

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,)	
)	
Plaintiff,)	
)	
v.)	CIVIL ACTION NO.
)	1:04-cv-00623-B
)	
BROOKLEY FURNITURE COMPANY and HOWARD MILLER CLOCK COMPANY, an integrated enterprise)	
)	
Defendant.)	

JANE DOE)	
)	
Intervenor -Plaintiff)	
)	
v.)	
)	
BROOKLEY FURNITURE COMPANY and HOWARD MILLER CLOCK COMPANY, an integrated enterprise)	
)	
Intervenor-Defendant.)	

SETTLEMENT AGREEMENT

I. INTRODUCTION

Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000e et seq., guarantees workers that they will be free from employment discrimination on the basis of sex, race and retaliation.

This action was instituted by the U.S. Equal Employment Opportunity Commission (“the EEOC” or “the Commission”) on September 28, 2004, against Brookley Furniture

(Brookley) and Howard Miller Clock Company (Howard Miller), as an integrated company, to enforce provisions of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000e et seq., (“Title VII”). The EEOC filed this lawsuit on behalf of Jane Doe, alleging that Jane Doe was sexually harassed by the General Manager of Brookley Furniture Company.

On November 30, 2004 Brookley and Howard Miller filed an answer in which they denied these allegations and raised various affirmative defenses. On December 1, 2004, Jane Doe filed a Complaint in Intervention asserting the same violations of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000e et seq., (“Title VII”) as had the EEOC in its Complaint, and other claims.

II. GENERAL PROVISIONS

The Plaintiff EEOC and the Defendants, being desirous of settling this action do hereby enter into this Settlement Agreement. The claims of the intervenor-plaintiff have also been resolved.

This Agreement, being entered into with the consent of the EEOC, Howard Miller and Brookley, shall not constitute an adjudication or finding on the merits of the case, and shall in no manner be construed as an admission by Howard Miller or Brookley of any violation of the Title VII of the Civil Rights Act of 1964, as amended, or other applicable federal or state law.

This Agreement is binding upon the EEOC and Defendants Howard Miller and Brookley as to the issues resolved herein. The claims resolved by this Agreement are those which were alleged in Charge of Discrimination numbered 130-2003-0349 and all claims asserted in the EEOC’s Complaint in the above styled lawsuit. The EEOC and Defendants Howard Miller and Brookley agree that this Agreement does not resolve any

charges which may be pending with the EEOC, or which may be filed in the future with the EEOC, other than those charges specifically stated in this Agreement.

II. SPECIFIC PROVISIONS

- A. This Agreement constitutes a complete resolution of all claims of sexual harassment under Title VII which were alleged in the Complaint in this action or in charge number 130-2003-0349. This Agreement does not resolve any Charges which may be pending with the EEOC or which may be filed in the future with the EEOC other than those specifically identified in this Agreement.
- B. Within 10 business days after the entry of this Agreement, the defendants Brookley and Howard Miller and/or Brookley agree to pay monetary relief to Jane Doe in the amount of \$225,000.00, less applicable withholdings as required by law. The Defendants shall not deduct its share of Social Security and Medicare contributions from the payment to Jane Doe. The check(s) will be hand-delivered to Jane Doe's attorney. On the same date Defendants shall send a copy of the check(s) delivered to Jane Doe to the EEOC, c/o Pamela K. Agee, Senior Trial Attorney, EEOC, Ridge Park Place, Suite 2000, 1130 22nd Street, South, Birmingham, AL 35205, as proof of payment. Upon the Defendants' receipt of proof of delivery, the Defendants shall send a copy of the return receipt to the EEOC, c/o Pamela K. Agee, Senior Trial Attorney, EEOC, Ridge Park Place, Suite 2000, 1130 22nd Street, South, Birmingham, AL 35205. No later than ten days after receipt of the copy of the check to Jane Doe the EEOC will provide the Defendants with the

original executed Release, in the form of Exhibit 1.

- C. The Defendant agree not to retaliate in any manner against Jane Doe or any person who participated in this lawsuit or in the investigation of EEOC Charge of Discrimination number 130-2003-0345. This provision does not resolve any charges which may be pending with the EEOC or which may be filed in the future with the EEOC other than those specifically stated in this Agreement.
- D. Howard Miller and Brookley agree not to discriminate against employees on the basis of sex by subjecting them to sexual harassment in violation of the title VII of the Civil Rights Act of 1964, as amended.
- E. Howard Miller and Brookley agree not to engage in any employment practices which retaliate in any manner against any person, including but not limited to Jane Doe, because of that person's opposition to any practice made an unlawful employment practice under Title VII or because that person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding or hearing under Title VII.
- F. Howard Miller and Brookley agree not to divulge, directly or indirectly, to any identifiable employer or potential employer of Jan Doe any of the facts or circumstances related to the claims of discrimination against the Howard Miller and Brookley in this case or any of the events relating to their participation in the litigation of this action.
- G. Nothing in this Agreement, either by inclusion or exclusion, shall be construed to limit the obligations of the Howard Miller and Brookley under

Title VII or the EEOC's authority to process or litigate any charge of discrimination now pending or filed in the future against Howard Miller or Brookley.

- H. Each party shall be responsible for its own attorney's fees and costs.
- I. The attorneys listed below have given their permission for their electronic signatures to be affixed to this document for filing with the court.

Date: December 30, 2005

FOR THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION:

JAMES L. LEE

Deputy General Counsel

GWENDOLYN YOUNG REAMS

Associate General Counsel

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

1801 "L" Street, Northwest

Washington, D.C. 20507

s/ _____

JACQUELINE MCNAIR

Regional Attorney (Acting)

s/ _____

PAMELA K. AGEE

AL Bar # ASB-1713-A52P

Senior Trial Attorney

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

Birmingham District Office

Ridge Park Place

Suite 2000, 1130 22nd Street, South

Birmingham, AL 35205

Telephone: (205) 731-1299

FOR HOWARD MILLER CLOCK COMPANY AND BROOKLEY FURNITURE:

s/_____
SANDY G. ROBINSON

CABANISS, JOHNSTON, GARDNER,
DUMAS & O'NEAL, LLP
Post Office Box 2906
Mobile, AL 36652

EXHIBIT 1

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BROOKLEY FURNITURE COMPANY and)
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Intervenor-Defendant.)

RELEASE

In consideration for \$225,000.00, paid to me by Howard Miller Clock Company and Brookley Furniture, in connection with the resolution of EEOC v. Howard Miller Clock Company and Brookley Furniture, Civil Action No. 1:04-cv-00623-CG-B, I waive my right to recover for any claims of sexual harassment and discrimination arising under the Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000e et seq., (“Title VII”) that I had against Howard Miller Clock Company and/or Brookley Furniture prior to the date of

this release and that were included in the claims alleged in EEOC's complaint in EEOC v. Howard Miller Clock Company and Brookley Furniture, as captioned above.

DATE: _____

SIGNATURE: _____
Sabrina Jordan

Sworn to and Subscribed
Before me this day
of , 2005

NOTARY PUBLIC
My Commission Expires: