

CLOSED

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

U.S. DISTRICT COURT
JUL 16 AM '02
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

v.

ARAMARK SERVICES, INC.

Defendant.

Case No. 01-40202

Hon. Paul V. Gadola

Magistrate Pepe

ADELE RAPPORT (P44833)
ROBERT K. DAWKINS (P38289)
TAMMY C. KLEIN (60256)
Equal Employment Opportunity Commission
477 Michigan Ave. Room 865
Detroit, Michigan 48226
(313) 226-5673

ROSALIE HARRISON (P56531)
BUTZEL LONG, P.C.
150 W. Jefferson Avenue
Suite 900
Detroit, Michigan 48226
(313) 983-7426

**JOINT STIPULATED DISMISSAL WITH PREJUDICE
AND CONSENT DECREE**

This Joint Stipulated Dismissal with Prejudice and Consent Decree ("Decree") is entered into between the UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (the "Commission"), 477 Michigan Avenue, Room 865, Detroit, Michigan 48226, and ARAMARK SERVICES, INC., a Delaware corporation, with its principal place of business in Philadelphia, Pennsylvania ("ARAMARK").

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AGREEMENT

The provisions of this Decree will apply only to the ARAMARK food service account located at the Ford Motor Company Diagnostics Center, Dearborn, Michigan, and the employees assigned to that account, and/or those individuals with management responsibility for that account. ARAMARK acknowledges that nothing in this Decree relieves it from compliance with all applicable requirements of law, including, but not limited to, laws prohibiting discrimination on the basis of sex, including sexual harassment. ARAMARK acknowledges that it will continue to comply with such laws.

JURISDICTION AND VENUE

1. The Commission is the agency of the United States vested with the authority to investigate and prosecute alleged claims of discrimination under the Federal Anti-Discrimination Statutes, including Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000 (e), as amended.

2. At all times relevant to the institution of this lawsuit, and for the purposes of this lawsuit, ARAMARK acknowledges that it was an employer within the meaning of Title VII, continuously employing more than fifteen (15) employees and participating in commerce in the State of Michigan, City of Dearborn.

FINAL DISPOSITION

The Commission and ARAMARK, via this Decree, hereby stipulate, through their counsels of record, to the dismissal with prejudice of the above captioned matter in its entirety, without costs and/or attorneys' fees to either party. As a result, this Decree forever and absolutely resolves all matters, claims and issues for relief of any kind and nature relating to the Charge of Discrimination, as amended, Charge Number 230A01278, filed by Terralynn Gaither against ARAMARK, and Thomasina Jackson. The parties are unaware of any other alleged similarly situated individuals. In

addition, this Decree forever and absolutely resolves all claims arising out of issues raised by the Complaint in the above captioned matter as between the Parties to this lawsuit.

NON-ADMISSION OF LIABILITY

ARAMARK denies all allegations set forth in the Complaint filed by the EEOC along with any and all inferences of wrongdoing, and neither its consent to the entry of this Decree, nor any of the terms or conditions set forth herein, shall constitute an adjudication or finding on the merits of the case or be construed as an admission of liability, wrongdoing, guilt, and/or violation of federal law or any law against Terralyn Gaither, Thomasina Jackson, or any other alleged similarly situated individuals.

AFFIRMATIVE RELIEF

To avoid the costs associated with continued litigation, ARAMARK agrees to make a settlement payment in the total amount of Six Thousand Dollars and No Cents (\$6,000.00) made payable as follows: (1) Three Thousand Dollars and No Cents (\$3,000.00) to Terralynn Gaither and (2) Three Thousand Dollars and No Cents (\$3,000.00) to Thomasina Jackson. These payments will be made to Terralynn Gaither and Thomasina Jackson pursuant to the terms of the executed Confidential Settlement and Release Agreements. The payments will be paid directly to Terralynn Gaither and Thomasina Jackson, with a copy of the check sent to Adele Rapport, Regional Attorney, Equal Employment Opportunity Commission, 477 Michigan Avenue, Room 865, Detroit, Michigan 48226, within ten (10) days after the filing of this Decree.

NON-DISCRIMINATION and NON-RETALIATION

ARAMARK acknowledges that it is required to continue to comply with the provisions of Title VII of the Civil Rights Act of 1964, as amended. ARAMARK further acknowledges that such

compliance requires it to continue to embrace a policy prohibiting retaliation against any of its employees who engage in protected activities under Title VII including, but not limited to, any employee who participated or cooperated in the investigation and the prosecution by the Commission of the above captioned matter. Nothing in this acknowledgement imposes obligations upon ARAMARK that are not already mandated by Title VII of the Civil Rights Act of 1964, as amended and the terms of the Decree. Nothing in this acknowledgment shall be used as an independent basis for liability for activities unrelated to and outside the scope of the subject matter of this litigation and the terms of the Decree.

TRAINING AND POSTINGS

On or before December 31, 2002, ARAMARK agrees to provide training to its management staff with responsibility for the food service account at the Ford Motor Company Diagnostics Center regarding the prohibition against sexual harassment in the workplace under Title VII of the Civil Rights Act of 1964, as amended. ARAMARK agrees to submit a statement to the Commission, through Commission counsel of record, Tammy Klein and/or her successor, confirming that it provided such training and providing a list of the individuals who attended the training.

ARAMARK further acknowledges that it will continue to post its policy against sexual harassment and any amendments thereto in at least one (1) conspicuous place at its food service account at the Ford Motor Company Diagnostics Center. A copy of this policy is attached to this Decree as Exhibit 1. ARAMARK acknowledges that it is its practice to post such a policy at its active accounts. ARAMARK further acknowledges that it is also its practice that should any posted copies of this policy become defaced, marred or otherwise made unreadable, ARAMARK will re-post a readable copy of its policy as soon as practical thereafter. In addition, ARAMARK acknowledges that it is required to continue to post all employment discrimination notices as

required by applicable law at all times.

DURATION OF AGREEMENT AND RETENTION OF JURISDICTION

This Consent Decree shall remain in effect until December 31, 2002. The Commission and ARAMARK agree that this Court shall retain jurisdiction and will have all available equitable powers, including injunctive relief, to enforce this Decree. Upon motion of either party, the Court may schedule a hearing for the purpose of reviewing compliance with this Decree. 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) days before moving for such review.

ALLOCATION OF COST

The Parties agree to pay their respective costs and attorneys' fees associated with the drafting and enforcement of this Decree.

SEVERABILITY CLAUSE

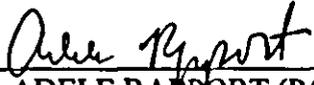
If any provision of this Decree is found to be unenforceable by a court, only the specific provision in question shall be affected and the other enforceable provisions shall remain in full force and effect.

ENTIRE DECREE

This Decree constitutes the entire Joint Stipulated Dismissal With Prejudice and Consent Decree of the parties. However, nothing in this Decree and/or this paragraph shall prevent the parties from entering into and enforcing the terms of additional agreements related to this settlement. Such additional agreements must be mutually agreed upon in writing and signed by the parties hereto. In addition, any modifications to this Decree must also be mutually agreed upon in writing

and signed by the parties hereto.

**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION**


By: ADELE RAPPORT (P44833)
Its: Regional Attorney

ARAMARK SERVICES, INC.


By: Steve Dunmore
Its: Regional Vice President

AGREEMENT AS TO FORM:


TAMMY KLEIN (P60256)
477 Michigan Ave., Room 865
Detroit, Michigan 48226
(313) 226-5673


ROSALIE HARRISON (P56531)
150 W. Jefferson Avenue
Suite 900
Detroit, Michigan 48226
(313) 983-7426

The foregoing Consent Decree is approved and adopted as the Order and Judgment of the Court this 5TH day of JULY, 2002.


HONORABLE PAUL V. GADOLA
United States District Judge