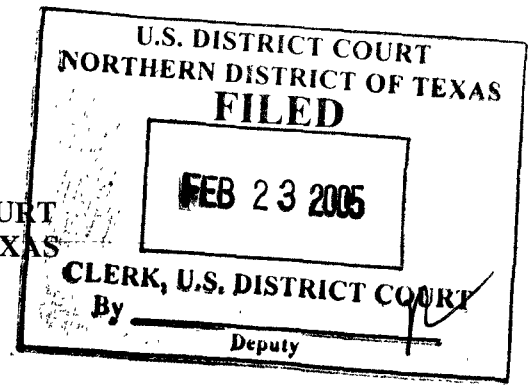


B  
ORIGINAL

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION



EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,	}	
	}	
	}	CIVIL ACTION NO. 3:04-CV-01890-B
	}	
<b>Plaintiff,</b>	}	
AND	}	
	}	
CARMEN DEAN,	}	
	}	
	}	
<b>Intervenor</b>	}	
v.	}	
	}	
	}	
VECTA, A DIVISION OF STEELCASE INC.,	}	
	}	
	}	
<b>Defendant.</b>	}	

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made and entered into by and between the Equal Employment Opportunity Commission (“EEOC”), Carmen Dean (“Carmen Dean” or “Intervenor”) and Vecta Contract Division, a Division of Steelcase Inc. (“Defendant”), with regard to the EEOC’s Complaint against Defendant filed on August 30, 2004 (“EEOC’s Complaint”), and the Intervenor’s Complaint (“Intervenor’s Complaint”) filed on September 30, 2004, in Civil Action No. 3-04-CV-01890-B. The Complaints were based upon Charge of Discrimination Number 310-A3-00762 filed by Carmen Dean against Defendant.

The above-referenced Complaints allege that the Defendant violated Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991, by subjecting Carmen Dean to a sexually hostile work environment and to unlawful retaliation. The Defendant denies all of the EEOC and the Intervenor’s allegations.

The Parties agree to compromise and settle the differences embodied in the Complaints and intend that the terms and conditions of the compromise and settlement be set forth in this Settlement Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. This Settlement Agreement resolves all issues raised in EEOC Charge No. 310-A3-00762 and all issues raised in the Complaints filed by the EEOC and the Intervenor in this civil action. The EEOC waives further claims and/or litigation relating to the above-referenced charge or the EEOC's Complaint. The Intervenor acknowledges that there are no other claims arising from Carmen Dean's employment with Defendant, and Carmen Dean waives further claims and/or litigation relating to the above-referenced Charge and Intervenor's Complaint that could be raised or asserted against Defendant or any of its current or former officers, directors or employees in their corporate and individual capacities.

2. The Parties agree that this Settlement Agreement does not constitute an admission by the Defendant of any liability or wrongdoing. The Defendant expressly denies any violation of local, state or federal law, common or statutory, including but not limited to, Title VII of the Civil Rights Act of 1964, as amended, or Title I of the Civil Rights Act of 1991.

3. Nothing in this Agreement shall be construed to expand, limit or reduce Defendant's obligation to comply with Title VII of the Civil Rights Act of 1964, as amended.

4. Within one year after this Agreement is filed in Court, Vecta shall conduct one additional training session regarding the sexual harassment provisions of its Harassment Policy. The training will advise employees of the requirements and prohibitions of Title VII of the Civil Rights Act of 1964. The training will inform the employees of the complaint procedure for

individuals who believe they have experienced sexual harassment. The training will advise employees, including supervisors and managers, of the consequences of violating Title VII. The training will also include a specific discussion or instruction relating to the issue of sexual harassment. Within thirty (30) days after all training is completed, Defendant agrees to give written notice to the EEOC as to the date and location of the training, the name of the person providing the training and the substance of the training.

5. Defendant agrees to post the Notice attached to this Settlement Agreement (“Exhibit A”) in prominent locations at its facility that are visible to all employees.

6. Defendant agrees to pay Carmen Dean the amount of \$200,000.00, inclusive of attorney’s fees and costs, to resolve all claims and/or litigation relating to the above-referenced Charge and Complaints and other matters between Intervenor and Defendant. Said payment shall be in one lump sum, without any withholding. Carmen Dean will assume full responsibility to all state and federal taxing authorities for any tax consequences for which Steelcase could have withheld portions of the payment, including interest, sanctions or penalties regarding income or other taxes arising out of the payment, and further agrees to hold Defendant harmless for any such tax consequences.

7. The payment referenced in paragraph 6, above, shall be made ten (10) days after the date of entry of this Settlement Agreement by check made payable to Carmen Dean and her counsel John Schulman as agreed by the Parties. The payment shall be sent to John Schulman, The Schulman Law Firm, 9400 N. Central Expressway, Suite 416, Dallas, Texas 75231.

8. All reports to the EEOC required by this Agreement shall be sent to Keri L. Mallon, Senior Trial Attorney, EEOC, Third Floor, 207 S. Houston, Dallas, Texas 75202.

9. If Defendant fails to tender payment or otherwise fails to timely comply with the terms of paragraph 6, above, Defendant shall:

- a. Pay interest at the rate calculated pursuant to 26 U.S.C. Section 6621(b) on any untimely or unpaid amounts; and
- b. Bear any additional costs incurred by the EEOC caused by the non-compliance or delay of Defendant.

10. Neither the EEOC, Carmen Dean, nor Defendant shall contest the validity of this Settlement Agreement, or the jurisdiction of the federal district court to enforce this Settlement Agreement and its terms, or the right of any party to the Settlement Agreement to bring an enforcement action upon breach of any term of this Settlement Agreement by any such party. Nothing in this Agreement shall be construed to preclude any party from enforcing this Agreement in the event that any other party fails to perform the promises and representations contained herein.

11. Neither the EEOC nor Carmen Dean shall bring further suit or intervene in any suit against Defendant or any of its current or former officers, directors or employees in their corporate and individual capacities based upon the above-referenced Charge and Complaints.

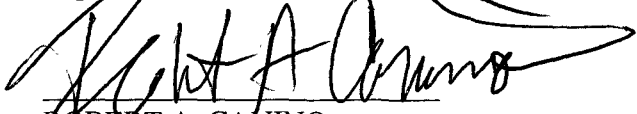
12. The Parties to this Settlement Agreement agree to bear their own costs and attorneys' fees associated with the above-referenced Complaints.

13. The term of this Settlement Agreement shall be for 12 months, except the waiver contained in Paragraphs 1 and 11 shall not be limited by this period of time. The parties agree that until the conclusion of the term of this Agreement, and even in the event that the Court may find it necessary to dismiss this case for purposes of docket administration, the U.S. District

Court for the Northern District of Texas, Dallas Division, shall nevertheless retain jurisdiction for enforcement of all terms set forth above.

AGREED:

**ATTORNEYS FOR THE PLAINTIFF  
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION:**



ROBERT A. CANINO

Regional Attorney

Oklahoma State Bar No. 11782

TOBY W. COSTAS

Supervisory Trial Attorney

Texas Bar No. 04855720

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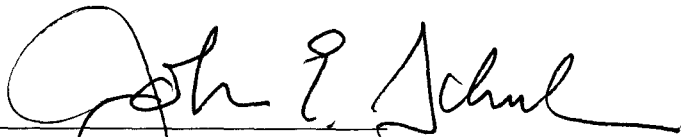
Dallas, Texas 75202

Tel. No. 214-655-3328; Fax No. 214-655-3328

**CARMEN DEAN AND ATTORNEYS FOR CARMEN DEAN:**



Carmen Dean



John E. Schulman

Texas Bar No. 17833500

THE SCHULMAN LAW FIRM

9400 North Central Expressway, Suite 416

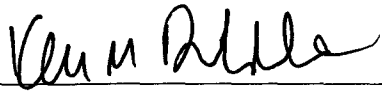
Dallas, Texas 75231

214-361-2580

214-361-6580 (fax)

George Dixie  
Texas Bar No. 05905000  
DIXIE & MAUZY  
2301 Cedar Springs, Suite 300  
Dallas, Texas 75201  
214-880-0090  
214-880-9688 (fax)

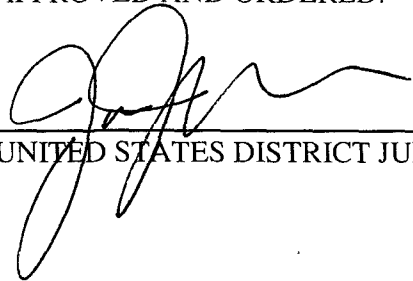
**ATTORNEYS FOR DEFENDANT:**



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JENNER & BLOCK, LLP  
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Washington, DC 20005  
202-639-6000  
202-639-6066 (fax)

**APPROVED AND ORDERED:**



UNITED STATES DISTRICT JUDGE

**CLOSED**

**CASE NUMBER: 3:04-CV-1890-B**

**DATE: FEBRUARY 23, 2005**

**TRIAL: YES \_\_\_\_\_ NO \_\_\_X\_\_\_**