

STATE OF INDIANA
CIVIL RIGHTS COMMISSION

FILE DATED

JUL 22 2011

Indiana State Civil Rights Commission

LEE SWAIN,

Complainant,

v.

MASTER PAK, INC.,

Respondent.

DOCKET NO. EMra10070337
EEOC NO. 24FA10-00338

CONSENT AGREEMENT

This Agreement between Lee Swain, hereinafter called Complainant, and Master Pak, Inc., 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. EMra10070337 and charge filed with the U.S. Equal Employment Opportunity Commission as Charge No. 24FA10-00338 charging Respondent with unlawful discrimination on the basis of retaliation 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 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. Furthermore, neither the Indiana Civil Rights Commission nor the Equal Employment Opportunity Commission waives its right to process any other charges filed against Respondent.

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. 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. Master Pakhas an does continue to deny liability in this action.

5. Respondent agrees to pay Complainant Three Thousand Dollars (\$3,000.00) less withholding taxes if Respondent elects to withhold, 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:

Lee Swain
1166 Burdsall Parkway
Indianapolis, IN 46208

7. Respondent represents that it will adopt a workplace harassment policy acceptable to the Deputy Director of the Civil Rights Commission within 30 days of the Commission's approval of this agreement.

8. 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 Lee Swain'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. Respondent further agrees to designate his official for purposes of a reference check. Respondent designates

Micah Davis

Vice President

8250 Zionsville Road, Indianapolis, IN 46268-1627

Phone (317) 334-0645

as Respondent's official to provide reference information to third parties. Master - Pak will provide a hand written letter from Micah Davis as a positive letter of reference for Lee Swain's future employment endeavors.

9. Within ~~thirty~~ (60)¹³ days of the Commission approval of this consent agreement, Respondent agrees to provide workplace harassment training, acceptable to the Deputy Director of the Indiana Civil Rights Commission to its President, Micah Davis.

10. 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 one hundred sixty (60) days from the approval of this Agreement by the Commissioners.

11. Complainant agrees to withdraw his 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 his request and motion for withdrawal of any such complaint, grievance or action to any such tribunal or agency.

LEE SWAIN:

Lee Swain
Signature of Complainant

LEE SWAIN
Type or print name of Complainant

STATE OF Indiana)
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared LEE SWAIN and acknowledged the execution of the foregoing Consent Agreement this 13th day of July, 2011.

Bradford E. Shockney
Signature of Notary Public

Marion
County of Residence

BRADFORD E. SHOCKNEY
Type or print name of Notary

My Commission Expires: 10-24-2016



BRADFORD E. SHOCKNEY
Resident of Marion County
Commission Expires 10/24/2016
Commission No. 596753

MASTER PAK, INC

By: [Signature]
For: VICE PRESIDENT MASTER-TAX

STATE OF _____)
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing Consent Agreement this 15th day of July, 2011.

[Signature]
Signature of Notary Public


County of Residence

Sarah J. Henry
Type or print name of Notary

My Commission Expires: _____



The foregoing Consent Agreement has been signed and entered as record
before the Indiana Civil Rights Commission this 22nd day of
July 2011.


COMMISSIONER


COMMISSIONER

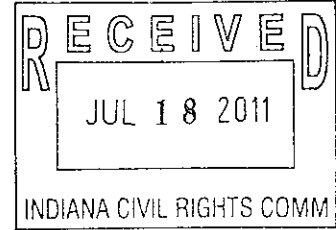

COMMISSIONER


COMMISSIONER

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

DATE: June 2, 2011

STATE OF INDIANA
CIVIL RIGHTS COMMISSION



LEE SWAIN,

Complainant,

v.

DOCKET NO. EMra10070337
EEOC NO. 24FA10-00338

MASTER PAK, INC.,

Respondent.

Confidentiality Agreement

NOW, THEREFORE, in consideration of the mutual promises and covenants and the releases contained in the Consent Agreement (hereafter "CA") which Lee Swain and Master Pak, Inc. have executed in connection with the settlement of the said complaint assigned ICRC complaint number EMra10070337, and corresponding assigned EEOC case number 24FA10-00338, Lee Swain and Master Pak, Inc. agree as follows:

1. The terms of said CA, including any amount of monetary payment, shall not be disclosed by either litigant to:
 - a. The media,
 - b. The general public, and
 - c. Any current, future, or past employee of Respondent.
2. The agreed upon penalty for intentional or careless violation of the above term is \$3,000.00 towards the prevailing, non-breaching party.

By affixing a signature below each party agrees they have read and understood the above terms of the confidentiality agreement.

LEE SWAIN:

Lee Swain
Signature of Complainant

Lee Swain
Type or print name of Complainant

7-13-11
Date

MASTER PAK, INC.:

By: [Signature]
ON BEHALF OF MASTER PAK
For: VICE PRESIDENT

7-14-11
Date