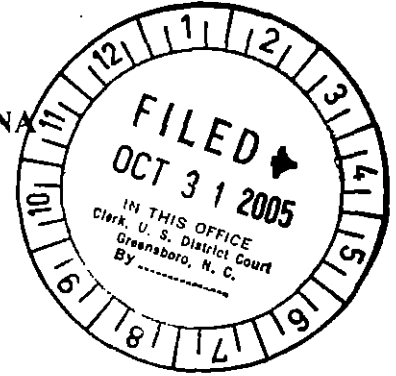


**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA  
CIVIL ACTION NO. 1:04CV00787**



**EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,** )  
 )  
 )  
 ) **Plaintiff,** )  
 )  
 )  
 ) **v.** )  
 )  
 ) **TRIAD CLINICAL LABORATORY, INC.** )  
 )  
 ) **Defendant.** )  
 \_\_\_\_\_ )

**SETTLEMENT AGREEMENT**

The Equal Employment Opportunity Commission (the "Commission") instituted this action pursuant to Section 706(f)(1) and (3) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e-5(f)(1) and (3) ("Title VII"), and Section 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981a.

The parties have advised this Court that they desire to resolve the allegations in the Complaint without the burden, expense, and delay of further litigation. Therefore, the parties have agreed to the entry of this Settlement Agreement. This Agreement, being entered with the consent of the parties, shall not constitute an adjudication or finding on the merits of the present action and shall not be used or introduced for any purpose whatsoever in any legal proceeding, except in an action to enforce this Agreement. The parties have agreed to this Agreement, and neither this Agreement nor the provisions contained herein shall be interpreted or construed as an admission by Defendant of a violation of Title VII or any other law prohibiting discrimination.

It is therefore the finding of this Court, made on the pleadings and the record as a whole, that:

(1) the Court has jurisdiction over the parties and the subject matter of this action; (2) the purpose and provisions of Title VII will be promoted and effectuated by the entry of the Settlement Agreement; and (3) this Agreement resolves all matters in controversy between the parties as provided in paragraphs 1 through 9 below.

It is therefore ORDERED, ADJUDGED, AND AGREED as follows:

1. Defendant shall pay Terri Jessup the sum of ten thousand dollars (\$10,000.00) in settlement of the claims raised in this action. In addition, Defendant shall pay Terri Jessup the sum of three hundred dollars (\$300.00) to retain private counsel for the purpose of reviewing Defendant's General Release and advising Ms. Jessup concerning same. Defendant shall make payment by issuing a check payable to Terri Jessup. Payment shall be made within fifteen (15) days after the Court approves this Settlement Agreement, and Defendant shall mail the check to Terri Jessup at an address provided by the Commission. Within ten (10) days after the check has been sent, Defendant shall mail to Lynette A. Barnes, Acting Regional Attorney, at the Equal Employment Opportunity Commission, 129 W. Trade Street, Suite 400, Charlotte, N.C., 28202, a copy of the check and proof of its delivery to Terri Jessup.

2. Defendant shall not discriminate or retaliate against any person because of opposition to any practice made unlawful under Title VII of the Civil Rights Act of 1964 or because of the filing of a charge, the giving of testimony or assistance, or the participation in any investigation, proceeding or hearing under that statute.

3. Defendant does not currently conduct business within the United States or within any foreign jurisdiction. If Defendant resumes business within the United States or within any foreign

jurisdiction during the term of this Agreement, Defendant agrees to provide the following, described in paragraphs 4 and 5 below.

4. Within fifteen (15) days after resuming business operations in any state within the United States or within any foreign jurisdiction, Defendant shall adopt, implement, and distribute a formal, written anti-discrimination policy to each manager, supervisor, and employee at each of Defendant's facilities. The policy shall include but not be limited to the following: an explanation of the requirements of the federal equal employment opportunity laws, including Title VII and its prohibition against retaliation. Within twenty (20) days after resuming business operations in any state within the United States or within any foreign jurisdiction, Defendant shall report compliance to the Commission. During the term of this Agreement, Defendant shall distribute the policy to all new employees and review it with them at the time of hire.

5. Within fifteen (15) days after resuming business operations in any state within the United States or within any foreign jurisdiction, Defendant shall train all of its managers, supervisors, and employees on the requirements of Title VII of the Civil Rights Act of 1964, and its prohibition against retaliation in the workplace. The training shall also include an explanation of Defendant's policy referenced in paragraph 4 above, and an explanation of the rights and responsibilities of employees and managers under the policy. Within twenty (20) days after resuming business operations in any state within the United States or within any foreign jurisdiction, Defendant shall certify to the Commission the specific training which was undertaken and shall provide the Commission with a roster of all employees in attendance.

6. The term of this Agreement shall be for two (2) years from its entry by the Court.

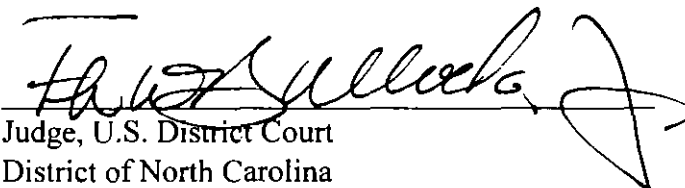
7. All reports or other documents sent to the Commission by Defendant pursuant to this Agreement shall be sent to: Lynette A. Barnes, Acting Regional Attorney, at the Equal Employment Opportunity Commission, 129 W. Trade Street, Suite 400, Charlotte, N.C., 28202.

8. Except as set forth herein, each party shall bear its own costs and attorney's fees.

9. The Commission will file a Stipulation of Dismissal with Prejudice contemporaneously herewith dismissing the underlying action. The Court shall have jurisdiction over any action to enforce the Settlement Agreement.

Approved:

10-31-05  
Date

  
\_\_\_\_\_  
Judge, U.S. District Court  
District of North Carolina

The parties jointly request that the Court approve and enter the Settlement Agreement:

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION, Plaintiff

TRIAD CLINICAL LABORATORY, INC.,  
Defendant

JAMES L. LEE  
Deputy General Counsel

GWENDOLYN YOUNG REAMS  
Associate General Counsel



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