

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

EQUAL EMPLOYMENT )  
OPPORTUNITY COMMISSION, )  
 )  
Plaintiff, )  
 )  
and )  
 )  
MOLLY BARON, )  
 )  
Plaintiff-Intervenor, )  
 )  
v. )  
 )  
S&Z TOOL & DIE CO., INC., )  
 )  
Defendant. )

CASE NO. 1:03CV2023  
JUDGE KATHLEEN M. O'MALLEY  
  
JOINT MOTION TO ENTER  
CONSENT DECREE

Now come the Parties, by and through their respective counsel of record, who hereby jointly move this Honorable Court for an order adopting the Consent Decree attached hereto.

Respectfully submitted,

/s/ per phone consent  
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*/s/ per phone consent*

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**CERTIFICATE OF SERVICE**

A copy of the foregoing Joint Motion to Enter Consent Decree was filed electronically on this 3rd day of August, 2006, with service being sent to all parties by operation of the Court's electronic filing system. Notice of this filing will be sent by e-mail to all parties by operation of the Court's electronic filing system. Parties may access this filing through the court's system.

/s/ Peter M. Poulos  
Peter M. Poulos, Esq.

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EQUAL EMPLOYMENT	)	CASE NO. 1:03CV2023
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	)	JUDGE KATHLEEN M. O'MALLEY
Plaintiff,	)	
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MOLLY BARON,	)	
	)	<u>CONSENT DECREE</u>
Plaintiff-Intervenor,	)	
	)	
v.	)	
	)	
S&Z TOOL & DIE CO., INC.,	)	
	)	
Defendant.	)	

INTRODUCTION

1. Plaintiff, the United States Equal Employment Opportunity Commission (the "Commission" or "EEOC") commenced this action on September 30, 2003, in the United States District Court for the Northern District of Ohio, Eastern Division (the "Lawsuit"), based upon Charge No. 220A00045 filed by Intervenor-Plaintiff Molly Baron ("Baron") on October 7, 1999 against Defendant S&Z Tool & Die Co., Inc. ("S&Z") (collectively referred to as the "Parties"). In its Complaint, the EEOC alleged that S&Z engaged in a pattern and practice of refusing to hire female applicants for employment because of their sex, Black applicants because of their race, and failure to preserve employment records, all in violation of Title VII and the EEOC's Regulations.

2. Baron moved to intervene in this matter on December 4, 2003 to pursue her interests under state and federal law.
3. The EEOC, Baron and S&Z agree that this Consent Decree ("Decree") fairly resolves the issues alleged by Baron and the EEOC in the Lawsuit, and constitutes a complete resolution of all of Baron's and the EEOC's claims and any Class-Member's claims which were made or could have been made against S&Z in the Lawsuit which was granted by this Court on October 22, 2003.
4. S&Z denies that it has engaged in any conduct in violation of Title VII, or any state, local or federal law. S&Z is entering into this Decree to avoid the expense and disruption related to the Lawsuit.
5. This Decree, along with Attachments A, B, C, and D, constitute the complete and exclusive agreement among the Parties with respect to the matters referred to herein. All terms of the agreement among the Parties in resolution of the Lawsuit are stated in this Decree, and there are no promises among the Parties, oral or written, other than those recited in this Decree and its attachments. This Decree is final and binding upon the Parties, their successors and assigns.

NOW, THEREFORE, the Court having examined the terms and provisions of the Decree, and based on the pleadings, record and stipulations of the Parties, it is ORDERED, ADJUDGED AND DECREED THAT:

JURISDICTION

6. The Court has jurisdiction over the Parties and the subject matter of the Lawsuit. The EEOC's Complaint and Baron's Complaint in Intervention assert claims that, if proven, would authorize the Court to grant the monetary and equitable relief set forth in this Decree against S&Z. The Court shall retain jurisdiction over the

Lawsuit for the duration of the Decree for the purposes of entering all orders, judgments and decrees as necessary to implement the relief provided herein.

7. The Decree conforms to the Federal Rules of Civil Procedure and is not in derogation of the rights or privileges of any person. The entry of this Decree will further the objectives of Title VII and will be in the best interests of the Parties, those for whom the EEOC seeks relief, and the public.

#### DEFINITIONS

8. Claimant: An individual who submits a Class Claim Form to the Class Fund Administrator within the Claims Receipt Period, pursuant to Paragraph 43 of this Decree.
9. Claim Share: The settlement amount for which a Class Member is determined to be eligible under Paragraph 43 of this Decree.
10. Class Administrator: The individual retained to carry out the administrative functions necessary to distribution of the Class Settlement Fund, as more specifically provided in Paragraph 42 of this Decree.
11. Class Member: A Claimant who is determined to meet the eligibility criteria pursuant to Paragraph 43 of this Decree.
12. Class Settlement Fund ("Class Fund"): The sum of \$850,000 paid by S&Z in full settlement of all claims for monetary relief to members of the class, as described in Paragraph 41 of this Decree.
13. Class Liability Period: This period is October, 1999 through the Effective Date of this Decree.
14. Complaint of Discrimination, Harassment or Retaliation: This shall mean any complaint which comes to the attention of a supervisor or manager and makes

allegations which are known by any supervisor or manager as an allegation of discrimination, harassment or retaliation. For example, an employee who complains to a supervisor about having been called a racially offensive name, has made a complaint which is known to be an allegation of harassment, regardless of whether the employee complains in writing or expressly uses the terms "discrimination" or "harassment." By contrast, a complaint made by a Black employee that he was unfairly denied overtime, may not be known as an allegation of discrimination unless the employee articulates that he believes he is being treated differently because of his race, or unless other circumstances such as previous complaints of discrimination exist which causes a supervisor/manager to realize the employee is complaining about discrimination.

15. EEO: This shall mean equal employment opportunity.
16. EEO Coordinator: The individual at S&Z who is responsible for the compliance with this Decree.
17. Effective Date: This is the date on which the Court enters this Decree, after hearing, if required.
18. Facility: Shall refer to S&Z's facility presently located at 3180 Berea Road, Cleveland, Ohio 44111.
19. Parties: The Parties to this Decree are the EEOC/Commission, Molly Baron and S&Z.
20. Private Counsel: Attorneys representing Plaintiff/Intervenor in this action.

#### GENERAL PROVISIONS

21. Scope: This Decree covers all S&Z employees.

22. Term of the Consent Decree: This Decree shall remain in effect for thirty-nine (39) months subsequent to the Effective Date of this Decree.
23. Compliance with EEO Laws: Nothing in this Decree shall be construed to limit or reduce S&Z's obligation to comply with the statutes enforced by the EEOC, including but not limited to Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e, et seq., Title I of the Americans with Disabilities Act, 42 U.S.C. §12101, et seq., Age Discrimination in Employment Act, 29 U.S.C. §621, et seq., and the Equal Pay Act, 29 U.S.C. §206(d). Except as expressly stated in this Decree, nothing in this Decree shall enlarge or expand S&Z's obligations or the obligations of its officers, agents, employees, successors and/or assigns, under any federal or state law, including but not limited to the laws set forth in this paragraph.
24. Effect of the Consent Decree: S&Z's compliance with this Decree will fully and completely resolve all issues of law and fact raised in or which could have been raised in EEOC Charge No. 220A00045, the EEOC's Complaint in this lawsuit and/or Baron's Complaint in Intervention.
25. Administrative Costs: The Defendant will pay the following expenses incurred in connection with the administration of the Decree:
  - the compensation of the Class Fund Administrator and reasonable costs incurred by the Class Fund Administrator in performing the work of the Class Fund Administrator; and
  - reasonable costs incurred in management of and disbursements from the Class Fund, including but not limited to advertising, postage, clerical

supplies, clerical services, accounting services, and any fees for tax preparation services required in connection with the Class Fund.

26. Severability: If one or more provisions of this Decree are rendered unlawful or unenforceable as a result of a legislative act or a decision by a court of competent jurisdiction, the following shall apply to insure that the Decree continues to effectuate the intent of the Parties. The provisions of this Decree which are not rendered unlawful, unenforceable or incapable of performance as a result of such legislative act or court decision, shall remain in full force and effect, and the Parties' responsibilities shall not abate as to any and all provisions that have not been rendered unlawful or unenforceable, except to the extent that the intent of the Parties would be undermined. Disputes over the application of this Severability provision shall be resolved pursuant to the dispute resolution procedures of Section 52 of this Decree.
27. Non-Admission of Liability: This Decree shall not constitute an adjudication and/or finding on the merits of the case. By entering into this Decree, S&Z does not admit that the allegations of the Complaint and Complaint in Intervention and/or the EEOC's findings with respect to the Individual Charge were correct and maintains its contention that none of its acts, omissions, programs or practices have at any time violated Title VII or any other federal, state or local law. The Decree does not constitute evidence of any violation by S&Z of Title VII or any other federal state or local law, regulation or order. The Parties, individually or collectively, shall not seek to use, directly or indirectly, this Decree or the fact of its existence as evidence in any other matter or action involving

S&Z, except in this Lawsuit as is necessary to enforce the specific terms of this Decree. The EEOC's reasonable cause determination on Baron's charge of discrimination will not be used by the EEOC as a basis to presume or as evidence that discrimination occurred, when deciding any other charge of discrimination involving S &Z.

28. Interpretation: The terms of this Decree are the product of joint negotiations and shall not be construed as having been authored by one of the Parties rather than another.

#### EFFECT ON RIGHTS

29. Limit on Waiver of EEOC Claims: Nothing in this Decree shall be construed to preclude the EEOC from bringing suit to enforce this Decree in accordance with the enforcement provisions of Section 55 below.
30. Charges Pending Or Filed After the Effective Date: Any individual charge of discrimination against S&Z which is pending with the EEOC on the Effective Date or is filed with the EEOC, whether directly with the EEOC, or through the Ohio Civil Rights Commission, after the Effective Date of this Decree, will be processed by the EEOC in accordance with its standard procedures, including any charge based on conduct which occurred or is alleged to have occurred prior to the Effective Date of this Decree. Provided, however, that any Class Member accepting benefits under the terms of this Decree will be barred from commencing any civil action based on or including claims which are covered by this Decree.
31. No Effect On Limitations Periods: Nothing in this Decree shall be deemed (a) to waive or stay the running of any statute of limitations or deadline by which any

person, party, claimant, or other entity must file a charge or complaint with any administrative agency or file a complaint in court or take other action, or (b) to reinstate the right of any person or other entity to take any action for which the time within which that action must be taken has passed.

AFFIRMATIVE RELIEF

32. Notice and Posting of Decree Notice.
  - 32.1. No Discrimination: S&Z shall consider all female and African-American and/or Black applicants on the same basis as all other applicants.
  - 32.2. No Retaliation: S&Z shall not retaliate against any employee or Class Member for his or her participation in the EEOC's investigation of the Individual Charge and its allegations and/or in the Lawsuit, or for asserting any rights under this Decree.
  
33. EEO Coordinator.
  - 33.1. Appointment of EEO Coordinator: Within thirty (30) days of the Effective Date of this Decree, S&Z will identify an existing employee or hire a new employee, who has experience in EEO and personnel matters, to serve as EEO Coordinator for S&Z.
  - 33.2. Responsibilities of EEO Coordinator: The EEO Coordinator will have day-to-day responsibility for coordinating S&Z's compliance with anti-discrimination laws, S&Z's compliance with the Decree, and maintaining records required by this Decree.
  
34. Evaluation of Compliance.
  - 34.1. By this Decree, the Parties intend to generally require that S&Z (a) provide equal employment opportunities to African-American/Black, and female

applicants; and (b) engage in good-faith efforts to increase recruitment of female, African-American/Black applicants. The following provisions of this paragraph relate to evaluating S&Z's compliance with these two general requirements. These provisions are not intended to preclude the EEOC from establishing non-compliance with a specific requirement, such as the reporting or training requirements of this Decree.

34.2. The Parties agree that in evaluating S&Z's compliance with the general requirements of this Decree, it is appropriate to (a) compare the proportion of female, African-American/Black employees hired during a specific period, to the proportion of female, African-American/Black applicants during the same period; and (b) compare the proportion of African-American/Black applicants during each specific reporting period, or other mutually agreeable period, to the proportion of African-Americans and Black in the labor force in the geographic area from which applications for employment at S&Z are received during that same period. The Parties recognize that there may be other appropriate methods to evaluate S&Z's compliance, and do not intend to mandate the use of any particular methodology.

34.3. The Parties agree that S&Z may establish its compliance with the general requirements of this Decree by demonstrating, for example and without limiting the types of evidence that may demonstrate compliance, that (a)sex, race or color was not a motivating factor in any decision not to hire any particular female, or African-American/Black applicant; and/or (b) it

exercised reasonable efforts to attract qualified female, or African-American/Black applicants.

34.4. Disputes arising under this Paragraph 34.4 shall be resolved in accord with Section 52 of this Decree with the additional requirement that, should the EEOC conclude that S&Z has failed to comply with its obligations under this Paragraph 34.4, the EEOC will provide written notice to S&Z of the EEOC's conclusion, together with a description of the evidence supporting that conclusion, and will meet with S&Z representatives to discuss the EEOC's conclusion and supporting evidence, to consider any response which S&Z may present, and if the EEOC remains convinced that S&Z has failed to comply, to negotiate with S&Z toward a resolution of the dispute over S&Z's compliance. These steps must be taken before the EEOC may bring an action for enforcement in the Court based on S&Z's alleged noncompliance with this Paragraph 34.

35. EEO Training.

35.1. Development of EEO Training Program: Within one-hundred twenty (120) days of the Effective Date of this Decree, S&Z shall submit to the EEOC proposed EEO training programs for (a) non-supervisory employees; (b) supervisory employees; and (c) human resource employees at S&Z. Each training program will include the following information: (a) a detailed agenda; (b) curriculum vitae(s) of the trainer(s); and (c) a plan to ensure that all employee receive the required training. Within fourteen (14) days of receiving S&Z's training proposal, the EEOC will advise S&Z of any

recommended changes. Any dispute between S&Z and the EEOC as to the training program will be resolved through the enforcement procedures in Section 52.

35.2. Amount of Training Required.

- (a) The EEOC recognizes S&Z conducted training during 2005 for all employees, and diversity training is currently scheduled.
- (b) Non-Supervisory Employees – On an annual basis, S&Z will provide non-supervisory employees at S&Z at least three hours of EEO training. Additionally, at least one hour of EEO training will be provided to all non-supervisory employees within thirty (30) days of hire. This training may be by in-person presentation, presentation by videotape, online program, or other similar medium.
- (c) Management and Supervisory Employees – On an annual basis, S&Z will provide supervisory and management employees at S&Z with at least three hours of EEO training. Additionally, at least four hours of EEO training will be provided to all supervisory and management employees within thirty (30) days of hire or promotion into a supervisory position. This training may be by in-person presentation or some combination of in-person presentation and presentation by videotape, online program, or other similar medium.
- (d) Human Resource Employees – On an annual basis, S&Z will provide human resource employees with at least twelve (12) hours of EEO training. Additionally, EEO training will be provided within

thirty (30) days of hire or promotion into a human resource position at S&Z. This training may be by in-person presentation or some combination of in-person presentation and presentation by videotape, online program, or other similar medium. This training requirement may be met by up to four hours of company-presented training, with the remainder provided by attendance at third-party prepared and presented seminars or presentations, provided that all of the required topics are covered in either company-presented or third-party presented programs.

35.3. Required Subjects of Training – the EEO Training Programs Shall Include:

- for non-supervisory, supervisory and management, and human resources employees, instruction on the requirements of all applicable equal employment opportunity laws including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Equal Pay Act and the Pregnancy Discrimination Act;
- for non-supervisory, supervisory and management, and human resources employees, an explanation of job descriptions and their use, and review of S&Z's non-discrimination employment policies with particular emphasis on the complaint procedure and prohibitions on retaliation;

- for supervisory and management, and human resources employees, instruction on any policies related to this Decree, such as: the job descriptions, hiring and promotion procedures, and advertising and recruitment procedures;
- for supervisory and management, and human resources employees, instruction on the specific requirements of this Decree and the proper procedures for responding to complaints of discrimination or harassment.

36. Modification and Implementation of EEO Policies and Procedures:

36.1. Review of Policies – The EEOC has reviewed S&Z's recently revised policies and procedures and found them compliant with EEOC regulations. When necessary, the EEOC will work with S&Z management to develop and implement new and/or revised policies and procedures to provide equal employment opportunities for female and/or African-American/Black applicants and employees. During the second and subsequent years of this Decree, S&Z may develop additional policy revisions to provide equal employment opportunities.

36.2. Policies to Be Modified or Developed.

- (a) Job Descriptions – By no later than six months after the Effective Date of this Decree, S&Z will adopt and publish to employees detailed job descriptions which include duties and minimum qualifications for each position in existence at S&Z. The job descriptions shall be developed in accordance with professional

standards of job analysis. The job descriptions shall be accessible to all employees and shall be referenced in any job posting. Publication of the job descriptions may be achieved by any one or more of the following methods: (a) distributing copies to employees; (b) posting copies in areas where communications to employees are routinely posted; or (c) providing written notice to employees of the existence of the job descriptions and of where an employee may review the job descriptions.

- (b) Hiring Procedures – By no later than six months after the Effective Date of this Decree, S&Z will adopt and publish to employees hiring procedures, to include at least the following: (a) clear and objective hiring criteria; (b) job posting of available non-managerial positions to employees, including minimum qualifications and application deadlines; (c) requirement that successful candidates be selected from among the pool of qualified applicants; and (d) publication of the policies and hiring criteria to employees and applicants. Publication of the hiring procedures may be achieved by any one or more of the following methods: (a) distributing copies to employees; (b) positing copies in areas where communications to employees are routinely posted; or (c) providing written notice to employees of the existence of the hiring policies and of where an employee may review the hiring policies.

- (c) Job Advertising – By no later than six months after the Effective Date of this Decree, S&Z shall implement job advertising policies which include advertising in the community, and in publications targeted to females and African-American/Black individuals.
- (d) Recruitment – By no later than six months after the Effective Date of this Decree, S&Z shall implement recruitment policies which target female and African-American/ Black communities.

RESOLUTION OF CLAIMS ASSERTED ON BEHALF OF INTERVENOR

- 37. Terms of Resolution: In resolution of all claims raised on behalf of Baron by the EEOC in its Complaint and in the Complaint in Intervention or which could have been raised on her behalf in the Lawsuit, S&Z will make an offer of employment to Molly Baron and payments to Baron and her counsel as described in Paragraph 38. Baron will execute the Settlement Agreement and Release (“Release”) attached to this Decree as Exhibit C. Within ten days of execution of the Release and delivery of payments to Baron and her counsel pursuant to Paragraph 38, counsel for the Parties shall submit a stipulation to the Court of compliance with the terms of this Decree in resolution of claims on behalf of Baron, together with a proposed Order of Dismissal with Prejudice of all claims. If the Court is satisfied that the terms of resolution have been met, an Order of Dismissal with Prejudice of all claims on behalf of Baron, will enter.
- 38. Payment to Intervenor: S&Z will pay to Baron the aggregate sum of ninety thousand dollars (\$90,000) to be apportioned and identified as follows: \$30,000 as payment for Baron’s allegation of refusal to hire; \$60,000 for compensatory damages. Such payments shall be made within ten days after Baron has

executed the Release provided that Baron does not exercise any right to revoke contained in the Release. S&Z shall prepare and forward appropriate tax reporting Form 1099-MISC for Baron's award. On Form 1099-MISC for the compensatory damage award to Baron, S&Z shall designate Box 3, Other Income, and not Box 7.

39. Payment to Intervenor's Counsel: Baron is a prevailing party for purposes of an award of attorneys' fees and costs pursuant to 42 U.S.C. §2000e-5(f). In full settlement of claims for attorneys' fees and costs, S&Z will pay the amount of thirty thousand dollars (\$30,000) to Baron's counsel, Dennis J. Niermann, Esq., 4070 Mayfield Road, Cleveland, Ohio 44121. Such payment shall be made within ten days after Baron has executed the Release, provided that Baron does not exercise any right to revoke contained in the Release. S&Z shall prepare and forward an appropriate tax reporting Form 1099-MISC. Baron's counsel represents and warrants that upon payment of monies stated in this Section, no application for fees or further requests for attorney compensation will be made, except to the extent permitted under any dispute arising under the terms of the Release entered into between S&Z and Baron.

40. Tax Treatment of Payments to Intervenor and Counsel .

40.1. S&Z shall make required reports to the Internal Revenue Service and other tax authorities.

#### RESOLUTION OF EEOC CLASS CLAIM

41. Class Monetary Relief.

41.1. Class Settlement Fund Amount: S&Z shall pay the gross sum of \$850,000 ("Class Fund"), in resolution of the EEOC's claims of hiring discrimination.

41.2. Class Fund Account: The Class Fund shall be deposited and maintained in a segregated account in the manner described herein:

- (a) Within thirty (30) days after the Effective Date, S&Z shall establish and maintain a segregated account, which shall be known as the "Class Fund Account." S&Z shall fund the Class Fund Account with twelve (12) equal payments made quarterly over a period of three (3) years from the Effective Date, the first payment to be made ninety (90) days from the Effective Date.
- (b) The Class Fund Account shall be an interest-bearing account in an established financial institution selected by S&Z. All interest earned by the Class Fund Account will be the property of and paid to S&Z.
- (c) The Class Fund will be distributed in accordance with the provisions of this Decree. Under no circumstances shall commitments for payments from the principal of the Class Fund for purposes allowed by this Decree exceed the amount of funds available in the Class Fund.

42. Administration of Class Settlement.

42.1. Class Fund Administrator: The EEOC and S&Z shall select a Class Fund Administrator ("Administrator") to perform all functions necessary to the administration of the Class Fund as described in this Decree and as detailed more fully in the contract for services negotiated with the Administrator. The Administrator shall be an agent for the parties in regard to his or her duties under the Decree. The Administrator will have

authority to employ the staff necessary to carry out his or her administrative functions, subject only to limitations provided in the negotiated contract for services.

42.2. Responsibilities of Administrator: As more fully detailed in the negotiated Service Provider Contract, the Administrator will have the following responsibilities:

- Develop and maintain a database of potential class members, based on records provided by S&Z, and by temporary staffing agencies utilized by S&Z during the Class Liability Period;
- Manage all efforts to provide notice to potential class members, including follow-up efforts to locate potential Class Members;
- Receive, process, and evaluate claims for eligibility and settlement amount.

42.3. Potential Class Member Database: Within sixty (60) days after the Effective Date of this Decree, S&Z and the EEOC will provide the Administrator with all available records of individuals who unsuccessfully sought employment at S&Z during the Class Liability Period. From that information, the Administrator will create a database of Potential Class Members. When the Administrator has completed compilation of the database, a copy will be provided to the EEOC and S&Z.

42.4. Database Challenges: Within thirty (30) days after receiving the completed database, S&Z may challenge any name on the database by submitting to the Administrator a statement of the basis for any such

challenge, together with any supporting evidence. The Administrator will evaluate the evidence and issue a recommendation to the EEOC as to whether the challenged individual should be removed from the Potential Class Member database as ineligible. The EEOC will determine whether to remove the challenged individual from the database. The challenge process will be completed and the database finalized within sixty (60) days after the initial database was provided to the EEOC and S&Z under the previous Paragraph 42.3. When the Potential Class Member database is finalized, the Administrator will serve written notice on S&Z and the EEOC, the date of which notice will be the "Start Date" for purposes of the claim process.

42.5. Notice of Class Settlement:

- (a) Notification Period – For a period of not more than one hundred twenty (120) days after the Start Date ("Claims Receipt Period"), the Administrator shall solicit and accept claim forms through the means set forth in the Subparagraphs below. No new claims will be accepted after conclusion of the Claims Receipt Period.
- (b) Mailing – To each individual on the Potential Class Member database, the Administrator will mail the following materials; (1) a "Cover Letter" in the form of Exhibit A; (2) a "Class Claim Form," in the form of Exhibit B; and (3) a postage paid return envelope addressed to the Administrator. The Parties will cooperate with the Administrator to make reasonable efforts to locate individuals

whose mailings are returned or undeliverable. The Administrator will mail a Cover Letter and Class Claim Form to any individual who so requests.

- (c) Notice in Selected Print and Radio Media – The Administrator may place advertisements in selected print and/or radio media, directed to females and/or African-American/Black communities in the Northeastern Ohio metropolitan area. The text of such advertisements shall be prepared according to and comply with the instructions set forth in Subparagraph (d) below.
- (d) Advertisement and Website Content – Except for the written notices attached hereto, the content of any other notice, including without limitation print and radio advertisements, website notice, and information provided by telephone, shall be developed by the Administrator and submitted to the EEOC and S&Z for approval prior to being used. The content of such notices will be a summary of the information included in the Claim Form Cover Letter, and shall not include the following (a) any description of the substantive facts, allegations and claims of the Complaint and the Individual Charge, except as generally stated in the Cover Letter; (b) any reference to the amounts paid under the Decree; and/or (c) any reference to amounts which might be awarded to Class Members. Any disputes over content of notices shall be resolved in accord with Section 52 of this Decree.

(e) Termination of Advertising – At the conclusion of the Claims Receipt Period, all advertising activity shall cease. The content of the website and the Administrator’s telephone message shall be revised to eliminate any reference to acceptance of claims, and shall refer to and provide information only on the status of existing claims. The revised content of the website and the telephone message shall be developed as prescribed by Subparagraph (d) above. The website and telephone number will remain active until the Administrator determines that they no longer serve a useful purpose in the processing of claims but in no case beyond thirty (30) days after the date upon which all payments to Eligible Class Members have been mailed under Subparagraph 46 of this Decree.

43. Processing Claims for Class Participation: Individuals who deliver a completed Claim Form to the Administrator within the Claims Receipt Period (“Claimants”) will be eligible for consideration to be Class Members. The determination of eligibility and claims share amount will be made as follows:

43.1. Eligibility and Distribution Criteria – At least forty-five (45) days before the Start Date, the EEOC will provide S&Z an explanation of the criteria for determining eligibility, and a formula for determining distribution of the Class Fund. Within thirty (30) days of receiving the proposed eligibility criteria and distribution formula, S&Z may submit to the EEOC and Administrator any suggested changes to the proposed criteria and formula, provided that the EEOC shall retain complete discretion over the

final criteria for determining eligibility and the formula for determining distribution of the Class Fund. Provided, however, that in no case shall any Class Member receive a total distribution of more than \$45,000 from the Class Fund.

43.2. Eligibility and Claim Share Determination – All claims for class participation shall be submitted to the Class Administrator, who will analyze and determine eligibility and Claim Share, based on the eligibility criteria and distribution formula determined in Paragraph 43 above. The Administrator's determinations will be subject to review and approval by the EEOC. The EEOC retains final authority for determining class eligibility and distribution of the Class Fund.

43.3. Class Distribution List – The EEOC's determinations of eligibility and distribution will be set forth in a Class Distribution List, which will list the names and mailing addresses of eligible Claimants, and the Claim Share for each Class member, divided between back pay and compensatory damages.

43.4. Notice of Eligibility Determination – Based on the EEOC's determination of class eligibility and distribution, the Administrator will mail notices of eligibility determination to all Claimants.

(a) Ineligible Claimants – To all Claimants determined to be ineligible, the Administrator will mail a notice of Determination of Ineligibility and a Notice of Rights.

(b) Eligible Claimants – To all Claimants determined to be eligible (“Class Members”), the Administrator will mail a Notice of Eligibility Determination and Settlement Offer, together with a Notice of Rights, a Class Member Release, a check payable to the Class member and a postage pre-paid envelope addressed to the Administrator. If contacted by a Class Member for attorney referrals, the EEOC will follow its standard procedures, by which three names, taken in order of routine rotation from the EEOC’s list of approved counsel, are mailed, with their contact information, to the inquiring Class Member.

44. Claimant Objections and Fairness Hearing.

44.1. Scope of Objections: Claimant objections are limited to (a) challenging the fairness of the eligibility criteria and distribution formula established under Paragraph 43 above. Class Members who file timely objections, will be allowed ten days after informal resolution by the EEOC or final determination by the Court of their objection, to accept the offer by signing and returning the Class Member Release, in the form of Exhibit D. Notwithstanding the foregoing 45-day and 1-day submission deadlines, the Administrator will continue to accept Class Member Releases for twenty (20) days after resolution or determination of the last-decided claimant objection or, if no objections are filed, for twenty (20) days after the deadline for filing objections, and any Class Member Release received during this period will be deemed timely submitted. Any Class Member

who fails to return the Class Member Release within the time allowed in this paragraph, will be deemed to have rejected the settlement offer. Provided, however, that the EEOC and S&Z may, by agreement, accept a late-returned Class Member Release at any time.

44.2. The Class Member Release shall cover any and all claims which were or could have been raised in the Charge of Discrimination and/or in this lawsuit.

45. Administrator's Certification of the Class: Upon receipt by the Administrator of a signed Class Member Release, the Administrator will forward to S&Z the original signed Class Member Release, and send notice to S&Z and the EEOC that the Class Member has signed the Class Member Release and is therefore deemed an Eligible Class Member. On the first business day after close of the period for accepting Class Member Releases under Paragraph 44 above, the Administrator will provide the EEOC and S&Z with a Certification of the Class, listing all Eligible Class Members, and all Class Members who have not returned a signed Class Member Release and are thus deemed to have rejected the settlement offer under Paragraph 44 above.

46. Distribution of Class Settlement Fund.

46.1. Payments to Eligible Class Members: Within fourteen (14) days after the Administrator's Certification of the Class, S&Z shall distribute the Class Fund to Eligible Class Members in the amounts reflected in the Final Class Distribution List approved by the Court. To each Eligible Class Member, S&Z will mail two checks drawn on the Class fund – one for that

portion of the gross amount payable to the Eligible Class Member which represents wages, less legally-required deductions, and one check for that portion of the gross amount payable to the Eligible Class Member which represents compensatory damages and is not subject to withholding.

46.2. Distribution of Undistributed and Unclaimed Portion of Class Payment: All undistributed and unclaimed funds shall be donated to Habitat for Humanity. In the event Habitat for Humanity does not want this donation, the funds will be donated to the United Negro College Fund.

46.3. Tax Treatment of Class Payments:

- (a) Payments to Eligible Class Members will be divided as follows: one hundred percent (100%) non-wage income.
- (b) S&Z shall prepare and distribute tax reporting forms to each Eligible Class Member who receives payment under this Decree.
- (c) S&Z shall make appropriate reports to the Internal Revenue Service and other tax authorities.
- (d) Eligible Class Members shall be responsible for payment of the employee's share of taxes owed to any governmental authority as a result of payments under this Decree. Any taxes on earnings of the Class Fund which may accrue shall be paid by S&Z as part of the administrative expenses governed and limited by Paragraph 42 of this Decree.

#### REPORTING AND RECORD KEEPING

47. Document Preservation:

47.1. For the duration of the Decree, S&Z agrees to maintain such records as are necessary to demonstrate its compliance with this Decree and verify that the reports submitted are accurate, including but not limited to the documents specifically identified below.

47.2. For the duration of the Decree and for two years following termination of the Decree, S&Z shall retain the following hard-copy (paper or fiche) and computer records relating to activities at and for S&Z:

- all covered job postings;
- all applications, including employee applications for open positions;
- all records regarding selection of successful candidates;
- all personnel files including all performance appraisals, discipline and termination records;
- a copy of any advertisement for any open position;
- all complaints of discrimination or harassment based upon race, and all records of the investigation of those complaints;
- all complaints of retaliation prohibited by statutes enforced by the EEOC, and all records of the investigation of those complaints;
- all notices of rejection to applicants for initial hire, requested change of assignment or promotion;
- all computerized payroll data; and
- all data utilized in hiring performance reviews and selection decisions for positions filled.

This paragraph requires only the retention of existing documents and records, and documents and records that are hereinafter created and maintained in the normal course of S&Z's business activities. It imposes no requirement that S&Z create documents or records of a type not already being created or maintained.

48. Initial Report: Within one hundred twenty (120) days of the Effective Date of this Decree, S&Z shall provide the EEOC with the following:

- a status report on the project to review and revise existing policies, as required in Paragraph 47 above;
- verification that all supervisors and managers at S&Z, and all human resource employees at S&Z have attended orientation on the terms and provisions of this Decree; and
- proposed EEO training programs.

49. Periodic Reports.

49.1. During the term this Decree, S&Z shall submit six semi-annual reports to the EEOC. With each report, S&Z shall submit all data in electronic form.

49.2. The first reporting period will begin on the Effective Date of this Decree, and will end on the last day of the fifth complete calendar month thereafter (e.g., April 17, 2006 through September 30, 2006). Each subsequent reporting period will be six calendar months.

49.3. Each report shall contain the following information for the relevant reporting period:

- copies of each applicable job posting during the reporting period;

- a summary, categorized by sex and race, including African-American/Black, of applicants for each position for which applications were accepted at S&Z during the reporting period, and the identity by sex and race of the persons selected;
- the number of employees employed at S&Z at the start and end of the reporting period, categorized by sex and race;
- copies of all complaints, formal or informal, of race discrimination, harassment or retaliation, and copies of the investigative files relating to each complaint; and
- verification of employee attendance for all EEO training conducted during the reporting period.

49.4. Additional Data – The EEOC shall have the right to request additional computer or other data from S&Z, so long as the information sought is necessary and consistent with the EEOC's enforcement of the Decree. S&Z shall comply with a request for additional data within thirty (30) days of the request. Any disputes between S&Z and the EEOC regarding the propriety of any request for additional data shall be resolved in accord with Section 52 of this Decree.

#### RESOLUTION OF DISPUTES AND ENFORCEMENT OF CONSENT DECREE

50. Enforcement by EEOC – It is expressly agreed that if EEOC concludes that S&Z has breached this Decree, EEOC may bring a Notice of Dispute complying with the informal resolution procedures set forth in Paragraph 52 below.

51. Scope of Remedies – In any action to enforce the terms of this Decree, the Court will have full authority to order any remedy the Court deems appropriate, including without limitation, specific performance and/or extension of the Decree beyond the thirty-nine month term.
52. Obligatory Informal Resolution Efforts.
  - 52.1. Notice of Dispute: Prior to initiating an action to enforce the Decree or to submit an unresolved dispute to the Court, acting Party, the EEOC or S&Z, will provide written notice to the responding Party of the nature of the dispute. As appropriate, this notice shall specify the particular provision(s) believed to have been breached and a statement of the issues in dispute. The notice may also include a reasonable request for documents or information relevant to the dispute.
  - 52.2. Response to Notice of Dispute: Within fourteen (14) days after service of the Notice of Dispute, the responding Party will provide a written response and provide the requested documents or information, unless there is a dispute over the request for documents or information. Disputes over requests for documents or information will be resolved in accord with this Section.
  - 52.3. Service: In order to expedite the process, service of the Notice of Dispute and Response shall be made by hand-delivery, facsimile transmission, or electronic mail.
  - 52.4. Meeting: After service of the Response, the EEOC and S&Z will schedule a telephone or in-person meeting to attempt to resolve the dispute.

- 52.5. Dispute Resolution Period: If the dispute has not been resolved within thirty (30) days after service of the Notice of Dispute, an action to enforce the Decree or to bring the unresolved dispute before the Court may be filed in this Court.
53. No Delegation of Authority to Enforce. Nothing in this Decree is intended to confer upon any person or entity other than the Parties the right to seek enforcement of this Decree or of any of the terms contained herein. Nothing in this Decree is intended to confer upon any person or entity other than the Parties the right to bring an unresolved dispute arising under this Decree, except as specifically provided in Paragraph 55.
54. Time Limitations on Enforcement Actions by EEOC: The EEOC may, within one year after receipt by the EEOC from S&Z of a report required by and in compliance with this Decree, file a motion alleging that a violation of the terms of the Decree occurred based upon that report. Should the EEOC learn of facts that it believes establish a violation of the Decree by means other than a report from S&Z, then the EEOC shall have one year from the date on which it learned of such facts within which to file a motion alleging a violation of the Decree. No motion alleging a violation of the Decree may be initiated more than five (5) years after the Effective Date of the Decree.
55. Expedited Proceedings: The provisions of this section do not prevent the EEOC from bringing an issue before the Court when the facts and circumstances require immediate Court action. Prior to filing such action, and as early as is practical under the circumstances, S&Z will be notified of the EEOC's intent to

invoke this provision. The EEOC's moving papers shall explain the facts and circumstances that necessitate immediate Court action. Should the EEOC bring a matter before the Court requiring immediate Court action, copies of the moving papers will be provided to S&Z.

MISCELLANEOUS TERMS

56. Attorney Fees and Costs: The EEOC and S&Z shall bear their own costs and attorneys' fees associated with this litigation and neither shall seek reimbursement for any investigative and/or litigation costs, fees or expenses in this matter.
57. Disclosure and Non-Disclosure of Records: The EEOC will disclose records, or maintain confidentiality of records, in accordance with the standards established in the Freedom of Information Act ("FOIA"). Within five working days of receiving a request relating to this litigation or the underlying charge of discrimination, the EEOC will provide S&Z a copy of the request, and specify the date by which the EEOC is required to respond. During the twenty (20) working day period, the EEOC has to respond to a FOIA request, S&Z may submit a statement of its position as to what records the EEOC is required to disclose or maintain confidential, and the EEOC will give due consideration to S&Z's position. Prior to disclosing any records, the EEOC will inform S&Z if the EEOC's position is different from S&Z's. Because of the limited time for the EEOC to respond to FOIA request, the Parties will cooperate with one another in attempting to promptly identify any differences, so that if necessary, S&Z may seek a protective order.

58. Dismissal of Complaints: Six months after expiration of this Decree, or six months after the final resolution of any enforcement action or other dispute under this Decree which might be filed with the Court, whichever is later, the Complaint in this Lawsuit and all claims raised therein against S&Z which have not previously been dismissed with prejudice, will be dismissed, with prejudice, with each Party to bear its own attorneys' fees and costs.
59. Computation of Time Periods: In computing any period of time prescribed or allowed by this Decree, unless otherwise stated such computation shall be made consistent with the Federal Rules of Civil Procedure.
60. Notices: Except as is otherwise provided for in this Decree, all notifications, reports and communications to the Parties required under this Decree shall be made in writing and shall be sufficient as hand-delivered, faxed or sent by certified or registered mail to the following persons (or their designated successors):

For S&Z: David Rutila, President  
Peter M. Poulos, Esq.  
3180 Berea Road  
Cleveland, Ohio 44111-1598  
Fax: (216) 252-7270

For Molly Baron: Dennis J. Niermann, Esq.  
Dennis J. Niermann Co., LPA  
4070 Mayfield Road  
Cleveland, Ohio 44121  
Fax: (216) 291-9622

For EEOC: Lawrence Mays, Esq.  
Equal Employment Opportunity Commission  
Anthony J. Celebrezze Bldg., Suite 3001  
1240 East Ninth Street,  
Cleveland, Ohio 44199  
Fax: (216) 522-7430

Any party may change such addresses by written notice to the other parties, setting forth a new address for this purpose. Notwithstanding the provisions for notification contained in this paragraph, the Parties may, after agreement memorialized in writing, send each other such notifications, reports and communications by e-mail transmission.

61. Recitals Incorporated: The statements and commitments of the Parties stated in the Recitals by the Parties are incorporated into and treated as part of this Order.
62. Amendment: By mutual consent of the Parties, this Decree may be amended in the interest of justice and fairness in order to execute the provisions involved. No waiver, modification or amendment of any provision of this Decree shall be effective unless set forth in a written agreement executed by the Parties and approved by the Court. Neither Party may approach the Court seeking any modification, amendment, extension or other order concerning this Decree, without having first discussed, in person or by telephone, the proposed change and sought agreement by or resolution with the non-moving Party.
63. Implementation: The EEOC and S&Z agree to take all steps that may be necessary to fully effectuate the terms of this Decree.

SO ORDERED, ADJUDGED AND DECREED this \_\_\_\_ day of \_\_\_\_\_, 2006.

---

Kathleen M. O'Malley

United States District Court Judge

BY CONSENT:

EQUAL EMPLOYMENT OPPORTUNITY  
INC.  
COMMISSION

BY: Lawrence Mays

Lawrence Mays

Date: July 31, 2006

S&Z TOOL & DIE CO.,

BY: Peter M. Poulos/kue

Date: 8/2/06

Lawrence Mays, Esq.  
Equal Employment Opportunity  
Commission  
Anthony J. Celebrezze Bldg., Suite 3001  
1240 East Ninth Street,  
Cleveland, Ohio 44199  
(216) 522-4796

Attorney for EEOC

Dennis J. Niermann August 2, 2006

Dennis J. Niermann, Esq.  
Dennis J. Niermann Co., LPA  
4070 Mayfield Road  
Cleveland, Ohio 44121  
(216) 297-1040

Attorney for Molly Baron

Peter M. Poulos, Esq.  
Mary G. Balazs, Esq.  
Taft, Stettinius & Hollister  
200 Public Square  
3500 BP Tower  
Cleveland, Ohio 44114  
(216) 241-2838

Attorneys for S&Z Tool &  
Die Co, Inc.

\_\_\_\_\_, 2006

Address

Dear \_\_\_\_\_:

The Equal Employment Opportunity Commission (“EEOC”), a United States government agency charged with the duty of enforcing the federal laws against discrimination in employment, has entered into an agreement with S&Z Tool & Die Co., Inc. (“S&Z”). The agreement settles a Complaint that the EEOC filed against S&Z on September 30, 2003. The agreement provides that some females or blacks who sought employment with S&Z and were not hired, may be eligible for monetary awards. The amount of money distributed will depend on the number of eligible females or blacks who submit timely and complete claim forms to the Claims Administrator.

In order to be considered for any monetary award under the terms of the agreement, you must meet *ALL* of the following criteria:

- a. You are a **female or black** and you applied to S&Z for a General Laborer position at any time during the period of October 1999 through December 2004;
- b. Were Qualified for the position applied for;
- c. Were not offered the position applied for; and
- d. Were not hired by S&Z within one year after applying for the position.

If you are **not** a person who falls within this definition, you should disregard this letter.

If you believe that you meet the above requirements, you are eligible to file a claim in this case. If you wish to be considered for a monetary award in this case, **YOU MUST FILE THE ATTACHED "CLAIM FORM" AS INSTRUCTED BELOW. IF YOU DO NOT FILE THE ENCLOSED CLAIM FORM, YOU WILL NOT BE ELIGIBLE TO RECEIVE ANY MONETARY BENEFITS FROM THE SETTLEMENT IN THIS CASE. PLEASE NOTE, HOWEVER, THAT RETURNING YOUR CLAIM FORM DOES NOT GUARANTEE THAT YOU WILL RECEIVE A MONETARY AWARD.**

The deadline for filing this Claim Form is \_\_\_\_\_, 2007. Your Claim Form must be postmarked by the date and mailed to:

Please be advised that your failure to completely furnish the information requested and return it to the Claims Administrator by the date specified, may result in the rejection of your claim. It is in your best interest to immediately return your completed Claim Form. Please ensure that your Claim Form is notarized by a Notary.

A determination will be made pursuant to the Commission's agreement with S&Z, in determining what, if any, compensation you may be entitled to.

Sincerely,

---

**S&Z TOOL & DIE CO., INC. CLAIM FORM**

**IMPORTANT**

**TO BE MAILED OR FILED ON OR BEFORE , 2006**

Note: You must be black or female to file this claim form.

Full Name: \_\_\_\_\_  
(First, Middle and Last)

If you used a different name at any time from October 1999 through December 2004:

\_\_\_\_\_  
(First, Middle and Last)

Gender: Female \_\_\_\_\_ Male \_\_\_\_\_

Race: Black \_\_\_\_\_ Other \_\_\_\_\_

Social Security Number:

Current Mailing Address:

Telephone Numbers:

Home: ( ) \_\_\_\_\_

Work: ( ) \_\_\_\_\_

Cell: ( ) \_\_\_\_\_

E-mail Address:

Date of Birth:

ANSWER THE QUESTIONS BELOW AS COMPLETELY AS YOU CAN. ATTACH EXTRA SHEETS OF PAPER, IF NEEDED.

1. Did you apply to S&Z Tool & Die Co., Inc. for one of the following positions at any time during the period of October 1999 through December 2004: General Labor

Yes \_\_\_\_\_ No \_\_\_\_\_

**S&Z Tool & Die Co. Inc. Claim Form**

**Page 2 of 3**

2. Identify each and every position applied for at S&Z tool & Die Co., Inc., the date of application, and whether you were qualified for the position. If retained, attach a copy of the employment application, resume or cover letter submitted to S&Z Tool & Die Co., Inc.

(a) Job Title:  
Date of application:  
Qualified: Yes \_\_\_\_\_ No \_\_\_\_\_

(b) Job Title:  
Date of application:  
Qualified: Yes \_\_\_\_\_ No \_\_\_\_\_

(c) Job Title:  
Date of application:  
Qualified: Yes \_\_\_\_\_ No \_\_\_\_\_

3. Were you offered employment and/or hired by S&Z Tool & Die Co., Inc.?  
Yes \_\_\_\_\_ No \_\_\_\_\_

(a) If YES, when were you offered employment and/or hired and for which position? Also, if you were offered a position, yet declined the offer, please indicate why you did not accept the offer of employment.

Date:  
Position:  
Reason for not accepting the position, if applicable:

Date:  
Position:  
Reason for not accepting the position, if applicable:

Date:  
Position:  
Reason for not accepting the position, if applicable:

**S&Z Tool & Die Co. Inc. Claim Form**

**Page 3 of 3**

4. If you were NOT offered employment and/or hired by S&Z Tool & Die Co., Inc., describe your qualifications to work at S&Z Tool & Die Co., Inc., at the time of application.

**In order to be considered to receive benefits, you must sign and date below, and have this document notarized by a Notary.**

**I swear or affirm that I have read the above claim form and that it is true to the best of my knowledge, information and belief.**

Notary:

Signature of Claimant:

---

Subscribed and sworn to before me this date:

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release, by and between Plaintiff Molly Baron ("Baron") and Defendant S&Z Tool & Die Co., Inc. ("S&Z"), their subsidiaries, affiliates, predecessors and successors, officers, directors, board members, employees, heirs, successors, assigns, representatives, agents, and counsel, is entered on this 11<sup>th</sup> day of May, 2005. Plaintiff and S&Z are hereinafter referred to collectively as the "Parties."

**WITNESSETH:**

**WHEREAS**, Baron filed a charge with the EEOC alleging discrimination in S&Z's hiring practices, Charge No. 220A00045 (the "Charge").

**WHEREAS**, after investigating the Charge, the EEOC filed suit against S&Z in the U.S. District Court for the Northern District of Ohio, Case No. 1:03 CV 02023 (the "Lawsuit"), alleging that S&Z discriminated against Baron and other applicants for employment on the basis of gender and race. Baron thereafter intervened in the Lawsuit, asserting individual claims against S&Z.

**WHEREAS**, S&Z will enter into a Consent Decree ("Consent Decree") that provides for monetary and non-monetary relief for Baron and other class members.

**WHEREAS**, S&Z and Plaintiffs wish to resolve, settle and/or compromise any and all matters, claims and issues between them arising from or relating to Baron's application for employment with S&Z, the Charge, and the Lawsuit.

**WHEREAS**, it is the Parties' desire and intention of this Settlement Agreement and Release to fully and completely settle any and all claims arising out of or relating to Baron's application for employment with S&Z, the Charge, and the Lawsuit.

**NOW, THEREFORE**, in full and complete settlement of all of the differences between the Parties and of all other claims of Baron, and in consideration of the mutual promises of the Parties, including the Consent Decree, and other good and valuable consideration, the Parties agree as follows:

1. In consideration of the promises of Baron in this Agreement and subject to the conditions hereof, S&Z agrees to pay Baron the total sum of \$90,000.00 for any and all damages and for attorney fees. S&Z and Baron agree that S & Z will cause to be delivered to Baron's attorney, Dennis J. Niermann, two checks made out as follows: (a) one made out to Molly A. Baron in the amount of \$63,500.00 and, (b) another made out to Dennis J. Niermann in the amount of \$26,500.00 for attorney fees. S & Z further agrees that it will not issue a W-2 to Ms. Baron, but will rather issue her and her attorney separate 1099s for the amounts of the two checks being delivered as described in 1 (a) and 1(b) above. Baron acknowledges and agrees that the release set forth in Paragraph 4 of this Agreement and the obligations of and actions taken by Baron under this Agreement are given and undertaken in consideration of, and adequately supported by, the payments to be made to Baron by S&Z under and pursuant to this Agreement.

2. Baron and Attorney Niermann acknowledge that they shall be responsible for their share of any and all federal, state, and/or local taxes applicable to the payments made to them pursuant to paragraph 1 above. The Parties further acknowledge and agree that each shall be responsible for the payment of their respective legal fees and costs (and related disbursements) incurred in connection with all matters relating to the negotiation and execution of this Agreement.

3. The Parties agree and acknowledge that nothing in this Settlement Agreement and Release may be construed as an admission by S&Z or any of its officers, directors, agents or  
(K0208948.1)

employees, of any violation of any contract or any provision of any local, state or federal law, or of any right of Baron. S&Z expressly denies having violated any provision of any local, state or federal law or any right of Baron.

4. Baron, for herself, her heirs, administrators, executors and assigns releases and forever discharges S&Z and its officials, directors, board members, employees, attorneys, divisions, subsidiaries, affiliates, agents or other representatives from any and all suits, debts, claims, demands, workers' compensation claims, charges and causes of action of any nature whatsoever, including attorney fees, which she now has or ever has had or which may arise out of or are in any manner connected with Baron's application for employment with S&Z, the Charge, and the Lawsuit. It is further expressly understood and agreed that this is a settlement and release of any and all claims of every nature and kind whatsoever and releases claims which are known and unknown, suspected and not suspected, including but not limited to claims under statutory or common law; claims of civil rights violations under federal or state law; claims for compensatory or punitive damages, whether direct or consequential; and claims for attorney fees and/or expenses of litigation. In addition, Baron agrees that she will refrain from commencing any action in law or equity against S&Z or their officials, directors, board members, employees, and agents relating in any manner to the subject matter of this Settlement Agreement and Release, which either was commenced or could have commenced as of the date of Baron's signing of this release. This release specifically does not cover any actions or inactions on the part of S&Z that occur after Baron's signing of this release. Baron acknowledges that she is waiving rights under federal and state laws including the Equal Pay Act, OSHA, ERISA, Americans with Disabilities Act, Ohio Revised Code §4101.17, and Ohio Revised Code Chapter 4112, including §§4112.02, 4112.99, and 4123.90, and that she does so willingly.

(K0208948.1)

Baron further agrees and acknowledges that her compliance with the promises contained herein is a condition precedent to the obligations under this Settlement Agreement and Release.

5. Baron agrees and acknowledges that:
  - (i) the release provided for in Paragraph 4 releases claims up to and including the date of this Agreement; and
  - (ii) she has been advised to and has consulted with legal counsel prior to executing this Agreement and the release provided for in Paragraph 4, she fully understands the terms of this Agreement, and enters into this Agreement freely, voluntarily and intending to be bound.

6. Baron represents that she has not filed any other claim against S&Z except as stated on page 1 of this Settlement Agreement and Release.

7. Baron acknowledges that she is aware of the Consent Decree which will be entered and which is hereby incorporated by reference.

8. Baron warrants that no promise or inducement has been offered except as herein set forth; that this Settlement Agreement and Release is executed without reliance upon any statements or representations by S&Z or its attorney; that she is of legal age and is legally competent to execute this Settlement Agreement and Release; and that she does so with full knowledge of its contents and upon the advice of counsel.

9. Baron agrees that the terms of this Settlement Agreement will be kept confidential and will not be disclosed to any persons who are not a party to this Settlement Agreement and Release, except her attorneys and accountants.

10. This Settlement Agreement and Release is made and entered into in the State of Ohio, and shall in all respects be interpreted, enforced and governed under the laws of the State of Ohio.

11. Should any provision of this Settlement Agreement and Release be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed to not be a part of this Settlement Agreement and Release.

12. This Settlement Agreement and Release sets forth the entire agreement between the Parties, and fully supersedes any and all prior agreements or understandings, whether written or oral, between the Parties hereto pertaining to the subject matter hereof.

13. The Parties represent and agree that all aspects of this Settlement Agreement and Release have been thoroughly discussed with their respective legal counsel, that all provisions hereof have been carefully read and are fully understood, and that this Settlement Agreement and Release is entered into voluntarily.

14. It is further expressly understood that this Settlement Agreement and Release shall be broadly construed and interpreted in favor of the Parties being released and that the terms of this Settlement Agreement and Release are contractual and not merely recital.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement and Release on the respective dates hereinafter indicated.

MOLLY BARON

Molly Baron

Date: 5/11/05

S&Z TOOL & DIE CO., INC.

BY: Christopher [Signature]

ITS: DIRECTOR, HUMAN RESOURCES

Date: 12 May 2005

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release, by and between Plaintiff Equal Employment Opportunity Commission (“EEOC”) and class member \_\_\_\_\_ (“Class Member”) (collectively referred to as “Plaintiffs”), and Defendant S&Z Tool & Die Co., Inc. (“S&Z”), their subsidiaries, affiliates, predecessors and successors, officers, directors, board members, employees, heirs, successors, assigns, representatives, agents, and counsel, is entered on this \_\_\_\_ day of \_\_\_\_\_, 2007. Plaintiffs and S&Z are hereinafter referred to collectively as the “Parties.”

**WITNESSETH:**

**WHEREAS**, the EEOC filed suit against S&Z in the U.S. District Court for the Northern District of Ohio, Case No. 1:03 CV 02023 (the “Lawsuit”), alleging that S&Z discriminated against applicants for employment on the basis of gender and race.

**WHEREAS**, S&Z has entered into a Consent Decree with the EEOC (“Consent Decree”) that provides for monetary and non-monetary relief for class members that applied to S&Z for employment during the applicable period.

**WHEREAS**, Class Member applied for employment at S&Z during the applicable period and has been determined to be an eligible member of the class pursuant to the terms of the Consent Decree.

**WHEREAS**, S&Z and Class Member wish to resolve, settle and/or compromise any and all matters, claims and issues between them arising from or relating to Class Member’s application for employment with S&Z and the Lawsuit.

**WHEREAS**, it is the Parties' desire and intention of this Settlement Agreement and Release to fully and completely settle any and all claims arising out of or relating to Class Member's application for employment with S&Z and the Lawsuit.

**NOW, THEREFORE**, in full and complete settlement of all of the differences between the Parties and of all other claims of Class Member, and in consideration of the mutual promises of the Parties, including the Consent Decree, and other good and valuable consideration, the Parties agree as follows:

1. In consideration of the promises of Class Member in this Agreement and subject to the conditions hereof, the Class Member will be paid from the Class Fund the total sum of \$ \_\_\_\_\_. Class Member acknowledges and agrees that the release set forth in Paragraph 4 of this Agreement and the obligations of and actions taken by Class Member under this Agreement are given and undertaken in consideration of, and adequately supported by, the payments to be made to Class Member by S&Z under and pursuant to this Agreement.

2. Class Member acknowledges that he/she shall be responsible for his/her share of any and all federal, state, and/or local taxes applicable to the payments made to him/her pursuant to paragraph 1 above. The Parties further acknowledge and agree that each shall be responsible for the payment of their respective legal fees and costs (and related disbursements) incurred in connection with all matters relating to the negotiation and execution of this Agreement.

3. The Parties agree and acknowledge that nothing in this Settlement Agreement and Release may be construed as an admission by S&Z or any of its officers, directors, agents or employees, of any violation of any contract or any provision of any local, state or federal law, or of

any right of Class Member. S&Z expressly denies having violated any provision of any local, state or federal law or any right of Class Member.

4. Class Member, for himself/herself, his/her heirs, administrators, executors and assigns releases and forever discharges S&Z and its officials, directors, board members, employees, attorneys, divisions, subsidiaries, affiliates, agents or other representatives from any and all suits, debts, claims, demands, workers' compensation claims, charges and causes of action of any nature whatsoever, including attorney fees, which he/she now has or ever has had or which may arise out of or are in any manner connected with Class Member's application for employment with S&Z and the Lawsuit. It is further expressly understood and agreed that this is a settlement and release of any and all claims of every nature and kind whatsoever and releases claims which are known and unknown, suspected and not suspected, including but not limited to claims under statutory or common law; claims of civil rights violations under federal or state law; claims for compensatory or punitive damages, whether direct or consequential; and claims for attorney fees and/or expenses of litigation. Class Member agrees that he/she will refrain from commencing any action in law or equity against S&Z or their officials, directors, board members, employees, and agents relating in any manner to the subject matter of this Settlement Agreement and Release. Class Member waives his/her right to recover for any claim of race or sex failure to hire under Title VII of the Civil Rights Act of 1964, as amended, that he/she had against S&Z Tool & Die Co., Inc., prior to the date of this release and that were included in the claims alleged in EEOC's Complaint in *EEOC v. S&Z Tool & Die Co., Inc.* Class Member further agrees and acknowledges that his/her compliance with the promises contained herein is a condition precedent to the obligations under this Settlement Agreement and Release.

5. Class Member agrees and acknowledges that:
- (i) the release provided for in Paragraph 4 releases claims to and including the date of this Agreement;
  - (ii) he/she has been advised to consult with legal counsel prior to executing this Agreement and the release provided for in Paragraph 4, he/she fully understands the terms of this Agreement, and enters into this Agreement freely, voluntarily and intending to be bound;
  - (iii) he/she has been given a period of twenty-one (21) days to review and consider the terms of this Agreement, and the release contained herein, prior to its execution and that he/she may use as much of the twenty-one (21) day period as he/she desires; and
  - (iv) he/she may, within seven (7) days after execution, revoke this Agreement. Revocation shall be made by delivering a written notice of revocation to S&Z. For such revocation to be effective, written notice must actually be received by S&Z no later than the close of business on the seventh (7<sup>th</sup>) day after Class Member executes this Agreement. All of the terms and conditions of the Agreement shall be of no force and effect and S&Z shall not have any obligation to make payments to Class Member as set forth in Paragraph 1 of this Agreement should Class Member exercise his/her right to revoke this Agreement.

6. Class Member represents that he/she has not filed any claim against S&Z except as stated on page 1 of this Settlement Agreement and Release.

7. Class Member acknowledges that he/she is aware of the Consent Decree which is hereby incorporated by reference, and that its approval is a condition precedent to S&Z's obligation under this agreement.

8. Class Member warrants that no promise or inducement has been offered except as herein set forth; that this Settlement Agreement and Release is executed without reliance upon any statements or representations by S&Z or its attorney; that he/she is of legal age and is legally competent to execute this Settlement Agreement and Release; and that he/she does so with full knowledge of its contents and upon the advice of counsel.

9. Class Member agrees that the terms of this Settlement Agreement will be kept confidential and will not be disclosed to any persons who are not a party to this Settlement Agreement and Release, except his/her attorneys and accountants.

10. This Settlement Agreement and Release is made and entered into in the State of Ohio, and shall in all respects be interpreted, enforced and governed under the laws of the State of Ohio.

11. Should any provision of this Settlement Agreement and Release be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed to not be a part of this Settlement Agreement and Release.

12. This Settlement Agreement and Release sets forth the entire agreement between the Parties, and fully supersedes any and all prior agreements or understandings, whether written or oral, between the Parties hereto pertaining to the subject matter hereof.

13. The Parties represent and agree that all aspects of this Settlement Agreement and Release have been thoroughly discussed with their respective legal counsel, that all provisions hereof

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have been carefully read and are fully understood, and that this Settlement Agreement and Release is entered into voluntarily.

14. It is further expressly understood that this Settlement Agreement and Release shall be broadly construed and interpreted in favor of the Parties being released and that the terms of this Settlement Agreement and Release are contractual and not merely recital.

**IN WITNESS WHEREOF**, the Parties have executed this Settlement Agreement and Release on the respective dates hereinafter indicated.

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION

S&Z TOOL & DIE CO., INC.

BY: \_\_\_\_\_  
Lawrence C. Mays

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CLASS MEMBER

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_