

## SETTLEMENT AGREEMENT

### RECITALS

A. Currently pending in the United States District Court for the Eastern District of California is the action entitled Equal Employment Opportunity Commission v. AGI Publishing, Case No. CIV S 03 2050 DFL GGH (the "Litigation").

B. Employee/Charging Party Rosslyn Erskine filed her own separate suit, CIV 03 AS04688 on August 21, 2003 entitled Rosslyn Erskine v. AGI Publishing Incorporated.

C. At this time, the Equal Employment Opportunity Commission and AGI Publishing ("Parties") wish to settle the Litigation under the terms and conditions set forth below.

### AGREEMENT

1. Within 30 days of the execution of this Settlement Agreement, Defendant AGI Publishing will adopt the attached changes to its employee handbook, incorporated herein as Exhibit A.

2. Upon receiving notice from Defendant AGI Publishing that it has incorporated the above referenced changes to its employee handbook set forth in Paragraph 1, Plaintiff EEOC will file a Dismissal with Prejudice of this Litigation.

3. Each side shall bear its own costs and fees of any kind relating to this case, including attorneys' fees incurred as a result of this claim.

4. This Settlement Agreement constitutes a single integrated contract expressing the entire agreement of the Parties. There are no other agreements or understandings, written or oral, express or implied, between the parties except as set forth in this Agreement. It is expressly understood and agreed that this Agreement may not be altered, amended, modified or otherwise changed by oral communication of any kind or character.

5. This Settlement Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties to this Agreement.

6. This document may be executed in duplicate originals, each of which is equally admissible into evidence.

7. This Agreement is entered into by the undersigned Parties freely and voluntarily. The Parties acknowledge that they have read and understand this Agreement and have been

advised to consult with an attorney regarding the terms of this Agreement.

8. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be wholly or partially illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal, unenforceable, or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION

DATED: \_\_\_\_\_

\_\_\_\_\_  
William R. Tamayo  
Regional Attorney

AGI PUBLISHING

DATED: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_