

UNITED STATES DISTRICT COURT WESTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,

CIVIL ACTION NO. 02-73837

HONORABLE AVERN COHN

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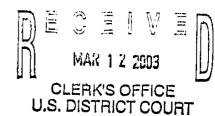
PREMIER LOGISTICS, INC.,

ν.

Defendant.

Plaintiff,

ADELE RAPPORT (P44833)
ROBERT K. DAWKINS(P38289)
TRINA MENGESHA (P59458)
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
Attorneys for Plaintiff
477 Michigan Avc., Room 865
Detroit, MI. 48226
(313) 226-4620



TIMOTHY CARROLL DYKEMA GOSSETT, PLLC Attorneys for Defendant 315 E. Eisenhower Pkwy. Suite 100 Ann Arbor, MI 48108-3306 (734) 214-7650

CONSENT DECREE

1. Plaintiff, the United States Equal Employment Opportunity Commission (the "Commission"), commenced this action on September 25, 2002, in the United States District Court for the Eastern District of Michigan, Southern Division, alleging that the Defendant, Premier Logistics, Inc. ("Premier"), engaged in unlawful employment practices against Jamila Butler by discriminating against her on the basis of her pregnancy, in violation of Title VII of the Civil Rights Act ("Title VII") of 1990 and Title I of the Civil Rights Act of 1991.

2. As a result of settlement discussions, the Commission and the Defendant 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 the Defendants or which might have been alleged against the Defendants in the Complaint. All parties understand and agree that Jamila Butler must execute the release attached as exhibit A before payment to her of the funds described in paragraph 8 hereof.

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STIPULATED FACTS

- 3. The Commission is the agency of the United States government authorized by Title VII to investigate allegations of unlawful employment discrimination against pregnant women and to bring civil actions to prohibit unlawful practices, and to seek relief for individuals affected by such practices.
- 4. 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 entering this Consent Decree and, if necessary, for
 enforcing this Consent Decree.
- 5. Venue is appropriate in the Eastern District of Michigan, Southern Division. For purposes of this Consent Decree and any proceedings related to this Consent Decree only, the Defendant agrees that all statutory conditions precedent to the institution of this lawsuit against Premier has been fulfilled.

FINDINGS

- 6. Having examined the terms and provisions of the Consent Decree and based on the pleadings, records, and stipulations of the parties, the Court finds the following:
 - a. The Court has jurisdiction over the subject matter of the action and the parties to this action.
 - b. The terms and provisions of this Consent Decree are fair, reasonable, and just. The rights of the Defendant and the Commission are protected adequately by this Consent Decree.
 - c. This Consent Decree conforms with the Federal Rules of Civil Procedure and Title VII, and is not in derogation of the rights and privileges of any person. The entry of this Consent Decree will further the objectives of Title VII and other applicable law and will be in the best interests of the parties and those for whom the Commission seeks relief.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

NON-ADMISSION

7. This Consent Decree, being entered with the consent of the Commission and the Defendant, shall not constitute an adjudication or finding on the merits of the case and shall not be construed as an admission by the Defendant of any violation of Title VII or any other law, rule or regulation dealing with or in connection with equal employment opportunities. Similarly, consent to performance under this Consent Decree by the Commission does not constitute an

admission that any claim asserted by it in this lawsuit was not valid or that any defense of the Defendant was valid.

NON-DISCRIMINATION

8. 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 provisions of Title VII, 42 USC § 12101 et seq., with regard to discrimination against pregnant women.

NON-RETALIATION

9. 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-A1-0003 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.

MONETARY COMPENSATION

10. Defendant shall pay Jamila Butler the sum of twenty-five thousand dollars (\$25,000), subject to all applicable tax withholdings. This monetary compensation shall be paid in one check made payable to Jamila Butler, 35490 Smith, Romulus, MI 48174. Premier shall mail this payment to Jamila Butler by overnight mail no later than fifteen (15) days of entry of this decree with the court. Premier shall mail copies of the check and the certified mail receipt to Adele Rapport, Regional Attorney, 477 Michigan Avenue, Suite 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 stub, return receipt, letters, and any other documents evincing payment hereunder.

TRAINING AND/OR EDUCATIONAL PROGRAMS

11. Plaintiff recognizes that training is not appropriate in this case as Defendant is not currently operating, conducting business or employing any individuals. Under these circumstances Plaintiff is not requiring the usual training provisions.

POSTING OF NOTICE

12. Plaintiff recognizes that notice positing is not appropriate in this case as Defendant is not currently operating, conducting business or employing any individuals. Under these circumstances Plaintiff is not requiring the usual posting provisions.

This Consent Decree shall remain in effect for twenty four (24) months. 13.

DISPUTE RESOLUTION AND COMPLIANCE

14. The Court shall retain jurisdiction and will have all available equitable powers, including injunctive relief, to enforce this Consent Decree. Upon motion of any party, the Court may schedule a hearing for the purpose of reviewing compliance with this Consent 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. All parties may conduct expedited discovery under the Federal Rules of Civil Procedure for purposes of determining compliance with this Consent Decree or defending against a claim of non-compliance, with fifteen (15) business days notice for depositions, entry to premises and access to documents and, with fifteen (15) business days for responses to written discovery.

MISCELLANEOUS

- 17. Except as expressly provided herein, all parties shall bear their own costs and expenses of litigation, including attorney fees.
- 18. This Consent Decree constitutes the entry of final judgment, within the meaning of Rule 54 of the Federal Rules of Civil Procedure, on all claims asserted in or which might have been asserted in this action. This court retains jurisdiction over this matter, however, for the purpose of entering appropriate orders interpreting and enforcing this judgment.
- 19. If any provision(s) of this Consent Decree is found to be unlawful, only the specific provisions) in question shall be affected and the other provisions will remain in full force and effect.
- 20. The terms of this Consent Decree are and shall be binding upon the present and future owners, creditors and successors of the Defendant.
- 21. This Consent Decree 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.
- 22. When this Consent Decree 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.

SO ORDERED this the ____ day of AR 1 7 2003, 2002.

HON. AVERN COHN
United States District Judge

WE HEREBY CONSENT:

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

ADELE RAPPORT (P#4833)

Regional Attorney

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PRÉMIER LOGISTICS, INC.

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