

(1) That this Order is being entered with the consent of the parties for purposes of settlement, is not an adjudication on the merits of the action, and shall not be construed as an admission or finding of liability on the part of Defendant;

(2) That the Agreement is approved; and

(3) That the Court shall retain jurisdiction to enforce the terms of the Agreement until the expiration of the term of the Agreement.

SETTLEMENT AGREEMENT

Plaintiff the Equal Employment Opportunity Commission ("EEOC") and Defendant Spring Valley United Methodist Church (the "Church") hereby compromise and resolve all issues and disputes in the above-styled action (the "Action") on the terms and conditions set out below:

1. The EEOC filed this Action against the Church on September 28, 2006 alleging that the Church had violated the Americans with Disabilities Act ("ADA") by terminating Audrey Durante from her positions as a Preschool Teacher and Nursery Worker based on her perceived disability. The Action seeks, among other relief, non-economic damages.

2. The Church vigorously denies that it discriminated against Ms. Durante under the ADA as alleged in the Action or otherwise.

3. The parties desire to compromise and resolve all issues

and disputes in the Action and that were alleged, or are like or related to those matters alleged, in EEOC Charge No. 310 2004 02384 filed by Ms. Durante (the "Charge"). Accordingly, the parties have entered into this Agreement to memorialize the terms and conditions of their compromise and settlement.

4. The Church affirms its commitment to equal employment opportunity and agrees that it shall not discriminate against any qualified employee on the basis of a disability or perceived disability with respect to any employment policies, practices or decisions, and will attempt reasonable accommodations to qualified persons with disabilities when possible without undue hardship.

5. The Church and Ms. Durante have entered into a voluntary settlement in which the Church agreed to pay, and has paid, the sum of \$25,000 to Ms. Durante in full and final settlement of any claims she might have or assert against the Church (the "Settlement Payment"). The Settlement Payment is intended to compensate Ms. Durante for her claimed non-economic damages and is in an amount acceptable to Ms. Durante and the EEOC. The Church will issue Ms. Durante a Form 1099, reflecting payment, and she will be personally responsible for payment of applicable taxes. The parties agree that no further relief is owed to Ms. Durante and that she is not a prevailing party for purposes of this Action.

6. The Church agrees to have an attorney conduct training on the requirements of Title I the ADA for all management/supervisory

officials of its preschool within 60 days of the date the parties sign this Agreement.

7. The Church agrees to revise its current policies or adopt a policy stating its commitment to offer reasonable job accommodations to applicants and employees consistent with the ADA and how and to whom requests for job accommodation may be made within 60 days of the date the parties sign this Agreement.

8. The Church agrees to provide a report on its compliance with paragraphs (6) and (7) above to the undersigned counsel for the EEOC within 10 days of the completion of each.

9. The EEOC agrees to waive all further litigation on all issues that were alleged, or are like or related to those matters alleged, in the Charge and that are alleged or could have been alleged in the complaint in this Action. The EEOC further agrees to release, acquit, and forever discharge, the Church (and its current or former agents, officers, and employees) from any and all claims raised by, growing out of, resulting from, or like or related to those matters alleged, in the Charge and that are alleged or could have been alleged in the complaint in this Action.

10. The parties further acknowledge and agree:

(a) That they have the right to specifically enforce the terms of this Agreement.

(b) That this Agreement resolves all issues and disputes in the Action and that were alleged, or are like or related to

those matters alleged, in the Charge.

(c) That this Agreement does not preclude the EEOC from processing other charges or bringing suit to remedy any other alleged violations of the ADA unrelated to the Charge or this Action.

(d) That this Agreement does not constitute an admission by the Church of any violation of the ADA or other wrongdoing, but that the Church in fact expressly denies any such violation or wrongdoing and enters into this Agreement in compromise and settlement of a disputed claim for the sole purpose of avoiding further trouble, litigation, and expense.

(e) That neither party shall contest the validity of this Agreement or the jurisdiction of the Court to enforce this Agreement and its terms during the six (6)-month period following the effective date of this Agreement.

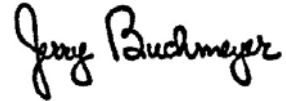
(f) That the effective date of this Agreement shall be the last date upon which a party signs it for approval by the Court.

(g) To bear their own costs associated with this Action, including attorney's fees.

(h) That the Court may administratively close the Action, however, the term of this Agreement shall be for six (6) months from the effective date, during which time the Court shall retain jurisdiction to enforce the terms of this

Agreement until the expiration of the term of the Agreement.

SIGNED this 2nd day of April, 2007.

Handwritten signature of Jerry Buchmeyer in black ink.

THE HONORABLE JERRY BUCHMEYER,
UNITED STATES DISTRICT JUDGE

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