

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

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,

Plaintiff,

Case No. 04-72040

V.

Hon. Victoria A. Roberts
U.S. District Court Judge

CARDINAL COUNTRY PIZZA,

Defendant.

ADELE RAPPORT (P44833)
Regional Attorney
ROBERT K. DAWKINS (P38289)
Supervisory Trial Attorney
TAMMY C. KLEIN (P60256)
Trial Attorney
(313) 226-5673

LAW OFFICES OF FRANK J. KOKENAKES, PLC.
By: Frank J. Kokenakes (P28561)
Attorney for Defendant
39040 West Seven Mile Road
Livonia, MI 48152
(734) 432-0961

SETTLEMENT AGREEMENT

On May 28, 2004, Plaintiff, the Equal Employment Opportunity Commission, ("Plaintiff" or the "Commission") commenced this action in the United States District Court for the Eastern District of Michigan, Southern Division, on behalf of Charging Parties, Lisa Bradberry ("Bradberry") and Crystal Childs ("Childs") (Collectively "Charging Parties") against Defendant, Cardinal Country Pizza, ("Defendant" or "Cardinal"). In its Complaint, the Commission alleged that the Charging Parties had been subjected to sexual harassment in the form of a hostile work environment by their supervisor, Chad Leix, son of owner and president Cheryl Leix. The Commission further alleged that Defendant failed to take prompt effective remedial action to stop the harassment and prevent it from happening in the future. As a result of the harassment, the Commission further alleged that Bradberry was constructively discharged. Cardinal Country has denied all allegations set forth in Civil Action No. 04-72040 along

FINAL DISPOSITION

1. Through this Settlement Agreement, (“Agreement”) the Commission, on behalf of Charging Parties and Cardinal Country desire to forever resolve all issues raised, presented, or joined in Civil Action Number 04-72040, without the burden, expense and potential delay of further litigation of all issues set forth in this lawsuit and intend to be bound by the promises made herein.


STIPULATED FACTS

2. 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 this lawsuit.

3. Cardinal Country 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. 2000e(g) and (h). Cardinal Country had at least fifteen (15) employees for twenty (20) or more calendar weeks during the relevant time period.

4. Pursuant to Title VII, the parties acknowledge the jurisdiction of the United States District Court for the Eastern District of Michigan over the subject matter and parties to this case for the purpose of entering this Settlement Agreement, and, if necessary, enforcing the provisions of this Settlement Agreement.

5. Venue is appropriate in the Eastern District of Michigan. For purposes of this Settlement Agreement and proceedings related to this Settlement Agreement only, Cardinal Country agrees that all statutory conditions precedent to the institution of this lawsuit have been fulfilled.



6. Cardinal Country agrees to pay Charging Party, Lisa Bradberry, monetary relief in the amount of \$15,000 and Charging Party Crystal Childs, monetary relief in the amount of \$9,000 within twenty-one (21) days of the acceptance and signing of this Settlement Agreement and each Charging Party signing a separate Release and Confidentially Agreement. Taxes shall be the responsibility of Bradberry and Childs. Cardinal Country will issue a form 1099 to them as required by the IRS. The funds are to be paid directly to Lisa Bradberry and Crystal Childs via Certified Mail at 120 Merrill Dr., Newport, NC 28570, for Bradberry and at 9385 Arbela Road, Millington, MI 48746, for Childs, with a copy of the checks sent to Adele Rapport, Regional Attorney, United States Equal Employment Opportunity Commission, 477 Michigan Avenue, Room 865, Detroit, Michigan 48226.

NON-DISCRIMINATION

7. Cardinal Country, its officers, agents, employees, successors, assigns and all persons in active concert of participation with it, shall comply with the provisions of Title VII of the Civil Rights Act of 1964, as amended.

NON-RETALIATION

8. Cardinal Country, through its directors, officers, agents, successors, assigns and employees, will not retaliate against any person known to them who participated or cooperated in the investigation and prosecution by the EEOC of Charge of Discrimination Numbers:230-2003-02679 and 230-2003-01075 filed under Title VII of the Civil Rights Act of 1964, as amended.

DISPUTE RESOLUTION AND COMPLIANCE

9. The Parties agree that the United States District Court for the Eastern District of Michigan shall retain jurisdiction and will have all available equitable powers, including injunctive relief, to enforce this Settlement Agreement. Upon motion of either party, the Court may schedule a hearing for the purpose

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.

POSTING OF NOTICE

10. Cardinal Country will post a mutually agreeable notification, attached as Attachment A, in at least one (1) conspicuous place which sets forth an employee's rights regarding the federal anti-discrimination laws, but shall not mention this litigation of the Charging Parties. This notice shall be posted for three (3) years from the entry of this Settlement Agreement. Should any posted copies of the notice become defaced, marred or otherwise made unreadable, Cardinal Country agrees to post a readable copy of this Notice in the same manner heretofore specified as soon as practical thereafter. In addition Cardinal Country warrants that it will continue to post all employment discrimination notices as required by applicable law at all times. The Attachment "A" shall be reviewed by Cardinal Country Pizza Inc., prior to posting.

NON-ADMISSION OF LIABILITY

11. Cardinal Country has denied all allegations set forth in Civil Action Number: 04-72040, 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 constitute an adjudication or finding on the merits of the case or be construed as an admission of liability, wrongdoing, guilt, and/or violation of federal law, which Cardinal Country expressly denies.

ALLOCATION OF COST

12. The Parties agree to pay their respective costs and attorneys fees associated with the drafting and enforcement of this Settlement Agreement.

SEVERABILITY CLAUSE

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13. If any provision of this Settlement Agreement 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

14. Cardinal Country agrees to provide training to its President, Vice President, Managers, Supervisors and all employees in its Millington, Michigan facility located at 8220 Ellis, Millington, MI 48746. Although the training session should include a discussion of the federal anti-discrimination laws, an emphasis shall be placed on Title VII and its prohibitions against sexual harassment in the workplace and an employer's duty to provide prompt, effective, remedial action. The name of the individual(s) conducting the training, a list of participants and the topics to be discussed shall be provided to Adele Rapport, Regional Attorney, United States Equal Employment Opportunity Commission, 477 Michigan Avenue, Room 865, Detroit, Michigan 48226, at least thirty (30) days before the training session. In addition, within fifteen (15) days after the training, Cardinal Country shall provide the Commission with an attendance list of all participants. This information should be provided to Adele Rapport, Regional Attorney, at the above-mentioned address. The training shall take place within one (1) year of the signing and entry of this Settlement Agreement. If EEOC provides training, it shall be free of charge. Additionally, each new employee shall be provided with sexual harassment training within one (1) week of hire.

ENTIRE AGREEMENT

15. This Settlement Agreement 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.

16. This Settlement Agreement shall remain in effect for eighteen (18) months from its entry with the Court.


RETENTION OF JURISDICTION

17. The Plaintiff Commission and Cardinal Country Pizza, Inc. agree to execute a separate Consent Order for Discontinuance subject to the terms of this Settlement Agreement including the retention of jurisdiction by the Court to enforce this settlement agreement.

Respectfully Submitted,



Tammy C. Klein
EEOC, Trial Attorney



Frank J. Kokenakes
Defendant Attorney

Oct. 18, 2005

Date



Cheryl Leix
Cardinal Country Pizza