conduct is sexual harassment in its most direct form and is prohibited by law and Company policy. Sexual harassment can also be through unwelcome sexual conduct that unreasonably interferes with an individual's job performance or creates an intimidating hostile or offensive work environment. Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented kidding or teasing, practical jokes, jokes about gender specific traits, foul or obscene language or gestures, display of foul or obscene material, and physical contact such as patting, pinching, or brushing against another's body. As with other forms of harassment, this type of conduct is obviously unwelcome if an employee complains. Again, even without a complaint, each of us must be cognizant of the way in which our words and actions are perceived by others. If they could reasonably be perceived as offensive and unwelcome, they can be unlawful harassment.

Each of us must help keep the workplace free of personal harassment. If you are being harassed, tell the harasser to stop; tell the harasser his or her advances, comments or gestures are unwelcome and offensive. If you have witnessed or been the victim of harassment, you should immediately notify the Company through one or more of these procedures: (1) inform your supervisor (unless he/she is in the alleged harasser), (2) inform your Human Resource Representative or (3) the Diversity/EEO Manager. United Technologies and Hamilton Sundstrand forbid retaliation against anyone who reports harassment or cooperates in an investigation of harassment.

It is the Company's policy to investigate each harassment complaint thoroughly and promptly. To the extent practicable, any complaint and the terms of its resolution will be kept confidential. If any investigation finds harassment has occurred, the Company will take disciplinary action, which may include the termination of employment.

Tutch Shirane
Vice President, Human Resources &
Communications

Distribution: All Supervision
All Boards
All Locations
Date: January 29,2005
Remove: February 28,2005

CERTIFICATE OF SERVICE

Civil Action No. 03-Z-1663 (PAC)

The undersigned certifies that a copy of the foregoing was served on
 / , 2005, by:

() delivery to:

MAGISTRATE JUDGE PATRICIA A COAN

JOHN M HUSBAND ESQ
STEVEN M GUTIERREZ ESQ
KIMBERLY DEMPSTER NEILIO ESQ
HOLLAND & HART LLP
DC BOX 06

OR

() depositing the same in the United States Mail, postage prepaid, addressed to:

ANJULI KELOTRA ESQ
NANCY WEEKS ESQ
KIM ROGERS ESQ
EEOC - DENVER DISTRICT OFFICE
303 E 17TH AVE STE 510
DENVER CO 80203

WILLIAM J MARTINEZ ESQ
MCNAMARA & MARTINEZ LLP
1640 EAST 18TH AVE
DENVER CO 80218

SEAN M McCURDY ESQ
KENT E EICHSTADT ESQ
McCURDY & EICHSTADT PC
1120 LINCOLN ST STE 1306
DENVER CO 80203-2140

CHARLES L HOWARD
SHIPMAN & GOODWIN LLP
ONE CONSTITUTION PLAZA
HARTFORD CONN 06103

GREGORY C. LANGHAM, Clerk

By y^^g/ i
Deputy Clerk

