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ORIGINAL

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

AMMEX, INC.,

Defendant.

Case No. 03-73830

Hon. George E. Woods

U.S. DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION
EXHIBIT A
04 JUL -8 A9:16

FILED

ADELE RAPPORT (P44833)
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OMAR WEAVER (P58861)
EQUAL EMPLOYMENT OPPORTUNITY
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Attorneys for Plaintiff
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TIMOTHY H. HOWLETT (P24030)
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Attorneys for Defendant
500 Woodward Avenue - Suite 4000
Detroit, MI 48226

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into between Plaintiff, the United States Equal Employment Opportunity Commission ("the Commission") and Defendant, Ammex, Inc. ("Ammex").

1. The Commission commenced the above entitled action in the United States District Court for the Eastern District of Michigan, Southern Division, on September 29, 2003, alleging that Ammex engaged in discriminatory employment practices in violation of the Americans with Disabilities Act ("ADA") by failing to reasonably accommodate the Charging Party, Deborah Chase ("Chase"), a qualified individual with a disability, and

laying her off work because of her disability and her need for an accommodation.

2. Ammex denies all allegations in the Complaint, including any allegation that it discriminated against or failed to accommodate Chase.
3. As a result of settlement discussions, the Commission and Ammex have resolved their differences and have agreed that this action should be settled by entry of this Agreement. It is the intent of the parties that this Agreement be a final and binding settlement in full disposition of any and all claims alleged against Ammex or which might have been alleged against Ammex in the Complaint filed on behalf of Charging Party Deborah Chase.

NON-ADMISSION

4. This , being entered with the consent of the Commission and Ammex, shall not constitute an adjudication or finding on the merits of the case and shall not be construed as an admission by Ammex of a violation of the Americans with Disabilities Act.

NON-DISCRIMINATION

5. Ammex, its officers, agents, employees, successors, assigns and all persons in active concert or participation with them or any of them shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. §12101, *et seq.*, with regard to discrimination on the basis of disability as defined by the Act.

NON-RETALIATION

6. Ammex shall not take any action against any person which constitutes intimidation, retaliation, harassment or interference with the exercise of such person's rights under federal law because of the filing of charges of discrimination with the Commission,

which forms the basis for the present case, or because such person gave testimony or assistance or participated in any manner in any investigation or proceeding in connection with this case under the ADA.

MONETARY COMPENSATION

7. Ammex shall pay to Deborah Chase the settlement amount of \$16,400.00, less any applicable state and federal withholding taxes. This monetary compensation shall be paid in one check made payable to Deborah Chase, 1301 W. Warren, Apt. 1A, Detroit, MI 48201. Ammex shall mail full payment to Deborah Chase by certified mail within ten (10) days after the execution of this Agreement. Within thirty (30) days of this payment, Ammex shall send a photocopy of the check sent to Deborah Chase, along with a photocopy of the certified mail receipt, to the Commission's attorney of record.

SENIORITY

8. Chase shall have a seniority date of December 2, 1999, which is her original date of hire.

TRAINING

9. Ammex agrees to provide mandatory training on the ADA to managers and supervisors, which will include disability awareness and sensitivity training. The training will take place at Ammex's Ambassador Bridge location. It will focus on the requirements of the ADA, including, an employer's duty to provide reasonable accommodations to qualified individuals with disabilities and the ADA's requirement that employers not discriminate against individuals with respect to any terms, conditions, opportunities or privileges of employment or otherwise affect his or her employment status on the basis of disability as defined by the Act. The training shall be completed within three (3) months after the

execution of this Agreement. Upon completion of the training, Ammex shall certify to the Commission the specific training which was undertaken and the dates of the training and shall provide the Commission with a roster of all employees who attended such training.

POSTING OF NOTICE

10. Ammex agrees that it shall post a copy of the Notice attached as Exhibit B in a conspicuous location where employee notices are posted at the Ambassador Bridge location. The notice shall be posted for two (2) years from the date this Agreement is filed with the Court. Should the posted notice become defaced, marred or otherwise made unreadable, Ammex agrees to post a readable copy of the notice as soon as practical thereafter.

DURATION

11. The injunctive provisions of this judgement shall remain in full force and effect for two (2) years and shall expire at the second anniversary of the date that this Agreement is filed with the Court.

DISPUTE RESOLUTION AND COMPLIANCE

12. The Court shall retain jurisdiction and will have all available equitable powers, including injunctive relief, to enforce this Agreement. Upon motion of either party, the Court may schedule a hearing for the purpose of reviewing compliance with this 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) days before moving for such review. All parties may conduct expedited discovery under

the Federal Rules of Civil Procedure for purposes of determining compliance with this Agreement or defending against a claim of non-compliance, with fifteen (15) business days notice for depositions, entry to premises and access to documents and, with fifteen (15) business days for responses to written discovery.

MISCELLANEOUS

13. All parties shall bear their own costs and expenses of litigation, including attorney fees.
14. This Agreement constitutes the entry of final judgment, within the meaning of Rule 54 of the Federal Rules of Civil Procedure, on all claims asserted in or which might have been asserted in this action. This court retains jurisdiction over this matter, however, for the purpose of entering appropriate orders interpreting and enforcing this judgment.
15. If any provision(s) of this Agreement is 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.
16. The terms of this Agreement are and shall be binding upon the present and future owners, officers, directors, employees, creditors, agents, trustees, administrators, successors, representatives, and assigns of Ammex.
17. The Commission reserves all rights to proceed with respect to matters like and related to these matters but not covered by the terms of this Agreement and to secure relief on behalf of aggrieved persons not covered by the terms of this Agreement.
18. This Settlement Agreement constitutes the entire agreement and commitments of the parties. Any modifications to this Agreement must be mutually agreed upon and memorialized in a writing signed by Ammex and the Commission.

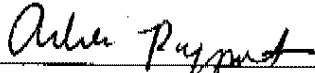
19. When this Agreement requires or permits the submission by Ammex of any documents to the Commission, if not otherwise indicated in the Agreement, they shall be mailed by certified mail to Adele Rapport, Regional Attorney, EEOC, Detroit District Office, 477 Michigan Avenue, Room 865, Patrick V. McNamara Building, Detroit, Michigan 48226.
20. Both parties request that this Court approve this Agreement and, pursuant to Fed. R. Civ. P. 41(a)(2), dismiss this case with prejudice, assign the costs of this action incurred by each of the respective parties to each such party, and reserve jurisdiction only as necessary to enforce this Agreement.

**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION**

ERIC S. DREIBAND
General Counsel

JAMES L. LEE
Deputy General Counsel

GWENDOLYN YOUNG REAMS
Associate General Counsel


ADELE RAPPORT (P44833)
Regional Attorney

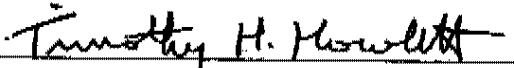
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Dated: 7/7/04

AMMEX, INC.

By: DICKINSON WRIGHT P.L.L.C.


TIMOTHY H. HOWLETT (P24030)
Attorneys for Defendant
500 Woodward Avenue - Suite 4000
Detroit, MI 48226

Dated: 7/2/04

EXHIBIT B

NOTICE TO ALL EMPLOYEES

The ADA prohibits discrimination against any employee on the basis of disability with regard to any term or condition of employment including hiring, layoff, recall, promotion, discharge, pay and fringe benefits or in retaliation for the opposition to unlawful employment practices.

The United States Equal Employment Opportunity Commission is the federal agency which investigates charges of unlawful employment discrimination and, if necessary, files lawsuits in federal court to enforce the anti-discrimination provisions of the ADA. Any employee who believes that he/she is the victim of discrimination or retaliation has the legal right to file a charge of discrimination with the U.S. Equal Employment Opportunity Commission.

Ammex Detroit supports and will comply with this federal law in all respects. Ammex Detroit will not take any action against any employees because they have exercised their rights under the ADA.

Dated

Ammex Detroit