

CLOSED

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

v.

CENTRAL CORPORATE CREDIT
UNION,

Defendant.

Civil Action No.: 02-73913

Honorable Nancy G. Edmunds

Magistrate Judge Capel



FILED

OCT 24 2002

CLERKS OFFICE
U.S. DISTRICT COURT
EASTERN MICHIGAN

ADELE RAPPORT (P44833)
ROBERT K. DAWKINS (P38289)
DALE PRICE (P55578)
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
Attorneys for Plaintiff
477 Michigan Avenue, Room 865
Detroit, Michigan 48226
(313) 226-7808

THOMAS BOWEN (P27618)
BOWEN, RADABAUGH, MILTON &
BROWN, P.C.
Attorneys for Defendant
4967 Crooks Road, Suite 150
Troy, Michigan 48098
(248) 641-8000

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U.S. DIST. COURT
EAST. DIST. MICHIGAN
DETROIT
Pawnee

SETTLEMENT AGREEMENT

This Settlement Agreement and Order of Dismissal ("Agreement") is entered into this 30th day of September, 2002 between Central Corporate Credit Union ("Defendant" or "CenCorp") and the United States Equal Employment Opportunity Commission ("the "Commission").

WHEREAS, the Commission commenced this action on September 30, 2002, Civil Action No. 02-73913, in the United States District Court for the Eastern District of Michigan, Southern Division, alleging that the Defendant engaged in unlawful employment practices against Jacqueline

Larkins by discriminating against her on the basis of her disability, in violation of the Americans with Disabilities Act ("ADA") of 1990, as amended.

WHEREAS, as a result of settlement discussions, the Commission and the Defendants have resolved their differences and have now reached an agreement providing for a settlement of all issues in this action. This Agreement resolves any and all claims alleged against the Defendant or which might have been alleged by the Commission based on the charge of Jacqueline Larkins, Charge No. 230-A1-0899. The Commission shall dismiss the Lawsuit with prejudice and shall not sue Defendant for any claims raised or any claims that could have been raised by the Commission based on the charge of Jacqueline Larkins, Charge No. 230-A1-0899. All parties understand and agree that Jacqueline Larkins must execute a separate release before payment to her of the funds described in paragraph 8 hereof.

FINAL DISPOSITION

1. This Agreement forever and absolutely resolves all matters, claims and issues for relief of any kind and nature relating to the Charge of discrimination filed by Jacqueline Larkins on April 9, 2001 with the EEOC, being Charge No. 230-A1-0899 and all claims arising out of, or joined with, the issues raised by the Complaint in the above-captioned civil action between the parties to this lawsuit and their privies. This Agreement resolves any and all claims alleged against the Defendant or which might have been alleged by the Commission based on the charge of Jacqueline Larkins, Charge No. 230-A1-0899. The Commission shall dismiss the Lawsuit with prejudice and shall not sue Defendant for any claims raised or any claims that could have been raised by the Commission based on the charge of Jacqueline Larkins, Charge No. 230-A1-0899. All parties understand and agree

that Jacqueline Larkins must execute a separate release before payment to her of the funds described in paragraph 2 hereof.

MONETARY RELIEF

2. The EEOC and CenCorp stipulate and agree that CenCorp will pay the amount of Twenty Thousand (\$20,000) Dollars to Jacqueline Larkins, \$10,000 of said amount representing back pay and \$10,000 representing alleged compensatory damages. Pursuant to this Paragraph, CenCorp, its counsel or its insurer shall issue checks in the amount of \$10,000 and \$10,000 to Larkins. CenCorp shall submit Forms 1099 to Jacqueline Larkins for said backpay and compensatory damage amounts at the end of the calendar year. CenCorp shall mail said checks via certified mail to Jacqueline Larkins 3730 Pasadena, Detroit, Michigan 48238 within ten (10) days of the entry of this Agreement. A copy of the checks and certified mail receipts shall be mailed to the EEOC, addressed to: Adele Rapport, Regional Attorney, 477 Michigan Avenue, Rm. 865, Detroit, Michigan 48226. The Commission shall have the right to monitor compliance with this paragraph through inspection of all documents relating to said disbursement, including but not limited to, a copy of the checks, check stubs, return receipts, letters, and any other documents evincing payment hereunder.

NON-RETALIATION

3. CenCorp, through its directors, officers, agents, servants, successors, assigns and employees, will not retaliate against any person known to them who participated or cooperated in the investigation or prosecution by the EEOC of charge number 230-A1-

0899 filed under the Americans with Disabilities Act of 1990, as amended.

INJUNCTIVE RELIEF

4. CenCorp, 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 of 1990, as amended.

POSTING OF NOTICE

5. CenCorp will post the notification attached hereto as Exhibit A in at least one (1) conspicuous place at its facility within ten (10) days of entry of this Agreement for the duration of said Agreement. Should any posted copies of the Notice become defaced, marred or otherwise made unreadable, CenCorp agrees to immediately post a readable copy of this Notice in the same manner heretofore specified. In addition, CenCorp warrants that it will continue to post all employment discrimination notices as required by applicable law at all times.

TRAINING

6. CenCorp agrees that it shall provide an ADA training program to all of its management and non-management employees, which will include an explanation of the requirements of the federal equal employment opportunity laws. Such training shall be completed not more than three (3) months after entry of this Settlement Agreement. If said training is performed by persons not from the Commission, attendees shall be required to sign an

attendance sheet and the Defendant shall submit to the EEOC a copy of the attendance sheet(s), a list of topics covered and the identity of the trainer(s) within thirty (30) days of completion of the training.

REVISION OF EMPLOYMENT APPLICATION

7. CenCorp agrees to revise its employment application to comply fully with the requirements set forth in Section III of the Conciliation Agreement submitted by the Commission with the Letter of Determination dated March 19, 2002.

NON-ADMISSION OF LIABILITY

- 8 This Court finds that CenCorp has denied all allegations of 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 be construed as an admission of liability, wrongdoing, guilt, and/or violation of federal law.

DURATION OF AGREEMENT

9. For purposes of monitoring compliance with this Agreement with respect to the non-discrimination, non-retaliatory, training and posting provisions, above, and for entry of such further orders or modifications as the Court finds necessary and appropriate, either party may petition the Court to enforce compliance with this Agreement for up to three (3) years after this Agreement is entered.

DISPUTE RESOLUTION AND COMPLIANCE

10. The Court shall retain jurisdiction and will have all available equitable powers, including injunctive relief, to enforce this Settlement Agreement. Upon motion of any party, the Court may schedule a hearing for the purpose of reviewing compliance with the 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.

ALLOCATION OF COSTS

11. Each party will bear its own costs and attorneys fees.

DISSOLUTION OF AGREEMENT

12. It is hereby agreed by and between the EEOC and CenCorp that the Court shall issue an order dismissing the case with prejudice. However, the Court shall retain jurisdiction over this matter for the sole purpose of entering appropriate orders interpreting and enforcing the Settlement Agreement.

The EEOC and CenCorp have consented to this Agreement.

This Agreement is entered this ____ day of _____ 2002.

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

ADELE RAPPORT
Regional Attorney



ADELE RAPPORT (P44833)
Regional Attorney
DETROIT DISTRICT OFFICE
477 Michigan Avenue, Rm. 865
Detroit, MI 48226
(313) 226-3406



Thomas R. Bowen (P27618)
Attorneys for Defendant
BOWEN, RADABAUGH, MILTON & BROWN, P.C.
4967 Crooks Road, Ste. 150
Troy, MI 48098
(248) 641-8000

DATE: 10/3/02

DATE: 9-30-02

The foregoing Agreement is approved and adopted as the Order of the Court this 24 day of OCT, 2002.


HON.
United States District Judge

EXHIBIT A

NOTICE TO ALL EMPLOYEES

This Notice is being posted to inform you of your rights guaranteed by federal law under the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et. seq. ("ADA"), which prohibits discrimination against persons with disabilities. The ADA also prohibits retaliation against employees who engage in protected activity, which includes filing charges of discrimination with the Commission or state administrative agencies, participating in the Commission's investigation process, or otherwise opposing unlawful discrimination. CenCorp guarantees that it will not discriminate against employees with disabilities.

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 and anti-retaliation 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.

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

Dated

CenCorp