

**STATE OF INDIANA
CIVIL RIGHTS COMMISSION**

**DOCKET NO. EMha10070291
EEOC NO. 24F10-00308**

MICHELLE VAN WINKLE

Complainant,

v.

**JIM & LOIS DUDAS d/b/a
FLOWERS BY CARLA;**

Respondent.

FILE DATED

APR 20 2012

INDIANA CIVIL RIGHTS COMMISSION

CONSENT AGREEMENT

This Agreement between Michelle Van Winkle, hereinafter called Complainant, and Jim & Lois Dudas d/b/a Flowers by Carla, hereinafter called Respondent, is entered into in full conciliation and settlement of the complaint filed by Complainant with the Indiana Civil Rights Commission as Docket No. EMha10070291 and charge filed with the U.S. Equal Employment Opportunity Commission as Charge No. 24F10-00308 charging Respondent with unlawful discrimination on the basis of disability in employment.

The parties hereby agree to and do settle the above matters in the following extent and manner:

1. Complainant and Respondent shall forego their right to a public hearing before the Indiana Civil Rights Commission and trial in any court, including but not limited to, the United States Federal Court system on the

issues raised by Complainant's above-referenced complaint. Both 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. Notwithstanding this agreement, neither the Indiana Civil Rights Commission nor the Equal Employment Opportunity Commission waives its right to process any other charges which may ever be filed against Respondent, whether by this Complainant or other third parties; provided, they may not be associated in any way with the allegations contained in the claim filed by Complainant, and the parties are not aware of any such potential charges or claims at this time.

2. Complainant hereby waives any and all claims to remedies except as herein provided and covenants not to sue Respondent with respect to the matters, actions, or circumstances which gave rise to the above-referenced complaint and charge, subject to performance by the Respondent of the promises and representations contained herein. Upon compliance by Respondent of the terms contained herein. Complainant hereby agrees to forever RELEASE AND DISCHARGE Respondent, their heirs, successors, agents and assigns, from any and all claims associated in any way with the pending charge and complaint. The Commission shall determine whether Respondent has complied with the terms of this Agreement.

3. Respondent agrees that the Indiana Civil Rights 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 that it has violated any law or committed any wrongful act, nor does it constitute any less belief in the correctness of the complaint by Complainant. Such execution only represents the parties' desire to settle and conciliate this matter without the necessity and burdens of a public hearing. Respondent, Jim and Lois Dudas d/b/a Flowers by Carla, in fact do continue to deny liability in this action.

5. Respondent agrees to pay Complainant Seven Thousand Five Hundred Dollars (\$7,500.00) such amount representing full settlement of any and all damages at issue in relation to the above-referenced complaint and charge. Respondent is to mail this payment, together with the appropriate Form 1099, if applicable, to Complainant no later than the 10th day after the date on which the Commissioners approve this Consent Agreement addressed as follows:

Michelle Van Winkle
P.O. Box 983
Connersville, IN 47331

At the same time and to the same address Respondent also agrees to mail a signed letter of reference, a true unsigned copy of which is attached

6. Respondent agrees that, in the event of any reference requests or inquiries by any third party, Respondent shall not include in any reply, written or verbal, any reference to Michelle Van Winkle's allegations or Complaint items or any general adverse references or evaluations of Complainant, but only confirm the Complainant's employment by the Respondent together with the beginning and ending dates thereof together with the information expressed in

the attached letter. Respondent further agrees to designate an appropriate person for purposes of a reference check. Respondent designates Lois Dudas as Respondent's official to provide reference information to third parties.

7. Respondent agrees to report, in writing, to the Indiana Civil Rights Commission when the undertakings outlined in the above paragraphs of this Agreement have been accomplished. The report will describe the manner in which the undertakings were carried out and include copies of documents required by this Agreement and disbursed to Complainant. This report shall be submitted not later than thirty (30) days from the approval of this Agreement by the Commissioners.

11. Complainant agrees to withdraw her complaint against Respondent pending before the Indiana Civil Rights Commission as well as the corresponding EEOC case and any complaint, grievance or action of law regarding the issues herein resolved which she may have filed with any other tribunal having jurisdiction. Complainant agrees that this Agreement, when fully executed, shall constitute the requests and motions to withdraw covered by this paragraph.

IN WITNESS WHEREOF, the parties execute this Consent Agreement as of the date of signing as shown below.

MICHELLE VAN WINKLE:

Michelle Van Winkle
Signature of Complainant

MICHELLE VAN WINKLE
Type or print name of Complainant

STATE OF INDIANA)
COUNTY OF WAYNE)

Before me, a Notary Public in and for said County and State, personally appeared Michelle Van Winkle _____ and acknowledged the execution of the foregoing Consent Agreement this 29th day of March, 2012.

Wayne
County of Residence

Sarah E. Peacock
Signature of Notary Public

Sarah E. Peacock
Type or print name of Notary

My Commission Expires: 12-21-15

JIM & LOIS DUDAS D/B/A FLOWERS BY CARLA, an informal Indiana Partnership

By: *Jim Dudas*
Jim Dudas

By: *Lois Dudas*
Lois Dudas

STATE OF Indiana _____)
COUNTY OF Wayne _____)

Before me, a Notary Public in and for said County and State, personally appeared Jim Dudas and Lois Dudas, d/b/a Flowers by Carla _____ and acknowledged the execution of the foregoing Consent Agreement this 11 day of April, 2012.

Wayne
County of Residence

Robert L. Brown
Signature of Notary Public

Robert L Brown
Type or print name of Notary

My Commission Expires: Jan 1, 2016

The foregoing Consent Agreement has been signed and entered as record
before the Indiana Civil Rights Commission this 20th day of
April 2012.


COMMISSIONER


COMMISSIONER


COMMISSIONER


COMMISSIONER

To be served either personally or by first class mail, return receipt requested on
the following parties and attorneys:

Michelle Van Winkle
P.O. Box 983
Connersville, IN 47331

Flowers by Carla
c/o Jim & Lois Dudas, Proprietors
4016 National Road West
Richmond, IN 47374

Robert L. Bever, Esq.
BOSTON BEVER KLINGE
CROSS & CHIDESTER
27 N. 8th Street
Richmond, IN 47374