

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

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Case No. 2:06-cv-12123

Plaintiff,

v.

Hon. Patrick J. Duggan
Magistrate Virginia M. Morgan

SCHEFENACKER VISION SYSTEMS USA, INC.,

Defendant.

LAURIE A. YOUNG
DEBORAH M. BARNO (P44525)
NEDRA D. CAMPBELL (P58768)
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
Counsel for Plaintiff
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Detroit, Michigan 48226
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TODD J. SHOUDY (P41895)
JENNIFER H. GONZALEZ (P65527)
DYKEMA GOSSETT PLLC
Counsel for Defendant
400 Renaissance Center
Detroit, Michigan 48243
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CONSENT DECREE

This action was commenced by the Equal Employment Opportunity Commission (“EEOC”), under the authority granted to it under the Age Discrimination in Employment Act (ADEA) of 1967, 29 U.S.C.A. § 621 *et. seq.* The EEOC alleged in its Complaint that Schefenacker Vision Systems USA, Inc. (hereinafter “Schefenacker” or “Defendant”) discriminated against Janet Nedrow because of her age during a reduction-in-force (RIF). The Complaint (the “Litigation”) arose out of a Charge of Discrimination filed by Janet Nedrow, Charging Party, against Schefenacker, Charge No. 230-2004-02422. Schefenacker, in its Answer to the Complaint and in its response to the Charge denied and continues to deny that it

discriminated against the Charging Party or any other employee because of their age or any other protected classification and has denied and continues to deny that it has any liability to the Commission and/or the Charging Party for any claim asserted in the Litigation or any other matter whatsoever.

As a result of settlement discussions, the EEOC and Schefenacker 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 Schefenacker or which might have been alleged against Schefenacker in the Complaint filed on behalf of Charging Party Janet Nedrow.

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 the ADEA will be promoted and effectuated by the entry of this Consent Decree; and 3) this Consent Decree resolves all matters in controversy between the parties as provided in paragraphs 1 through 14 below.

NON-ADMISSION

1. This 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 the ADEA or any other law, rule or regulation dealing with or in connection with equal employment opportunities. Defendant denies and continues to deny that it has violated any law whatsoever, and has denied and continues to deny that it has any liability for any claim asserted in the Litigation. Similarly, consent to performance under this Decree by the Commission does not constitute an admission that any

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

MONETARY RELIEF

2. Schefenacker agrees to pay monetary relief to Janet Nedrow in the amount of \$28,500

(Twenty-eight thousand five hundred dollars). The Commission will forward a release (see Appendix A) to Janet Nedrow for her execution after this Consent Decree has been entered by the Court. The Commission will notify counsel for Defendant on receipt of the release executed by Janet Nedrow and forward the original to counsel for Defendant via regular mail. Within fourteen (14) days after counsel for Defendant receives this release, Schefenacker shall issue a check in a lump sum and mail it via certified mail to Nedrow's home address, 385 Mayer Road, St. Clair, Michigan 48079. A copy of the check shall be sent to Laurie Young, Regional Attorney, care of Nedra Campbell, Trial Attorney, EEOC, 477 Michigan Avenue, Room 865, Detroit, Michigan 48226, within fourteen (14) days of its issuance.

REPORTING

3. During the term of this Decree, Schefenacker agrees to provide the EEOC with quarterly reports of any incidents of discrimination, harassment or intimidation based on age. For each incident, Schefenacker must set forth any remedial action that was taken. Schefenacker shall provide the EEOC with the names, addresses and telephone numbers of all individuals involved in the complaint, including the victim, the alleged harasser, and the members of management responsible for handling the complaint. All such reports shall be sent to Laurie Young, Regional Attorney, care of Nedra Campbell, Trial Attorney, EEOC, 477 Michigan Avenue, Room 865, Detroit, Michigan 48226, by the fifteenth (15th) day of the month after the previous quarter ends.

NON-DISCRIMINATION

4. Schefenacker will continue to comply with the ADEA. This requirement applies to Schefenacker's officers, agents, employees, successors, assigns and any other individuals working with Schefenacker. Such compliance shall include providing a work environment free from discrimination, harassment and intimidation.

NON-RETALIATION

5. Consistent with its legal obligations, Schefenacker will not intimidate, retaliate, harass or interfere with any person's exercise of rights under the ADEA, because a person files charges with the EEOC, or because a person gives testimony, assists, or participates in any EEOC investigation or proceeding. This prohibition against retaliation expressly applies to Schefenacker's directors, officers, agents, successors, assigns and employees.

TRAINING

6. Schefenacker will provide training to its managers and supervisors on the Age Discrimination in Employment Act (ADEA), 29 U.S.C.A. § 621 *et. seq.* and its prohibitions against discrimination. The training shall include a discussion of what behavior constitutes age discrimination. The training shall also include a discussion of the provisions of Schefenacker's anti-discrimination policy. An attendance list of each individual who completed the training shall be sent to Laurie Young, Regional Attorney, care of Nedra Campbell, Trial Attorney, EEOC, 477 Michigan Avenue, Room 865, Detroit, Michigan 48226, within fifteen (15) days of the completion of the training. The training must take place within six (6) months of the signing of this Decree. In addition, Schefenacker shall provide anti-discrimination training to all new managers, supervisors, and employees within ten (10) days of his/her first day of work. This training for new employees shall include an overview of Schefenacker's anti-discrimination policy and its complaint procedures. Finally, prior to the implementation of its next reduction-in-force (if any), even after the expiration of this Consent Decree, Schefenacker will conduct age discrimination training for all individuals responsible for deciding which employees Schefenacker terminates pursuant to the reduction-in-force.

POSTING OF NOTICE

7. Schefenacker shall continue to post the Federal 5 in 1 Labor Law Poster.

DURATION

8. The provisions of this Consent Decree shall remain in full force and effect for one (1) year upon entry of the Decree.

DISPUTE RESOLUTION AND COMPLIANCE

9. 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. All parties may conduct expedited discovery under the Federal Rules of Civil Procedure for purposes of determining compliance with this Decree or defending against a claim of non-compliance, with fifteen (15) business days notice for depositions, and with fifteen (15) business days for responses to written discovery.

MISCELLANEOUS

10. Each party will bear its own costs and fees.
11. 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.
12. This Decree constitutes the entire agreement and commitments of the Parties. Any modifications to this Decree must be mutually agreed upon in writing and signed by the Parties.
13. The terms of this Consent Decree are and shall be binding upon the present and future

owners, officers, directors, employees, creditors, agents, trustees, administrators, successors, representatives, and assigns of Schefenacker.

14. 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.

**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION**

JAMES L. LEE
Deputy General Counsel

GWENDOLYN YOUNG REAMS
Associate General Counsel

**SCHEFENACKER VISIONS
SYSTEMS, USA. INC.**
By: DYKEMA GOSSETT, PLLC

NEDRA CAMPBELL (P58768)
Trial Attorney
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(313) 226-3407

Dated: _____

TODD J. SHOUDY (P41895)
JENNIFER GONZALEZ (P65527)
Attorneys for Defendant
400 Renaissance Center
Detroit, Michigan 48243
(313) 568-5330

Dated: _____

IT IS SO ORDERED:

s/Patrick J. Duggan
Patrick J. Duggan
United States District Judge

Dated: December 4, 2006

I hereby certify that a copy of the foregoing document was served upon counsel of record on December 4, 2006, by electronic and/or ordinary mail.

s/Marilyn Orem
Case Manager

APPENDIX A

RELEASE

In consideration of the payment to me by Schefenacker Vision Systems USA, Inc. (hereinafter "Schefenacker" or "Defendant") of \$28,500, and in consideration of the Consent Decree agreed to by the Equal Employment Opportunity Commission in Civil Action 2:06-CV-12123, entered by the Court on the _____ day of _____ 2006, of which this Release is a part, I, Janet Nedrow, hereby fully and forever release and discharge Schefenacker, its affiliated companies, and any affiliated or parent corporations, and their successors and assigns, including their present and former directors, officers, shareholders, employees and agents, from any claim or obligation based on unlawful employment discrimination under the Age Discrimination in Employment Act (ADEA) of 1967, 29 U.S.C.A. § 621 *et. seq.*

I agree that I will be solely and individually responsible for paying any applicable income taxes which may be due and owing, if any, as a result of Defendant's payment of the above sum. 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 WITNESS WHEREOF, this Release is signed and executed by me on the

day of _____, 2006.

Janet Nedrow

County of _____)
) SS

State of Michigan)

Subscribed and sworn to before me this _____
day of _____, 2006. Notary Public.

County of _____

Commission Expires: _____