

MH

STATE OF INDIANA
CIVIL RIGHTS COMMISSION

DOCKET NO. EMha07120629
EEOC NO. 24FA800117

MARIA J. KUBIAK,
Complainant,

FILE DATED

AUG 28 2009

v.

Indiana State Civil Rights Commission

WALGREEN CO.,
Respondent.

NEGOTIATED SETTLEMENT AGREEMENT

This Agreement between Complainant, Maria J. Kubiak (hereinafter called "Complainant") and Respondent, Walgreen Co. (hereinafter called "Respondent"), is hereby entered into in full settlement of the complaint filed by Complainant with the Indiana Civil Rights Commission (hereinafter called "the Commission") as Docket No. EMha07120629, and charge filed with the U.S. Equal Employment Opportunity Commission (hereinafter called "EEOC") as Charge No. 24FA800117, charging Respondent with unlawful discrimination on the basis of disability in employment.

The parties agree to and do settle the above matter as follows:

1. Complainant and Respondent shall forego their right to a Public Hearing before the Commission and trial in the United States Federal Court system on the issues raised by Complainant's above-referenced complaint and charge. The parties agree to waive their right to a formal determination by the Commission on matters which were or might have been alleged as charges settled by this Agreement.
2. Complainant hereby releases and forever discharges Respondent from any and all claims, complaints, causes of action, grievances, damages, obligations, debts, promises, losses, demands, agreements, expenses, fees, attorneys' fees, interest, costs,

wages, bonuses, benefits, pensions, back pay, short-term or long-term disability, actual damages, compensatory damages, severance pay, mental anguish, pain, embarrassment, humiliation, emotional distress, exemplary and/or punitive damages, statutory penalties, and/or any other liabilities of any nature whatsoever which have or could have arisen out of Complainant's employment with Respondent, up to and including the date of this Agreement, whether presently asserted or otherwise, known or unknown, anticipated or unanticipated, except as specifically provided herein.

Furthermore, Complainant covenants and agrees not to institute against Respondent any suit, charge, complaint, proceeding or action at law, in equity or otherwise in any court of the United States or any state, county or municipality thereof, or before any other public or private agency or tribunal, or to pursue any other kind of relief, arising from any matter that was raised or could have been raised in the complaint filed by Complainant with the Indiana Civil Right Commission or the charge filed by Complainant with the EEOC, or arising out of, pertaining to or otherwise resulting from Complainant's employment with Respondent, up to and including the date of this Agreement, including any right to recover any relief as a result of any such proceeding or any proceeding brought on her behalf, except as specifically provided herein.

Specifically excepted and excluded from the waiver, release and covenant not to sue set forth in the preceding paragraphs is Complainant's pending claim for workers' compensation benefits against Respondent, Case No. C-189283.

3. Complainant and Respondent agree that the Commission may review compliance with this Agreement.

4. The parties acknowledge that execution of this Agreement does not constitute any admission on the part of Respondent it has violated any law or committed any wrongful acts, nor does it constitute any less belief in the correctness of the Complaint filed by Complainant. Such execution only represents the parties' desire to settle and conciliate this matter without the necessity and burdens of a Public Hearing.

5. Respondent agrees that there will be no discrimination or retaliation of any kind against Complainant because of the filing of this complaint with the Commission and charge with the EEOC.

6. Respondent agrees to pay Complainant and to deliver to the Commission, as escrow agent, a payroll check in the amount of \$8,500.00, payable to Complainant only, such amount representing full settlement of any and all damages at issue in relation to the above-referenced complaint and charge. Respondent will provide Complainant with a W-9 Form for that purpose. Respondent agrees to submit said check on or before July 22, 2009.

Complainant agrees and covenants to pay any and all taxes that may become due and owing from her as a result of the payments made to her by Respondent described in this Paragraph. Complainant hereby acknowledges that she has not relied on any statements or representations by Respondent or its attorneys with respect to the tax treatment of the payments describes in this Paragraph and that she is responsible for all tax payments required under the law. Complainant further agrees that in the event any taxing body determines that amounts should have been withheld from the payments provided in this Paragraph, Complainant acknowledges and assumes all responsibility for

the payment of all such taxes and agrees to indemnify and hold harmless Respondent for the payment of any such taxes, the failure to withhold and any interest or penalties.

7. Respondent agrees that, in the event of any reference requests or any inquiries by any third party, Respondent shall provide only the dates of Complainant's employment, her position, and her salary at the time of her separation. Respondent further agrees to provide Complainant with a neutral letter of reference setting forth this information, the terms of which are attached and incorporated herein as Exhibit A.

8. Respondent represents that it is and shall be its continuing policy to actively recruit, hire, and promote qualified employees without regard to the race, color, sex, disability, religion, ancestry or national origin of the individual. This policy of equal opportunity and non-discrimination shall encompass all aspects of the employer-employee relationship including hiring, job assignments, upgrading, promotion, transfer, selection for training, rates of pay and all other employment benefits.

9. Respondent has, and/or shall post and maintain, on those bulletin boards normally used to disseminate employee information, a bold print statement on non-discrimination and equal employment opportunity.

10. Respondent agrees to include an equal employment opportunity and non-discrimination policy statement within all of its training materials---whether in electronic or paper form---and distributed to its new and current employees.

11. Complainant agrees to withdraw her Complaint against Respondent pending before the Commission, and any other complaint, charge, grievance, or action of law regarding the issues herein resolved, which she may have filed under Title VII of the Civil Rights Act of 1964, as amended, or filed with the EEOC.. Complainant agrees that

this Agreement, when fully executed, shall constitute her request and motion for withdrawal of any such complaint, charge, grievance, or action to any such tribunal or agency.

COMPLAINANT:

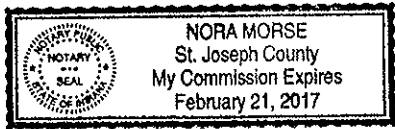
Maria J. Kubiak
Signature of Complainant

MARIA J. KUBIAK
Type or print name of Complainant

STATE OF IN)

COUNTY OF ST JOS) SS:

Before me, a Notary Public, in and for said County and State, personally appeared _____
MARIA J. KUBIAK and acknowledged the execution of the foregoing Consent
Agreement, this 19 day of JUNE, 2009.



Nora L Morse
Signature of Notary Public

NORA MORSE
Type or print name of Notary Public

County of Residence:

St Joseph

My Commission Expires:

2-21-17

RESPONDENT:

By: [Signature]

For: Walgreen Co.

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Dan. & Metz, the Attorney of Walgreen Co. and acknowledged the execution of the foregoing Consent Agreement, this 19th day of June, 2009.

[Signature]
Signature of Notary Public

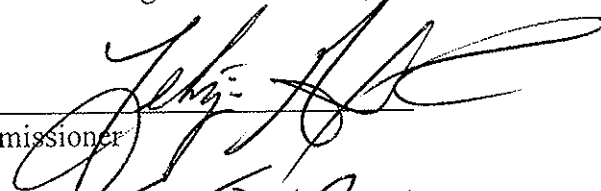
SABRINA CARLE-MARTINEZ
Type or print name of Notary Public

County of Residence:
COOK


My Commission Expires:
7/12/2010



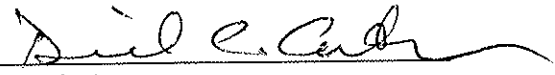
The foregoing Consent Agreement has been signed and entered as record before the Indiana Civil Rights Commission, this 28th day of August, 2009.



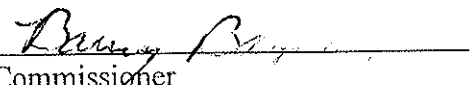
Commissioner



Commissioner



Commissioner



Commissioner

To be served upon the following parties and attorneys:

Maria J. Kubiak
412 Rosewood Drive
Apartment #4
Mishawaka, IN 46544

Walgreen Drug Store Co.
By: David E. Metz
102 Wilmot Road
MS #1259
Deerfield, IL 60015

Walgreen Drug Store Co.
15005 State Road 23
Granger, IN 46530

Michael C. Healy
Staff Counsel
Indiana Civil Rights Commission
100 N. Senate Avenue, Room N103
Indianapolis, IN 46204

June 16, 2009

To Whom It May Concern:

This is to confirm that Maria Kubiak was employed with Walgreen Co. from January 2003 through December 2007. During her employment, Ms. Kubiak held the positions of Service Clerk and Associate Beauty Advisor. In her most recent position as an Associate Beauty Advisor, Ms. Kubiak was paid an hourly salary of \$7.83.

Sincerely,

David E. Metz
Employee Relations Department
Walgreen Co.

EXHIBIT A