

IN THE UNITED STATES DISTRICT COURT
 FOR THE DISTRICT OF MARYLAND

FILED _____ ENTERED _____
 LODGED _____ RECEIVED _____

FEB 14 2002

AT GREENBELT
 CLERK U.S. DISTRICT COURT
 DISTRICT OF MARYLAND DEPUTY

EQUAL EMPLOYMENT OPPORTUNITY)
 COMMISSION)
)
)
)
 v.)
)
)
 MILLS-RUSSELL, INC.)

BY
) CIVIL NO. DKC 01 2209

JOINT STIPULATION OF DISMISSAL

IT IS HEREBY AGREED AND STIPULATED, by and between the undersigned counsel for the parties herein, and pursuant to the terms of the parties' Mutual Release and Settlement Agreement, (Exhibit A, attached), that the above-captioned action be dismissed in its entirety with prejudice and with each side to bear its own attorneys' fees and costs.

Respectfully submitted,

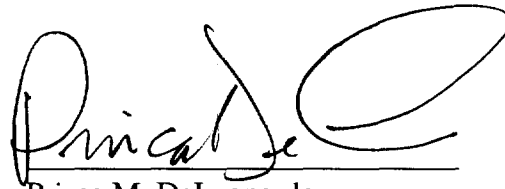
Michael Broderick
 FOR DEFENDANT: *B/PPD*
 Michael Broderick, Esq.
 Donovan & Broderick, P.C.
 Colewood Centre
 10801 Lockwood Drive
 Suite 130
 Silver Spring, MD 20901

FOR PLAINTIFF:
 Gwendolyn Young Reams
 Assistant Deputy General Counsel
Gwendolyn Young Reams
 Barbara Dougherty
 Assistant General Counsel

Barbara Brice Brown
 Barbara Brice Brown
 Supervisory Trial Attorney
 Federal Bar #13861

" *Approved* " this 14th day of
Feb, 2002.

Deborah K. Chasanow
 DEBORAH K. CHASANOW
 United States District Judge

A handwritten signature in black ink, appearing to read "Prisca M. DeLeonardo". The signature is written in a cursive style with a large, prominent "P" and "D".

Prisca M. DeLeonardo
Senior Trial Attorney

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
1400 L Street N.W.
Suite 200
Washington, D.C. 20005
(202)275-6683

February 11, 2002

FROM : MILLS-RUSSELL, INC

PHONE NO. : 301552643

Feb. 08 2002 11:50AM P2

-2-07-2002 1:04PM

FROM 301 663 1925

P.2

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

WHEREAS, the Equal Employment Opportunity Commission has filed a Complaint in the United States District Court for the District of Maryland in the matter of *Equal Employment Opportunity Commission v. Mills-Russell, Inc.*, Civil Action No. DKC 01CV22209, seeking relief under Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991 to correct alleged unlawful employment practices and to provide appropriate relief to Carl Dixon, who was allegedly affected by such practices; and

WHEREAS, Mills-Russell, Inc. has answered the Complaint and has denied all of the allegations of alleged violations as set forth therein; and

WHEREAS, the Equal Employment Opportunity Commission and Mills-Russell, Inc. have reached an agreement to fully and finally resolve the disputed issues raised in this litigation in order to avoid the costs and uncertainties of the litigation process;

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth below, the parties enter into this Mutual Release and Settlement Agreement:

1. Mills-Russell, Inc. agrees to pay the total sum of Fifteen Thousand Dollars (\$15,000.00) directly to Carl Dixon. It is understood that payment of this sum is for the release of certain claims of Carl Dixon, as outlined in a separate, general release between Carl Dixon and Mills-Russell, Inc., one of which is a claim arising under Title VII of the Civil Rights Act. In return for the payment of this sum, the Commission agrees to a full and final release of all claims arising under Title VII of the Civil Rights Act of 1964 raised in the above-referenced Complaint and it is understood that Carl Dixon, after consultation with counsel, has released certain claims as outlined in a separate, general release between Carl Dixon and Mills-Russell, Inc. The obligations of Mills-Russell, Inc. under this Mutual Release and Settlement Agreement are expressly conditioned and dependent upon the acceptance of their payment by Carl Dixon and Carl Dixon's execution of a full and final release of all claims in favor of Mills-Russell, Inc.
2. Mills-Russell, Inc. agrees to post a copy of the attached U.S. Equal Employment Opportunity Commission "Notice to Employees" in a conspicuous place in its business facility where other Notices to Employees are customarily posted and will maintain that Notice for one (1) year from the date of final execution of this agreement.
3. Mills-Russell, Inc. will conduct training for all of its current employees regarding the legal prohibitions on discrimination and specifically on the issues of harassment and derogatory abuse, on the basis of race, sex, national origin, religion, color, age and disability pursuant to Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, as amended, the Equal Pay Act of 1963

Exhibit "A"

FROM : MILLS-RUSSELL INC

PHONE NO. : 3018560043

Feb. 08 2002 11:52AM P3

3-07-2002 1:05PM

FROM 301 663 1506

P. 3

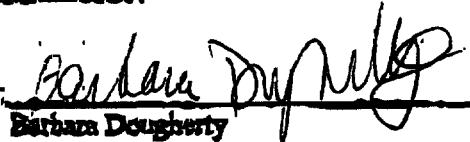
and Title I of the Americans with Disabilities Act of 1990. Within ninety (90) days of this agreement, Mills-Russell, Inc. will report the names of the individual or company who will be conducting the training, the tentative dates the training is to take place and the manner in which the training will be conducted. Within six (6) months of the execution of this agreement, Respondent will report the final dates, places and times that the training will take place. Mills-Russell, Inc. will also report the total cost of the training. Mills-Russell, Inc. will provide copies of the training materials used. The training should be completed within one year of the date the final dates were reported. The designated representative to receive the notice required under this paragraph is Prista M. DeLeonardo, Senior Trial Attorney, U.S. Equal Employment Opportunity Commission, Washington Field Office, 1400 L Street N.W., Suite 200, Washington, D.C. 20005, (202)275-6653.

4. The Equal Employment Opportunity Commission agrees to enter into a voluntary Stipulation of Dismissal with prejudice of the pending lawsuit in the United States District Court for the District of Maryland, *Equal Employment Opportunity Commission v. Mills-Russell, Inc.*, Civil Action No. DKC 01CV2209.
5. The parties to this agreement acknowledge that this settlement represents compromise of a disputed claim against Mills-Russell, Inc. for which liability is expressly denied and shall not be construed as an admission by Mills-Russell of any discriminatory practice nor as a waiver by the Commission of any contentions of discrimination.

Witness

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

By:



Barbara Dougherty
Assistant General Counsel

Witness



MILLS-RUSSELL, INC.

By:



William Bulka
Vice President