IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF INDIANA INDIANAPOLIS DIVISION

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,)
Plaintiff,)) CIVIL ACTION NO.
v. KEN MADDOX HEATING & AIR CONDITIONING, INC.) 1:03-CV-1435 LJM-WTL)
Defendant.)))

SETTLEMENT AGREEMENT

______This action was instituted by the Equal Employment Opportunity Commission

("Commission") under the authority granted to it under Section 706(f)(1) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e-5(f)(1). The Commission's action was brought to correct alleged unlawful employment practices on the basis of sex. Specifically, the Commission alleged in its Complaint that Ken Maddox Heating & Air Conditioning, Inc., ("Ken Maddox"), maintains a health insurance policy which covers major medical expenses, but excludes coverage for expenses related to pregnancy and childbirth. The Commission alleged in its Complaint that as a result of this policy, Derrick Oldham was subjected to discrimination based on sex.

The Commission and Ken Maddox, hereby stipulate to the jurisdiction of the Court over the parties and the subject matter of this action.

The parties have advised the Court that they desire to resolve the remaining allegations in the Complaint without the burden, expense, and delay of further litigation.

It is therefore the finding of this Court, made on the pleadings and the record as a whole, that: (1) the Court has jurisdiction over the parties and the subject matter of this action; (2) the purpose and provisions of Title VII will be promoted and effectuated by the entry of this Settlement Agreement; and (3) this Settlement Agreement resolves all the matters in controversy between the parties as provided in paragraphs 1 through 7 below.

It is therefore ORDERED, ADJUDGED AND DECREED as follows:

- 1. Defendant agrees that it will not maintain a health insurance policy that has the purpose or effect of discriminating against employees or applicants for employment on the basis of sex.
- 2. Defendant agrees that it will not discriminate or retaliate in any way against any person because of opposition to a practice made unlawful under Title VII or because of the filing of a charge, the giving of testimony, assistance or participation in any manner in an investigation, proceeding or hearing under Title VII.
- 3. Defendant agrees to pay Derrick Oldham or his heirs and assigns in the event of his death, \$11,000.00 in damages as reimbursement for medical expenses. Defendant agrees that it will take no deductions from the settlement amount. A check in that amount shall be made payable to Derrick Oldham and sent to him by certified mail at 6353 Graybrook Court, Indianapolis, IN 46237. Fifteen days from the entry of this Settlement Agreement by the Court, the Commission will forward a release (see Appendix A) to Derrick Oldham for his execution. The Commission will notify counsel for Defendant on receipt of the release executed by Derrick

Oldham. Then, within thirty days from the entry of this Settlement Agreement by the Court,

Defendant shall mail the check, by certified mail, to Mr. Oldham. Defendant shall mail a copy of

Derrick Oldham's check and proof of its delivery to Derrick Oldham (a signed certified mail

receipt) to the Commission. Upon receipt of proof of delivery of a check to Derrick Oldham, the

Commission shall forward the release to counsel for Defendant.

- 4. Ken Maddox agrees to eliminate from the record of Derrick Oldham all references to his charge of discrimination and participation in this suit and shall make no mention of such charge or participation in the event it is contacted for references by Mr. Oldham's prospective employers. Ken Maddox further agrees that if it is contacted for references, it will execute the letter of reference on behalf of Derrick Oldham attached as Appendix B. Ken Maddox further agrees that it will disclose only the information contained in Appendix B to any prospective employers of Derrick Oldham who make an inquiry to Ken Maddox Heating & Air Conditioning, Inc. This provision survives the expiration of this Settlement Agreement.
- 5. Ken Maddox agrees that it will immediately revise its health insurance policy, if it continues to provide a health insurance benefit to its employees, so that the policy includes coverage for pregnancy and childbirth. Ken Maddox further agrees to notify its employees in writing of the policy change. Copies of the revised health insurance policy and the written notification advising employees of the revision shall be provided to the EEOC within thirty days from the date this agreement is signed and approved by the Court.
 - 6. Each party to this action shall bear its own costs and attorney fees.

7. The Equal Employment Opportunity Commission and Ken Maddox Heating & Air Conditioning, Inc. have filed their Joint Motion to Approve and Enter Settlement Agreement.

3/30/2004

Date

ARRY J MOKINNEY, CHIEF JUDGA

United States District Court Southern District of Indiana

Copies to:

Jo Ann Farnsworth, Senior Trial Attorney EQUAL EMPLOYMENT OPPORTUNITY COMMISSION 101 W. Ohio Street, Suite1900 Indianapolis, IN 46204

Todd N. Nierman BAKER & DANIELS Suite 2700 300 North Meridian St. Indianapolis, IN 46204

APPENDIX A

RELEASE

I agree that I will be solely and individually responsible for paying any and all taxes (including FICA or otherwise) which may be due and owing, if any, as a result of Defendant's payment of the sum set forth above. I acknowledge that I have not relied on any representations made by Defendant or the EEOC relating in any way to the tax treatment of the payments pursuant to this agreement.

I have read this Release and I execute it voluntarily, without coercion or threat of reprisal.	

IN WITNE	SS WHEREOF, this Release is	s signed and executed	by me on the
day of	, 2004.		
County of)		
County of)SS		
State of)		
Subscribed	and sworn to before me this _	day of	, 2004.
		Notary Public	
County of Residen	ce		
My Commission E	xpires:		

APPENDIX B

To Whom It May Concern:

Derrick Oldham was employed by Ken Maddox Heating & Air Conditioning, Inc., from February 1, 1993 through October 2003. Mr. Oldham was employed as a Service Manager. Mr. Oldham's job performance while at Ken Maddox Heating & Air Conditioning, Inc. was good. I feel that Mr. Oldham would be an asset to any company which is considering him for employment.

Ken Maddox, owner Ken Maddox Heating & Air Conditioning, Inc.