

ORIGINAL

2

IN THE SUPREME COURT OF OHIO

17-1284

KOUTH-NAKHARATH

Relator,

VS,

Bounpone-BP. Vathanonh

Jeffy. Blanton, T. Marzette

Respondent

COMPLAINT IN MANDAMUS

COMPLAINT

RELATOR:

KOUTH-NAKHARATH

5298-HICKORY WAY

LEWIS CENTER, OH 43035

RESPONDENT:

Bounpone-BP. VATHANONH

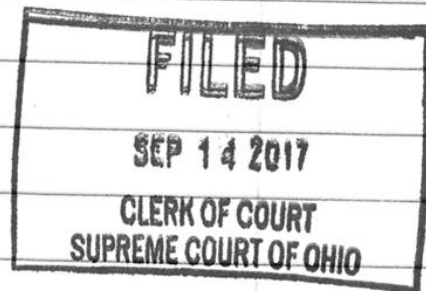
3399-SEABROOK AVE

COLUMBUS, OH 43227

JEFFY. BLANTON, T. MARZETTE

3838-INDIANOLA AVE

COLUMBUS, OH 43214



IN THE SUPREME COURT OF OHIO

Motion of explaine about case of work
 place discrimination sir. in the month
 of 04-2010 or 05-2010 I am Kouth-Nakharath
 running around to get some help sir. I
 running to Laas Tempel, T. Marzette, Jeffy ~~Blade~~
 give them all information about what it
 going on what my Divorce case No. 2009-04-1137
 after I sign my divorce paper sir. Because
 my lawyer told my exhusband do some thing
 wrong in my divorce, and my lawyer will take
 my exhusband to the court, and my exhusband
 lawyer will pay money about \$350000, and I
 don't understand, and I running tell them
 that wow my exhusband he adulty and abandons
 family, and how I am going to get that
 lucky to get that money sir. After that
 I want to decree in my divorce, and
 Re open my divorce case No. 2009-04-1137
 no lawyer want open for me sir. Same to
 me they take my exhusband side sir, after
 that I been rat up I been farne after I
 sign my divorce paper my house been Foster
 black mail sir, I been home last what my childent
 the first I don't understand they told me
 it is a game sir if it game I could stay

In my house till the game done sir
but it is not the game they're together
plan to black mail me sir. They're make
me feel they take advance of my poor
women, poor English, poor Education sir, and
they tak my Freedom always from me sir.
And I asked some people work what myself
they told me they try to helping T. Marzette
make money off from my case and Jeffy
told me he helped my exhusband get
the house. I always told lawyer
that I don't no how to read and write
that good but I understand well sir. I
always lest them read for me ~~and~~
explaine me before I sign any paper sir.
Even I go to civil right commisson I told
them that I don't no how to read and
write that good you have to read and
explain to me they ok but they read
to me I hear I understand I sign
but letter they ~~sent~~ my house I look
at dictionary it is deffent from they
explaine to me sir. I response before
30 day they not do any thing about it
I told lawyer they don't do any thing
about it I believe they plame to do
to me sir, all about big money that

They want all about Free house that
 They want all about hate all about
 jealous sir. I am EVom membership
 what legal shield they cancel my member-
 ship sir. And I believe it is wrong to do
 this to people sir, they tell the true
 take. Every thing that they earn away
 from them when they lie put them in
 jail. Sir I want my right back sir, I want my
 respect fully back sir. whatever I earn please
 give all back to me sir, and I hope person been
 lie about me the don't have chain open
 they to say even one word sir, I hope
 don't think I am mean sir if some one
 where my shoe that person will understand
 how I feel sir. My work should't
 never involve what this happened to me sir.
 I hope law understand no body perfect
 in the world and I believe I am not
 perfect myself either sir, and I would
 like to lest the law know I am
 not afraid of the true sir. If need any
 question please feel free to ask sir, I hope
 I have a court day for this sir.

Respectfully

Kouth-Nakharath



09-14-17

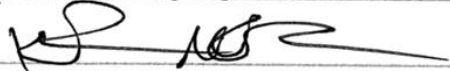
IN THE SUPREME COURT OF OHIO

Motion for work place discrimination sir.
I Kouth. NakharaTh write this letter to
lest the Law know that afther every
thing done I not want to work at
T. Marzette no more sir. I would
like company pay me in lifetime
pay sir, just pay every week income
same what they pay me now and
have every thing I have in my pay
check every week sir.

Respectfully

09-14-17

Kouth. NakharaTh



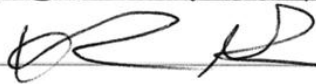
IN THE SUPREM COURT OF OHIO

Motion For work place discrimination sir,
 I Kouth-Nakharath write this letter to lest
 the law know that if laos communiton
 involve uslit the right please not lest that
 happend agian, and please sir. And I hope
 every thing invotve what laos people or ~~asian~~
 people please lest me know sir, because
 I don't want any once get in to
 porblem same what I has have since
 year 2010 and no once care about
 it, and most my people they're don't
 have respect for me at all sir. I had
 the respect that I use to have to back
 sir. Every once would know that I am
 just human and been same EVERY once
 have a heart and the feeling I am
 not ded yet ~~sir~~. If I ask too much please
 lest me know sir.

RespectFull

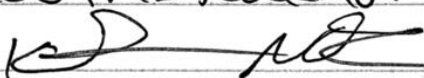
09-14-17

Kouth-Nakharath



IN THE SUPREME COURT OF OHIO

MOTION for work place discrimination Mr. Koth-Nakharath write this letter to let the law know about my house sir. If mortgage company involve what all this happened to myself and my childent, I would like mortgage company pervice the best value that my childent need for the house for them whit out pay one peny sir. And please understand sir, I am not try to accusing any one sir because I feel most of them dome wrong sir. And I feel they are belive they'r perfect sir. If I get my house back I not want to move back in that neighborhood sir. They go buill the way I want and any state I want too sir. And whit out pay one peny sir, if I am ~~any~~ any thing it wrong or do any thing it wrong or do some thing agian to the law please diret me to the right way of the law sir.

Respectfully
Koth-Nakharath


09-14-17

418-310-02-010-000

Transfer History

Date	Sale Amount	To	Transfer Type	Conveyance	Deed	#
07/23/2014	\$267,000	GLASSBURN JOEL M & ALLISON R	Change Owner	2571		1
07/06/2011	\$227,090	BROWN ANDREW W & KELLI A	Change Owner	1648		1
10/11/2010	\$142,100	FRITSCHE CORPORATION, THE	Change Owner	2948		1
12/15/2005	\$0	VATHANANONH BOUNPONE B & NAKHARATH KOUTH	Change Owner		2673	1
12/30/2003	\$248,875	VATHANANONH BOUNPONE B	Change Owner	6866		1
03/20/2000	\$0	MARONDA HOMES INC	Change Owner	0	9999	33

Kouth had no knowledge of sale
and received no proceeds.

71-11-00

IN THE SUPREME COURT OF OHIO



RECEIPT

DATE 1/15/09 No. 376342

FROM Kouth Nakharath

two hundred fifty DOLLARS

FOR RENT
 FOR quit claim deed preparation

ACCT.	<u>250</u>	<input checked="" type="radio"/> CASH	FROM _____ TO _____
PAID	<u>250</u>	<input type="radio"/> CHECK	
DUE	<u>0</u>	<input type="radio"/> MONEY ORDER	BY <u>MS</u>

1152

This my house that been blackmial sir
RespectFuly
KOUTH, Nakharath
09-14-17

35 North Washington Street
Delaware, Ohio, 43015
Phone: 740-362-7817



www.familypromise-delawareohio.org
jenniferdunkle@familypromisedelaware.org

To whom it may concern:

Please allow this letter to serve as verification that the family of Kouth Nakharath has been receiving food and shelter from Family Promise of Delaware County. The family received services from our organization January 14 – February 7, 2011.

At the time that Kouth and her family presented for service, they were homeless with no income. Kouth was on disability from her position with Marzetti from October 26, 2010 until very recently, returning to work for only one day (January 24, 2011) with disability resuming until her recent return to work the week of February 7, 2011. During her absence from work, she did not receive employment income and lost her home to foreclosure. I have confirmed this information with both her employer and the third-party disability provider, Cigna.

We encourage you to provide any additional assistance with financial assistance, employment services, recovery services, mental health services, housing, clothing, utilities and legal services that may be available.

We appreciate your help. Feel free to contact us with any questions that you may have.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer Dunkle". The signature is written in black ink and is positioned above the printed name and title.

Jennifer Dunkle
Executive Director

jenniferdunkle@familypromise-delawarecounty.org

09-14-17

IN THE SUPREME COURT OF OHIO

OHIO CERTIFICATE OF TITLE

STATE OF OHIO No. 25 0976 6802

ISSUE DATE 03/18/2009

IDENTIFICATION NUMBER JT8BD69S210141124

YEAR MAKE MAKE/DESCRIPTION 2001 LEXUS LEXUS

MODEL MODEL DESCRIPTION GS330

MSRP \$3,660.00

SALES TAX \$584.62

REGISTRATION FEE 120.00

EXCISE TAX OH 2509630000

NET WEIGHT ACTUAL

BRANDS

BUYER KORTH NAKHARATH

3188 DEVONSHIRE DR DELAWARE, OH 43015

SELLER VILLAGE CAR STORE INC

1890 COURTRIGHT RD COLUMBUS, OH 43227-0000

DATE OF SALE 09/16/2009

FINANCIAL INSTITUTION BUCKEYE FINANCE COMPANY

5360 E MAIN ST COLUMBUS, OH 43213

Signature: *[Signature]* Date: *9/16/09*

Authorized Representative of COURT CLERK (BY NOTARIZATION)

Witnessed by: *[Signature]* Date: *9/16/09*

WITNESS MY HAND AND OFFICIAL SEAL THIS 16th DAY OF SEPTEMBER 2009

7.095238731

095238731

MAR EILEEN O'SHAUGHNESSY CLERK OF COURTS

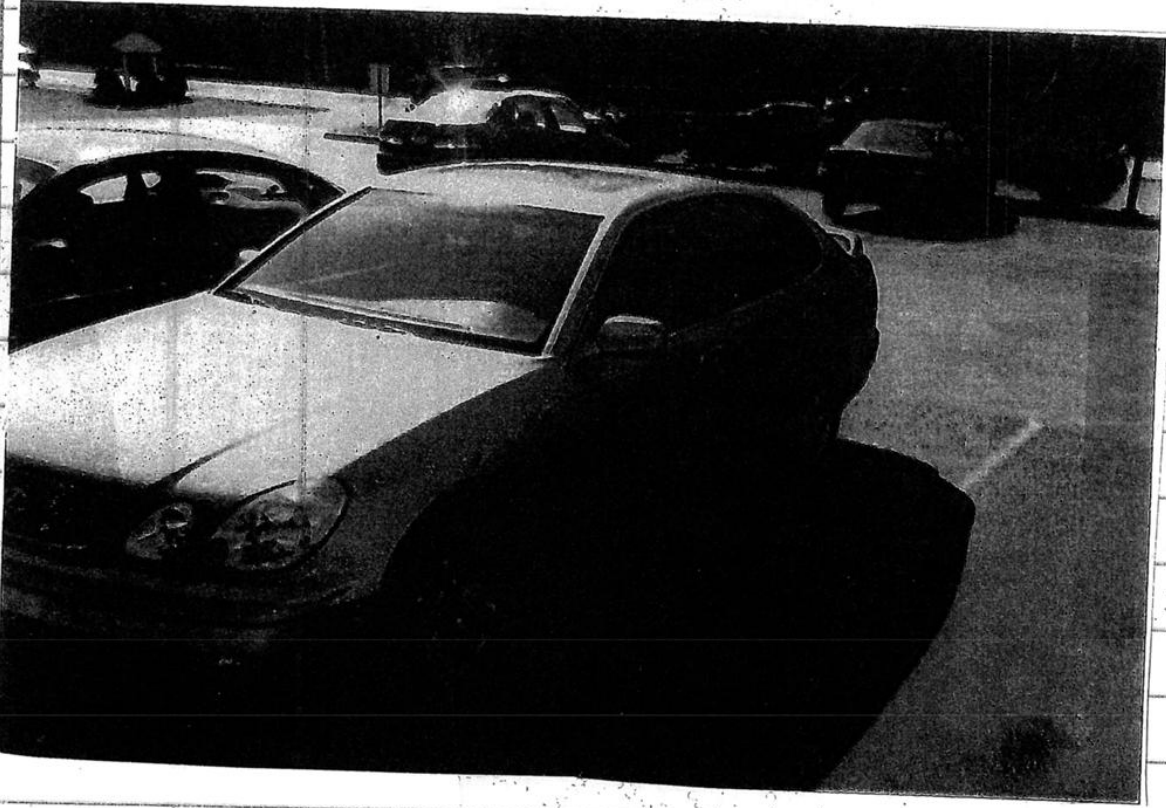
DO NOT ACCEPT TITLE SHOWING ANY ERASURES, ALTERATIONS OR MUTILATIONS.

MV 3800 Rev. 5/04

Respectfully
Korth, Nakharath
[Signature]

09-14-17

IN THE SUPREME COURT OF OHIO



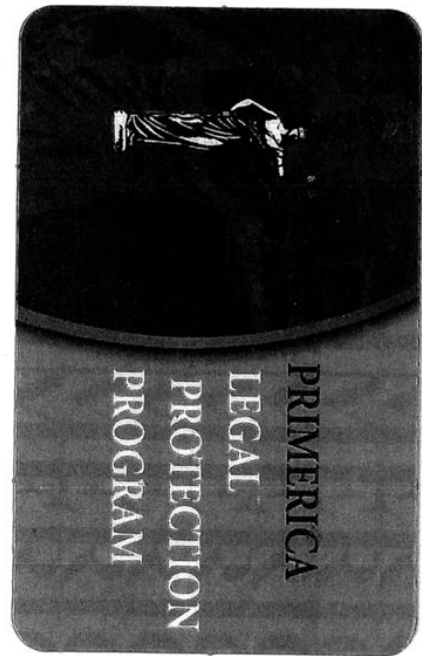
This car that been fame sir

RespectFuly

09-14-17

South. Natharath

IN THE SUPREME COURT OF O.H.I.O



This member shift that they cancel whit
out note sir.
Respectfully
Koush-Nakharath
09-14-17

850827

2

State of Ohio



Ohio Civil Rights Commission

CENTRAL OFFICE

30 East Broad Street, 5th Floor
Columbus, Ohio 43215
Telephone: (614) 466-2785
Toll Free: 1-888-278-7101
TTY: (614) 752-2391
Facsimile: (614) 644-8776

COLUMBUS REGIONAL OFFICE

30 East Broad Street, 4th Floor
Columbus, Ohio 43215
Telephone: (614) 466-5928
Toll Free: 1-888-278-7101
TTY: (614) 752-2391
Facsimile: (614) 466-6250

CONCILIATION AGREEMENT

Charge Number: ADR 71 (41715) 04082015; 22A-2015-01764C

Charging Party: Kouth Nakharath

Respondent: T. Marzetti Company

1. This Conciliation Agreement is made between the Ohio Civil Rights Commission (hereinafter the "Commission"); and Kouth Nakharath (hereinafter "Charging Party"); and T. Marzetti Company (hereinafter "Respondent") and Respondent's heirs, representatives, officers, agents, employees, successors, or assignees.
2. This Conciliation Agreement is designed to ensure voluntary compliance with the provisions of the Ohio Laws Against Discrimination – Ohio Revised Code Chapter 4112.
3. This Conciliation Agreement is a final order of the Commission.
4. This Conciliation Agreement does not constitute an admission by Respondent of any violation of Chapter 4112.
5. Respondent agrees that there shall be no discrimination of any kind as prohibited by Ohio Revised Code Chapter 4112, and that there shall be no retaliation against any person because he/she has opposed a practice deemed illegal under that chapter or because he/she has filed a charge, testified, assisted, or participated in an investigation, proceeding, or hearing.

09-14-17

- 6. The Charging Party hereby waives, releases, and agrees not to sue Respondent for any claims arising under Ohio Revised Code Chapter 4112 that were the subject of the above-referenced charge.
- 7. The Commission may investigate whether Respondent has complied (or is complying) with the terms of this Conciliation Agreement. To that end, the Commission may require written reports and/or conduct inspections, examine witnesses, and review and copy pertinent records to determine compliance with this Conciliation Agreement.
- 8. Respondent agrees that upon its failure to fully comply with the provisions of this Conciliation Agreement, the Commission may initiate further action including, but not limited to, the filing of a complaint in an appropriate Court of Common Pleas to seek enforcement of the terms and provisions of this Conciliation Agreement and reimbursement for any legal fees and costs incurred in filing such enforcement action.
- 9. As evidence of a good faith effort to resolve the above-referenced charge, the parties agree:
 - a. Upon Charging Party being scheduled to return to work, the H.R. Manager will meet with Carolyn Williams to discuss the ongoing issues between her and Charging Party. Ms. Williams will be instructed to avoid contact and interaction with Charging Party. If it is necessary for either party to interact with the other, the person requesting interaction shall obtain a supervisor to be present. Both associates shall stay out of the other's work area unless necessary and when they are unavoidably in the same area, to maintain as much separation as reasonable. When Charging Party returns to work, the H.R. Manger will review the situation with her. Charging Party needs to notify Respondent at least 3 workdays before she is scheduled to return to work so that the return to work process can be arranged and completed in a timely manner.
 - b. Respondent agrees that it will maintain the camera system per its contact with the system provider.

Signatures to follow on next page

Charge Number: COL 71 (41715) 04082015

Charging Party: Kouth Nakharath

Respondent: T. Marzetti Company

CONFIDENTIALITY AGREEMENT

1. The parties agree to participate voluntarily in mediation in an effort to resolve the charge(s) filed with The Ohio Civil Rights Commission.
2. The parties agreed that all matters discussed during the mediation are confidential to the extent possible provided in Ohio Revised Code Section 2710.01-2710.10, unless otherwise discoverable, and cannot be used as evidence in any subsequent administrative or judicial proceeding. Confidentiality, however, will not extend to threats of imminent physical harm or incidents of actual violence that occur during the mediation.
3. Any communications between the ADR Coordinator and the mediator(s) and/or the parties are considered dispute resolution communications with a neutral and will be kept confidential.
4. The parties agree not to subpoena the mediator(s) or compel the mediator(s) to produce any documents provided by a party in any pending or future administrative or judicial proceeding. The mediator(s) will not voluntarily testify on behalf of a party in any pending or future administrative or judicial proceeding. The parties further agree that the mediator(s) will be held harmless for any claim arising from the mediation process.
5. Mediation sessions will not be tape-recorded or transcribed by The Ohio Civil Rights Commission, the mediator or any of the participants. All information including all notes, records, or documents generated during the course of the mediation shall be destroyed at conclusion of the session. Parties or their representatives are not prohibited from retaining their own notes. However, The Ohio Civil Rights Commission will not maintain any such notes or records as part of its record keeping procedures.
6. If a settlement is reached by all the parties, the agreement shall be reduced to writing and when signed shall be binding upon all parties to the agreement. Nothing in this agreement is intended to prohibit, or should be construed to prohibit, the parties or the mediator, from testifying regarding the signing and or authenticity of a written settlement agreement reached as a result of this agreement.
7. If the charge(s) is not resolved through mediation, it is understood by the parties that the charge(s) will be transferred to the investigative unit for further processing.

Initials NR
Initials @
Initials DMH
Initials SMS
BM

**OHIO CIVIL RIGHTS COMMISSION
CHARGE OF DISCRIMINATION
EMPLOYMENT**

Agency Use Only

- FEPA
 EEOC

CHARGE NUMBER: (Agency Use Only)

COL 7 1 (41715) 04082015

Completely Fill in the Following

Kouth Nakharath

Name of Charging Party (First Middle Last)

5298 Hickory Way

Address

Lewis Center

OH

43035

Franklin

City

State

Zip Code

County

614-749-2934

Telephone Number

1/19/15

Date(s) of Discrimination

T. Marzetti Company

Name of Company

3838 Indianola Avenue

Address

Columbus

Ohio

43214-3202

Franklin

City

State

Zip Code

County

614-268-3722

Telephone Number

+20

Total Number of Employees

9/17/01

Date of Hire

I believe I was discriminated against because of my: (Please identify)

- Race/Color _____
 Sex _____
 Disability _____
 Military Status _____
 Age (Over 40 years old only - List Date of Birth) _____

- Religion _____
 National Origin/Ancestry Laos
 Retaliation _____

FOR AGE CASES ONLY: I have not commenced any action under sections 4112.14 or 4112.02(N), Revised Code with respect to the subject matter of the affidavit. I understand that upon filing of this charge with the Ohio Civil Rights Commission, I am barred from instituting any such civil action and that any monetary award or financial benefit I may receive may be limited to back pay and/or restoration of employment fringe benefits and may not include other damages to which I may be entitled as a result of such civil action.

Type of Discrimination:

- Demotion
 Failure to Hire
 Layoff
 Other (Specify) _____
- Discharge/Termination
 Forced to Resign
 Promotion
- Discipline
 Harassment/Sexual Harassment
 Reasonable Accommodation

Please write a brief but detailed statement of the facts that you believe indicate an unlawful discriminatory practice. Please write legibly.

- 1) Since September 17, 2001, I have been employed by Respondent, most recently as a Bottle Operator. In January 2015, I was harassed by a co-worker.
- 2) On January 3, 2015, January 13, 2015, and January 19, 2015, Supervisor David Lawson, American born, allowed Bottle Operator Calyn Williams, American born, to harass me.
- 3) I believe that management allowed me to be harassed due to my national origin, Laos, because:
 - a) On January 3, 2015, January 13, 2015, and January 19, 2015, I complained to Lawson that Williams was being mean to me and Lawson did nothing. Williams gave me dirty looks, walked into me and didn't say "excuse me", and called me "stupid".

I declare under penalty of perjury that I have read the above charge and that it is true to the best of my knowledge, information and belief. I will advise the agency(ies) if I change my address or telephone number and that I will cooperate fully with them in the processing of my charge in accordance to their procedures.

[Signature]
Charging Party Signature

04/08/15
Date

Notary or Ohio Civil Rights Commission Representative

Subscribed and sworn to before me on this 8th day of April 2015

[Signature]
Notary or Commission Representative

OCRC INVESTIGATOR

RESPONDENT (T. Marzetti Company or Representative)

David M Segal
Signature

David M. Segal
Printed Name

5-4-15
Date

Title Senior Corporate Counsel

CHARGING PARTY (Kouth Nakharath or Representative)

[Signature]
Signature

Kouth Nakharath
Printed Name

5/4/15
Date

OHIO CIVIL RIGHTS COMMISSION

[Signature]
Signature

Sonya N. Steele
Printed Name

5/4/15
Date

Title Regional ADR Mediator



Governor John Kasich

Kouth Nakharath
5298 Hickory Way
Lewis Center, OH 43035

David Segal
Lancaster Colony Corp
37 W. Broad Street
Columbus, OH 43215

858527. 5
APRIL 29, 2015

**OHIO
CIVIL RIGHTS
COMMISSION**

Kouth Nakharath v. T. Marzetti Company
COL 71 (41715) 04082015

G. Michael Payton
Executive Director

This letter serves to notify you that the mediation in this matter has been scheduled for April 30, 2015 at 9:00 a.m. I will be the mediator facilitating the session. The meeting will be held in the Commission's Columbus Regional Office located at 30 East Broad Street, 4th Floor, Columbus, OH 43215. You may **not want to park at a meter** because that will cause you to have to go in and out of the meeting. **The Commission does not validate parking.** Please plan to stay for several hours.

Commissioners

Leonard Hubert
Chair

Lori Barreras

William W. Patmon III

Tom Roberts

Included for your review is the Agreement to Mediate/Confidentiality Agreement that all parties will be expected to sign and initial on the day of the mediation. **The Mediation Participant Notice should be completed and mailed/faxed to my attention at 614-466-6250 prior to the mediation date.**

You will attempt to settle the case at this meeting and both parties should come with creative and reasonable recommendations for settlement. Please make sure that someone who has the authority to settle the case on behalf of the company is in attendance at the meeting. The mediator cannot dismiss the case on its merits. This is not a hearing, a trial nor an investigation. There is no need to bring witnesses. Mediation is voluntary. If you change your mind about participating in mediation please call me at 614-466-1891. I do not represent either party during the mediation. Please come prepared to sign settlement documents on the day of the mediation if the case is resolved.

The Commission's mediation process is a **free service** offered to our customers.

FOR THE COMMISSION

Sonya N. Steele

Sonya N. Steele
Mediator

COLUMBUS
REGIONAL OFFICE
30 East Broad Street
4th Floor
Columbus, OH 43215-3414
(614) 466-5928 Phone
(888) 278-7101 Toll Free
(614) 466-6250 Fax
www.crc.ohio.gov

Charge Number: COL 71 (41715) 04082015

Charging Party: Kouth Nakharath

Respondent: T. Marzetti Company

CONFIDENTIALITY AGREEMENT

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3. Any communications between the ADR Coordinator and the mediator(s) and/or the parties are considered dispute resolution communications with a neutral and will be kept confidential.
4. The parties agree not to subpoena the mediator(s) or compel the mediator(s) to produce any documents provided by a party in any pending or future administrative or judicial proceeding. The mediator(s) will not voluntarily testify on behalf of a party in any pending or future administrative or judicial proceeding. The parties further agree that the mediator(s) will be held harmless for any claim arising from the mediation process.
5. Mediation sessions will not be tape-recorded or transcribed by The Ohio Civil Rights Commission, the mediator or any of the participants. All information including all notes, records, or documents generated during the course of the mediation shall be destroyed at conclusion of the session. Parties or their representatives are not prohibited from retaining their own notes. However, The Ohio Civil Rights Commission will not maintain any such notes or records as part of its record keeping procedures.
6. If a settlement is reached by all the parties, the agreement shall be reduced to writing and when signed shall be binding upon all parties to the agreement. Nothing in this agreement is intended to prohibit, or should be construed to prohibit, the parties or the mediator, from testifying regarding the signing and or authenticity of a written settlement agreement reached as a result of this agreement.
7. If the charge(s) is not resolved through mediation, it is understood by the parties that the charge(s) will be transferred to the investigative unit for further processing.

Initials NR

Initials @

Initials DM

Initials SMS

BM

5277 Columbus Pike
Lewis Center, Ohio 43035
740-548-4190
740-548-5014 Fax

Worthington Arms

Fax

To: U.S. Equal Employment Opportunity
Commission Indianapolis District From: Keith Nakhaath
office

Fax: 317-226-7953 Pages: 5

Phone: 317-226-7212 Date: 7/17/15

Re: _____ CC: _____

Urgent For Review Please Comment Please Reply Please Recycle

• Comments:

09-14-17



U.S. Equal Employment Opportunity Commission
Indianapolis District Office

101 West Ohio St
Suite 1900
Indianapolis, IN 46204
(317) 226-7212
TTY (317) 226-5162
FAX (317) 226-7953

EEOC No: 22A-2015-01764
FEPA No: ADR71(41715)

Kouth Nakharath Charging Party
5298 Hickory Way
Lewis Center, OH 43035

T. MARZETTI COMPANY Respondent
c/o David Segal
37 W. Broad St.
Columbus, OH 43215

DETERMINATION

Under the authority vested in me by the Commission, I issue the following determination as to the merits of the subject charge.

Respondent is an employer within the meaning of the statutes enforced by the Commission. Timeliness, deferral and all other jurisdictional requirements have been met. Substantial weight has been accorded to the findings of the Ohio Civil Rights Commission.

The record presented by the Agency includes evidence that the matter in controversy has been successfully settled.

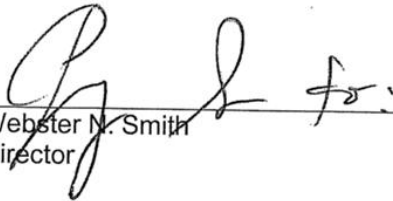
This concludes the Commission's processing of the charge subject to the performance by the Respondent of the promises and representations contained in the order or agreement.

The parties are reminded that federal law prohibits retaliation against individuals who have exercised their right to protest acts they believe violate the laws enforced by the Commission. Retaliation against individuals who have participated in the processing of charges or complaints by the Commission is also prohibited. These protections extend to the individuals regardless of the Commission's determination concerning the merits of the charge.

Pursuant to the Commission's regulations, this file will be destroyed one year after the date of this determination.

On Behalf of the Commission:

Jul 08, 2015
Date



Webster N. Smith
Director

cc:

EEOR

①

OHIO CIVIL Right Commission

MAY 22 2015

Kouth-Nakharath

DAVID Segal

5298. HICKORY way

Lancaster Colony Corp

Lewis Center, OH 43035

T. Marzetti Company

Columbu, OH 43215

RECEIVED
Ohio Civil Rights Commission
MAY 21 2015

Kouth-Nakharath v. T. Marzetti Company

ADR 71(41715)04082015; 22A-2015-01764C

SUMMARY ALLEGATIONS:

On April 8, 2015 about Calyn. Williams and May 04. 2015 I Kouth-Nakharath has a meeting with HR, Mr DAVID Segal, Sonya N. Steele. I let Steele read to me and explain to me about meeting for my understand it only about Calyn. Williams will leave me alone if she bother me or harassment me it is her fault she can loss her job for it, if T. Marzetti not do oney thing about that it will be T. Marzetti fault to. And if some thing else has have happend beteen me and the T. Marzetti I will go to the court for it. I never say any thing has have happend beteen me and T. Marzetti it is Determination sir. I don't agree with this. I trust Steele to read to me sir and explain to me sir, bust I never

ADR 71 (41715) 04082015; 22A-2015-01764C
May-22-2015

hear she read to me about what every
has have happend to me it will be
determination sir. Only about Calyn William
sir that I hear from steele explian to me
sir. she told me to signed 3 paper and
she told me every once need to keep the
original signatures sir. And I come home
think about it then I called in the next day
to make sure I asked steele the paper
I signed with you only about Calyn-wil-
iam right she told me yes. On May-20-2015
I read a letter form Civil Right commisso
and I open Lao-English Dictionary and I called
her about determination beteen me and T.
Marzetti company close and I asked her
what she mean close, I asking her it is
every thing dermination and close beteen me
and T. Marzetti company she told yes sir.
Bust I told her no it is not every thing ok
it is only about Calyn William that I told
her sir. I hope law look in to this
case sir. If I say any thing wrong or do
any thing wrong or signed any thing that I
miss understanding please forgive sir.
I am apologize for it sir. I try very hard

EEOC

3

ADR 71 (41715) 04082015; 22A-2015-01764C

MAY-22-2015

for my English sir, and I hope no one take
advant for my poor English, poor education any more
sir. I not mean to accusing any one but
some time is make me fill that way sir.

Because I has have been take and advant
by some person have a good education and
good English sir. And I hope what I try to do
it is go under the law because I would
like to following the law sir, if I do
thing wrong please direct me to the rules
of the law sir.

pol nab 05/22/15



Governor John R. Kasich

May 14, 2015

Kouth Nakharath
5298 Hickory Way
Lewis Center, OH 43035

David Segal
Lancaster Colony Corp/
T. Marzetti Company
37 W. Broad Street
Columbus, OH 43215

OHIO
CIVIL RIGHTS
COMMISSION

LETTER OF DETERMINATION

Kouth Nakharath v. T. Marzetti Company
ADR 71 (41715) 04082015; 22A-2015-01764C

G. Michael Payton
Executive Director

SUMMARY OF ALLEGATIONS:

On April 8, 2015, the Charging Party, Kouth Nakharath, filed an affidavit with the Ohio Civil Rights Commission alleging that Respondent, T. Marzetti Company, subjected her to harassment due to her national origin, Laos. All jurisdictional requirements for filing a charge have been met.

Commissioners

Leonard Hubert, Chairman
Lori Barreras
William W. Patmon, III
Tom Roberts

Prior to the conclusion of the investigation, Respondent and Charging Party subsequently entered into a conciliation agreement during mediation.

DECISION:

The parties to the charge have agreed to and executed a conciliation agreement and consent order in resolution of this matter. The Ohio Civil Rights Commission finds this matter to be **SETTLED** and has entered into its records a finding of **RATIFY CONCILIATION AGREEMENT AND CONSENT ORDER PRIOR TO FINAL DETERMINATION-CLOSE.**

NOTICE OF RIGHT TO JUDICIAL REVIEW:

This determination of the Ohio Civil Rights Commission constitutes a final order of the Commission and is subject to judicial review. Revised Code 4112.06 sets forth the right to obtain judicial review of this order and the mode and procedure thereof. A petition for judicial review of a Commission order must be filed within **THIRTY (30)** days of mailing of the order. For further information on the process of obtaining judicial review of this order, you are advised to consult an attorney.

FOR THE COMMISSION,

Sonya N. Steele

Sonya N. Steele
Columbus Regional ADR Administrator

As a valued client, we welcome your comments. Please visit our website www.crc.ohio.gov to take a brief survey of our service.

AKRON | CINCINNATI | CLEVELAND | COLUMBUS | DAYTON | TOLEDO

09-14-17

COLUMBUS REGION
30 East Broad Street
4th Floor
Columbus, Ohio 43215
(614) 466-5928 Phone
(888) 278-7101 Toll Free
(614) 466-6250 Fax
www.crc.ohio.gov

State of Ohio



Ohio Civil Rights Commission

CENTRAL OFFICE

30 East Broad Street, 5th Floor
Columbus, Ohio 43215
Telephone: (614) 466-2785
Toll Free: 1-888-278-7101
TTY: (614) 752-2391
Facsimile: (614) 644-8776

COLUMBUS REGIONAL OFFICE

30 East Broad Street, 4th Floor
Columbus, Ohio 43215
Telephone: (614) 466-5928
Toll Free: 1-888-278-7101
TTY: (614) 752-2391
Facsimile: (614) 466-6250

CONCILIATION AGREEMENT

Charge Number: ADR 71 (41715) 04082015; 22A-2015-01764C

Charging Party: Kouth Nakharath

Respondent: T. Marzetti Company

1. This Conciliation Agreement is made between the Ohio Civil Rights Commission (hereinafter the "Commission"); and Kouth Nakharath (hereinafter "Charging Party"); and T. Marzetti Company (hereinafter "Respondent") and Respondent's heirs, representatives, officers, agents, employees, successors, or assignees.
2. This Conciliation Agreement is designed to ensure voluntary compliance with the provisions of the Ohio Laws Against Discrimination – Ohio Revised Code Chapter 4112.
3. This Conciliation Agreement is a final order of the Commission.
4. This Conciliation Agreement does not constitute an admission by Respondent of any violation of Chapter 4112.
5. Respondent agrees that there shall be no discrimination of any kind as prohibited by Ohio Revised Code Chapter 4112, and that there shall be no retaliation against any person because he/she has opposed a practice deemed illegal under that chapter or because he/she has filed a charge, testified, assisted, or participated in an investigation, proceeding, or hearing.

6. The Charging Party hereby waives, releases, and agrees not to sue Respondent for any claims arising under Ohio Revised Code Chapter 4112 that were the subject of the above-referenced charge.
7. The Commission may investigate whether Respondent has complied (or is complying) with the terms of this Conciliation Agreement. To that end, the Commission may require written reports and/or conduct inspections, examine witnesses, and review and copy pertinent records to determine compliance with this Conciliation Agreement.
8. Respondent agrees that upon its failure to fully comply with the provisions of this Conciliation Agreement, the Commission may initiate further action including, but not limited to, the filing of a complaint in an appropriate Court of Common Pleas to seek enforcement of the terms and provisions of this Conciliation Agreement and reimbursement for any legal fees and costs incurred in filing such enforcement action.
9. As evidence of a good faith effort to resolve the above-referenced charge, the parties agree:
 - a. Upon Charging Party being scheduled to return to work, the H.R. Manager will meet with Carolyn Williams to discuss the ongoing issues between her and Charging Party. Ms. Williams will be instructed to avoid contact and interaction with Charging Party. If it is necessary for either party to interact with the other, the person requesting interaction shall obtain a supervisor to be present. Both associates shall stay out of the other's work area unless necessary and when they are unavoidably in the same area, to maintain as much separation as reasonable. When Charging Party returns to work, the H.R. Manger will review the situation with her. Charging Party needs to notify Respondent at least 3 workdays before she is scheduled to return to work so that the return to work process can be arranged and completed in a timely manner.
 - b. Respondent agrees that it will maintain the camera system per its contact with the system provider.

Signatures to follow on next page

RESPONDENT (T. Marzetti Company or Representative)

David M Segal
Signature

David M. Segal
Printed Name

5-4-15
Date

Title Senior Corporate Counsel

CHARGING PARTY (Kouth Nakharath or Representative)

Kouth Nakharath
Signature

Kouth Nakharath
Printed Name

5/4/15
Date

OHIO CIVIL RIGHTS COMMISSION

Sonya N. Steele
Signature

Sonya N. Steele
Printed Name

5/4/15
Date

Title Regional ADR Mediator

TRANSMISSION VERIFICATION REPORT

TIME : 07/05/2016 14:41
NAME : DELAWARE LIB ORANGE
FAX : 7405490022
TEL : 7405492665
SER.# : 000C1N767090

DATE, TIME	07/05 14:36
FAX NO./NAME	12165227395
DURATION	00:04:35
PAGE(S)	12
RESULT	OK
MODE	STANDARD ECM

09-14-17

EEOC

civil right committee (1)

on saturday Jan-03-15
befor 1st break calyn william stand by
a line #1 she look at me and i look
at her back. And she give me dirty
look and i look at her the same.
She stand by my line talk to her
friend and lab same time she look
in to me because i try to take a
capper and turn around and she if i
not mean to look at her but she
stand by my line that i work at.
I told dive lossome tell her stay
away from my line. And befo
~~1st~~ break at 6:25 pm she show her
phone to the forllif driver and
laborpul man and they look at me
lab the same time. The at line
to I stand by a capper machian
happen to look up to see to capper
and see it. Make me fill ~~the~~ and
the man at line two just lab at me.



04/08/15

Ohio Civil Rights Commission

RECEIVED

APR 08 2015

EEOC Civil Right Comition

(2)

1-13-15 Tuesday

at first break about 6:40 pm
in lun room I stand to looking
for a chair to sit, and calym
william she walk in to me not even
say excuse me, and she hold coffee
cup on her hand the coffee cup
almost drop on me. If I not see
her walk in to me coffee will
drop on my body and will burn my
body. That it very mean she not event
say sorry all she did just look at
me. I believe she on perpet to do me
try to hurt me, and try to make me
get in to problem, how about once day
I don't have a good move they's will
brame on me because I there by
myself.

~~KJ~~

EEOC

Civil Right comition (3)

1-19-15 mondy at 6:44

I walk part time one Calyn william she walk in to me again and I look at her than she call me stupid and I say to her the same you too. And I say to her you think you are smart than I call my manager come to see and I show him how far from me to the where she walk in to me. And I told tom I will tell the law I work till every thing done in my case, but now I not want to be at work any more, I help law get every thing done soon in my case. Every time some thing happened to me or my car I wented to HR always camera don't work or can not hear what they say about it. she very mean person to me because in 2010 she has a fight with me and she wented out from work for a druge treatment for capper months, when she come back to work she get more mean because she have a handicapp side in her car. No one can do any thing to her. Evant she do some thing it wrong. All this has happen to me making me not fill same to go in to work at T. Marzetti

RS not 04/09/15

EEOC

4

RETURN THIS PAGE ONLY

MEDIATION PARTICIPATION NOTICE

To: **Kouth Nakharath**

Date and Time: **April 30, 2015 at 9:00 a.m.**

Case: **Kouth Nakharath v. T. Marzetti Company**
COL 71 (41715) 04082015

The following individuals will attend the mediation conference:

NAME	TITLE
_____	_____
_____	_____
_____	_____
_____	_____

An individual attending the mediation has a disability that will require an accommodation, or has another need that must be addressed in order to participate in the mediation.

_____ Yes _____ No

If yes, please describe the accommodation or other need.

Please mail the above information to me at: The Ohio Civil Rights Commission, 30 East Broad Street, 4th Floor, Columbus, Ohio 43215

or

Fax this form to me at: (614) 466-6250 or Email: sonya.steele@civ.ohio.gov

RESPONDENT (T. Marzetti Company or Representative)

David M Segal
Signature

David M. Segal
Printed Name

5-4-15
Date

Title Senior Corporate Counsel

CHARGING PARTY (Kouth Nakharath or Representative)

Kouth Nakharath
Signature

Kouth Nakharath
Printed Name

5/4/15
Date

OHIO CIVIL RIGHTS COMMISSION

Sonya N. Steele
Signature

Sonya N. Steele
Printed Name

5/4/15
Date

Title Regional ADR Mediator

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Signatures to follow on next page

Charge Number: COL 71 (41715) 04082015
Charging Party: Kouth Nakharath
Respondent: T. Marzetti Company

AGREEMENT TO MEDIATE

This is an agreement by the parties to participate in a mediation involving the Charging Party and Respondent in the above referenced charge. The parties understand that mediation is a voluntary process, which may be terminated at any time.


The parties and, if they desire, their representatives and/or attorneys, are invited to attend a mediation session. No one else may attend without the permission of the parties and the consent of the mediator(s).

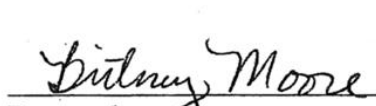
The mediator(s) will not function as the representative of either party. However, the mediator(s) may assist the parties in crafting a Commission settlement agreement. Each party acknowledges being advised to seek independent legal review prior to signing any settlement agreement.

The parties acknowledge that the mediator(s) possesses the discretion to terminate the mediation at any time if an impasse occurs or either party or the mediator deems the case inappropriate for mediation.

The parties acknowledge that if a settlement is reached as a result of the mediation, the assigned mediator(s) is required to report to The Ohio Civil Rights Commission any benefits received. This information is reported only for purposes of providing aggregate data to The Ohio Civil Rights Commission for Mediation program evaluation purposes.

We recognize that the mediation process is a confidential proceeding and agree to abide by the rules and procedures on the reverse side of this form. (Please also initial the reverse side of this form.)

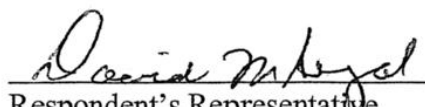

Charging Party _____
Date 5/4/15


Respondent _____
Date 5/4/15

Charging Party's Representative Date


Respondent _____
Date 5/4/15


Mediator _____
Date 5/4/15


Respondent's Representative _____
Date 5-4-15