IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
SOUTHERN DIVISION

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,	)	
Plaintiff,	)	
v.	)	**Civil Action No. 05-cv-00287-RWT**
LOCKHEED MARTIN CORPORATION	)	
Defendant.	)	

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CONSENT DECREE RESOLVING THE RETALIATION CLAIMS EMANATING FROM THE CHARGE OF DISCRIMINATION FILED BY DENISE ISAAC

This action was instituted by Plaintiff, the U.S. Equal Employment Opportunity Commission ("the EEOC" or "the Commission"), against Defendant Lockheed Martin Corporation ("Defendant" or "Lockheed") alleging, in relevant part, violations of the anti-retaliation provisions of Title VII of the Civil Rights Act of 1964 ("Title VII"), as amended, the Age Discrimination in Employment Act ("the ADEA"), the Equal Pay Act of 1963 ("the EPA"), and Section 15(a)(3) of the Fair Labor Standards Act ("the FLSA") (collectively, "Plaintiff's retaliation claims"). The Amended Complaint alleges, in relevant part, that Defendant, through its subsidiary Lockheed Martin Global Telecommunications, Inc. ("LMGT"), retaliated against Denise Isaac by conditioning her receipt of severance benefits upon her withdrawal of a charge filed with the Commission. On August 9, 2006, the Hon. Judge Roger W. Titus granted Plaintiff's cross motion for partial summary judgment in favor of Plaintiff on its retaliation

claims.

The Commission and Defendant desire to resolve Plaintiff's retaliation claims without the time and expense of a trial, and they desire to formulate a plan to be embodied in a Consent Decree which will promote and effectuate the anti-retaliation provisions of the laws enforced by the Commission. Upon the entry of this Consent Decree, Defendant's pending Motion for Reconsideration shall be deemed moot.

Defendant continues to deny that it engaged in any retaliation, unlawful conduct or any wrongdoing, and this Consent Decree shall not be construed as an admission by Defendant of any wrongdoing. This Consent Decree may not be used in evidence for any purpose in any litigation except to enforce this Consent Decree.

This Consent Decree shall not constitute an adjudication on the relief requested in the Amended Complaint for Plaintiff's retaliation claims.

The Court has examined this Consent Decree and finds that it is reasonable and just and in accordance with the Federal Rules of Civil Procedure, Title VII, the ADEA, the EPA, and Section 15(a)(3) of FLSA. Therefore, upon due consideration of the record herein and being fully advised in the premises, it is ORDERED, ADJUDGED AND DECREED:

1. This Consent Decree resolves all issues and claims alleged in the Amended Complaint filed by the Commission in this action which emanated from the Charge of Discrimination filed by Denise Isaac.

2. This Consent Decree shall be in effect for a period of two (2) years from the date it is entered by the Court.

3. LMGT is hereby enjoined from retaliating against any employee who files a

Charge of Discrimination with the Commission, as set forth in the following provisions:

> It shall be an unlawful employment practice for an employer to discriminate against any of his employees ... because he has opposed any practice made an unlawful employment practice by this subchapter, or because he has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this subchapter.

42 U.S.C. § 2000e-3(a) of Title VII of the Civil Rights Act of 1964.

> It shall be unlawful for an employer to discriminate against any of his employees or applicants for employment, for an employment agency to discriminate against any individual, or for a labor organization to discriminate against any member thereof or applicant for membership, because such individual, member or applicant for membership has opposed any practice made unlawful by this section, or because such individual, member or applicant for membership has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or litigation under this chapter.

29 U.S.C. § 623(d) of the Age Discrimination in Employment Act.

> … [I]t shall be unlawful for any person --
>
> to discharge or in any other manner discriminate against any employee because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to this chapter, or has testified or is about to testify in any such proceeding … .

29 U.S.C. § 215(a)(3) of the FLSA (*inter alia* prohibiting retaliation against persons who file charges with the Commission alleging violations of the Equal Pay Act).

4. LMGT shall not require as part of any Severance Agreement and General Release with employees or former employees that they will not file charges with the EEOC, and LMGT will not institute or maintain a Severance Agreement and General Release which prohibits an employee from filing a charge with the EEOC.

5. The injunctive relief described in paragraphs three (3) and four (4) shall be

limited to LMGT.

6. Within thirty (30) days after entry of this Consent Decree, Defendant will pay to Denise Isaac the following:

(a) the gross amount of Thirty-Eight Thousand Five Hundred and Ninety-Five Dollars ($38,595.00), representing allegedly lost severance benefits;

(b) an additional Sixty-Nine Thousand Four Hundred and Five Dollars ($69,405.00), representing alleged damages arising under 42 U.S.C. § 1981a; and

(c) Six Thousand Six Hundred Dollars ($6,600.00), representing her alleged attorney's fees; provided, however, that Denise Isaac must first provide Defendant with reasonable documentation to support the claim that she incurred attorney's fees in that amount.

The payment described above in subparagraph (a) shall be treated as wages for tax purposes, and that payment accordingly shall be subject to income tax, FICA and other tax withholding and will be reported on a W-2 form issued to Denise Isaac. The amounts described above in subparagraphs (b) and (c) will be reported on a 1099 tax form issued to Denise Isaac.

7. Within thirty (30) days after entry of this Consent Decree, Defendant will pay to Jeffrey Kurland the gross amount of Sixteen Thousand Eight Hundred and Seventy-Eight Dollars ($16,878.00), representing allegedly lost severance benefits. This payment shall be treated as wages for tax purposes, and the payment accordingly shall be subject to income tax, FICA and other tax withholding and will be reported on a W-2 form issued to Jeffrey Kurland.

8. Within sixty (60) days of the entry of this Consent Decree, Defendant will send a notice, by certified mail, to the last known address of the agreed upon list of former LMGT

employees. The notice will be substantially in the form of Attachment A, and the notice will inform them of the entry of judgment against Defendant, of the entry of this Consent Decree, and of their right to file a charge of discrimination with the EEOC without losing severance benefits or violating the release that they signed to receive such benefits. The notice will also inform them that Defendant is waiving the limitations period for charges arising out of employment actions occurring within 300 days of their signing the release at issue in this litigation, and that they have 300 days from the date of the certified letter to file a charge with the EEOC.

9. Plaintiff's retaliation claims are hereby dismissed with prejudice, subject to this Court's jurisdiction to enforce provisions of this Consent Decree.

The undersigned counsel of record in the above-captioned action hereby consent, on behalf of their respective clients, to the entry of the foregoing Consent Decree.

SO ORDERED this __ day of _____, 2007.

_____
Roger W. Titus
United States District Court Judge

Entered February 9, 2007

APPROVED AND CONSENTED TO BY THE PARTIES:

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ATTACHMENT A

LOCKHEED MARTIN NOTICE

This Notice is being sent to you pursuant to the Consent Decree entered in *Equal Employment Opportunity Commission v. Lockheed Martin Corporation*, Case No. 8:05-cv-00287. You are receiving this Notice because you have executed a release or waiver in exchange for severance benefits in connection with the termination of your employment with Lockheed Martin Global Telecommunications, Inc. ("LMGT") or COMSAT Corp. ("COMSAT").

On August 9, 2006, the United States District Court for the District of Maryland issued a decision in which the Court concluded that an employer cannot lawfully require an employee to waive the right to file an EEOC Charge as a condition of receiving severance benefits. Although Lockheed claimed that it did not intend to require employees to waive the right to file an EEOC Charge, the Court interpreted the Release of Claims form used by LMGT and/or COMSAT as requiring a waiver of the right to file an EEOC Charge.

This Notice is to inform you that nothing in the Release of Claims form that you signed prohibited or prohibits you (1) from filing a charge with or participating in any investigation or proceeding conducted by the Equal Employment Opportunity Commission or (2) from assisting any person or entity in the litigation of that person's or entity's claims of discrimination. Any charge filed with the Equal Employment Opportunity Commission must be filed within three hundred (300) days from your receipt of this Notice.

However, please be advised that, although you may have the right to file an EEOC charge and to cooperate, participate, or assist in any EEOC investigation, proceeding, or lawsuit, that does not mean that you have the right to file a lawsuit or to recover monetary damages in any charge, complaint, or lawsuit filed by you or anyone else on your behalf. The EEOC's Enforcement Guidance provides that "even though an individual who has signed a waiver agreement or otherwise settled a claim subsequently files a charge with the Commission based on the same claim, the employer will be shielded against any further recovery by the charging party provided the waiver agreement or settlement is valid under applicable law. This is true whether the EEOC or the private individual brings a subsequent action. "