

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)
)
Plaintiff,)
)
vs.) Civil Action No.
)
THE JONES STORE CO.)
)
and)
)
MAY DEPARTMENT STORES, CO.)
)
Defendants.)

SETTLEMENT AGREEMENT

Plaintiff, Equal Employment Opportunity Commission (the "EEOC"), has instituted this action alleging that Defendant, The Jones Store Company, failed to promote Barbara Wells to a counter position with its Estee Lauder cosmetics line because of Ms. Wells' age, 60 years, in violation of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. Section 621 et seq. (hereinafter the "ADEA"). Defendant May Department Stores Company acquired and continued the operation of those Jones Store Company facilities located in the Kansas City, Missouri area and is thus a successor employer.

For purposes of settlement and compromise only, the parties wish to resolve the instant controversy without the expense,

delay, and burden of litigation.

THEREFORE, the parties agree that: (i) the Court has jurisdiction over the parties to and the subject matter of this action; (ii) the requirements of the ADEA will be carried out by the implementation of this Settlement Agreement; (iii) this Settlement Agreement is intended to and does resolve all matters in controversy in this lawsuit among the parties; and (iv) the terms of this Settlement Agreement constitute a fair and equitable settlement of all issues in this lawsuit.

IT IS THEREFORE AGREED as follows:

I. General Provisions

1. This Settlement Agreement, being entered with the consent of the parties for purposes of settlement, shall not constitute an adjudication on the merits of this lawsuit and shall not be construed as an admission by Defendants of any violation of the ADEA or any executive order, law, rule or regulation dealing with or in connection with age discrimination in employment.

2. Defendants shall not discriminate with respect to any terms or conditions of employment on the basis of age.

3. Defendants shall not discriminate or take any adverse employment action against any person because he or she:
(a) has opposed any practices alleged in this lawsuit as unlawful

under the **ADEA**; (b) has participated in any investigation conducted under the **ADEA** connected with or leading up to this lawsuit; (c) has participated in this lawsuit; or (d) has benefitted or will benefit in any way as a result of this Settlement Agreement.

II. Relief for Charging Party

1. Defendants will pay to Barbara Wells a total of **\$6,000** with \$2,500 constituting backpay, \$2,500 constituting liquidated damages and \$1,000 constituting interest. Defendants shall, within ten (10) days of the execution of this Settlement Agreement, mail such checks to Barbara Wells at her current home address, **3054** W. Countryside, Springfield, Missouri ⁶⁵⁸⁰⁷~~64807~~, and mail copies of such checks to the Regional Attorney, Equal Employment Opportunity Commission, 1222 Spruce, Room 8.100, St. Louis, MO 63103. The check constituting backpay shall be subject to withholding for federal and state income taxes and the employee's portion of FICA and Defendants will issue a W-2 form for it. Defendants shall issue a 1099 for the check payable to Barbara Wells for liquidated damages and interest. Defendants shall provide to Barbara Wells an itemization of any deductions made and mail a copy of such itemization to the Regional Attorney along with a copy of the checks.

2. Defendants shall respond to all future employment references or inquiries concerning Barbara Wells by providing a favorable reference substantially in the form as stated in Exhibit A.

III. Posting of Policies

1. Defendants shall post and cause to remain posted the notices required to be displayed in the workplace by **EEOC** regulation 29 C.F.R. § 1601.30 in the employee break room or other publicly visible location in all facilities owned and operated by Defendants.

IV. Term and Effect of Settlement Agreement

1. By entering into this Settlement Agreement, the parties do not intend to resolve any charges of discrimination currently pending before the EEOC other than the charge that created the procedural foundations for the complaint in this case.


2. This Settlement Agreement shall be binding upon the parties hereto, their successors and assigns. Defendants shall affirmatively notify any purchasers of the obligations of this Settlement Agreement prior to any sale which may take place.

3. Each party shall bear that party's own costs and attorney's fees.

FOR DEFENDANT THE JONES STORE COMPANY,



LIANA E. GONZALES
Counsel

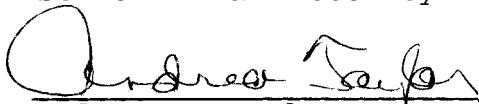
FOR DEFENDANT MAY DEPARTMENT STORES COMPANY,


LIANA E. GONZALES
Counsel

FOR PLAINTIFF EQUAL EMPLOYMENT OPPORTUNITY COMMISSION:

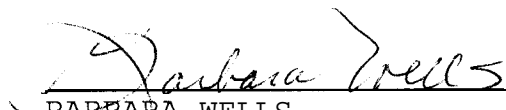

ROBERT G. JOHNSON
Regional Attorney


C. FELIX MILLER
Senior Trial Attorney


Andrea L. Taylor
Senior Trial Attorney

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
St. Louis District Office
Robert A. Young Federal Bldg.
1222 Spruce, Room 8.100
St. Louis, MO 63103
(314) 539-7949

STEPHEN L. HILL
U.S. Attorney
CHARLES M. THOMAS
Assistant U.S. Attorney
400 E. 9th Street,
5th Floor
Kansas City, MO 64106


BARBARA WELLS
Charging Party

MAY

The May Department Stores Company
611 Olive Street
St. Louis, Missouri
63101

To Whom it May Concern:

Ms. Barbara Wells was employed by The Jones Store in retail cosmetics sales from July 1, 1995 to May 16, 1996. She was responsible for the Clarins cosmetics product line, which showed growth in sales and customer base throughout her employment. Ms. Wells was a dependable employee who consistently met the expectations for the job. Please give Ms. Wells' application every consideration.

Sincerely,

Laura Britton
Director of Associate Relations
Famous-Barr, A Division of
The May Department Stores Company

Exhibit A

Release

In consideration of the payment to me by The Jones Store Company and/or May Department Stores Company of \$ 6,000.00 and the Settlement Agreement to be presented to the Court and agreed to by the Equal Employment Opportunity Commission and The Jones Store Company and May Department Stores Company, of which this Release is made a part, I, Barbara Wells, hereby fully and forever release and discharge The Jones Store Company, May Department Stores Company, their successors and assigns, including their directors, officers, employees and agents, from any and all claims or obligations based on age discrimination, constructive discharge or any other conduct constituting discrimination under or in violation of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621, et seq., through the date of the execution of this Release.

I have read this Release and have had the opportunity to consult with a private attorney as to the terms of this Release. I execute it voluntarily, without coercion or threat of reprisal.

The undersigned acknowledges that she received this document on _____, 2000; and that she is legally entitled, but not obligated, to consider this Agreement for twenty-one (21) days before executing this Agreement. The undersigned's execution of this agreement constitutes an affirmative

Exhibit B

representation that she has fully considered this agreement and waives any further time for consideration.

The undersigned acknowledges that she may cancel this Agreement within seven (7) days after executing this Agreement. This Agreement shall be final and binding upon her, unless revoked by her within seven (7) days after the execution.

IN WITNESS WHEREOF, this Release is signed and executed by me on this ____ day of _____, 2000.

Barbara Wells

Exhibit B