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CENTRAL DISTRICT OF CALIFORNIA DEPUTY CLERK, U.S. DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA DEPUTY

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

RICHARD RICE, CHOCA LEE MATHIEU, )  
FRED ALDREDGE, JOSEPH RICHARDS, )  
MINOR STONE, GERALD ROBINS, )  
CHANTAL MENARD, AFARAH BOARD )  
and JASMIN HALL, on behalf of themselves )  
and all other persons similarly situated, )

Plaintiffs, )

v. )

EQUAL EMPLOYMENT OPPORTUNITY )  
COMMISSION, )

Plaintiff-Intervenor, )

v. )

SCECORP and SOUTHERN CALIFORNIA )  
EDISON COMPANY, )

Defendants. )

Case No. 94-6353-JMI (JRx)

CONSENT DECREE

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I.  
INTRODUCTION

On September 21, 1994, nine named Plaintiffs, Richard Rice, Choca Lee Mathieu, Fred Aldredge, Joseph Richards, Minor Stone, Gerald Robins, Chantal Menard, Afarah Board and Jasmin Hall, filed a complaint individually and on behalf of other similarly situated African Americans against SCEcorp and the Southern California Edison Company (collectively, "SCE") pursuant to Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e et seq. ("Title VII"), 42 U.S.C. § 1981, and the California Fair Employment and Housing Act, Government Code §§ 12940 et seq. (the "Complaint"). The Complaint alleges that Plaintiffs and similarly situated African Americans have been discriminated against in promotions, training, pay, performance evaluations and job and location assignments. Plaintiffs also allege that they and other African Americans were subjected to a racially hostile work environment and deterred from seeking advancement opportunities within SCE. SCE denies that Plaintiffs or the class they represent suffered discrimination or were subjected to a hostile work environment, or were deterred from seeking advancement opportunities within SCE.

On November 9, 1994, the Court ordered that Plaintiffs file a motion for class certification on April 21, 1995, that SCE file its opposition to Plaintiffs' motion on or before May 22, 1995, and that Plaintiffs file a reply to SCE's opposition on or before June 6, 1995, with a hearing on the motion scheduled for June 26, 1995. The Court further ordered that discovery necessary to determine the maintainability of a class action be completed on or before April 14, 1995.

On March 21, 1995, the Equal Employment Opportunity Commission ("EEOC") informed the parties that it would seek to intervene in this action. Subsequently, pursuant to a stipulation of the parties and the EEOC, the Court continued the above briefing schedule and ordered that Plaintiffs file their motion for class certification no later than July 21, 1995, SCE file its opposition on or before August 25, 1995, and Plaintiffs file a reply on or before September 5, 1995, with a hearing on the motion scheduled for September 25, 1995. The

1 Court further ordered that the parties meet on April 12, 1995, for the purpose of settlement,  
2 that Plaintiffs deliver to SCE's counsel a written settlement proposal on that same date, and  
3 that SCE respond to Plaintiff's proposal on or before May 31, 1995. In addition, the court  
4 ordered that the EEOC not intervene in this action before June 23, 1995, and that the parties  
5 decide whether or not to invite the EEOC to join the settlement discussions no later than June  
6 5, 1995.

7 The parties also entered into a written agreement regarding the remaining discovery to  
8 be completed prior to the filing of Plaintiffs' motion for class certification.

9 The parties invited the EEOC to join the settlement negotiations on June 5, 1995.

10 Pursuant to a stipulation of the parties and the EEOC, the Court continued the above  
11 schedule and ordered Plaintiffs' motion for class certification to be filed on or before  
12 September 22, 1995, SCE's opposition to be filed on or before October 27, 1995, and  
13 Plaintiffs' reply to be filed on November 17, 1995. The Court also ordered that the EEOC  
14 not seek to intervene until after August 25, 1995.

15 On stipulations of the parties and the EEOC, the Court successively continued the  
16 briefing schedule and ordered Plaintiffs to file and serve their motion for class certification  
17 no later than December 6, 1995, January 31, 1996, March 1, 1996, April 15, 1996 and April  
18 30, 1996 and the EEOC not file a motion to intervene in this action before December 6,  
19 1995, December 29, 1995, January 31, 1996, March 16, 1996 and April 30, 1996.

20 The named Plaintiffs have vigorously prosecuted the case and SCE has vigorously  
21 contested it. While discovery has not been completed, the parties have taken sufficient  
22 discovery necessary to determine class certification issues as well as the merits of Plaintiffs'  
23 and potential class members' claims and SCE's defenses. Plaintiffs have taken the  
24 depositions of five SCE vice presidents or managers and the limited deposition of the  
25 Company's Chief Executive Officer. SCE has taken the depositions of each of the nine  
26 named Plaintiffs. The parties have also produced thousands of documents relevant to the  
27 issues in this case.

28 / / /

1 The parties have engaged in settlement negotiations since December 9, 1994. In  
2 order to assist the settlement process the parties have participated in mediation before two  
3 experienced mediators, John Payton and James Coleman, Jr. of Wilmer, Cutler & Pickering,  
4 Washington, D.C. As part of the negotiation process, SCE has provided Class Counsel with  
5 personnel and other employment-related information. SCE has produced computer-readable  
6 records of personnel decisions from 1989 through 1994. With the assistance of mediation,  
7 the parties have exchanged statistical analyses as well as other relevant information during  
8 these negotiations. The parties have reached an agreement that is contained in this Consent  
9 Decree (hereinafter, the "Decree") as a result of these negotiations.

10 The parties agree that the formal and informal discovery conducted in this action, the  
11 depositions taken by both sides, the documents produced and the information exchanged  
12 during settlement negotiations are sufficient to assess the merits of the respective parties'  
13 positions and to compromise the issues on a fair and equitable basis. This Decree shall  
14 constitute a resolution of all claims asserted in Plaintiffs' Complaint. As indicated by the  
15 signature of counsel at the end of this document, the parties have consented to the entry of  
16 this Decree.

17 II.

18 PURPOSES OF THE DECREE

19 The parties have entered into this Decree for the following purposes:

- 20 A. To assure equal employment opportunities for African American employees;
- 21 B. To establish an expedited procedure for providing appropriate relief to  
22 members of the Settlement Class;
- 23 C. To prevent any racial harassment of any African American employee or  
24 retaliation against any person who might oppose any illegal employment practices based on  
25 race and to assure compliance with Edison's policies against such harassment or retaliation;
- 26 D. To avoid further expensive and protracted litigation; and
- 27 E. To provide finality of claims and decisions.

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III.

DEFINITIONS

The following terms when used in this Decree, in addition to the terms defined elsewhere in the Decree, shall have the following meanings:

A. "African American" or "Black" means all persons having origins in any of the Black racial groups of Africa.

B. "Best Efforts" means reasonable steps to realize or comply with the specified objectives to which the best efforts are directed.

C. The "Class" or "Settlement Class" is defined in Section VI.

D. "Class Counsel" or "Plaintiffs' Counsel" refers to Saperstein, Goldstein, Demchak & Baller, 1300 Clay Street, 11th Floor, Oakland, CA 94612, and any successors in interest to all or substantially all of the assets of Saperstein, Goldstein, Demchak & Baller.

E. "Class Period" or "Liability Period" means the period between January 1, 1989 and May 13, 1996 for purposes of monetary relief, and January 1, 1989 and the termination of this Decree for purposes of injunctive and declaratory relief.

F. "Consultant(s)" shall refer to an individual, individuals or organization including, without limitation, employees of Edison, with specialized expertise, experience, and other qualifications in the field or area for which the Consultant is being retained or designated by Edison to assist in the review of policies, practices, procedures and/or programs as required by this Decree.

G. "Corporate" when used to describe a policy, practice, program, system or framework shall refer to policies, practices, programs, systems or frameworks which are or have been adopted by the Company's Corporate Human Resources organization and which are applicable to all business units or departments of the Company.

H. "Court" means the United States District Court for the Central District of California.

I. "Defendant" or "Company" or "Edison" refers to Southern California Edison Company, and those of its successors in interest which meet both of the following

1 requirements: (1) are affiliates (as defined in 17 CFR § 210.1-02(b)) of Southern California  
2 Edison Company; and (2) are public utilities, as that term is defined under Section 216(a) of  
3 the California Public Utilities Code, and are subject to the jurisdiction of the California  
4 Public Utilities Commission pursuant to Section 216(b) or (c) of the California Public  
5 Utilities Code.

6 J. "Discrimination" means any policy, practice, program, pattern, procedure, act  
7 and/or omission that allegedly occurred during the Class Period that arose out of, was related  
8 to or that allegedly affected, because of race, an African American's employment with or by  
9 Edison that if proven, would violate any employment law.

10 K. "Effective Date" shall refer to the date upon which final approval of the  
11 Decree is granted by the United States District Court for the Central District of California.

12 L. "Employee" means a person who was on Edison's payroll during the Class  
13 Period. Information regarding such status of a person shall be verified by records of Edison.

14 M. "Full-time" when describing an employee means an employee who worked  
15 more than 1455 hours in one year. If an employee was employed for less than one year, but  
16 was working on a full-time basis, he/she will be considered a "Full-time" employee for  
17 purposes of this Decree.

18 N. "Plaintiffs" or "Named Plaintiffs" refers to Richard Rice, Choca Lee Mathieu,  
19 Fred Aldredge, Joseph Richards, Minor Stone, Gerald Robins, Chantal Menard, Afarah  
20 Board and Jasmin Hall.

21 O. "Temporary" when describing an employee means an employee hired to work  
22 for a specified period of time, but not more than six months. The fact that a "Temporary"  
23 employee's work was extended beyond the initial six-month or less period shall not affect  
24 his/her status as a "Temporary" employee unless such continued work was the result of  
25 his/her becoming an Employee as defined above.

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IV.

JURISDICTION

The Court has jurisdiction over the parties and the subject matter of this action. The Complaint asserts claims that, if proven, would authorize the Court to grant the monetary and equitable relief set forth in this Decree. Venue is proper in this district. This Court shall retain jurisdiction of this action during the duration of the Decree for the purpose of entering all orders, judgments and decrees which may be necessary to implement the relief provided herein.

V.

EFFECTIVE DATE AND DURATION OF DECREE

A. The injunctive provisions and agreements contained herein are effective immediately upon the Effective Date.

B. Except as otherwise provided herein, the provisions of this Decree and the agreements contained herein shall remain in effect for seven (7) years from the Effective Date. Notwithstanding the foregoing, at any time after the fifth anniversary of the Effective Date of the Decree, Edison may petition the Special Master to terminate the Decree, provided that Edison has not been held by the Court or the Special Master to have materially violated the Decree during the two (2) years immediately preceding the petition to terminate jurisdiction, and Edison has not materially failed to perform its obligations under this Decree. Class Counsel and/or the EEOC may respond to Edison's application in accordance with the Local Rules of the Court. The Special Master may determine that an early termination of the Decree is appropriate if the conditions set forth above are established by Edison. Absent an early dismissal of this case, this case shall be dismissed upon Edison's motion at the close of the seven (7) year period, unless under applicable law Class Counsel obtains an extension of the Decree. No extension of this Decree shall be granted unless the Settlement Class and/or the EEOC demonstrates that Edison has materially failed to implement and/or comply with a term or terms of this Decree. Any extension of this Decree shall be limited to providing an adequate remedy for Edison's material failure to implement

1 and/or comply with a term or terms of this Decree.

2 VI.

3 SETTLEMENT CLASS

4 For purposes of this Decree, the parties stipulate to the certification of the following  
5 settlement classes: For purposes of injunctive and declaratory relief only, the parties  
6 stipulate to the certification of the class pursuant to Federal Rule of Civil Procedure 23(b)(2)  
7 described as:

8 All African Americans who are, were or will be employed by  
9 Edison at any time between January 1, 1989 and the expiration  
10 of this Decree.

11 For purposes of monetary relief only, the parties stipulate to the certification of a class under  
12 Federal Rule of Civil Procedure 23(b)(3) described as:

13 All African Americans who are, were or will be employed by  
14 Edison at any time between January 1, 1989 and May 13, 1996,  
15 excluding any such person who released his or her claims  
16 against Edison prior to the date of the preliminary approval of  
17 this Decree.

18 VII.

19 PARTICIPATION OF THE EEOC

20 For purposes of this Settlement, the parties stipulated to the intervention of the EEOC  
21 in this matter, which intervention was approved by the Court on May 9, 1996.

22 VIII.

23 MODIFICATION AND SEVERABILITY OF THE DECREE

24 A. Whenever possible, each provision and term of this Decree shall be interpreted  
25 in such a manner as to be valid and enforceable; provided, however, that in the event any  
26 provision or term of this Decree should be determined to be or rendered invalid or  
27 unenforceable (by an Act of Congress, or otherwise), all other provisions and terms of this  
28 Decree and the application thereof to all persons and circumstances subject thereto shall

1 remain unaffected to the extent permitted by law. If any application of any provision or term  
2 of this Decree to any person or circumstance should be determined to be invalid or  
3 unenforceable, the application of such provision or term to other persons and circumstances  
4 shall remain unaffected to the extent permitted by law.

5 B. The parties shall have the right to seek relevant modification of the Decree to  
6 ensure that its purposes are fully effectuated following good faith negotiations as to such  
7 modifications. The parties may jointly agree to modify the Decree with the approval of the  
8 Court.

9 C. The Parties shall use their Best Efforts to defend this Decree from any legal  
10 challenge whether by appeal, collateral attack or objection.

11 IX.

12 MISCELLANEOUS PROVISIONS

13 A. CALCULATION OF TIME

14 In computing any period of time prescribed or allowed by this Decree, unless  
15 otherwise stated, such computation or calculation shall be made consistent with Federal Rule  
16 of Civil Procedure 6(a) and (e).

17 B. NO ADMISSION OF LIABILITY

18 1. This Decree represents the compromise of disputed claims which the  
19 parties recognize would require protracted and costly litigation to determine. Edison's entry  
20 into this Decree is not and may not be used by any person as an admission or evidence that  
21 Edison has on any occasion engaged in discriminatory employment practices.

22 2. For purposes of interpreting this Decree, individual class members shall  
23 not be deemed to be third party beneficiaries of this Decree, and shall have no right to  
24 enforce its terms. Only Class Counsel or the EEOC may seek to enforce the terms of this  
25 Decree before the Special Master or Court (as provided in this Decree), and such  
26 enforcement shall be limited as follows. Class Counsel or the EEOC may seek to enforce  
27 Sections III, V, VI, VIII, IX, X.B-D., XI, XII, XIII, XV, XVI, XVII and XVIII of this  
28 Decree, only by establishing a material breach of such Sections of this Decree. Class

1 Counsel or the EEOC may seek to enforce Section X.A., only by establishing a pattern or  
2 practice of discrimination or unlawful adverse impact against African Americans, except that  
3 Class Counsel or the EEOC may seek to enforce the non-retaliation provisions of Section  
4 X.A.1.,3. and 6. on behalf of individual members of the Settlement Class.

5 3. Notwithstanding the foregoing, the EEOC reserves the right to seek  
6 enforcement of the provisions of the Decree specified above before the Court if it believes  
7 there has been a material breach of the Decree that has not been properly resolved by the  
8 Special Master. In any such procedures the Special Master's determination shall be  
9 admissible and entitled to such deference as the Court deems appropriate.

10 C. DEADLINES

11 The parties and the Court recognize that from time to time unforeseen events, such as  
12 exigent business circumstances, personnel issues and negotiations with third parties, cause  
13 delays in the accomplishment of objectives no matter how well intentioned and diligent the  
14 parties may be. Accordingly, with regard to the provisions of this Decree that require  
15 certain acts to be taken within specified time periods, the parties understand and agree that  
16 Court approval shall not be required for reasonable extensions of deadlines. In the event that  
17 any party determines that an action required by this Decree cannot be taken within the  
18 specified time period, that party shall promptly notify the other parties that it anticipates a  
19 delay, the reasons for the delay, and a proposed alternative deadline. The parties shall  
20 endeavor to cooperate in reasonably rescheduling such deadlines; however, if the other  
21 parties do not agree to the proposed delay, the parties shall follow the dispute resolution  
22 procedure set forth in Section X.C.3 of this Decree.

23 D. DISMISSAL OF CLAIMS AGAINST EDISON INTERNATIONAL

24 Plaintiffs and the Settlement Class hereby request, and the Court hereby grants, the  
25 dismissal of all claims alleged against Edison International, formerly known as SCEcorp, in  
26 this action with prejudice.

27 / / /

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GENERAL INJUNCTIVE PROVISIONS

A. GENERAL PROVISIONS

1. Edison and its officers, agents and management or supervisory employees are permanently enjoined and restrained from engaging in any act, policy or practice with the purpose of discriminating against any Plaintiff or member of the Settlement Class on the basis of race, having an unlawful disparate impact upon African American employees, or retaliating against any Plaintiff or member of the Settlement Class who has opposed, or may oppose any employment practice of Edison on the ground that such practice is racially discriminatory.

2. Edison and its officers, agents and management or supervisory employees shall not engage in or be a party to any act, policy or practice that is intended to or is known to them to have the effect of harassing or intimidating any Plaintiff or member of the Settlement Class on the basis of his or her race, or creating, facilitating or condoning the creation or maintenance of a racially hostile work environment for any Plaintiff or member of the Settlement Class.

3. Edison and its officers, agents and management or supervisory employees shall not engage in or be party to any act, policy or practice with the purpose of discriminating or retaliating against any Plaintiff, any member of the Settlement Class, any employee of Edison or any other person because he or she furnished information or participated in any respect in the prosecution of this or any other Court, administrative or other informal or formal proceeding pertaining to allegations of racial discrimination against African Americans at or by Edison.

4. Edison and its officers, agents and management or supervisory employees shall not discriminate on the basis of race against any African American employee in making a job selection decision. Edison shall consider African American employees for selection or promotion or any other employment opportunity on the same basis as it considers non-African American employees. Edison, and its officers, agents and management or

1 supervisory employees shall afford African American employees the same employment  
2 opportunities and terms and conditions of employment, including but not limited to,  
3 assignments to jobs and facilities, compensation, training, education, skills and career  
4 development, performance appraisals, promotions, layoffs and severance benefits as Edison  
5 affords similarly situated non-African American employees.

6 5. Edison and its officers, agents and management or supervisory  
7 employees shall not engage in or be a party to any act, policy or practice regarding layoffs  
8 or reductions in force that is intended to discriminate or has unlawful disparate impact  
9 against African American employees. Edison and its officers, agents and management or  
10 supervisory employees shall consider African Americans in positions designated as excess  
11 and/or laid off as part of Edison's reorganization for employment opportunities within the  
12 Company on the same basis as it considers non-African American employees.

13 6. Edison and its officers, agents and management or supervisory  
14 employees shall not take any adverse action or retaliate against any employee because the  
15 employee opposed, refused to implement or otherwise objected to any practice, policy or act  
16 of racial discrimination against African Americans by or at Edison.

17 **B. STANDARD FOR ESTABLISHING CONTEMPT**

18 Edison and its officers, managers and supervisors shall not be held in contempt of this  
19 Order unless the Court finds that either (1) there has been an intentional and material  
20 disregard or violation of a term or terms of the Decree or (2) there is a knowing or reckless  
21 disregard of unlawful disparate impact against African American employees in violation of  
22 this Decree. Class Counsel and/or the EEOC shall not seek to hold Edison or its officers,  
23 managers or supervisors in contempt for an isolated incident or incidents of discrimination or  
24 retaliation by a non-supervisory employee or employees of Edison, unless Edison's  
25 management learns of such asserted incident or incidents and Edison fails to take timely and  
26 reasonably effective remedial action.

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1 C. DISPUTE RESOLUTION PROCEDURES AND ENFORCEMENT OF THE  
2 DECREE BEFORE THE SPECIAL MASTER AND THE COURT

3 1. The Special Master

4 a. Not later than forty-five (45) days after the Effective Date of the  
5 Decree, Edison and Class Counsel shall use their Best Efforts to select a Special Master by  
6 mutual agreement. It is understood that prior to the Effective Date of the Decree, Edison  
7 and Class Counsel shall make a good faith effort to agree upon a Special Master.

8 b. If Edison and Class Counsel are unable to reach agreement as to  
9 a Special Master, the Court, upon the motion of either Edison or Class Counsel, shall  
10 appoint a Special Master. Class Counsel and Edison may nominate persons for consideration  
11 by the Court. Both Class Counsel and Edison shall have the right to interview any  
12 nominated person, and to present argument and evidence to the Court and the other party  
13 regarding the selection of the Special Master, before selection of the Special Master is made,  
14 by the Court.

15 c. The Special Master may be removed by the joint written request  
16 of Class Counsel and Edison, or by order of the Court upon motion of either party. In the  
17 event that the Special Master or his/her successor ceases to function as Special Master due to  
18 death, voluntary resignation, the joint written request of Class Counsel and Edison or an  
19 order of the Court, Class Counsel and Edison shall make a good faith effort to select a new  
20 Special Master by mutual agreement. If Class Counsel and Edison are unable to reach  
21 agreement as to a successor Special Master within ninety (90) days following the date the  
22 predecessor Special Master ceases to function as Special Master, the Court, upon motion of  
23 either Edison or Class Counsel, shall appoint a successor Special Master. Class Counsel or  
24 Edison may nominate to the Court and interview persons for consideration as successor  
25 Special Master in accordance with the procedures in Section X.C.1.b of this Decree.

26 2. Purpose of the Special Master

27 The purpose of the Special Master is to provide an efficient and expeditious procedure  
28 for the resolution of any dispute that arises under the Decree consistent with the general

1 purposes and specific language of the Decree unless otherwise provided.

2 3. Dispute Resolution by the Special Master

3 a. The Special Master shall have plenary authority to resolve all  
4 disputes arising under the Decree.

5 b. At the request of the EEOC, Class Counsel or Edison, EEOC  
6 and/or Class Counsel and Edison shall confer, as necessary, and an earnest effort shall be  
7 made by the parties to resolve promptly any differences or any disputes regarding the  
8 interpretation or implementation of the Decree including Edison's compliance with the  
9 Decree. If any issue is not resolved informally, the EEOC and/or Class Counsel or Edison  
10 may proceed under Section X.C.3.c.

11 c. Either the EEOC, Class Counsel or Edison shall have the right  
12 to file a motion with the Special Master to resolve any dispute or issue of compliance  
13 regarding any provision of the Decree, as follows: (i) if the EEOC, Class Counsel or Edison  
14 has good reason to believe that a legitimate dispute exists, the initiating party or parties shall  
15 promptly give written notice to the other party or parties regarding (a) a reference to all  
16 specific provisions of the Decree that are involved, (b) a factual statement of the issue, and  
17 (c) a brief statement of the facts, circumstances and any other arguments supporting the  
18 position of the initiating party; (ii) within seven (7) days after receiving such notice, the non-  
19 initiating party or parties shall respond in writing to the statement of facts and argument set  
20 forth in the notice and shall each provide its written position, including the facts and  
21 arguments upon which each relies in support of its position; (iii) the EEOC, Class Counsel  
22 and Edison shall undertake good faith negotiations, which should include a meeting by  
23 telephone or in person and the exchange of relevant documents and/or other information to  
24 attempt to resolve the areas of dispute or alleged non-compliance; (iv) if the EEOC, Class  
25 Counsel or Edison, after good faith efforts to resolve the matter have failed, determines that  
26 the matter has not been resolved, a motion may be filed with the Special Master, with a  
27 supporting brief, requesting resolution of the dispute or the issue of non-compliance; (v) the  
28 non-moving party or parties will have fifteen (15) days to respond to any such motion;

1 (vi) the moving party or parties may file a reply brief within ten (10) days of receipt of the  
2 response; (vii) the Special Master, upon motion or otherwise, may permit either the EEOC,  
3 Class Counsel or Edison to take discovery as provided by the Federal Rules of Civil  
4 Procedure if the Special Master determines that the informal exchange of documents or  
5 information has not been sufficient in order for either the EEOC, Class Counsel or Edison to  
6 present the dispute upon a proper factual record; (viii) the Special Master shall attempt  
7 within fifteen (15) days to resolve the dispute and may schedule a hearing or other  
8 proceeding, which may be conducted telephonically, to resolve the matter; (ix) the Special  
9 Master shall have authority to withhold the adjudication of a dispute while informal or formal  
10 discovery is being conducted; (x) the decision by the Special Master regarding any issue  
11 under the Decree shall be final and non-appealable, except as provided in Section IX.B.3.

12 4. Fees and Expenses of the Special Master

13 All fees and expenses of the Special Master shall be paid by Edison.

14 5. Enforcement Proceedings Before the Court

15 The provisions of this section do not prevent a party from promptly bringing an issue  
16 before the Court when the facts and circumstances require immediate Court action. The  
17 moving party's papers shall explain the facts and circumstances that necessitate immediate  
18 Court action. If a party brings a matter before the Court requiring immediate Court action,  
19 the opposing party or parties shall be provided with appropriate notice under the Local Rules  
20 of the Court and the Federal Rules of Civil Procedure.

21 D. **IMPLEMENTATION OF INJUNCTIVE RELIEF**

22 1. Edison Executive Official

23 a. Selection of Executive Official

24 Edison has selected Gregory Wallace to serve as the Executive Official, and Class  
25 Counsel and the EEOC have no objection to that selection. He shall be responsible for the  
26 implementation and monitoring of the provisions of this Decree, and shall have a position on  
27 the Executive Payroll.

28 / / /



1 shall notify the EEOC and Class Counsel of the identity, background, experience and other  
2 qualifications of the replacement Executive Official promptly upon his/her designation. Class  
3 Counsel may interview the individual and provide their views as to the individual's  
4 qualifications and suitability for the position in confidence to Edison's counsel. Such  
5 replacement Executive Official shall be subject to the same removal criteria and procedures  
6 as set forth in Section X.D.1.b.

7 d. Duties and Responsibilities of Executive Official

8 It shall be the responsibility of the Executive Official to assure Edison's overall  
9 implementation and compliance with the provisions of this Decree, including, without  
10 limitation, any specific duties expressly assigned to the Executive Official elsewhere in this  
11 Decree.

12 e. Performance Evaluation of Executive Official

13 The performance evaluation of the Executive Official shall include an assessment of  
14 his or her compliance with the goals and purposes of this Decree.

15 2. Consultant(s)

16 a. Selection of Consultant(s)

17 Whenever this Decree provides for the retention and/or selection of Consultant(s) to  
18 carry out the provisions of the Decree, the following procedures shall apply. Edison shall  
19 select Consultant(s) who are knowledgeable about, experienced and otherwise qualified in the  
20 specific subject matter or area for which they are being selected. Edison shall submit to  
21 Class Counsel for comment the names of Consultant(s) selected to implement any provisions  
22 of this Decree along with information supporting the selection. Class Counsel may interview  
23 and conduct further inquiry into the skills, knowledge, experience or other qualifications of  
24 such Consultant(s), and provide comment to Edison upon their findings.

25 b. Class Counsel Review of  
26 Consultant(s)' Recommendations

27 Whenever this Decree provides for the review of any of Edison's employment  
28 policies, practices and procedures by or in consultation with any Consultant(s), Edison shall

1 submit to Class Counsel for comment any recommendations by the Consultant(s) prior to  
2 implementation of such recommendations or to a decision not to implement such  
3 recommendations except as provided below. If the business needs of Edison require  
4 implementation of such recommendations prior to the time that it is practicable to submit  
5 such recommendations to Class Counsel then Edison shall submit such recommendations as  
6 soon as practicable. These recommendations also may be presented orally to Class Counsel  
7 by the Executive Official, Edison's Consultant(s) or Edison's counsel.

8 c. Standard for Consultant(s)' Recommendations and  
9 Review by Special Master or Court of Edison's  
10 Implementation of Consultant(s)' Recommendations and  
11 Other Changes to Edison's Policies, Practices, Programs,  
12 Systems or Frameworks

11 The sole purpose of the requirement that Edison retain Consultant(s) under the terms  
12 of this Decree is to obtain advice concerning the impact of the policies, practices, programs,  
13 systems or frameworks specified for one-time review by Consultant(s) in this Decree on  
14 equal employment opportunities for all employees. This Decree shall not require or  
15 authorize the Consultant(s) to engage in an evaluation of Edison's business objectives or  
16 decisions. Consequently, wherever this Decree calls for the retention of Consultant(s) to  
17 review a policy, practice, program, system or framework, the Consultant(s) shall limit the  
18 review to determining and/or advising the Company whether such policy, practice, program,  
19 system or framework does, or is likely to, result in unlawful disparate impact upon a  
20 protected group, and how such impact might be avoided. In the event that Edison rejects a  
21 recommendation of the Consultant(s), and Class Counsel challenges that rejection through the  
22 dispute resolution process set forth in this Decree, the Special Master or Court shall not  
23 compel Edison to implement any such recommendation unless the Special Master or Court  
24 finds that Edison's rejection of the Consultant(s)' recommendation has resulted, or will  
25 result, in unlawful disparate impact against African American employees of Edison. The  
26 Special Master and the Court shall not substitute their judgment for Edison's judgment  
27 concerning business objectives and decisions except to the extent necessary to determine  
28 whether any disparate impact is unlawful. The same standard shall apply to the Special

1 Master's or the Court's review of any replacement of or revisions to Edison's policies,  
2 practices, programs, systems or frameworks that Edison is required to report to Class  
3 Counsel under this Decree and that may be challenged by Class Counsel.

4 3. Communication of Decree Requirements to Officers and Employees

5 Not later than thirty (30) days after the Effective Date of this Decree, Edison shall  
6 provide each of its officers, employees and agents a Summary of the Decree in the form  
7 attached hereto as Exhibit A explaining the Company's duties and obligations under the  
8 Decree. The summary also shall expressly provide that retaliation against any plaintiff or  
9 other person for being involved in this litigation is prohibited and will not be tolerated, that  
10 any allegation regarding such conduct shall be investigated promptly, and that where  
11 warranted, appropriate disciplinary action, including termination, will be taken. The  
12 summary shall be disseminated to newly hired employees within fifteen (15) days of the date  
13 of hire.

14 XI.

15 SPECIFIC INJUNCTIVE RELIEF PROVISIONS

16 A. CAREER DEVELOPMENT PROGRAM

17 1. Purpose

18 The purpose of Edison's Career Development Program is to assure equal employment  
19 opportunities, including career advancement opportunities, for African Americans in a  
20 manner consistent with the purposes of this Decree and for all other employees at all levels  
21 of Edison.

22 2. Elements of the Program

23 Under the direction of the Executive Official and with the assistance of the  
24 Consultant(s) selected in accordance with the provisions of Section X.D.2., Edison shall  
25 develop and implement the following additional skills and management development training  
26 programs not later than one hundred and eighty (180) days after the Effective Date of this  
27 Decree.

28

1                   a.       Edison shall establish an additional "Leadership 2000" program,  
2 for a total of two (2) such programs. Both "Leadership 2000" programs shall be conducted  
3 annually throughout the term of this Decree. Edison shall remain free to modify the  
4 eligibility requirements, selection criteria and curriculum of both "Leadership 2000"  
5 programs, provided that the Executive Official has an opportunity to review such changes to  
6 assure that such changes do not have the purpose of discriminating against African  
7 Americans or result in unlawful disparate impact against African American employees.

8                   b.       Edison shall increase the number of leadership grants currently  
9 available under the Leadership Grant Program. During the term of the Decree, the  
10 Leadership Grant Program shall remain in effect, and shall provide for grants to a minimum  
11 of twelve (12) persons per year.

12                   c.       Edison shall create new "leadership development" cross-training  
13 positions in visible functions that are important to the achievement of Edison's strategic goals  
14 as they may be established from time to time during the term of the Decree. There shall be  
15 a minimum of ten (10) such "leadership development" cross-training positions per year, but  
16 Edison shall not be obligated to create more than fifty (50) such positions during the term of  
17 the Decree. The term of such positions shall be not less than one year. Employees  
18 participating in the "leadership development" cross-training will be assigned to support senior  
19 management in implementing programs designed to achieve the Company's strategic goals.

20                   d.       Edison shall create a minimum of five (5) "executive leadership"  
21 cross-training positions per year, but shall not be obligated to create more than twenty-five  
22 (25) such positions during the term of this Decree. Participants in the "executive leadership"  
23 cross-training positions will be assigned to provide assistance to Edison corporate officers for  
24 one-year terms.

25                   e.       Edison shall develop a Competitive Skills Training Program  
26 applicable to the Company's employees, including non-supervisory employees. Edison shall  
27 not be obligated to train more than 1000 employees under this program during the term of  
28 this Decree.



1           B.     JOIS

2                   1.     Edison shall retain and operate consistent with the goals and purposes  
3 of this Decree the Job Opportunity Information System ("JOIS") or a similar job posting  
4 system during the term of this Decree.

5                   2.     Not later than ninety (90) days after the Effective Date of this Decree,  
6 Edison under the direction of the Executive Official shall develop objective written guidelines  
7 governing any and all waivers or exemptions to the posting of any position on JOIS. The  
8 written guidelines shall be provided to Class Counsel for review and comment. The  
9 guidelines shall set forth clearly the specific instances in which an exception or waiver to the  
10 posting of a position on JOIS may be granted, and the procedures for granting such waivers.  
11 The guidelines shall also provide that: (i) any waiver or exemption to posting a position on  
12 JOIS must be approved prior to the selection of the individual to fill the position by the  
13 Executive Official designated to oversee implementation of this Decree; and (ii) monthly  
14 reports shall be maintained on all waivers or exemptions requested, rejected and granted to  
15 JOIS postings. Such reports minimally shall include the identity of the department or  
16 organization in which the position is located, the name, race, salary range and current job  
17 title of the person selected, the identity of the manager/supervisor requesting such waiver,  
18 the reason(s) for the exemption or waiver, whether the waiver was granted or the reason(s)  
19 for rejection of the waiver, if applicable.

20                   3.     Not later than ninety (90) days after the Effective Date of this Decree,  
21 the Executive Official shall review the JOIS written guidelines to assure that they require: (i)  
22 hiring supervisors to provide written explanation of the process used and the reasons for the  
23 selection of employees to fill positions posted on JOIS in sufficient detail to permit  
24 substantive review of the process and the result; (ii) employees who apply but are not  
25 selected for positions posted on JOIS shall be informed in writing that they were not chosen  
26 and the specific reason(s) therefor in sufficient detail to permit a substantive review of the  
27 process and the result; and (iii) the name of the person selected for the position shall be  
28 disclosed in the written notice to the employee(s) not selected;

1                   4.     Edison shall maintain records on each job filled through JOIS which  
2 shall include the name and race of the person selected for the position, the title, organization  
3 and salary range of the position, the reason(s) for selection of the person selected for the  
4 position, the names and race of the person(s) responsible for the selection of the person  
5 selected, the names and races of all persons who applied for but were not selected for the  
6 position and the reason(s) each such person was not selected.

7                   C.     NON-DISCRIMINATION/DIVERSITY TRAINING

8                   In addition to any other training specified in this Decree, not later than one hundred  
9 and eighty (180) days after the Effective Date of this Decree, Edison shall implement the  
10 following non-discrimination/diversity training programs:

11                   1.     Training of Supervisors

12                   a.     Under the direction of the Executive Official, Edison shall  
13 develop and implement a training program and shall train all supervisors and managers,  
14 including bargaining unit supervisory personnel, in the equal employment opportunity  
15 requirements and aspects of their supervisory responsibilities. Edison shall provide to Class  
16 Counsel a description of the content of such training program as soon as practicable upon  
17 development of the program. Refresher training on these subjects shall be provided to all  
18 supervisors and managers every three years, and new supervisory and management  
19 employees shall receive the above training within six (6) months of the date of their hire or  
20 promotion into a supervisory or managerial position. The training to be provided under this  
21 Section is in addition to the mandatory diversity training required to be provided to all  
22 employees under Section XI.C.2 of this Decree.

23                   b.     At a minimum, the subjects to be covered by the training to be  
24 developed and implemented pursuant to this Section shall include: (i) Federal and State equal  
25 employment opportunity laws, including but not limited to the general provisions of these  
26 laws and the bases on which discrimination is prohibited under these laws; (ii) the identity,  
27 roles and responsibilities of agencies established to enforce these laws, and the principles and  
28 objectives underlying these laws including but not limited to job-relatedness; (iii) the

1 application of equal employment opportunity law to typical employment situations, including  
2 but not limited to development and completion of employee performance appraisals, making  
3 selection and promotion decisions, provision of work assignments, training and other career  
4 advancement opportunities, setting salaries and making other compensation decisions and  
5 general supervision of a racially diverse workforce; (iv) review of the provisions and  
6 requirements of the Decree; (v) review of the internal complaint procedure; (vi) prevention  
7 of racial harassment and responding to complaints of racial harassment; and (vii) supervisory  
8 follow-up of EEO complaints, including but not limited to prohibition against retaliation,  
9 working with the complainant and consideration of appropriate discipline of the offender.

10 2. Equal Opportunity/Diversity Training

11 a. Under the direction of the Executive Official, Edison shall  
12 develop and implement a mandatory Equal Opportunity/Diversity Training Program for the  
13 instruction of all currently employed personnel. Edison shall provide to Class Counsel a  
14 description of the content of such training program as soon as practicable upon development  
15 of the program. Such program shall provide an opportunity for participants to comment and  
16 ask questions of the trainer(s). Refresher training shall be provided to employees every three  
17 years. Newly hired employees shall receive the above training within six (6) months of their  
18 date of hire.

19 b. The Equal Opportunity/Diversity Training Program for all  
20 employees at a minimum shall include: (i) explanation and discussion of the Decree and  
21 Federal and State Equal Employment Opportunity laws; (ii) explanation and discussion of  
22 racially discriminatory and harassing conduct and what connotes a racially hostile work  
23 environment; (iii) application of Equal Employment Opportunity principles to typical, day-to-  
24 day employment situations; and (iv) the internal complaint procedure.

25 D. REVIEW OF CORPORATE PERFORMANCE APPRAISAL FRAMEWORK

26 Under the direction and supervision of the Executive Official and with the assistance  
27 of Consultant(s) selected in accordance with the provisions of Section X.D.2., Edison shall  
28 review its Corporate Performance Appraisal Framework not later than one hundred and

1 eighty (180) days after the Effective Date of this Decree. In connection with this review,  
2 Edison shall provide the Consultant(s) and Class Counsel with copies of the then current  
3 performance appraisal forms and related instructions used by its major business units.

4 E. REVIEW OF CORPORATE COMPENSATION POLICIES

5 Under the direction and supervision of the Executive Official and with the assistance  
6 of the Consultant(s) selected in accordance with the provisions of Section X.D.2., Edison  
7 shall review its Corporate compensation policies, including the compensation policies in  
8 effect as a result of the Compensation Integration Project ("CIP") not later than sixty (60)  
9 days after the Effective Date of this Decree. Such review shall not include a review of the  
10 policies and practices applicable to the Company's Executive Payroll, which is within the  
11 purview of the Board of Directors of the Company. Edison may, but shall not be required  
12 to, retain Consultant(s) in connection with any subsequent reviews, replacements or revisions  
13 of its Corporate compensation policies.

14 F. EQUAL OPPORTUNITY PROGRAM

15 1. Purpose

16 Not later than one hundred and eighty (180) days after the Effective Date of this  
17 Decree, Edison shall implement the following activities, revisions, and programs to augment  
18 the functions of its Equal Opportunity Program and to provide all employees, including  
19 African American employees, with an effective internal complaint procedure in which to  
20 assert and, if possible, resolve claims of discrimination within Edison.

21 2. Policy Statement and Distribution

22 The Equal Opportunity Department shall develop and disseminate annually to all  
23 employees and new hires a written statement that summarizes in simple language the rights  
24 of employees with potential charges of discrimination, including discrimination on the basis  
25 of race, to file such charges internally, and their right to be free from any form of retaliation  
26 for making such allegations, filing such charges, prosecuting such claims, or pursuing any  
27 remedy therefor.

28 / / /

1                   3.     Internal EO Complaint Procedure

2                   a.     Edison shall develop an internal EO complaint procedure under  
3 the direction and supervision of the Executive Official and with the assistance of the  
4 Consultant(s) selected in accordance with the provisions of Section X.D.2. to assure the  
5 prompt investigation and possible early resolution of such complaints. The Consultant(s)  
6 shall review the existing or proposed internal EO complaint procedures and may make  
7 recommendations concerning: (i) development of a standardized complaint form;  
8 (ii) appropriate and effective investigation techniques and procedures; (iii) appropriate levels  
9 of staffing and training of staff to implement an internal complaint procedure; (iv)  
10 development of a system for the early internal resolution of complaints that may be amenable  
11 to resolution through such a program; (v) a system for provision of appropriate corrective  
12 and preventive remedies for discriminatory conduct found to have occurred; (vi) follow up  
13 procedures to ensure that corrective action is taken and appropriate measures are taken to  
14 avoid retaliatory actions; (vii) notification to the complainant about the remedial action taken  
15 and/or other resolution of the complaint; and (viii) an internal appeals procedure, including a  
16 review by a person or persons who does/do not have a direct reporting relationship with the  
17 complaining party and is/are not involved in the complaint. Edison shall provide notice to  
18 employees making internal complaints that the limitation periods applicable to filing charges  
19 with the EEOC and the California Fair Employment and Housing Commission are not  
20 satisfied by filing an internal complaint. Investigations conducted under this procedure shall  
21 not be conducted under the attorney-client privilege, nor should they constitute attorney work  
22 product. Nothing contained in this provision shall prohibit the Company from maintaining  
23 one internal complaint procedure that may be utilized for all employee complaints, including  
24 without limitation, EO complaints.

25                   4.     Monitoring and Reporting of EO Complaints

26                   a.     Edison shall maintain a written record of each complaint of  
27 racial discrimination, retaliation, harassment or alleged violation of the Decree and the  
28 investigation undertaken and resolution, if any, obtained during the duration of the Decree.

1 Such reports shall minimally include the name, race, position, work location, and  
2 organization of the complainant; the substance of the complaint; and the name, race,  
3 position, work location, organization and work relationship to the complainant, if any, of the  
4 person alleged to have discriminated, harassed or retaliated against the complainant or  
5 otherwise violated the Decree. Edison shall also maintain reports including the number of  
6 employees disciplined for racial discrimination, retaliation or harassment of African  
7 American employees or violation of the Decree, the violation and the discipline imposed.  
8 Upon request, Class Counsel and the EEOC may obtain copies of the underlying complaints  
9 of African American employees concerning racial discrimination, retaliation, harassment or  
10 Decree violations and the complaint file for review.

11 b. Nothing in this Decree shall prohibit Edison from conducting  
12 privileged investigations under the direction of its legal department or outside counsel, which  
13 are separate from and in addition to the investigations conducted in accordance with Section  
14 XI.F.3. Edison shall not be required to disclose attorney-client privileged communications or  
15 attorney work product created in connection with such privileged investigations.

16 5. Training of Equal Opportunity Staff

17 a. Under the direction of the Executive Official, Edison shall  
18 develop and implement a training program to be provided to all Equal Opportunity  
19 Department staff and any other staff responsible for the implementation of the internal  
20 complaint and early dispute resolution procedures provided for in Section XI.F.3. Refresher  
21 courses shall be provided annually, and new employees of the Department shall be trained  
22 within thirty (30) days of their date of hire. Such training shall include, but not be limited  
23 to: (i) Federal and State equal employment opportunity laws, including but not limited to the  
24 general provisions of these laws, the bases on which discrimination is prohibited under these  
25 laws, the identity, roles and responsibilities of agencies established to enforce these laws, and  
26 the principles and objectives underlying these laws including but not limited to job  
27 relatedness; (ii) the application of equal employment opportunities to typical employment  
28 situations, including but not limited to development and completion of employee

1 performances appraisals, making selection and promotion decisions, provision of work  
2 assignments, training and other career advancement opportunities, setting salaries and general  
3 supervision of a racially diverse workforce; (iii) review of the provisions and requirements of  
4 the Decree; (iv) review of the internal complaint procedure; (v) the role and responsibility of  
5 the EO Department and staff; (vi) prevention of racial harassment; (vii) responding to  
6 complaints of racial harassment; and (viii) supervisory follow ups of EEO complaints,  
7 including but not limited to prohibition against retaliation, working with the complainant and  
8 discipline of and other remedial measures to be taken with the offender.

9 XII.

10 REPORTING AND RECORD KEEPING

11 A. DOCUMENT PRESERVATION

12 Edison shall retain employment-related records required to be created or maintained  
13 by this Decree for the term of this Decree or as required by state or federal law, whichever  
14 is longer. Class Counsel and the EEOC shall be entitled to review, upon reasonable request,  
15 all records required to be maintained by Edison pursuant to this Decree for the purpose of  
16 confirming Edison's compliance with this document retention requirement.

17 B. REPORTING REQUIREMENTS

18 1. Reporting Schedule

19 Edison, through the Executive Official, shall provide quarterly reports to Class  
20 Counsel and the EEOC on Edison's compliance with the requirements of the Decree, as set  
21 forth in Section XII.B.2., for the first two (2) years immediately following the Effective Date  
22 of the Decree. For the remainder of the term of the Decree, Edison shall provide such  
23 reports to Class Counsel and the EEOC on a semi-annual basis.

24 2. Information to Be Reported

25 The progress reports shall include information on:

26 a. Description of any material revisions to Edison's Corporate  
27 employee performance evaluation/appraisal framework that are implemented during the  
28 reporting period;

1                   b.     Description of any material revisions to Edison's Corporate  
2 employee compensation structure policies and procedures that are implemented during the  
3 reporting period;

4                   c.     Description of any material revisions to the internal complaint  
5 procedure that are implemented during the reporting period;

6                   d.     Summary of all internal complaints of alleged violations of the  
7 Decree, racial discrimination against African Americans, racial harassment of African  
8 Americans and/or retaliation in connection with complaints or protests of discrimination  
9 against African Americans or racial harassment of African Americans received in the  
10 reporting period. The summary shall include a description of the substance of such  
11 complaints, the identity of the complainants, the identity of the persons alleged to have  
12 engaged in the act or conduct complained of, a description of the investigations undertaken in  
13 response to such complaints as required by Section XI.F.3. of this Decree, the results of  
14 such investigations, and any remedial and/or disciplinary measures imposed;

15                  e.     Description of any material revisions to the JOIS system that are  
16 implemented during the reporting period;

17                  f.     Report of all waivers or exemptions granted for positions on  
18 JOIS during the reporting period as provided for in Section XI.B.2;

19                  g.     The title and salary range of all positions filled through JOIS  
20 postings, and the number and pre-application positions of African Americans and whites who  
21 applied and who were selected for such positions, during the reporting period;

22                  h.     Description of the content and status of the development and  
23 implementation of the career development programs provided for in Section XI.A.2, and the  
24 number of African Americans and whites who were selected for, commenced and/or  
25 completed each such training program during the reporting period;

26                  i.     The number of African Americans and whites promoted during  
27 the reporting period and the job positions and/or titles to which they were promoted, salary  
28 ranges to which they were promoted, and their salaries before and after the promotion;



1 j. The number of African Americans and whites severed, laid off,  
2 terminated or transferred after notification of layoff, due to the elimination or reorganization  
3 of their positions or jobs during the reporting period;

4 k. Description of the content and status of the development and  
5 implementation of the supervisory/managerial and employee non-discrimination/diversity  
6 training required pursuant to Sections XI.C.1. and C.2. during the reporting period, and the  
7 number of employees, supervisors and/or managers who were required to but failed to  
8 participate in or complete such training during the reporting period;

9 l. The number of African Americans and whites hired from  
10 outside the Company during the reporting period, and the positions and salary ranges for  
11 which they were hired;

12 m. A description of any forced distribution performance ranking  
13 system, including, without limitation, the Relative Distribution Process ("RDP"),  
14 implemented by Edison during the reporting period, and the distribution of African  
15 Americans and whites by analysis group used in such forced distribution performance ranking  
16 system.

17 XIII.

18 MONETARY RELIEF, NOTICE AND CLAIMS PROCEDURE

19 A. MONETARY SETTLEMENT FUND

20 1. Creation of Monetary Settlement Fund

21 a. Not later than fourteen (14) days after the Effective Date of this  
22 Decree, Edison shall wire transfer to an interest-bearing trustee account (the "Account") at a  
23 financial institution selected by Class Counsel and under the joint control of the Company  
24 and Class Counsel the sum of \$8,150,000 (the "Backpay Settlement Fund") and the sum of  
25 \$3,100,000 (the "Personal Injury Settlement Fund") (collectively, the "Funds") for the  
26 purpose of satisfying and settling claims of and making payments to the Named Plaintiffs and  
27 all class members whose claims are finally determined to be Adequately Supported (in  
28 accordance with Section XIII.D.9. through 13. of this Decree). All interest earned on the

1 Account between the time the Funds are deposited and the time the Funds are distributed to  
2 the Named Plaintiffs and Settlement Class, less taxes owed on such interest, shall be used to  
3 pay members of the Settlement Class and Named Plaintiffs in accordance with the provisions  
4 of this Section.

5 b. In the event that final approval of this Decree is ultimately  
6 reversed on appeal, Class Counsel shall promptly release any claim to the Funds, including  
7 any interest or earnings thereon. The Funds, plus any interest or earnings thereon, shall be  
8 returned to Edison not later than ten (10) business days of the date of such order reversing  
9 final approval.

10 c. Edison shall grant Class Counsel exclusive control of the  
11 Account to administer and disburse in accordance with the provisions of this Decree upon the  
12 expiration of the time to appeal an order granting final approval of the Decree if no appeal is  
13 taken, or the resolution of any and all appeals of this Decree in favor of final approval,  
14 whichever is later.

15 d. Any amounts for taxes due on interest or income earned on the  
16 Funds shall be paid or reserved from the Funds prior to disbursements made to the Named  
17 Plaintiffs and the Settlement Class.

18 e. In administering and disbursing the Funds, Class Counsel shall  
19 be responsible for the maintenance of detailed and accurate accounts of investments, receipts,  
20 disbursements and other transactions of the Funds, including payment of all federal, state and  
21 local taxes due on interest or income earned on the Funds as provided in subparagraph d.  
22 above.

## 23 2. Allocation of Funds

24 The amounts deposited in accordance with Section XIII.A.1., above, together with  
25 any interest earned on said amount while in the Account, shall be allocated for payment of  
26 claims in the following manner: Seven and one-half (7.5) percent of each of the Funds,  
27 together with the *pro rata* interest accrued as of the date of payment, less any taxes due on  
28 such interest, shall be allocated to pay the claims of the Named Plaintiffs, Richard Rice,

1 Choca Lee Mathieu, Fred Aldredge, Joseph Richards, Minor Stone, Gerald Robins, Chantal  
2 Menard, Afarah Board and Jasmin Hall, in accordance with the provisions of Section  
3 XIII.A.3., below. Thirty-thousand dollars (\$30,000) of the Funds (drawn from each of the  
4 Funds in proportion to their size) shall be allocated as a "Reserve Fund" to be used to pay  
5 any otherwise Adequately Supported claims which are excluded from the list of qualified  
6 claimants through error or omission of Class Counsel, the Escrow Agent, Edison or its  
7 counsel. The remainder of the Funds, less any amount due to Edison as credit for timely  
8 "opt-outs" as provided for in Section XIII.C.3., below, shall be allocated to pay the claims  
9 of qualified class members in accordance with the terms, conditions and provisions of this  
10 Decree. Upon payment to the Named Plaintiffs, in accordance with Section XIII.A.3.,  
11 below, the remainder of the Funds shall remain deposited in the Account and shall continue  
12 to accrue interest until such time as distribution to qualified class members who file claims  
13 that are determined to be timely and Adequately Supported in accordance with the provisions  
14 of this Section and payment to Edison of opt-out credits pursuant to Section XIII.C.3.,  
15 below.

16 3. Payments to Named Plaintiffs

17 Not later than six (6) months after the Effective Date of this Decree, the expiration of  
18 the date for filing of any appeal in this action if no appeal is taken, or resolution in favor of  
19 final approval of any appeal filed in this action, whichever is later, payment of the amount  
20 specified in Section XIII.A.2. above shall be made to the Named Plaintiffs, Richard Rice,  
21 Choca Lee Mathieu, Fred Aldredge, Joseph Richards, Minor Stone, Gerald Robins, Chantal  
22 Menard, Afarah Board and Jasmin Hall, in full settlement of their monetary claims in this  
23 action, including but not limited to back pay, front pay, fringe benefits and emotional  
24 distress. The Named Plaintiffs have decided that each named plaintiff shall be entitled to an  
25 equal share of this amount, inclusive of interest earned thereon from the date of deposit until  
26 the date of payment.

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1                   4.     Basic Eligibility for Payments From the Funds

2                   Eligibility for payment(s) from the Funds to settlement class members shall be made  
3 in accordance with the following:

4                   a.     To qualify for any payment from the Funds, an individual must:

5                             (1)    Return a completed Claim Form postmarked no later  
6 than the date established under this Decree for submitting claims;

7                             (2)    State (and, upon challenge based on reasonable grounds,  
8 establish) that he/she is an African American who was an employee of Edison during the  
9 class period applicable to monetary relief;

10                            (3)    State under oath that he/she has experienced  
11 discrimination, harassment, retaliation or hostile work environment in his or her employment  
12 with Edison based on his/her race during the liability period;

13                            (4)    Have his or her claim finally determined to be  
14 Adequately Supported (as defined in Section XIII.D.9. through 13. of this Decree); and

15                            (5)    Not have released his/her claims against Edison.

16                   b.     Claims filed on behalf of deceased class members must be  
17 accompanied by a certified copy of the deceased class member's death certificate and must be  
18 filed by an administrator of the Estate.

19                   c.     The specific monetary award that will be paid to qualified  
20 claimants who file timely claims that are finally determined to be Adequately Supported in  
21 accordance with Section XIII.D.9. through 13. of this Decree will be determined by  
22 assignment of points for specific factors to each claimant and each of the Funds. The  
23 specific factors for which points shall be assigned for the Backpay Settlement Fund are:  
24 length of service of the claimant with Edison; claims of discrimination on the basis of the  
25 race of the claimant in denial of promotion, termination (as used herein, including  
26 terminations in connection with layoffs), or pay or compensation; and time and effort  
27 devoted to the prosecution of the litigation. In order to recover any portion of the Backpay  
28 Settlement Fund or to be awarded points thereunder for length of service or time and effort

1 devoted to the prosecution of the litigation, the claimant must have an Adequately Supported  
2 claim of discrimination on the basis of the race of the claimant in denial of promotion,  
3 termination, or pay or compensation. The specific factors for which points shall be assigned  
4 for the Personal Injury Settlement Fund are: length of service of the claimant with Edison;  
5 claims of harassment, retaliation or hostile work environment on the basis of the race of the  
6 claimant; personal injuries sustained as a result of alleged discrimination in denial of  
7 promotion, termination, or pay or compensation; or harassment, retaliation or hostile work  
8 environment based upon the race of the claimant; and time and effort devoted to the  
9 prosecution of the litigation. In order to recover any portion of the Personal Injury  
10 Settlement Fund or to be awarded points thereunder for length of service or time and effort  
11 devoted to the prosecution of the litigation, the claimant must have an Adequately Supported  
12 claim of harassment, retaliation or hostile work environment on the basis of the race of the  
13 claimant, or an Adequately Supported claim for personal injuries sustained as a result of an  
14 Adequately Supported claim of discrimination in denial of promotion, termination, or pay or  
15 compensation. The points applicable to each fund for all qualified claimants will be  
16 aggregated. Each qualified claimant's proportionate share of the total points for each fund  
17 then will be determined and a claimant shall be allocated his or her proportionate share of the  
18 Backpay Settlement Fund and Personal Injury Settlement Fund. The point system will be  
19 applied to all claimants whose claims are Adequately Supported uniformly and in a  
20 nondiscretionary manner. Attached to this Decree as Exhibit B is a summary chart depicting  
21 the Allocation Formula for distribution of the Funds to eligible class members.

22 d. Factors to Be Used in Assignment of Points Applicable  
23 to the Backpay Settlement Fund

24 (1) Years of Service

25 (a) Qualified claimants will be assigned up to a  
26 maximum of 50 points based on their number of years of service with Edison through the  
27 Effective Date of the Decree. Points have been allocated for years of service prior to 1989  
28 in recognition of the fact that the impact of an Adequately Supported incident within the

1 Class Period upon a long-term employee may be greater than on an employee with less years  
2 of service. Information regarding a claimant's years of service will be verified from  
3 documentation provided by Edison to Class Counsel in accordance with the provisions of  
4 Section XIII.D.8., below. Allocation of points based on years of service shall be made in  
5 the following manner:

6	Employment for years		
7	prior to 1989	2 points for each year of service	
8	Employment for years	<u>Number of Points</u>	<u>Year</u>
9	1989-1995	5	1989
10		5	1990
11		4	1991
12		4	1992
		3	1993
		2	1994
		1	1995
		1	1996

13 As an example, a qualified claimant who began his or her employment on January 1, 1980,  
14 and ended his/her employment on December 31, 1993, shall be entitled to a total of 39  
15 points (9 x 2 points) + (5 + 5 + 4 + 4 + 3).

16 (b) In calculating the number of years of service  
17 during the class period for purposes of determining the allocation of points under this  
18 provision, employees serving fractions of a year that equal one-half year or more shall be  
19 credited with service for that entire year (e.g., a qualified claimant who began his/her  
20 employment on June 1, 1989, and thus had 7 months of service with the Company during  
21 1989, shall be considered for purposes of this provision to have been employed for 1989).  
22 Conversely, employees serving fractions of a year that are less than one-half of a year shall  
23 not be credited with service for that year (e.g., a qualified claimant who began his/her  
24 employment on October 1, 1989, and thus had 3 months of service with the Company during  
25 1989, shall not be considered for purposes of this provision to have had been employed by  
26 the Company during 1989). However, any claimant who has worked for six (6) or more  
27 continuous months who does not receive points for any year of service shall receive one (1)  
28 point.

1 (2) Liability Period Discriminatory Incidents

2 (a) Qualified claimants may receive up to a total of  
3 400 points based on claims that they were denied promotions or terminated due to race, or  
4 were discriminated against on the basis of their race in pay or compensation. To be eligible  
5 for allocation of points under this Section, a qualified claimant must:

6 i) State on the Claim Form that he/she was  
7 denied a promotion or promotions within the liability period, by indicating (A) the year(s) in  
8 which he/she was denied; (B) information about the position(s) sought, including a basis for  
9 establishing that the claimant applied for the position, the claimant was deterred from  
10 applying for the promotion, or that the claimant expressed interest in promotion but did not  
11 have an opportunity to apply for the position; (C) qualification for the position(s); and (D) a  
12 basis for asserting that the denial(s) occurred because of the race of the claimant. A  
13 qualified claimant shall be awarded seventy-five (75) points for one incident of denial of  
14 promotion established in accordance with the provisions of this Section; an additional sixty-  
15 five (65) points (or a total of 140 points for such claim) if two incidents of denial of  
16 promotions are established; and an additional thirty-five (35) points (or a total of 175 points  
17 for such claim) if three or more incidents of denial of or failure to consider for promotions  
18 are established.

19 ii) State on the Claim Form that he/she was  
20 terminated (including terminations in connection with layoffs) due to race within the liability  
21 period, by indicating (A) the year in which he/she was terminated; and (B) a basis for  
22 asserting that the termination or occurred because of the race of the claimant. A qualified  
23 claimant shall be awarded seventy-five (75) points for a termination established in accordance  
24 with the provisions of this section.

25 iii) State on the Claim Form that he/she was  
26 treated unfairly in pay or compensation within the liability period, by indicating (A) the time  
27 period(s) during which the unfair pay or compensation treatment occurred; (B) information  
28 about each incident of unfair pay or compensation; and (C) a basis for asserting that the

1 unfair pay or compensation incident(s) occurred because of the race of the claimant. A  
2 qualified claimant shall be awarded fifty (50) points for an incident of unfair pay or  
3 compensation treatment established in accordance with the provisions of this Section lasting  
4 less than one year; an additional fifty (50) points (or a total of 100 points for such claim) for  
5 unfair pay or compensation treatment lasting from one to three years; and an additional fifty  
6 (50) points (or a total of 150 points for such claim) for unfair pay or compensation treatment  
7 lasting more than three years.

8 (3) Time and Effort Devoted to Prosecution of the Case

9 Qualified claimants who devoted time and effort to the prosecution of this case may  
10 be awarded up to 50 points. Such claims will be verified based on information that may be  
11 provided by the claimant and from Class Counsel's records. Such points shall be allocated  
12 as follows: (A) claimants who provided or agreed to provide a declaration to Class Counsel  
13 shall be allocated 30 points; (B) claimants who provided information to assist Class Counsel  
14 in their investigation and/or prosecution of the case, including but not limited to identifying  
15 witnesses, providing documents or other factual information, shall be allocated 20 points.

16 e. Factors to Be Used in Assignment of Points Applicable to the  
17 Personal Injury Settlement Fund

18 (1) Years of Service

19 (a) Qualified claimants will be assigned up to a  
20 maximum of 50 points based on their number of years of service with Edison through the  
21 Effective Date of the Decree. Points have been allocated for years of service prior to 1989  
22 in recognition of the fact that the impact of an Adequately Supported incident within the  
23 Class Period upon a long-term employee may be greater than on an employee with less years  
24 of service. Information regarding a claimant's years of service will be verified from  
25 documentation provided by Edison to Class Counsel in accordance with the provisions of  
26 Section XIII.D.8., below. Allocation of points based on years of service shall be made in  
27 the following manner:

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1 retaliatory or hostile, including a basis for establishing that it was based upon the race of the  
2 claimant; (B) the date(s)/year(s) in which the conduct occurred; and (C) the name(s) or  
3 identity[ies], if known, of the person(s) who subjected the claimant to the conduct. A  
4 qualified claimant shall be awarded seventy-five (75) points for one incident of such racial  
5 harassment, retaliation or hostile work environment established in accordance with the  
6 provisions of this Section; an additional seventy-five (75) points (or a total of 150 points for  
7 such claim) for two to five incidents of racial harassment, retaliation or hostile conduct  
8 established and an additional fifty (50) points (or a total of 200 points for such claim) for six  
9 or more incidents of racial harassment, retaliation or hostile conduct established.

10 (3) Personal Injury Losses

11 Qualified claimants may also receive up to a total of 200 additional points for  
12 personal injuries sustained as a result of the discrimination in promotions, termination, or  
13 pay or compensation; or for racial harassment, retaliation or hostile work environment where  
14 there is a showing of impact on the claimant. Such claims will be verified by information  
15 provided by the claimant as well as that provided by Edison in accordance with the  
16 provisions of Section XIII.D.8., below. A claimant will receive the points allocated to the  
17 one category below, for which he/she is eligible, that has the highest number of points  
18 allocated to it:

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<u>Injurious Effect or Impact</u>	<u>No. of Points</u>
A. Claimant reported symptom(s) to family, friends, SCE, administrative fair employment agency or other nonmedical/mental health entity or individual; or	50
B. Claimant consulted a doctor, mental health or other health care professional once; or	100
C. Claimant consulted a doctor, mental health or other health care professional more than once; or	150
D. Claimant consulted a doctor, mental health or other health care professional, and he or she prescribed medication or other treatment; including, without limitation, a disability leave of absence due to the alleged discrimination, harassment, retaliation or hostile work environment.	200

(4) Time and Effort Devoted to Prosecution of the Case

Qualified claimants who devoted time and effort to the prosecution of this case may be awarded up to 50 points. Such claims will be verified based on information that may be provided by the claimant and from Class Counsel's records. Such points shall be allocated as follows: (A) claimants who provided or agreed to provide a declaration to Class Counsel shall be allocated 30 points; (B) claimants who provided information to assist Class Counsel in their investigation and/or prosecution of the case, including but not limited to identifying witnesses, providing documents or other factual information, shall be allocated 20 points.

5. Allocation of Monetary Relief and Tax Treatment

All distributions from the Backpay Settlement Fund to the Named Plaintiffs and qualified class members shall represent payment in compromise for disputed claims for back pay, except that 10% of each person's award shall represent prejudgment interest. All distributions from the Personal Injury Settlement Fund shall represent payment in compromise of disputed claims for compensatory damages for personal injury. Before distribution, Edison shall calculate and shall notify the Escrow Agent of the amounts to be

1 withheld pursuant to applicable federal, state and local laws from any amounts to be paid to  
2 the Named Plaintiffs and qualified claimants as back pay. The Escrow Agent shall cause  
3 such amounts to be withheld from the individual awards to be so distributed. The Escrow  
4 Agent shall be responsible for production of W-2 forms to claimants who are awarded a  
5 share of the Settlement Fund. Class members shall be responsible for payment of income  
6 taxes owed to any governmental authority on distributions from the Funds. Neither Class  
7 Counsel, nor Edison or its attorneys, will provide advice to class members concerning what  
8 taxes are owed. Class members should consult with a tax advisor if they have questions  
9 concerning their tax liabilities on distributions from the Funds.

10 B. NOTICE

11 1. Preliminary Approval Notice

12 a. Notice of the Court's Preliminary Acceptance of Consent  
13 Decree on May 9, 1996

14 Pursuant to the terms of the Decree as preliminarily accepted by the Court on May 9,  
15 1996, the following actions have been taken to effectuate notice to the Class:

16 The Company prepared and delivered to Class Counsel and the Escrow Agent a  
17 computer disk containing the full names, social security numbers, birth dates, last-known  
18 addresses and last-known telephone numbers of all potential class members, start date, and,  
19 if applicable, end date of employment with Edison (the "Class List"). Class Counsel  
20 provided to the Escrow Agent in computer readable format for inclusion on the Class List, a  
21 list of all potential class members and their addresses who are known to Class Counsel. On  
22 or about May 20, 1996, the Escrow Agent mailed, via first class United States Mail, postage  
23 prepaid, notice of the class settlement in the form attached hereto as Exhibit C, to each  
24 person on the Class List.

25 For each notice mailed to a person on the Class List that was returned as  
26 undeliverable, the Escrow Agent, not later than seven (7) days after receipt of the  
27 undeliverable notice, arranged through IRSC or a comparable service, for a computer  
28 database trace for such potential class member, and re-mailed the notice to any additional

1 address obtained for such potential class member. The cost of the IRSC or other comparable  
2 service was paid by Class Counsel.

3 Edison caused to be published notice of the class settlement in the form attached  
4 hereto as Exhibit D. Such notice appeared in the Wednesday, May 22, 1996, edition and the  
5 Sunday, May 26, 1996, edition of the following newspapers: the Los Angeles Times; the  
6 Orange County Register; the San Diego Union Tribune; San Bernardino County Sun;  
7 Riverside Press Enterprise. Such notice also appeared in the Wednesday, May 22, 1996;  
8 Thursday, May 23, 1996; or Thursday, May 30, 1996, edition of the Wave Community  
9 Newspapers directed to the African American community, the L.A. Sentinel, the Tri County  
10 Bulletin (Orange County), the Precinct Reporter (Riverside/San Bernardino), and the San  
11 Diego Voice & Viewpoint. The costs of such notice has been paid by Edison.

12 b. Notice of Proposed Modification to Consent Decree

13 Not later than August 9, 1996, the Escrow Agent shall mail, via first class United  
14 States Mail, notice of the Court's preliminary approval of this Consent Decree in the form  
15 attached hereto as Exhibit G to all class members on the Class List (as modified by tracings,  
16 changes of address reported by class members, or additions of class members whose  
17 identities have become known to the Escrow Agent, Class Counsel or Edison since the initial  
18 preparation of the Class List).

19 c. Tracing of Notice of Proposed Modification to Consent Decree

20 For each notice mailed to a person on the Class List that is returned as undeliverable,  
21 the Escrow Agent shall, not later than seven (7) days after receipt of the undeliverable  
22 notice, arrange through IRSC or a comparable service, for a computer database trace for  
23 such potential class member, and re-mail the notice to any additional address obtained for  
24 such potential class member. The cost of the IRSC or other comparable service shall be paid  
25 by Class Counsel.

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1                                   2.     Notice of Final Approval and Claims Process

2                                   a.     Mailed Notice

3                                   Not later than seven (7) days after the Effective Date of the Decree, the Escrow  
4 Agent shall mail, via first class United States Mail, postage prepaid, notice of the final  
5 settlement and claims process in the form attached hereto as Exhibit E, and a Claim Form in  
6 the form attached hereto as Exhibit F to all class members on the Class List (as it may be  
7 modified by tracings, changes of address reported by class members, or additions of class  
8 members whose identities have become known to the Escrow Agent, Class Counsel or  
9 Edison since initial preparation of the List) who have not opted out of the monetary  
10 settlement in accordance with the provisions of Section XIII.C.2., below.

11                                   b.     Tracing of Mailed Notice and Claim Forms

12                                   Not later than seven (7) days after receipt of any notice of final settlement approval  
13 that is returned as "undeliverable", the Escrow Agent shall arrange through IRSC or a  
14 comparable service, for a computer database search for such class member and remail the  
15 notice to any additional address obtained for such class member. The cost of the IRSC or  
16 other comparable service shall be paid by Class Counsel.

17                                   C.     OBJECTIONS AND EXCLUSIONS

18                                   1.     Objections

19                                   Class members who wish to present objections to the proposed settlement must do so  
20 in writing. Written objections shall be mailed to the Escrow Agent at P.O. Box 5100,  
21 Larkspur, California 94977-5100. Written objections must be received by the Escrow Agent  
22 on or before September 12, 1996. The Escrow Agent shall stamp the date received on the  
23 original of any objection it receives and serve copies of the objections on Class Counsel,  
24 counsel for the EEOC and the Company's counsel not later than two (2) business days after  
25 receipt thereof and shall file the date-stamped originals of any objections with the Clerk of  
26 Court no later than five (5) business days prior to the date of the Final Approval hearing.  
27 The Escrow Agent shall retain copies of all written objections in its files until such time as  
28 the Escrow Agent is relieved of its duties and responsibilities under this Decree.

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2. Exclusions

a. Consistent with Section VI of this Decree certifying the Settlement Class under Federal Rule of Civil Procedure 23(b)(3), for purposes of monetary relief, and in accordance with the requirements of Federal Rule of Civil Procedure 23(b)(3), any potential class member may request exclusion from the class for purposes of monetary relief only.

Potential class members who wish to exclude themselves from membership in the Settlement Class for purposes of participation in the monetary portion of the settlement must do so in writing, by filing with the Escrow Agent a signed and dated hand-written "Opt-Out" statement. Written opt-out statements shall be mailed to the Escrow Agent at P.O. Box 5100, Larkspur, California 94977-5100. "Opt-Out" statements must be received by the Escrow Agent on or before September 12, 1996. The "Opt-Out" statement shall, at minimum, contain the following language:

"I understand that by requesting to be excluded from the Class monetary settlement, I will receive no money from the Settlement Funds created in accordance with the Consent Decree entered into by Southern California Edison Company. I understand that if I am excluded from the Class Monetary Settlement, I may bring a separate action seeking damages; however, I may receive nothing or less than I would have received if I had filed a claim under the Class Monetary Settlement Procedure. I also understand that I may not seek exclusion from the class for non-monetary relief, and that I am bound by the class injunctive provisions of the Consent Decree entered into by Southern California Edison Company."

Only those class members who request exclusion in the time and manner set forth herein shall be excluded from the class.

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1                   b.     The Escrow Agent shall stamp the date received on the original  
2 of any opt-out statement received and serve copies of the statements on Class Counsel,  
3 counsel for the EEOC and the Company's counsel not later than two (2) business days  
4 following receipt thereof and shall file the date-stamped originals of any written opt-out  
5 statements with the Clerk of the Court no later than five (5) business days prior to the date of  
6 the Final Approval hearing. The Escrow Agent shall retain copies of all opt-out statements  
7 in its files until such time as the Escrow Agent is relieved of its duties and responsibilities  
8 under this Decree.

9                   c.     Pursuant to Federal Rule of Civil Procedure 23(b)(3) and (c)(2),  
10 the terms and provisions of this Decree concerning monetary relief shall have no binding  
11 effect on any person who makes a timely request for exclusion in the manner required by this  
12 Decree.

13                   3.     Opt-Out Credits

14                   a.     In the event that any member of the Settlement Class elects to  
15 "opt-out" of the Settlement Class for purposes of participation in the monetary portion of this  
16 settlement, and on or before the first anniversary of the Effective Date of this Decree such  
17 class member files a claim or charge in any court or before any governmental body alleging  
18 or otherwise asserting a claim that in whole or in part could have been submitted for  
19 determination under this Decree, Edison shall receive a refund from the Funds in the amount  
20 of 0.67% of the original amount of the Funds for each such class member (an "Opt-Out  
21 Credit"), provided, however, that the total amount of the refund shall not exceed \$2,500,000.  
22 The Opt-Out Credit(s) shall be deducted from the Backpay Settlement Fund and the Personal  
23 Injury Settlement Fund in proportion to the size of each of the Funds. Not later than sixty  
24 (60) days following the first anniversary of the Effective Date of this Decree, Edison shall  
25 notify Class Counsel of the names of all persons who have opted out of the settlement and  
26 filed a claim or charge within one year, as well as the identity of the courts and  
27 governmental bodies in which such persons have filed claims. Not later than fourteen (14)  
28 days thereafter, Class Counsel shall release to Edison an amount equal to the number of Opt-



1 Out Credits multiplied by 0.67% of the Funds, but not in excess of \$2,500,000. Any dispute  
2 as to the number of Opt-Out Credits shall be resolved in accordance with the Dispute  
3 Resolution Procedure set forth in Section X.C.3. of this Decree.

4 b. Not later than fourteen (14) days following the Effective Date of  
5 the Decree, Edison shall serve upon Class Counsel and counsel for the EEOC a written list  
6 of all persons known to Edison who come within the opt-out credit exemption set forth in  
7 Section XIII.C.3.c.(ii) below. Any disputes concerning the refund shall be resolved in  
8 accordance with Section X.C.3. of this Decree.

9 c. Edison shall receive no "opt-out" credit for (i) any potential  
10 class member who fails to file a timely request for exclusion in a manner that satisfies all of  
11 the requirements of this Decree or (ii) any person who, as of the date of preliminary  
12 approval of this Decree, has commenced any civil action against Edison or any of its  
13 directors, officers, agents or employees in any federal, state or local court alleging a  
14 violation of federal, state or local law prohibiting racial discrimination in employment.

15 4. Excessive Number of Opt-Outs

16 In the event that more than 35 members of the Settlement Class elect to "opt-out" of  
17 the Settlement Class for purposes of participation in the monetary portion of this settlement,  
18 Edison may at its option void this Decree. Class members who were not Full-time  
19 employees during the Class Period, were solely Temporary employees during the term of this  
20 Decree, or were hired less than one year prior to the Effective Date of this Decree who opt-  
21 out of the monetary portion of this Decree shall not be counted for purposes of determining  
22 whether 35 class members have opted-out of the monetary portion of this Decree. Edison  
23 shall notify Class Counsel and counsel for the EEOC of its decision to void this Decree prior  
24 to the date set for the final approval hearing. In the event that Edison elects to void this  
25 Decree, Edison shall have no further obligations under this Decree, and all funds (including,  
26 without limitation, any attorneys' fees) paid pursuant to or placed in a joint account by  
27 Edison in accordance with this Decree shall be refunded or released to Edison not later than  
28 fourteen (14) days following notice to Class Counsel of Edison's election to void this Decree.

1 D. CLAIM DETERMINATION PROCEDURE

2 1. Procedures for Disbursements of Funds

3 Class Counsel shall be responsible for the establishment and procedure for  
4 determining the manner of disbursements from the Funds in accordance with the provisions  
5 of this Decree.

6 2. Escrow Agent

7 An Escrow Agent may be used to assist Class Counsel (i) in the receipt of objections  
8 and opt-out statements; (ii) to prepare and mail notices to potential class members as required  
9 by this Section; and (iii) in the claims procedure in accordance with the provisions of this  
10 Decree. The Escrow Agent shall be selected by Class Counsel, and all fees, costs and  
11 expenses relating to the Escrow Agent shall be the responsibility of Class Counsel.

12 3. Distribution of Claim Forms

13 In accordance with the provisions of Section XIII.B.2.a., above, following the  
14 Effective Date of the Decree, the Escrow Agent shall mail a Claim Form to every known  
15 class member who has not opted out under the provisions of Section XIII.C.2. at his or her  
16 last known address. Claim Forms also shall be made available by the Escrow Agent to any  
17 other class members who submit a written request for a Claim Form. Such written requests  
18 shall be mailed or faxed to the Escrow Agent who shall mail the requested Claim Forms via  
19 first class United States Mail, postage prepaid, to individuals requesting them, not later than  
20 two (2) business days after the Escrow Agent's receipt of a request therefor. The Claim  
21 Form to be used shall be in the form attached hereto as Exhibit F. In the event that Class  
22 Counsel, Edison or its counsel receive a written request for a Claim Form from a potential  
23 claimant, those requests shall be transmitted to the Escrow Agent promptly via fax, but not  
24 later than two (2) business days after receipt of the request. In the event that Class Counsel,  
25 Edison or its counsel receive from any potential claimant an oral request for a Claim Form,  
26 they shall advise the potential claimant of the requirement that such requests for Claim  
27 Forms must be in writing and made to the Escrow Agent and shall provide to the potential  
28 class member the name and address of the Escrow Agent. The Escrow Agent shall retain

1 copies of all written requests for Claim Forms in its files until relieved of its duties under  
2 this Decree.

3 4. Tracing of Claim Forms

4 For each Claim Form mailed by the Escrow Agent in accordance with the provisions  
5 of Section XIII.D.3. that is returned as undeliverable, the Escrow Agent shall, not later than  
6 seven (7) days after receipt of the undeliverable Claim Form, arrange through IRSC or a  
7 comparable service, for a computer database trace for such potential claimant and remail the  
8 Claim Form to any additional address obtained for such potential claimant. The cost of the  
9 IRSC or other comparable service shall be paid by Class Counsel.

10 5. Submission of Claim Forms

11 a. Class members who wish to seek recovery of monetary  
12 compensation under this Decree must complete all information required on the Claim Form,  
13 and the Claim Form must be filed with the Escrow Agent by mailing the Claim Form to the  
14 Escrow Agent at P.O. Box 8060, San Rafael, California 94912-8060. The Claim Form  
15 must be postmarked on or before December 20, 1996 after the Effective Date of the Decree  
16 in order to be considered timely. All Claim Forms must be signed under penalty of perjury  
17 to be considered. Failure by any claimant to timely submit a Claim Form (for any reason  
18 whatsoever), shall bar the potential class member from having his or her claim considered  
19 and from receiving a monetary award from the Funds.

20 b. On a regular, periodic basis to be agreed upon by Class Counsel  
21 and the Escrow Agent, the Escrow Agent shall forward copies of the Claim Forms, including  
22 copies of the envelopes or other documentation necessary to determine the timeliness of such  
23 claims, and copies of all documents submitted by the Claimants with their Claim Forms, to  
24 Class Counsel for review. The Escrow Agent shall maintain the original of all Claim Forms  
25 and envelopes in which such Claim Forms were mailed until such time as the Escrow Agent  
26 is relieved of its duties and responsibilities under this Decree. Class Counsel may obtain the  
27 original of such Claim Forms from the Escrow Agent where necessary to assist in  
28 determining the timeliness and/or Adequacy of Support for a claim.

1 c. Class Counsel shall establish a toll free 800 line and be available  
2 to respond to requests from class members for assistance in completing and filing Claim  
3 Forms. The cost of the toll free 800 line shall be borne by Class Counsel.

4 6. Notice of Receipt of Claim Forms

5 a. Not later than fourteen (14) days after the expiration of the  
6 claim filing deadline, Class Counsel shall cause to be mailed, via first class United States  
7 mail, postage prepaid, to each claimant whose Claim Form was received on or before the  
8 filing deadline, notice that such Claim Form was received and will be reviewed.

9 b. Class Counsel shall cause to be mailed, via first class United  
10 States mail, postage prepaid to each claimant whose Claim Form is received after the filing  
11 deadline and is determined to be untimely under the provisions of this Decree, written notice  
12 that such claimant's Claim Form was not timely received, and notice that such claimant may  
13 request review by the Special Master in accordance with Section XIII.D.13. of this Decree.  
14 The Special Master shall not reverse the determination that a Claim Form was untimely  
15 unless the claimant can demonstrate that the determination of untimeliness was erroneous,  
16 i.e. that the claimant's Claim Form was postmarked on or before the claim filing deadline  
17 provided for in Section XIII.D.5.a.

18 c. In the event that the Special Master determines that a claim was,  
19 in fact, timely, the claim shall then be reviewed in accordance with the provisions of this  
20 Decree to determine whether it is Adequately Supported and the point allocation, if any.

21 7. Processing of Claim Forms, Requests for Further  
22 Information From Claimants.

23 The Escrow Agent shall process and initially review each Claim Form to determine if  
24 it is complete. If the Escrow Agent determines that the Claim Form is incomplete, the  
25 Escrow Agent may send via first class United States mail, postage prepaid, a written request  
26 to the claimant that the claimant complete the Claim Form. The Escrow Agent may consult  
27 with Class Counsel regarding such requests for additional information. Claimant must  
28 provide the requested information in writing, signed under penalty of perjury, to the Escrow

1 Agent on or before thirty (30) days after the date on which the Escrow Agent's request for  
2 completion of the Claim Form was mailed, and the written notice to the claimant for such  
3 supplemental information shall specify the date by which the information must be received by  
4 Escrow Agent in order to be considered timely. Such additional information shall be deemed  
5 to be part of the claimant's Claim Form. The failure of a claimant to timely respond to the  
6 request for information shall result in the denial of the claim.

7 8. Provision of Information Regarding Claimants By Edison

8 Not later than fourteen (14) days after the Effective Date of this Decree, the Company  
9 shall create and provide to Class Counsel, in a computer readable format, a database  
10 containing the names and social security numbers of all class members, and each of their  
11 dates of employment, job positions and salary grades held, and the dates each class member  
12 held such job positions and salary grades.

13 Class Counsel may request additional information from the Company reasonably  
14 related to determining whether a claim is Adequately Supported and assignment of points to  
15 claims. Such requests shall be made in writing. The Company shall promptly provide  
16 information reasonably related to determining whether a claim is Adequately Supported or  
17 assignment of points to claims, but in any event no later than thirty (30) days after receipt of  
18 the request.

19 Class Counsel shall return to Edison or destroy all information supplied by Edison  
20 pursuant to this section, including any copies of such information, and in whatever form such  
21 information or copies have been maintained, not later fourteen (14) days following the  
22 distribution of the Funds to the class members who have established Adequately Supported  
23 claims.

24 9. Initial Claim Determination Process

25 Class Counsel shall make a preliminary determination as to whether each timely claim  
26 is Adequately Supported and the assignment of points to each Adequately Supported timely  
27 claim. Such determination shall be based upon the Claim Form submitted, and any other  
28 pertinent information presented by the claimant or the Company. In addition, Class Counsel

1 may request additional information from the claimant which Class Counsel believes to be  
2 necessary to determine, whether the claim(s) is Adequately Supported. Such requests for  
3 additional information shall be made in writing and sent via first class United States Mail,  
4 postage prepaid, and shall specify the information the Claimant is required to provide.  
5 Claimant must provide the requested information in writing or provide a written explanation  
6 as to why he or she cannot provide the requested information, signed under penalty of  
7 perjury, to Class Counsel on or before thirty (30) days after the date on which Class  
8 Counsel's request for additional information was mailed, and the written notice to the  
9 claimant for such supplemental information shall specify the date by which the information  
10 must be received by Class Counsel in order to be considered timely. Such additional  
11 information shall be deemed to be part of the claimant's Claim Form. The failure of a  
12 claimant to timely respond to the request for information may result in the denial of the  
13 claim. For purposes of this preliminary determination, a claim shall be "Adequately  
14 Supported" if the claimant presents sufficient credible evidence to establish a *prima facie* case  
15 of discrimination in promotion, termination or layoff, or pay or compensation, or racial  
16 harassment, retaliation or hostile work environment. Class Counsel shall complete its review  
17 and preliminary determination of whether claims are Adequately Supported and assignment of  
18 points not later than 120 days following the expiration of the claim filing deadline set forth in  
19 Section XIII.D.5.a.

20 10. Notification to the Company of Initial Claim Determination and Point  
21 Allocation

22 Commencing not later than sixty (60) days after expiration of the claim filing deadline  
23 set forth in Section XIII.D.5.a., but in no event later than thirty (30) days after the deadline  
24 for Class Counsel to have completed their review of all claims set forth in Section XIII.D.9.,  
25 Class Counsel shall provide to Edison on a monthly basis, information regarding its  
26 preliminary determination of Adequately Supported and inadequately supported claims and  
27 the assignment of points to such Adequately Supported claims which were reviewed by Class  
28 Counsel during the preceding month. With each monthly batch of claims, Class Counsel

1 shall provide to Edison a list with the names and social security numbers of all claimants  
2 whose claim or claims have been preliminarily determined to be Adequately Supported, the  
3 total and per category allocation of points to each Adequately Supported claimant and for  
4 each Adequately Supported claim and the identity of ineligible claimants and inadequately  
5 supported claims of claimants, with a summary of the bases for determining that a claimant  
6 or claim is not eligible to receive an award (a "Claimant List"), and forward a copy of the  
7 Claimant List together with copies of Claims Forms and all other non-privileged information  
8 used to preliminarily determine whether or not the claims of all timely claimants are  
9 Adequately Supported to the Company.

10 11. Challenges by the Company

11 The Company may challenge Class Counsel's preliminary determination that a claim  
12 is Adequately Supported by notifying Class Counsel in writing of the basis of the challenge  
13 together with copies of any documents or other evidence in support thereof not later than  
14 sixty (60) days after the Company's receipt of the Claimant Lists containing a finding as to  
15 that claim. To the extent Edison relies upon statements of any individuals, such statements  
16 shall be submitted under penalty of perjury as in the claim form. Claims which were  
17 preliminarily determined to be Adequately Supported by Class Counsel that are not  
18 challenged by the Company under this provision shall be deemed to be finally determined to  
19 be Adequately Supported in accordance with Class Counsel's preliminary determination, and  
20 eligible for payment. Edison may challenge Class Counsel's preliminary determination that a  
21 claim is Adequately Supported in its entirety or as to any incident alleged by the claimant to  
22 constitute racial discrimination, harassment, retaliation or hostile work environment which  
23 has been preliminarily determined by Class Counsel to be Adequately Supported. Edison  
24 may challenge a claim preliminarily determined to be Adequately Supported by Class  
25 Counsel by offering credible evidence of a legitimate, non-discriminatory business reason for  
26 the adverse action towards the employee; or disputing that the evidence offered by the  
27 claimant establishes a *prima facie* case of discrimination, racial harassment, retaliation or  
28 hostile work environment. The Company may not challenge the number of points allocated

1 to any claimant except to the extent that the number of points assigned is inconsistent with  
2 the point allocation formula contained in this Section or contrary to Class Counsel's  
3 determination as to whether the claim is Adequately Supported in its entirety or any incident  
4 determined by Class Counsel to be Adequately Supported. Class Counsel and the Company  
5 shall meet and confer to attempt to resolve any challenges raised by the Company not later  
6 than thirty (30) days after Class Counsel's receipt of a written challenge from the Company.  
7 Prior to the meet and confer, Class Counsel may request from Edison additional information  
8 concerning and/or clarification of the Company's challenge. Edison may reject Class  
9 Counsel's request for additional information unless the requested information is directly  
10 related to the grounds for Edison's challenge and reasonably necessary to evaluate the merits  
11 of the challenge. Any disputes as to what information should be provided shall be resolved  
12 in accordance with Section X.C.3. If the Company and Class Counsel agree that a claim or  
13 portion thereof is Adequately Supported during the meet and confer process, such claim or  
14 portion thereof shall be finally determined to be Adequately Supported and eligible for  
15 payment.

16 12. Resolution of Challenged Claims

17 a. If Class Counsel and the Company (the "Parties" for purposes of  
18 Section XIII.D. and E. of this Decree) are unable to resolve any disputes as to whether a  
19 claim, or a portion thereof, is Adequately Supported through the meet and confer process not  
20 later than forty-five (45) days of the Company's service on Class Counsel of its challenge,  
21 the challenge shall be submitted in writing to the Special Master for final resolution.

22 b. In presenting a challenged claim to the Special Master, the  
23 Parties shall submit to the Special Master all documents previously exchanged regarding the  
24 claim, including without limitation, the Claim Form and supporting documents; the statement  
25 by the Company challenging the determination that such claim is Adequately Supported and  
26 any supporting evidence and correspondence exchanged by the Parties regarding the claims.  
27 The Parties need not submit to the Special Master any documents or information that the  
28 Parties agree are unnecessary for the Special Master's final determination of whether the



1 claim is Adequately Supported. Copies of all documents submitted by the Parties shall be  
2 concurrently served upon the other party.

3 c. The Special Master shall review the materials submitted by the  
4 Parties. The Special Master shall then determine whether he or she can make a final  
5 determination as to whether the claim is Adequately Supported based upon the materials  
6 submitted by the Parties; request further briefing or information from either or both Parties  
7 or the claimant; or direct that a live or telephonic hearing be conducted to assist the Special  
8 Master in finally determining whether the claim is Adequately Supported. Any request for  
9 further information from the Parties or the claimant shall require the party or claimant to  
10 respond not later than thirty (30) days after the date of the request. The failure of any party  
11 or claimant to respond within that time period shall result in a final determination against that  
12 party.

13 d. In the event that the Special Master determines that a live or  
14 telephonic hearing is necessary, the Parties and the Claimant shall be provided at least  
15 twenty (20) days notice of the time, date and place (if applicable) of such hearing. Failure to  
16 participate or attend (as applicable) the hearing, absent a pre-approved excuse, shall result in  
17 the automatic denial of the claim. A Claimant's failure to make himself or herself available  
18 as reasonably requested prior to the date on which the Special Master must complete all  
19 hearings shall result in the automatic denial of the claim. Whether a Claimant has failed to  
20 make him or herself reasonably available shall be finally determined in the sole and absolute  
21 discretion of the Special Master. All such hearings shall be completed not later than 300  
22 days following the claim filing deadline set forth in Section XIII.D.5.a. At the time set for  
23 the hearing of each claim, Claimant and the Company may each be represented by one  
24 attorney. No such hearing shall last more than three hours unless otherwise determined by  
25 the Special Master upon application by either party that more time is required in order to  
26 provide a fair hearing for either party. At such hearing the Claimant shall be provided an  
27 opportunity to testify regarding the basis of his or her claim and may be questioned thereon  
28 by Edison's counsel and the Special Master.

1 e. For purposes of the Special Master's review of a disputed claim,  
2 a claim shall be finally determined to be Adequately Supported and eligible for payment as  
3 follows: (a) if Edison solely challenges whether a *prima facie* case has been established by  
4 the claimant, and the Special Master determines that the claimant has presented sufficient  
5 credible evidence to establish a *prima facie* case; or (b) if Edison has presented evidence of a  
6 legitimate, non-discriminatory business reason for the action taken or events alleged to have  
7 occurred, and the Special Master determines that the claimant has offered sufficient credible  
8 evidence that Edison's articulated reason is pretextual to create a genuine issue of material  
9 fact regarding racial bias against the claimant.

10 f. The Special Master shall notify the Claimant of his or her  
11 determination, and that such determination is final, in writing via first class United States  
12 Mail, postage prepaid, not later than thirty (30) days following the Special Masters  
13 determination of that Claimant's claim. The Special Master's review of any claims submitted  
14 to the Special Master under Section XIII.D.12. of this Decree shall be completed no later  
15 than 300 days following the claim filing deadline set forth in Section XIII.D.5.a. of this  
16 Decree. The determination by the Special Master shall be final, binding and non-appealable;  
17 consequently, a claim determined to be Adequately Supported by the Special Master shall be  
18 finally determined to be "Adequately Supported" for purposes of this Decree.

19 13. Appeal of Claims to the Special Master

20 a. Within fourteen (14) days of the deadline for the Company to  
21 object to Class Counsel's determination, a notice shall be sent by Class Counsel to the  
22 claimant, stating Class Counsel's determination and any objection by the Company. The  
23 notice will advise the claimant of the appeal process. A copy of all such notices shall be sent  
24 by Class Counsel to the Company. Any claimant wishing to seek review of the  
25 determination must do so by returning a written request for review to the Escrow Agent  
26 postmarked no later than thirty (30) days from the date of the notice of claim determination.  
27 The notice of right of review also shall advise the claimant of his or her right to provide  
28 additional supplemental information in support of his or her claim in writing to the Special

1 Master no later than thirty (30) days from the date of the notice of claim determination.  
2 Failure to timely file a request for review shall bar a claimant from challenging a  
3 determination of the timeliness or inadequacy of support for his or her claims or otherwise  
4 participating in any monetary award under the Decree on the basis of the claim determined to  
5 be untimely or inadequately supported.

6 b. All requests for review under Section XIII.D.13.a. shall be  
7 decided by the Special Master based on the written request for review form and any other  
8 documentation or written information that may be timely submitted by the claimant unless the  
9 Special Master requests that the claimant and/or the Parties submit written statements or  
10 briefing or directs that a hearing be held. Any such hearing will be conducted in accordance  
11 with the provisions of Section XIII.D.12.d., except that the timing requirements of Section  
12 XIII.D.13.c. shall be observed to the extent practicable.

13 c. The Special Master shall attempt to expeditiously resolve any  
14 appeal under Section XIII.D.13.a. not later than sixty (60) days after the filing of the  
15 challenge or request for review, unless Class Counsel and the Company consent that more  
16 time is needed and permitted. The Special Master's decisions on appeals shall be in writing  
17 and shall be served by the Special Master on Class Counsel, the Company and the subject  
18 claimant. All decisions of the Special Master regarding claim determinations and requests  
19 for review are final, binding and non-appealable; consequently, a claim determined to be  
20 Adequately Supported by the Special Master shall be finally determined to be "Adequately  
21 Supported" for purposes of this Decree.

22 E. CLASS MONETARY DISTRIBUTION

23 1. Class Monetary Distribution List

24 Not later than thirty (30) days after the later of the deadlines of the completion of the  
25 claim determination process by Class Counsel and/or the Special Master, Class Counsel shall  
26 prepare a final list ("Class Monetary Distribution List") of all qualified, Adequately  
27 Supported claimants and the amount to be awarded to each based on the allocation of points  
28 to such claimants and shall submit the List to the Special Master for approval and to the

1 Company. The List shall include the name of each Claimant whose claim(s) has (have) been  
2 finally determined to be Adequately Supported, the points assigned and the monetary award  
3 to that Claimant. The Company may object to the inclusion or exclusion of any claimant, or  
4 the amount of the award to any claimant, solely on the grounds that the inclusion, exclusion  
5 or amount awarded is inconsistent with the prior determination of the Parties or Special  
6 Master. Any such objection by the Company shall be resolved by the Special Master  
7 through the procedure set forth in Section X.C.3 above prior to the approval by the Special  
8 Master of the List. Any such objections to the List must be submitted in writing by the  
9 Company to the Special Master and Class Counsel not later than fourteen (14) days after the  
10 Company's receipt of the List. Notwithstanding the provisions of Section X.C.3., the  
11 Special Master's determination of merits of the Company's objections and/or the Special  
12 Master's approval of the List shall be made not later than thirty (30) days after the  
13 submission of the List to the Special Master. Not later than twenty (20) days after approval  
14 or modification by the Special Master of the List the Company shall notify the Escrow Agent  
15 in writing of the amounts to be withheld from any backpay portion of each claimant's award  
16 for federal, state and applicable local income and employment taxes and shall provide to the  
17 Escrow Agent completed W-2 forms for all such claimants. Not later than thirty (30) days  
18 thereafter, or not later than fourteen (14) days after the resolution in favor of final approval  
19 of any and all appeals of final approval of this Decree, whichever is later, the Escrow Agent  
20 shall cause to be mailed via certified mail, return receipt requested checks in the amounts set  
21 forth on the List approved by the Special Master less withholdings, an accompanying cover  
22 letter that shall explain to the claimant the basis on which the monetary award and deductions  
23 were calculated, W-2 forms and any other written information the Parties may deem to be  
24 pertinent or necessary. All checks shall be negotiable for not more than six (6) months from  
25 the date of mailing, and each check and accompanying cover letter shall so indicate. For  
26 each check that is returned to the Escrow Agent as "undeliverable," the Escrow Agent shall  
27 not later than fourteen (14) days after receipt thereof conduct an IRSC or comparable search,  
28 and if such search is unsuccessful in locating the claimant and the gross value of the

1 claimant's individual share exceeds five thousand dollars (\$5,000), retention of the services  
2 of a private investigator to search and attempt to locate the claimant and cause to be remailed  
3 via certified mail, return receipt requested, a check to such new address as may be obtained  
4 through the tracing process. The cost of the IRSC or other comparable search shall be paid  
5 by Class Counsel. Payment for the services of a private investigator, if such services  
6 become necessary, shall be made out of the balance of that class member's award, provided,  
7 however, that such amounts shall not exceed the lesser of ten (10) percent of the net value of  
8 the claimant's individual share or \$5,000. Such reissued checks shall be issued within six (6)  
9 months of the mailing of the initial checks, and negotiable for not more than six (6) months  
10 from the date of remailing. All returned checks to Claimants for whom no additional address  
11 is obtained, or whose check is returned after an additional address has been obtained, shall  
12 be held by the Escrow Agent for not more than six (6) months. If no claim is made for the  
13 checks by the Claimants within that time period, the funds shall be considered unclaimed  
14 funds and distributed in accordance with Section XIII.E.2 of this Decree.

15 2. Unclaimed Funds

16 To the extent any funds remain in the Class Monetary Settlement or Reserve Funds  
17 one year after initial distribution of class settlement checks from the Funds, all remaining  
18 funds which are unclaimed shall be deemed Unclaimed Funds and shall be distributed in  
19 equal amounts to the Los Angeles Chapter of the United Negro College Fund designated for  
20 students in Southern California and the NAACP Legal Defense and Education Fund's  
21 Western Regional Office.

22 F. CONFIDENTIALITY OF CLAIMS DETERMINATION AND INFORMATION  
23 EXCHANGE

24 Except as otherwise provided in this Section XIII.F., in order to assist in preserving  
25 the integrity of the claims process under this Decree, each of the parties to this Consent  
26 Decree (including, without limitation, each Plaintiff and member of the Settlement Class),  
27 and any Special Master(s) or Escrow Agent(s) appointed hereunder, shall not disclose to any  
28 person: (1) the identities of the claimants; (2) whether or not any person's claim is

1 determined to be Adequately Supported; (3) the information provided by the claimant on his  
2 or her claim form; (4) the number of points, if any, assigned to the claimant pursuant to  
3 Section XIII of this Decree; (5) the amount of money received by any claimant; (6) any  
4 information provided by the Company pursuant to this Section XIII of this Decree; (7) the  
5 number of claims made and/or determined to be Adequately Supported; and (8) the average,  
6 median or mean amount recovered by claimants. The foregoing information may be  
7 disclosed only as follows: (1) to the Court, under seal, only to the extent necessary to  
8 comply with or enforce the terms of this Decree; (2) to employees of Plaintiffs' counsel to  
9 the extent necessary for Class Counsel to comply with Plaintiffs' and Class Counsel's  
10 obligations under or to enforce the terms of this Decree; (3) to management employees of the  
11 Company, and employees of the Company's counsel, only to the extent necessary to comply  
12 with the Company's obligations under, to investigate or challenge claims submitted under, or  
13 to enforce the terms of this Decree; (4) to the Escrow Agent and/or Special Master, only as  
14 necessary for them to carry out their obligations under the terms of this Decree; (5) to any  
15 third party, only as compelled by law and after notifying all other parties to this Decree as  
16 soon as practicable of any demand for disclosure to a third party (this provision shall not be  
17 interpreted to allow any person to obtain such information under federal or state discovery  
18 laws or by subpoena); (6) to AEGIS Insurance Services, Inc. ("AEGIS"), its reinsurers and  
19 its counsel to the extent reasonable to comply with Edison's obligations under any policies of  
20 insurance underwritten by AEGIS or as requested by AEGIS for the purpose of evaluating or  
21 administering coverage of Edison's claims under such policies or complying with AEGIS's  
22 obligations to its reinsurers; or (7) to any third party only to the extent necessary to conduct  
23 the claims process required by Section XIII of this Decree or to enforce the terms of this  
24 Decree, and after notifying all other parties to this Decree sufficiently in advance of such  
25 disclosure to allow any dispute concerning such disclosure to be resolved in accordance with  
26 Section X.C.3 or (8) the EEOC may disclose the number of claims made and/or determined  
27 to be Adequately Supported, and the average, median or mean amount recovered by  
28 claimants. Each claimant shall be informed of his or her obligation to maintain this

1 information in confidence on the Claim Form attached hereto as Exhibit F, in any written  
2 communications concerning this Consent Decree, and at the end of any claims determination  
3 hearing pursuant to Section XIII.D.12. Claimants shall not be prohibited from disclosing  
4 information concerning whether or not their claims were determined to be Adequately  
5 Supported and/or any amount awarded to them to their immediate family and their lawyer(s)  
6 or accountant(s) provided that they inform such persons that such information must be  
7 maintained in confidence by court order. Nothing contained in this provision shall be  
8 interpreted to prohibit Edison from disclosing the information described above to its  
9 directors, officers, managers, supervisors or employees who have a business need to know  
10 such information. No person shall be held in contempt for disclosure in violation of this  
11 provision, unless the disclosure is willful, reckless or grossly negligent. Edison will confer  
12 with Class Counsel about any apparent violation of this provision as soon as practicable after  
13 learning of the violation and attempt to resolve the matter with Class Counsel. Any issue not  
14 resolved through such conference shall be resolved in accordance with Section X.C.3.

15 XIV.

16 RELEASES OF CLAIMS

17 A. RELEASE OF CLAIMS BY PLAINTIFFS AND SETTLEMENT CLASS

18 The negotiation and entry of this Decree have been undertaken by the parties for the  
19 purpose of settling all claims which Plaintiffs and the Settlement Class brought or could have  
20 brought in this action. Upon final approval of the Decree, Edison, and its directors, officers,  
21 agents, employees, insurers and anyone acting in concert with any of them ("Edison") shall  
22 be, and hereby are, fully released and forever discharged from any and all claims, demands,  
23 charges, complaints, rights and causes of action of any kind, known or unknown, by  
24 Plaintiffs, the Settlement Class and each of its members who do not timely request exclusion  
25 from the class with regard to the monetary settlement, that arise out of or are related to the  
26 incidents of discrimination alleged in the complaint within the class period. This Release  
27 shall survive the termination of the Decree.

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1 Decree. Such fees shall be paid according to the following schedule.

2	October 15, 1996	\$700,000
3	January 15, 1997	\$700,000
4	January 15, 1998	\$150,000
5	January 15, 1999	\$150,000
6	January 15, 2000	\$100,000
7	January 15, 2001	\$150,000
8	January 15, 2002	\$50,000
9	January 15, 2003	\$50,000

10 In the event that the Decree is overturned on appeal following any of the foregoing  
11 payments, any amounts paid pursuant to this provision shall be returned to Edison in full.

12 In the event that the Decree is terminated prior to the date(s) on which the 2002  
13 and/or 2003 payments are due, such payment(s) shall be made within fourteen (14) days of  
14 the date on which the Decree is terminated.

15 C. ATTORNEYS' FEES FOR ENFORCEMENT OF DECREE

16 Class Counsel shall be paid, on a prevailing party basis, attorneys' fees, at their then-  
17 current hourly rates, plus reasonably necessary costs and expenses, for all work reasonably  
18 necessary to enforce the provisions of this Decree through the presentation of disputed issues  
19 for decision by the Special Master or the Court. Whether and to what extent Plaintiffs are a  
20 prevailing party in any proceeding to enforce the terms of this Decree shall be determined in  
21 the sole and absolute discretion of the Special Master (or, if this matter is brought before the  
22 Court, in the sole and absolute discretion of the Judge). The Special Master or the Judge  
23 may, in his or her sole discretion, award costs and fees to Edison in the event that he or she  
24 finds that Class Counsel has litigated in a vexatious or frivolous manner in the dispute before  
25 the Special Master or Court. Any dispute brought before the Special Master or the Court by  
26 Plaintiffs shall be deemed an enforcement action, solely for purposes of this Section, unless  
27 the matter is brought to the Special Master or Court jointly with the Company or the dispute  
28 concerns whether a claim or claims are Adequately Supported or the final claimants list is

1 correct.

2 XVI.

3 CONFIDENTIALITY AND RETURN OF DOCUMENTS PROVIDED TO CLASS  
4 COUNSEL UNDER THE TERMS OF THIS DECREE

5 The parties acknowledge that certain information provided pursuant to this Decree is  
6 required for the sole purpose of investigating, monitoring and enforcing Edison's compliance  
7 with this Decree. All records, reports and other documents generated, maintained or  
8 produced pursuant to the terms of this Decree shall be kept confidential and used and/or  
9 disclosed by Edison, AEGIS, Class Counsel, the EEOC and any Special Master or Escrow  
10 Agent appointed pursuant to this Decree solely for the purposes of this Decree. Edison,  
11 AEGIS, Class Counsel, the EEOC and any Special Master or Escrow Agent appointed  
12 pursuant to this Decree shall not disclose such information to any person, except as is  
13 reasonably necessary to enforce, monitor or administer the provisions of this Decree or to  
14 comply with otherwise applicable laws (this provision shall not be interpreted to allow any  
15 person to obtain such information under federal or state discovery laws or by subpoena).  
16 Edison may disclose to its insurers and AEGIS to its reinsurers information which either is  
17 required to provide under the terms of its insurance or reinsurance agreements, provided that  
18 they inform such insurers or reinsurers of the terms of this confidentiality order. The  
19 disclosure of confidential information to a person not a party to this Decree shall not  
20 constitute contempt unless the disclosure is willful, reckless or grossly negligent.

21 If Edison, AEGIS, Class Counsel or the EEOC desires to disclose information made  
22 confidential by this order for any purpose other than disclosure which is necessary to enforce  
23 or monitor the provisions of this Decree, that party requesting disclosure shall promptly  
24 notify the other parties of the information it seeks to disclose and the reasons for disclosing  
25 it. If any other party objects to the disclosure, the disclosure shall not occur unless the  
26 parties have followed the dispute resolution procedure set forth in Section X.C.3, and all  
27 parties have agreed to the disclosure or the Special Master has granted the party's request to  
28 disclose the information based upon a finding that good cause exists for such disclosure. In

1 the event that any Special Master or Escrow Agent appointed pursuant to this Decree desires  
2 to disclose information made confidential by this order for any purpose other than disclosure  
3 which is necessary to enforce or monitor the provisions of this Decree, and the Company,  
4 the EEOC or Class Counsel objects to disclosure of information proposed by any Special  
5 Master or Escrow Agent appointed under this Decree, the Special Master or Escrow Agent  
6 shall not make such disclosure, unless the Special Master or Escrow Agent and the  
7 Company, Class Counsel and the EEOC have met and conferred in good faith and the  
8 Company, Class Counsel and the EEOC have agreed to the disclosure, or the matter has  
9 been brought before the Court following a good faith effort by the Special Master or Escrow  
10 Agent and the Company, Class Counsel and the EEOC to resolve the dispute, and the Court  
11 has found good cause to allow the disclosure.

12 XVII.

13 APPLICATION OF THIS DECREE TO BARGAINING UNIT MEMBERS

14 The provisions of this Decree shall apply to bargaining unit members to the fullest  
15 extent permitted by law and under applicable collective bargaining agreements.

16 XVIII.

17 NOTICES

18 All notices and other communications required under this Decree shall be in writing  
19 and delivered either personally or by depositing the same, postage prepaid, in the United  
20 States Mail, addressed to the party hereto to whom the same is directed at the following  
21 addresses:

22 To Plaintiffs and Settlement Class:

23 Barry Goldstein  
24 Teresa Demchak  
25 Laurel Fletcher  
26 SAPERSTEIN, GOLDSTEIN, DEMCHAK & BALLER  
27 1300 Clay Street, 11th Floor  
28 Oakland, California 94612

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To United States Equal Employment Opportunity Commission

Anat Ehrlich  
U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
255 East Temple Street, 4th Floor  
Los Angeles, California 90012

To Southern California Edison Company:

John F. Guest  
SOUTHERN CALIFORNIA EDISON COMPANY  
2244 Walnut Grove Avenue  
Rosemead, CA 91770

With a Copy to:

Thomas L. Pfister  
Joseph B. Farrell  
LATHAM & WATKINS  
633 West Fifth Street, Suite 4000  
Los Angeles, California 90071

The parties may from time to time change their address for the purposes of this Section by providing written notice, return receipt requested, of such change to the other parties.

DATED: August 9, 1996

LATHAM & WATKINS  
Thomas L. Pfister  
Joseph B. Farrell

By *Joseph B. Farrell*

DATED: August 8, 1996

SAPERSTEIN, GOLDSTEIN, DEMCHAK & BALLER

By *Teresa Demchak*

DATED: August 9, 1996

UNITED STATES EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION

By *Anat Ehrlich*

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ORDER

The provisions of the foregoing Consent Decree are hereby approved, and compliance with all provisions thereof is HEREBY ORDERED.

Dated: September 30 1996

JAMES M. IDEMAN 151  
Judge  
United States District Court

*Rice v. Southern California Edison Company,*  
C.D. Cal., No. 94-6353-JMI (JRx)

**SUMMARY OF CONSENT DECREE**

On September 21, 1994, nine African American employees of Southern California Edison Company ("Edison") filed a complaint individually and on behalf of other similarly situated African Americans against SCEcorp and the Southern California Edison Company (collectively, "SCE") pursuant to Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e et seq. ("Title VII"), 42 U.S.C. § 1981, and the California Fair Employment and Housing Act, Government Code §§ 12940 et seq. (the "Complaint"). The Complaint alleges that Plaintiffs and similarly situated African Americans have been discriminated against in promotions, training, pay, performance evaluations and job and location assignments. Plaintiffs also allege that they and other African Americans were subjected to a racially hostile work environment and deterred from seeking advancement opportunities within SCE. On May 13, 1996, with the agreement of the parties, the United States Equal Employment Opportunity Commission intervened in the action on behalf of the plaintiffs. SCE denies that Plaintiffs or the class they represent suffered discrimination or were subjected to a hostile work environment, or were deterred from seeking advancement opportunities within SCE.

In the interest of resolving this matter without expensive and prolonged litigation, the parties have agreed to enter into a settlement and to the filing of a consent decree (the "Decree"). This document is intended to be a brief summary of the Decree. If you desire to have or to review a complete copy of the Decree, you may obtain a copy of the Decree from or review the Decree at the Equal Opportunity Department.

Under the terms of the Decree, a class of all African Americans who are or were employed by Edison at any time between January 1, 1989 and May 13, 1996, excluding any African American who released his or her claims against Edison prior to May 13, 1996 has been certified for purposes of the monetary portion of this settlement. A class of African Americans who are, were or will be employed by Edison at any time between January 1, 1989 and the termination of this Decree has been certified for purposes of the injunctive and declaratory relief portion of this settlement.

The Decree prohibits Edison and its officers, agents, and management or supervisory employees from (1) discriminating on the basis of race against any African American employee; (2) harassing or intimidating any African American employee on the basis of race or subjecting any African American employee to racial harassment and/or a racially hostile work environment; (3) making job selection, promotion and/or other job advancement or layoff decisions on the basis or race; or (4) retaliating against any African

**EXHIBIT A**

American or other employee who opposes, refuses to implement or otherwise objects to any practice, policy or act of Edison on the ground that it is racially discriminatory against African Americans.

The Decree also requires Edison to: (1) designate an Executive Official to oversee implementation and monitoring of Edison's compliance with the Decree; (2) develop competitive skills and management development training programs available to employees without regard to race; (3) develop written criteria for waivers of or exclusions from the JOIS system; (4) review the JOIS system to assure that the application process, and the outcome of the process and reasons for the outcome are explained in writing to applicants; (5) to develop and implement mandatory diversity training for all employees and training for managers and supervisors concerning their equal employment opportunity obligations; (6) review Edison's corporate performance appraisal framework and corporate compensation policies to assure that they do not unlawfully discriminate against African American employees; and (7) revise its internal equal opportunity complaint procedure and train staff responsible for investigating and resolving complaints of discrimination.

The injunctive provisions of the Decree will be in effect for seven years; however, Edison may seek an early termination of the Decree after five years if Edison satisfies the purposes of the Decree and has not been found to have violated the Decree during the two years preceding the date on which termination is sought.

During the term of the Decree, Edison will report periodically to lawyers representing the class and the EEOC concerning its compliance with the injunctive provisions of the Decree. The reports will include, among other things, information concerning revisions to corporate performance appraisal and compensation systems; revisions to the internal complaint resolution process; complaints of discrimination, harassment or retaliation against African Americans; revisions to the JOIS System; development and interpretation of the career development and training programs; and development and implementation of the non-discrimination training programs.

In addition to the injunctive relief, the Decree provides for Edison to create settlement funds of \$8,150,000 for back pay claims and \$3,100,000 for personal injury claims. The plaintiffs who brought the suit will share equally 7.5 percent of the settlement fund, and class members who submit claims that are determined to be adequately supported will share the remainder based upon the number of points assigned to their claims.

## EXHIBIT A

RICH ET AL. V. SOUTHERN CALIFORNIA EDISON  
SUMMARY CHART OF ALLOCATION FORMULA FOR DISTRIBUTION OF FUNDS

<u>BACKPAY SETTLEMENT FUND</u> -	Maximum 500 pts
YEARS OF SERVICE:	Maximum 50 pts
2 pts per year of service prior to 1989	
5 pts if employed in 1989	
5 pts if employed in 1990	
4 pts if employed in 1991	
4 pts if employed in 1992	
3 pts if employed in 1993	
2 pts if employed in 1994	
1 pts if employed in 1995	
1 pts if employed in 1996	
LIABILITY PERIOD DISCRIMINATORY INCIDENTS:	
Denial of Promotion:	Maximum 175 pts
1 denial - 75 pts	
2 denials - 140 pts	
3 or more denials - 175 pts	
Termination:	75 pts
Unequal Pay:	Maximum 150 pts
1 incident - 75 pts	
2 incidents - 120 pts	
3 or more incidents 150 pts	
TIME AND EFFORT DEVOTED TO PROSECUTION:	Maximum 50 pts
Agreed to provide declaration - 30 pts	
Provided information - 20 pts	
<u>PERSONAL INJURY SETTLEMENT FUND</u> -	Maximum 500 pts
YEARS OF SERVICE:	Maximum 50 pts
2 pts per year of service prior to 1989	
5 pts if employed in 1989	
5 pts if employed in 1990	
4 pts if employed in 1991	
4 pts if employed in 1992	
3 pts if employed in 1993	
2 pts if employed in 1994	
1 pts if employed in 1995	
1 pts if employed in 1996	
HARASSMENT, RETALIATION, HOSTILE CONDUCT:	Maximum 200 pts
1 incident - 75 pts	
2-5 incidents - 150	
6 or more incidents - 200 pts	
PERSONAL INJURY LOSSES:	Maximum 200 pts
Reported Symptoms - 50 pts	
Consulted doctor once - 100 pts	
Consulted doctor more than once - 150 pts	
Doctor prescribed medication/leave - 200 pts	
TIME AND EFFORT DEVOTED TO PROSECUTION:	Maximum 50 pts
Agreed to provide declaration - 30 pts	
Provided information - 20 pts	



[MAILED NOTICE]

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT  
AND HEARING

TO: AFRICAN AMERICANS WHO ARE OR WERE EMPLOYEES OF SOUTHERN  
CALIFORNIA EDISON COMPANY AT ANY TIME SINCE JANUARY 1, 1989.

PLEASE READ THIS NOTICE CAREFULLY, AS IT  
MAY AFFECT YOUR RIGHTS.

I. INTRODUCTION

The purpose of this notice is to inform you of a proposed settlement of a class action race discrimination lawsuit brought by African American employees against Southern California Edison Company ("SCE"). If you are an African American who is or was employed by SCE since January 1, 1989, you may be a member of the class affected by the lawsuit and entitled to receive a monetary payment from a Settlement Fund. The Court has scheduled a fairness hearing on July 22, 1996 at 10:00 a.m. to determine if the settlement should be given final approval. The fact that you have received this notice does not alone mean that you are a member of the class or that you are eligible to receive any monetary award under the settlement. You have received this notice because SCE's records reflect that you are African American and are currently or were employed by SCE since January 1, 1989. Please read this notice carefully because your rights may be affected by this lawsuit.

THIS NOTICE SUMMARIZES THE PROPOSED SETTLEMENT AND  
ADVISES YOU OF:

THE STATUS OF THE LAWSUIT, INCLUDING A STATEMENT OF  
YOUR RIGHTS WITH RESPECT TO A PROPOSED SETTLEMENT OF  
THE CASE;

THE OPPORTUNITY TO OPT OUT OF THE MONETARY PORTION OF  
THE PROPOSED SETTLEMENT;

THE OPPORTUNITY TO FILE WITH THE COURT AN OBJECTION TO  
THE SETTLEMENT.

EXHIBIT C

If you want to file a claim for monetary relief in this settlement or believe that the Court should approve the settlement, you do not need to do anything at this time. If the Court grants final approval of this settlement, a claim form on which you may submit your claim will be mailed to the same address as this notice.

## II. THE NATURE AND HISTORY OF THE CASE

On September 21, 1994, nine African American employees of Southern California Edison Company filed a complaint individually and on behalf of other similarly situated African Americans against SCEcorp and SCE alleging that SCE discriminates against African American employees in promotions, training, pay, performance evaluations, job and location assignments, and other terms and conditions of employment. The complaint also alleged that the plaintiffs and other African American employees are subjected to racial harassment, a racially hostile work environment and deterred from seeking advancement opportunities within SCE. The lawsuit seeks monetary damages, injunctive relief, attorneys' fees and costs from the defendants.

SCE denies all charges of wrongdoing and liability. The Court has not issued any ruling on the merits of the lawsuit.

The Equal Employment Opportunity Commission ("EEOC") informed the parties in March 1995 that it would seek to intervene in the case, and, with the parties agreement and the Court's approval, the EEOC intervened on May 13, 1996.

Plaintiffs and SCE engaged in settlement discussions from December 1994 until May 1, 1996. Plaintiffs, SCE and the EEOC have agreed to a settlement that includes monetary and injunctive relief. The Court must approve this settlement before it becomes final. The proposed settlement is summarized below.

## III. DEFINITION OF THE CLASS

The Court has conditionally defined the class as follows:

For purposes of injunctive and declaratory relief, the class shall be defined as:

All African Americans who are, were or will be employed by Edison at any time between January 1, 1989 and the expiration of the Decree.

For purposes of monetary relief, the class shall be defined as:

All African Americans who are or were employed by Edison at any time between January 1, 1989 and May 13, 1996, excluding any such person who released his or her claims against Edison prior to May 13, 1996.

If you are included in the class defined above, the proposed settlement will affect your rights and obligations. Moreover, you may be entitled to receive benefits, including a monetary award from a settlement fund.

#### IV. SUMMARY OF PROPOSED SETTLEMENT

Subject to Court approval, Class Counsel, the EEOC and SCE have agreed upon a proposed settlement under which this case will be resolved without a trial. The settlement includes:

##### A. INJUNCTIVE RELIEF

###### 1. General Provisions

Under the proposed Consent Decree, SCE, its officers, managers, supervisors and agents are prohibited from (1) discriminating on the basis of race against any African American employee; (2) harassing or intimidating any African American employee on the basis of race or subjecting any African American employee to racial harassment and/or a racially hostile work environment; (3) making job selection, promotion and/or other job advancement or layoff decisions on the basis of race; or (4) retaliating against any African American or other employee who opposes, refuses to implement or otherwise objects to any practice, policy or act of SCE on the ground that it is racially discriminatory against African Americans.

###### 2. Specific Affirmative Relief

Under the Decree, SCE also is required to implement certain affirmative relief including: (1) designating an Executive Official within the Company to implement and monitor the provisions of the Decree; (2) developing competitive skills and management development training programs with representation goals for African American employees within the Company; (3) reviewing its internal job posting system to assure that the application process, the outcome of the process, and the reasons for the outcome are clearly communicated; (4) developing and implementing separate mandatory diversity training programs for supervisors and managers and all other employees; (5) reviewing, with expert assistance, its corporate performance appraisal framework and corporate compensation policies to assure that

EXHIBIT C

there is no disparate impact upon African American employees; (6) making best efforts to meet specific representation goals for African American employees in the Top 500 and Top 2000 salaried positions of the Company; and (7) revising and implementing an internal equal opportunity complaint procedure and providing training to staff responsible for investigation and resolution of complaints made pursuant to the procedure.

#### B. MONETARY PAYMENTS

The Consent Decree requires SCE to create two settlement funds: one in the amount of \$8,150,000 for backpay claims, and one in the amount of \$3,100,000 for personal injury claims. The settlement funds do not include attorneys' fees and costs, which are to be paid by SCE separately. SCE will pay Plaintiffs' attorneys' fees in the amount of \$7 million for work on the case to date, administration of the claims procedure, and monitoring Edison's compliance with the Decree.

Each qualified class member (excluding the named plaintiffs) who files a timely, adequately supported claim shall be assigned points based on a review of each claimant's claims. Qualified class members shall receive points applicable to the backpay fund for adequately supported claims of discrimination in promotion, termination or layoff leading to termination, and/or pay or compensation. Class members shall also receive points applicable to the personal injury fund for adequately supported claims of personal injury resulting from discrimination in promotion, termination or layoff leading to termination, and/or pay or compensation, and for racial harassment, retaliation or hostile work environment. Class members shall also receive points applicable to both funds (provided that they have established an adequately supported claim applicable to such funds) for length of service with Edison and time and effort devoted to the prosecution of the litigation. Each class member who files an adequately supported claim and receives points shall be entitled to a pro rata share of the settlement fund to which the points apply based on the points allocated to him or her. The process for filing a claim is described in Section V of this Notice.

Under the Consent Decree, 7.5% of the Settlement Fund will be allocated to settle the individual claims of the nine named plaintiffs and to recognize their diligent prosecution of this litigation. This amount shall be allocated among the named plaintiffs in equal shares. The named plaintiffs are identified in Section VI of this Notice.

#### EXHIBIT C

V. CLAIMS PROCEDURE

A Class member who wishes to submit a claim will have to complete and timely submit a claim form and state under oath that he or she has experienced discrimination, harassment, retaliation or hostile work environment on the basis of his or her race in his or her employment with SCE at some time during the period of January 1, 1989 and May 13, 1996, and state the factual basis for such claim. Claims will be subject to review by Class Counsel and Edison. Claimants will have the opportunity to seek review by a special master of their claim determinations.

VI. CLASS REPRESENTATIVES AND CLASS COUNSEL

The following individuals are the named plaintiffs and have been designated by the Court as class representatives: Richard Rice, Choca Lee Mathieu, Fred Aldredge, Joseph Richards, Minor Stone, Gerald Robins, Chantal Menard, Afarah Board and Jasmin Hall.

The law firm of

Saperstein, Goldstein, Demchak and Baller  
1300 Clay Street, 11th Floor  
Oakland, CA 94612

is designated as counsel for the class.

VII. HEARING ON PROPOSED SETTLEMENT

A hearing to determine whether the proposed settlement is fair and reasonable and should be approved will be held on July 22, 1996, at 10:00 a.m. in the Courtroom of the Honorable James M. Ideman, United States District Court for the Central District of California, United States District Courthouse, 312 N. Spring Street, Los Angeles, CA 90012.

It is not necessary for you to appear at the hearing. If you wish to be represented at the Hearing by your own attorney at your own expense, your attorney must notify the Clerk of the Court and the following attorneys in writing by June 17, 1996:

For Plaintiffs and Settlement Class:

Barry Goldstein  
Teresa Demchak  
Laurel Fletcher  
SAPERSTEIN, GOLDSTEIN, DEMCHAK & BALLER  
1300 Clay Street, 11th Floor  
Oakland, California 94612

EXHIBIT C

For the United States Equal Employment Opportunity  
Commission

Anat Ehrlich  
U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
255 East Temple Street, 4th Floor  
Los Angeles, California 90012

For Southern California Edison Company:

Thomas L. Pfister  
Joseph B. Farrell  
LATHAM & WATKINS  
633 West Fifth Street, Suite 4000  
Los Angeles, California 90071

VIII. YOUR OPTIONS AS A CLASS MEMBER

As a possible class member, you have three options available to you at this time:

A. You may decide to do nothing. If you take no action, you will be included in the class if you qualify and may be entitled to a share of the settlement fund if you file a timely claim. You, however, may also choose not to file a claim form. If you are a member of the class and the Court approves the proposed settlement, you will not be able to bring or participate in a separate lawsuit or other legal proceedings regarding the claims in this lawsuit. You, however, may enter an appearance through counsel who may appear at the hearing. See Section VII of this Notice.

B. You may object, personally or through an attorney, to the proposed settlement in writing. All written objections must be mailed to the Escrow Agent, P.O. Box 5100, Larkspur, California 94977-5100 and received on or before June 17, 1996. If you wish to object to the settlement through your own attorney at your expense, your attorney must notify the Clerk of the Court and the attorneys for the parties as described in Section VII of this Notice.

C. If you wish to exclude yourself from this lawsuit, you must file a written "opt-out" statement with the Escrow Agent, P.O. Box 5100, Larkspur, California 94977-5100. Your opt-out statement must be received by the Escrow Agent on or before June 17, 1996.

If you opt-out of this lawsuit (1) you will have no right to file a claim or receive any money under this settlement; (2) you will not be bound by the monetary settlement in this lawsuit; and

EXHIBIT C

(3) you may bring a separate lawsuit or other legal proceeding against SCE by yourself. However, if you opt-out of this lawsuit and bring a separate lawsuit or other legal proceeding, you may lose your case and receive nothing, it may take several years to obtain any money or you may obtain less money than you can get under this settlement.

To opt-out of this lawsuit, you must submit your full name, address, social security number and a signed and dated copy of the following opt-out statement in your own handwriting:

I understand that by requesting to be excluded from the Class Monetary Settlement, I will receive no money from the Settlement Funds created in accordance with the Consent Decree entered into by Southern California Edison Company. I understand that if I am excluded from the Class Monetary Settlement, I may bring a separate action seeking damages; however, I may receive nothing or less than I would have received if I had filed a claim under the Class Monetary Settlement procedure. I also understand I may not seek exclusion from the class for class injunctive or non-monetary relief, and that I am bound by the class injunctive provisions of the Consent Decree entered into by Southern California Edison Company.

#### IX. ADDITIONAL INFORMATION

##### A. Inspection of Pleadings/Other Records

The pleadings and other records in the litigation, including complete copies of the Consent Decree, may be examined during regular office hours at the office of the Clerk of the United States District Court for the Central District of California, United States Courthouse, 312 N. Spring Street, Room G8, Los Angeles, CA 90012 or you may obtain copies of any of these documents at your own expense by contacting the Clerk of the Court.

##### B. Questions Regarding the Settlement or this Notice

If you have any questions about the proposed Settlement or this Notice, you may contact Class Counsel free of charge by mail at the above address or by telephone at the toll-free number 800/295-0231.

C. Change of Address

It is important for the parties to have your current address in order to be able to send you other mailings regarding the lawsuit.

You should write the Escrow Agent P.O. Box 8060, San Rafael, California 94912-8060 to report any change of your address. Failure to report a change of address may result in a qualified claimant being barred from receiving the benefits of the settlement.

PLEASE DO NOT CONTACT THE JUDGE OR THE CLERK OF THE COURT ABOUT THE SETTLEMENT OF THIS CASE.

EXHIBIT C



[PUBLISHED NOTICE]

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT  
AND HEARING

TO: AFRICAN AMERICANS WHO ARE OR WERE EMPLOYEES OF SOUTHERN  
CALIFORNIA EDISON COMPANY AT ANY TIME SINCE JANUARY 1, 1989.

PLEASE READ THIS NOTICE CAREFULLY, AS IT  
MAY AFFECT YOUR RIGHTS.

I. INTRODUCTION

The purpose of this notice is to inform you of a proposed settlement of a class action race discrimination lawsuit brought by African American employees against Southern California Edison Company ("SCE"). If you are an African American who is or was employed by SCE since January 1, 1989, you may be a member of the class affected by the lawsuit and entitled to receive a monetary payment from a Settlement Fund. The Court has scheduled a fairness hearing on July 22, 1996 at 10:00 a.m. to determine if the settlement should be given final approval. Please read this notice carefully because your rights may be affected by this lawsuit.

THIS NOTICE SUMMARIZES THE PROPOSED SETTLEMENT AND  
ADVISES YOU OF:

THE STATUS OF THE LAWSUIT, INCLUDING A STATEMENT OF  
YOUR RIGHTS WITH RESPECT TO A PROPOSED SETTLEMENT OF  
THE CASE;

THE OPPORTUNITY TO OPT OUT OF THE MONETARY PORTION OF  
THE PROPOSED SETTLEMENT;

THE OPPORTUNITY TO FILE WITH THE COURT AN OBJECTION TO  
THE SETTLEMENT.

II. THE NATURE AND HISTORY OF THE CASE

On September 21, 1994, nine African American employees of Southern California Edison Company filed a complaint individually and on behalf of other similarly situated African Americans against SCEcorp and SCE alleging that SCE discriminated against African American employees in promotions, training, pay, performance evaluations and job and location assignments. The complaint also alleged that the plaintiffs and other African American employees were subjected to a racially hostile work environment and deterred from seeking advancement opportunities

EXHIBIT D

within SCE. The lawsuit seeks monetary damages, injunctive relief, attorneys' fees and costs from the defendants.

SCE denies all charges of wrongdoing and liability. The Court has not issued any ruling on the merits of the lawsuit.

The Equal Employment Opportunity Commission ("EEOC") informed the parties in March 1995 that it would seek to intervene in the case, and, with the parties agreement and the Court's approval, the EEOC intervened on May 13, 1996.

Plaintiffs, SCE and the EEOC have agreed to a settlement that includes monetary and injunctive relief. The Court must approve this settlement before it becomes final. The proposed settlement is summarized below.

### III. DEFINITION OF THE CLASS

The Court has conditionally defined the class as follows:

For purposes of injunctive and declaratory relief, the class shall be defined as:

All African Americans who are, were or will be employed by Edison at any time between January 1, 1989 and the expiration of the Decree.

For purposes of monetary relief, the class shall be defined as:

All African Americans who are or were employed by Edison at any time between January 1, 1989 and May 13, 1996, excluding any such person who released his or her claims against Edison prior to May 13, 1996.

If you are included in the class defined above, the proposed settlement will affect your rights and obligations. Moreover, you may be entitled to receive benefits, including a monetary award from a settlement fund.

### IV. SUMMARY OF PROPOSED SETTLEMENT

Subject to Court approval, Class Counsel, the EEOC and SCE have agreed upon a proposed settlement under which this case will be resolved without a trial. The settlement includes:

#### A. MONETARY PAYMENTS

The Consent Decree requires SCE to create two settlement funds: one in the amount of \$8,150,000 for backpay claims, and one in the amount of \$3,100,000 for personal injury claims. The

settlement funds do not include attorneys' fees and costs, which are to be paid by SCE separately. Each qualified class member (excluding the named plaintiffs) who files a timely, adequately supported claim shall be entitled to a share of one or both of the settlement funds. Under the Consent Decree, 7.5% of the settlement funds will be allocated to settle the individual claims of the nine named plaintiffs and to recognize their diligent prosecution of this litigation. The named plaintiffs are identified in Section VI of this Notice.

#### B. INJUNCTIVE RELIEF

Under the proposed Consent Decree, SCE, its officers, managers, supervisors and agents are prohibited from (1) discriminating on the basis of race against any African American employee; (2) harassing or intimidating any African American employee on the basis of race or subjecting any African American employee to a racially hostile work environment; (3) making job selection, promotion and/or other job advancement or layoff decisions on the basis of race; or (4) retaliating against any African American or other employee who opposes, refuses to implement or otherwise objects to any practice, policy or act of SCE on the ground that it is racially discriminatory against African Americans. The proposed Consent Decree also includes increased commitments by SCE to career development programs for all employees, an increase in the training of supervisors and employees regarding equal employment opportunity obligations and objectives, improvements in SCE's internal employee problem resolution process, and best-efforts goals for African American representation in the Top 500 and Top 2000 paid positions.

#### V. CLAIMS PROCEDURE

A Class member who wishes to submit a claim will have to complete and timely submit a claim form and state under oath that he or she has experienced discrimination, harassment, retaliation or hostile work environment on the basis of his or her race in his or her employment with SCE at some time during the period of January 1, 1989 and May 13, 1996, and state the factual basis for such claim. Claims will be subject to review by Class Counsel and SCE. Claimants will have the opportunity to seek review by a special master of their claim determinations.

#### VI. CLASS REPRESENTATIVES AND CLASS COUNSEL

The following individuals are named plaintiffs and designated as class representatives: Richard Rice, Choca Lee Mathieu, Fred Aldredge, Joseph Richards, Minor Stone, Gerald Robins, Chantal Menard, Afarah Board and Jasmin Hall.

The law firm of Saperstein, Goldstein, Demchak and Baller of Oakland, California is designated as counsel for the class.

VII. HEARING ON PROPOSED SETTLEMENT

A hearing to determine whether the proposed settlement is fair and reasonable and should be approved will be held on July 22, 1996, at 10:00 a.m. in the Courtroom of the Honorable James M. Ideman, United States District Court for the Central District of California, United States District Courthouse, 312 N. Spring Street, Los Angeles, CA 90012.

It is not necessary for you to appear at the hearing. If you wish to be represented at the Hearing by your own attorney, your attorney must notify the Clerk of the Court and the following attorneys in writing by June 17, 1996:

For Plaintiffs and Settlement Class:

Barry Goldstein  
Teresa Demchak  
Laurel Fletcher  
SAPERSTEIN, GOLDSTEIN, DEMCHAK & BALLER  
1300 Clay Street, 11th Floor  
Oakland, California 94612

For the United States Equal Employment Opportunity Commission

Anat Ehrlich  
U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
255 East Temple Street, 4th Floor  
Los Angeles, California 90012

For Southern California Edison Company:

Thomas L. Pfister  
Joseph B. Farrell  
LATHAM & WATKINS  
633 West Fifth Street, Suite 4000  
Los Angeles, California 90071

VIII. YOUR OPTIONS AS A CLASS MEMBER

As a possible class member, you have three options available to you at this time:

A. You may decide to do nothing. If you take no action, you will be included in the class if you qualify and may be entitled to a share of the settlement fund if you file a timely claim form. You, however, may also choose not to file a claim

EXHIBIT D

form. If you are a member of the class and the Court approves the proposed settlement, you will not be able to bring or participate in a separate lawsuit or other legal proceedings regarding the claims in this lawsuit. You, however, may enter an appearance through counsel who may appear at the hearing. See Section VII of this Notice.

B. You may object, personally or through an attorney, to the proposed settlement in writing. All written objections must be mailed to the Escrow Agent, P.O. Box 5100, Larkspur, California 94977-5100 and received on or before June 17, 1996. If you wish to object to the settlement through your own attorney at your expense, your attorney must notify the Clerk of the Court and the attorneys for the parties as described in Section VII of this Notice.

C. If you do not want to be a part of this lawsuit, you may exclude yourself by filing a written "opt-out" statement with the Escrow Agent, P.O. Box 5100, Larkspur, California 94977-5100. Your opt-out statement must be received by the Escrow Agent on or before June 17, 1996.

If you opt-out of this lawsuit (1) you will have no right to file a claim or receive any money under this settlement; (2) you will not be bound by the monetary settlement in this lawsuit; and (3) you may bring a separate lawsuit or other legal proceeding against SCE by yourself. However, if you opt-out of this lawsuit and bring a separate lawsuit or other legal proceeding, you may lose your case and receive nothing, it may take several years to obtain any money or you may obtain less money than you can get under this settlement.

To opt-out of this lawsuit, you must submit your full name, address, social security number and a signed and dated copy of the following opt-out statement in your own handwriting:

I understand that by requesting to be excluded from the Class Monetary Settlement, I will receive no money from the Settlement Funds created in accordance with the Consent Decree entered into by Southern California Edison Company. I understand that if I am excluded from the Class Monetary Settlement, I may bring a separate action seeking damages; however, I may receive nothing or less than I would have received if I had filed a claim under the Class Monetary Settlement procedure. I also understand I may not seek exclusion from the class for class injunctive or non-monetary relief, and that I am bound by the class injunctive provisions of the Consent Decree entered into by Southern California Edison Company.

EXHIBIT D

IX. ADDITIONAL INFORMATION

A. Questions Regarding Settlement

If you are or were employed by SCE since January 1, 1989 and you have not received a notice in the mail concerning this settlement and you wish to receive additional information about the proposed settlement or this Notice, contact the Escrow Agent at 800/396-6097.

B. Inspection of Pleadings/Other Records

The pleadings and other records in the litigation, including complete copies of the Consent Decree, may be examined during regular office hours at the office of the Clerk of the United States District Court for the Central District of California, United States Courthouse, 312 N. Spring Street, Room G8, Los Angeles, CA 90012. You may also obtain copies of any of these documents at your own expense by contacting the Clerk of the Court.

PLEASE DO NOT CONTACT THE JUDGE OR THE CLERK OF THE COURT ABOUT THE SETTLEMENT OF THIS CASE.

**NOTICE OF APPROVAL OF SETTLEMENT AND  
CLAIM PROCEDURE**

TO: AFRICAN AMERICANS WHO HAVE BEEN EMPLOYED BY SOUTHERN CALIFORNIA EDISON COMPANY SINCE JANUARY 1, 1989

I. Description of Settlement

The Court has approved the settlement of the lawsuit *Rice v. Southern California Edison* involving claims of racial discrimination in employment at Southern California Edison Company ("SCE"). The settlement provides for injunctive relief and creates two funds to pay adequately supported claims of racial discrimination. One fund, totalling \$8.15 million is to pay adequately supported claims for damages for claims of discriminatory promotion, pay/compensation and termination. The second fund, totalling \$3.1 million is to pay for adequately supported claims of racial harassment or for personal injuries caused by discrimination. As a current or former employee of SCE, you may be entitled to a monetary payment from the settlement funds. This Notice explains the claim procedure and what you must do to qualify to receive a share of the settlement funds. Read this Notice carefully. It may affect your rights.

II. Eligibility to Receive a Monetary Payment

To qualify for any payment from the settlement funds, you must:

1. Be an African American who is or was employed by SCE at any time between January 1, 1989 through May 13, 1996;
2. Return a completed Claim Form signed under penalty of perjury postmarked no later than December 20, 1996. A Claim Form and Instructions are enclosed with this Notice.
3. State under oath that you have experienced discrimination, harassment, retaliation or hostile work environment in your employment with SCE based on your race at some time during the period January 1, 1989 through May 13, 1996 and the factual bases for such claim;
4. Have your claim determined to be adequately supported under the terms and provisions of the Decree; and
5. Not have otherwise released your claims against SCE.

### III. Determination of the Value of Your Claim

The amount you may be entitled to receive from each fund will be determined by allocation of points for specific factors related to your claim. The specific factors for which points will be assigned for the backpay settlement fund are: length of service with the SCE, discrimination on the basis of your race in promotion, termination or pay or compensation, and the time and effort you may have devoted to this litigation. The specific factors for which points shall be allocated for the personal injury settlement fund are length of service with SCE, harassment, retaliation or hostile work environment based on your race, and personal injuries you sustained as a result of racial discrimination in your employment with SCE, and the time and effort you may have devoted to the litigation. Points applicable to all qualified claimants will be aggregated. Each qualified claimant's proportionate share of the total points for each fund then will be determined and a claimant shall be allocated his or her proportionate share of each fund.

### IV. Objections and Appeals

Your claim will be subject to review by attorneys for the Plaintiff Class and SCE. If your claim is rejected in whole or in part, you will receive notice and have the right to appeal the determination to a Special Master. The claim procedure and method of point allocation have been approved by the Court and may not be challenged.

### V. Payment of Claims

Checks for payment of claims will be mailed to all qualified claimants following the determination of all claims and resolution of all appeals.

### VI. Change of Address

It is important that you notify the Escrow Agent in writing of any change of your address. Change of address should be mailed to:

Escrow Agent  
P.O. Box 8060  
San Rafael, California 94912-8060

### VII. Questions and Assistance in Completing the Claim Form

If you have questions regarding the claims procedure or how to complete your claim form, you may contact counsel for the members of the class, Saperstein, Goldstein, Demchak & Baller, at 1-800-295-0231. There will be no charge for your call.



CLAIM FORM

INSTRUCTIONS

Read Carefully Before You Complete The Claim Form.

1. To be eligible to file a claim in this case you must be:

- a. African American (i.e., Black);
- b. A current or former employee of Southern California Edison Company ("SCE");

AND

- c. Alleging that during the relevant period (see number 2 below) you were discriminated against on the basis of your race by SCE in one or more of the following ways:
  - (i) You were unfairly denied a promotion because of your race;
  - (ii) You were/are paid unfairly because of your race;
  - (iii) You were terminated unfairly because of your race;
  - (iv) You were subjected to racial harassment, retaliation or hostile conduct.

- 2. The relevant time period covered by this lawsuit is from January 1, 1989 until May 13, 1996. In order to be eligible to participate in this claims procedure, the discrimination you allege must have occurred during this time period.
- 3. In filling out your claim form, please print legibly or type.
- 4. Answer completely all questions that are applicable to you. Use additional sheets of paper in completing your claim form, if necessary. If you have documents that support your claim, attach copies to this claim form. Do not send original documents and do not send any documents without first making a copy of them for your files. Print your name and Social Security number on all documents or additional pages that you attach to your claim form.
- 5. Filing this claim does not automatically guarantee that you will receive any cash award under the Consent Decree. Your claim and the information you provide will be subject to review and verification. You may be asked to provide additional information to support your claim.
- 6. Your claim form must be postmarked on or before December 20, 1996 or your claim will be denied. To insure that you have a record of your claim and date of mailing, you should keep a copy of your signed claim form and related documents and mail the original claim form by certified mail and keep a copy of the postmarked certified mail receipt. For your records and reference, please keep these instructions.

EXHIBIT F

7. The Court has ordered SCE, Class Counsel, the plaintiffs and all class members, to keep confidential information disclosed as part of this claims process. Such parties may not disclose the following information:
  - a) The identities of the claimants;
  - b) Whether or not any person's claim is determined to be adequately supported;
  - c) The information provided by any claimant on his or her claim forms;
  - d) The number of points, if any, assigned to any claimant in the claims procedure;
  - e) The amount of money received by any claimant;
  - f) Any information provided by SCE as part of the claims procedure;
  - g) The number of claims made and/or determined to be adequately supported; and
  - h) The average, median or mean amount recovered by claimants.

You may disclose to your immediate family, lawyer or accountant whether your claim was granted and what amount, if any, you recovered as part of the claims process. However, you must obtain in advance the agreement of these individuals to keep that information confidential. If you have any questions about the confidentiality provisions of the Decree, you may contact plaintiffs' attorneys at (800) 295-0231.

8. All changes of address must be submitted in writing to the Claims Administrator at P.O. Box 8060, San Rafael, CA 94912-8060.
9. IF YOU NEED ASSISTANCE IN FILLING OUT YOUR CLAIM FORM OR HAVE ANY QUESTIONS, YOU MAY CALL PLAINTIFFS' ATTORNEYS, SAPERSTEIN, GOLDSTEIN, DEMCHAK & BALLER, 800-295-0231.

## EXHIBIT F

CLAIM FORM

IMPORTANT: Your claim form must be POSTMARKED on or before DECEMBER 20, 1996

BACKGROUND INFORMATION

1. Name \_\_\_\_\_  
(last) (first) (middle)
2. Current Home Address \_\_\_\_\_  
(number & street) (apt. no.)
3. City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_
4. Home Phone (\_\_\_\_) \_\_\_\_\_ Best time to call \_\_\_\_\_  
(area code)
5. Work Phone (\_\_\_\_) \_\_\_\_\_ Best time to call \_\_\_\_\_  
(area code)
6. Date of Birth \_\_\_\_ / \_\_\_\_ / \_\_\_\_ 7. Race \_\_\_\_\_  
(month) (day) (year)
7. Social Security Number \_\_\_\_ / \_\_\_\_ / \_\_\_\_
8. Date of Hire: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
(month) (day) (year)
9. Termination date (if applicable): \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
(month) (day) (year)
10. Please list all other names you used while employed at SCE and the dates when you used each name:

_____	_____
(name)	(date range)
_____	_____
(name)	(date range)

CLAIM INFORMATION

THE RELEVANT TIME PERIOD FOR CLAIMS IS FROM JANUARY 1, 1989 TO MAY 13, 1996.

CLAIMS ARISING BEFORE JANUARY 1, 1989 OR AFTER MAY 13, 1996  
ARE NOT ELIGIBLE FOR CASH AWARDS FROM THE SETTLEMENT FUND.

11. Promotion Claim If you are or were employed by SCE and you believe that between January 1, 1989 and May 13, 1996 because of your race you were unfairly denied promotion, provide the information requested below for each denial you believe to have been unfair (if you were unfairly denied more than five promotions, provide the information requested in items 11(a)-(e) for each additional position on a separate sheet of paper):

a.	Title of the Position You Were Denied	Salary Grade of Position You Were Denied	Date of Denial	Title of the Position You Held at the Time of Denial	Salary Grade You Held at the Time of Denial
(1)	_____	_____	_____	_____	_____
(2)	_____	_____	_____	_____	_____
(3)	_____	_____	_____	_____	_____
(4)	_____	_____	_____	_____	_____
(5)	_____	_____	_____	_____	_____

b. For each position identified in 11(a) that you claim was unfairly denied to you, state whether and how you expressed your interest in the position.

	<u>Written Application</u> <u>(including JOIS)</u>		<u>Verbal Request</u>		<u>Other (explain below)</u>	
	Yes _____	No _____	Yes _____	No _____	Yes _____	No _____
Job (1)	Yes _____	No _____	Yes _____	No _____	Yes _____	No _____
Job (2)	Yes _____	No _____	Yes _____	No _____	Yes _____	No _____
Job (3)	Yes _____	No _____	Yes _____	No _____	Yes _____	No _____
Job (4)	Yes _____	No _____	Yes _____	No _____	Yes _____	No _____
Job (5)	Yes _____	No _____	Yes _____	No _____	Yes _____	No _____

EXHIBIT F

If you made a verbal request for any of the positions listed above in response to Item 11(a), give the name and title of person(s) to whom your request was made, and the date(s) of your request:

	<u>Name</u>	<u>Title</u>	<u>Date</u>
Job (1)	_____	_____	_____
Job (2)	_____	_____	_____
Job (3)	_____	_____	_____
Job (4)	_____	_____	_____
Job (5)	_____	_____	_____

If you did not express your interest, verbally or in writing, in any of the positions listed above in response to Item 11(a), explain why you believe the position should have been provided to you. (Attach additional sheets if necessary)

- Job (1) \_\_\_\_\_
- Job (2) \_\_\_\_\_
- Job (3) \_\_\_\_\_
- Job (4) \_\_\_\_\_
- Job (5) \_\_\_\_\_

c. For each position you claim in Item 11(a) you were unfairly denied, state the reason(s) you believe it was unfairly denied to you because of your race:

- Job (1) \_\_\_\_\_
- Job (2) \_\_\_\_\_
- Job (3) \_\_\_\_\_
- Job (4) \_\_\_\_\_
- Job (5) \_\_\_\_\_

d. For each position, identify the name and race of the person(s), if known, who received the position you claim was unfairly denied to you:

	<u>Name</u>	<u>Race</u>
Job (1)	_____	_____
Job (2)	_____	_____
Job (3)	_____	_____
Job (4)	_____	_____
Job (5)	_____	_____

e. Please provide any additional information you feel assists your claim that you were unfairly denied a promotion/promotions because of your race during your employment with SCE. If you have any documents that you believe help support your claim, attach a copy of them to this claim form. Do not send originals. Keep a copy of the documents for your file.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

12. Salary/Compensation Claim If you are or were employed by SCE and you believe that based on your race, you were not paid fairly for any period of time between January 1, 1989 and May 13, 1996, answer the following questions:

a. State the period(s) of time during which you claim you were or have not been paid fairly:

- (1) \_\_\_\_\_
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_

b. State the reason you believe you were terminated because of your race:

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c. Please provide any additional information you feel assists your claim that you were terminated from your employment with SCE because of your race. If you have any documents that you believe help support your claim, attach a copy of them to this claim form. Do not send originals. Keep a copy of the documents for your file.

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14. Racial Harassment Claim If you are or were employed by SCE and believe that between January 1, 1989 and May 13, 1996 you were subjected to harassment, retaliation or a hostile work environment because of your race, answer the following questions (if you were subjected to more than seven such incidents, provide the information requested below for each additional incident on a separate sheet of paper):

a. State the date of each such incident or dates during which you believe you were subjected to such racial harassment, retaliation or hostile conduct:

- (1) \_\_\_\_\_
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_
- (4) \_\_\_\_\_
- (5) \_\_\_\_\_

b. Describe each incident of or type of racial harassment, retaliation or hostile conduct:

- (1) \_\_\_\_\_
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_
- (4) \_\_\_\_\_
- (5) \_\_\_\_\_

c. State the name(s) and title(s) of all persons (if known) who engaged in the racial harassment, retaliation or hostile conduct:

	<u>Name</u>	<u>Title</u>
(1)	_____	_____
(2)	_____	_____
(3)	_____	_____
(4)	_____	_____
(5)	_____	_____

d. State the name(s) and title(s) of all supervisors/managers to whom you reported any incident of racial harassment, retaliation or hostile conduct and date(s) you made such report(s):

	<u>Name</u>	<u>Title</u>	<u>Date</u>
(1)	_____	_____	_____
(2)	_____	_____	_____
(3)	_____	_____	_____
(4)	_____	_____	_____
(5)	_____	_____	_____







- d. If you answered "yes" to Item 16(c), state the number of times you sought medical, mental health or other professional care, treatment or services.

\_\_\_\_\_ Once                      \_\_\_\_\_ More than Once

If more than once, give the number of times: \_\_\_\_\_

- e. If you answered "yes" to Item 16(c), give the name and address of the doctor(s) or other medical/mental health or other professional(s) from whom you sought such care, treatment or services and the date(s) of the treatment:

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- f. If you answered "yes" to Item 16(c), was any medication or treatment prescribed for you by such doctor, or other medical/mental health professional?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

If yes, state the type of medication or describe the type of treatment prescribed for you

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**EXHIBIT F**

17. I, \_\_\_\_\_, declare under penalty of perjury that the information  
(print name)  
and facts I have stated above in this CLAIM FORM are true and accurate of my own  
personal knowledge. I understand that making a knowingly false statement may subject  
me to prosecution for perjury.

Date: \_\_\_\_\_  
Signature of Claimant

18. I, \_\_\_\_\_, consent and agree to allow the release of and  
(print name)  
access to any confidential personal information, whether from my doctor or otherwise, to  
the law firm of Saperstein, Goldstein, Demchak and Baller in connection with its  
investigation of the accuracy of the facts represented in this CLAIM FORM.

Date: \_\_\_\_\_  
Signature of Claimant

YOU MUST COMPLETE, DATE AND SIGN BOTH ITEMS 17 AND 18 ABOVE.

YOUR CLAIM FORM MUST BE POSTMARKED ON OR BEFORE DECEMBER 20, 1996.

Mail This Claim Form Together with Any Additional Pages You Used to Provide the Requested  
Information and any Documents that Support Your Claim To:

Claims Administrator  
c/o Gilardi & Co.  
P.O. Box 8060  
San Rafael, CA 94912-8060

EXHIBIT F

[MAILED NOTICE]

NOTICE OF PROPOSED MODIFICATION TO CLASS  
ACTION SETTLEMENT AND HEARING

TO: AFRICAN AMERICANS WHO ARE OR WERE EMPLOYEES OF SOUTHERN  
CALIFORNIA EDISON COMPANY AT ANY TIME SINCE JANUARY 1, 1989

PLEASE READ THIS NOTICE CAREFULLY, AS IT  
MAY AFFECT YOUR RIGHTS.

I. INTRODUCTION

The purpose of this Notice is to inform you that the parties in Rice v. Southern California Edison, a class action race discrimination lawsuit brought by African American employees against Southern California Edison Company ("SCE") have modified the proposed class action settlement (the Consent Decree) to address concerns raised by the Court. You have received this Notice because SCE's records or other information we have obtained reflect that you are African American and have been employed by SCE at any time since January 1, 1989. Please read this Notice carefully because your rights may be affected by this lawsuit.

This Notice summarizes the proposed modification to the settlement and advises you of your rights with respect to the proposed modified settlement of the case and the revised schedule by which the Court will determine whether to approve the modified settlement.

II. SUMMARY OF PROPOSED MODIFICATION TO THE SETTLEMENT

The settlement has been modified to remove provisions containing numerical goals for representation of African American employees in certain programs and salaried positions at Edison. This modification has been agreed to by all parties in the case: the plaintiffs, SCE and the Equal Employment Opportunity Commission. This proposed modification to the settlement has been made to address concerns raised by the Court about the numerical goal provisions and notice to non-class members.

No other substantive provisions of the settlement have been modified. Specifically, the \$8,150,000 and \$3,100,000 settlement funds remain available to provide monetary relief for the class in accordance with the claims procedure that will follow final approval of the settlement by the Court. The settlement continues to prohibit Edison from discriminating or retaliating against African American employees. The settlement continues to require Edison to provide equal opportunities to African American employees in training, promotions, salary and compensation and all other employment policies and practices. The settlement continues to require Edison to provide other affirmative relief, including (1) designating an Executive Official within the

EXHIBIT G

Company to implement and monitor the settlement; (2) developing competitive skills and management development training programs; (3) reviewing its internal job posting system to ensure that the application process, the outcome of the process, and the reasons for the outcome are clearly communicated; (4) developing and implementing separate mandatory diversity training programs for supervisors and managers and for all other employees; (5) reviewing, with expert assistance, its corporate performance appraisal framework and corporate compensation policies to assure that there is no unlawful discrimination against African American employees, and (6) revising and implementing an internal equal opportunity complaint procedure and providing training to staff responsible for the investigation and resolution of complaints made pursuant to the procedure. The settlement also provides for periodic reporting on implementation of all provisions of the settlement to plaintiffs' counsel to enable plaintiffs' counsel to monitor and enforce the settlement.

A complete summary of the history of the case, identity of the parties and the relief provided under the settlement is contained in the Notice of Proposed Class Action Settlement that was mailed to you in May 1996. If you did not receive a copy of the Notice or need to obtain another copy of it, you may do so by contacting the Escrow Agent at 1-800-396-6097.

### III. HEARING ON PROPOSED MODIFIED SETTLEMENT

A hearing to determine whether the proposed modified settlement is fair and reasonable and should be approved will be held on September 26, 1996, at 1:30 p.m. in the courtroom of the Honorable James M. Ideman, United States District Court for the Central District of California, United States District Courthouse, 312 N. Spring Street, Los Angeles, California 90012.

It is not necessary for you to appear at the hearing. If you wish to be represented at the Hearing by your own attorney at your own expense, your attorney must notify the Clerk of the Court and the following attorneys in writing by September 12, 1996:

For Plaintiffs and Settlement Class:

Barry Goldstein  
Teresa Demchak  
Laurel Fletcher  
SAPERSTEIN, GOLDSTEIN, DEMCHAK & BALLER  
1300 Clay Street, 11th Floor  
Oakland, California 94612

For the United States Equal Employment Opportunity  
Commission:

Anat Ehrlich  
U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
255 East Temple Street, 4th Floor  
Los Angeles, California 90012

For Southern California Edison Company:

Thomas L. Pfister  
Joseph B. Farrell  
LATHAM & WATKINS  
633 West Fifth Street, Suite 4000  
Los Angeles, California 90071

#### IV. YOUR OPTIONS AS A CLASS MEMBER

As a possible class member, you have three options available to you at this time:

A. You may decide to do nothing. If you take no action, you will be included in the class if you qualify and may be entitled to a share of the settlement fund if you file a timely claim which is determined to be adequately supported. You may also choose not to file a claim. If you do not believe you were discriminated against on the basis of your race as an employee of Edison and do not wish to file a claim for money damages in this case or bring your own lawsuit for racial discrimination against Edison, you do not need to do anything. If you are a member of the class and the Court approves the proposed settlement, you will not be able to bring a separate lawsuit or other legal proceeding against Edison regarding the claims in this lawsuit. You may enter an appearance through counsel who may appear at the hearing. See Section III of this Notice.

B. You may object in writing, personally or through an attorney, to the proposed modified settlement. All written objections must be mailed to the Escrow Agent, P.O. Box 5100, Larkspur, California 94977-5100 and received on or before September 12, 1996. If you wish to object to the settlement through your own attorney at your own expense, your attorney must notify the Clerk of the Court and the attorneys for the parties as identified in Section III of this Notice.

C. If you wish to exclude yourself from this lawsuit, you must file a written "opt-out" statement with the Escrow Agent, P.O. Box 5100, Larkspur, California 94977-5100. Your opt-out statement must be received by the Escrow Agent on or before September 12, 1996. NOTE: If you do not wish to file a claim for money damages in this case or bring your own lawsuit against Edison regarding the claims in this lawsuit, you should not exclude yourself from this case.

If you opt out of this lawsuit: (1) you will have no right to file a claim or receive any money under this settlement; (2) you will not be bound by the monetary settlement in this lawsuit; and (3) you may bring a separate lawsuit or other legal proceeding against SCE by yourself. However, if you opt out of this lawsuit and bring a separate lawsuit or other legal proceeding, you may lose your case and receive nothing, it may take several years to obtain any money or you may obtain less money than you can get under this settlement.

To opt out of this lawsuit, you must submit to the Escrow Agent your full name, address, telephone number (including area code), Social Security number and a signed and dated copy of the following opt-out statement in your own handwriting:

I understand that by requesting to be excluded from the Class Monetary Settlement, I will receive no money from the Settlement Funds created in accordance with the Consent Decree entered into by Southern California Edison Company. I understand that if I am excluded from the Class Monetary Settlement, I may bring a separate action seeking damages; however, I may receive nothing or less than I would have received if I had filed a claim under the Class Monetary Settlement procedure. I also understand I may not seek exclusion from the class for class injunctive or non-monetary relief, and that I am bound by the class injunctive provisions of the Consent Decree entered into by Southern California Edison Company.

## VI. ADDITIONAL INFORMATION

### A. Inspection of Pleadings/Other Records

The pleadings and other records in the litigation, including complete copies of the Consent Decree, may be examined during regular office hours at the office of the Clerk of the United States District Court for the Central District of California, United States Courthouse, 312 N. Spring Street, Room G8, Los Angeles, CA 90012 or you may obtain copies of any of these documents at your own expense by contacting the Clerk of the Court. You may also review a copy of the Consent Decree at Edison's Equal Employment Office or you may obtain a copy of it by contacting Class Counsel at 1-800-295-0231.

### B. Questions Regarding the Modified Settlement or this Notice

If you have any questions about the proposed Settlement or this Notice, you may contact Class Counsel by mail at the above address or by telephone free of charge at the toll-free number 1-800-295-0231.



C. Change of Address

It is important for the parties to have your current address in order to be able to send you other mailings regarding the lawsuit.

To report any change of your address, you should write the Escrow Agent, P.O. Box 8060, San Rafael, California 94912-8060. Include both your old and new addresses, your name, Social Security number and old and new telephone numbers. Your failure to report a change of address may result in you not receiving other information about the case and documents you will need to file a claim for monetary relief.

D. Claim Forms

Claim forms to be used to file a claim for monetary relief will be mailed to all class members except those who exclude themselves from the settlement, following the fairness hearing scheduled for September 26, 1996, and the Court's final approval of the settlement.

PLEASE DO NOT CONTACT THE JUDGE OR THE CLERK OF THE COURT ABOUT THE SETTLEMENT OF THIS CASE.