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

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EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

CLERK'S OFFICE, DETROIT-PSG
U.S. DISTRICT COURT

Plaintiff,

Civil Action No. 05-40304

v.

Hon. PAUL V. GADOLA

CONSOLIDATED CHEMICAL CORPORATION
d/b/a TRI-CHEM CORPORATION,

Defendant.

ADELE RAPPORT (P44833)
ROBERT K. DAWKINS (P38289)
OMAR WEAVER (P58861)
ATTORNEYS FOR PLAINTIFF
PATRICK V. MCNAMARA BUILDING
477 MICHIGAN AVENUE, ROOM 865
DETROIT, MI 48226
(313) 226-5673

SUE ELLEN EISENBERG (P25530)
EISENBERG & BOGAS, P.C.
ATTORNEYS FOR DEFENDANT
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BLOOMFIELD HILLS, MICHIGAN 48304
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DONNA J. DONATI (P28188)
MILLER, CANFIELD, PADDOCK & STONE, P.L.C.
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U.S. DIST. COURT CLERK
EAST DIST. MICH
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CONSENT DECREE

This matter is before the Court for entry of this judgment by consent of the parties in order to effectuate a compromise and settlement of all claims. After careful review and consideration, the Court believes that entry of this judgment is in the interest of justice.

1. Plaintiff, the United States Equal Employment Opportunity Commission ("the EEOC"), commenced the above entitled action on September 30, 2005, in the United States District

Court for the Eastern District of Michigan, Southern Division, alleging that the Defendant Consolidated Chemical Corporation d/b/a Tri-Chem Corporation, ("Tri-Chem"),¹ engaged in unlawful sexual harassment which violated Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et. seq.

2. Defendant Tri-Chem denies all allegations pertaining to unlawful employment practices alleged in the EEOC's Complaint and affirmatively states that it has been and is in full compliance with state and federal employment laws and has entered into this agreement for the express purpose of resolving this dispute and avoiding further costs.
3. As a result of settlement discussions, the EEOC and Tri-Chem have resolved their differences and have agreed that this action should be settled by entry of this Consent Decree. It is the intent of the parties that this Consent Decree be a final and binding settlement in full disposition of any and all claims alleged against Tri-Chem or which might have been alleged against Tri-Chem in the Complaint filed on behalf of Kathleen Steenstra, Sherry Link and Julie Kaptur. The parties agree that Tri-Chem engaged in self-correction by revising its training manual in December of 2003 to ensure full compliance with Title VII.

STIPULATED FACTS

4. 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

¹ All references to "Tri-Chem" or "Defendant" herein include each and every business that is affiliated with Tri-Chem Corporation including, but not limited to, Consolidated Chemical Corporation (d/b/a Tri-Chem Corporation, Modern Research, and Modern Industrial), A.B.C. Chemical Corporation, ABC Properties Corporation, Consolidated Chem Corporation, M.E.C. Personnel Consultants, Inc., Resource Technology Corporation, Superior Builders Service

by the practices complained of in this lawsuit.

5. Tri-Chem is an employer engaged in an industry affecting commerce within the meaning of Section 701(g) and (h) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000c(g). Tri-Chem had at least fifteen (15) employees for twenty (20) or more calendar weeks during the relevant time period.
6. Pursuant to Title VII, the Parties acknowledge the jurisdiction of the United States District Court for the Eastern District of Michigan (Southern Division) over the subject matter and the Parties to this case for the purpose of enforcing the provisions of this Decree if such enforcement becomes necessary.
7. Venue is appropriate in the Eastern District of Michigan (Southern Division). For purposes of this Decree and proceedings related to this Decree only, Tri-Chem agrees that all statutory conditions precedent to the institution of this lawsuit have been fulfilled.

NON-ADMISSION

8. This Decree, being entered with the consent of the EEOC and Tri-Chem, shall not constitute an adjudication or finding on the merits of the case and shall not be construed as an admission by Tri-Chem of any violation of Title VII. Tri-Chem specifically denies any liability of any kind to Ms. Steenstra, Ms. Link and/or Ms. Kaptur.

MONETARY RELIEF

9. Tri-Chem agrees to pay monetary consideration in the amount of One Hundred Twenty Five Thousand (\$125,000) Dollars pursuant to the terms set forth herein and in the individual releases signed by and in exchange for the individual promises set forth in the releases signed

Corporation, Superior Manufacturing Company, and GC1 Corporation.

by Kathleen Steenstra, Sherry Link and Julie Kaptur. The funds are to be paid in lump sums directly to Steenstra, Link and Kaptur, respectively, via certified mail at the addresses to be provided to Tri-Chem by the EEOC. Defendant is to pay the funds to Steenstra, Link and Kaptur within fourteen (14) days after the entry of this Decree. A copy of each check shall be sent to Adele Rapport, Regional Attorney, EEOC, 477 Michigan Avenue, Room 865, Detroit, Michigan 48226, within fifteen days of issuance of the checks.

REPORTING

10. Tri-Chem agrees, for the (1) one year period following entry of this Consent Decree, to provide the Commission with a written report at the end of every four month period following entry of the Consent Decree, stating all instances of sexual harassment that have been reported during said four month period. For each reported instance of sexual harassment, Tri-Chem must outline the procedures it followed to ensure that the harassment stopped and would not occur in the future. Tri-Chem shall provide the Commission with the names, addresses and telephone numbers of all individuals involved in the complaint, including the victim, the alleged harasser, and members of management responsible for handling the complaint. All such reports shall be sent to Adele Rapport, Regional Attorney, EEOC, at the address provided in the "Monetary Relief" section, by the fifteenth day of the month after the previous four month period ends.

NON-MONETARY RELIEF

11. In accordance with the anti-harassment provisions of Title VII of the Civil Rights Act of 1964, as amended, Tri-Chem has agreed to review and revise its sexual harassment policy to ensure its compliance with Title VII. Such a policy will contain a clearly defined procedure

for reporting instances of harassment and shall clearly state who an individual may complain to about sexual harassment. The revised policy shall be developed no later than sixty (60) days after the signing of this Decree. A draft policy shall be sent to Adele Rapport, Regional Attorney, at the previously provided address, for the Commission's approval no more than sixty (60) days after the signing of this Decree.

TRI-CHEM'S CHALLENGED TRAINING MANUAL

12. Tri-Chem has rescinded the training manual that was the subject of the underlying EEOC charges and this lawsuit. When Tri-Chem rescinded the old manual, it so advised its employees, picked up the old manuals, and replaced them with the new manuals. Tri-Chem agrees that the challenged language will not be used in its training manuals.

NON-DISCRIMINATION

13. Tri-Chem, its officers, managers and agents shall comply with Title VII's requirements, including but not limited to the requirements concerning sexual harassment.

NON-RETALIATION

14. Tri-Chem through its directors, officers, and agents, 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 charges of discrimination with the EEOC 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.

DISPUTE RESOLUTION AND COMPLIANCE

15. The Parties agree that the United States District Court for the Eastern District of Michigan,

Southern Division, shall retain jurisdiction and will have all available equitable powers, including injunctive relief, to enforce the provisions of this Decree. The parties agree that before they invoke the jurisdiction of the Court, they will attempt to facilitate any dispute hereunder by using a mutually agreed upon facilitator, with each party bearing its own fees. The parties agree that they will attempt, in good faith, to facilitate the dispute within a 15 day extension period after the 10 day notice period, unless the circumstances of the dispute are such that irreparable harm will occur to the aggrieved party. If facilitation does not resolve the dispute, then the aggrieved party may proceed to invoke the jurisdiction of the Court as provided herein. 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. In addition, discovery for any such hearing shall be performed in an expedited manner to permit any compliance issue to be resolved in a timely fashion.

POSTING OF NOTICE

16. Tri-Chem agrees to post a mutually agreeable Notification, attached as Attachment A, in a conspicuous place which sets forth an employee's rights regarding the federal anti-discrimination laws. This Notice shall be posted for one (1) year from the entry of this Decree. Should any posted copies of the Notice become defaced, marred or otherwise made unreadable, Tri-Chem agrees to post a readable copy of this Notice in the same manner heretofore specified as soon as practical thereafter upon notice of the problem.

ALLOCATION OF COSTS

17. The Parties each agree to pay their own respective costs and attorneys fees associated with the investigation, institution and pursuit of this matter including the drafting and enforcement of this Agreement.

SEVERABILITY CLAUSE

18. If any provision of this 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.

TRAINING

19. Tri-Chem, hereby agrees to provide training to its owners, officers, directors, managers and all other employees on Title VII of the Civil Rights Act of 1964, as amended and its prohibitions against sexual harassment. The training shall include a discussion of what behavior constitutes sexual harassment and what should be done when an individual believes that he/she has been subjected to harassment. The training shall also include a discussion of the new Sex Harassment policy. A copy of the training materials along with the name of the individual conducting the training shall be sent to Adele Rapport, Regional Attorney, at the previously provided address, for her review and modifications, if necessary, thirty (30) days prior to the training sessions taking place. An attendance list of each individual who completed the training shall be sent to Adele Rapport, Regional Attorney, at the previously provided address, within fifteen (15) days of the completion of the training. All such training sessions must take place within one (1) year of the signing of this Decree. In addition, Tri-Chem shall also provide detailed sexual harassment training to each and every new employee

within ten (10) business days of his/her first day of work. This training shall include an overview of Tri-Chem's sexual harassment policy and the complaint mechanisms in place if he/she believes that they are being harassed.

EEOC INVESTIGATION

20. The Commission has conducted an objective and thorough investigation of the sex harassment allegations originally filed by Borsuk, Choley and Vergilio which included conducting interviews of present and former female employees of Tri-Chem.

EEOC CHARGES

21. The Commission agrees that, on the execution date of this Agreement, it will issue notices of dismissal of the following EEOC Charges: Martha Borsuk v Tri-Chem, Charge No. 230-2004-00020; Stacey Choley v Tri-Chem, Charge No. 230-2004-00021; Deane Vergilio v Tri-Chem, Charge No. 230-2003-02752.

ENTIRE AGREEMENT

22. This 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.

DURATION

23. This Decree shall remain in effect for one (1) year from its entry with the Court.

**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION**

JAMES L. LEE
Deputy General Counsel

GWENDOLYN YOUNG REAMS
Associate General Counsel


ADELE RAPPORT (P44833)
Regional Attorney

ROBERT DAWKINS (P38289)
Supervisory Trial Attorney

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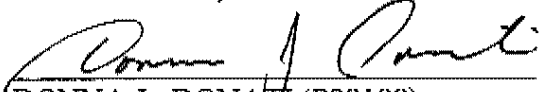
Dated: 11/1/05

IT IS SO ORDERED:

Nov. 4, 2005
Date

TRI-CHEM CORPORATION

**BY: MILLER CANFIELD PADDOCK &
STONE, P.L.C.**

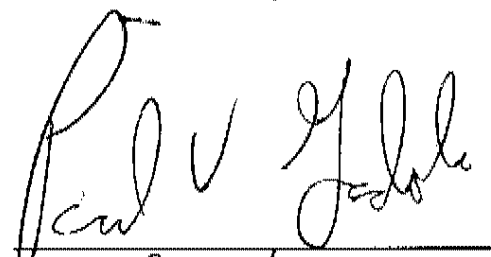

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Dated: October 28, 2005

BY: EISENBERG & BOGAS, P.C.


SUE ELLEN EISENBERG (P25530)
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Bloomfield Hills, Michigan 48304

Dated: October 27, 2005


Hon. PAUL V. GAJDA
United States District Judge

ATTACHMENT A

NOTICE

This Notice is being posted as part of a settlement agreement between Tri-Chem Corporation and the United States Equal Employment Opportunity Commission ("EEOC") and to inform you of your rights guaranteed by the federal law under Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e, *et seq.* ("Title VII"). The Notice is posted in connection with a Consent Decree entered by the United States District Court for the Eastern District of Michigan in Equal Employment Opportunity Commission v. Tri-Chem Corporation, (Case No. 05-40304).

Title VII prohibits sexual harassment in the workplace. The Equal Employment Opportunity Commission is the federal agency which investigates charges of unlawful employment discrimination and, if necessary, brings lawsuits in federal court to enforce the employment provisions of Title VII. Any employee who believes that he/she is the victim of sexual harassment has the legal right to file a charge of discrimination with the U.S. Equal Employment Opportunity Commission.

Tri-Chem supports and will comply with this federal law in all respects and will not take any action against any employees because they have exercised their rights under this law.

Dated

TRI-CHEM CORPORATION

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