

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
WESTERN DIVISION

EQUAL EMPLOYMENT OPPORTUNITY)	CIVIL ACTION NO.
COMMISSION,)	3:98 CV 7731
)	
Plaintiff)	JUDGE KATZ
)	
-vs-)	
)	
J. H. ROUTH PACKING COMPANY,)	
)	
Defendant)	


STIPULATED DISMISSAL

The undersigned counsel for the respective parties hereby stipulate that the above-captioned action be dismissed, with prejudice, each party to bear its own fees and costs, subject, however, to the terms of the parties' Settlement Agreement which has been submitted to and reviewed by the Court. The parties further stipulate that this court shall retain jurisdiction to enforce the Settlement Agreement under the authority of *Kokkonen v. Guardian Life Insurance Company of America*, 511 U.S. 375, 114 S.Ct. 1673 (1994).

Respectfully submitted,

GWENDOLYN YOUNG REAMS
ASSOCIATE GENERAL COUNSEL
WASHINGTON, D.C.

C. LARRY WATSON (0031443)
REGIONAL ATTORNEY



Jeffrey A. Stern (0020107)
Trial Attorney

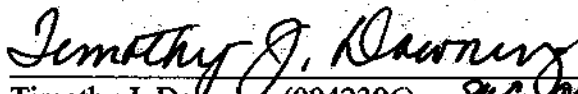
**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION**

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Attorney for Defendant

IT IS SO ORDERED:

UNITED STATES DISTRICT JUDGE

Date: _____

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into on this 10th day of ~~March~~, April, 2002, by and between the Equal Employment Opportunity Commission (the "Commission"), an agency of the United States government, and J. H. Routh Packing Company ("Routh").

The following recitals are made a part of this Agreement:

A. In 1998, the Commission instituted an action against Routh in the United States District Court for the Northern District of Ohio, Western Division entitled "EEOC v. J. H. Routh Packing Company", Case No. 3:98 CV 7731 (the "Federal Action") alleging a violation of Title I of the Americans with Disabilities Act of 1990 ("ADA") and Title I of the Civil Rights Act of 1991 ("CRA"). Routh has denied any violations of the ADA and CRA as alleged in the Action.

B. The Federal Action identified Jason Polak ("Polak") as the individual on whose behalf it was brought.

C. In 2000, Polak instituted an action against Routh in the Court of Common Pleas of Erie County, Ohio, entitled "Jason C. Polak v. J. H. Routh Packing Company", Case No. 2000-CV-089 (the "State Action") alleging a violation of the handicap discrimination statutes of the State of Ohio.

D. The Commission, Routh and Polak have conferred and resolved their differences, and the Commission and Routh have advised the court that they desire to resolve the Federal Action without the burden, expense and delay of further litigation, and that the State Action will likewise be resolved contemporaneously, to likewise avoid further litigation.

E. Routh represents, and the Commission confirms, that all monetary claims for Polak, the individual mentioned in the Commission's Action, have been resolved to the satisfaction of Routh and Polak.

In consideration of the promises set forth below, Routh and the Commission agree as follows:

1. Upon the fulfillment of the condition precedent discussed in paragraph 8 of this Agreement, the Commission shall file in the United States District Court for the Northern District of Ohio, Western Division, a Stipulated Dismissal Entry in the form set forth in the attached Exhibit A, dismissing the Action, with prejudice, such entry indicating that each party shall bear its own fees and costs. Notwithstanding the filing of such Stipulated Dismissal Entry, the United States District Court for the Northern District of Ohio shall retain jurisdiction in order to enforce the terms of this Settlement Agreement pursuant to *Kokkonen v. Guardian Life Insurance Company of America*, 511 U.S. 375, 114 S.Ct. 1673 (1994).

2. Routh agrees that all terms and conditions of employment for positions at Routh shall be maintained and implemented by Routh in a manner which complies with the ADA and the CRA. Routh further agrees that as part of its employment practices, it will conduct

individualized assessments of persons with disabilities, as defined by the ADA and cases decided thereunder, in such a manner as is appropriate under the circumstances, including, if necessary, obtaining medical records of employees and/or applicants, having medical assessments made, and discussions with applicants and their treating doctors, as Routh has done with other employees in the past.

3. For a term of two (2) years following the signing of this Agreement, Routh agrees to annually send a letter report to the Regional Attorney, Cleveland District Office, Equal Employment Opportunity Commission, 1660 West Second Street, Suite 850, Cleveland, Ohio 44113-1412, indicating the name, address, telephone number and date of birth of any applicant who was not hired who made a disclosure of a history of a seizure disorder.

4. If information obtained by the Commission from either of the foregoing reports provides cause for it to evaluate Routh's compliance with this Agreement, Routh agrees to provide documents or witness statements as may reasonably be necessary for such compliance evaluation.

5. Nothing in this Agreement shall preclude the Commission or Routh from bringing suit to enforce the terms of this Agreement, nor shall this Agreement preclude future action by the Commission to remedy any future alleged violations of the ADA by Routh.

6. This Agreement shall not constitute an adjudication or finding on the merits of the case and shall in no manner be construed as an admission by Routh of any violation of the ADA, the CRA or any other law, rule or regulation dealing with, or in connection with, equal employment opportunity and handicap discrimination.

7. It is understood between the parties that nothing in this Agreement precludes the Commission from continuing to exercise the authority it has to enforce the ADA and the CRA.

8. Routh shall deliver to the Commission a copy of the check delivered to Polak in satisfaction of the monetary claims of Polak. Such copy shall be delivered to the Commission at the same time the check is delivered to Polak and his counsel in the State Action. The check shall be delivered to Polak and his counsel in the State Action and a copy to the Commission no later than five (5) days after the execution of this Agreement as a condition precedent to the filing of the Stipulated Dismissal Entry discussed in paragraph 1 above.

9. Routh and the Commission agree that there shall be no public dissemination by press release of the terms of this Settlement Agreement.

10. This Settlement Agreement shall be executed in duplicate originals.

[Remainder of Page Intentionally Blank]

AGREED TO AND APPROVED BY THE UNDERSIGNED:

J. H. ROUTH PACKING COMPANY

By:

David P. Stearns

Date:

03/01/02

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

By:

C. Lynn Watson, Regional Attorney

Date:

April 10, 2002

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
WESTERN DIVISION**

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,)	CIVIL ACTION NO.
)	3:99 CV 3177
)	
Plaintiff)	JUDGE KATZ
)	
-vs-)	
)	
J. H. ROUTH PACKING COMPANY,)	
)	
Defendant)	

STIPULATED DISMISSAL

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