

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,	)	
	)	
Plaintiff,	)	CIVIL ACTION NO. 01-73521
	)	
v.	)	HONORABLE
	)	GEORGE CARAM STEEH
	)	
DAIMLER CHRYSLER CORPORATION	)	<u>Exhibit A</u>
	)	
Defendant.	)	

**SETTLEMENT AGREEMENT**

1. Plaintiff, the United States Equal Employment Opportunity Commission ("the Commission"), commenced the above entitled action on September 17, 2001, in the United States District Court for the Eastern District of Michigan, Southern Division, alleging that Defendant DaimlerChrysler Corporation ("DC"), engaged in discriminatory employment practices in violation of Title VII of the Civil Rights Act of 1964 ("Title VII"), as amended, by refusing to provide a reasonable accommodation to the religious practices of Tamika Witherspoon, a Seventh Day Adventist, and by discharging Witherspoon because her religious beliefs conflicted with an employment requirement.
2. As a result of settlement discussions, the Commission and DC have resolved their differences and have agreed that this action should be settled. 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 DC or which might have been alleged against DC in the Complaint filed on behalf of Charging Party Tamika Witherspoon.

**NON-ADMISSION**

3. This Agreement shall not constitute an adjudication or finding on the merits of the case and shall not be construed as an admission by DC of any violation of Title VII or any other law, rule or regulation dealing with or in connection with equal employment opportunities.

**NON-DISCRIMINATION**

4. DC, 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 Title VII, 42 U.S.C. §2000e, *et seq.*, with regard to discrimination on the basis of religion.

**NON-RETALIATION**

5. DC shall not take any action against any person, including but not limited to Charging Party Tamika Witherspoon, which constitutes intimidation, retaliation, harassment or interference with the exercise of such person's rights under Title VII 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 Title VII.

**MONETARY COMPENSATION**

6. DC has paid the sum of \$27,500.00, less applicable withholding taxes, to Tamika Witherspoon, contingent upon Ms. Witherspoon signing a mutually agreeable release and dismissing her state court lawsuit against DC. DC mailed this payment to Ms. Witherspoon's personal attorney, James Brady, on or about July 17, 2002. DC has provided a copy of the check sent to Ms. Witherspoon's personal attorney, along with a photocopy of the certified mail receipt, to the Commission's attorney of record.

**TRAINING AND/OR EDUCATIONAL PROGRAMS**

7. DC agrees that it shall provide a mandatory training program to all Human Resource personnel at its Warren, Michigan facility. The training will focus on the requirements of the federal equal employment opportunity laws, including Title VII of the Civil Rights Act of 1964, as amended. The training may consist of oral, written, on-line and/or video presentations. It must primarily focus on Title VII'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 religion. Specifically, Human Resource personnel shall be trained in providing reasonable accommodation to the religious beliefs of employees.
8. DC shall identify the organization which will be responsible for providing the above-described training. DC agrees to maintain for one (1) year following the training sign in sheets reflecting the name and job title of all individuals participating in this training. Such training shall be completed within one (1) year of the date both parties have signed this Agreement. Upon completion of this training, DC shall certify in writing to the Commission that the specific training was undertaken.

**OTHER RELIEF**

9. DC agrees that it will reasonably accommodate the sincerely held religious beliefs of its employees through its existing policies and procedures under the Elliot-Larsen Civil Rights Act and Title VII to the extent such accommodation would not pose an undue hardship, consistent with the law.

**REQUIRED NOTICES**

10. DC certifies that all required state and federal civil rights notices are posted in a conspicuous location at its Warren, Michigan plant where employee notices are posted.

**DISPUTE RESOLUTION AND COMPLIANCE**

11. The Court will 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 and/or ordering appropriate relief to determine whether the parties have complied with the terms of 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, which shall include attempts to resolve the dispute via non-binding mediation, and shall be required to give notice to each other at least ten (10) days before moving for Court review.

**MISCELLANEOUS**

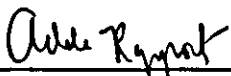
12. Except as expressly provided herein, all parties shall bear their own costs and expenses of litigation, including attorney fees.
13. If any provision(s) of this Agreement is found to be unlawful, only the specific provision(s) in question shall be affected and the other provisions will remain in full force and effect.
14. 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 DC and upon the heirs, successors and assigns of Witherspoon.

- 15. This 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 DC and the Commission.
- 16. When this Agreement requires or permits the submission by DC 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.

**EQUAL EMPLOYMENT OPPORTUNITY  
CORPORATION  
COMMISSION**

NICHOLAS INZEO  
Acting Deputy General Counsel

GWENDOLYN YOUNG REAMS  
Associate General Counsel

  
ADELE RAPPORT (P44833)  
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STANLEY H. PITTS (P33519)  
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DETROIT DISTRICT OFFICE  
Patrick V. McNamara Federal Building  
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Detroit, MI 48226  
(313) 226-3407

Dated: 8/6/02

**DAIMLER CHRYSLER**

By: VARNUM, RIDDERING, SCHMIDT  
& HOWLETT, L.L.P.

  
ANTHONY R. COMDEN (P44958)  
Attorney for Defendant

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Dated: 2/31/02