

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

JAMES R. FOSTER and RICHARD G. PEITZ,
Class Representative Plaintiffs, individually and
on behalf of other persons similarly situated,

and

Civil No. 4-96-1083 (JMR/FLN)

RONALD L. ABREMSKI, THOMAS D. BROWN,
RAYMOND E. CLIFFORD, MAURICE E. HENDRIX,
ROBERT W. MAGEE, DOMINIC MARA,
ROBERT D. ROBERTSON, JAMES L. WALLICK,
STEPHEN G. WEBB,

Plaintiffs,

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff-Intervenor,

CONSENT DECREE

v.

LENNOX INDUSTRIES, INC. and
LENNOX INTERNATIONAL, INC.,

Defendants.

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

v.

Civil No. 97-1540

LENNOX INDUSTRIES, INC. and
LENNOX INTERNATIONAL, INC.,

Defendants.

(22)

FILED
JUN 10 8 1998
U.S. DISTRICT COURT
DISTRICT OF MINNESOTA
ST. PAUL, MINN.
CLERK

I. Introduction

This Consent Decree resolves two age discrimination lawsuits filed in the U.S. District Court for the District of Minnesota by eleven individual plaintiffs and the U.S. Equal Employment Opportunity Commission (collectively referred to as "the lawsuit" or "this lawsuit" in this Consent Decree). Case number 4-96-1083 was commenced in the United States District Court for the District of Minnesota on November 5, 1996 by James R. Foster and Richard G. Peitz, who also filed and served a Second Amended Complaint on May 14, 1997. On June 26, 1997, the following nine persons filed opt-in consent forms with the Court to become Plaintiffs in Case number 4-96-1083: Ronald L. Abremski, Thomas D. Brown, Raymond E. Clifford, Maurice E. Hendrix, Robert W. Magee, Dominic Mara, Robert D. Robertson, James L. Wallick, and Stephen G. Webb (collectively referred to along with Foster and Peitz as "Plaintiffs"). The Plaintiffs filed and served a Third Amended Complaint on July 14, 1997. Case number 97-1540 was commenced in the United States District Court for the District of Minnesota on June 30, 1997 by the United States Equal Employment Opportunity Commission ("EEOC"). On July 28, 1997, pursuant to an order of the Court, EEOC was permitted to consolidate its action (97-1540) with the action commenced by Plaintiffs Foster and Peitz (4-96-1083) and to intervene as a party in that action.

The Plaintiffs allege that the defendants, Lennox Industries Inc. and its parent company, Lennox International Inc. (collectively referred to as "Lennox"), have engaged in a pattern or practice of age discrimination against Lennox Industries' field sales force, including but not limited to its district sales managers (which position has also been referred to at different times as "branch manager" or "district manager") by engaging in such activities as terminating, forcing the resignation of, demoting, failing to promote, harassing or otherwise adversely affecting the

employment of the above-referenced 11 individuals, and other persons in the field sales force similarly situated, on the basis of their age. The EEOC has intervened in that lawsuit.

In its lawsuit, Case No. 97-1540, the EEOC alleges that Lennox has engaged in a pattern or practice of age discrimination, including but not limited to terminating, forcing the resignation of, or demoting the Plaintiffs and other similar situated individuals over age 40 who were formerly employed by Lennox as District Sales Managers, from their positions as District Sales Managers, because of their age. The EEOC further alleges that Lennox has violated Section 7(a) of the Age Discrimination in Employment Act ("ADEA"), 29 U.S.C. § 626(a), by failing to make and preserve records required by the EEOC as necessary to the EEOC's administration of the ADEA.

Lennox has denied, and continues to deny, all of the allegations made by the Plaintiffs and the EEOC. Lennox specifically denies that it has engaged in any form of wrongful, illegal, or discriminatory activity with regard to the Plaintiffs or the EEOC, and maintains that it has and had legitimate, nondiscriminatory business reasons for all of its actions.

This Consent Decree resolves completely all claims and defenses alleged in the above-referenced consolidated actions by any party, including the injunctive relief claims of the EEOC and the relief sought for the 11 named individual Plaintiffs, as more fully explained below.

This Consent Decree was jointly negotiated and drafted by counsel completely familiar with the legal and factual issues in these cases, along with representatives of each of the parties, after extensive discovery, substantial and extensive discussions regarding claims and defenses by counsel for all the parties, and with the assistance of an independent mediator. Counsel have negotiated at arm's-length and in good faith, with the best interests of their clients in mind. Based upon their knowledge of the cases and extensive negotiations, all counsel believe that this Consent Decree is fair, reasonable, and adequate to resolve these consolidated actions in their

entirety, and that settlement at this time and on these terms is in the best interests of all the parties. Counsel and the parties have considered, among other things, the expense, inconvenience, and time demands of continuing burdensome, protracted litigation, the risks inherent in litigation, and the benefits provided by the terms of this Consent Decree. This Consent Decree represents the parties' joint efforts to avoid further litigation, and does not represent any admission of liability or nonliability on the merits of these suits.

II. Jurisdiction

This Court has jurisdiction over the subject matter of and parties to this action, and retains jurisdiction to resolve any disputes that may arise under this Consent Decree.

III. Non-Admission and Non-Determination

This Consent Decree shall not be deemed to constitute any admission or adjudication of fact, liability, or non-liability by or of any party, and shall not be introduced in any judicial or administrative proceeding for any purpose, except to enforce its terms.

IV. Effect of Consent Decree

A. The term "Lennox" as used in this Consent Decree shall refer only to Lennox Industries Inc. and Lennox International Inc., and shall not refer to any other past, present or future subsidiary or affiliate company of Lennox Industries Inc. or Lennox International Inc. Therefore, subject to the provisions of Section XVII, this Consent Decree, including without limitation Section VIII, is applicable to and is enforceable upon Lennox Industries Inc. and its parent company, Lennox International Inc., only, and is not enforceable upon any other past, present or future subsidiary or affiliate company of Lennox Industries Inc. or Lennox International Inc. In addition, for the purpose of this Consent Decree and the accompanying Releases of the 11 Plaintiffs and the EEOC, "field sales force" is defined to mean the following positions within Lennox Industries: area manager, area sales manager, dealer business

consultant, dealer marketing advisor, builder services manager, inside sales representative, commercial sales assistant, field marketing consultant, field technical consultant, territory manager (including residential and commercial), branch manager, district manager, district sales manager (including residential and commercial), sales manager, assistant regional sales manager, regional sales manager, and regional director.

B. Except as set forth in Paragraphs C and F below, this Consent Decree fully and finally resolves all claims, including without limitation all claims or potential claims for damages, salary, wages, back pay, front pay, bonuses, commissions, insurance benefits, health benefits, retirement benefits, pension benefits, severance pay, mental anguish, pain and suffering, damage to reputation, liquidated damages, treble damages, punitive damages, other compensation and benefits, reinstatement, injunctive relief, pre- or post-judgment interest, attorneys' fees, costs and disbursements, whether known or unknown, accrued or unaccrued, asserted or unasserted that have been raised or could have been raised against Lennox by the Plaintiffs on behalf of any member of Lennox Industries' field sales force over the age of 40, including without limitation any person who ever held the position of district sales manager, based upon claims of age discrimination including without limitation claims or allegations of (a) age discrimination claimed by each of the 11 named individual Plaintiffs in the lawsuit; (b) age discrimination claimed by Lennox Industries' field sales force over the age of 40, including without limitation Lennox Industries' district sales managers over the age of 40; and (c) a pattern or practice of age discrimination against Lennox Industries' field sales force over the age of 40, including without limitation Lennox Industries' district sales managers over the age of 40.

C. As to the EEOC, this Consent Decree fully and finally resolves all claims that have been raised or could have been raised against Lennox by the EEOC in its suit on behalf of the Plaintiffs, and other similarly-situated individuals over age 40 who were employed by the

Defendants as District Sales Managers, including without limitation, all claims or potential claims for damages, salary, wages, backpay, front pay, bonuses, commissions, insurance benefits, health benefits, retirement benefits, severance pay, liquidated damages, other compensation and benefits, reinstatement, injunctive relief, pre- or post-judgment interest, attorneys' fees, costs and disbursements or any claim that Lennox failed to make or preserve records required by the EEOC as necessary to the EEOC's administration of the ADEA.

D. Except as set forth in Paragraph F below and for the period through the execution of this Consent Decree, the EEOC expressly agrees not to bring and not to intervene in any further claims or actions involving Lennox Industries district sales managers or Lennox Industries field sales force alleging claims of age discrimination for any bases asserted in Case Nos. 4-96-1083 or 97-1540, including without limitation claims for terminating, forcing the resignation of, demoting, failure to promote, harassing, or otherwise adversely affecting the employment of the 11 Plaintiffs, and other persons in the field sales force similarly situated, on the basis of their age. The EEOC further agrees not to bring an action alleging that for the period prior to the effective date of this Consent Decree, Lennox has violated Section 7(a) of the ADEA, 29 U.S.C. § 626(a), by failing to make and preserve records required by the EEOC as necessary to the EEOC's administration of the ADEA. Subject to paragraph F below, the EEOC further expressly agrees not to reconsider or reopen any charges alleging age discrimination in the Lennox Industries field sales force, for charges that were closed as of February 27, 1998, based upon evidence obtained by the Plaintiffs and the EEOC in this litigation, Case Nos. 4-96-1083 or 97-1540.

E. The Consent Decree fully and finally resolves all defenses or claims asserted or which could have been asserted by Lennox against the Plaintiffs or the EEOC. Pensions or

benefits lawfully due the Plaintiffs independent of this Consent Decree shall not be compromised or impaired by this Consent Decree.

F. This Consent Decree, the dismissals with prejudice and Releases which shall accompany its execution do not preclude, bar, adjudicate, or extinguish any ADEA claims or rights of any individual on whose behalf the EEOC did not bring suit, including specifically:

1. Claims arising after February 27, 1998. Any Lennox Industries employee holding a district sales manager or field sales force position as of February 27, 1998, who was discharged, forced to resign, demoted, harassed or adversely affected, or not hired for such position, for the period after February 27, 1998, the deadline for fact discovery in this lawsuit;

2. District sales manager claims other than termination, forced resignation, or demotion arising prior to February 27, 1998. Any Lennox Industries employee holding a district sales manager position, or applying for such a position, for the period prior to February 27, 1998, with respect to claims other than discharge, forced resignation, or demotion. Provided, however, that the EEOC shall not bring suit or intervene on behalf of any district sales manager, or applicant for such position, asserting age discrimination claims for the period preceding 300 days before the execution of the Decree by the parties, or unless the claim addresses such matters arising more than 300 days from execution, and is asserted in a charge or lawsuit pending as of the date that this Decree is executed by the parties.

3. Field sales force claims not involving district sales managers. Any Lennox Industries employee who held a position in Lennox Industries field sales force, or who applied for such a position, other than the position of district sales manager. Provided, however, that the EEOC shall not bring suit or intervene on behalf of any such individual

asserting age discrimination claims for the period preceding 300 days before the execution of the Decree by the parties, or unless the claim addresses such matters arising more than 300 days from execution, and is asserted in a charge or lawsuit pending as of the date that this Decree is executed by the parties.

4. Pending charges or suits. Any Lennox Industries employee who held a position in Lennox Industries field sales force -- other than the position of district sales manager relating to claims of discharge, forced resignation, or demotion -- covered by a charge or age discrimination or lawsuit alleging age discrimination against Lennox Industries, pending as of the date that this Consent Decree is executed by the parties.

Therefore, nothing in this Consent Decree, the dismissals with prejudice or Releases accompanying this Consent Decree shall preclude or bar the EEOC from seeking monetary or other relief on behalf of, or from commencing or intervening in any claims or actions involving individuals covered by Subparagraphs F(1), (2), (3), or (4) above.

G. Nothing in this Consent Decree shall preclude or bar the EEOC from commencing, intervening in, investigating or seeking to remedy claims not resolved by this Consent Decree or claims arising under statutes other than the Age Discrimination in Employment Act.

H. The parties recognize that reasonable promptness in executing the Consent Decree is a material term of the Decree. Having concluded that this Decree is the most appropriate means of resolving this litigation, the parties hereby jointly move that the Court adopt the Decree by signing the attached Order.

V. Duration of Consent Decree

A. This Consent Decree shall become effective upon Court approval ("effective date"). If any of the provisions of the Consent Decree are determined by the Court to be invalid or illegal, the remaining provisions shall not be affected without the mutual consent of the parties.

B. The Consent Decree shall remain in effect for 42 months from its effective date.

VI. General Provisions

A. Without admission of any violation of federal, state, or local law, Lennox affirms its responsibility to comply fully with the ADEA, and not to terminate, demote, force the retirement of any district sales managers, or take personnel actions against any other individuals, based on their age. Lennox further agrees to comply fully with the ADEA's recordkeeping provisions contained in 29 C.F.R. § 1627.

B. The parties recognize that this Consent Decree has been arrived at by a process of negotiation and compromise, and that it does not represent what any party expects might be attained at trial and following all appeals.

VII. Monetary Relief

A. Lennox shall pay \$6.2 million to resolve the issues alleged in this case, in the manner and according to the payment categories described below. This amount fully resolves all claims made by the Plaintiffs and the EEOC in this action.

1. On the next business day after the date on which Lennox receives notice that this Consent Decree has been approved and signed by the District Court, Lennox shall mail to the Equal Employment Opportunity Commission, 310 W. Wisconsin Avenue, Suite 800, Milwaukee, Wisconsin 53203-2292 (attention: Reuben Daniels Jr., Regional Attorney), a check

payable to the United States Treasury in the amount of \$10,161.63, in full settlement of all claims for taxable costs asserted by the EEOC in the above-captioned action.

2. On the next business day after the date on which Lennox receives notice that this Consent Decree has been approved and signed by the District Court, Lennox shall send by wire transfer the sum of \$4,166,604.24 to Winthrop & Weinstine, P.A. Trust Account, Firststar Bank, Account No. 173444064, in full settlement of all claims for damages and other monetary relief asserted by the eleven named individual Plaintiffs and the EEOC on their behalf in the above-captioned litigation. This entire amount shall be promptly paid by wire transfer from the trust account to the eleven named Plaintiffs in accordance with the allocation agreement among Plaintiffs.

3. On the next business day after the date on which Lennox receives notice that this Consent Decree has been approved and signed by the District Court, Lennox shall send by wire transfer the sum of \$2,023,234.13 to Winthrop & Weinstine, P.A., First American Bank, Account No. 859702, in full settlement of any and all claims, rights, or entitlements against Lennox or against the settlement fund for services rendered as counsel for the class in the above-captioned action.

B. Lennox may issue to Plaintiffs an IRS Form W-2 or Form 1099 as it determines is necessary under applicable law with respect to the amount payable to Plaintiffs as set forth in Section VII(A) paragraph two. Lennox shall not issue an IRS Form W-2 or Form 1099 to the individual Plaintiffs with respect to the amounts paid to the EEOC or Winthrop & Weinstine, P.A. as set forth in Section VII(A), paragraphs one and three.

C. No representations are made by or to any party to this Consent Decree as to the tax consequences of these transactions, and each party to this Decree shall be responsible for tax liability of such party relating to or resulting from these transactions and the allocations specified

herein, including any related penalties or interest or employer payroll taxes. However, if Lennox shall be required to pay any income taxes (other than the employer's share of payroll taxes), interest or penalty assessed against a plaintiff as a result of a failure by any plaintiff to pay applicable taxes (if any) on proceeds which he receives as a result of this Decree, then Lennox shall be entitled to prompt reimbursement from that plaintiff for the full amount of the tax which Lennox has paid in connection with the proceeds received by that plaintiff.

VIII. Affirmative Relief

For the term of the Consent Decree:

A. Lennox will maintain a policy prohibiting age discrimination that is designed to provide a workplace free from age discrimination. Lennox will post the policy in all of its facilities, in a conspicuous place where employee notices are customarily posted. The policy will further state that Lennox recognizes the right of any individual to oppose any practice made unlawful by the ADEA, and to make a charge, testify, assist, or participate in an investigation, proceeding, or hearing under the ADEA. The posting shall remain in place for the duration of this Decree. The policy shall be posted within 14 business days of approval by the Court, and a copy of the posting shall, at the same time, be provided to counsel for the EEOC.

B. In an effort to ensure compliance with the ADEA, Lennox agrees to circulate to all managers and supervisors with authority to recommend, make, or review employment decisions, a memorandum which shall, at a minimum, set forth its obligations under the ADEA and its duty to make and preserve records under the ADEA. This memorandum shall be circulated annually for the length of this Decree, and shall be circulated initially to all such managers and supervisors within eight weeks of approval of this Consent Decree by the Court. The EEOC shall receive an advance copy of the memorandum in sufficient time to have three weeks to provide comments or recommendations, and Lennox shall consider the EEOC's input

in drafting its final memorandum. In the event that the EEOC does not provide Lennox with comments or recommendations regarding the contents of the memorandum within the three weeks provided to the EEOC for review, Lennox may proceed with the circulation of the memorandum forwarded to the EEOC. The memorandum shall, among its provisions, affirmatively state that the recipients are bound by its content, and are required to contact Lennox if they have any questions, or if they do not, in whole or part, consider themselves able to comply with the memorandum. Lennox shall provide a copy of the final memorandum to the EEOC at the same time that it is circulated to all managers and supervisors, as described above. Contemporaneously with the circulation of the final memorandum, Lennox will provide the EEOC with a list identifying the persons who were sent the memorandum, along with a certification that Lennox has sent a copy of the memorandum to all covered managers and supervisors.

C. Lennox agrees to provide an annual training session regarding equal employment opportunity as it relates to age discrimination for all managers and supervisors with authority to recommend, make, or review employment decisions, including specifically all Human Resources employees who consult with managers and supervisors regarding employment decisions and those administrative or clerical employees who assist them in the handling of employment decisions. Such persons will attend the training sessions at least annually during the length of this Decree. This training shall include, but need not be limited to, the requirements of the ADEA, examples of conduct which may be considered age biased, systems or techniques that may be useful in avoiding discrimination, and proper recordkeeping under the ADEA and its related regulations. For the first year of the training, Lennox shall use one or more outside trainers to provide the training. In subsequent years, Lennox may utilize one or more trainers who are employed by Lennox outside its Human Resources Department. The

EEOC shall be provided with the name and resume of the trainers, along with a copy of the training materials to be used at the training sessions at least three weeks prior to the training, shall have the opportunity to provide comment on the trainer selected or the contents of the training materials, and Lennox shall consider the EEOC's input. In the event the EEOC does not provide Lennox with comments regarding the trainers selected or the contents of the training materials within the three weeks provided to the EEOC for review, Lennox may proceed with the training as planned. Lennox shall annually provide the EEOC a list of persons who have received the training each year, along with a copy of the sign-in sheet for the training, which shall reflect both name and position in the company of those persons attending the training.

D. Lennox agrees to abide by the following procedures in responding to all federal ADEA charges or state law Fair Employment Practices Agency ("FEPA") age discrimination charges filed against it by any member of Lennox Industries' field sales force or by the EEOC on behalf of any member of Lennox Industries' field sales force during the term of this Decree:

1. Copies of all documents submitted to the EEOC or other FEPA by Lennox in regard to said charges shall simultaneously be sent to Reuben Daniels, Jr., Regional Attorney, Equal Employment Opportunity Commission, 310 West Wisconsin Avenue, Suite 800, Milwaukee, WI 53203-2292, or his designee.

2. All responses or other written statements of position or fact submitted by Lennox to the EEOC or other FEPA by Lennox in regard to said charges shall be reviewed and signed by one or more attorneys employed in the Law Department of Lennox, and shall also be signed by a manager or officer of Lennox.

E. Prior to June 1, 1998, and every six months thereafter, Lennox shall submit a written report to EEOC counsel containing the following information:

1. Name, title, age, division location, home address and home telephone of any district sales manager who has resigned, retired, or been terminated, along with a statement indicating which type of separation status applies to that individual (e.g. "resignation," "retirement," etc.);

2. As to such individual who has been demoted from a district sales manager position, Lennox shall be obligated to provide the name, title, age, and division location in the written report, along with a description of that person's status (e.g. "demoted"). Upon written request from the EEOC after receipt of the report, Lennox shall provide the EEOC with the individual's home address and home telephone number.

F. Lennox shall create an internal review process by which it reviews the resignation, retirement, demotion, termination, or other reason for departure of any district sales manager to satisfy itself that age was not a factor in the decision to separate or demote the district sales manager. As part of this process, Lennox shall compare the conditions surrounding the separation or demotion of a district sales manager within Lennox Industries with those other district sales managers whom Lennox reasonably deems, in its sole discretion, to be similarly situated. Lennox shall acknowledge in an annual written report to the EEOC that it has implemented this provision and satisfied its terms. Upon request by the EEOC, Lennox shall provide the EEOC with relevant documentation relating to the above. Nothing in this paragraph shall modify obligations otherwise imposed on Lennox by applicable law to ensure that its personnel actions are not based on age.

G. Within twelve weeks of approval of this Decree by the Court, and thereafter at one year intervals, Lennox shall audit all personnel records, evaluation forms, human resources planning documents, and other documents relating to employment decisions to ensure that (i) age-related information is not used improperly in connection with employment decisions, and

(ii) that all necessary records are made and maintained as required under the ADEA and its related regulations. Lennox shall annually certify in writing to the EEOC that it is in compliance with this paragraph.

H. To promote equal employment opportunity for its staff, Lennox hereby agrees that it will not engage in any of the following practices, and that any Lennox personnel who engage in them will be subject to appropriate discipline:

1. Knowingly providing misleading information to the EEOC or other FEPA, either orally or in writing;

2. Knowingly destroying or permitting the destruction of any documents or information pertaining to performance, promotion, compensation, separation, or the terms and conditions of employment of any individual who has filed or is named in a pending discrimination charge, or is known to the person contemplating the destruction of such documents to have stated their intention to file such a charge; provided however, upon resolution or completion of administrative or judicial proceedings arising from such a charge, or upon failure of the individual to act upon such a charge prior to the expiration of the applicable statute of limitations, nothing in this paragraph shall preclude Lennox from destroying such documents or information.

3. Knowingly destroying or failing to preserve any personnel or employment records relating to personnel actions prior to a full year after the decision is implemented;

4. Knowingly using a records management program or other document retention policy that does not comply with EEOC recordkeeping requirements as set forth in 29 C.F.R. § 1627.

I. To facilitate compliance with this Consent Decree, Lennox agrees to maintain all promotion, succession planning and staff evaluation documents for Lennox Industries' field sales personnel at the Territory Manager level or higher for a period of two years from the date of their creation. Such documents shall include, but not be limited to human resource reviews, performance appraisals, "QRP"s, succession plans, "rising star" lists, and any other such similar document. No more than once each year for the duration of this Decree, and upon at least three weeks advance notice by the EEOC, Lennox shall collect and make available to the EEOC all such records at Lennox's headquarters in Richardson, Texas, to be reviewed during normal business hours.

IX. Status of Documents Produced in Discovery

A. On the next business day after the date on which counsel for Plaintiffs and the EEOC receive notice that this Consent Decree has been approved and signed by the District Court, the Plaintiffs and their counsel shall return to counsel for Lennox all documents and copies thereof produced by Lennox in discovery which are contained in the approximately 32 boxes located in Winthrop and Weinstine's file storage room. Thereafter, as soon as practicable, but in any case no later than one week for Plaintiffs and 10 business days for the EEOC after their counsel receive notice that the Consent Decree is approved and signed by the District Court, the Plaintiffs and the EEOC shall return to counsel for Lennox all remaining documents and copies thereof produced by Lennox in discovery, with the exception of documents that contain attorney work product. Plaintiffs and the EEOC shall destroy those documents produced by Lennox in discovery that contain attorney work product. Documents to be returned or destroyed include but are not limited to, all such documents attached to the depositions taken in this case and Plaintiffs' and the EEOC's copies of all motions filed with the Court, but exclude documents obtained from other sources or contained in the EEOC's administrative files which

were obtained during the EEOC's investigation of the administrative charges. Counsel for the Plaintiffs and the EEOC shall certify in writing to Lennox that, to the best of their knowledge, all documents produced by Lennox in discovery have either been returned or destroyed. In addition, on the next business day after the date on which counsel for Plaintiffs and the EEOC receive notice that this Consent Decree has been approved and signed by the District Court, counsel for Plaintiffs and the EEOC shall certify in writing to Lennox that, to the best of their knowledge, they and their clients are in compliance and will continue to comply with the Stipulation and Protective Order and Revised Stipulation and Protective Order filed in this lawsuit. Lennox shall preserve one copy of all documents produced to the Plaintiffs and the EEOC in this lawsuit to the extent required by EEOC recordkeeping requirements, and to the extent they relate to any known pending or potential charge or litigation. Prior to destroying or discarding any document produced to the Plaintiffs and the EEOC in this lawsuit pursuant to this provision, Lennox counsel shall certify in writing to the EEOC that the document does not relate to any known pending or potential charge or claim of discrimination, and that the document is not otherwise required to be retained pursuant to recordkeeping requirements imposed by the ADEA and other applicable law. Lennox shall maintain a log of any such documents discarded or destroyed pursuant to this paragraph by bates number of the document destroyed or discarded. Lennox shall provide EEOC counsel with a log of documents destroyed or discarded every six months for the duration of the Consent Decree, along with the certification of Lennox counsel, of all documents destroyed or discarded in the preceding six month period.

B. Within 10 business days after the date on which Lennox's counsel receives notice that this Consent Decree is approved and signed by the District Court, Lennox and its counsel shall return to counsel for Plaintiffs all documents marked confidential and copies thereof

produced by the Plaintiffs in discovery. Lennox and its counsel shall destroy those documents marked confidential produced by the Plaintiffs in discovery that contain attorney work product. Counsel for Lennox shall certify that, to the best of their knowledge, all documents marked confidential produced by the Plaintiffs in discovery have either been returned or destroyed.

X. Use of Information and Materials Provided to EEOC by Lennox

A. The EEOC shall consider the information and materials obtained under Sections VIII and IX of this Consent Decree to be confidential and shall only use this information and these materials solely for the purpose of monitoring Lennox's compliance with this Consent Decree. Such information and materials shall not be shared with counsel for the Plaintiffs in this case, the Plaintiffs, or otherwise be made public. In addition, to the extent that the EEOC seeks to use any information or materials provided to the EEOC pursuant to this Consent Decree in the context of any separate investigation, whether in connection with an EEOC directed investigation or the investigation of a charge of discrimination, this information or materials shall be independently requested by the EEOC, and the information or materials provided to the EEOC pursuant to this Consent Decree shall not be deemed part of or used by the EEOC, in any administrative investigative file, absent such request. In addition, this Consent Decree shall not constitute a waiver by Lennox of any administrative prerequisites which would apply to an EEOC directed investigation under the ADEA or the investigation of a charge of discrimination.

B. Notwithstanding subparagraph X.A. above, nothing in this Consent Decree shall limit the EEOC from seeking leave of Court to ensure compliance with the provisions of this Consent Decree. However, prior to taking any such action, the EEOC shall comply with Section XIV. In addition, nothing in this Consent Decree shall limit the EEOC from making any lawful request or subpoena for information in the context of an EEOC directed investigation or the investigation of a charge of discrimination, and nothing shall limit or preclude Lennox

from objecting to such request or subpoena. Moreover, nothing in this Consent Decree shall be deemed to limit in any way the scope of information that the EEOC would be entitled to obtain in the absence of this Consent Decree, including but not limited to a request for an affidavit or the compilation of evidence, or for the subpoena of information or materials, and nothing shall limit Lennox from objecting to such request for information or compilation of evidence, affidavit or subpoena.

XI. Releases

Contemporaneous with the execution of this Decree, each of the 11 named individual Plaintiffs, Lennox Industries Inc., Lennox International Inc., the EEOC and Plaintiffs' counsel agree to execute the Mutual Release-attached as Exhibit A.

XII. Waiver of Rescission.

The parties hereby stipulate that inasmuch as this Consent Decree represents a resolution of actions filed in court and of charges filed with the EEOC, the statutory requirements regarding waiting periods contained in 29 U.S.C. § 626(f)(A-G) are inapplicable herein, and that each Plaintiff has knowingly and voluntarily waived the right to make any rescission or revocation of any term or provision of this Consent Decree on the grounds thereof. The parties further stipulate that the statutory requirements of 29 U.S.C. § 626(f)(1)(A-E) governing knowing and voluntary waiver have been satisfied on the part of each Plaintiff in this matter. Specifically, Plaintiffs have had the advice of counsel with respect to this Consent Decree and its provisions; moreover each Plaintiff has had a reasonable period of time to evaluate and consider whether to enter into this Consent Decree.

XIII. Court Approval

The parties stipulate that the relief afforded under this Decree fully, fairly, and adequately addresses the claims asserted in the above-referenced consolidated actions. Accordingly, the parties hereby mutually and jointly seek Court approval of this Decree, and agree that upon final approval of it by the Court, all claims or defenses that were asserted in said actions are dismissed with prejudice.

The parties agree that this Decree shall be effective immediately upon its approval and execution by the Court.

XIV. Construction and Interpretation

A. The parties agree to meet and confer regarding any dispute arising under the implementation of this Decree. The EEOC alone shall have standing to secure compliance with paragraphs VIII and IX of this Decree. In the event that the parties are unable to resolve any dispute, any action relating to this Decree shall be filed with the Court that approves this Decree. Except with respect to Section VII of this Consent Decree, prior to instituting an action to enforce the terms of the Consent Decree or for violation of the Consent Decree, the EEOC and the Plaintiffs will provide Lennox with fifteen days written notice in advance of any such suit of the alleged violation, and will promptly engage in discussions with Lennox to resolve the matter prior to bringing an enforcement action.

B. This Decree shall be construed and governed according to and under the laws of the State of Minnesota and by the ADEA.

XV. EEOC Communications

All reports or communications between Lennox and EEOC relating to this Agreement shall be directed to Reuben Daniels, Regional Attorney, Equal Employment Opportunity Commission, 310 West Wisconsin Avenue, Suite 800, Milwaukee, Wisconsin 53203-2292, or

97-1540
his designee. All such reports or communications shall be kept confidential by the EEOC as provided in Section X above.

XVI. Settlement Publicity

The parties agree to exchange press releases at least two days prior to issuance. The parties further agree that any press release will refer to the fact that Lennox has not admitted to liability in the settlement of this case and has denied any allegations of age discrimination.

XVII. Sale or Transfer of Assets

Lennox agrees that, in the event of a sale or transfer of Lennox or its assets to a prospective purchaser or successor, Lennox will notify the purchaser or successor of the terms of this Decree, and shall obtain the agreement of the purchaser or successor to adhere to the terms of the Decree. In the event of any sale or transfer of assets, Lennox will insure that sufficient assets are designated to satisfy the terms of this Decree.

XVIII. Execution

This Decree, and any related agreement, stipulation or release, may be executed in one or more counterparts, each of which may be an original, but all of which together shall constitute one and the same instrument.

SO AGREED:

Dated: _____, 1998

Dated: May 1, 1998

Dated: _____, 1998

Ronald L. Abremski

Thomas D. Brown
Thomas D. Brown

Raymond E. Clifford

his designee. All such reports or communications shall be kept confidential by the EEOC as provided in Section X above.

XVI. Settlement Publicity

The parties agree to exchange press releases at least two days prior to issuance. The parties further agree that any press release will refer to the fact that Lennox has not admitted to liability in the settlement of this case and has denied any allegations of age discrimination.

XVII. Sale or Transfer of Assets

Lennox agrees that, in the event of a sale or transfer of Lennox or its assets to a prospective purchaser or successor, Lennox will notify the purchaser or successor of the terms of this Decree, and shall obtain the agreement of the purchaser or successor to adhere to the terms of the Decree. In the event of any sale or transfer of assets, Lennox will insure that sufficient assets are designated to satisfy the terms of this Decree.

XVIII. Execution

This Decree, and any related agreement, stipulation or release, may be executed in one or more counterparts, each of which may be an original, but all of which together shall constitute one and the same instrument.

SO AGREED:

Dated: _____, 1998

Ronald L. Abremski

Dated: _____, 1998

Thomas D. Brown

Dated: _____, 1998

Raymond E. Clifford

Dated: _____, 1998

James R. Foster

Dated: _____, 1998

Maurice E. Hendrix

Dated: _____, 1998

Robert W. Magee

Dated: _____, 1998

Dominic Mara

Dated: _____, 1998

Richard G. Peitz

Dated: _____, 1998

Robert D. Robertson

Dated: _____, 1998

James L. Wallick

Dated: _____, 1998

Stephen G. Webb

Dated: _____, 1998

WINTHROP & WEINSTINE, P.A.

By: _____

Stephen J. Snyder
Craig Brandt
Richard Black

Dated: May 5, 1998, 1998

U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

C. Gregory Stewart
General Counsel

By: Reuben Daniels Jr.
Reuben Daniels Jr.
Regional Attorney

Lloyd B. Zimmerman
Brian C. Tyndall
Senior Trial Attorneys

Dated: _____, 1998

LENNOX INDUSTRIES INC.

By: _____
Its: _____

Dated: _____, 1998

LENNOX INTERNATIONAL
INC.

By: _____
Its: _____

Dated: _____, 1998

LEONARD, STREET AND
DEINARD

By: _____
Janie S. Mayeron
Attorney for Defendants

Dated: _____, 1998

U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

C. Gregory Stewart
General Counsel

By: _____

Reuben Daniels Jr.
Regional Attorney

Lloyd B. Zimmerman
Brian C. Tyndall
Senior Trial Attorneys

Dated: May 3, 1998

LENNOX INDUSTRIES INC.

By:
Its:

Carl Edwards Jr.
SECRETARY

Dated: May 3, 1998

LENNOX INTERNATIONAL
INC.

By:
Its:

Carl Edwards Jr.
EXECUTIVE VICE PRESIDENT

Dated: May 6, 1998

LEONARD, STREET AND
DEINARD

By:

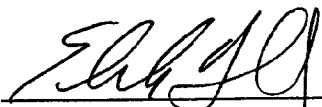
Janie S. Mayeron
Janie S. Mayeron
Attorney for Defendants

Janie S. Mayeron (for Janie Mayeron)

Dated: _____, 1998

LITTLER, MENDELSON

By:

A handwritten signature in dark ink, appearing to read 'Eduardo F. Cuaderes', written over a horizontal line.

Ronald Manthey
Eduardo F. Cuaderes
Attorney for Defendants

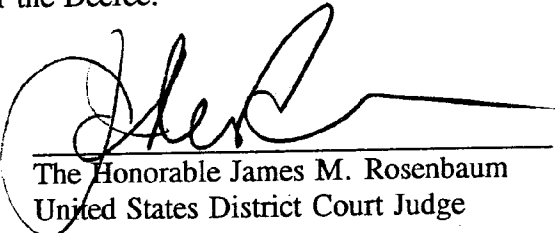
ORDER

Based upon the file, record and proceedings herein, and a review of the foregoing Consent Decree,

IT IS HEREBY ORDERED that:

1. The Consent Decree is approved and adopted in its entirety;
2. The two consolidated actions referenced in the Consent Decree (case nos. 4-96-1083 and 97-1540) and all claims and defenses asserted are hereby dismissed with prejudice and on the merits; and
3. This Court will retain jurisdiction over the Consent Decree for a period of 42 months as necessary to enforce the provisions of the Decree.

Dated: May 7th, 1998


The Honorable James M. Rosenbaum
United States District Court Judge

his designee. All such reports or communications shall be kept confidential by the EEOC as provided in Section X above.

XVI. Settlement Publicity

The parties agree to exchange press releases at least two days prior to issuance. The parties further agree that any press release will refer to the fact that Lennox has not admitted to liability in the settlement of this case and has denied any allegations of age discrimination.

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XVIII. Execution

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SO AGREED:

Dated: May 1, 1998, 1998


Ronald L. Abremski

Dated: _____, 1998

Thomas D. Brown

Dated: _____, 1998

Raymond E. Clifford

his designee. All such reports or communications shall be kept confidential by the EEOC as provided in Section X above.

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The parties agree to exchange press releases at least two days prior to issuance. The parties further agree that any press release will refer to the fact that Lennox has not admitted to liability in the settlement of this case and has denied any allegations of age discrimination.

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SO AGREED:

Dated: _____, 1998

Dated: May 1, 1998

Dated: _____, 1998

Ronald L. Abremski

Thomas D. Brown
Thomas D. Brown

Raymond E. Clifford

his designee. All such reports or communications shall be kept confidential by the EEOC as provided in Section X above.

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The parties agree to exchange press releases at least two days prior to issuance. The parties further agree that any press release will refer to the fact that Lennox has not admitted to liability in the settlement of this case and has denied any allegations of age discrimination.

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SO AGREED:

Dated: _____, 1998

Ronald L. Abremski

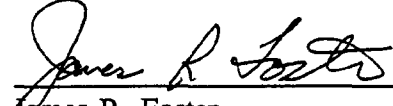
Dated: _____, 1998

Thomas D. Brown

Dated: MAY 3, 1998

Raymond E. Clifford
Raymond E. Clifford

Dated: May 1,, 1998


James R. Foster

Dated: _____, 1998

Maurice E. Hendrix

Dated: _____, 1998

Robert W. Magee

Dated: _____, 1998

Dominic Mara

Dated: _____, 1998

Richard G. Peitz

Dated: _____, 1998

Robert D. Robertson

Dated: _____, 1998

James L. Wallick

Dated: _____, 1998

Stephen G. Webb

Dated: _____, 1998

WINTHROP & WEINSTINE, P.A.

By: _____

Stephen J. Snyder
Craig Brandt
Richard Black

Dated: _____, 1998

James R. Foster

Dated: May 1, 1998

Maurice E. Hendrix
Maurice E. Hendrix

Dated: _____, 1998

Robert W. Magee

Dated: _____, 1998

Dominic Mara

Dated: _____, 1998

Richard G. Peitz

Dated: _____, 1998

Robert D. Robertson

Dated: _____, 1998

James L. Wallick

Dated: _____, 1998

Stephen G. Webb

Dated: _____, 1998

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By: _____

Stephen J. Snyder
Craig Brandt
Richard Black

Dated: _____, 1998

James R. Foster

Dated: _____, 1998

Maurice E. Hendrix

Dated: May 1, 1998

Robert W. Magee
Robert W. Magee

Dated: _____, 1998

Dominic Mara

Dated: _____, 1998

Richard G. Peitz

Dated: _____, 1998

Robert D. Robertson

Dated: _____, 1998

James L. Wallick

Dated: _____, 1998

Stephen G. Webb

Dated: _____, 1998

WINTHROP & WEINSTINE, P.A.

By: _____

Stephen J. Snyder
Craig Brandt
Richard Black

Dated: _____, 1998

James R. Foster

Dated: _____, 1998

Maurice E. Hendrix

Dated: _____, 1998

Robert W. Magee

Dated: May 1, 1998

Dominic Mara
Dominic Mara

Dated: _____, 1998

Richard G. Peitz

Dated: _____, 1998

Robert D. Robertson

Dated: _____, 1998

James L. Wallick

Dated: _____, 1998

Stephen G. Webb

Dated: _____, 1998

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Stephen J. Snyder
Craig Brandt
Richard Black

Dated: _____, 1998

James R. Foster

Dated: _____, 1998

Maurice E. Hendrix

Dated: _____, 1998

Robert W. Magee

Dated: _____, 1998

Dominic Mara

Dated: 5/1/98, 1998

Richard G. Peitz
Richard G. Peitz

Dated: _____, 1998

Robert D. Robertson

Dated: _____, 1998

James L. Wallick

Dated: _____, 1998

Stephen G. Webb

Dated: _____, 1998

WINTHROP & WEINSTINE, P.A.

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Craig Brandt
Richard Black

Dated: _____, 1998

James R. Foster

Dated: _____, 1998

Maurice E. Hendrix

Dated: _____, 1998

Robert W. Magee

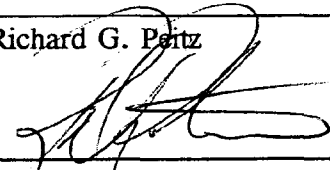
Dated: _____, 1998

Dominic Mara

Dated: _____, 1998

Richard G. Partz

Dated: May 1, 1998



Robert D. Robertson

Dated: _____, 1998

James L. Wallick

Dated: _____, 1998

Stephen G. Webb

Dated: _____, 1998

WINTHROP & WEINSTINE, P.A.

By: _____

Stephen J. Snyder
Craig Brandt
Richard Black

Dated: _____, 1998

James R. Foster

Dated: _____, 1998

Maurice E. Hendrix

Dated: _____, 1998

Robert W. Magee

Dated: _____, 1998

Dominic Mara

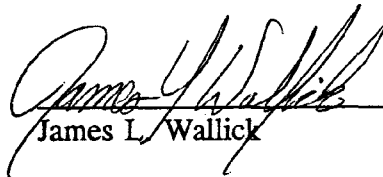
Dated: _____, 1998

Richard G. Peitz

Dated: _____, 1998

Robert D. Robertson

Dated: May 1, 1998



James L. Wallick

Dated: _____, 1998

Stephen G. Webb

Dated: _____, 1998

WINTHROP & WEINSTINE, P.A.

By: _____

Stephen J. Snyder
Craig Brandt
Richard Black

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James R. Foster

Dated: _____, 1998

Maurice E. Hendrix

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Robert W. Magee

Dated: _____, 1998

Dominic Mara

Dated: _____, 1998

Richard G. Peitz


Dated: _____, 1998

Robert D. Robertson

Dated: _____, 1998

James L. Wallick

Dated: MAY 1, 1998



Stephen G. Webb

Dated: _____, 1998

WINTHROP & WEINSTINE, P.A.

By: _____

Stephen J. Snyder
Craig Brandt
Richard Black

Dated: _____, 1998

James R. Foster

Dated: _____, 1998

Maurice E. Hendrix

Dated: _____, 1998

Robert W. Magee

Dated: _____, 1998

Dominic Mara

Dated: _____, 1998

Richard G. Peitz

Dated: _____, 1998

Robert D. Robertson

Dated: _____, 1998

James L. Wallick

Dated: _____, 1998

Stephen G. Webb

Dated: May 5, 1998

WINTHROP & WEINSTINE, P.A.

By: _____

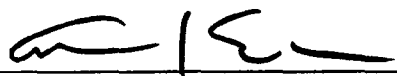

Stephen J. Snyder
Craig Brandt
Richard Black

EXHIBIT A
MUTUAL RELEASE

The parties intend that the Consent Decree and the Settlement Agreement which accompanies this Release serve as a resolution of all claims identified in both documents. The Consent Decree, Settlement Agreement, and this Mutual Release shall be construed consistently with that intention. Any terms defined in the Consent Decree shall have the same meaning in this Mutual Release.

A. Release of Eleven Individual Named Plaintiffs

In connection with the settlement of case nos. 4-96-1083 and 97-1540 filed in the United States District Court for the District of Minnesota (collectively referred to as "the lawsuit" for the purpose of this Release), which is documented in a Consent Decree on file with the Court, and a Settlement Agreement between Ronald L. Abremski, Thomas D. Brown, Raymond E. Clifford, James R. Foster, Maurice E. Hendrix, Robert W. Magee, Dominic Mara, Richard G. Peitz, Robert D. Robertson, James L. Wallick and Stephen G. Webb (collectively referred to as "the Plaintiffs" for the purpose of this Release) and Lennox Industries Inc. and Lennox International Inc., the Plaintiffs, for themselves, their heirs, administrators, executors, personal representatives, beneficiaries, assigns, attorneys and all others claiming rights through them or acting on their behalf hereby release and forever discharge, irrevocably and unconditionally, Lennox Industries Inc. and Lennox International Inc., including without limitation their servants, employees, officers, directors, stockholders, attorneys, insurers, divisions, affiliates, parents, subsidiaries, predecessors, successors and assigns (collectively referred to as "Lennox" for the purpose of this Release), from any and all actions, suits, claims, costs, damages, demands, obligations, attorneys' fees, debts, rights, or causes of action of whatever kind or nature, known

or unknown, accrued or unaccrued, asserted or unasserted, state or federal, in law or in equity which the Plaintiffs have or may have against Lennox as of the date this Release is executed by the Plaintiffs, arising out of the Plaintiffs' employment with and separation from Lennox Industries, including but not limited to all claims or potential claims of age discrimination and other types of discrimination, violation of the Age Discrimination in Employment Act, 29 U.S.C. §621, et. seq., violation of state statutes and regulations prohibiting age discrimination including without limitation Minn. Stat. § 363.01, et seq., violation of state or federal statutes or laws, breach of contract, retaliation, harassment, defamation, negligence, infliction of emotional distress, impairment of economic opportunity, fraud, misrepresentation or any other theory of liability; all claims or potential claims for damages, salary, wages, back pay, front pay, bonuses, commissions, insurance benefits, health benefits, retirement benefits, pension benefits, severance pay, mental anguish, pain and suffering, damage to reputation, liquidated damages, treble damages, punitive damages, other compensation and benefits, reinstatement, injunctive relief, pre- or post-judgment interest, attorneys' fees, costs and disbursements; and any and all claims and defenses asserted in or related to the lawsuit. Notwithstanding the foregoing, pensions or benefits lawfully due the Plaintiffs independent of the Consent Decree shall not be compromised or impaired by this Release.

The Plaintiffs covenant that they will not sue in court or file an administrative claim, complaint or charges of any nature against Lennox for a claim released in this Release, except for the purpose of seeking enforcement of the Consent Decree.

B. Release of Lennox

In connection with the settlement of case nos. 4-96-1083 and 97-1540 filed in the United States District Court for the District of Minnesota (collectively referred to as "the lawsuit" for the purpose of this Release), which is documented in a Consent Decree on file with the Court and a Settlement Agreement between Ronald L. Abremski, Thomas D. Brown, Raymond E. Clifford, James R. Foster, Maurice E. Hendrix, Robert W. Magee, Dominic Mara, Richard G. Peitz, Robert D. Robertson, James L. Wallick and Stephen G. Webb (collectively referred to as "the Plaintiffs" for the purpose of this Release) and Lennox Industries Inc. and Lennox International Inc., including without limitation their agents, servants, employees, officers, directors, stockholders, attorneys, insurers, divisions, affiliates, parents, subsidiaries, predecessors, successors and assigns (collectively referred to as "Lennox" for the purpose of this Release), Lennox hereby releases and forever discharges, irrevocably and unconditionally, the Plaintiffs, for themselves, their heirs, administrators, executors, personal representatives, beneficiaries, assigns, attorneys and all others claiming rights through them or acting on their behalf, from any and all actions, suits, claims, costs, damages, demands, obligations, attorneys' fees, debts, rights, or causes of action of whatever kind or nature, known or unknown, accrued or unaccrued, asserted or unasserted, state or federal, in law or in equity which Lennox has or may have against the Plaintiffs as of the date this Mutual Release is executed by Lennox, arising out of the Plaintiffs' employment with and separation from Lennox Industries, including but not limited to all claims or potential claims of violation of state or federal statutes or laws, breach of contract, misappropriation of trade secrets, negligence, fraud, misrepresentation or any other theory of liability; all claims or potential claims for damages, punitive damages, injunctive

relief, pre- or post-judgment interest, attorneys' fees, costs and disbursements; and any and all claims and defenses asserted in or related to the lawsuit.

Lennox covenants that it will not sue in court or file an administrative claim, complaint or charges of any nature against the Plaintiffs for a claim released in this Release, except for the purpose of seeking enforcement of the Consent Decree.

C. Release of EEOC

1. In connection with the settlement of case nos. 4-96-1083 and 97-1540 filed in the United States District Court for the District of Minnesota (collectively referred to as "the lawsuit" for the purpose of this Release), which is documented in a Consent Decree on file with the Court, and a Settlement Agreement between Ronald L. Abremski, Thomas D. Brown, Raymond E. Clifford, James R. Foster, Maurice E. Hendrix, Robert W. Magee, Dominic Mara, Richard G. Peitz, Robert D. Robertson, James L. Wallick and Stephen G. Webb (collectively referred to as "the Plaintiffs" for the purpose of this Release) and Lennox Industries Inc. and Lennox International Inc., the EEOC hereby releases and forever discharges, irrevocably and unconditionally (subject to Section X(B) of the Consent Decree), Lennox Industries Inc. and Lennox International Inc., including without limitation their agents, servants, employees, officers, directors, stockholders, attorneys, insurers, divisions, predecessors, successors and assigns (collectively referred to as "Lennox" for the purpose of this Release), from any and all actions, suits, claims, costs, damages, demands, obligations, attorneys' fees, debts, rights, or causes of action (collectively referred to as "claims") of whatever kind or nature, asserted or that could have been asserted, in law or in equity which the EEOC has or may have against Lennox as of the date this Release is executed by the EEOC for damages, salary, wages, back pay, front pay, bonuses, commissions, insurance benefits, health benefits, retirement benefits, pension benefits, severance pay, liquidated damages, other compensation and benefits, reinstatement,

injunctive relief, pre- or post-judgment interest, attorneys' fees, costs and disbursements, arising out of the claims alleged in the EEOC's Complaint in Case No. 97-1540.

2. Except as provided below, this Release fully and finally resolves all claims that have been raised or could have been raised against Lennox by the EEOC in its suit on behalf of the Plaintiffs, and other similarly-situated individuals over age 40 who were employed by the Defendants as District Sales Managers, including without limitation, all claims or potential claims for damages, salary, wages, backpay, front pay, bonuses, commissions, insurance benefits, health benefits, retirement benefits, severance pay, liquidated damages, other compensation and benefits, reinstatement, injunctive relief, pre- or post-judgment interest, attorneys' fees, costs and disbursements or any claim that Lennox failed to make or preserve records required by the EEOC as necessary to the EEOC's administration of the ADEA.

3. Except as set forth in Paragraph 5 below and for the period through the execution of this Consent Decree, the EEOC expressly agrees not to bring and not to intervene in any further claims or actions involving Lennox Industries district sales managers or Lennox Industries field sales force alleging claims of age discrimination for any bases asserted in Case Nos. 4-96-1083 or 97-1540, including without limitation claims for terminating, forcing the resignation of, demoting, failure to promote, harassing, or otherwise adversely affecting the employment of the 11 Plaintiffs, and other persons in the field sales force similarly situated, on the basis of their age. The EEOC further agrees not to bring an action alleging that for the period prior to the effective date of this Consent Decree, Lennox has violated Section 7(a) of the ADEA, 29 U.S.C. § 626(a), by failing to make and preserve records required by the EEOC as necessary to the EEOC's administration of the ADEA. Subject to paragraph F below, the EEOC further expressly agrees not to reconsider or reopen any charges alleging age

discrimination in the Lennox Industries field sales force, for charges that were closed as of February 27, 1998, based upon evidence obtained by the Plaintiffs and the EEOC in this litigation, Case Nos. 4-96-1083 or 97-1540.

4. The Consent Decree fully and finally resolves all defenses or claims asserted or which could have been asserted by Lennox against the Plaintiffs or the EEOC. Pensions or benefits lawfully due the Plaintiffs independent of this Consent Decree shall not be compromised or impaired by this Consent Decree.

5. This Consent Decree, the dismissals with prejudice and Releases which shall accompany its execution do not preclude, bar, adjudicate, or extinguish any ADEA claims or rights of any individual on whose behalf the EEOC did not bring suit, including specifically:

a. Claims arising after February 27, 1998. Any Lennox Industries employee holding a district sales manager or field sales force position as of February 27, 1998, who was discharged, forced to resign, demoted, harassed or adversely affected, or not hired for such position, for the period after February 27, 1998, the deadline for fact discovery in this lawsuit;

b. District sales manager claims other than termination, forced resignation, or demotion arising prior to February 27, 1998. Any Lennox Industries employee holding a district sales manager position, or applying for such a position, for the period prior to February 27, 1998, with respect to claims other than discharge, forced resignation, or demotion. Provided, however, that the EEOC shall not bring suit or intervene on behalf of any district sales manager, or applicant for such position, asserting age discrimination claims for the period preceding 300 days before the execution of the

Decree by the parties, or unless the claim addresses such matters arising more than 300 days from execution, and is asserted in a charge or lawsuit pending as of the date that this Decree is executed by the parties.

c. Field sales force claims not involving district sales managers. Any Lennox Industries employee who held a position in Lennox Industries field sales force, or who applied for such a position, other than the position of district sales manager. Provided, however, that the EEOC shall not bring suit or intervene on behalf of any such individual asserting age discrimination claims for the period preceding 300 days before the execution of the Decree by the parties, or unless the claim addresses such matters arising more than 300 days from execution, and is asserted in a charge or lawsuit pending as of the date that this Decree is executed by the parties.

d. Pending charges or suits. Any Lennox Industries employee who held a position in Lennox Industries field sales force -- other than the position of district sales manager relating to claims of discharge, forced resignation, or demotion -- covered by a charge or age discrimination or lawsuit alleging age discrimination against Lennox Industries, pending as of the date that this Consent Decree is executed by the parties.

Therefore, nothing in this Consent Decree, the dismissals with prejudice or Releases accompanying this Consent Decree shall preclude or bar the EEOC from seeking monetary or other relief on behalf of, or from commencing or intervening in any claims or actions involving individuals covered by Subparagraphs 5(a), (b), (c), or (d) above.

6. Nothing in this Consent Decree shall preclude or bar the EEOC from commencing, intervening in, investigating or seeking to remedy claims not resolved by this

Consent Decree or claims arising under statutes other than the Age Discrimination in Employment Act.

D. Release of Winthrop & Weinstine

In connection with the settlement of case nos. 4-96-1083 and 97-1540 filed in the United States District Court for the District of Minnesota, which is documented in a Consent Decree on file with the Court, Winthrop & Weinstine, P.A. hereby releases and forever discharges

Lennox Industries, Inc. and Lennox International, Inc., including without limitation their agents, servants, employees, officers, directors, stockholders, attorneys, insurers, divisions, affiliates, parents, subsidiaries, predecessors, successors and assigns (collectively referred to as "Lennox" for the purpose of this Release), in full settlement of any and all claims, rights, or entitlements against Lennox or against the settlement fund for services rendered as counsel for the class in the above-referenced action 4-96-1083.

This Mutual Release may be executed in counterparts, with all counterparts together constituting one and the same instrument.

Dated: _____, 1998

Ronald L. Abremski

Dated: _____, 1998

Thomas D. Brown

Dated: _____, 1998

Raymond E. Clifford

Dated: _____, 1998

James R. Foster

Dated: _____, 1998

Maurice E. Hendrix

Dated: _____, 1998

Robert W. Magee

Dated: _____, 1998

Dominic Mara

Dated: _____, 1998

Richard G. Peitz

Dated: _____, 1998

Robert D. Robertson

Dated: _____, 1998

James L. Wallick

Dated: _____, 1998

Stephen G. Webb

Dated: _____, 1998

U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

By: _____
Its: _____

Dated: _____, 1998

LENNOX INDUSTRIES INC.

By: Carl E. Edwards Jr.
Its: SECRETARY

Dated: _____, 1998

LENNOX INTERNATIONAL INC.

By: Carl E. Edwards Jr.
Its: EXECUTIVE VICE PRESIDENT

Dated: _____, 1998

WINTHROP & WEINSTINE, P.A.

By: _____
Its: _____

Dated: _____, 1998

Richard G. Peitz

Dated: _____, 1998

Robert D. Robertson

Dated: _____, 1998

James L. Wallick

Dated: _____, 1998

Stephen G. Webb

Dated: May 5, 1998

U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

By: _____
Its: _____

Richard G. Peitz
Regional Attorney

Dated: _____, 1998

LENNOX INDUSTRIES INC.

By: _____
Its: _____

Dated: _____, 1998

LENNOX INTERNATIONAL INC.

By: _____
Its: _____

Dated: _____, 1998

WINTHROP & WEINSTINE, P.A.

By: _____
Its: _____

Lennox Industries, Inc. and Lennox International, Inc., including without limitation their agents, servants, employees, officers, directors, stockholders, attorneys, insurers, divisions, affiliates, parents, subsidiaries, predecessors, successors and assigns (collectively referred to as "Lennox" for the purpose of this Release), in full settlement of any and all claims, rights, or entitlements against Lennox or against the settlement fund for services rendered as counsel for the class in the above-referenced action 4-96-1083.

This Mutual Release may be executed in counterparts, with all counterparts together constituting one and the same instrument.

Dated: May 1, 1998, 1998

Ronald L. Abremski
Ronald L. Abremski

Dated: _____, 1998

Thomas D. Brown

Dated: _____, 1998

Raymond E. Clifford

Dated: _____, 1998

James R. Foster

Dated: _____, 1998

Maurice E. Hendrix

Dated: _____, 1998

Robert W. Magee

Dated: _____, 1998

Dominic Mara

Lennox Industries, Inc. and Lennox International, Inc., including without limitation their agents, servants, employees, officers, directors, stockholders, attorneys, insurers, divisions, affiliates, parents, subsidiaries, predecessors, successors and assigns (collectively referred to as "Lennox" for the purpose of this Release), in full settlement of any and all claims, rights, or entitlements against Lennox or against the settlement fund for services rendered as counsel for the class in the above-referenced action 4-96-1083.

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Dated: _____, 1998

Ronald L. Abremski

Dated: May 1, 1998

Thomas D. Brown
Thomas D. Brown

Dated: _____, 1998

Raymond E. Clifford

Dated: _____, 1998

James R. Foster

Dated: _____, 1998

Maurice E. Hendrix

Dated: _____, 1998

Robert W. Magee

Dated: _____, 1998

Dominic Mara

Lennox Industries, Inc. and Lennox International, Inc., including without limitation their agents, servants, employees, officers, directors, stockholders, attorneys, insurers, divisions, affiliates, parents, subsidiaries, predecessors, successors and assigns (collectively referred to as "Lennox" for the purpose of this Release), in full settlement of any and all claims, rights, or entitlements against Lennox or against the settlement fund for services rendered as counsel for the class in the above-referenced action 4-96-1083.

This Mutual Release may be executed in counterparts, with all counterparts together constituting one and the same instrument.

Dated: _____, 1998

Ronald L. Abremski

Dated: _____, 1998

Thomas D. Brown

Dated: MAY 3, _____, 1998

Raymond E. Clifford
Raymond E. Clifford

Dated: _____, 1998

James R. Foster

Dated: _____, 1998

Maurice E. Hendrix

Dated: _____, 1998

Robert W. Magee

Dated: _____, 1998

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Ronald L. Abremski

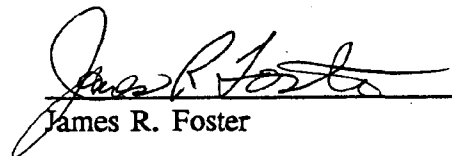
Dated: _____, 1998

Thomas D. Brown

Dated: _____, 1998

Raymond E. Clifford

Dated: May 1, _____, 1998



James R. Foster

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Maurice E. Hendrix

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 5/5

Robert W. Magee
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Dominic Mara
Dominic Mara

Dated: 5/1/98, 1998

Richard G. Peitz
Richard G. Peitz

Dated: _____, 1998

Robert D. Robertson

Dated: _____, 1998

James L. Wallick

Dated: _____, 1998

Stephen G. Webb

Dated: _____, 1998

U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

By: _____
Its: _____

Dated: _____, 1998

LENNOX INDUSTRIES INC.

By: _____
Its: _____

Dated: _____, 1998

LENNOX INTERNATIONAL INC.

By: _____
Its: _____

Dated: _____, 1998

WINTHROP & WEINSTINE, P.A.

By: _____
Its: _____

Dated: _____, 1998

Richard G. Peitz

Dated: May 1, 1998

Robert D. Robertson

Dated: _____, 1998

James L. Wallick

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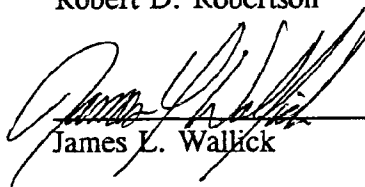
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By: _____

Its: _____

Dated: _____, 1998

LENNOX INTERNATIONAL INC.

By: _____

Its: _____

Dated: May 5, 1998

WINTHROP & WEINSTINE, P.A.

By: [Signature]

Its: Shareholder