

CLOSED

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

**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,**

Plaintiff,

v.

UNIFLOW CORPORATION,

Defendant.

Case No. 99-CV-76252-DT

Hon. LAWRENCE P. ZATKOFF

U.S. DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION
AUG 9 5 21 PM '00

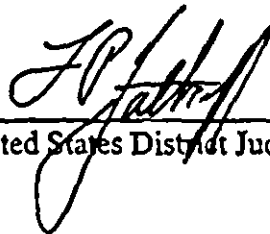
FILED

ORDER OF DISMISSAL

Pursuant to the Settlement Agreement entered by the parties;

IT IS HEREBY ORDERED that the case be dismissed with prejudice from this Court,
consistent with the Settlement Agreement entered by the parties.

Entered this _____ day of AUG 9 2000, 2000.



United States District Judge

23

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

FILED
JUL 9 5 24 PM '00
U.S. DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

Case No. 99-CV-76252-DT

v.

Hon. LAWRENCE P. ZATKOFF

UNIFLOW CORPORATION,

Defendant.

SETTLEMENT AGREEMENT

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"), alleging that the Defendant, Uniflow Corporation, ("Uniflow"), engaged in discriminatory employment practices against George Reid by retaliating against him for engaging in a protective activity. Specifically, it is alleged Mr. Reid was demoted from the position of a day shift leader to a position of CNC operator and his pay was cut, in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et. seq. ("Title VII").

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 George Reid and Uniflow Corporation desire to forever resolve all issues raised, presented, or joined in Civil Action No. 99-CV-76252-DT 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, Uniflow Corporation denies all the allegations in the Complaint, including any allegation that it discriminated against George Reid or that he was subjected to retaliation by Uniflow;

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;

WHEREAS, the parties now agree to the following in full resolution of suit:

FINAL DISPOSITION

1. This Settlement Agreement forever and absolutely resolves all matters, claims and issues for relief of any kind and nature relating to the charges of discrimination filed by George Reid on January 8, 1999 with the EEOC, being Charge No. 230-99-0393 and all claims arising out of, or joined with, the issues raised by the Complaint in the above-captioned civil action as between the parties to this lawsuit and their privies.

MONETARY RELIEF

2. The EEOC and Uniflow stipulate and agree that Uniflow will pay the amount of Five Thousand Dollars on behalf of George Reid, \$2,500.00 of said amount representing back pay and \$2,500.00 representing compensatory damages. The EEOC hereby assigns said monetary amounts to George Reid. Pursuant to this Paragraph, Uniflow has issued checks totaling the gross amount of \$ 5,000.00 to Mr. Reid. Uniflow deducted federal, state and local taxes, FICA and other statutory deductions from said back pay amount in accordance with customary payroll procedures. Copies of the checks issued to Mr. Reid

are attached. Further, Uniflow shall submit a Form 1099 to George Reid for said compensatory damage amounts at the end of the calendar year.

NON-DISCRIMINATION

3. The Defendant, its officers, agents, employees, successors, assigns and all persons in active concert or participation with them or any of them shall comply with the non-discrimination provisions of the Title VII.

NON-RETALIATION

4. The Defendant shall not take any action against any person which constitutes intimidation, retaliation, harassment or interference with the exercise of such person's rights under Title VII because of the filing of Charge No. 230-99-0393 with the Commission, which forms the basis for the present case, or because such person gave testimony or assistance or participated in any manner in any investigation or proceeding in connection with this case under Title VII.

TRAINING AND/OR EDUCATIONAL PROGRAMS

5. Uniflow Corporation has notified the union of its intent to close the company within 6 months. Hence the parties have determined that if the Defendant does not complete the closing of the facility by September 31, 2000, it shall provide a training program to all its management and supervisory employees who participate in personnel decision making, which will include an explanation of the requirements of the federal equal employment opportunity laws, including Title VII. If the facility remains open by September 31, 2000, said training will be completed by December 31, 2000.

POSTING OF NOTICE

6. The Defendant agrees that it shall post a copy of the Notice attached as Attachment A as long as the Defendant's facility remains open.

REPORTING

7. On the anniversary of the entry of this Settlement Agreement, the Defendant shall submit to the Commission a report of the steps it has taken to comply with this Agreement. If the Defendant's facility closes within six months after entry of this Agreement, the Defendant will notify the Commission of same and shall submit to the Commission a report of the steps it has taken to comply with this Settlement Agreement up to the time of the closing of the company. The Defendant's report pursuant to this paragraph shall be submitted to: Adele Rapport (or her successor), Regional Attorney, EEOC, Detroit District Office, 477 Michigan Avenue, Suite 865, Patrick V. McNamara Building, Detroit, Michigan 48226. The reporting obligations under this paragraph shall cease after the Defendant submits the report due on the anniversary of the entry of this judgment or unless the Defendant's facility closes before the anniversary date.

NON-ADMISSION OF LIABILITY

8. The Defendant, Uniflow 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 Settlement Agreement, nor any of the terms or conditions set forth herein, shall be construed as an admission of liability, wrongdoing, guilt, and/or violation of federal law.

ALLOCATION OF COSTS

9. Each party will bear its own costs and attorneys fees.

MISCELLANEOUS

10. If any provision(s) of this Settlement Agreement is found to be unlawful, only the specific provision(s) in question shall be affected and the other provisions will remain in full force and effect.
11. This Settlement Agreement constitutes the entire agreement and commitments of the parties. Any modifications to this Decree must be mutually agreed upon and memorialized in a writing signed by authorized representatives of the Defendant and the Commission.
12. When this Settlement Agreement requires or permits the submission by the Defendant of any documents to the Commission, if not otherwise indicated in the Decree, they shall be mailed by certified mail to: Adele Rapport, Regional Attorney, EEOC, Detroit District Office, 477 Michigan Avenue, Suite 865, Patrick V. McNamara Building, Detroit, Michigan 48226.

The EEOC and Uniflow Corporation have consented to the entry of this Settlement Agreement.


This Settlement Agreement is entered this _____ day of _____ 2000.

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

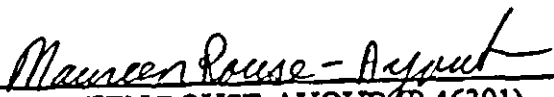
C. GREGORY STEWART
General Counsel

ADELE RAPPORT
Regional Attorney

ROBERT K. DAWKINS (P 38289)
Supervisory Trial Attorney



ELLEN HA (P 46476)
Trial Attorney



MAUREEN ROUSE-AYOUB (P 46301)
Attorney for Defendant

DETROIT DISTRICT OFFICE
477 Michigan Avenue, Rm. 865
Detroit, MI 48226
(313) 226-3406

THE FISHMAN GROUP
2050 N. Woodward Avenue, Suite 350
Bloomfield Hills, MI 48304
(248) 258-8700

DATE: 8/8/00

DATE: 8/4/00

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

SEE CASE FILE FOR
ADDITIONAL
DOCUMENTS OR PAGES
THAT WERE NOT
SCANNED