

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

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	
)	
Plaintiff,)	CIVIL ACTION NO.
)	05-2720-MaP
)	
v.)	
)	
)	
RETURN, INC.,)	
)	
Defendant,)	

SETTLEMENT AGREEMENT

This lawsuit was instituted by the Equal Employment Opportunity Commission (hereinafter the “Commission”) against the Defendant ReTurn, Inc. (hereinafter the “Defendant”), pursuant to Sections 706 (f)(1) and (3) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e et seq., and the Civil Rights Act of 1991, 42 U.S.C. §1981a, to remedy unlawful practices alleged in the Complaint, filed in this action on September 29, 2006. The Complaint alleged that Defendant ReTurn, Inc. retaliated against Michael Vincent for purportedly opposing employment practices made unlawful by Title VII.

The Defendant denies that it engaged in the unlawful employment practices alleged in the Complaint by the Commission and maintains that the actions of its officials were proper and lawful in all regards. This Settlement Agreement (“Agreement”) does not constitute an admission by the Defendant of the allegations of the Complaint. However, as all parties to this action desire to avoid the additional expense and delay in the litigation of this case, the

Commission and the Defendant have agreed to compromise and resolve all claims involved in this lawsuit.

In the event this proposed Agreement is not approved or does not become final, then it shall not be admissible in evidence in any subsequent proceeding in this action.

This Agreement constitutes the complete and exclusive agreement between the parties with respect to the matters referred to herein. No waiver, modification or amendment of any provision of this Agreement shall be effective unless made in writing. No representations or inducements to compromise this action have been made, other than those recited or referenced in this Agreement.

The court has reviewed the terms of the proposed Agreement in light of the applicable laws and regulations, the statements and representations of counsel for all parties, and hereby approves the Agreement.

It is hereby **ORDERED, ADJUDGED AND DECREED:**

I. JURISDICTION

The United States District Court for the Western District of Tennessee, Western Division, has jurisdiction over the parties and subject matter of this litigation.

II. SCOPE AND DURATION OF AGREEMENT

A. This Agreement resolves all issues and claims arising out of the Complaint of the Commission in this cause, alleging unlawful employment policies and practices maintained by Defendant and arising out of Charge No. 250-2004-03239 filed with the Commission by Michael Vincent. Notwithstanding any provisions contained in this Agreement, this Agreement shall not

be considered in any manner to be dispositive of any other charges now pending before any office of the Commission, or any other lawsuits pending against Defendant or its parent or its parent's other subsidiaries, other than the abovementioned charge and this lawsuit.

B. The provisions of this Agreement shall continue to be effective and binding upon the parties to this action for the remainder of calendar year 2006.

III. INJUNCTIVE RELIEF

The Defendant, its officers, agents, employees, and all persons acting in concert with the Defendant are enjoined from discriminating against any employee because he or she has opposed any act or practice of Defendant made unlawful by Title VII of the Civil Rights Act of 1964, as amended.

IV. NON-RETALIATION PROVISION

The Defendant, its officers, agents, employees, and all persons acting in concert with the Defendant shall not discriminate against any individual because such individual has opposed any act or practice of Defendant made unlawful by Title VII of the Civil Rights Act of 1964, as amended.

V. TRAINING

Defendant shall provide employment-discrimination awareness training to all supervisory and management personnel at its corporate headquarters in Minnesota who have direct contact with ReTurn's Memphis facility, according to the following terms:

- (a) The training session will include at least one (1) hour of instruction.

(b) The training will include the following topics: what constitutes employment discrimination in violation of Title VII; how to prevent, identify and remedy employment discrimination; what constitutes retaliation in violation of Title VII; Defendant's policy against employment discrimination and retaliation; and implementation of Defendant's policy against employment discrimination, including procedures and responsibilities for reporting, investigating and remedying conduct an employee believes may constitute employment discrimination.

(c) Defendant should obtain an outside human resources professional or attorney to conduct the training session.

(d) Within sixty (60) days after execution of this Agreement by the parties, Defendant shall submit to the Commission the name, address, and telephone number of the human resources professional or attorney together with the date of the proposed training session and an outline of the proposed training.

(e) The training session will be conducted within one hundred twenty (120) days after the date of the entry of this Agreement by the Court.

(f) Defendant within 150 days of this agreement shall provide documentation to the Commission of training compliance for supervisory and management personnel located at its corporate headquarters in Minnesota who have direct contact with Return's Memphis facility. The documentation shall include the name and position of the individuals attending the training and the time each individual spent at the training.

VI. NOTICE POSTING

The Defendant shall continue to conspicuously post at its Memphis, Tennessee office, the notice (posters) required to be posted pursuant to Title VII of the Civil Rights Act, as amended. Furthermore, the Defendant shall conspicuously post the notice at Appendix A of this Agreement

for the remainder of calendar year 2006 commencing within ten (10) days after entry of this Agreement by the Court.

VII. INDIVIDUAL RELIEF

A. The Defendant shall pay \$12,000.00 in back pay, less withholding taxes. Within twenty (20) after this Agreement is approved by and entered with the Court, Defendant shall mail to Michael Vincent a cashier's check made payable to "Michael Vincent" in the amount of \$12,000.00 less the withholding taxes for the back pay, at the following address:

5623 New Pointe Cove
Southaven, Mississippi 38672

B. The Defendant shall forward a copy of the cashier's check to Deidre Smith, Senior Trial Attorney, Equal Employment Opportunity Commission, Memphis District Office, 1407 Union Ave., Suite 621, Memphis, TN 38104.

VIII. COSTS

Each of the parties shall bear its own costs, including attorneys' fees.

IT IS SO ORDERED THIS 8th DAY OF September, 2006.

S/ SAMUEL H. MAYS, JR
U. S. DISTRICT JUDGE

FOR DEFENDANTS:

s/ Eugene Stone Forrester, Jr. (by permission DS)

EUGENE STONE FORRESTER, JR.

TN Bar No. 10446

FARRIS, MATHEWS, BRANAN,

BOBANGO & HELLEN, P.L.C.

One Commerce Square

Suite 2000

Memphis, TN 38103

(901) 259-7100

s/ Eugene Stone Forrester, Jr. (by permission DS)

As attorney authorized to sign for:

BERT TRAPANESE

President, ReTurn, Inc.

800 Berkshire Lane

Plymouth, MN 55441

FOR THE COMMISSION:

RONALD COOPER

General Counsel

JAMES LEE

Deputy General Counsel

GWENDOLYN YOUNG REAMS

Associate General Counsel

Faye A. Williams (by permission DS)

FAYE A. WILLIAMS

Regional Attorney

TN Bar No. 11730

s/ Terry Beck (by permission DS)

TERRY BECK

Supervisory Trial Attorney

TN Bar No. 9346

s/ Deidre Smith

DEIDRE SMITH

Senior Trial Attorney

TN Bar No. 018499

**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION**

1407 Union Avenue, Suite 621

Memphis, Tennessee

(901) 544-0140

APPENDIX A

NOTICE

1. This Notice to all employees of ReTurn, Inc., is being posted as part of the remedy agreed to between ReTurn, Inc. and the Equal Employment Opportunity Commission in resolution of a complaint of employment discrimination filed by Michael Vincent, a former employee of ReTurn, Inc.
2. Federal law prohibits an employer from discriminating against an employee because he or she has opposed an employment practice made unlawful by Title VII of the Civil Rights Act of 1964, as amended (“Title VII”).
3. ReTurn, Inc. supports and will comply with such Federal law in all respects and will not discriminate against an employee because he or she has exercised their rights under the law by opposing any practice of ReTurn, Inc. made unlawful by Title VII.
4. This Notice shall be posted by ReTurn, Inc. until 31 December 2006.

SIGNED this ____ day of _____, 2006.