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4 EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
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6 3300 North Central Avenue, Suite 690
7 Phoenix, Arizona 85012
8 (602) 640-5033

9 Attorneys for Plaintiff

10 MILLER, CANFIELD, PADDOCK and STONE, P.L.C.
11 Walter B. Connolly (P23646)
12 Clara G. DeQuick (P45741)
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14 Detroit, MI 48226
15 (313) 963-6420

16 Attorneys for Defendant Kmart Corporation

17 UNITED STATES DISTRICT COURT
18 DISTRICT OF ARIZONA

19 EQUAL EMPLOYMENT OPPORTUNITY
20 COMMISSION,

21 Plaintiff,

22 v.

23 KMART CORPORATION, a Michigan
24 Corporation

25 Defendant.

Case No. CIV 98-1200 PHX ROS

STIPULATION AND
ORDER OF DISMISSAL

26 The United States Equal Employment Opportunity Commission ("EEOC") and
Kmart Corporation ("Kmart") have settled this matter in its entirety, resolving all claims

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DISTRICT OF ARIZONA		
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1 of the Commission, Debra Denton and Maria Garcia, in accordance with the terms of the
2 Settlement Agreement attached hereto as Exhibit A. Now, therefore,

3
4 IT IS HEREBY ORDERED that the parties shall comply with the terms of the
5 Settlement Agreement and that this Court shall retain jurisdiction for purposes of
6 enforcing the Settlement Agreement as expressly set forth therein.

7 IT IS FURTHER ORDERED that this action is dismissed, each party to bear its
8 own costs and attorneys' fees incurred in this action as of the date of the entry of this
9 Order.
10

11 So Ordered.

12 DATED: 4/5/99


13 ROSLYN O. SILVER
14 UNITED STATES DISTRICT JUDGE

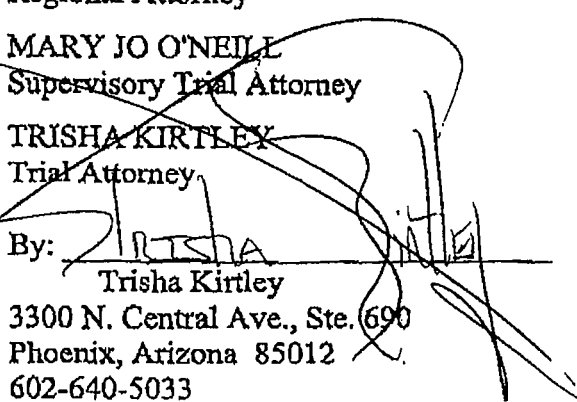
15 **STIPULATED AND REQUESTED BY:**

16 **EQUAL EMPLOYMENT
17 OPPORTUNITY COMMISSION**

18 RICHARD R. TRUJILLO
Regional Attorney

19 MARY JO O'NEIL
Supervisory Trial Attorney

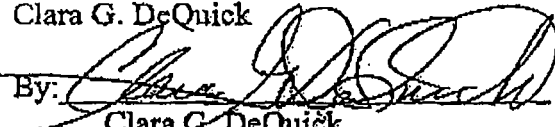
20 TRISHA KIRTLEY
21 Trial Attorney

22 By: 
23 Trisha Kirtley
24 3300 N. Central Ave., Ste. 690
25 Phoenix, Arizona 85012
602-640-5033

26 Attorneys for Plaintiff

**MILLER, CANFIELD, PADDOCK
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Walter B. Connolly, Jr.
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By: 
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Detroit, Michigan 48226
313-963-1390

Attorneys for Defendant

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3 IN THE UNITED STATES DISTRICT COURT
4 FOR THE DISTRICT OF ARIZONA
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7 EQUAL EMPLOYMENT
8 OPPORTUNITY COMMISSION

9 Plaintiff,

10 vs.

11 K-MART CORPORATION,
12 a Michigan Corporation

13 Defendants.

CIV 98-1200 PHX ROS

SETTLEMENT AGREEMENT

14 The parties hereby file the attached Settlement Agreement (Exhibit 1) for the above
15 captioned action. Defendant will file the original signature page for Shavan M. Giffen, Esq.,
16 K-Mart Corporation under separate cover.

17 DATED this 2nd day of March, 1999.

18 Respectfully submitted,

19 RICHARD R. TRUJILLO
20 Regional Attorney

21 MARY JO O'NEILL
22 Supervisory Trial Attorney

23 TRISHA KIRTLEY
24 Trial Attorney

25 EQUAL EMPLOYMENT
26 OPPORTUNITY COMMISSION
27 Phoenix District Office
28 3300 North Central Avenue, # 690
Phoenix, Arizona 85012
Telephone: (602) 640-5020

Attorneys for Plaintiff

1 UNITED STATES DISTRICT COURT

2 DISTRICT OF ARIZONA

3
4 EQUAL EMPLOYMENT OPPORTUNITY
5 COMMISSION,

6 Plaintiff,

7 v.

8 KMART CORPORATION, a Michigan
9 Corporation

10 Defendant.

Case No. CIV 98-1200 PHX ROS

SETTLEMENT AGREEMENT

11 Kmart Corporation (herein "Kmart") and the Equal Employment Opportunity
12 Commission (herein "EEOC") by and through their undersigned representatives hereby agree
13 to completely settle, compromise and resolve a lawsuit in the United States District Court for
14 the District of Arizona entitled EEOC v. Kmart Corporation, Case No. CV-98-1200 (herein
15 "Lawsuit"), in which EEOC sought relief on behalf of Debbie Denton, Maria Lopez, and a
16 class of individuals allegedly subjected to sexual harassment, sex discrimination and retaliation
17 (herein "Claimants").

18 EEOC, Claimants and Kmart ("Parties") agree that this Settlement Agreement fully and
19 finally disposes of the claims raised in the Lawsuit, that Kmart's execution of this Settlement
20 Agreement is not an admission of liability and that this Agreement constitutes the entire
21 agreement among the Parties.

22 GENERAL PROVISIONS

- 23
- 24 1. This Settlement Agreement shall provide complete relief to all eligible Claimants,
25 including particularly Debbie Denton Lopez and Maria Garcia.
 - 26 2. The Parties agree that Kmart has neither admitted liability nor made any
representations as to liability respecting the allegations contained in this Lawsuit. This
Agreement shall not constitute a finding on the merits of the allegations set forth in the
Complaint.
 3. EEOC unconditionally releases Kmart, its officers, agents, employees and assigns, in
connection with any claims that have or could be made in or in connection with the
Lawsuit or the facts and circumstances underlying it, including particularly any

1 violations of Title VII of the Civil Rights Act of 1964 and/or the Civil Rights Act of
2 1991, arising out of its operation of Store 3429 in Winslow, Arizona.

3 EMPLOYMENT PRACTICES

4 4. Kmart agrees to implement the following practices:

5 (a) All employees at the level of Supervisor or higher in District No. 906 will be
6 required to attend a sexual harassment training program, which program shall
7 include the following topics:

- 8 1. What sex harassment is;
- 9 2. That sex harassment is unlawful;
- 10 3. That sex harassment violates company policies;
- 11 4. The avenues available to employees to make complaints of sex
12 harassment;
- 13 5. How to timely and appropriately respond to complaints of sex
14 harassment, including how to investigate, remedy and report
15 such complaints;
- 16 6. The consequences of sex harassment, including appropriate
17 disciplinary action; and,
- 18 7. Supervisors and managers responsibilities in regard to
19 preventing and remedying hostile environment sex harassment
20 and *quid pro quo* sex harassment.

21 . EEOC will be provided a copy of the sexual harassment training media utilized.

22 (b) Kmart's sexual harassment policy will be reissued to all employees in all Kmart
23 stores in District No. 906.

24 (c) For a period ending two years from the date of this Settlement Agreement,
25 whenever the District Team Manager visits a Kmart store in District No. 906,
26 Kmart will post a notice to employees stating that the District Manager is in the
store and is available to meet privately with employees regarding any
complaints, including complaints of discrimination.

- 1 (d) For a period ending two years from the date of this Settlement Agreement,
2 Kmart will emphasize and explain its policy prohibiting sexual harassment and
3 its internal complaint procedure to all new employees during orientation.

4 RELIEF FOR CLAIMANTS

- 5 5. Kmart agrees to pay the gross sum of Fifteen Thousand Dollars (\$15,000), which sum
6 shall constitute "compensatory damages" under the Civil Rights Act of 1991, 42 U.S.C.
7 § 1981, and shall not be for back pay or other wages of any kind and which shall be
8 paid to the only Claimants EEOC identified in this case, as follows:

9 (a) Within ten business days of the execution of this Settlement Agreement,
10 and of the Release of All Claims attached hereto as Appendix A, Kmart
11 shall issue a business check made payable to Debbie Denton Lopez in
12 the amount of Ten Thousand Dollars (\$10,000), and shall issue a
13 corresponding Form 1099, referencing Social Security No. [REDACTED]
14 [REDACTED] and,

15 (b) Within ten business days of the execution of this Settlement Agreement,
16 and of the Release of All Claims attached hereto as Appendix B, Kmart
17 shall issue a business check made payable to Maria Garcia in the amount
18 of Five Thousand Dollars (\$5,000), and shall issue a corresponding
19 Form 1099, referencing Social Security [REDACTED]

- 20 6. Kmart shall expunge from the personnel record of Debbie Denton Lopez any and all
21 references to an internal complaint of sexual harassment, to the investigation of the
22 internal complaint of sexual harassment made by Debbie Denton Lopez on or about
23 March 24, 1995, to the charge of discrimination she filed with the EEOC and all
24 references to the reasons for the termination of her employment, and shall provide a
25 neutral reference to any person or entity who inquires in writing about Debbie Denton
26 Lopez's employment history with Kmart Corporation.

DISPUTE RESOLUTION

- 27 7. In the event that any party to this Agreement believes that another party has failed to
28 comply with any provision(s) of the Agreement, the complaining party shall notify the
29 alleged non-complying party in writing of such non-compliance and afford the alleged
30 non-complying party ten (10) business days to remedy the non-compliance or satisfy
31 the complaining party that the alleged non-complying party has complied. If the
32 alleged non-complying party has not remedied the alleged non-compliance or satisfied
33 the complaining party that it has complied within ten (10) business days, the
34 complaining party may apply to this Court for appropriate relief.

35 The Court shall retain jurisdiction over this Settlement Agreement for the period of two
36 years, solely for the purpose of resolving any disputes concerning implementation and

1 compliance with its terms. This Settlement Agreement shall expire by its own terms
2 and without further action of the Parties two years from the date of its execution.

3 **SIGNATURES**

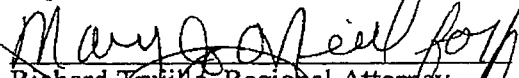

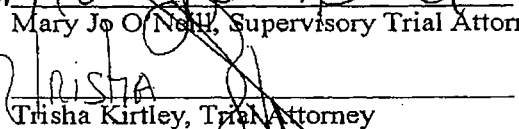
4 I have read this Agreement, and I accept and agree to its provisions.

5
6 **KMART CORPORATION:**

7 By: _____
8 Shavan M. Giffen, Esq.
9 Divisional Counsel

Dated: _____

10 **EQUAL EMPLOYMENT OPPORTUNITY COMMISSION:**

11 
12 Richard Trujillo, Regional Attorney
13 
14 Mary Jo O'Neill, Supervisory Trial Attorney
15 
16 Trisha Kirtley, Trial Attorney

Dated: 3/1/99

Dated: 3/1/99

Dated: 3/1/99

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1 compliance with its terms. This Settlement Agreement shall expire by its own terms
2 and without further action of the Parties two years from the date of its execution.

3 **SIGNATURES**

4 I have read this Agreement, and I accept and agree to its provisions.

5
6 **KMART CORPORATION:**

7 By: Shavan M. Giffen
8 Shavan M. Giffen, Esq.
9 Divisional Counsel

Dated: 3-2-99

10 **EQUAL EMPLOYMENT OPPORTUNITY COMMISSION:**

11 _____
12 Richard Trujillo, Regional Attorney

Dated: _____

13 _____
14 Mary Jo O'Neill, Supervisory Trial Attorney

Dated: _____

15 _____
16 Trisha Kirtley, Trial Attorney

Dated: _____

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