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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

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EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

Case No. 01-CV-73462-DT

Hon. Lawrence P. Zatkoff

UNIBAR MAINTENANCE SERVICES, INC.,

Defendant.

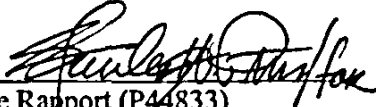
ADELE RAPPORT (P44833)
STANLEY H. PITTS (P33519)
OMAR WEAVER (P58861)
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
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KIENBAUM, OPPERWALL,
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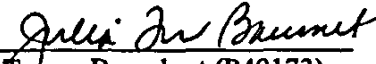
STIPULATION AND ORDER OF DISMISSAL

Plaintiff, Equal Employment Opportunity Commission, and Defendant, Unibar Maintenance Services, Inc., by their attorneys of record, and pursuant to a written Settlement Agreement, the terms of which are incorporated by this reference into the order of dismissal, executed by the parties and attached as Exhibit A to this order, stipulate and agree that the above-captioned case be dismissed without prejudice to reinstatement in the event Unibar does not comply with the terms of the Settlement Agreement and enforcement proceedings by the Commission become necessary for compliance with the Settlement Agreement. The dismissal shall require each party to bear its own costs and the Court shall retain jurisdiction in order to enforce the Settlement Agreement.

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

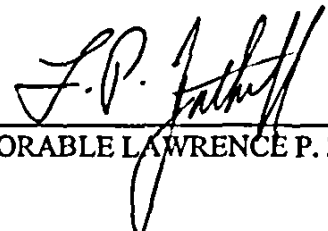
Dated: 4/22/02 By: 
Adele Rapport (P44833)
Regional Attorney
477 Michigan Ave., Room 865
Detroit, MI 48226

KIENBAUM, OPPERWALL HARDY
& PELTON, P.L.C.

Dated: 4/17/02 By: 
Julia Turner Baumhart (P49173)
325 S. Old Woodward Ave.
Birmingham, MI 48009
Attorneys for Defendant

IT IS SO ORDERED:

DATE: 29 APR 2002


HONORABLE LAWRENCE P. ZATKOFF

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

R E C E I V E D
APR 24 2002

CLERK'S OFFICE
DETROIT

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

Case No. 01-CV-73462-DT

Hon. Lawrence P. Zatkoff

UNIBAR MAINTENANCE SERVICES, INC.,

Defendant.

EXHIBIT A

ADELE RAPPORT (P44833)
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SETTLEMENT AGREEMENT

1. This Settlement Agreement is entered into between the UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (the "Commission"), 477 Michigan Avenue, Room 865, Detroit, Michigan 48226 and UNIBAR MAINTENANCE SERVICES, INC, ("Unibar"), 4325 Concourse Drive, Ann Arbor, Michigan 48108.
2. Plaintiff, the Commission, commenced this action on September 10, 2001, in the United States District Court for the Eastern District of Michigan, Southern Division, alleging that the Defendant Employer, Unibar, engaged in unlawful employment practices or otherwise ratified such practices which violated Title VII of the Civil Rights Act of 1964, as

amended, 42 U.S.C. § 2000c, *et. seq.* The alleged unlawful practices included subjecting Andrie Quintanilla to unlawful sex harassment and discharging Andrie Quintanilla, Cynthia Quintanilla, and Bobby Wielinski in retaliation for engaging in protected activity or otherwise opposing unlawful conduct under Title VII.

3. As a result of settlement discussions, the Commission and Unibar have resolved their differences and agree that this action should be settled by the execution and entry of this Settlement Agreement. It is the intent of the parties that this Settlement Agreement be a final and binding settlement in full disposition of any and all claims alleged against Unibar or which might have been alleged against Unibar in the Complaint.

JURISDICTION AND VENUE

4. The Commission is the agency of the United States government authorized by Title VII to investigate allegations of unlawful employment discrimination, to bring civil actions to prohibit unlawful practices, and to seek relief for individuals affected by such practices.
5. Pursuant to Title VII, the parties acknowledge the jurisdiction of the United States District Court for the Eastern District of Michigan (Southern Division) over the subject matter and over the parties to this case for the purpose of entering this Settlement Agreement and, if necessary, enforcing this Settlement Agreement.
6. Venue is appropriate in the Eastern District of Michigan (Southern Division). For purposes of this Settlement Agreement and any proceedings related to this Agreement, Unibar agrees that all statutory conditions precedent to the institution of this lawsuit against Unibar have been fulfilled.

NON-ADMISSION

6. This Settlement Agreement, being entered pursuant to agreement of the Commission and

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

Similarly, the Commission's agreement to resolve this case does not constitute an admission that any claim asserted by it in this lawsuit was not valid or that any defense by Unibar was valid.

NON-DISCRIMINATION

7. Unibar, 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 prohibiting sex discrimination.

NON-RETALIATION

8. Unibar shall not take any action against any person which constitutes intimidation, retaliation, harassment, or interference with the exercise of such person's rights under Title VII because of the filing of Charge No. 230-A0-0879 with the Commission, which forms the basis for the present case, or because such person(s) gave testimony or assistance, or participated in any manner in any investigation or proceeding in connection with this case under Title VII.

COVERAGE

9. The provisions of this Settlement Agreement shall apply to all managers, supervisors, and employees of Unibar .

MONETARY COMPENSATION

10. Unibar agrees to pay monetary damages to Cynthia Quintanilla in one check payable in

the amount of \$3,500 less any applicable state and federal income tax withholdings.

Within twenty (20) days after the execution of this Settlement Agreement, Unibar shall send to the Commission's attorney of record a photocopy of the check issued to Cynthia Quintanilla.

11. Unibar agrees to pay monetary damages to Andrie Quintanilla in one check payable in the amount of \$8,500 less any applicable state and federal income tax withholdings. Within twenty (20) days after the execution of this Settlement Agreement, Unibar shall send to the Commission's attorney of record a photocopy of the check issued to Andrie Quintanilla.
12. Unibar agrees to pay monetary damages to Bobby Weilinski in one check payable in the amount of \$500 and that there shall be no state or federal income tax withholdings from this amount. Within twenty (20) days after the execution of this Settlement Agreement, Unibar shall send to the Commission's attorney of record a photocopy of the check issued to Bobby Weilinski.

TRAINING/SEXUAL HARASSMENT POLICY

13. Within 30 days from the execution of this Settlement Agreement, Unibar agrees to develop a sexual harassment policy which will establish procedures for reporting and investigating sexual harassment complaints and taking appropriate remedial action. Unibar also agrees to submit its proposed sexual harassment policy to the Commission for review prior to implementation.
14. Unibar agrees that it shall provide mandatory training to all management and supervisory personnel and employees on the company's sexual harassment policy. The training shall include coverage of Title VII's requirement that an employer not subject any employee to

sexual harassment or ratify any sexual harassment towards an employee and that an employer promptly investigate complaints of sexual harassment and take action designed to end the harassment. In addition, managers and supervisor shall receive training covering the requirements of Title VII, including its prohibition on retaliation against employees who engage in protected activity, which includes, either participating in the Commission's investigation process, or otherwise opposing unlawful conduct under Title VII.

15. Unibar agrees to complete training for all existing supervisory and management personnel and employees as provided in paragraph 14 within three months of the execution of the Settlement Agreement. Unibar agrees that it shall also complete training for newly hired supervisory and management personnel within three months of hire.
16. Unibar shall verify to the Commission, through submission of written reports 30 days after each training session, that its training obligation under this Settlement Agreement has been fulfilled. The reports shall also include a list of attendees at each training session, the subjects covered, and the name(s) and company affiliation of the trainers. The reporting requirement shall last for one year from the date of execution of the Settlement Agreement.

POSTING OF NOTICE

17. Within ten (10) days of the execution of this Settlement Agreement, Unibar shall post the notice attached as Exhibit A at its corporate headquarters. The Notice shall remain posted for one year. In the event that the notice becomes defaced, marred or otherwise unreadable, Unibar shall immediately post a readable copy in the same manner. Unibar shall make the notice available for inspection by the Commission upon reasonable notice

to Unibar.

REPORTING REQUIREMENTS

18. Any documents or information required to be submitted by Unibar to the Commission pursuant to the terms of this Decree shall be addressed to Adele Rapport, Regional Attorney, Equal Employment Opportunity Commission, Detroit District Office, 477 Michigan Avenue, Room 865, Detroit, Michigan 48226.
19. Within seven (7) days of the execution of this Settlement Agreement, Unibar shall inform the Commission in writing of an officer or upper level manager of Unibar who will serve as its representative under this Settlement Agreement and who will be responsible for assuring that the terms of this Settlement Agreement are met.

DISPUTE RESOLUTION

20. Upon motion of either party, the Court may schedule a hearing for the purpose of reviewing compliance with 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, and shall be required to give written notice to each other ten (10) days before moving for such review and agree that the Court retains jurisdiction for purposes of enforcing this Agreement.

CONCLUSION


21. The terms of this Settlement Agreement have been fully reviewed by the appropriate officials of the Commission and Unibar, and both the Commission and Unibar enter into the Settlement Agreement knowingly and voluntarily, with a firm understanding of both the rights they are giving up and the obligations they are undertaking by this Settlement Agreement.

22. The foregoing constitutes the entire agreement. No other representation or agreements have been made by either party. Any modification to this document must be mutually agreed upon and set forth in writing signed by both Unibar and the Commission.

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

NICHOLAS INZEO
Acting Deputy General Counsel

GWENDOLYN YOUNG REAMS
Associate General Counsel


ADELE RAPPORT (P44833)
Regional Attorney

STANLEY H. PITTS (P33519)
Supervisory Trial Attorney

OMAR WEAVER (P58861)
Trial Attorney


DETROIT DISTRICT OFFICE
477 Michigan Ave., Rm 865
Detroit, MI 48226

Dated: 4/22/02

~~IT IS SO ORDERED:~~

DATE: 

UNIBAR MAINTENANCE
SERVICES, INC.


JULIA TURNER BAUMHART
Attorney for Defendant

KIENBAUM, OPPERWALL,
HARDY & PELTON, P.L.C.
325 S. Old Woodward Ave.
Birmingham, MI 48009

Dated: 4/17/02


MON. LAWRENCE P. ZATKOFF