

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
EASTERN DIVISION**

FILED 12/23/02 *lu*
02 DEC 23 PM 2:05

ROBERT A. DI TROLIO
CLERK, U.S. DIST. CT.
W. D. OF TN JACKSON

**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,**

Plaintiff,

v.

GENERAL ELECTRIC COMPANY,

Defendant.

**Civil Action No. 1:01-1137
Judge Todd**

SETTLEMENT AGREEMENT

In this lawsuit, which was filed April 26, 2001, the Equal Employment Opportunity Commission (EEOC) claims that General Electric Company (GE), violated Section 102(a) of Title I of the Americans with Disabilities Act of 1990 (the ADA), 42 U.S.C. §12112(a) by discriminating against Oscar S. Graham, a qualified individual with a disability, by refusing to allow him to return to work in his job as a general factory operator/welder after a medical leave of absence, and subsequently terminating his employment, because of his disability, severe chronic pain and neurological damage, and because of the mitigating measures required to treat his disability, i.e., narcotic drugs dispensed by a surgically implanted pump. GE has answered denying Mr. Graham was disabled and denying any wrongdoing. It is GE's contention that application of qualification standards that may have screened out Mr. Graham were job-related and consistent with business necessity.

EEOC and GE have agreed to this settlement agreement to settle all of the claims involved in this lawsuit.

This document entered on the docket sheet in compliance
with Rule 58 and/or 79 (a) FRCP on 12-23-02

The Court has reviewed the terms of this agreement in light of the applicable laws and regulations, and hereby approves this agreement. **THEREFORE**, it is hereby **ORDERED**:

I. JURISDICTION

The United States District Court for the Western District of Tennessee, Eastern Division, has jurisdiction over the parties and subject matter of this lawsuit. This lawsuit will be dismissed with prejudice upon entry of this agreement, and the Court will retain jurisdiction over this agreement for purposes of enforcement and dispute resolution.

II. DISCLAIMER

Neither the negotiation of or the agreement to this agreement is an admission or acknowledgment by GE that any of its employees, officers, directors, or agents have violated the ADA.

III. AGREEMENT NOT TO DISCRIMINATE

GE and its supervisors, managers, officers, directors, agents, and successors will not discriminate against individuals with disabilities because of their disabilities at GE's facility in Selmer, Tennessee .

IV. DURATION OF AGREEMENT

This agreement will be binding on EEOC and GE for 18 months after the date of its entry by the Court.

V. INDIVIDUAL REMEDIES

GE will pay Oscar S. Graham \$25,000.00, less normal withholding for Income tax and FICA (Social Security and Medicare) tax, within 21 days after receiving a copy of this agreement. GE will mail a check for the payment to Mr. Graham at 334 Case Lane,

Adamsville, TN 38310. At the same time, a copy of the check and a copy of any documents accompanying the check will be mailed to:

Carson L. Owen, Senior Trial Attorney
Equal Employment Opportunity Commission
1407 Union Ave., Suite 621
Memphis, TN 38104.

VI. REPORTING

GE will submit a report to EEOC, at the address indicated above, six months after the entry of this agreement, and every six months thereafter throughout the duration of this agreement. Each report will include a number identifying each employee who requested return to employment after a medical leave at GE's Selmer, Tennessee facility, will describe the employee's condition, what GE did, whether or not the employee was returned to employment, and if the employee was not returned to employment will describe in detail why the employee was not allowed to return to employment.

VII. ENFORCEMENT

If at any time during the duration of this agreement it is alleged that a violation of its terms has occurred, or a dispute arises over its interpretation, EEOC may seek by motion to enforce compliance with its terms. EEOC may, within three months after the expiration of this agreement, file such a motion alleging that a violation of the terms of the agreement occurred during its duration.

Before moving the Court to enforce this agreement or resolve any dispute over its enforcement, EEOC will notify GE in writing, stating the nature of its concerns, and will attempt in good faith to informally resolve those concerns. GE will be allowed twenty days to respond to EEOC's concerns.

If the response to EEOC's concerns fails to satisfy those concerns, EEOC, upon reasonable advance written notice, will have the right to examine and copy records and documents relevant to the enforcement of this agreement, and to interview GE's employees, in order to determine whether the terms of this agreement have been violated. GE will have the right to have its attorney present during any interviews with its management employees.

VIII. ATTORNEY'S FEES AND COSTS

EEOC and GE will each bear their own attorney's fees and costs incurred in this action.

SO ORDERED this 23rd day of December, 2002.



JAMES D. TODD
UNITED STATES DISTRICT JUDGE

(Concluded on next page.)

Consented to on behalf of the respective parties:

FOR PLAINTIFF:

NICHOLAS M. INZEO
Acting Deputy General Counsel

GWENDOLYN YOUNG REAMS
Associate General Counsel

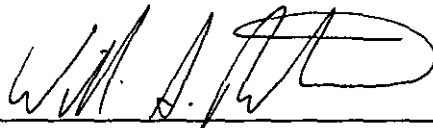

KATHARINE W. KORES
Regional Attorney


TERRY BECK
Supervisory Trial Attorney


CARSON L. OWEN
Senior Trial Attorney

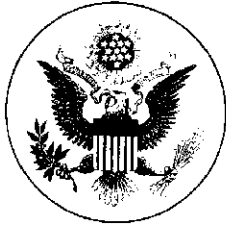
**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION**
1407 Union Avenue, Suite 621
Memphis, Tennessee 38104
Telephone Number: (901) 544-0133

FOR DEFENDANT:


WILLIAM S. RUTCHOW

**OGLETREE DEAKINS NASH SMOAK
& STEWART**
Sun Trust Center
424 Church St., Ste. 800
Nashville, TN 37219
Telephone Number: (615) 254-1900

ATTORNEYS FOR DEFENDANT



Notice of Distribution

This notice confirms a copy of the document docketed as number 59 in case 1:01-CV-01137 was distributed by fax, mail, or direct printing on December 23, 2002 to the parties listed.

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Honorable James Todd
US DISTRICT COURT