

ORIGINAL

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

RECEIVED

MAY 9 - 2003  
Clerk's Office  
U.S. District Court  
Ann Arbor, MI

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION,

Case No. 01-60201AA

Plaintiff,

v.

Hon. Marianne O. Battani  
U.S. District Court Judge

TRUMACK ASSEMBLY, L.L.C.,

Defendant.

FILED  
2003 MAY -9 3:32  
U.S. DISTRICT COURT  
ANN ARBOR

ADELE RAPPORT (P44833)  
ROBERT K. DAWKINS (P38289)  
TAMMY C. KLEIN (P60256)  
Equal Employment Opportunity Commission  
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AVERY K. WILLIAMS (P34730)  
Williams Acosta, PLLC  
Attorneys for Defendants  
660 Woodward Ave., Suite 2430  
Detroit, Michigan 48226  
(313) 963-3873

CONSENT DECREE

On September 30, 2001, this matter was commenced by the United States Equal Employment Opportunity Commission (the "Commission") against TruMack Assembly, L.L.C., ("Defendant" or "TruMack") on behalf of the Charging Party, Tonya Edwards ("Charging Party" or "Edwards"). The Commission's Complaint alleged that Edwards was sexually harassed by her supervisor and subjected to a hostile work environment. In addition, the Complaint alleged that Edwards had also been discharged because of her sex and as a culmination of the harassment she had been subjected to by

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her supervisor. TruMack responded to the Complaint and denied all of the substantive allegations regarding alleged discriminatory conduct.

### **FINAL DISPOSITION**

1. Through this Consent Decree, ("Decree") the Commission, on behalf of Tonya Edwards and TruMack Assembly, L.L.C., desire to forever resolve all issues raised, presented or joined in Civil Action Number 01-60201AA, 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. TruMack Assembly 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). TruMack had at least fifteen (15) employees for twenty (20) or more calendar weeks during the relevant time period.

4. Pursuant to Title VII, the Parties acknowledge the jurisdiction of the United States District Court for the Eastern District of Michigan 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, TruMack agrees that all statutory conditions precedent to the institution of this lawsuit have been fulfilled.

**MONETARY SETTLEMENT**

6. TruMack Assembly agrees to pay Tonya Edwards Twenty Thousand Dollars (\$20,000.00), within ten (10) days of the acceptance and signing of this Decree. Payment of all applicable federal, state and local taxes including, but not limited to any FICA and/or Social Security taxes on the monetary amount set forth above shall be the sole responsibility of Edwards. TruMack will issue a Form 1099 to her as required by the IRS. The funds are to be paid directly to Tonya Edwards, via Certified Mail, at 5826 Charles, Detroit, Michigan 48212, with a copy of the check sent to Adele Rapport, Regional Attorney, United States Equal Employment Opportunity Commission, 477 Michigan Avenue, Room 865, Detroit, Michigan 48226.

**NON-DISCRIMINATION**

7. TruMack Assembly, its officers, agents, employees, successors, assigns and all persons in active concert of participation with it, shall comply with the provisions of Title VII of the Civil Rights Act of 1964, as amended, and agree that it will not discriminate against any and all individuals who work for TruMack Assembly.

**NON-RETALIATION**

8. TruMack Assembly, through its directors, officers, agents, successors, assigns and employees, will not retaliate against any person known to it who participated or cooperated in the investigation and civil action by the EEOC of Charge of Discrimination No: 230A01495, filed under Title VII of the Civil Rights Act of 1964, as amended.

**DISPUTE RESOLUTION AND COMPLIANCE**

9. The Parties agree that this Court shall retain jurisdiction and will have all available equitable powers, including injunctive relief, to enforce this Decree. Upon motion of either Party, the Court may schedule a hearing for the purpose of reviewing compliance of 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. If such review is deemed necessary by either Party, discovery will be conducted in an expedited fashion. More specifically, documents and other discovery materials shall be exchanged amongst the Parties within five (5) days of Notice.

**POSTING OF NOTICE**

10. TruMack Assembly shall post a mutually agreeable Notice, attached as Attachment A, in at least one (1) conspicuous location at its Detroit, Michigan facility for a period of eighteen (18) months. In addition, TruMack will continue to post all employment discrimination Notices as required by applicable law at all times in one (1) conspicuous place at its Detroit, Michigan location.

**NON-ADMISSION OF LIABILITY**

11. TruMack Assembly has denied all allegations set forth in Civil Action Number 01-60201AA, 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, including, but not limited to paragraphs 7 and 8 above, 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 TruMack Assembly 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. TruMack Assembly agrees to continue to provide the training program described on Exhibit B with the addition of a specific section on Trumack's procedure for reporting any alleged harassment or sex discrimination. TruMack will certify that all of its then current management staff employees, including officers, managers, supervisors, human resources personnel and labor personnel have completed the training program within one (1) year of the signing and entry of this Decree. Notice shall be provided to Adele Rapport, Regional Attorney, United States Equal Employment Opportunity Commission, 477 Michigan Avenue, Room 865, Detroit, Michigan 48226, within thirty (30) days of the completion of such training.

#### ENTIRE AGREEMENT

15. This Decree 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.

Respectfully submitted,

  
ADELE RAPPORT (P44833)  
ROBERT DAWKINS (P38289)  
TAMMY KLEIN (P60256)  
Equal Employment Opportunity Commission

  
AVERY K. WILLIAMS (P34731)  
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477 Michigan Ave., Room 865  
Detroit, Michigan 48226  
(313) 226-5673

(313) 963-3873

IT IS SO ORDERED:

Marianne O. Battani  
HONORABLE MARIANNE O'BATTANI  
U.S. DISTRICT COURT JUDGE

109 MAY 2003  
DATE

## ATTACHMENT A

### NOTICE

This Notice is being posted to inform you of your rights guaranteed by federal law under Title VII of the Civil Rights Act of 1964, as amended, ("Title VII"). Title VII prohibits discrimination against any employee on the basis of sex, including sexual harassment, race, age, national origin and religion with regard to any term or condition of employment. Title VII also prohibits retaliation against employees who engage in protected activity, which includes filing charges of discrimination with the United States Equal Employment Opportunity Commission ("EEOC") or state administrative agencies, participating in the Commission's investigation process, or otherwise opposing unlawful discrimination.

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 Title VII. Any employee who believes that he or she is the victim of discrimination or retaliation may file a charge of discrimination with the U.S. Equal Employment Opportunity Commission.

TRUMACK ASSEMBLY, L.L.C, supports and will comply with this federal law in all respects and cannot take any action against any employee because of the exercise of rights under these laws. In addition, TRUMACK ASSEMBLY has an anti harassment policy and any employee who believes that he/she has been the victim of harassment is encouraged to take the first step and discuss the matter with a member of the Human Resource Department.