

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
NORTHERN DIVISION

**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,**

Plaintiff,

 γ_1

SNS ADMINISTRATIVE SERVICES LLC,

Defendant.

C. A. NO. JFM 04CV3113

SETTLEMENT AGREEMENT

This action was instituted by Plaintiff, the U.S. Equal Employment Opportunity Commission (the “EEOC” or the “Commission”), against Defendant SNS Administrative Services LLC (“Defendant”), alleging that Defendant violated Section 4(a) of the ADEA, 29 U.S.C. § 623(a), by discharging Murray Ross, an older employee, because of his age.

The Commission and Defendant desire to resolve this action without the time and expense of continued litigation, and they desire to formulate a plan to be embodied in a Agreement which will promote and effectuate the purposes of the ADEA.

The Court has examined this Settlement Agreement and finds that it is reasonable and just and in accordance with the Federal Rules of Civil Procedure and the ADEA.

Scope of Agreement

1. This Agreement resolves all issues and claims in the Complaint filed by the Commission in this ADEA action which emanated from the Charge of Discrimination filed by Murray Ross.

2. This Agreement shall be in effect for a period of one year from the date it is entered by the Court. During that time, this Court shall retain jurisdiction over this matter and the parties for purposes of enforcing compliance with the Agreement, including issuing such orders as may be required to effectuate the purposes of the Agreement.

3. This Agreement shall not constitute an adjudication on the merits of the Commission's case and shall not be construed as an admission by Defendant of any discriminatory practice or as a waiver by the Commission of any contentions of discrimination.

Monetary Relief

4. Within ten business days of entry of this Agreement, Defendants shall pay to Murray Ross back wages in the total gross amount of \$15,000.00 less lawful deductions. The check will be sent directly to Mr. Ross, and a photocopy of the check and related correspondence will be mailed to the EEOC, Baltimore District Office, 10 S. Howard Street, 3rd Floor, Baltimore, Maryland 21201. Defendant will issue to Mr. Ross a United States Internal Revenue Services W-2 Form for the back pay amount paid.

Injunctive Relief

5. Defendant, its officers, agents, servants, employees, successors, assigns, and all persons acting or claiming to act on their behalf are hereby enjoined from discriminating against employees on the basis of age. Such discrimination violates the ADEA, which in part, is set forth below:

(a)(1) It shall be unlawful for an employer to fail or refuse to hire or to discharge any individual or otherwise discriminate against any

individual with respect to his compensation, terms, conditions,
privileges of employment, because of such individual's age ...

29 U.S.C. § 623(a)(1).

6. Within ten business days after entry of this Agreement, Defendant will post the Notice attached hereto (Attachment A) at its Rosedale, Owings Mills, and Glen Burnie stores in all places where notices to employees are customarily posted. The Notice shall be posted and maintained for the duration of the Agreement and shall be signed by the Defendant's president, with the date of actual posting shown thereon. Should the Notice become defaced, marred, or otherwise made unreadable, Defendant will ensure that new readable copies of the Notice are posted in the same manner as heretofore specified. Within thirty calendar days of entry of the Agreement, Defendant shall forward to the EEOC's Baltimore District Office, a copy of the signed Notice and written certification that the Notice referenced herein has been posted and a statement of the locations and dates of posting.

7. Defendant agrees to provide EEO training to its Managers and all persons who have authority to hire and fire employees in its Rosedale, Owings Mills, and Glen Burnie stores. Defendant agrees to provide a clear statement of what actions and behavior are prohibited by law and by Defendant, and a description of the avenues available to employees to raise EEO complaints, concerns, or questions to the federal government. This training will take place within sixty days of approval of this Agreement. All current Defendant Managers and other employees with authority to hire and fire Defendant employees at the locations specified in this paragraph shall be required to attend this

training, which may be conducted by Defendant's Human Resources representative and/or its attorneys and/or outside consultants. Defendant shall provide the names of the individuals conducting the training.

8. Upon request from either Murray Ross or a third party made in writing to Ms. Cheryl L. Galtney, CPA, Hardman, Guess, Frost & Cummings, P.C., Southpoint Executive Centre, 2120 16th Avenue South , Suite 300, Birmingham, Alabama 35205, Defendant shall give a neutral recommendation to, or with respect to Mr. Ross, which recommendation shall identify only his dates of employment and his job description and duties.

9. The Commission and Defendant shall bear their own costs and attorneys' fees.

10. The undersigned counsel of record in the above-captioned action hereby consent, on behalf of their respective clients, to the entry of the foregoing Agreement.

Date:

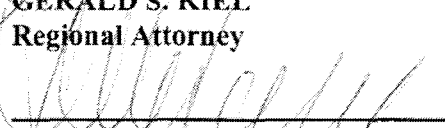
Respectfully submitted,

FOR DEFENDANT:

FOR PLAINTIFF:


DOUGLAS TOPOLSKI, ESQ.
McGuire Woods, LLP
Seven St. Paul Street, Suite 1000
Baltimore, Maryland 21202
(410) 659-4400


GERALD S. KIEL
Regional Attorney


DEBRA M. LAWRENCE
Supervisory Trial Attorney


REGINA ANDREW
Trial Attorney

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

FILED
U.S. DISTRICT COURT
DISTRICT OF MARYLAND

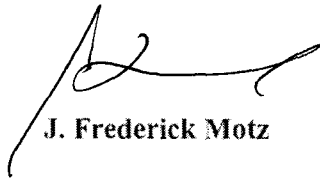
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Baltimore District Office
10 S. Howard, 3rd Floor
Baltimore, Maryland 21201
(410) 962-4220

540303

APPROVED AND SO ORDERED.

Signed and entered this 7 day of March, 2005.



J. Frederick Motz

United States District Court Judge



EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

This Notice is being posted as part of an agreement between the Equal Employment Opportunity Commission (EEOC), and SNS Administrative Services LLC.

Under Section 4(a) of the Age Discrimination in Employment Act of 1967, as amended (ADEA), it is unlawful for an employer to "discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's age." 29 U.S.C. § 623(a).

Under Section 4(d) of the ADEA it is unlawful for an employer "to discriminate against any of his employees or applicants for employment. . . because such individual . . . has opposed any practice made unlawful by this section." 29 U.S.C. § 623(d).

Therefore, in accordance with the applicable law:

SNS ADMINISTRATIVE SERVICES LLC WILL NOT engage in any acts or practices made unlawful by the above sections.

SNS ADMINISTRATIVE SERVICES LLC WILL NOT retaliate against employees for complaining about discrimination.

If you have a complaint of employment discrimination or questions regarding laws prohibiting employment discrimination, you may seek assistance from the EEOC. Office locations and general information may be obtained on the Internet at www.eeoc.gov or by calling 1-800-669-4000 (TDD 1-800-669-6820).

(Name) President
SNS Administrative Services LLC

Date Posted: