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UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA

CLERK, U.S. DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

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21 DEIDRE BROWN, LYNN CAIN,
CHERYL GERALD, DEBRA JONES,
22 DONNA KELSAY, ANNE M. Z.
NOVOTNY, and GLORIA SALAZAR,
23 on behalf of themselves and all others
similarly situated,

24 Plaintiffs,

25 v.

26 SACRAMENTO REGIONAL TRANSIT
DISTRICT,

27 Defendant.
28

CASE NO. CIVS-98-1719 LKK/JFM

CONSENT DECREE

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PARTIES AND COUNSEL

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2 1. This Consent Decree is made and entered into by and between the seven
3 Named Plaintiffs, DEIDRE BROWN, LYNN CAIN, CHERYL GERALD, DEBRA JONES,
4 DONNA KELSAY, ANNE M.Z. NOVOTNY and GLORIA SALAZAR, individually, and on
5 behalf of all Class Members (“Plaintiffs”), and Defendant SACRAMENTO REGIONAL
6 TRANSIT DISTRICT (“Defendant” or “RT”). Plaintiffs and Defendant RT are collectively
7 referred to as the “Parties.”

8 2. On September 4, 1998, the seven Plaintiffs initiated this action by filing a
9 Complaint against their employer, RT. On September 8, 1999, the Plaintiffs, pursuant to a Joint
10 Stipulation and Order of the District Court, filed a Second Amended Complaint. (The Complaint,
11 the First Amended Complaint, and the Second Amended Complaint are collectively referred to as
12 the “Complaint.”)

13 3. The Complaint alleges that Plaintiffs and other similarly situated female
14 employees of RT have been discriminated against in promotions, in violation of Title VII of the
15 federal Civil Rights Act, 42 U.S.C. § 2000e *et seq.* (“Title VII”) and California’s Fair
16 Employment and Housing Act, California Government Code § 12940 *et seq.* (“FEHA”). The
17 Complaint also alleges that the Plaintiffs and other similarly situated female employees of RT
18 were deterred from seeking advancement opportunities within RT. RT denies that Plaintiffs, or
19 the class they represent, suffered discrimination or were deterred from seeking advancement
20 opportunities within RT.

21 4. RT has denied all of the Plaintiffs’ allegations. RT has maintained
22 throughout the litigation that it has not discriminated against any current or former female
23 employees based upon gender and that RT provides equal employment opportunities for all
24 employees.

25 5. On March 26, 2001, the Court approved the substitution of The Impact
26 Fund and Equal Rights Advocates as Class Counsel.

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CLASS CERTIFICATION

1
2 6. On February 16, 2000, Judge Karlton tentatively certified, pursuant to
3 Federal Rules of Civil Procedure, Rules 23(a) and 23(b)(2), three subclasses:

- 4 a. Subclass 1: All current or former women employees
5 of RT who applied for promotions to Salaried
6 Positions but were denied such promotions on the
7 basis of their gender and/or who were discouraged
8 from making such an application by virtue of
9 Defendant's alleged discriminatory policies and
10 practices;
11 b. Subclass 2: All current or former women employees
12 of RT who sought training for Salaried Positions
13 and/or who were discouraged from seeking such
14 training by virtue of Defendant's alleged
15 discriminatory policies and practices;
16 c. Subclass 3: All current or former women employees
17 of RT who were salaried and who were
18 discriminated against with regard to salary, job title,
19 job description, and/or grade level.

20 7. The settlement class for this Consent Decree shall conform to the class
21 definition adopted by the Court. The settlement class shall include women who fall within any of
22 the above subclasses and who were employed at RT anytime between July 28, 1997, and the date
23 this Consent Decree is approved by the Court (Approval Date).

PURPOSE OF CONSENT DECREE

24 8. Taking into account the costs and risks involved in further protracted
25 litigation, the Parties have determined that it would be in their best interests to settle this action.
26 Therefore, in the interest of completely resolving this matter and as a result of settlement
27 negotiations, the Parties have agreed that this action should be finally resolved by entry of this
28 Consent Decree. The goals of the Consent Decree are:

- To provide advancement opportunities for women to Salaried Positions;
- To provide open, objective, and equitable promotion, training, complaint, and salary/reclassification procedures and practices for Salaried Positions; and

- To provide objective, job-related criteria for promotion, training, and salary/reclassification for Salaried Positions.

DEFINITIONS

9. The following is a glossary of terms used in this Consent Decree:

9.1. **“Approval Date”** means the date upon which the Court signs this Consent Decree, after having determined that it is adequate, fair, reasonable, equitable, and just to the Class as a whole, after: (i) notice to the Class, (ii) an opportunity to submit timely objections to the Consent Decree; and (iii) a hearing on the fairness of the settlement.

9.2. **“Class Counsel”** or **“Plaintiffs’ Counsel”** means only The Impact Fund and Equal Rights Advocates.

9.3. **“Former Class Counsel”** or **“Former Plaintiffs’ Counsel”** means only the Thierman Law Firm of San Francisco, California, and Hoffman & Lazear of Oakland, California.

9.4. **“Court”** means the United States District Court for the Eastern District of California.

9.5. A **“day”** is a calendar day, except that if any deadline falls on a national holiday or weekend, the deadline shall be the next non-holiday weekday.

9.6. **“Defendant’s Counsel”** and **“RT Counsel”** mean the law firm of Kronick, Moskovitz, Tiedemann & Girard of Sacramento, California.

9.7. **“Named Plaintiffs”** refers to the seven (7) individuals who are named in the Second Amended Complaint.

9.8. **“Administrative Employees Association”** (“AEA”) (formerly “Non-Contract Employee Committee” (“NCEC”)) and **“Salaried Positions”** means all RT job classifications except those covered by a Collective Bargaining Agreement between RT and either the Amalgamated Transit Union, Local Division 256 or the International Brotherhood of Electrical Workers, Local Union 1245. It shall not include Board appointed or at-will contract positions.

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9.9. **“Parties”** refers to Plaintiffs, on behalf of both the Named Plaintiffs and the Class, and to RT.

9.10. **“Plaintiffs”** refers to the Named Plaintiffs, acting on their own behalf and on behalf of all Class Members, and Class Counsel.

9.11. **“Personal Service Contract”** means a contract for duties and responsibilities where the employee’s duties and responsibilities are different from those set out in an approved job classification and/or a vacant position is not budgeted for the job classification either full-time or part-time, and which otherwise conforms to RT’s Personnel Rules and Procedures for Salaried Employees for Personal Service Contracts.

9.12. **“Promotion”** means the movement of an employee from a job classification in one salary range to a job classification in a higher salary range if the transfer is neither temporary (*e.g.*, temporary appointment or acting status) nor made by RT as a result of a reclassification or salary study.

9.13. **“Training Opportunities”** means training directly related to the employee’s work assignment or career path advancement or associated with new programs or equipment introduced by RT, which is provided or paid by RT on-site or off-site.

9.14. **“Reclassification”** occurs when there is a change in the job description and/or a change in the pay grade of a job classification (for reasons other than a promotion) due to a classification study, or desk audit, or salary survey, or other action by RT.

9.15. **“Term of this Consent Decree”** is the period from the Approval Date until the expiration of the Consent Decree four and one half (4 ½) years later, unless extended by the Court because of non-compliance with its terms.

FINAL AND BINDING

10. The Parties agree that the formal and informal discovery conducted in this action, the depositions taken by both sides, the documents produced, and the information

1 exchanged during settlement negotiations are sufficient to assess the merits of the respective
2 positions and to compromise the issues on a fair and equitable basis. This Consent Decree shall
3 constitute a resolution of all claims asserted in Plaintiffs' Complaint. This Consent Decree is
4 final and binding on all Named Plaintiffs, Class Members, and RT.

5 **ENTIRE AGREEMENT**

6 11. The terms of this Consent Decree and any exhibits are the exclusive and
7 full agreement of the Parties with respect to all gender-related claims for monetary and injunctive
8 relief and attorneys' fees and costs as set forth in this Consent Decree. No representations or
9 inducements or promises to compromise this action or enter into this Consent Decree have been
10 made, other than those recited or referenced in this Consent Decree and any exhibits thereto.

11 **APPROVAL**

12 12. This Consent Decree is expressly conditioned upon its approval by the
13 United States District Court.

14 13. Upon final approval of the Consent Decree by the Court, the Court shall
15 retain jurisdiction of this matter for purposes only of enforcing, implementing, and/or modifying
16 the Consent Decree, if necessary, during the term of the Consent Decree.

17 14. The terms of this Consent Decree are adequate, fair, reasonable, equitable,
18 and just. The entry of this Consent Decree will further the objectives of Title VII and FEHA, and
19 will be in the best interest of the Parties and the public.

20 **JURISDICTION**

21 15. This Court has jurisdiction over the subject matter of this action and over
22 the Parties for purposes of entering and enforcing this Consent Decree. The Complaint asserts
23 claims that, if proven, would authorize the Court to grant the monetary and equitable relief set
24 forth in this Decree. Venue is proper in this District.

25 **NON-ADMISSION AND NON-DETERMINATION**

26 16. The Court has made no findings or determination concerning RT's alleged
27 violations of Title VII, FEHA, or any other federal or state law, regulation, order, or rule,
28 prohibiting gender discrimination. Accordingly, this Consent Decree will not constitute evidence

1 of any violation of Title VII, FEHA, or any other federal or state law, regulation, order, or rule.
2 By agreeing to this Consent Decree, there is no admission or concession by RT, express or
3 implied, that RT has in any way violated Title VII, FEHA, or any other federal or state law,
4 regulation, order, or rule. This Consent Decree does not contain, and will not be interpreted or
5 construed as containing any such admission.

6 17. The Parties agree that, from the date hereof to the expiration of the Consent
7 Decree, they will not take any action or induce or assist others to take any action, directly or
8 indirectly, to delay or hinder Court approval or implementation of this Consent Decree.

9 **SETTLEMENT SCOPE**

10 18. This Consent Decree resolves all claims and complaints in this action and
11 constitutes a complete, full, and final resolution of all claims and complaints of gender
12 discrimination under Title VII and FEHA that were made or could have been made by the
13 Plaintiffs and Class Members in this action, including all claims for attorneys' fees and costs up
14 to the Approval Date.

15 **DURATION OF CONSENT DECREE**

16 19. This Consent Decree will become effective immediately upon final
17 approval by the Court (the "Approval Date"). The duration of the Consent Decree shall be four
18 and a half (4½) years from the Approval Date. This Consent Decree shall expire and shall be
19 without force and effect four and a half (4½) years from the Approval Date of this Consent
20 Decree unless extended by the Court for noncompliance with its terms. Any motion to extend
21 shall be filed with the Court.

22 **INTERIM RELIEF**

23 20. The Parties agree that, upon their signing the Consent Decree until the
24 Approval Date or rejection by the Court of the proposed Consent Decree, RT shall not fill any
25 Salaried Position by direct appointment. This will not include Board-appointed or at-will contract
26 positions or movement from one classification to a higher classification within a career ladder or
27 family hierarchy, as defined in Paragraph 33 and Exhibit A.

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1 21. The Parties also agree that upon their signing the Consent Decree until the
2 Approval Date or rejection by the Court of the proposed Consent Decree, RT shall notify Class
3 Counsel of any new Personnel Services Contract or extension and will supply the information
4 listed below in Paragraph 57.3.

5 22. The Parties agree that upon their signing the Consent Decree until the
6 Approval Date or rejection by the Court of the proposed Consent Decree, RT shall notify Class
7 Counsel of any changes in minimum qualifications.

8 23. The Parties agree that upon the signing of the Consent Decree until the
9 Approval Date or rejection by the Court of the proposed Consent Decree, RT shall notify Class
10 Counsel of any reclassification that is to be presented to the Board at least five (5) business days
11 prior to presenting the changes to the Board.

12 **RELEASE**

13 24. This Consent Decree releases all class and individual claims of Plaintiffs
14 and all class claims of Class Members for both injunctive and monetary relief, including all
15 claims involved in this action for back pay, front pay, benefits of any kind or type, and all other
16 claims relating to the Complaint in this lawsuit that were or could have been raised in this action,
17 including attorneys' fees and costs, from the beginning of time to the Approval Date of this
18 Consent Decree. Plaintiffs, all Class Members, both individually and as a class, for themselves,
19 their attorneys, agents, spouses, executors, representatives, heirs, successors, and assigns, in
20 consideration for the injunctive and monetary relief set forth in this Consent Decree, the
21 sufficiency of which consideration is expressly acknowledged, fully and finally release and
22 forever discharge RT, and each of its present, former, or future directors, managers, agents,
23 employees, representatives, consultants, attorneys, insurers, successors, and assigns, and their
24 respective pension, profit-sharing, savings, and other employee benefit plans of any nature and
25 those plans' respective trustees and administrators (the "Released Parties") from any and all past
26 and/or present claims, rights, demands, charges, complaints, actions, causes of action, obligations,
27 or liability of any and every kind for individual and/or class injunctive and monetary relief,
28 including all claims for back pay, front pay, benefits of any kind or type and all other claims,

1 including attorneys' fees and costs, based upon any claim of discrimination, whether or not
2 known, on the basis of gender, arising in any way out of the alleged facts, circumstances, and
3 occurrences underlying those allegations giving rise to this lawsuit or contained in any and all
4 related EEOC and/or DFEH charges or complaints, whether such causes of action were or could
5 have been based on tort, contract, any collective bargaining agreement, public policy, or any
6 federal, state, or local law, statute, or administrative regulation, which arose from the beginning
7 of time to the Approval Date of this Consent Decree, and which were raised or could have been
8 raised in the Complaint, including, without limitation, any and all claims for alleged
9 discrimination relating to any aspect or term or condition of employment, including, without
10 limitation, any such claims that the Plaintiffs or Class Members may have filed or caused to be
11 filed in any court of law, or before any state, federal, or local administrative agency, or before any
12 arbitration or board of adjustment, prior to the entry of this Consent Decree (the "Released
13 Claims").

14 25. Plaintiffs, individually and on behalf of all Class Members, understand and
15 agree that this is a full and final general release applying not only to all Released Claims that are
16 currently known, anticipated, or disclosed to Class Members, but also to all Released Claims that
17 are presently unknown, unanticipated, and undisclosed to any and all Class Members. Plaintiffs,
18 for themselves and the Class Members waive any and all rights or benefits that Members of the
19 Class may now have under the terms of section 1542 of the California Civil Code, which provides
20 as follows:

21 A general release does not extend to claims which the creditor does
22 not know or suspect to exist in his favor at the time of executing the
23 release, which if known by him must have materially affected his
24 settlement with the debtor.

24 **NON-DISCRIMINATION**

25 26. RT, its directors, managers, and agents shall not discriminate on the basis
26 of gender for Salaried Positions in violation of Title VII or the FEHA. RT is enjoined from
27 unlawfully discriminating against women in, or discouraging them from, utilizing its policies and
28 procedures relating to promotion, training, and salary/reclassification for Salaried Positions.

PROHIBITION AGAINST RETALIATION

1
2 27. RT, its directors, managers, and agents shall not retaliate against any
3 Plaintiff, Class Member, or any other person because he or she participated in any matters related
4 to this Consent Decree and its implementation (including Special Master proceedings), including
5 any person who made a charge, testified, assisted, participated in any manner in an investigation,
6 legal proceeding, or court hearing related to the legal action that is the basis of this Consent
7 Decree, or who made a claim for and/or collected monies from the Consent Decree's Settlement
8 Fund, or who opposed any practice that was the subject of the underlying litigation or this
9 Consent Decree.

SPECIAL MASTER

10
11 28. Pursuant to FRCP Rule 53, Judge Cecily Bond shall serve as the Special
12 Master for the term of this Consent Decree. The Special Master may be removed by joint written
13 request of the Parties or by order of the Court or upon motion of Class Counsel or RT, for good
14 cause shown. The standard for removal shall be unavailability, bias or partiality, breach of
15 confidentiality, and/or incapacity. The Parties shall then make a good-faith effort to select a new
16 Special Master by agreement. If the Parties are unable to reach agreement as to a successor
17 Special Master, the Court shall appoint a successor Special Master. The reasonable fees and costs
18 of the Special Master pursuant to this Consent Decree will be paid by RT.

19 29. The Special Master shall have authority to resolve disputes arising under
20 the Consent Decree as specified. The procedure for resolving Consent Decree related disputes
21 shall be as follows:

22 29.1 A Party with a good-faith belief that a legitimate dispute exists shall
23 promptly provide faxed written notice to counsel for the other Party stating the specific
24 provisions of the Consent Decree in dispute and a factual statement of the issue(s) in
25 dispute;

26 29.2 Within fourteen (14) days after receiving notice of a dispute, the
27 non-initiating Party shall respond in writing faxed to the other counsel. Each Party shall

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1 make good-faith efforts to meet and confer and to resolve the issue in dispute within
2 fourteen (14) days after receiving the written response to the dispute;

3 29.3 If the meet-and-confer efforts do not resolve the dispute, Class
4 Counsel or RT shall have the right to file the written notice, the written response, and
5 related documents with the Special Master regarding the dispute related to any provision
6 of the Consent Decree as specified;

7 29.4 The Special Master shall initially attempt promptly to resolve the
8 matter informally, without a formal hearing. If not resolved, the Special Master may
9 request each party to submit an additional written statement and/or may hold a hearing.

10 29.5 The Special Master shall have the authority to award reasonable
11 attorneys' fees and costs to Class Counsel.

12 29.6 The Special Master's decisions shall be final unless either Party
13 requests review by the Court within ten (10) days. The Court shall use the "clearly
14 erroneous or contrary to law" standard in all appeals of decisions by the Special Master.
15 The Special Master and/or Court shall retain jurisdiction to resolve any issue timely raised
16 prior to the expiration date of the Consent Decree.

17 29.7 Prior to filing a motion for contempt to enforce the Consent Decree
18 before the Court, Class Counsel and RT shall follow the procedures set forth above in this
19 paragraph, except in exigent circumstances when the Special Master is not available
20 within a reasonable time or there is a strong demonstrated need for prompt, temporary
21 relief pursuant to Federal Rule of Civil Procedure, Rule 65(b).

22 30. The Special Master shall (i) resolve any appeals as to who are Eligible
23 Claimants to participate in the Settlement Fund, as set forth in this Consent Decree; and
24 (ii) receive, investigate, and attempt to resolve a complaint or dispute from a Party concerning
25 RT's alleged failure to discharge its obligations under this Consent Decree concerning Salaried
26 Positions, as specified in this Consent Decree. The authority and responsibilities of the Special
27 Master will relate solely to alleged gender discrimination and/or retaliation covered by this
28 Consent Decree.

PROMOTION PROCEDURES

1
2 31. RT's selection process for promotion to Salaried Positions shall comply
3 with all applicable federal and state fair employment laws.

4 32. RT shall fill all vacant Salaried Positions through a competitive process
5 that recruits both internally and externally for applicants simultaneously. There shall be no direct
6 appointments for any Salaried Position. RT will post a recruitment notice for ten (10) days on
7 official bulletin boards and on its internal website for all vacant Salaried Positions that RT is
8 attempting to fill. Employees who are on vacation or who are on other District-approved leaves
9 of absence at the time of posting may apply for the position within the first five (5) working days
10 after returning to work if, by that date, the test has not been given and/or oral interview
11 notification letters have not yet been sent. A list of qualified applicants may be established based
12 upon a recruitment and may be used to fill vacancies for up to six months without another
13 recruitment.

14 33. Movement from one classification to a higher classification within a career
15 ladder or family hierarchy (Exhibit A) when there is only one authorized position vacant for those
16 two classifications shall not be considered a promotion for purposes of the Consent Decree and
17 the recruitment obligations of this Consent Decree will not apply. If two or more employees
18 within an applicable career ladder or family hierarchy are eligible for movement to a higher
19 classification within the career ladder or family hierarchy, each eligible employee will be
20 carefully considered. RT shall not discriminate against women in decisions concerning
21 movement from one classification to a higher classification within a career ladder or family
22 hierarchy. RT shall report semi-annually to Class Counsel concerning movement from one
23 classification to a higher classification within a career ladder or family hierarchy.

24 34. RT shall post each Administrative Assistant II position initially internally
25 only, unless an Administrative Assistant II position was unsuccessfully posted within the last
26 three months, in which case RT shall post externally and internally simultaneously. An employee
27 in the Administrative Assistant II, Administrative Supervisor, or Transportation Supervisor

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1 classification will be granted an interview if applying for a posted position in the same
2 classification in a different department or unit.

3 35. The use of temporary appointments on an acting basis to a Salaried
4 Position at the discretion of the department head shall be limited to 90 days as provided in the
5 AEA Personnel Rules. Any temporary appointee in a Salaried Position must meet the minimum
6 qualifications for the position. However, if no willing employee meets the minimum
7 qualifications, RT has the discretion to select an employee who does not meet the minimum
8 qualifications. RT shall not discriminate against women in making temporary appointments to
9 Salaried Positions. A person who has held a temporary appointment on an acting basis and then
10 who competes for the position shall be evaluated in the same manner as other applicants.

11 36. RT shall not discriminate against women in making Personal Services
12 Contracts for Salaried Positions.

13 37. All minimum qualifications for any RT position must be job related and
14 comply with all applicable federal and state equal opportunity laws. RT shall notify Class
15 Counsel of its intent to change the minimum qualifications for any Salaried Position at least five
16 (5) business days prior to presenting the change to its Board. All job descriptions including
17 minimum qualifications shall be available to employees on the internal website as well as from
18 the HR department, upon request. Any complaint about alleged gender discrimination in a
19 change in minimum qualifications may be taken to the Special Master. Any candidate selected
20 for a Salaried Position must meet the minimum qualifications in the job description as posted.

21 38. The initial interview panel for screening applicants for a Salaried Position
22 will consist of from three to five members, only one of whom may be an RT employee who may
23 not be the Hiring Authority or a member of the Human Resources Department with
24 responsibilities for recruitment. A Human Resources representative will be present during the
25 interview process to monitor the interview process, but shall not rate applicants.

26 39. RT shall post on its internal website and official bulletin boards each job
27 announcement, including the date on the job announcement. RT shall also post on the website

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1 information concerning the status of each recruitment (*i.e.*, pre-interview, interview, and
2 evaluation) and the name of the candidate selected and placed in the position.

3 40. The Hiring Authority shall document in writing the reasons for the
4 selection made. Upon request, an interviewee who is a current employee and who is not selected
5 shall be provided a written explanation for his/her non-selection. This documentation shall be
6 provided to Class Counsel on a semi-annual basis during the term of this Consent Decree.

7 **GOALS**

8 41. The Parties agree that RT shall retain Biddle and Associates as an
9 independent consultant to perform gender utilization analysis and shall recommend, if
10 appropriate, annual (one-year) goals and goals for the remaining term of the Consent Decree for
11 gender for the following classifications (or, if the consultant deems it appropriate, the job groups
12 containing these classifications): transportation supervisor, transportation superintendent,
13 maintenance supervisor, maintenance superintendent, maintenance trainer, and facilities
14 supervisor. The consultant's methodology for conducting the analyses shall follow the general
15 guidelines of the Department of Transportation/Federal Transit Administration EEO Guidelines
16 (Federal Circular 4704.1, "The Equal Employment Opportunity Program Guidelines for Grant
17 Recipients" dated July 26, 1988). Absent good cause, the consultant shall complete the gender
18 utilization analyses and issue a written report to RT and Class Counsel within four months of the
19 Approval Date. RT shall provide all documents requested by the consultant and provide copies to
20 Class Counsel. RT shall pay all expenses of the consultant.

21 42. During the term of the Consent Decree, RT shall use its best efforts to meet
22 any goal for gender established pursuant to the above procedures in Paragraph 41 for the above-
23 listed classifications, consistent with its obligations to other protected groups. No employee shall
24 be displaced from a position in order to meet a goal, and unqualified applicants shall not be hired
25 or promoted in order to meet a goal.

26 **TRAINING OPPORTUNITIES**

27 43. RT will not discriminate in Training Opportunities for Salaried Positions.
28 RT will post Training Opportunities for Salaried Employees on its internal website and official

1 bulletin boards. Alternatively, written notice of Training Opportunities may be given personally
2 to all employees in a unit, department, or division, as applicable if the Training Opportunities are
3 to be available only to employees of that unit, department, or division. The posting of Training
4 Opportunities will be arranged on the internal website by division, with a separate area on the
5 internal website for general Training Opportunities for Salaried Employees. Each posting of a
6 Training Opportunity will specify the deadline for submissions of applications for the training
7 posted.

8 44. No Training Opportunity for a Salaried Employee will be approved unless
9 it has been posted, on the internal website and bulletin boards, or alternatively by written notice
10 when permitted above, for fourteen (14) days in advance of the training. An exception is if the
11 General Manager makes a specific written explanation of business necessity. In that case, RT
12 shall give as much personal notice as is feasible. RT retains the right not to offer any Training
13 Opportunity after posting.

14 45. An employee who wants to apply for a Training Opportunity that is posted
15 or noticed must complete a Training Request Form (attached as Exhibit B) and submit it to the
16 division head. RT shall keep a database of all Training Opportunities, including the name and
17 gender of applicants and selectees for said Training Opportunities, and any Training
18 Opportunities that were withdrawn. RT shall select the employee(s) who will participate in the
19 Training Opportunity based upon the employee's job duties, qualifications, attendance record,
20 and relevant past performance.

21 **PERFORMANCE REVIEW**

22 46. RT will add a separate line to page 3 of its Performance Review,
23 Management, and Staff for "Suggestions for Development Directly Related to the Employee's
24 Work Assignment or Career Path Development." As part of the performance review process,
25 each evaluator will discuss the suggestions with the employee.

26 **COMPLAINT PROCESS**

27 47. Any female who believes she has been discriminated against on the basis
28 of gender, after the Approval Date of the Consent Decree, in connection with a promotion to, or

1 reclassification of, a Salaried Position or in Training Opportunities, or retaliated against, has the
2 right to file a written complaint. The complaint may be initially filed with RT's EEO Officer or
3 with the Special Master.

4 48. The written complaint must be signed and dated and must clearly state the
5 basis for the complainant's belief of discrimination on the basis of gender or retaliation in
6 connection with a Salaried Position. The complaint shall be confidential to the extent permitted
7 by law. Complaints will be sealed and kept in a separate file. A copy of all complaints will be
8 provided to RT counsel, to Class Counsel, and to RT's General Manager.

9 49. The EEO Officer or the Special Master, depending upon with whom the
10 complaint is filed, shall investigate the complaint promptly and shall maintain confidentiality
11 throughout the process to the extent possible. The Special Master shall have the authority to
12 request and review any documents not covered by the attorney/client privilege or attorney work-
13 product doctrine in RT's possession, regarding the alleged discrimination or alleged retaliation.
14 The Special Master shall resolve any disputes regarding the validity of any assertion of
15 privilege/work product. A written report of the investigation shall be prepared by the EEO
16 Officer, or alternatively by the Special Master. Upon completion of the report of the investigation
17 by the EEO officer, the General Manager, in consultation with the EEO officer and the General
18 Counsel, will determine whether discrimination or retaliation has occurred and what action, if
19 any, will be taken. The complainant and RT Counsel and Class Counsel will be informed of the
20 determination and action, if any, in writing within 30 days after receipt of the complaint, absent
21 good cause.

22 50. If the Special Master determines that the complainant has been
23 discriminated and/or retaliated against, the Special Master will direct RT to take reasonable,
24 appropriate steps to remedy the complaint and will communicate that finding to both Parties. If
25 the Special Master determines that the complainant has not been discriminated or retaliated
26 against, that finding will be communicated to both Parties.

27 51. If the complainant files a written complaint of gender discrimination and/or
28 retaliation initially with the EEO Officer and is dissatisfied with the results of the investigation,

1 the complainant has fourteen (14) calendar days from the date of the decision to appeal to the
2 Special Master. The appeal must be in writing with a copy to RT Counsel. RT has fourteen (14)
3 days from receipt of the appeal to respond in writing to the appeal, with a copy to the complainant
4 and Class Counsel. The Special Master shall then decide the appeal de novo.

5 52. The Special Master shall be the exclusive forum for violations of the
6 Consent Decree, including, without limitation, claims of retaliation. A collateral action involving
7 claims alleging violations of the Consent Decree may not be brought by any Plaintiff or Class
8 Member.

9 53. A copy of the Complaint Form and the Complaint Process will be posted
10 on RT's internal website and official bulletin boards. (Exhibit C.)

11 **RECLASSIFICATION**

12 54. Class Counsel shall be provided any proposal to reclassify a position no
13 later than five (5) business days before it is presented to the Board

14 55. Any female in a Salaried Position may request a reclassification of her
15 position by submitting the Request for Reclassification Form to her department manager, or
16 higher-level manager if no department manager. (Exhibit D.) The department manager will have
17 up to thirty (30) days to recommend or not recommend that a Reclassification Study or
18 Reclassification be initiated. The response will be in writing. If the Request for Reclassification
19 is not recommended by the department manager, the reason will be given in writing to the
20 employee. Any employee whose written Request for Reclassification is not recommended or
21 where a recommendation has not been implemented will have up to fifteen (15) days to appeal to
22 the Human Resources employee designated to receive an appeal of a decision not to do a
23 Reclassification. The Human Resources Department designee will have up to thirty (30) calendar
24 days to deny or accept the Request for Reclassification. The response will be in writing. Any
25 female who requests a Reclassification and whose appeal is denied by the HR designee may
26 appeal this denial to the Special Master within thirty (30) calendar days after the date of the
27 denial. The Human Resources designee's decision will be final and binding if an appeal to the
28 Special Master is not filed within thirty (30) calendar days. There shall be a rebuttable

1 presumption that if a Reclassification Study or desk audit has been conducted for the same job
2 classification subsequent to the adoption of this Consent Decree within two years of the request
3 that good cause cannot be shown for the Reclassification.

4 **COMPENSATION SURVEY**

5 56. RT has requested proposals (RFP) for a consultant to conduct a
6 compensation survey for Salaried Employees, comparing approximately fifty (50) full-time
7 classifications to other selected jurisdictions. The study will include Facilities Supervisor and
8 Transportation Superintendent. The classifications shall include benchmark classifications,
9 specialist classifications, management classifications, and upper management (senior staff)
10 classifications. The consultant will survey a minimum of five (5) local agencies and five (5)
11 transit agencies. The study shall be completed no later than January 31, 2003, unless good cause
12 is shown by RT. RT will submit the result of this survey and any recommendations from the
13 consultant to Class Counsel for review and comment before submitting any proposed changes or
14 revisions to the Board of Directors. Class Counsel can make the written comments within twenty
15 (20) days of receipt of any proposed changes/revisions.

16 **REPORTING REQUIREMENTS**

17 57. Semi-annually, RT shall provide Class Counsel a report providing the
18 below-listed information. Semi-annually means within sixty (60) days following the close of a
19 six- (6-) month period during the term of the Consent Decree.

20 57.1 A list of all posted vacancies for Salaried Positions (indicating job
21 title, department, and date of posting) that have been filled, indicating for each
22 vacancy: the number and percent (by gender) of internal and external applications,
23 number and percent of females interviewed, name and gender of each selection
24 made, and the reasons for the selection. Class Counsel shall have the right to
25 review any documents related to a selection in which a Class Member is denied a
26 position.

27 57.2 Copies of all requests for Reclassification for Salaried Positions and
28 the results of said requests and all Reclassifications and completed classification

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studies for Salaried Positions broken down by name, gender, department, position, salary grade, and a description of the ultimate decision.

57.3. A list of all temporary appointments for Salaried Positions and Personal Service Contracts made or extended for Salaried Positions, including job or contract title, department, the pay level and duration of the appointment or contract, the name and gender of the person(s) considered, and the name and gender of the person selected.

57.4. A list of all movements from one classification to a higher classification within a career ladder or family hierarchy, including for each: department, the name and gender of the employee(s) considered, and the name and gender of the employee selected.

57.5. A summary of all Training Opportunities provided to Salaried Employees, broken down by name, gender, position, department, grade, and type of training provided. Upon request, Class Counsel shall be entitled to review the training database referred to above in Paragraph 45.

57.6. An incumbency summary showing the number and percent of male and female employees at each salary grade for Salaried Positions.

58. In addition, RT shall provide the report of the utilization consultant and the Compensation Survey to Class Counsel promptly upon their completion. Upon written request, Class Counsel shall be entitled to receive documents related to a specific issue concerning the monitoring and implementation of the Consent Decree.

**RELATIONSHIP BETWEEN CONSENT DECREE
AND COLLECTIVE BARGAINING AGREEMENTS/
MEMORANDA OF UNDERSTANDING**

59. The obligations under this Consent Decree and the obligations under any collective bargaining agreements/memoranda of understanding applicable to Class Members shall be construed so as to avoid conflict between such obligations. All conflicts between this Consent Decree and any collective bargaining agreement/memorandum of understanding shall be resolved

1 in favor of this Consent Decree so as to give broad scope to the remedial purposes of the Consent
2 Decree. All provisions of this Consent Decree shall be deemed integral to achieving its remedial
3 purposes.

4 60. In the event of any conflict between the terms of this Consent Decree and
5 the terms of any such collective bargaining agreements/memoranda of understanding:

6 60.1. The terms of this Consent Decree shall be supreme;

7 60.2. RT's exclusive obligation shall be to comply with this Consent
8 Decree with respect to such term(s);

9 60.3. The relevant conflicting term(s) in any such collective bargaining
10 agreements/memoranda of understanding shall not be enforceable
11 against RT for the life of this Consent Decree; and

12 60.4. No claim, grievance, or relief of any kind whatsoever shall lie for
13 failure to adhere to the conflicting terms of any such collective
14 bargaining agreements/memoranda of understanding.

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17 **ESTABLISHMENT AND DISTRIBUTION OF SETTLEMENT FUND**

18 61. RT shall pay the gross sum of \$1,600,000 ("Settlement Fund") for all seven
19 Named Plaintiffs and "Eligible Claimants" for back pay and front pay as appropriate, for claims
20 of denial of promotions, training, or reclassification in accordance with the provisions of this
21 Consent Decree. All required employee withholding and payroll taxes will be deducted from any
22 wage payment. RT shall pay all employer payroll taxes. For the purpose of the Salaried and
23 Union Pension Plan, the total amount paid to each Plaintiff and Eligible Claimant for back pay
24 and front pay for a promotion will be deemed to have been paid by RT in two equal payments
25 occurring in the most recent two years of employment of the complainant by RT. The Settlement
26 Fund will be put in an interest-bearing account, selected by Class Counsel and approved by RT,
27 within thirty (30) days of the signing by the parties of the Consent Decree. If the proposed
28 Consent Decree is not approved by the Court, the Settlement Fund and any interest shall promptly

1 revert to RT. RT shall be responsible for any required tax report filings regarding payments made
2 by the Fund and employment withholding and employer payroll taxes.

3 62. The seven Named Plaintiffs shall receive \$300,000, divided into equal
4 amounts, plus accrued interest (less any taxes that are required to be paid on said interest by the
5 Fund) from the Settlement Fund collectively, for back pay and front pay in full settlement of all
6 claims of all seven Named Plaintiffs. The seven Named Plaintiffs are not eligible for, nor shall
7 they participate in any funds from, the \$1,300,000 balance set aside for the Class. The payment
8 will be made within ten (10) days of the Approval Date.

9 63. The balance of the Settlement Fund (\$1,300,000, plus accrued interest, less
10 taxes, required to be paid on interest to the Fund and less required withholding) shall be
11 distributed pursuant to the following procedures. Only those current or former female employees
12 who worked for RT at any time between July 28, 1997, and the Approval Date and who were
13 employed by RT for at least one year are eligible to receive a distribution pursuant to these
14 guidelines. Board-appointed employees and at-will employees are not eligible to receive a share
15 of the Fund. The Fund shall be divided into two parts: \$1,000,000, plus accrued interest, less
16 taxes, shall be designated the Salaried Class Member Fund, and \$300,000, plus accrued interest,
17 less taxes, shall be designated the Non-Salaried Class Member Fund. The entire corpus of each
18 Fund shall be distributed to Eligible Class Members pursuant to the following weighted pro rata
19 formula. In no event shall any portion of these Funds revert to RT.

20 63.1. Salaried Class Member Fund: This Fund shall be distributed only
21 to Class Members who worked in a salaried RT position between
22 July 28, 1997, and the Approval Date and who were employed by
23 RT for at least one year. Each Class Member shall be given one
24 point (base point) for each full year of salaried employment by RT
25 between July 28, 1996, and July 28, 2002, and a proportion of a
26 point for the period between July 29, 2002, and the Approval Date.
27 For each year of salaried employment, the base point shall be
28 modified as follows: If the Class Member was in a position

1 Grade 11 or above at the start of the year, or was in a Grade 11 or
2 above position for at least six (6) months, the base point shall be
3 doubled. If the employee was in a part-time Salaried Position for at
4 least six (6) months, or worked no more than six (6) months of that
5 year, the base points for that year shall be cut in half. Thus, for
6 example, an Eligible Class Member who worked at a Grade 12
7 level full time for three years (July 28, 1996-98) would be entitled
8 to six (6) points. An Eligible Class Member who worked for one
9 and a half (1½) years at Grade 7 would be entitled to one and a half
10 (1½) points. Class Members who signed declarations in support of
11 Plaintiffs that were filed with the Court in this litigation prior to
12 December 2001, or who were listed in Plaintiffs' Mediation Brief,
13 shall be entitled to two (2) additional points. The total number of
14 points of all Eligible Class Members shall be added together. Each
15 Salaried Class Member shall be entitled to a share of the Fund
16 based on the ratio of her points to the total points under the above
17 formula.

18 63.2. Non-Salaried Class Member Fund: This Fund shall be distributed
19 only to Class Members who worked in a union RT position
20 between July 28, 1997, and the Approval Date, who were employed
21 by RT for at least one year, and who submitted a written application
22 for a Grade 14 or greater (or equivalent) position at any time
23 between July 28, 1996, and the preliminary Approval Date. Each
24 Class Member shall be given one point (base point) for each full
25 year of union employment by RT between July 28, 1996, and
26 July 28, 2002, and a proportion of a point for the period between
27 July 29, 2002, and final approval. For each year of union
28 employment, the base point shall be modified as follows: If the

1 employee was in a part-time union position for at least six (6)
2 months, or worked no more than six (6) months of that year, the
3 base point for that year shall be reduced by .5 points. Class
4 Members who signed declarations in support of Plaintiffs that were
5 filed with the Court in this litigation prior to December 2001 or
6 who were listed in Plaintiff's Mediation Brief shall be given two (2)
7 additional points. The total number of points of all Eligible Class
8 Members shall be added together. Each Non-Salaried Class
9 Member shall be entitled to a share of the Fund based upon the ratio
10 of her points to the total points under the above formula.

11 63.3. Eligible Class Members shall only be entitled to a share in one
12 Fund. Whichever formula yields the larger recovery shall
13 determine in which Fund the Class Member shares.

14 64. Within fourteen (14) days of the Approval Date of this Consent Decree, RT
15 shall provide Class Counsel with the following machine-readable computerized information:
16 (1) data (including identification of those employees who had submitted a written application for
17 a grade 14 or greater (or equivalent) position at any time between July 28, 1996, and the
18 preliminary Approval Date) necessary to calculate Class Member shares for the Salaried Class
19 Member Fund using the eligibility criteria set out in Paragraph 63.1, above, and (2) data
20 necessary to calculate Class Member shares for the Non-Salaried Member Fund using the
21 eligibility criteria set out in Paragraph 63.2, above provided that RT shall not be obligated to
22 provide Class Counsel with the names of a Class Member who signed a declaration in support of
23 the Plaintiffs or who were listed in Plaintiffs' Mediation Brief. For Non-Salaried Employees who
24 otherwise meet the tenure requirements of Paragraph 63.2, but for whom there is no RT record of
25 a written application for a Grade 14 or higher position during the relevant period, Class Counsel
26 will send a notice to that effect, in a form approved by RT, to the Class Member allowing her to
27 offer any evidence she has that an application was made during the relevant period. If Class
28 Counsel determines that the evidence offered, if any, is insufficient, the Class Member will be

1 notified of her right to appeal this determination to the Special Master. Class Counsel shall
2 calculate the shares of Class Members and shall provide its determination of points to RT
3 Counsel, who shall review the information for accuracy. Each Eligible Class Member shall be
4 sent a certified letter by Class Counsel, in a form to be approved by RT, informing them of the
5 share value allocated to her claim, and its approximate monetary value, prior to withholding and
6 interest adjustments. In order to share in the distribution, the Class Member must return the
7 notice to Class Counsel (and indicate her correct address and social security number) within
8 thirty (30) days of notice. The Class Member must sign a statement on the form alleging that she
9 believes she may have suffered discrimination encompassed by the class definition. If a Class
10 Member believes that the points have been incorrectly calculated, she may object on the form and
11 return it within the specified time. Class Counsel may then either correct the point score, or
12 inform the Class Member that it rejects the objection, and that if the Class Member wishes to
13 appeal this determination, an appeal must be sent to the Special Master within fourteen (14) days
14 of the notice of rejection. The only basis for an appeal is that Class Counsel has incorrectly
15 allocated points based upon the formula specified herein. The Special Master's determination of
16 any said appeal shall be final and binding. Upon correction of points and determination of any
17 appeals by the Special Master, a final point allocation and weighting shall be prepared by Class
18 Counsel, provided to RT Counsel and filed with the Court. Class Member shares, based upon this
19 weighting, less applicable withholding, shall be mailed via certified mail by Class Counsel to
20 each Class Member to the address provided by claimant on the notice.

21 **COSTS OF SETTLEMENT**

22 65. Class Counsel shall be paid \$15,000 for fees and all costs associated with
23 the notice and the calculation, distribution, and apportionment of the Settlement Fund, including
24 all appeals to the Special Master, as described in Paragraphs 62 through 64. RT will pay the cost
25 of calculating and reporting the necessary withholding and payroll taxes. Class Counsel and RT
26 must provide the necessary information to each other in a timely manner. RT will pay the costs
27 of certified mail, including tracing costs.

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NOTICE TO CLASS MEMBERS AND OTHERS OF PROPOSED CONSENT DECREE

1 66. Within ten (10) days following entry of the Order preliminarily approving
2 this Consent Decree, RT shall create and e-mail to Class Counsel i) a "Class Member List"
3 containing the name, social security number, and the last known address of all female employees
4 who were employed on or after July 28, 1997 (not including the seven Named Plaintiffs), and
5 (ii) a list of all current male employees. Within ten (10) days of receipt of the Lists from RT,
6 Class Counsel will notify RT Counsel of any additional names Class Counsel believes should be
7 included in the Lists.
8

9 67. No later than twenty-five (25) days after creation of the required Lists, RT
10 or its designee will send via first-class mail to each person on the Lists a Notice of Proposed
11 Settlement in the form attached as Exhibit E hereto. For any mail returned as undeliverable, the
12 address shall be traced, at a cost not to exceed \$7.50 per trace, and if a different address is
13 obtained, a new notice shall be re-mailed. In addition, notice shall be posted on RT's internal
14 website. A summary notice shall be posted on official bulletin boards (Exhibit F).

15 68. Notice of the Proposed Settlement shall also be sent by RT to the
16 Administrative Employees Association, to union bargaining agents, non-represented RT Salaried
17 Employees, and to RT management employees.

18 69. The Consent Decree will be posted on RT's internal website for the
19 duration of the Consent Decree. An announcement that the Consent Decree is available on the
20 website and from the Human Resources Department (attached as Exhibit G) shall be posted for
21 the duration of the Consent Decree on official bulletin boards. RT will provide comprehensive
22 training to all supervisors and managers about the Consent Decree within three months of the
23 Approval Date, absent good cause, with an annual refresher training during the period of the
24 Consent Decree.

OBJECTIONS AND FAIRNESS HEARING

25 70. The Notice of Proposed Settlement will advise Class Members and others
26 of the date of the Fairness Hearing, their right to file objections to the Settlement, and the
27

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1 deadline to file and serve written objections to this Consent Decree. The deadline will be ten (10)
2 days prior to the date set for the Fairness Hearing.

3 71. Class Counsel shall promptly furnish such objections to RT's Counsel and
4 to the Court.

5 **INDIVIDUAL INJUNCTIVE RELIEF FOR THE**
6 **SEVEN NAMED PLAINTIFFS**

7 72. The seven Named Plaintiffs will receive injunctive relief as set forth in
8 Exhibit H.

9 **COLLATERAL ATTACK**

10 73. In the event of a collateral attack in any forum, challenging RT's practices
11 prescribed by the Consent Decree, or in any challenge to any or all of the terms of this Consent
12 Decree, by an individual or entity not a party to this Consent Decree, RT and Class Counsel shall
13 jointly oppose and shall fully cooperate in defending against any such attacks and jointly defend
14 the terms of this Consent Decree against any such attack.

15 **RETURN OF DOCUMENTS**

16 74. Within forty-five (45) days after the termination of the Consent Decree, RT
17 may request Class Counsel to either return to RT or destroy the following:

18 74.1 all documents (including, without limitation, computer-readable
19 data), and all copies thereof, which RT furnished to Class Counsel
20 during discovery, both formal and informal, in the lawsuit,
21 including all documents, notes, tapes, papers, and any other
22 medium, and all copies thereof, which contain, whether in
23 summary, excerpt, or other form, Confidential Information, as that
24 term is defined below, with the exception of work-product
25 memoranda or pleadings containing Confidential Information;
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74.2 all deposition transcripts, exhibits, or other material containing Confidential Information, and all copies thereof, that are returned to Class Counsel by the Court; and

75. With respect to the documents described in Paragraphs 74 and 76:

75.1 Within sixty (60) days after the date of RT's request under Paragraph 74, Class Counsel shall notify RT in writing whether it has satisfied its obligations under Paragraph 74.

75.2 Neither Class Counsel or Plaintiffs, or the agents of either, shall disclose to any third party any of the documents described in Paragraphs 74 and 76, containing Confidential Information, including work-product documents, unless all Confidential Information and references and language that would allow the reader to determine the identity of the defendant is redacted. For purposes of this paragraph, the Special Master is not a third party. Nothing in this paragraph shall interfere with Class Counsel's ability to use the research, mental impressions, conclusions, opinions, and legal theories they developed during this litigation as work product in any future legal investigations, litigation, and trial preparation.

76. The term "Confidential Information" as used in the Consent Decree shall include the following types of information containing the names of employees or other identifying information:

76.1 computer-readable payroll data and other payroll data;

76.2 personnel files and other employee personnel materials, including, without limitation, letters or memoranda to or from employees;

- 1 76.3 notes of grievances hearings;
- 2 76.4 strategic planning reports and information; and
- 3 76.5 internal complaints of discrimination and materials relating to the
- 4 investigation of such complaints.

5 77. Confidential Information does not include information relating solely to
6 one or more Named Plaintiffs or any information properly in the public domain. For the purposes
7 of this paragraph, Confidential Information is not properly in the public domain if that
8 Confidential Information became a part of the public domain due to a failure by Class Counsel or
9 Plaintiffs, or the agents of either, to perform its or their obligations under Paragraphs 74 to 77.

10 78. The obligations of these Paragraphs 74 to 77 shall survive termination of
11 this Consent Decree.

12 **ENFORCEMENT OF CONSENT DECREE**

13 79. Except as provided herein, the provisions of this Consent Decree are
14 enforceable only by Class Counsel and RT. Plaintiffs and Class Members are not third-party
15 beneficiaries and shall have no right to bring any action for any alleged violation of this Consent
16 Decree except as provided herein.

17 **ATTORNEYS' FEES AND COSTS**

18 80. RT agrees to pay Class Counsel and Former Class Counsel attorneys' fees
19 and costs in the total amount of \$900,000, encompassing all work that has been or will be
20 performed by all counsel through the Fairness Hearing and approval of the Consent Decree by
21 Judge Lawrence K. Karlton. Class Counsel and Former Class Counsel shall attempt to agree on
22 an apportionment of this fee. If no agreement is reached, the Court shall apportion the fee and
23 resolve any liens based on attorneys' fees and costs. This amount will be paid as directed by the
24 Court no later than twenty (20) days following the Approval Date. As set forth in Paragraph 65,
25 Class Counsel shall be paid an additional \$15,000 for fees and all costs associated with the notice
26 and the calculation, distribution, and apportionment of the Settlement Fund, including all appeals
27 to the Special Master. Class Counsel shall be entitled to reasonable, nonduplicative attorneys'
28 fees under prevailing law for monitoring, defending (after the Fairness Hearing), and enforcing

1 and the calculation, distribution, and apportionment of the Settlement Fund, including all appeals
2 to the Special Master. Class Counsel shall be entitled to reasonable, nonduplicative attorneys'
3 fees under prevailing law for monitoring, defending (after the Fairness Hearing), and enforcing
4 this Consent Decree, paid on a quarterly basis. The Special Master shall promptly resolve any
5 objections to the amount of requested fees.

6 The undersigned consent to entry of this Consent Decree.

7 Dated: 10-31-02

Deidre A. Brown

Deidre Brown, Plaintiff

9 Dated: _____

Lynn Cain, Plaintiff

11 Dated: _____

Cheryl Gerald, Plaintiff

13 Dated: _____

Debra Jones, Plaintiff

15 Dated: _____

Donna Kelsay, Plaintiff

17 Dated: _____

Anne M. Z. Novotny, Plaintiff

19 Dated: _____

Gloria Salazar, Plaintiff

21 **APPROVED AS TO FORM AND CONTENT**

23 Dated: _____

THE IMPACT FUND

25
26 By: Brad Seligman
27 Attorneys for Plaintiffs and
28 Class Representatives

1 and the calculation, distribution, and apportionment of the Settlement Fund, including all appeals
2 to the Special Master. Class Counsel shall be entitled to reasonable, nonduplicative attorneys'
3 fees under prevailing law for monitoring, defending (after the Fairness Hearing), and enforcing
4 this Consent Decree, paid on a quarterly basis. The Special Master shall promptly resolve any
5 objections to the amount of requested fees.

6 The undersigned consent to entry of this Consent Decree.

7 Dated: _____
8 Deidre Brown, Plaintiff

9 Dated: 10/31/02 _____
10 *Lynn Cain*
11 Lynn Cain, Plaintiff

12 Dated: _____
13 Cheryl Gerald, Plaintiff

14 Dated: _____
15 Debra Jones, Plaintiff

16 Dated: _____
17 Donna Kelsay, Plaintiff

18 Dated: _____
19 Anne M. Z. Novotny, Plaintiff

20 Dated: _____
21 Gloria Salazar, Plaintiff

22 **APPROVED AS TO FORM AND CONTENT**

23 Dated: _____ **THE IMPACT FUND**

24
25
26 By: Brad Seligman
27 Attorneys for Plaintiffs and
28 Class Representatives

1 and the calculation, distribution, and apportionment of the Settlement Fund, including all appeals
2 to the Special Master. Class Counsel shall be entitled to reasonable, nonduplicative attorneys'
3 fees under prevailing law for monitoring, defending (after the Fairness Hearing), and enforcing
4 this Consent Decree, paid on a quarterly basis. The Special Master shall promptly resolve any
5 objections to the amount of requested fees.

6 The undersigned consent to entry of this Consent Decree.

7 Dated: _____
8 Deidre Brown, Plaintiff

9 Dated: _____
10 Lynn Cain, Plaintiff

11 Dated: October 31, 2002
12 Cheryl Gerald
13 Cheryl Gerald, Plaintiff

14 Dated: _____
15 Debra Jones, Plaintiff

16 Dated: _____
17 Donna Kelsay, Plaintiff

18 Dated: _____
19 Anne M. Z. Novotny, Plaintiff

20 Dated: _____
21 Gloria Salazar, Plaintiff

22 **APPROVED AS TO FORM AND CONTENT**

23 Dated: _____ THE IMPACT FUND

24
25
26 By: Brad Seligman
27 Attorneys for Plaintiffs and
28 Class Representatives

1 and the calculation, distribution, and apportionment of the Settlement Fund, including all appeals
2 to the Special Master. Class Counsel shall be entitled to reasonable, nonduplicative attorneys'
3 fees under prevailing law for monitoring, defending (after the Fairness Hearing), and enforcing
4 this Consent Decree, paid on a quarterly basis. The Special Master shall promptly resolve any
5 objections to the amount of requested fees.

6 The undersigned consent to entry of this Consent Decree.

7 Dated: _____
8 Deidre Brown, Plaintiff

9 Dated: _____
10 Lynn Cain, Plaintiff

11 Dated: _____
12 Cheryl Gerald, Plaintiff

13
14 Dated: November 6, 2002 _____
15 Debra Jones, Plaintiff

16 Dated: _____
17 Donna Kelsay, Plaintiff

18 Dated: _____
19 Anne M. Z. Novotny, Plaintiff

20 Dated: _____
21 Gloria Salazar, Plaintiff

22 **APPROVED AS TO FORM AND CONTENT**

23 Dated: _____ THE IMPACT FUND
24
25
26 By: Brad Seligman
27 Attorneys for Plaintiffs and
28 Class Representatives

1 and the calculation, distribution, and apportionment of the Settlement Fund, including all appeals
2 to the Special Master. Class Counsel shall be entitled to reasonable, nonduplicative attorneys'
3 fees under prevailing law for monitoring, defending (after the Fairness Hearing), and enforcing
4 this Consent Decree, paid on a quarterly basis. The Special Master shall promptly resolve any
5 objections to the amount of requested fees.

6 The undersigned consent to entry of this Consent Decree.

7 Dated: _____
8 Deidre Brown, Plaintiff

9 Dated: _____
10 Lynn Cain, Plaintiff

11 Dated: _____
12 Cheryl Gerald, Plaintiff

13 Dated: _____
14 Debra Jones, Plaintiff

15 Dated: 11-1-02
16 *Donna Kelsay*
17 Donna Kelsay, Plaintiff

18 Dated: _____
19 Anne M. Z. Novotny, Plaintiff

20 Dated: _____
21 Gloria Salazar, Plaintiff

22 **APPROVED AS TO FORM AND CONTENT**

23 Dated: _____ THE IMPACT FUND

24
25
26 By: Brad Seligman
27 Attorneys for Plaintiffs and
28 Class Representatives

1 and the calculation, distribution, and apportionment of the Settlement Fund, including all appeals
2 to the Special Master. Class Counsel shall be entitled to reasonable, nonduplicative attorneys'
3 fees under prevailing law for monitoring, defending (after the Fairness Hearing), and enforcing
4 this Consent Decree, paid on a quarterly basis. The Special Master shall promptly resolve any
5 objections to the amount of requested fees.

6 The undersigned consent to entry of this Consent Decree.

7 Dated: _____
8 Deidre Brown, Plaintiff

9 Dated: _____
10 Lynn Cain, Plaintiff

11 Dated: _____
12 Cheryl Gerald, Plaintiff

13 Dated: _____
14 Debra Jones, Plaintiff

15 Dated: _____
16 Donna Kelsay, Plaintiff

17 Dated: October 31, 2002
18 
19 Anne M. Z. Novotny, Plaintiff

20 Dated: _____
21 Gloria Salazar, Plaintiff

22 **APPROVED AS TO FORM AND CONTENT**

23 Dated: _____ THE IMPACT FUND

24 By: Brad Seligman
25 Attorneys for Plaintiffs and
26 Class Representatives

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5 objections to the amount of requested fees.

6 The undersigned consent to entry of this Consent Decree.

7 Dated: _____
8 Deidre Brown, Plaintiff

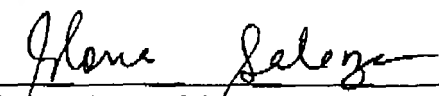
9 Dated: _____
10 Lynn Cain, Plaintiff

11 Dated: _____
12 Cheryl Gerald, Plaintiff

13 Dated: _____
14 Debra Jones, Plaintiff

15 Dated: _____
16 Donna Kelsay, Plaintiff

17 Dated: _____
18 Anne M. Z. Novotny, Plaintiff

19 Dated: 10/29/02
20 
21 Gloria Salazar, Plaintiff

22 APPROVED AS TO FORM AND CONTENT

23 Dated: _____
24 THE IMPACT FUND

25
26 By: Brad Seligman
27 Attorneys for Plaintiffs and
28 Class Representatives

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2 objections to the amount of requested fees.

3 The undersigned consent to entry of this Consent Decree.

4 Dated: _____
5 Deidre Brown, Plaintiff

6 Dated: _____
7 Lynn Cain, Plaintiff

8 Dated: _____
9 Cheryl Gerald, Plaintiff

10 Dated: _____
11 Debra Jones, Plaintiff

12 Dated: _____
13 Donna Kelsay, Plaintiff


14 Dated: _____
15 Anne M. Z. Novotny, Plaintiff

16 Dated: _____
17 Gloria Salazar, Plaintiff

18 **APPROVED AS TO FORM AND CONTENT**

19 Dated: 11/7/02

20 THE IMPACT FUND

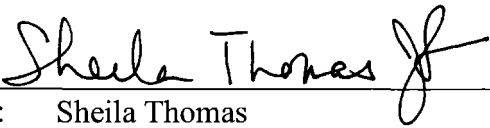
21 
22 _____
23 By: Brad Seligman
24 Attorneys for Plaintiffs and
25 Class Representatives
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APPROVED AS TO FORM AND CONTENT

Dated: _____

EQUAL RIGHTS ADVOCATES


By: Sheila Thomas
Attorneys for Plaintiffs and
Class Representatives

APPROVED AS TO FORM AND CONTENT

Dated: _____

SACRAMENTO REGIONAL TRANSIT
DISTRICT

By: Beverly A. Scott
General Manager/CEO

APPROVED AS TO FORM AND CONTENT

Dated: _____

SACRAMENTO REGIONAL TRANSIT
DISTRICT

By: Mark Gilbert
Chief Legal Counsel

APPROVED AS TO FORM AND CONTENT

Dated: _____

KRONICK, MOSKOVITZ, TIEDEMANN &
GIRARD

By: Dorothy S. Landsberg
Attorneys for Defendant

///
///
///

1 **APPROVED AS TO FORM AND CONTENT**

2 Dated: _____

EQUAL RIGHTS ADVOCATES

3

4

5

By: Sheila Thomas
Attorneys for Plaintiffs and
Class Representatives

6

7 **APPROVED AS TO FORM AND CONTENT**


8 Dated: 11/8/2002

SACRAMENTO REGIONAL TRANSIT
DISTRICT

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By: Beverly A. Scott
General Manager/CEO

12

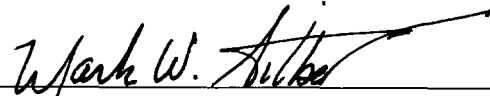
13 **APPROVED AS TO FORM AND CONTENT**

14 Dated: November 8, 2002

SACRAMENTO REGIONAL TRANSIT
DISTRICT

15

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By: Mark Gilbert
Chief Legal Counsel

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19 **APPROVED AS TO FORM AND CONTENT**

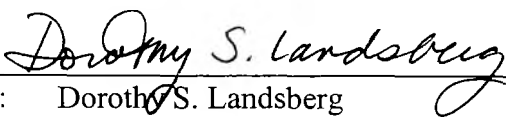
20 Dated: November 8, 2002

KRONICK, MOSKOVITZ, TIEDEMANN &
GIRARD

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By: Dorothy S. Landsberg
Attorneys for Defendant

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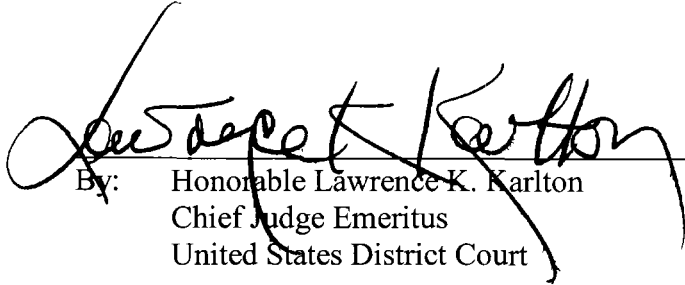
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ORDER APPROVING CONSENT DECREE

The Court having considered the foregoing stipulated agreement of the Parties,
IT IS HEREBY ORDERED THAT the foregoing Consent Decree be, and the
same hereby is, approved as the final decree of this Court in full settlement of this action. When
the terms of the Consent Decree have been fully effectuated, this lawsuit shall be dismissed with
prejudice.

Dated: 2/23/03 
By: Honorable Lawrence K. Karlton
Chief Judge Emeritus
United States District Court

LIST OF EXHIBITS

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- Exhibit A Classification Hierarchies
 (Paragraphs 20 and 33)
- Exhibit B Request for Training Opportunity for Salaried Employee
 (Paragraph 45)
- Exhibit C Confidential Complaint Form
 (Paragraph 53)
- Exhibit D Request for Reclassification Study
 (Paragraph 55)
- Exhibit E Notice of Proposed Class Action Settlement and Consent Decree
 (Paragraph 67)
- Exhibit F Summary Notice of Proposed Settlement
 (Paragraph 67)
- Exhibit G Announcement of Availability of Copy of Consent Decree
 (Paragraph 69)
- Exhibit H Individual Injunctive Relief for the Seven Named Plaintiffs
 (Paragraph 72)

United States District Court
for the
Eastern District of California
February 26, 2003

* * CERTIFICATE OF SERVICE * *

2:98-cv-01719

Brown

v.

Sacramento Regional

I, the undersigned, hereby certify that I am an employee in the Office of the Clerk, U.S. District Court, Eastern District of California.

That on February 26, 2003, I SERVED a true and correct copy(ies) of the attached, by placing said copy(ies) in a postage paid envelope addressed to the person(s) hereinafter listed, by depositing said envelope in the U.S. Mail, by placing said copy(ies) into an inter-office delivery receptacle located in the Clerk's office, or, pursuant to prior authorization by counsel, via facsimile.

Mark R Thierman
Thierman Law Partnership
120 Green Street
San Francisco, CA 94111

AR/LKK

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Kronick Moskovitz Tiedemann and Girard
400 Capitol Mall
27th Floor

Bruce Alfred Scheidt
Kronick Moskowitz Tiedemann and Girard
400 Capitol Mall
27th Floor
Sacramento, CA 95814-4417

Jack L. Wagner, Clerk

BY: *J. L. Wagner*
Deputy Clerk