

United States District Court, Northern District of Illinois

Name of Assigned Judge or Magistrate Judge	Suzanne B. Conlon	Sitting Judge if Other than Assigned Judge	
CASE NUMBER	02 C 6884	DATE	3/20/2003
CASE TITLE	EEOC vs. MTP ENTERPRISES		

[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) Local Rule 41.1 FRCP41(a)(1) FRCP41(a)(2).

(10) [Other docket entry] This action is dismissed pursuant to parties' consent decree. All pending dates are vacated. ENTER CONSENT DECREE.

Suzanne B. Conlon

(11) [For further detail see order attached to the original minute order.]

<input type="checkbox"/> No notices required, advised in open court. <input type="checkbox"/> No notices required. <input checked="" type="checkbox"/> Notices mailed by judge's staff. <input type="checkbox"/> Notified counsel by telephone. <input type="checkbox"/> Docketing to mail notices. <input type="checkbox"/> Mail AO 450 form. <input type="checkbox"/> Copy to judge/magistrate judge.	CB courtroom deputy's initials	U.S. DISTRICT COURT 03 MAR 24 PM 5:04 FILED Date/time received in central Clerk's Office	number of notices	Document Number 13
			MAR 25 2003 <small>Date docketed</small>	
			<i>en</i> docketing deputy initials	
			3/24/2003 date mailed notice	
			CB mailing deputy initials	

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

RECORDED

MAR 25 2003

UNITED STATES EQUAL EMPLOYMENT)
OPPORTUNITY COMMISSION,)

Plaintiff,)

v.)

MTP ENTERPRISES, LTD., d/b/a H & M)
LIMOUSINE SERVICE, INC.)

Defendant.)

Civil Action No. 02 C 6884

Judge Conlon

Magistrate Judge Schenkier

CONSENT DECREE

THE LITIGATION

1. Plaintiff Equal Employment Opportunity Commission (the "EEOC") filed this action alleging that Defendant, MTP Enterprises, Ltd. (d/b/a H & M Limousine Service, Inc.) discriminated against Wayne Nelson because of his age. Defendant, MTP Enterprises, Ltd. has denied the allegations of unlawful discrimination, and entry of this Consent Decree shall not be deemed an admission of any unlawful conduct.
2. The parties hereto have jointly entered into this Consent Decree as part of the parties' agreement to resolve this litigation, and entry of this Decree shall fully and finally resolve any and all issues and claims arising out of the Complaint.

FINDINGS

3. Having carefully examined the terms and provisions of this Decree, and based on the pleadings, record, and stipulations of the parties, the Court finds the following:
 - a. This Court has jurisdiction of the subject matter of this action and of the parties.

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b. The terms of this Decree are adequate, fair, reasonable, equitable and just. The rights of the EEOC, Defendant, Wayne Nelson and the public interest are adequately protected by this Decree.

c. This Decree conforms with the Federal Rules of Civil Procedure and the Age Discrimination in Employment Act, 29 USC § 621, et seq. ("ADEA"), and is not in derogation of the rights or privileges of any person. The entry of this Decree will further the objectives of the ADEA and will be in the best interests of the parties, Wayne Nelson and the public.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

NON-DISCRIMINATION/NON-RETALIATION

4. Defendant and its officers, agents, employees, successors, assigns and all persons acting in concert with them shall not engage in any age discrimination made unlawful by the ADEA and shall not engage in any form of unlawful retaliation against any person because such person has opposed any practice made unlawful under the ADEA, filed a Charge of Discrimination under the ADEA, testified or participated in any investigation, proceeding or hearing under the ADEA, or asserted any rights under this Decree.

POSTING OF NOTICE

5. Within ten (10) business days after entry of this Decree, Defendant shall post a copy of the Notice attached as Exhibit B, on the bulletin board usually used for communicating with employees. The notice shall remain posted for the term of this Decree. Defendant shall take all reasonable steps to ensure that the posting is not altered, defaced or covered by any other material. Defendant shall certify to the EEOC in writing within fifteen (15) business days after entry of the Decree that the Notice has been properly posted. Defendant shall permit a representative of the EEOC to enter its premises to verify compliance with this Paragraph at any time during normal business hours.

RECORD KEEPING

6. For the duration of this Decree, Defendant shall maintain and make available for inspection and copying by the EEOC records (including names, social security numbers, addresses, telephone numbers, and age) of each employee who complains of age discrimination. Such reports shall indicate the date the complaint was made, who made it, what was alleged, and what actions the Defendant took to resolve the matter. Defendant shall make all such documents or records available for inspection and copying within ten (10) business days after the EEOC so requests.

MONETARY RELIEF

7. Defendant shall pay \$11,000.00 to Wayne Nelson as backpay, less the employee's share of all lawful withholdings.

8. Within fifteen (15) business days after receipt of a signed Release Agreement, attached as Exhibit A, from Wayne Nelson, Defendant shall issue and mail to him a check in the amount set forth above. A copy of the check shall be mailed on the same date to the EEOC.

ADOPTION AND DISTRIBUTION OF EEO POLICY

9. Defendant shall adopt a policy against unlawful employment discrimination within 30 days after the entry of this Consent Decree. Within 30 days after the entry of this Consent Decree Defendant shall also post a copy of its Equal Employment Opportunity ("EEO") policy on the bulletin board customarily used for posting notices from management to employees.

TRAINING

10. Within 60 days of the entry of this Decree, managers and owners of Defendant shall participate in an EEO training session by a trainer paid for by Defendant and approved by the EEOC. Defendant shall obtain the EEOC's approval of its proposed trainer prior to the training session. Defendant shall submit the name, address, telephone number, background and training proposal of the proposed trainer to the EEOC at least ten (10) days prior to the proposed date of the training. The

EEOC shall have five (5) calendar days from the date of receipt of the information described above to reject the proposed trainer. If the parties cannot through this process agree on a trainer, then they may seek the Court's assistance under Paragraph 12.

11. Defendant shall certify to the EEOC in writing within ten (10) business days after the training has occurred that the training has taken place and that the required personnel have attended. Such certification shall include: (i) the date, location and duration of the training; and (ii) a copy of the registry of attendance, which shall include the name and position of each person in attendance.

DISPUTE RESOLUTION

12. If any party to this Decree believes that another party has failed to comply with any provision(s) of the Decree, the complaining party shall notify the other party in writing of the alleged non-compliance and shall afford the alleged non-complying party fifteen (15) business days to remedy the non-compliance or to satisfy the complaining party that the alleged non-complying party has complied. If the alleged non-complying party has not remedied the alleged non-compliance or satisfied the complaining party that it has complied within fifteen (15) business days, the complaining party may apply to the Court for appropriate relief.

DURATION OF THE DECREE AND RETENTION OF JURISDICTION

13. All provisions of this Decree shall be in effect (and the Court will retain jurisdiction to enforce this Decree) for a period of 1 year immediately following entry of the Decree, provided, however, that if, at the end of the 1 year period, any disputes under Paragraph 12 above remain unresolved, the term of the Decree shall be automatically extended (and the Court will retain jurisdiction of this matter to enforce the Decree) until all such disputes have been resolved.

MISCELLANEOUS PROVISIONS

14. Each party to this Decree shall bear its own expenses, costs and attorneys' fees.

15. The terms of this Decree are and shall be binding upon the present and future representatives, agents, directors, officers, assigns and successors of Defendant in their capacities as representatives, agents, directors and officers of Defendant, and not in their individual capacities.

16. When this Decree requires the submission by Defendant of reports, certifications, notices or other materials to the EEOC, they shall be mailed to Attorney Gordon Waldron, Equal Employment Opportunity Commission, 500 West Madison Street, Suite 2800, Chicago, Illinois, 60661. When this Decree requires submission by the EEOC of materials to Defendant, they shall be mailed to Wessels & Pautsch, P.C., c/o Attorney Frank A. Gumina, 330 East Kilbourn Avenue, Suite 1475, Milwaukee, WI 53202.

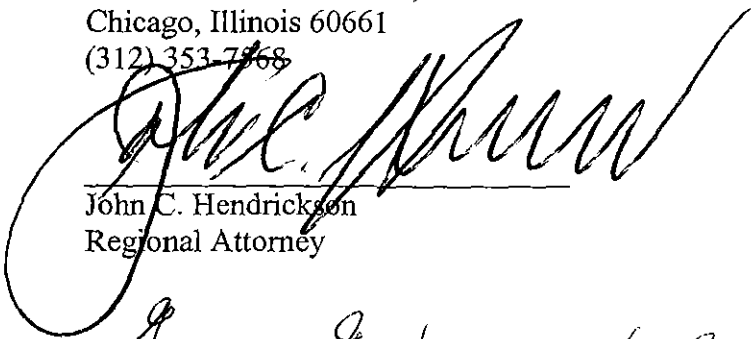
ENTERED

For the Equal Employment Opportunity Commission
1801 L Street, N.W.
Washington, D.C. 20507

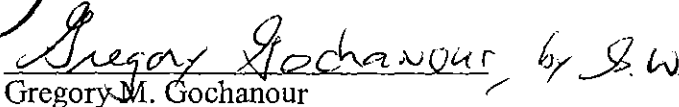
Nicholas M. Inzeo
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Gwendolyn Young Reams
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500 West Madison Street, Suite 2800
Chicago, Illinois 60661
(312) 353-7868



John C. Hendrickson
Regional Attorney



Gregory M. Gochanour, by J.W.
Supervisory Trial Attorney

Gordon Waldron

Gordon Waldron
Senior Trial Attorney

Frank A. Gumina 3/18/03

For MTP Enterprises, Ltd.
By Frank A. Gumina, Esq.
Wessels & Pautsch, P.C.
330 East Kilbourn Avenue, Suite 1475
Milwaukee, WI 53202
(414) 291-0600

Suzanne B. Conlon
Judge Conlon

Date: 3/20/03

EXHIBIT A

WAIVER AND RELEASE AGREEMENT

I, Wayne Nelson, for and in consideration of the sum of \$11,000.00, minus the employee's share of all lawful withholdings, payable to me pursuant to the terms of the Consent Decree entered by the Court in EEOC et al. v. MTP Enterprises, Ltd., d/b/a H & M Limousine Service, Inc., (N.D. Ill.), on behalf of myself, my heirs, assigns, executors and agents, do hereby forever release, waive, remise, acquit, and discharge MTP Enterprises, Ltd., d/b/a H & M Limousine Service, Inc., and all of its past and present shareholders, officers, agents, employees, and representatives, as well as all successors and assignees, from any and all claims and causes of action of any kind which I now have or ever have had under the Age Discrimination in Employment Act, 29 U.S.C. § 621, *et seq.*, or for age discrimination under the Illinois Human Rights Act, as a result of or arising from the subject matter and claims which were or which could have been asserted in the above case. Nelson represents and certifies that he has carefully read and fully understands all of the provisions and effects of this Agreement, that Nelson is voluntarily entering into this Agreement, and that neither MTP Enterprises, Ltd. nor its attorneys made any representations concerning the terms or effects of this Agreement other than those contained herein. Nelson further acknowledges, represents and certifies as follows:

- a. that this Agreement is written in a manner calculated to be understood by Nelson, and that in fact Nelson fully understands all the terms and effects of this Agreement;
- b. this Agreement specifically refers to a waiver of rights and claims under the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621 *et seq.*;

- c. by executing this Agreement Nelson is not waiving rights or claims that may arise after the date he signs this Agreement;
- d. under this Agreement Nelson is waiving rights and/or claims for consideration in addition to anything of value to which he already is entitled;
- e. Nelson is advised to consult with an attorney of his choice, and at his own expense, prior to executing this Agreement; and
- f. Nelson has been given a reasonable period of time within which to consider the terms and effects of this Agreement.

Dated: _____

Wayne E. Nelson, individually