



5. On October 19, 1999, Thomas filed EEOC Charge No. 210A00227, which alleged disability discrimination in violation of the Americans with Disabilities Act, 42 U.S.C. §12101 et seq. ("ADA");

6. On September 5, 2002 the EEOC filed EEOC v. UPS, Case Number 02 C 6305, on behalf of Thomas in the United States District Court for the Northern District of Illinois ("lawsuit");

7. UPS has denied any liability to Thomas or the EEOC and EEOC has denied the validity of UPS's defenses to the lawsuit; and

8. EEOC, UPS and Thomas have engaged in comprehensive settlement negotiations, and as a result of having engaged in these negotiations, the parties have agreed that this action should be finally resolved by entry of this Settlement Agreement (hereafter "Settlement"). This Settlement fully and finally resolves any and all issues and claims arising out of the Complaint filed by the EEOC in this action.

#### **Agreements of the Parties**

9. **Non-admission**

Nothing contained in this Settlement shall be construed as an admission with respect to any of the claims or defenses of the suit.

10. **Monetary Relief for Charging Party**

UPS will pay Thomas the total sum of one hundred forty-nine thousand nine hundred ninety-nine dollars (\$149,999.00), in the following manner: (i) UPS will issue one check payable to Thomas in the gross amount of seventy-four thousand nine hundred ninety-nine dollars and fifty cents (\$74,999.50), minus all applicable federal, state and local withholdings for which UPS employees are typically liable; and (ii) UPS will issue a second check payable to

Thomas in the amount of seventy-four thousand nine hundred ninety-nine dollars and fifty cents (\$74,999.50). The EEOC agrees that this latter amount covers non-wage compensation. UPS will issue to Thomas a Form W-2 for the gross amount of seventy-four thousand nine hundred ninety-nine dollars and fifty cents (\$74,999.50) and a Form 1099 for the gross amount of seventy-four thousand nine hundred ninety-nine dollars and fifty cents (\$74,999.50). The total settlement includes all attorneys fees and costs incurred and EEOC waives any claim for attorneys fees. These checks shall be made available to Thomas at the offices of UPS's counsel, John Klages within 15 days of receipt by Mr. Klages of a signed original of both this Settlement and the Release Agreement attached as Exhibit A. UPS may obtain written confirmation of receipt of the checks from Thomas.

11. Dismissal of Lawsuit

EEOC agrees that the lawsuit it filed on behalf of Thomas will be dismissed with prejudice and without costs or attorneys' fees to either party. The parties agree that signed copies of the Stipulation to Voluntary Dismissal by Plaintiff attached as Exhibit B, the proposed dismissal Order (Exhibit C) and this Settlement shall all be filed at one time with the Court.

12. Unemployment Benefits

UPS agrees that it will not contest any application by Thomas for unemployment benefits from the State of Illinois.

13. Reference

UPS agrees to have the reference letter attached as Exhibit D signed by a Human Resources Manager from its Metro Chicago District and to provide the letter to Thomas.

14. Governing Law

To the extent that state laws are applicable in construing and enforcing this Settlement

Agreement, it shall be construed and enforced pursuant to the laws of the State of Illinois as to substance and procedure, including all questions of conflicts of laws.

15. Counterparts

This Settlement Agreement may be signed in single or separate counterparts, each of which shall constitute an original.

For the EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION

1801 L Street, N.W.  
Washington, D.C. 20507

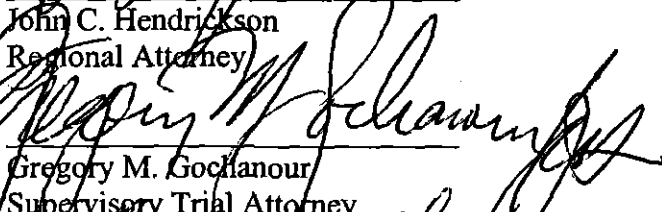
James Lee  
Deputy General Counsel

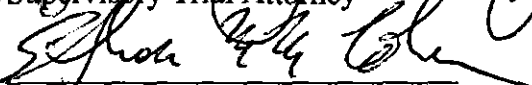
Gwendolyn Young Reams  
Associate General Counsel

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION

500 West Madison Street  
Suite 2800  
Chicago, Illinois 60661  
(312) 353-7569

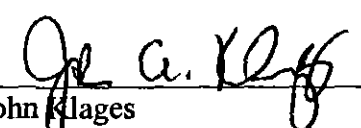
  
John C. Hendrickson  
Regional Attorney

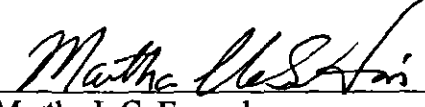
  
Gregory M. Gochanour  
Supervisory Trial Attorney


  
Ethan M. M. Cohen  
Trial Attorney

DATE: 8/21/03

For United Parcel Service:

  
John Klages  
Quarles & Brady LLC  
500 W. Madison, #3700  
Chicago, IL 60661

  
Martha I. C. Escandon  
District Human Resources Manager  
UPS  
1400 S. Jefferson St.  
Chicago, IL 60607

  
Bill Stovall, Esq.  
UPS  
55 Glenlake Parkway, N.E.  
Atlanta, GA 30328

DATE: 8/27/03

# **EXHIBIT A**

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

<b>EQUAL EMPLOYMENT OPPORTUNITY</b>	)	
<b>COMMISSION,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	<b>Case No. 02 C 6305</b>
<b>v.</b>	)	
	)	<b>Judge St. Eve</b>
<b>UNITED PARCEL SERVICE, INC.,</b>	)	
	)	
<b>Defendant.</b>	)	
	)	
	)	
<hr style="border: 0.5px solid black;"/>		

**RELEASE AGREEMENT**

I, Chuck Thomas, for and in consideration of the gross sum of one hundred forty-nine thousand nine hundred ninety-nine dollars (\$149,999.00), payable to me pursuant to the terms of the Settlement Agreement between United Parcel Service ("UPS") and the United States Equal Employment Opportunity Commission ("EEOC") in the above captioned case, on behalf of myself, my heirs, assigns, executors, and agents, do hereby forever release, waive, remise, acquit, and discharge UPS, and all past and present shareholders, officers, agents, employees, and representatives of UPS, as well as all successors and assignees of UPS, from any and all claims and causes of action of any kind which I now have or ever have had under Title I of the Americans with Disabilities Act, 42 U.S.C. § 12101 *et. seq.*, including all claims which were or which could have been asserted in EEOC v. United Parcel Service, 02 C 6305 (N.D. Ill.), and any and all claims for retaliation, termination and denial of accommodation based on any event prior to and including the date of this release. I understand that the total settlement amount includes all attorneys fees and costs I may have incurred.

I further state that I have read and understand the Settlement Agreement between the EEOC and UPS and agree that the facts recited therein are true and accurate.

I further represent and agree that I have carefully read and fully understand all the provisions of this Release and am voluntarily and knowingly entering into the same.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chuck Thomas



# **EXHIBIT B**



# **EXHIBIT C**

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

**EQUAL EMPLOYMENT OPPORTUNITY )  
COMMISSION, )  
 )  
                                  **Plaintiff,** )  
 )  
v. )  
 )  
**UNITED PARCEL SERVICE, INC.,** )  
 )  
                                  **Defendant.** )  
 )  
 )  
\_\_\_\_\_ )**

**Case No. 02 C 6305  
Judge St. Eve**

**ORDER OF DISMISSAL**

In accordance with the Settlement Agreement attached hereto and incorporated herein by reference, it is hereby ordered that this cause and the same is hereby dismissed with prejudice and without the assessment of costs or attorneys' fees against any party. All further dates are stricken.

Date: \_\_\_\_\_

ENTER:

\_\_\_\_\_  
Honorable Amy J. St. Eve

# **EXHIBIT D**



**United Parcel Service** 1400 South Jefferson Street, Chicago, IL 60607  
(800) 742-5877

August 1, 2003

To Whom It May Concern:

Chuck R. Thomas was employed by United Parcel Service, Inc. from February 1, 1982 to July 18, 2003. Mr. Thomas performed his duties in a satisfactory manner for UPS and his employment ended on July 18, 2003 due to a lack of available work for him. At the time of his termination, Mr. Thomas held the position of feeder driver (Tractor-trailer unit). If necessary, the date of Mr. Thomas' employment may be verified by calling United Parcel Service's Reference Service at (770) 419 - 4184.

Sincerely,

A handwritten signature in black ink, appearing to read "Martha I. C. Escandón".

Martha I. C. Escandón  
District Human Resources Manager  
Metro Chicago District