

United States District Court, Northern District of Illinois

Name of Assigned Judge or Magistrate Judge	George W. Lindberg	Sitting Judge if Other than Assigned Judge	
CASE NUMBER	99 C 5931	DATE	4/6/2000
CASE TITLE	EEOC vs. American Lock Company		

[In the following box (a) indicate the party filing the motion, e.g., plaintiff, defendant, 3rd party plaintiff, and (b) state briefly the nature of the motion being presented.]

MOTION:

DOCKET ENTRY:

(1) Filed motion of [use listing in "Motion" box above.]

(2) Brief in support of motion due _____.

(3) Answer brief to motion due _____. Reply to answer brief due _____.

(4) Ruling/Hearing on _____ set for _____ at _____.

(5) Status hearing[held/continued to] [set for/re-set for] on _____ set for _____ at _____.

(6) Pretrial conference[held/continued to] [set for/re-set for] on _____ set for _____ at _____.


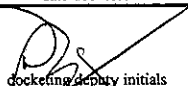
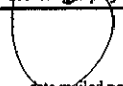

(7) Trial[set for/re-set for] on _____ at _____.

(8) [Bench/Jury trial] [Hearing] held/continued to _____ at _____.

(9) This case is dismissed [with/without] prejudice and without costs[by/agreement/pursuant to]
 FRCP4(m) General Rule 21 FRCP41(a)(1) FRCP41(a)(2).

(10) [Other docket entry] Status hearing is stricken. Plaintiff's agreed motion for order of dismissal is granted. This action is hereby dismissed with prejudice, the court retains jurisdiction for one year from the date of dismissal for the sole purpose of enforcing the attached settlement agreement.

(11) [For further detail see order (on reverse side of/attached to) the original minute order.]

<input type="checkbox"/>	No notices required, advised in open court.	 APR 07 2000 date docketed  docketing deputy initials  date mailed notice	Document Number 
<input type="checkbox"/>	No notices required.		
<input type="checkbox"/>	Notices mailed by judge's staff.		
<input type="checkbox"/>	Notified counsel by telephone.		
<input checked="" type="checkbox"/>	Docketing to mail notices.		
<input type="checkbox"/>	Mail AO 450 form.		
<input type="checkbox"/>	Copy to judge/magistrate judge.		
SLB	courtroom deputy's initials	Date/time received in central Clerk's Office	mailing deputy initials

this Settlement Agreement. This Settlement Agreement is annexed to said Order and incorporated therein by reference. This Settlement Agreement is intended to and does fully and finally resolve any and all issues and any and all claims arising out of the Complaint filed by EEOC in this action.

3. This Court has jurisdiction over the subject matter and of the parties to this case.

4. The terms and provisions of this Settlement Agreement are fair, reasonable, equitable and just. The rights of EEOC, American Lock Company and the individual for whom EEOC seeks relief are protected adequately by this Settlement Agreement.

5. The Settlement Agreement conforms with the Federal Rules of Civil Procedure and Title VII, and is not in derogation of the rights and privileges of any person. The entry of this Settlement Agreement will further the objectives of the Title VII and will be in the best interest of the parties and the individual for whom EEOC seeks relief.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties agree as follows:

Non-Discrimination

6. American Lock Company, its officers, agents, employees, successors, assigns, and all persons in active concert or participation with them or any of them agree that they will not engage in any employment practice which discriminates against any individual on the basis of race, African-American, in violation of Title VII.

7. American Lock Company, its officers, agents, employees, successors, assigns, and all persons in active concert or participation with them or any of them shall not engage in reprisal or retaliation of any kind against any person because of such person's opposition to any practice made unlawful under Title VII; or because of filing a charge, testifying or participating in any

manner in any investigation, proceeding or hearing under Title VII; or because an individual was identified as a possible witness for EEOC; or because of any assertion of rights under this Settlement Agreement.

Monetary Relief

8. Within ten (10) calendar days or the later of receipt by American Lock of a Release in the form of Exhibit 1 attached hereto executed by Dwight James and the Court's issuance of its Order dismissing the matter with prejudice, American Lock Company will issue and mail, by certified mail, a check for damages in the amount of one-hundred and twenty-five thousand dollars (\$125,000.00) to Dwight James at 656 South Academy Avenue, Matteson, IL 60443. Within five (5) calendar days of the mailing of the check, American Lock Company shall certify to EEOC that the check was mailed and the date on which it was mailed. American Lock will issue a Form 1099 to the IRS reporting the above payment.

Posting of Notice

9. Within ten (10) calendar days of the Court's issuance of its Order dismissing the matter with prejudice, American Lock Company shall conspicuously post the Notice of Non-Discrimination attached hereto as Exhibit 2 in a location or locations readily accessible to and commonly frequented by American Lock Company employees. The Notice shall remain posted during the term of this Settlement Agreement. American Lock Company shall certify to EEOC within twenty (20) calendar days of the Court's issuance of its Order dismissing the matter with prejudice that the Notice has been properly posted.

Training

10. American Lock Company shall provide training concerning the prohibitions against employment discrimination and retaliation to all current supervisors and managers of American Lock

Company. American Lock Company shall provide the training within ninety (90) calendar days of the Court's issuance of its Order dismissing the matter with prejudice. Within ten (10) calendar days of the completion of the training, American Lock Company shall notify the Commission of the dates the training was conducted, the name and job title of the person(s) who conducted the training, and the name and job title of each person who received the training.

Recordkeeping

11. American Lock Company shall maintain and keep available for inspection and copying by the Commission for the duration of this Settlement Agreement the following records:

- A. Records of all sales or marketing personnel who were demoted or involuntarily terminated, including but not limited to records identifying the name, race, social security number, home address and telephone number, job title, and date of and reason for demotion or termination.
- B. Documents relating to any person who opposed any practice made unlawful under Title VII; or who filed a charge, testified or participated in any manner in any investigation, proceeding or hearing under Title VII, including but not limited to records identifying his/her name, social security number, home address and telephone number, date and nature of complaint, and, if applicable, disposition or resolution of complaint.
- C. All documents created, maintained, or utilized by American Lock Company in performing or administering the terms of this Settlement Agreement.

12. For the duration of this Settlement Agreement, American Lock Company shall make all records referred to in Paragraph 11 available for inspection and copying by EEOC within a reasonable period of time after EEOC so requests. For purposes of allowing EEOC to verify

American Lock Company's compliance with this Settlement Agreement, American Lock Company shall make available any agents and/or employees whom the Commission reasonably asks to interview.

Reporting

13. Every six (6) months for the duration of this Settlement Agreement, American Lock Company shall provide EEOC with information showing:

A. The name, race, social security number, home address and telephone number of each sales or marketing employee who was demoted or involuntarily terminated, the reason for the demotion or termination, and the effective date of the demotion or termination.

B. The name, social security number, home address and telephone number of each person who opposed any practice made unlawful under Title VII; or who filed a charge, testified or participated in any manner in any investigation, proceeding or hearing under the Title VII, the date and nature of complaint, and, if applicable, the resolution or disposition of the complaint.

C. Any other documents as EEOC may reasonably request regarding persons identified in response to Sections A and B above.

Dispute Resolution

14. Upon motion of either party, the Court may schedule a hearing for the purpose of reviewing compliance with this Settlement Agreement. The parties shall engage in a good faith effort to resolve any dispute as to compliance prior to seeking review by the Court, and shall be required to give notice to each other ten (10) calendar days before moving for such review.

Duration of Settlement Agreement and Retention of Jurisdiction

15. The Settlement Agreement shall be in effect for a period of one (1) year commencing on the date of the Court's issuance of its Order dismissing the matter with prejudice, during which

the Court will retain jurisdiction of this matter solely for the purpose of enforcing this Settlement Agreement.

Miscellaneous Provisions

16. The terms of the Settlement Agreement shall be binding and enforceable upon EEOC and American Lock Company and all present and future successors, representatives and assigns of each of them.

17. American Lock Company shall provide any potential successor with a copy of this Settlement Agreement within a reasonable time prior to the conclusion of negotiations for acquisition or assumption of control of American Lock Company and shall inform the EEOC if it is contemplating a change in ownership of its corporate structure.

18. If any provision(s) of this Settlement Agreement are found to be unlawful, only the specific provision(s) in question shall be affected and the other provisions will remain in full force and effect.

19. This Settlement Agreement constitutes the entire agreement of American Lock Company and EEOC, except for any matters which may be mutually agreed upon and which are memorialized in writing and signed by American Lock Company and EEOC.

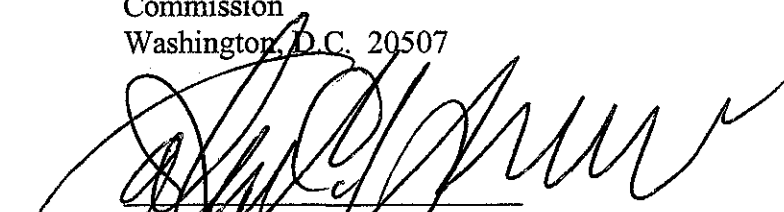
For the Equal Employment
Opportunity Commission:

C. Gregory Stewart
General Counsel
Gwendolyn Young Reams
Associate General Counsel

For American Lock Company:


Larry Reich
Human Resources Manager

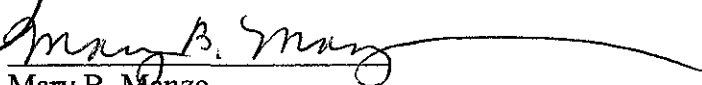
Commission
Washington, D.C. 20507



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Keith L. Spence
Trial Attorney

Equal Employment Opportunity
Commission
500 West Madison Street
Suite 2800
Chicago, IL 60661
(312)353-7695

Date 4-6-00

SO ORDERED




George W. Lindberg
United States District Judge

CERTIFICATE OF SERVICE

I, Keith L. Spence, an attorney, do hereby certify that I caused a true and correct copy of the foregoing Agreed Motion for Order of Dismissal to Defendant to be served by placing in the U.S. Mail, postage prepaid, on this 4th day of April, 2000 upon the following counsel of record:

Norma W. Zeitler
McDermott, Will & Emery
227 West Monroe Street
Chicago, IL 60606


Keith L. Spence

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)
)
Plaintiff,)
)
v.)
)
AMERICAN LOCK COMPANY,)
)
Defendant,)
)
_____)

DOCKETED

APR 07 2000

Civil Action No. 99 C 5931

Judge George W. Lindberg
Magistrate Arlander Keys

ORDER

This cause has come on to be heard on the motion of the Equal Employment Opportunity Commission and American Lock Company to dismiss this action, due notice having been given, the Equal Employment Opportunity Commission and American Lock Company having entered into a settlement agreement which is incorporated herein by reference, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED that this action is dismissed with prejudice, the parties to bear their own costs and attorney's fees, and the Court hereby retains jurisdiction for one year from the date of dismissal to reinstate the action for the sole purpose of enforcing the settlement agreement.

ENTER:



Date: 4-6-00

Judge George W. Lindberg
United States District Judge

