

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



EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

Case No.: 02-71225

v.

Honorable Arthur J. Tarnow

SEARS, ROEBUCK AND CO.

Defendant.

FILED

APR 02 2002

CLERK'S OFFICE
U.S. DISTRICT COURT
EASTERN MICHIGAN

SETTLEMENT AGREEMENT

WHEREAS, this matter was instituted by the Equal Employment Opportunity Commission ("EEOC" or the "Commission"), on behalf of the Charging Party, Gerald Zuehlke ("Charging Party" or "Zuehlke"), under federal law, particularly, the Americans with Disabilities Act, 42 U.S.C. § 12101 et. seq. ("ADA") alleging that Sears, Roebuck and Co. ("Sears") failed to accommodate Gerald Zuehlke;

WHEREAS, the Commission, on behalf of Gerald Zuehlke, and Sears desire to forever resolve all issues raised, presented, or joined in EEOC Case Number 01-71225 without the burden, expense and potential delay of further litigation, including potential appeal, of all issues and related or potential issues and intend to be bound by the promises made herein;

WHEREAS, the parties acknowledge that the Court has subject matter jurisdiction and personal jurisdiction with regard to the captioned litigation and the parties thereto;

WHEREAS, Sears denies all the allegations in the Complaint, including any allegation that it discriminated against or failed to accommodate Gerald Zuehlke; and

3

WHEREAS, 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 the Complaint which commenced this action; and

WHEREAS, the Court having reviewed the pleadings, the statements and representations, of counsel, also finds that the purposes, provisions and protections of law will be promoted and effectuated by entry of this Settlement Agreement.

WHEREAS, it is now AGREED as follows:

1. **FINAL DISPOSITION**

This Settlement Agreement ("Settlement") forever and absolutely resolves all matters, claims and issues for relief of any kind and nature relating to the Charge of Discrimination filed by Gerald Zuehlke and being Charge No. 230-99-1596 and all claims arising out of, joined with or issues raised by the Complaint in the above captioned case as between the parties to this lawsuit and their privies.

AFFIRMATIVE RELIEF

2. Sears agrees to pay Zuehlke monetary relief in the amount of five thousand dollars (\$5,000.00) within ten (10) days of acceptance and signing of this Settlement and receipt of a mutually agreeable release executed by Zuehlke. The funds are to be paid directly to Zuehlke, with a copy of the check sent to Adele Rapport, Regional Attorney, Equal Employment Opportunity Commission, 477 Michigan Avenue, Room 865, Detroit, Michigan 48226.

NON-DISCRIMINATION

3. Sears, its officers, agents, employees, successors, assigns and all persons in active concert

of participation with it, shall comply with the provisions of the American with Disabilities Act.

NON-RETALIATION

4. Sears, 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 the prosecution by the EEOC of Charge Number 230-99-1596 filed under the American with Disabilities Act.

TRAINING

5. Within six (6) months of the signing and entry of this Agreement, Sears shall provide ADA reasonable accommodation training to the supervisors and managers in the Port Huron Sears store as well as individuals who review and/ or approve accommodation requests. Sears shall submit a statement to the EEOC indicating that it provided such training and a list of the individuals who attended the training.

DISPUTE RESOLUTION AND COMPLIANCE

6. In the event of any dispute concerning the terms of, or compliance with this Settlement Agreement, the parties agree that this Court will have jurisdiction over the parties and 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 Settlement. 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 NOTICE

7. Sears will continue to post the attached notice in at least one (1) conspicuous place at its Port Huron Facility, which sets forth employee's rights regarding the federal anti-discrimination

laws. This notice shall be posted for one (1) year. Should any posted copies of the notice become defaced, marred or otherwise made unreadable, Sears agrees to post a readable copy of this notice in the same manner heretofore specified as soon as practical thereafter. In addition, Sears warrants that it will continue to post all employment discrimination notices as required by applicable law at all times.

NON-ADMISSION OF LIABILITY

8. Sears has denied 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 Settlement Agreement, 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 Sears expressly denies.

ALLOCATION OF COST

9. The Parties agree to pay their respective costs and attorneys fees associated with the drafting and enforcement of this Settlement Agreement.

DURATION OF AGREEMENT

10. This Settlement Agreement shall remain in effect for one (1) year from the date it is entered.

SEVERABILITY CLAUSE

11. If any provision of this Settlement 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 AGREEMENT

12. This Settlement 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.

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

SEARS, ROEBUCK AND CO.

Adele Rapport 3/29/02
ADELE RAPPORT
477 Michigan Ave., Room 865
Detroit, Michigan 48226
(313) 226-6701

Steven Strelitz 3/27/02
STEVEN STRELITZ
3333 Beverly Rd., B6-362A
Hoffman Estates, Illinois 60179
(847) 286-4501

ATTACHMENT A

NOTICE

This notice is being posted to inform you of your rights guaranteed by federal law under The Americans with Disabilities Act, 42 U.S.C. §12101 et seq., which prohibits discrimination against any individual because of their disability. In addition, it requires accommodations of individuals with disabilities and prohibits harassment in the workplace based on disability.

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

Sears Roebuck and Co. supports and will comply with this federal law in all respects. Sears will not take any action against any employees because they have exercised their rights under the ADA by complaining about disability discrimination and will not take any action against any employees because they have exercised their rights under the Americans with Disabilities Act.