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

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JUN 22 2004

CLERK'S OFFICE, DETROIT-PSG
U.S. DISTRICT COURT

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

Civil Action No.: 03-73670

v.

Hon. Denise Page Hood
Magistrate Judge Scher

HI-MILL MFG.

Defendant.

ADELE RAPPORT (P44833)
ROBERT DAWKINS (P38289)
TAMMY KLEIN (P60256)
Equal Employment Opportunity
Commission
477 Michigan Avenue, Room 865
Detroit, Michigan 48226
(313) 226-5673

SCOTT PATTERSON (P48552)
ANGELA EMMERLING
BOUFFORD (P59140)
Butzel Long
100 Bloomfield Hills Parkway
Suite 200
Bloomfield Hills, Michigan 48304
(248) 258-1616

FILED
JUN 22 2004
FILED
JUN 30 2004
CLERK'S OFFICE, DETROIT-PSG

CONSENT DECREE

On September 22, 2003, this action was commenced in the United States District Court for the Eastern District of Michigan, Southern Division, by the Equal Employment Opportunity Commission, ("EEOC" or the "Commission") on behalf of Charging Parties, Sharon Hodges and Lynn Ronthj, against Defendant, Hi-Mill Manufacturing, Inc. In its Complaint, the Commission alleged that Hodges and Ronthj, Assistant Group Leaders, were/are paid less than male Assistant Group Leaders, for performing substantially similar work, in violation of the Equal Pay Act of 1967, as amended.

FILED
JUN 30 2004
CLERK'S OFFICE
DETROIT

FINAL DISPOSITION

1. Through this Consent Decree ("Decree"), the Commission, on behalf of Sharon Hodges and Lynn Ronthi ("Hodges and "Ronthi") and Hi-Mill Manufacturing ("Defendant"), desire to forever resolve all issues raised, presented, or joined in Civil Action Number 03-73670 without the burden, expense and potential delay of further litigation of all issues set forth in this lawsuit and intend to be bound by the promises made herein.

STIPULATED FACTS

2. The parties stipulate and agree that the EEOC is the agency of the United States government authorized to investigate allegations of unlawful employment discrimination, to bring civil actions to prohibit unlawful employment practices and to seek relief for individuals affected by the practices complained of in this lawsuit.

3. Hi-Mill Manufacturing is an employer engaged in an industry affecting commerce within the meaning of Section 701(g) and (h) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000e(g) and (h). Hi-Mill had at least fifteen (15) employees for twenty (20) or more calendar weeks during the relevant time period.

4. Pursuant to the EPA, the parties acknowledge the jurisdiction of the United States District Court for the Eastern District of Michigan, Southern Division, over the subject matter and parties to this case for the purpose of entering this Decree, and, if necessary, enforcing the provisions of this Decree.

5. Venue is appropriate in the Eastern District of Michigan, Southern Division. For purposes of this Decree and proceedings related to this Decree only, Hi-Mill agrees that all statutory conditions precedent to the institution of this lawsuit have been fulfilled.

MONETARY RELIEF

6. Hi-Mill agrees to pay Sharon Hodges monetary relief in the amount of \$10,750 and Lynn Ronthi monetary relief in the amount of \$9,250 within ten (10) days of the acceptance and signing of this Decree. Ordinary employment taxes as required by the IRS shall be withheld by Hi-Mill. The funds are to be paid directly to Hodges and Ronthi via Certified Mail at the following addresses: Hodges: 3057 N. Hickory Ridge, Highland, Michigan 48357, and Ronthi: 10187 Nimphie, Fenton, Michigan 48430, 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 of the issuance of the check to Hodges and Ronthi. In addition, both Hodges and Ronthi shall be placed at a rate of \$14.00 per hour, the wage of the comparable male Assistant Group Leader, no later than June 14, 2004. It is hereby understood that the increased rate of pay is also to be in effect for any and all vacation pay and any and all sick pay currently owed to Ronthi and Hodges or that has been paid to Ronthi and Hodges as advanced vacation and/or sick pay.

NON-DISCRIMINATION

7. Hi-Mill Manufacturing, its officers, agents, employees, successors, assigns and all persons in active concert of participation with it, shall comply with the provisions of the EPA, and ensure that female employees and male employees who perform substantially similar work are paid equal wages.

NON-RETALIATION

8. Hi-Mill Manufacturing, through its directors, officers, agents, successors, assigns and employees, will not retaliate against any person known to them who participated or cooperated in

the investigation and prosecution by the EEOC of the Charges of Discrimination filed by Sharon Hodges and Lynn Ronthi under the EPA and Title VII of the Civil Rights Act of 1964, as amended. It is understood that Hi-Mill is currently considering a company-wide re-organization, which may effect all employees, including Ronthi and Hodges.

DISPUTE RESOLUTION AND COMPLIANCE

9. The Parties agree that the United States District Court for the Eastern District of Michigan, Southern Division, 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 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.

POSTING OF NOTICE

10. Hi-Mill Manufacturing will post a mutually agreeable Notice, attached as Attachment A, in at least one (1) conspicuous place in its Highland, Michigan facility, which sets forth an employee's rights regarding the federal anti-discrimination laws. This Notice shall be posted for three (3) years from the entry of this Decree. Should any posted copies of the Notice become defaced, marred or otherwise made unreadable, Hi-Mill agrees to post a readable copy of this Notice in the same manner heretofore specified as soon as practical thereafter. In addition, Hi-Mill warrants that it will continue to post all employment discrimination Notices as required by applicable law at all times.

NON-ADMISSION OF LIABILITY

11. Hi-Mill has denied all allegations set forth in Civil Action Number 03-73630 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, which Hi-Mill Manufacturing expressly denies.

ALLOCATION OF COST

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

SEVERABILITY CLAUSE

13. 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.

TRAINING

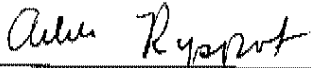
14. Hi-Mill Manufacturing shall provide training on the Equal Pay Act and its requirement that individuals performing substantially similar work be paid equally to Owner, Robert Beard, and the individual holding the position of "Assistant to the President". This training shall take place within one (1) year of the signing and acceptance of this Decree. An outline of the materials presented during the training session(s) shall be sent to Adele Rapport, Regional Attorney, Equal Employment Opportunity Commission, 477 Michigan Avenue, Room 865, Detroit, Michigan 48226.

ENTIRE AGREEMENT

15. This Agreement constitutes the entire agreement and commitments of the parties. Any modifications to this Agreement must be mutually agreed upon in writing and signed by the parties hereto.

DURATION

16. This Agreement shall remain in effect for three (3) years from the date of its signing and acceptance by the Parties.



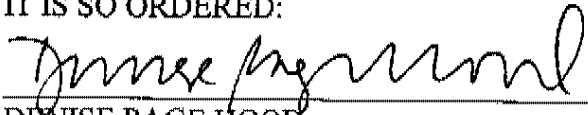
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Respectfully submitted,



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ANGELA EMMERLING
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Suite 200
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IT IS SO ORDERED:



DENISE PAGE HOOD
U.S. DISTRICT COURT JUDGE

JUN 30 2004
DATED