IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS
PEORIA DIVISION

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, Plaintiff, v. MITSUBISHI MOTOR MANUFACTURING OF AMERICA, INC., f/k/a "DIAMOND-STAR MOTORS CORPORATION," Defendant, and INTERNATIONAL UNION, UAW, and its LOCAL UNION 2488, Rule 19 Parties.	Case No. 96-1192 Judge McDade Magistrate Judge Kaufman

CONSENT DECREE

1. This Consent Decree (the "Decree") is made and entered into by and between Plaintiff United States Equal Employment Opportunity Commission (hereinafter referred to as the "Commission" or "EEOC") and Defendant Mitsubishi Motor Manufacturing of America, Inc., formerly known as "Diamond Star Motors," (hereinafter referred to as "MMMA") (EEOC and MMMA are collectively referred to herein as "the Parties").

2. Simultaneous with the entry of this Decree, the Court has joined the International Union, UAW, and its Local Union 2488 (hereinafter, the "Unions") in this action as Rule 19 Parties. The Unions have voluntarily permitted themselves to be joined in this action and to be signatories to this Decree in order to assist in the implementation of the terms of this Decree. The Unions covenant and represent that they will make best efforts to effectuate and/or cooperate with all of the non-monetary relief set forth in or contemplated by this Consent Decree.

3. On April 9, 1996, EEOC initiated this action by filing its Complaint against MMMA. EEOC filed its First Amended Complaint on August 14, 1997, to add certain jurisdictional allegations. EEOC's Complaints alleged that MMMA violated Title

VII of the Civil Rights Act of 1964, as amended, including, but not limited to, amendments authorized by the Civil Rights Act of 1991, 42 U.S.C. Sec. 2000e et seq. ("Title VII"), by engaging in a pattern or practice of sexual harassment, sex-based harassment and retaliation against a class of current and former female employees since at least 1990. The Complaint and the First Amended Complaint both further alleged that some of these women were constructively discharged as a consequence of this pattern or practice of discrimination.

4. On June 21, 1996, MMMA filed its Answer to EEOC's Complaint, denying the allegations contained in the Complaint.

5. In the interest of resolving this matter and as a result of having engaged in comprehensive settlement negotiations, the Parties have agreed that this action should be finally resolved by entry of this Decree. This Decree shall not constitute an adjudication and/or finding on the merits of the case, and shall not be used as evidence of liability, res judicata, or collateral estoppel in any other legal proceeding against MMMA or any of its vendors.

6. This Decree is final and binding upon the Parties, their successors and assigns.

7. The Parties agree that this Decree resolves all claims arising out of Commissioner's Charge No. 210 94 2132; the charges of all individuals who received monetary relief in the lawsuits Evans v. Mitsubishi Motor Manufacturing of America, Inc., Civil Action No. 94-1545 (C.D. Ill.) and Aeschelman v. Mitsubishi Motor Manufacturing of America, Inc., Civil Action No. 96-1212 (C.D. Ill.); and the Complaints filed in this action, and constitutes a complete resolution of all claims of sexual harassment, sex-based harassment, retaliation and/or constructive discharge under Title VII that were made or could have been made by the Commission in this action. The Parties further agree that this Decree does not, however, resolve any Charges that may be pending with EEOC other than the Charges specifically referred to in this paragraph or those that may be released by "Eligible Claimants" (as that term is defined herein) pursuant to this Decree.

8. This Decree constitutes the complete agreement between EEOC and MMMA with respect to the matters referred to herein. No waiver, modification or amendment of any provision of this Decree shall be effective unless made in writing, approved by all parties to this Decree and approved by the Court or ordered by the Court.

NOW, THEREFORE, the Court having carefully examined the terms and provisions of this Consent Decree, and based on the pleadings, record and stipulations of the Parties, it is ORDERED,

ADJUDGED AND DECREED THAT:

9. This Court has jurisdiction over the subject matter of this action and over the parties for purposes of entering and enforcing this Decree.

10. The terms of this Decree are adequate, fair, reasonable, equitable and just.

11. This Decree conforms with the Federal Rules of Civil Procedure and is not in derogation of the rights or privileges of any person. The entry of this Decree will further the objectives of Title VII and will be in the best interests of the Parties, those for whom EEOC seeks relief, and the public.

12. This Decree resolves all claims arising out of Commissioner's Charge No. 210 94 2312; the charges of all individuals who received monetary relief in the lawsuits Evans v. Mitsubishi Motor Manufacturing of America, Inc., Civil Action No. 94-1545 (C.D. Ill.) and Aeschelman v. Mitsubishi Motor Manufacturing of America, Inc., Civil Action No. 96-1212 (C.D. Ill.); and the Complaints filed in this action, and constitutes a complete resolution of all claims of sexual harassment, sex-based harassment, retaliation and/or constructive discharge under Title VII that were made or could have been made by the Commission in this action. This Decree does not, however, resolve any Charges that may be pending with EEOC other than the Charges specifically referred to in this paragraph or those that may be released by Eligible Claimants pursuant to this Decree.

13. This Decree comprises the full and exclusive agreement of the parties with respect to the matters discussed herein. No representations or inducements to compromise this action have been made, other than those recited or referenced in this Decree (including the Exhibits attached hereto).

Scope of Consent Decree

14. The duration of this Decree shall be three (3) years from the date of entry of the Decree. During that time, this Court shall retain jurisdiction over this matter and the Parties for purposes of enforcing compliance with the Decree, including issuing such orders as may be required to effectuate its purposes. Accordingly, this Decree shall expire and shall be without force and effect three (3) years from the date of entry of this Decree.

General Injunctive Provisions

15. Sexual Harassment. MMMA and its officers, agents, management (including supervisory employees), successors and assigns, and all those in active concert or participation with

them, or any of them, are hereby enjoined from: (i) discriminating against women on the basis of sex; (ii) engaging in or being a party to any action, policy or practice that is intended to or is known to them to have the effect of harassing or intimidating any female employee on the basis of her gender; and/or (iii) creating, facilitating or permitting the existence of a work environment that is hostile to female employees.

16. Retaliation. MMMA and its officers, agents, management (including supervisory employees), successors and assigns, and all those in active concert or participation with them, or any of them, are hereby enjoined from engaging in, implementing or permitting any action, policy or practice with the purpose of retaliating against any current or former employee of MMMA because he or she opposed any practice of sex discrimination, sexual harassment or sex-based harassment made unlawful under Title VII; filed a Charge of Discrimination alleging any such practice; testified or participated in any manner in any investigation (including, without limitation, any internal investigation undertaken by MMMA), proceeding, or hearing in connection with this case and/or relating to any claim of sex discrimination, sexual harassment or sex-based harassment; was identified as a possible witness in this action; asserted any rights under this Decree; or sought and/or received any monetary and/or non-monetary relief in accordance with this Decree.

Monetary Relief

Establishment of Settlement Fund

17. MMMA shall pay the gross sum of THIRTY-FOUR MILLION DOLLARS ($34,000,000.00) (hereinafter referred to as the "Settlement Fund") to be distributed among all "Eligible Claimants" (as that term is defined in paragraph 20 herein), all in accordance with the provisions of this Decree. None of the amounts paid to Eligible Claimants shall be for back pay.

18. Within thirty (30) days after entry of this Decree, MMMA shall establish and maintain a segregated account on its books, as a liability, for the Settlement Fund in accordance with generally accepted accounting principles. The Settlement Fund shall accrue interest, compounded daily, at a rate equal to the thirty (30) day Treasury Bill Rate (or the closest comparable rate thereto) as published in the Wall Street Journal on the date of entry of this Decree. The Settlement Fund shall accrue interest beginning thirty (30) days after entry of this Decree and continuing until the date of transfer, as provided for by paragraph 19 of this Decree, and the interest will be credited to the account at least once per month.

19. MMMA shall appoint a Payment Agent for the

administration of payments from the Settlement Fund. No later than seven (7) days before such payments are to be made to Eligible Claimants, MMMA shall transfer to the Payment Agent for deposit into an account at a commercial bank both the principal of and the interest accrued to the Settlement Fund as of the date of such transfer. Such account shall accrue interest at the customary rate for such commercial bank beginning seven (7) days after transfer and continuing until all moneys have been paid out of that account. Only withdrawals authorized by this Decree may be made from the account.

Claims Process and Distribution of Settlement Fund

20. Eligible Claimants. The Settlement Fund shall be used solely to make payments to women who timely submit Claim Forms (such persons are hereinafter referred to as "claimants") and whom EEOC determines, subject to Court approval, to be eligible to receive monetary relief in this lawsuit (such persons are hereinafter referred to as "Eligible Claimants"). No persons other than Eligible Claimants shall receive any payments from the Settlement Fund.

21. Subject only to the approval of the Special Master and/or the Court (as provided for by this Decree), EEOC shall be the sole determiner of eligibility for relief under this Decree and the amount of monetary relief to be received by any Eligible Claimant under this Decree. MMMA will not participate in or object to EEOC's determinations.

22. Eligible Claimants shall include only those claimants who satisfy each and all of the following criteria:

(i) the claimant was either: (a) employed by MMMA at any time between January 1, 1987 and the date of entry of this Decree; or (b) worked at MMMA's Normal, Illinois facility pursuant to a contract between MMMA and her direct employer at any time during such time period and has been identified by EEOC, prior to entry of this Decree, as a potential victim.

(ii) EEOC timely received from such claimant, in accordance with the procedures set forth in this Decree, a Claim Form and a Release in the form of Exhibits B and D attached to this Decree; and

(iii) EEOC received evidence credible to EEOC that the individual was (a) subjected to sexual harassment or sex-based harassment, or (b) retaliated against because she opposed sexual harassment or participated in any proceeding relating to a complaint of sexual harassment, sex-based

harassment or retaliation.

23. Acting in its discretion and subject only to final approval by the Court (or the Special Master as provided for in paragraphs 34 and 35 this Decree), EEOC shall exclusively determine the eligibility of claimants for relief under this Decree. In making such determinations, EEOC may consider whatever evidence EEOC deems appropriate, including, but not limited to, evidence received by EEOC in its investigation of the charge of discrimination underlying this action, in connection with its litigation of this action, and in connection with the claims process provided by this Decree.

24. Acting in its discretion and subject only to final approval by the Court (or the Special Master), EEOC shall assign each individual whose Claim Form is timely received by EEOC and whom EEOC determines to be an Eligible Claimant to one of five "claimant tiers," defined by EEOC to reflect approximately the relative severity of the Eligible Claimants' claims. In assigning Eligible Claimants among these five "claimant tiers," EEOC will consider the following factors: (i) severity of harassment/retaliation, (ii) duration of harassment/retaliation, (iii) extent of harm, (iv) whether the Eligible Claimant was constructively discharged, and (v) whether and, if so, the extent to which the Eligible Claimant complained to EEOC and cooperated or participated in this litigation prior to May 15, 1998. Individuals who received monetary relief in the lawsuit Evans v. Motor Manufacturing of America, Inc., Civil Action No. 94-1545 (C.D. Ill.) or Aeschleman v. Mitsubishi Motor Manufacturing of America, Inc., Civil Action No. 96-1212 (C.D. Ill.), or who, prior to May 15, 1998, advised EEOC in writing that they did not wish EEOC to seek relief for them in this litigation, shall not be Eligible Claimants.

25. Acting in its discretion and subject only to final approval by the Court, EEOC shall determine the portion of the Settlement Fund that will be allocated to each of the five "claimant tiers" provided for by the immediately preceding paragraph. The amounts allocated to each of the "claimant tiers" will vary both in gross amount and on a per capita basis. Within each "claimant tier," the amount of monetary relief to be received by each Eligible Claimant shall be equal and shall reflect the factors enumerated in paragraph 24, above. This Decree contemplates that there will be significant differences in amounts individually received by Eligible Claimants assigned to each tier as compared to those in other tiers. No Eligible Claimant shall receive more than $300,000.00 in gross monetary relief.

26. This Decree further contemplates that there will be a substantially greater difference in the amounts individually

received by Eligible Claimants assigned to the lowest tier, with Eligible Claimants in that lowest tier receiving much lower or nominal amounts. In assigning Eligible Claimants to that lowest tier, substantial weight shall be accorded to factor (v) in paragraph 24, above.

Procedures To Determine Eligibility

27. Notification of Settlement/Claims Process. Within fourteen (14) days after entry of this Consent Decree, EEOC shall mail a Notice of Settlement (in the form of Exhibit A-1 attached to this Decree) to all women who were employed by MMMA at any time between January 1, 1987 and the date of entry of this Decree. MMMA shall cooperate in the notification process, including, among other things, providing to EEOC last known addresses and telephone numbers of current and former female employees not previously provided to EEOC. All persons who wish to participate in distribution of the Settlement Fund must complete and return a Claim Form (in the form of Exhibit B attached to this Decree) to EEOC so that it is actually received by EEOC by the close of business forty-five (45) days after the Notices of Settlement are mailed by EEOC.

28. Within fourteen (14) days after entry of this Decree, EEOC shall also mail a Notice of Settlement (in the form of Exhibit A-2 attached to this Decree) to women who worked at MMMA's Normal, Illinois facility pursuant to a contract between MMMA and their direct employer and who have been identified by EEOC, prior to entry of this Decree, as potential victims. This Decree shall not constitute an adjudication and/or finding on the merits of the issue of joint employer liability, and shall not be used as evidence of liability, res judicata, or collateral estoppel as to that issue in any other legal proceeding against MMMA.

29. As a further means of notifying potential Eligible Claimants of the settlement of this lawsuit and of the claims process described in this Decree, within ten (10) days after entry of this Decree, there will be published one time in the editorial (not classified) sections of the Peoria Journal-Star and the Bloomington Pantagraph a Notice of Lawsuit Settlement in the form of Exhibit C attached to this Decree. The advertisement shall be no smaller than two (2) columns by ten (10) inches in size.

30. ANY PERSON FROM WHOM EEOC HAS NOT ACTUALLY RECEIVED A COMPLETED CLAIM FORM BY THE CLOSE OF BUSINESS FORTY-FIVE (45) DAYS AFTER THE NOTICES OF SETTLEMENT ARE MAILED SHALL NOT BE ENTITLED TO RECEIVE ANY MONETARY RELIEF UNDER THE CONSENT DECREE, AND SHALL BE DEEMED, WITHOUT FURTHER ACT OR DEED BY ANY PERSON OR THE COURT, TO BE INELIGIBLE FOR AND FOREVER BARRED FROM RECEIVING

ANY PAYMENTS UNDER THIS CONSENT DECREE.

31. EEOC Determination of Eligibility and Computation of Claims. Within seventy-five (75) days after the deadline for receipt by EEOC of returned Claim Forms, EEOC shall make its determinations as to: (i) the eligibility of each claimant who has timely submitted a Claim Form to EEOC, and (ii) the "claimant tier" assignment of each Eligible Claimant. EEOC shall also make at this time preliminary determinations as to the gross (pre-tax) amount of monetary relief from the Settlement Fund that will be awarded to Eligible Claimants in each tier. Such preliminary determinations may be subject to change based on (i) whether and the extent to which EEOC's determinations as to eligibility and tier placement are modified pursuant to the objection process provided for in this Decree, and/or (ii) the amount of additional interest that has accrued to the Settlement Fund between the date on which EEOC renders its determinations pursuant to this paragraph and the date on which the Settlement Fund is actually distributed to Eligible Claimants.

32. Notification of Eligibility and Tier Assignment. Within seventy-five (75) days after the deadline for receipt by EEOC of returned Claim Forms, EEOC shall mail to each person from whom it has received a Claim Form a letter containing the following information: (i) whether she has been designated an Eligible Claimant; (ii) if so designated, the "claimant tier" to which EEOC has assigned her and the preliminary determination as to the gross (pre-tax) amount of monetary relief to which such person will be entitled as a member of such tier; and (iii) her opportunity to object to EEOC's determinations in accordance with the provisions of this Decree. The letter will also inform each Eligible Claimant that any monetary payments she may receive from the Settlement Fund may be subject to mandatory federal, state and local income tax withholding.

33. Claim Forms received by EEOC shall be treated as confidential and not disclosed to MMMA or any other person or entity, except that such Claim Forms may be submitted confidentially to the Special Master or the Court in accordance with the claims process set forth in this Decree.

34. Objection Procedure. Any claimant whose Claim Form is timely received by EEOC and who desires to object to an EEOC determination concerning eligibility or "claimant tier" assignment may do so by submitting to EEOC, within thirty (30) days after the date of mailing of EEOC's determination, a written objection. Any such written objection must state the basis for the objection, the tier into which the claimant believes she should have been assigned, and the specific reasons for such assignment. Within two (2) weeks after receipt of such written objection, EEOC shall review its determination as to

eligibility and/or "claimant tier" assignment for the objecting claimant and either modify its determination or deny the objection and submit the objection to a Special Master, who shall be nominated by EEOC, and, if acceptable to the Court, approved by the Court.

35. The Special Master shall promptly consider each written objection he or she receives. Within twenty-one (21) days after receiving from EEOC any objections made by a claimant, or as soon thereafter as is practicable, the Special Master shall render a final determination as to whether the objecting claimant is an Eligible Claimant and/or the appropriate "claimant tier" into which such objecting claimant should be assigned. The Special Master shall notify, in writing, both EEOC and such objecting claimant of that final determination, which shall be binding upon EEOC and the objecting claimant. The Special Master shall change the "claimant tier" assignment for an objecting claimant only upon finding that EEOC's initial tier assignment for such person constituted a gross deviation from EEOC's application of the provisions contained in paragraphs 22-26, above.

36. Notification of Final Distribution Amount and Release of Claims. Within twenty-one (21) days after receiving notification of the Special Master's final determinations for all claimants who submitted objections, the EEOC shall mail to each Eligible Claimant a letter notifying her of the gross (pre-tax) amount of the payment to which such Eligible Claimant was finally determined to be entitled (hereinafter, the "Final Gross Settlement Amount"), and further notifying each Eligible Claimant that in order to receive any monetary payments under this Decree, she must execute and deliver to EEOC a Release (a copy of which is attached hereto as Exhibit D). The letter will inform each Eligible Claimant that such Release must be signed and returned to EEOC so that it is actually received by EEOC no later than thirty (30) days after the date on which EEOC mailed the Releases to such individuals.

37. ANY ELIGIBLE CLAIMANT WHOSE EXECUTED RELEASE IS NOT ACTUALLY RECEIVED BY EEOC WITHIN THIRTY (30) DAYS AFTER THE DATE EEOC MAILED SUCH RELEASE TO SUCH ELIGIBLE CLAIMANT WILL BE INELIGIBLE FOR AND FOREVER BARRED FROM RECEIVING ANY MONETARY RELIEF UNDER THIS DECREE.

38. Court Approval of Final Distribution Amounts. Within fourteen (14) days after the time provided for returning Releases to EEOC has expired, EEOC shall file with the Court a motion for the Court's approval of the allocation of the Settlement Fund among Eligible Claimants as determined by EEOC (or, where applicable, the Special Master). In connection with this motion, EEOC shall file, under seal, a final settlement distribution list which shall contain the name, address and Final Gross Settlement

Amount for each Eligible Claimant, as well as a copy of the Release signed by each Eligible Claimant.

39. Calculation and Distribution of Final Settlement Amounts. Within fourteen (14) days after the Court enters an Order approving EEOC's proposed allocation of the Settlement Fund, the Payment Agent shall notify EEOC of the net amount to be paid to each Eligible Claimant and the amount of any mandatory income tax withholding required by federal, state and local taxing authorities, based on the Final Gross Settlement Amount indicated by EEOC and approved by the Court in paragraph 38, above.

40. EEOC shall file with the Court any objections to the net amounts calculated by the Payment Agent in accordance with paragraph 39, above, by no later than seven (7) days after receiving the Payment Agent's proposed net amounts. Within fourteen (14) days after the period within which EEOC may file objections expires, or after the Court has issued an order resolving any objections filed by EEOC to the Payment Agent's proposed net amounts, whichever occurs last, (a) EEOC shall provide the original signed releases to MMMA's counsel and (b) the Payment Agent shall draw on the Settlement Fund checks in the net amounts calculated by the Payment Agent (or the Court in the event EEOC files an objection), and shall mail such checks to the addresses provided by EEOC for the Eligible Claimants, along with an itemization of any amounts that had been withheld from the Final Gross Settlement Amount. Simultaneously, the Payment Agent shall send to the EEOC a listing of each payee's name, the check amount and an itemization of any amounts withheld. The Payment Agent shall promptly notify EEOC in writing of any checks that are returned or are not cashed after a period of thirty (30) days has elapsed from the date on which the settlement checks were mailed by the Payment Agent. EEOC may take, at EEOC's expense, further steps to reach those Eligible Claimants who did not receive and/or deposit their settlement checks. In the event that any portion of the Settlement Fund, including accrued interest, has not been distributed as required by this Decree after a period of three hundred (300) days has elapsed from the date on which the settlement checks were mailed by the Payment Agent, then such remaining amounts from the Settlement Fund shall be paid, subject to such further orders as the Court may deem appropriate, to one or more public or not-for-profit organizations one of whose primary purposes is to benefit women's workplace interests in the Bloomington-Normal, Illinois area. EEOC shall determine the organization(s) to receive such funds, subject to Court approval, and shall so notify MMMA's counsel.

41. All costs associated with the distribution of the Settlement Fund to Eligible Claimants shall be paid by MMMA, including without limitation, all costs associated with the

creation of the Settlement Fund, all costs related to the issuance and mailing of checks from the Settlement Fund, and all costs relating to the Special Master; except, however, that in the event that the total costs relating to the Special Master exceed $25,000, such excess amount shall be paid out of the interest from the Settlement Fund. If the total excess amount of the Special Master's costs exceeds the total amount of interest from the Settlement Fund, MMMA shall be responsible for any remainder amount of costs owed to the Special Master. Under no circumstances is MMMA to use the principal or interest from the Settlement Fund to pay any costs associated with the distribution of the Settlement Fund other than costs relating to the Special Master as is specified in this paragraph.

42. All amounts distributed from the Settlement Fund constitute "compensatory damages," under the Civil Rights Act of 1991, 42 U.S.C. Sec. 1981a. No payment made pursuant to this Decree shall constitute or be considered to be back-pay.

Non-Monetary Relief

43. MMMA affirms the following "Statement of Zero-Tolerance Policy and Equality Objectives":

> Mitsubishi Motor Manufacturing of America, Inc. is firmly committed to developing and maintaining a zero-tolerance policy concerning sexual harassment, sex-based harassment and retaliation against individuals who report harassment in the company's workplace; to swiftly and firmly responding to any acts of sexual or sex-based harassment or retaliation of which the company becomes aware; to implementing a disciplinary system that is designed to strongly deter future acts of sexual or sex-based harassment or retaliation; to eradicating any vestiges of a work environment that is hostile to women; and to actively monitoring its workplace in order to ensure tolerance, respect and dignity for all people.

This paragraph does not create any contractual causes of action or other rights that would not otherwise exist.

Specific Non-Monetary Relief

44. In order to effectuate the objectives embodied in

MMMA's Statement of Zero-Tolerance Policy and Equality Objectives and this Decree, MMMA shall make whatever specific modifications are necessary to its existing policies, procedures and practices in order to ensure that the following policies, procedures and practices are in effect:

(a) Sexual Harassment Policy. MMMA agrees that it shall revise its sexual harassment policy, as necessary, in order to: (i) provide examples to supplement the definitions of sexual harassment and sex-based harassment; (ii) include strong non-retaliation language with examples to supplement the definition of retaliation, and provide for substantial and progressive discipline for incidents of retaliation; (iii) eliminate the "false accusation" provision contained in its current sexual harassment policy; (iv) provide that complaints of sexual harassment, sex-based harassment and/or retaliation will be accepted by MMMA in writing and orally; (v) provide a timetable for reporting harassment, for commencing an investigation after a complaint is made or received and for remedial action to be taken upon conclusion of an investigation; and (vi) indicate that, promptly upon the conclusion of its investigation of a complaint, MMMA will communicate to the complaining party the results of the investigation and the remedial actions taken or proposed, if any.

(b) Complaint Procedures.

(i) MMMA agrees that it shall revise its complaint procedure as necessary in order to ensure that it is designed to encourage employees to come forward with complaints about violations of its sexual harassment policy. As part of this policy, MMMA agrees that it shall provide its employees with convenient, confidential and reliable mechanisms for reporting incidents of sexual harassment, sex-based harassment and retaliation. MMMA agrees that it shall designate at least two employees from the department charged with investigating such issues as persons who may be contacted, and their names, responsibilities, work locations and telephone numbers shall be routinely and continuously posted. Also as part of its procedure, MMMA agrees that it shall keep its 24-hour Complaint hotline in place, and shall

take seriously anonymous complaints received on the hotline. Additionally as part of its complaint procedure, MMMA agrees that it shall maintain in the plant the presence of personnel charged with handling complaints of sexual harassment, sex-based harassment and retaliation.

(ii) MMMA agrees that it shall revise its policies as necessary to enable complaining parties to be interviewed by MMMA about their complaints in such a manner that permits the complaining party, at such party's election, to remain inconspicuous to all of the employees in such party's work area. MMMA agrees that its complaint procedure shall not impose upon individuals seeking to make a complaint alleging sexual harassment, sex-based harassment and/or retaliation any requirements that are more burdensome than are imposed upon individuals who make other complaints of comparable gravity.

(iii) MMMA agrees that it shall revise its complaint handling and disciplinary procedures as necessary to ensure that all complaints of sexual harassment, sex-based harassment and/or retaliation are investigated and addressed promptly. Specifically, MMMA agrees that it shall make best efforts to investigate all complaints of sexual harassment, sex-based harassment and/or retaliation promptly and to complete investigations within three (3) weeks. MMMA will further make best efforts to prepare its written findings of the results of each investigation and the remedial actions proposed within seven (7) days after completion of the investigation, and shall thereupon promptly communicate to the complaining party the results of the investigation and the remedial actions taken or proposed, if any.

(iv) MMMA agrees that it shall make best efforts to ensure that appropriate remedial action is taken to resolve complaints and to avoid the occurrence of further incidents of sexual harassment, sex-based harassment and/or retaliation. MMMA specifically agrees that its complaint procedure shall include the

power, in MMMA's sole discretion, to order, during the pendency of the investigation, the immediate transfer of persons accused of having violated MMMA's sexual harassment policy or of persons who claim to have been victims of such violations, as well as the power to order the permanent transfer of employees found to have violated such policy, and, upon the request of the complaining party, the permanent transfer of any complaining party who is found to have been the victim of a violation of MMMA's sexual harassment policy. Where possible, transfer will be in line with seniority. MMMA further agrees that it shall revise its progressive discipline policy to provide for substantial discipline short of termination -- including, but not limited to, suspensions without pay -- as a possible consequence for violations of its sexual harassment policy.

(v) MMMA agrees that it shall, for the duration of the Decree, permit individual complainants to appeal MMMA's findings and remedial actions proposed or taken to the "Complaint Monitor" (as that term is defined herein), in accordance with the procedures set forth in paragraphs 58-67 herein.

(c) Policies Designed To Promote Supervisor Accountability.

(i) MMMA agrees that it shall impose substantial discipline -- up to and including termination, suspension without pay or demotion -- upon any supervisor or manager who engages in sexual harassment or sex-based harassment or permits any such conduct to occur in his or her work area or among employees under his or her supervision, or who retaliates against any person who complains or participates in any investigation or proceeding concerning any such conduct. MMMA shall communicate this policy to all of its supervisors and managers.

(ii) MMMA agrees that it shall continue to advise all managers and supervisors of their duty to actively monitor their work areas to ensure employees' compliance with the company's

sexual harassment policy, and to report any incidents and/or complaints of sexual harassment, sex-based harassment and/or retaliation of which they become aware to the department charged with handling such complaints.

(iii) MMMA agrees that it will complete its current revision of the supervisor appraisal process to include performance evaluations for the handling of equal employment opportunity ("EEO") issues as an element in supervisor appraisals, and to link such evaluations directly to supervisor salary/bonus structure.

(iv) MMMA agrees that it shall include "commitment to equal employment opportunity" as a criterion for qualification for supervisory positions.

(d) Sexual Harassment Training.

(i) MMMA agrees that it shall continue to provide mandatory annual sexual harassment training to all supervisors; to provide mandatory sexual harassment training to all new employees during employee orientation; to provide mandatory sexual harassment training to all senior management officials; to provide mandatory sexual harassment training for all employees of Mitsubishi Motors Corporation who are assigned to work at MMMA's facility in Normal, Illinois, prior to their commencing employment at MMMA's facility in Normal, Illinois; and to provide training to all persons charged with the handling of complaints of sexual harassment, sex-based harassment and/or retaliation related thereto conducted by experienced sexual harassment educators and/or investigators to educate them about the problems of sexual harassment in the workplace and the techniques for investigating and stopping it.

(ii) MMMA agrees that it shall require a senior management official to introduce all sexual harassment training to communicate MMMA's commitment to its Statement of Zero-Tolerance Policy and Equality Objectives.

(e) Policies Reflecting Sensitivity to Women's Needs. MMMA agrees that it shall create a nursing room where nursing mothers can express milk in private, and shall make certain that its practices with respect to personal and hygienic needs of its female employees are realistic, appropriate and fairly administered in accordance with the April 6, 1998 OSHA interpretation of 29 C.F.R. 1910.141(c)(1)(i).

(f) Consent Decree Monitors. In accordance with paragraphs 45-57 of this Decree, MMMA and EEOC shall appoint Consent Decree Monitors who will have broad powers to effectuate the purposes of this Decree.

(g) Complaint Monitor. In accordance with paragraphs 58-67 of this Decree, MMMA shall modify its complaint procedures to provide for the appointment of a Complaint Monitor who will, for the duration of this Decree, monitor MMMA's investigation and resolution of complaints alleging violations of MMMA's sexual harassment policy.

Creation and Function of Consent Decree Monitors

45. Immediately upon entry of this Decree, MMMA and EEOC will establish a panel of independent Consent Decree Monitors (the "Decree Monitors") to oversee the implementation by MMMA of the terms of this Decree.

46. The Decree Monitors will have authority, for the entire term of the Decree, under Court supervision, to determine the policies, procedures and practices that should be developed, modified or implemented to meet the non-monetary relief objectives of this Decree.

47. The panel of Decree Monitors will consist of three persons: one MMMA appointee, one EEOC appointee, and one appointee agreed to by the Parties who will serve as Chairperson. MMMA's appointee shall be Joyce E. Tucker. EEOC's appointee shall be Nancy B. Kreiter. The Chairperson shall be George F. Galland, Jr. In the event a Decree Monitor is unable or unwilling to continue to serve as a member of the panel of Decree Monitors, the party who selected such Decree Monitor shall have the authority to replace that member, subject to Court approval. If the Chairperson is unwilling or unable to continue to serve as Chairperson, the parties shall jointly select a new Chairperson, subject to Court approval.

48. The panel of Decree Monitors will operate as a team and will work together in their oversight of the implementation of this Decree. The Decree Monitors will attempt to reach consensus on all recommendations; provided, however, that if they are unable to reach unanimity as to a specific recommendation, a majority shall prevail.

49. Within two (2) months after their appointment, the Decree Monitors will: (i) evaluate all existing employment policies, procedures and practices that are related to the objectives contained in the Statement of Zero-Tolerance Policy and Equality Objectives and this Decree; and (ii) after consultation with EEOC and MMMA, make recommendations for any changes to such existing policies, procedures and practices that the Decree Monitors believe are necessary or appropriate for achieving MMMA's Statement of Zero-Tolerance Policy and Equality Objectives. The Decree Monitors shall report their findings and recommendations to EEOC and MMMA.

50. MMMA shall implement each recommendation of the Decree Monitors unless, within twenty-one (21) business days after receiving a recommendation, MMMA files an objection with EEOC that the Decree Monitors' recommendation, in whole or in part, involves the application of unsound business judgment or is technically not feasible. The parties will then have thirty (30) business days within which to try to resolve the objection. If they are unable to do so, MMMA shall then have seven (7) business days within which to file an objection with the Court.

51. In the event that MMMA files with the Court an objection to any of the Decree Monitors' recommendations, EEOC will participate in the proceedings with the Court.

52. Within one (1) year after their appointment, the Decree Monitors shall complete their own review and evaluation of all current employment policies and practices that are related to the Statement of Zero-Tolerance Policy and Workplace Objectives, and shall submit a written report to EEOC, MMMA and the Court setting forth the following information:

(i) an assessment of whether MMMA has successfully implemented each specific change to its policies and practices Ordered in paragraph 44 above;

(ii) for each specific change that has not been successfully implemented, a statement discussing the reason for MMMA's failure to implement such change;

(iii) an evaluation of the impact of the specific changes made pursuant to this Decree;

(iv) an assessment of the effectiveness of MMMA's policies and practices for achievement of MMMA's Statement of Zero-Tolerance Policy and Equality Objectives;

(v) recommendations for any changes to existing practices, policies or programs or any additional policies, practices or programs that the Decree Monitors deem necessary or appropriate for achieving MMMA's Statement of Zero-Tolerance Policy and Equality Objectives and the terms of this Decree; and

(vi) timetables for implementation and completion of compliance with any of their recommendations, subject to the terms of this Decree.

53. Thereafter, for the duration of the Decree, the Decree Monitors will be responsible for continuing the review and evaluation of all ongoing employment policies and practices of the Company relating to MMMA's Statement of Zero-Tolerance Policy and Equality Objectives and the terms of this Decree, as well as monitoring the impact and effectiveness of their recommendations. The Decree Monitors will continue during this time to recommend revisions or modifications to ongoing employment policies and practices in order to achieve the Statement of Zero-Tolerance Policy and Equality Objectives and the terms of this Decree. At the end of each successive year, the Decree Monitors shall submit an annual report to EEOC, MMMA and the Court setting forth the information described in paragraph 52 herein.

54. MMMA shall implement each recommendation of the Decree Monitors except as in accordance with the provisions for making objections set forth in paragraphs 50-51 of this Decree.

55. MMMA shall cooperate with the Decree Monitors in connection with their efforts to oversee and monitor the implementation of the non-monetary relief objectives of the Decree, including providing reasonable access to all relevant documents and other sources of information, in whatever form they are maintained in the ordinary course of business, necessary or appropriate to the exercise of their authority. The Decree Monitors shall make best efforts to minimize the disruption to the workplace during the course of their oversight. Nothing in this Decree shall confer on the Decree Monitors the power to require the disbandment or reorganization of any Department at MMMA; provided, however, that the Decree Monitors shall have the power to make specific recommendations for changes to the operations of any Department necessary or appropriate to achieve the objectives of the Statement of Zero-Tolerance Policy and Equality Objectives and of this Decree. Given the need of each

Decree Monitor to review confidential business information of MMMA, each Decree Monitor will sign a confidentiality agreement.

56. MMMA shall be responsible for the implementation of all non-monetary relief under the terms of this Decree, except as otherwise provided herein. MMMA shall not be precluded from developing and implementing its own programs as it may find appropriate. In formulating their determinations and recommendations, the Decree Monitors will take such programs into account.

57. MMMA shall compensate all Decree Monitors, at their customary rates or upon other terms acceptable to MMMA, the Decree Monitors and EEOC. MMMA shall pay any and all reasonable costs necessary to fulfill the work of the Decree Monitors.

Monitoring of Complaints

58. In addition to the functions and purposes described above, the Decree Monitors shall also have the responsibility for overseeing the investigation of all sexual and sex-based harassment and related retaliation complaints reported to MMMA. The Chairperson shall be initially designated as the person who will be responsible for monitoring such complaints (such designated person is hereinafter referred to as the "Complaint Monitor").

59. MMMA shall transmit to the Complaint Monitor a copy of each such written complaint reported to MMMA as soon as practicable and, in any event, no later than the close of the next business day after MMMA receives any such complaint.

60. The Complaint Monitor will oversee the investigation and, where appropriate, may make recommendations to MMMA concerning the conduct of the investigation of each such complaint. MMMA shall make a good faith best effort to follow any recommendations made by the Complaint Monitor concerning the conduct of the investigation. The Complaint Monitor may also interview the complaining party, if the Complaint Monitor deems it appropriate.

61. Upon completion of the investigation, MMMA shall promptly prepare and provide the Complaint Monitor with a copy of a written report summarizing the investigation undertaken and any remedial actions taken or proposed by MMMA, and shall also promptly communicate to the complaining party the results of the investigation and the remedial actions taken or proposed, if any, and shall further inform the complaining party of her right to appeal MMMA's finding to the Complaint Monitor.

62. If, upon receiving and reviewing an appeal from an individual complainant or upon its own initiative, the Complaint

Monitor believes that the remedial action proposed by MMMA is inconsistent with MMMA's Statement of Zero-Tolerance Policy and Equality Objectives or with the terms of this Decree, the Complaint Monitor shall first attempt to resolve the disagreement with MMMA. If MMMA and the Complaint Monitor are unable to reach a resolution of their disagreement to the satisfaction of the Complaint Monitor, the Complaint Monitor shall report to EEOC any such inconsistency.

63. Nothing in this Decree vitiates the right of employees or their Unions to file grievances under the collective bargaining agreement, including but not limited to matters related to alleged sexual harassment or alleged improper disciplinary actions. In the event any disciplinary action taken by MMMA is overturned by an arbitrator as the result of a union grievance, the decision of the arbitrator shall, to the extent required by law, be final and binding. The parties to this Decree recognize that the Unions and MMMA have certain obligations under the National Labor Relations Act; this Decree will be administered consistent with federal labor and employment discrimination laws.

64. Except for communicating as may be necessary with MMMA and EEOC, the Complaint Monitor shall retain all information supplied by MMMA relating to each complaint in strict confidence.

65. MMMA shall inform all employees of the appointment and function of the Complaint Monitor, and each individual who files a written complaint to MMMA shall receive, upon the filing of such complaint, a written notice informing him/her of the existence and function of the Complaint Monitor. Such notice shall provide the name, telephone number and address at which the Complaint Monitor may be reached, and shall inform the complainant of his/her right to contact the Complaint Monitor and to appeal MMMA's findings and proposed remedial actions to the Complaint Monitor.

66. MMMA shall compensate the Complaint Monitor at his/her customary rates or upon other terms acceptable to MMMA, the Complaint Monitor and EEOC. MMMA shall also pay any and all reasonable costs necessary to fulfill the work of the Complaint Monitor.

67. The work of the Complaint Monitor shall continue for the full term of this Decree, three (3) years. In the event that the Complaint Monitor is unable or unwilling to continue to serve as Complaint Monitor for the full term of the Decree, then the Decree Monitors shall unanimously designate a new Complaint Monitor to be selected from one of them, subject to the approval of EEOC and MMMA. Such approval may not be unreasonably withheld. In the event that none of the Decree Monitors is able

to serve as the Complaint Monitor, then the Decree Monitors shall unanimously designate an outside person to serve as Complaint Monitor, subject to the approval of EEOC and MMMA.

Posting of Notice

68. Within two (2) weeks after entry of this Decree, MMMA shall post a notice in the form of Exhibit E attached to this Decree in prominent and conspicuous locations throughout its facilities in Normal, Illinois. The notice shall remain posted for the duration of this Decree. In the event that the persons and/or departments to whom individuals should make complaints alleging sex-harassment, sex-based harassment and/or retaliation change during the term of the Decree such that the information contained on the Notice is no longer accurate, MMMA shall immediately notify EEOC, who shall then prepare and deliver to MMMA a new notice that contains the correct information. MMMA shall thereupon promptly replace the old notices with the revised notices.

69. MMMA shall provide a copy of the Decree to any employee who requests one.

Dispute Resolution

70. In the event that either party to this Decree believes that the other party has failed to comply with any provision(s) of the Decree, the complaining party shall notify the alleged non-complying party in writing of such non-compliance and afford the alleged non-complying party ten (10) business days to remedy the non-compliance or satisfy the complaining party that the alleged non-complying party has complied. If the alleged non-complying party has not remedied the alleged non-compliance or satisfied the complaining party that it has complied within ten (10) business days, the complaining party may apply to the Court for appropriate relief. In the event that, upon the expiration date of this Decree, a dispute is pending pursuant to this paragraph, then the term of this Decree shall be extended, with respect to the issue in dispute only, until such time as such dispute is resolved by the Parties or the Court.

Enforcement of Decree

71. EEOC, MMMA and the Unions will make best efforts to effectuate the terms of this Decree.

72. EEOC and the Decree Monitors shall each have independent authority to seek the judicial enforcement of any aspect, term or provision of this Decree and may take appropriate measures to effectuate enforcement of this Settlement Agreement and any of its terms or provisions.

73. Eligible Claimants shall have no independent right to enforce any of the terms of this Decree.

74. The Unions shall have no independent right to enforce any of the terms of this Decree; provided, however, that the Unions may continue to enforce other contractual or statutory rights not created by this Decree.

75. The Court will take whatever measures it deems appropriate to effectuate the enforcement of the terms of this Decree.

76. Nothing in this Decree is intended to confer upon any person other than EEOC, MMMA and the Decree Monitors the right to seek enforcement of this Consent Decree or of any of the terms contained herein.

Confidentiality

77. The Parties shall keep confidential the names of all Eligible Claimants and the Distribution Amounts that each received.

78. The Pre-Trial Protective Order entered by the Court on February 12, 1997 shall continue to remain in full force and effect and govern all confidentiality issues for the duration of the Decree. The Decree Monitors and Complaint Monitor shall, as a precondition to their appointment, agree in writing to abide by the terms of the Pre-Trial Protective Order; except, however, that none of the various reports and submissions prepared by the Decree Monitors in accordance with the terms of this Decree shall be treated as confidential or subject to the Pre-Trial Protective Order.

Costs

79. MMMA agrees to pay all costs associated with the administration of this Decree, except as is specifically provided otherwise in this Decree.

80. Each Party shall bear its own costs and attorneys' fees associated with this litigation, and neither Party shall seek reimbursement for any outstanding litigation costs.

Other General Provisions

81. Computation of Time Periods. In computing any period of time prescribed or allowed by this Decree, unless otherwise stated, such computation shall be made consistent with the Federal Rules of Civil Procedure.

82. Counterparts. This Decree may be executed in one or more counterparts, and each executed copy shall be deemed an

original which shall be binding upon all parties hereto.

83. Persons Bound By Decree. The terms of this Consent Decree are and shall be binding upon the Parties, and upon all of their present and future representatives, agents, directors, officers, assigns and successors of MMMA.

84. MMMA Not Required to Violate Existing Law. MMMA is not required by this Consent Decree to violate any applicable law, order, ordinance, or regulation as interpreted by controlling judicial authority. This paragraph applies to final decisions of all Federal and State courts and agencies with jurisdiction over MMMA and to all court orders naming MMMA. In the event of any conflict between federal law and state law, federal law shall govern.

85. Notices. Except as is otherwise provided for in this Decree, all notifications, reports and communications to the Parties required under this Decree shall be made in writing and shall be sufficient as hand-delivered or sent by first class mail to the following persons:

For EEOC:
John C. Hendrickson, Esq.
Regional Attorney
EEOC
500 W. Madison St.
Suite 2800
Chicago, Illinois 60661

For MMMA:
Gary L. Shultz, Esq.
Vice President and General Counsel
MMMA
100 North Mitsubishi Motorway
Normal, Illinois 61761

Any party may change such addresses by written notice to the other parties, setting forth a new address for this purpose. Notwithstanding the provisions for notification contained in this paragraph, the Parties may send each other such notifications, reports and communications by facsimile transmission.

86. Construction. The terms of this Decree are the product of joint negotiations and shall not be construed as having been authored by one party rather than another.

87. Integration. This Decree constitutes the entire agreement between MMMA and EEOC hereto with respect to the matters herein and it supersedes all negotiations, representations, comments, contracts, and writings prior to the date of this Consent Decree.

SO ORDERED, ADJUDGED AND DECREED this _____ day of _____, 1998.

_____ United States District Court Judge

Agreed to in form and content:

FOR THE PLAINTIFF,
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION:

C. Gregory Stewart
General Counsel

Gwendolyn Young Reams
Associate General Counsel

Equal Employment Opportunity Commission
1801 "L" Street
Washington, D.C. 20507

_____
_____
John C. Hendrickson
Regional Attorney

Pamela Moore Gibbs
Trial Attorney

_____
_____
Jean P. Kamp
Supervisory Trial Attorney

Michelle A. Caiola
Trial Attorney

_____
_____
Steven J. Levine
Trial Attorney

Noelle Brennan
Trial Attorney

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
500 West Madison Street
Suite 2800
Chicago, Illinois 60661
(312) 353-8551

Dated: _____

Agreed to in form and content:

FOR THE DEFENDANT,
MITSUBISHI MOTOR MANUFACTURING OF AMERICA, INC.:

_____ Dated:_____

Walter B. Connolly, Jr.

MILLER, CANFIELD, PADDOCK
& STONE, P.L.C.
150 West Jefferson Avenue
Suite 2500
Detroit, Michigan 48226
(313) 963-6420

_____ Dated:_____

Alison B. Marshall

MILLER, CANFIELD, PADDOCK
& STONE, P.L.C.
1900 K Street, NW
Suite 1150
Washington, D.C. 20006
(202) 429-5575

Agreed to in form and content:

FOR RULE 19 PARTY UAW INTERNATIONAL:

_____ Dated:_____

Paul C. Korman
Director, UAW Region 4

Paul C. Korman
Director, UAW Region 4
2700 South River Road, 2d Floor
Des Plaines, IL 60018

Agreed to in form and content:

FOR RULE 19 PARTY UAW LOCAL UNION 2488:

_____ Dated:_____

Charles Kearney
President, UAW Local 2488

UAW Local 2488
Charles Kearney -- President
RR 3, Box 560
Bloomington, IL 61704