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U.S. DISTRICT COURT

CLOSED

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

EQUAL EMPLOYMENT OPPORTUNITY )  
COMMISSION, )

Plaintiff, )

v. )

GENERAL MOTORS CORP. )

Defendant. )  
\_\_\_\_\_ )

CASE NO. 98-72707

Hon. George Woods

CONSENT DECREE

WHEREAS, this matter was instituted by the Equal Employment Opportunity Commission ("EEOC") under federal law, particularly, Title VII of the Civil Rights Act of 1964, as amended ("Title VII") and the Age discrimination in Employment Act of 1967, as amended, which incorporates Sections 16(c) and 17 of the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. 216(c) and 217, alleging that the Defendant, General Motors Corporation ("General Motors"), discriminatorily failed to promote Henry Nyarko to a Level 8 Regional Auditor Manager position because of his race, African American, and his age, 57, retaliated against him for complaining about race discrimination, and subjected him to race-based wage discrimination;

WHEREAS, the parties acknowledge that the Court has subject matter jurisdiction and personal jurisdiction with regard to the captioned litigation and the parties thereto;

WHEREAS, the EEOC on behalf of Henry Nyarko and General Motors desire to forever resolve all issues raised, presented, or joined in Civil Action No. 98-CV-72707 without the burden, expense and potential delay of further litigation, including potential appeal, of all issues and related

or potential issues and intend to be bound by the promises made herein;

WHEREAS, General Motors denies all the allegations in the Complaint, including any allegation that it discriminated or retaliated against Henry Nyarko;

WHEREAS, the parties stipulate and agree that the EEOC is the agency of the United States government authorized to investigate allegations of unlawful employment discrimination, to bring civil actions to prohibit unlawful employment practices, and to seek relief for individuals affected by the practices complained of in the Complaint which commenced this action; and

WHEREAS, the Court having reviewed the pleadings, the statements and representations of counsel, also finds that the purposes, provisions and protections of law will be promoted and effectuated by entry of this Consent Decree;

NOW, THEREFORE, it is hereby ORDERED, ADJUDGED and DECREED as follows:

1.

**FINAL DISPOSITION**

This Decree forever and absolutely resolves all matters, claims and issues for relief of any kind and nature relating to the charges of discrimination filed by Henry Nyarko on March 24, 1997 and September 23, 1997, respectively, being Charge Nos. 230-97-0910 and 230-97-1805 and all claims arising out of, or joined with, or which could have been joined with the issues raised by the Complaint in the above-captioned civil action as between the parties to this lawsuit and their privies.

2.

**MONETARY RELIEF**

The EEOC and General Motors stipulate and agree that General Motors will pay the amount of One Hundred and Forty Thousand Dollars and 00/100 (\$140,000.00) on behalf of Henry Nyarko. The EEOC hereby assigns said monetary amount to Henry Nyarko. The amount will be paid in one check. General Motors will withhold taxes and other statutory deductions on the first \$25,000.00.

For the balance in the amount of \$115,000.00, there shall be no withholdings. General Motors will issue Henry Nyarko a Form W-2 by January 31, 2001. Henry Nyarko shall be solely responsible for the taxes payable on this amount. General Motors shall hand deliver or mail said check via certified mail to Henry Nyarko at 1300 Lafayette East, Suite 1407, Detroit, Michigan 48207 within ten (10) days of the entry of this Consent Decree. A copy of the check and a certified mail receipt shall be mailed to the EEOC, addressed to: Robert K. Dawkins, Supervisory Trial Attorney, 477 Michigan Avenue, Rm. 865, Detroit, Michigan 48226. The Commission shall have the right to monitor compliance with this paragraph through inspection of all documents relating to said disbursement, including but not limited to, a copy of the check, check stubs, return receipt, letters, and any other documents evincing payment hereunder.

3. **NON-DISCRIMINATION**

General Motors, its officers, agents, employees, successors, assigns and all persons in active concert or participation with them or any of them shall comply with the provisions of Title VII of the Civil Rights Act of 1964, as amended, and the Age discrimination in Employment Act of 1967, as amended.

4. **NON-RETALIATION**

General Motors, through its directors, officers, agents, servants, successors, assigns and employees, will not retaliate against any person known to them who participated or cooperated in the investigation or prosecution by the EEOC of charge numbers 230-97-0910 and 230-97-1805 filed under Title VII and the ADEA, as amended.

5.

**AFFIRMATIVE RELIEF**

In consideration of the monetary relief set forth in Paragraph 2, above, Henry Nyarko voluntarily elects to retire from General Motors. Further, in the event General Motors is contacted for an employment reference regarding Nyarko, General Motors shall give a neutral reference which includes Nyarko's years of service, job titles and grade level at Level 8 at the time of retirement. Request for reference should be directed to Ms. Henrietta Watts, HR Administrator for GM Audit Services, c/o Renaissance Center, Detroit, Michigan.

6.

**TRAINING**

General Motors shall within six months of the entry of this Consent Decree, provide one-on-one training to the supervisor who made the personnel decisions respecting promotions to the Regional Audit Manager positions which are the subject of this action. The subject of the training shall be the federal equal employment opportunity laws. Within ten days after such individual training, General Motors shall submit a statement that it provided such training to the supervisor.

7.

**DISPUTE RESOLUTION AND COMPLIANCE**

The Court shall retain jurisdiction and will have all available equitable powers, including injunctive relief, to enforce this Decree. Upon motion of either party, the Court may schedule a hearing for the purpose of reviewing compliance with this Decree. The parties shall engage in a good faith effort to resolve any dispute as to compliance prior to seeking review by the Court, and shall be required to give notice to each other ten (10) days before moving for such review.

8.

**POSTING OF NOTICE**

General Motors will continue to post a mutually agreeable notification in at least one (1) conspicuous place at its Downtown Detroit, Michigan facility which sets forth employees' rights

regarding anti-discrimination under Title VII and the ADEA. This notice shall be posted for one (1) year. Should any posted copies of the notice become defaced, marred or otherwise made unreadable, General Motors agrees to post a readable copy of this notice in the same manner heretofore specified as soon as practical thereafter. In addition, General Motors warrants that it will continue to post all employment discrimination notices as required by applicable law at all times.

9. **NON-ADMISSION OF LIABILITY**

This Court finds that General Motors has denied all allegations of the Complaint filed by the EEOC along with any and all inferences of wrongdoing, and neither its consent to the entry of this Decree, nor any of the terms or conditions set forth herein, shall constitute an adjudication or finding on the merits of the case or be construed as an admission of liability, wrongdoing, guilt, and/or violation of federal law, which General Motors expressly denies.

10. **DURATION OF DECREE AND RETENTION OF JURISDICTION**

This Consent Decree shall remain in effect for one year from the date it is entered, and the Court shall retain jurisdiction of this action during the duration of this Decree to enforce compliance with this Decree.

11. **ALLOCATION OF COSTS**

Each party will bear its own costs and attorneys fees.

12. **SEVERABILITY CLAUSE**

If any provision of this Consent Decree is found to be unenforceable by a court, only the specific provision in question shall be affected and the other enforceable provisions shall remain in full force and effect.

13.

**DISSOLUTION OF DECREE**

It is hereby agreed by and between the EEOC and General Motors that the Court shall issue an order dismissing the case without prejudice and shall retain jurisdiction to reopen this action with respect to the matters over which the Court has retained jurisdiction pursuant to this Consent Decree. One (1) year from its entry, this Decree shall automatically dissolve and shall operate as an Order dismissing the litigation with prejudice. The EEOC and General Motors have consented to the entry of this Decree.

14.

**ENTIRE AGREEMENT**

This Consent Decree constitutes the entire agreement and commitments of the parties. Any modifications to this agreement must be mutually agreed upon in writing and signed by the parties hereto.

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION

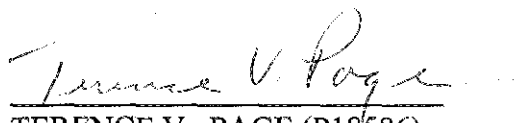
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DATE: 4/7/2000

  
TERENCE V. PAGE (P18586)  
Attorney for Defendant

Hardy, Lewis & Page, P.C.  
401 South Old Woodward Avenue, Suite 400  
Birmingham, MI 48009-6629  
(248) 645-0800

DATE: 4/7/2000

The foregoing Consent Decree is approved and adopted as the Order and Judgment of the Court this  
\_\_\_ day of \_\_\_, 2000.

APR 11 2000



Hon. George Woods  
United States District Judge



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