

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

**EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,**

Plaintiff,

and

**NICOLE ALLISON, SHAUNA BERRY,
JANENE BLAIR, VALERIE DUNCAN,
SHENINA FLETCHER, HILLIARY
HOLMES-DARGE, KIMBERLY JONES,
TRACEY MAYFIELD, LaSEAN MILLER,
and KENYATTA WILLIAMS,**

Plaintiff-Intervenors,

v.

JAMES L. ORRINGTON, D.M.D., LTD.

Defendant.

Case No. 07 C 5317

Judge Robert Dow

Magistrate Judge Michael Mason

CONSENT DECREE

THE LITIGATION

1. On September 20, 2007, Plaintiff United States Equal Employment Opportunity Commission (the "EEOC") filed its Complaint in this action alleging that Defendant James Orrington, D.M.D., Ltd. ("Orrington" or "Defendant") violated Title VII of the Civil Rights Act of 1964 ("Title VII") and the Civil Rights Act of 1991 by 1) sexually harassing Charging Parties Nicole Allison, Shauna Berry, Janene Blair, Valerie Duncan, Shenina Fletcher, Hilliary Holmes-Darge, Kimberly Jones, Tracey Mayfield, Kenyatta Williams and a class of female employees; 2) discharging or constructively discharging Berry and Blair because of their sex, female; 3)

harassing and discriminating against Charging Parties LaSean Miller, Allison, Berry, Blair, Duncan, Fletcher, Holmes-Darge, Jones, Mayfield, and Williams because of their religion, non-Scientology; 4) discharging or constructively discharging Fletcher, Mayfield, Miller, Peden, Williams, Duncan, and a class of employees in retaliation for complaining about unlawful sexual harassment and/or religious discrimination; 5) subjecting Duncan and a class of employees to different terms and conditions of employment in retaliation for complaining about unlawful sexual harassment and/or religious discrimination; and 6) retaliating against Fletcher, Duncan and a class of employees by providing negative references to prospective employers.

2. On December 21, 2007, Plaintiff-Intervenors Allison, Berry, Blair, Duncan, Fletcher, Holmes-Darge, Jones, Mayfield, Miller, and Williams filed their Complaint in Intervention in which they allege that Defendant discriminated against them based on their sex by creating a hostile work environment; discriminated against them based on their religion by creating a hostile work environment and requiring them to engage in practices of the Scientology religion and to study Scientology as a condition of their employment and payment of wages; and retaliated against Allison, Duncan, Fletcher, Holmes-Darge, Jones, Mayfield, Miller, and Williams for complaining about sexual harassment and/or religious discrimination.

3. As a result of having engaged in comprehensive settlement negotiations, EEOC and Orrington have agreed that this action should be finally resolved by entry of this Consent Decree. This Decree fully and finally resolves any and all issues and claims arising out of the Complaint filed by EEOC in this action.

FINDINGS

4. Having examined the terms and provisions of this Decree, and based on the pleadings, record, and stipulations of the parties, the Court finds the following:

A. This Court has jurisdiction of the subject matter of this action and of the parties to this case;

B. The terms of this Decree are adequate, reasonable, equitable and just and the rights of the parties, class members, and the public interest are adequately protected by this Decree; and

C. This Decree conforms with the Federal Rules of Civil Procedure and Title VII, and is not in derogation of the rights or privileges of any person. The entry of this Decree will further the objectives of Title VII and will be in the best interests of the parties, class members, and the public. Nothing in this Consent Decree constitutes an admission nor shall it be construed as an admission by any party as to the claims or defenses of another party.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

NON-DISCRIMINATION

5. Orrington, its directors, officers, agents, assigns, successors, and all those acting in concert with them are enjoined from (A) engaging in any employment practice which discriminates on the basis of sex; (B) engaging in sexual harassment of any employee; and/or (C) creating, facilitating or tolerating the existence of a work environment that is sexually hostile to employees.

6. Orrington, its directors, officers, agents, assigns, successors, and all those acting in concert with them are enjoined from (A) engaging in any employment practice which discriminates on the basis of religion in violation of Title VII; and/or (B) creating, facilitating or tolerating the existence of a work environment that is hostile based on an employee's religion or sincerely-held religious beliefs in violation of Title VII, which prohibitions include but are not limited to conditioning employee's employment, pay, or other terms and conditions of

employment on compliance with religious teachings or practices; and requiring that employees attend training, classes or seminars containing religious teachings or practices. "Religious teachings or practices" shall include, but not be limited to, the teachings and practices based on the religious writings of L. Ron Hubbard and / or the Church of Scientology.

7. Orrington, its directors, officers, agents, assigns, and successors are enjoined from retaliating in any way against any person because such person has requested a reasonable accommodation of his or her sincerely-held religious beliefs, opposed any practice made unlawful under Title VII, filed a Charge of Discrimination under Title VII, testified or participated in any manner in any investigation, proceeding, or hearing under Title VII, or asserted any rights under or benefited from this Decree.

MONETARY RELIEF

8. Orrington shall pay total monetary relief, including attorney's fees, totaling \$462,500.00 to the Plaintiff- Intervenors, their attorneys and class members. The division of the total monetary relief among the Plaintiff-Intervenors and class members is as follows:

| | TOTAL | 1ST PAYMENT | 2ND PAYMENT |
|------------------|--------------|--------------------|--------------------|
| Nicole Allison | \$24,650 | \$21,199 | \$3,451 |
| Shauna Berry | \$21,385 | \$18,391 | \$2,994 |
| Janene Blair | \$22,385. | \$19,251 | \$3,134 |
| Vickie Bryant | \$10,000 | \$ 8,600 | \$1,400 |
| Sabrina Dail | \$10,000 | \$ 8,600 | \$1,400 |
| Valerie Duncan | \$19,120 | \$16,443 | \$2,677 |
| Shenina Fletcher | \$42,505 | \$36,554 | \$5,951 |
| Tamika Hodges | \$10,000 | \$ 8,600 | \$1,400 |

| | | | |
|-----------------------|----------|----------|---------|
| Hilliary Holmes-Darge | \$22,385 | \$19,251 | \$3,134 |
| Kimberly Jones | \$22,385 | \$19,251 | \$3,134 |
| Cara Lonie | \$10,000 | \$ 8,600 | \$1,400 |
| Tracey Mayfield | \$24,650 | \$21,199 | \$3,451 |
| LaSean Miller | \$22,385 | \$19,251 | \$3,134 |
| Tequila Ray | \$10,000 | \$ 8,600 | \$1,400 |
| La'Vena Richards | \$20,000 | \$17,200 | \$2,800 |
| Tamara Spann-Mack | \$25,000 | \$21,500 | \$3,500 |
| Jacqui Watson | \$20,000 | \$17,200 | \$2,800 |
| Kenyatta Williams | \$25,650 | \$22,059 | \$3,591 |

9. EEOC or counsel for Plaintiff-Intervenors will mail a copy of the release agreement (attached hereto as Exhibit A) to each Plaintiff-Intervenor and class member. Each Plaintiff-Intervenor or class member must execute and return a release agreement to EEOC or counsel for Plaintiff-Intervenors. EEOC or counsel for Plaintiff-Intervenors will send to Orrington the executed release agreements it receives from the Plaintiff-Intervenors or class members. In addition, each of the Plaintiff-Intervenors shall execute and return a General Release Agreement to counsel for Plaintiff-Intervnors and counsel for Plaintiff-Intervenors will send to Orrington the executed General Release Agreements. The General Release Agreements to be executed by Plaintiff-Intervenors were the result of negotiations between Orrington and Plaintiff-Intervenors, who were represented by their own counsel. The EEOC did not take part in those negotiations and has not approved the General Release Agreements.

10. Within 14 days of entry of the Decree, and following receipt by Orrington of each of the release agreements, the General Release Agreements and subject to the additional terms

contained in Paragraph 1 of the General Release Agreements, Orrington shall issue and deliver to Plaintiff-Intervenors' counsel checks payable to each Plaintiff-Intervenor and Plaintiff-Intervenors' counsel in the amounts set forth as the 1st Payment above and shall pay the remaining amounts set forth as the 2nd Payment above on or before September 30, 2009. Within 14 days of entry of the Decree, and after receipt of each release agreement from the class members, Orrington shall pay to each class member the amount set forth as the 1st Payment opposite his or her name above by mailing said payment by certified mail to the address for that class member provided to Orrington by EEOC. On or before September 30, 2009, Orrington shall pay to each class member the amount set forth as the 2nd Payment opposite his or her name above by mailing said payment by certified mail to the address for that class member provided to Orrington by EEOC. Orrington shall also mail copies of the checks to EEOC. Orrington will provide EEOC and Plaintiff-Intervenors with a Personal Guaranty for the 2nd Payments, to be made on or before September 30, 2009, which total \$62,500.

POSTING OF NOTICE

11. Within ten (10) business days following entry of this Decree, Orrington shall post a same-sized copy of the Notice attached as Exhibit B to this Decree in a conspicuous but non-public location easily accessible to and commonly frequented by Orrington's employees at Orrington's location for the duration of this Decree. Orrington shall ensure that the posting is not altered, defaced or covered by any other material. Orrington shall certify to EEOC in writing within ten (10) business days after entry of this Decree that the copy of the Notice has been properly posted and identify the location of such posting. The Notice shall remain posted for a period of three (3) years from the date of entry of this Decree. Orrington shall permit a representative of EEOC to enter Orrington's premises for purposes of verifying compliance with

this Paragraph at any time during normal business hours without prior notice. Orrington's counsel may be present for such verification.

COMPLAINT REPORTING AND INVESTIGATION

12. There shall be an Outside Representative, who will have the responsibility to investigate independently and confidentially any and all complaints of sexual harassment, religious discrimination or harassment, and retaliation reported to Defendant or directly to the Outside Representative; make recommendations to Defendant regarding the appropriate disciplinary or corrective action to take to resolve a complaint of sexual harassment, religious discrimination or harassment, and retaliation; and maintain detailed written records of all complaints of sexual harassment, religious discrimination or harassment, and retaliation, the investigation of such complaints, and the resolution of such complaints.

13. The Outside Representative shall be Janice Newman and HR Focus. In the event Janice Newman and HR Focus can no longer serve as the Outside Representative, Defendant shall have thirty (30) calendar days from the date it is notified that the Outside Representative will be unavailable to continue his/her duties for the duration of the Consent Decree to identify to EEOC by name, address, and telephone number a new independent Outside Representative. EEOC shall have fourteen (14) calendar days from the date of receipt of the information described above to accept or reject the new Outside Representative. In the event EEOC does not approve Defendant's proposed Outside Representative, Defendant shall have fourteen (14) calendar days to identify an alternate Outside Representative. EEOC shall have fourteen (14) calendar days from the date of receipt of the information described above to accept or reject the alternate Outside Representative. In the event that the parties cannot agree upon an Outside Representative, the dispute shall be submitted to the Court for final resolution.

14. Defendant shall notify the Outside Representative of all complaints of sexual harassment, religious discrimination or harassment, and retaliation reported to Defendant and shall transmit to the Outside Representative all documentation of each such complaint reported to Defendant as soon as practicable and, in any event, no later than the close of the next business day after Defendant receives any such complaint.

15. Defendant shall inform all employees of the appointment and function of the Outside Representative both in writing and orally within fourteen (14) calendar days of the appointment of such Outside Representative, and each individual who makes a complaint (whether oral or written) to Defendant shall again receive, upon making a complaint, a written notice informing him/her of the existence and function of the Outside Representative. Both the initial notice and the notice distributed upon receipt of a complaint shall provide the name, telephone number and address at which the Outside Representative may be reached.

16. Defendant shall fully cooperate with the Outside Representative in connection with his/her efforts to investigate complaints of sexual harassment, religious discrimination or harassment, and retaliation, including providing reasonable access to employees, documents, and any other sources of information within seven (7) days of Defendant's receipt of the complaint. The Outside Representative, as he/she deems it necessary or appropriate, shall have access to all of Defendant's facilities and Defendant's counsel may be present during such access.

17. In the event the Outside Representative determines that any employee of Defendant, including Dr. James Orrington, has engaged in sexual harassment, religious discrimination or harassment, or retaliation, Defendant shall take all necessary and appropriate remedial measures, as recommended by the Outside Representative, unless Defendant can demonstrate to the satisfaction of the Outside Representative, EEOC or the Court that such

recommendation would pose an actual and substantial threat to the continued operation or solvency of Defendant. If Defendant determines that additional remedial measures beyond those recommended by the Outside Representative are necessary and appropriate, Defendant may take such additional remedial measures, but must at a minimum take the remedial measures recommended by the Outside Representative, subject to the provisions above.

18. Defendant shall be responsible for compensating the Outside Representative at a rate to be agreed upon and shall pay any and all reasonable costs and expenses of the Outside Representative that the Outside Representative deems necessary or appropriate to fulfill his/her work as the Outside Representative.

ADOPTION AND DISTRIBUTION OF POLICY AGAINST SEXUAL HARASSMENT, RELIGIOUS HARASSMENT, RELIGIOUS DISCRIMINATION, AND RETALIATION

19. Within thirty (30) calendar days after entry of this Decree, Orrington shall adopt a new policy against sexual harassment, religious discrimination and harassment, and retaliation, which includes, at a minimum:

A. definitions of sexual harassment, religious discrimination, religious harassment, and retaliation, and examples of behavior that could constitute sexual harassment, religious discrimination, religious harassment, and retaliation;

B. a provision that employees can make complaints of sexual harassment, religious discrimination or harassment, and/or retaliation orally or in writing;

C. a provision that employees can complain of sexual harassment, religious discrimination or harassment, and/or retaliation to any person in the chain of command above the employee or to the Outside Representative, whose name, address and telephone number shall be included in the policy;

D. a provision that an employee found to have engaged in sexual harassment, religious discrimination or harassment, and/or retaliation will be subject to discipline, up to and including termination;

E. a provision that employees are not required to complain of sexual harassment, religious discrimination or harassment, and/or retaliation to a person against whom they allege harassment;

F. a provision that Defendant will protect the confidentiality of harassment, discrimination, and/or retaliation complaints to the extent possible;

G. a provision that employees who complain of sexual harassment, religious discrimination or harassment, and/or retaliation, or who provide information related to such complaints will not be retaliated against and that employees engaging in retaliation will be subject to discipline, up to and including termination; and

H. a provision that, promptly upon the conclusion of its investigation of a complaint, Defendant will communicate to the complaining party the results of the investigation.

20. The inclusion of this paragraph in the Decree does not represent EEOC's or the Court's approval of Defendant's policy against sexual harassment, religious discrimination and harassment, and retaliation.

21. Within thirty (30) calendar days after entry of this Decree, Defendant shall distribute a copy of the policy to all current employees and shall provide a copy of the policy to EEOC.

22. The policy shall be included in any relevant policy or employee manuals kept by Defendant. The policy shall also be posted in a conspicuous and accessible place for all employees.

23. A copy of the policy shall be distributed to each new employee on the day the employee is hired. The manager responsible for distributing the policy to each new employee shall review the contents of the policy with the employee.

TRAINING

24. Defendant shall provide training on the requirements of Title VII as follows:

A. Defendant shall retain Elizabeth Hubbard to provide training for all employees during each of the three (3) years covered by this Decree with respect to the prevention and eradication of sexual harassment, religious discrimination and harassment, and retaliation from the workplace. Dr. James Orrington shall be required to attend an annual individual training session separate from Defendant's other employees, as described in more detail below.

B. The annual training for Defendant's employees (other than Dr. Orrington) shall include (but need not be limited to) a detailed discussion of the law, the policy and complaint procedure adopted pursuant to paragraph 19 of the Consent Decree, and the role of the Outside Representative.

C. During the period covered by this Consent Decree, Dr. Orrington shall receive a minimum of four (4) hours of individual training annually from Elizabeth Hubbard on the prevention and eradication of sexual harassment, religious discrimination and harassment, and retaliation from the workplace. Dr. Orrington shall receive additional training beyond the minimum four (4) hours of training required each year if the trainer deems that additional training is necessary. The training shall include, but need not be limited to, a detailed discussion of the law, Dr. Orrington's obligation to maintain a work environment free of sexual harassment, religious discrimination and harassment, and retaliation, and the effect of sexual harassment,

religious discrimination and harassment, and retaliation on its victims.

D. Defendant shall first provide training to all employees, including the individual training for Dr. Orrington, within ninety (90) calendar days of the entry of this Consent Decree.

E. A registry of attendance for each training shall be retained by Defendant for the duration of the Consent Decree.

25. In the event that Elizabeth Hubbard is unable to act or continue to act as trainer, Defendant shall obtain EEOC's approval of its proposed trainer prior to each year's set of training sessions. Defendant shall submit the name, address, telephone number, resume, and training proposal of the proposed trainer, including all materials anticipated to be distributed during the training, together with the date(s) of the proposed training sessions to EEOC within thirty (30) calendar days prior to the first day of the proposed date(s) of training. EEOC shall have fifteen (15) calendar days from the date of receipt of the information described above to accept or reject the proposed trainer(s). In the event EEOC does not approve Defendant's designated trainer(s), Defendant shall have thirty (30) calendar days to identify an alternate trainer. EEOC shall have fifteen (15) calendar days from the date of receipt of the information described above to accept or reject the alternate trainer. In the event EEOC does not approve Defendant's alternate trainer, and the parties cannot agree upon a trainer, the dispute shall be submitted to the Court for final resolution. Even though EEOC has approved of or designated a trainer for one year, it is not required to approve of or designate the same trainer for future training sessions. Prior to the trainings, the trainer shall be allowed to familiarize himself/herself with the allegations of this case by means of communicating with counsel for either party and/or reviewing documents provided by counsel of either party.

26. Defendant agrees to provide EEOC with any and all copies of pamphlets, brochures, outlines or other written materials provided to the participants of the training sessions.

27. Defendant shall certify to EEOC in writing within five (5) business days after each required individual and group training has occurred that the training has taken place and that the required personnel have attended. Such certification shall include: A) the dates, location and duration of the trainings; B) a copy of the registry of attendance, which shall include the name and position of each person in attendance; and C) a listing of all current employees as of the date of the training.

RECORD KEEPING

28. For the duration of this Decree, Defendant shall maintain and make available for inspection and copying by the EEOC the following records: all documents and records which refer or relate to employee complaints regarding alleged sexual harassment, religious discrimination or harassment, and/or retaliation made subsequent to the entry of this Decree. Such records shall include the name of the complainant, the date of the complaint, what was alleged, the name of any witnesses, what actions Defendant took to resolve the complaint, if any, and the resolution of the complaint.

29. Defendant shall make all documents or records referred to in Paragraph 28 above available for inspection and copying within ten (10) business days after the EEOC so requests. In addition, Defendant shall make available all persons within its employ whom the EEOC reasonably requests for the purpose of verifying compliance with this Decree, and shall permit the EEOC to enter Defendant's premises during regular business hours for such purpose on five (5) business days advance notice by EEOC. Defendant shall be entitled to have counsel present for any such visits from the EEOC.

30. Nothing contained in this Decree shall be construed to limit any obligation Defendant may otherwise have to maintain records under Title VII or any other law or regulation.

REPORTING

31. Every six months after entry of this Decree and for the term of this Decree, Defendant and the Outside Representative shall jointly provide to the EEOC a written report containing a description of each complaint of sexual harassment, religious discrimination or harassment, and/or retaliation, including the name of the complainant, the date of the complaint, what was alleged, the names of any witnesses, a summary of any investigation of the complaint, and the resolution of the complaint. If no employee has made such a complaint, Orrington and the Outside Representative shall submit a signed statement so stating. The first report shall be provided six (6) months after entry of the Consent Decree. The final report shall be provided twenty-one (21) calendar days prior to expiration of the Consent Decree.

32. Every six months after the entry of this Decree and for the term of this Decree, Orrington shall certify to the EEOC that the Notice required to be posted in Paragraph 11, above, remained posted during the entire six (6) month period preceding the certification.

DISPUTE RESOLUTION

33. In the event that either party believes that the other party has failed to comply with any provisions of the Decree, the complaining party shall notify the alleged non-complying party in writing of such non-compliance and afford the alleged non-complying party fifteen (15) calendar days to remedy the non-compliance or satisfy the complaining party that the alleged non-complying party has complied. If the alleged non-complying party has not remedied the alleged non-compliance or satisfied the complaining party that it has complied within fifteen (15)

calendar days, the complaining party may apply to the Court for appropriate relief.

DURATION OF DECREE AND RETENTION OF JURISDICTION

34. All provisions of this Decree shall be in effect (and the Court will retain jurisdiction of this matter to enforce this Decree) for a period of three (3) years immediately following entry of the Decree, provided, however, that if, at the end of the three (3) year period, any disputes under Paragraph 33, above, remain unresolved, the term of the Decree shall be automatically extended (and the Court will retain jurisdiction of this matter to enforce the Decree) until such time as all such disputes have been resolved.

MISCELLANEOUS PROVISIONS

35. The terms of this Consent Decree shall be binding upon the present and future directors, officers, managers, agents, successors and assigns of Defendant. Defendant, and any successor(s) of Defendant, shall provide a copy of this Decree to any organization or person who proposes to acquire or merge with Defendant, or any successor of Defendant, prior to the effectiveness of any such acquisition or merger. This paragraph shall not be deemed to limit any remedies available in the event of any finding by the Court regarding a violation of this Decree.

36. Each party to this Decree shall bear its own expenses, attorney's fees, and costs.

37. If any provision(s) of the Decree are found to be unlawful, only such provision(s) shall be severed, and the remainder of the Decree shall remain in full force and effect.

38. When the Decree requires the submission by Defendant of documents to the EEOC, they shall be mailed to: Ann Henry, Orrington Settlement, Equal Employment Opportunity Commission, Chicago District Office, 500 West Madison Street, Suite 2000, Chicago, Illinois 60661. When the Decree requires the submission by the EEOC of documents, they shall be mailed to: John O'Connor, Pappas, Hubbard, O'Connor, Fildes, Secaras, P.C., 900

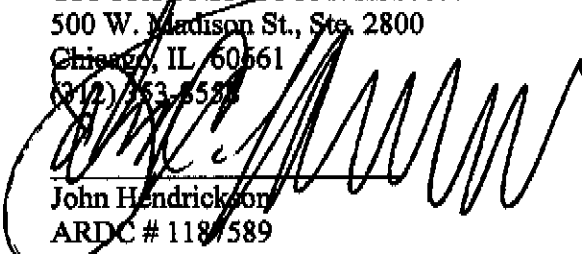
West Jackson Blvd., Six West, Chicago, IL 60607.

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OPPORTUNITY COMMISSION
1801 L Street, N.W.
Washington, D.C. 20507

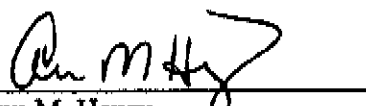
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For JAMES L. ORRINGTON, D.M.D. LTD.,



John O'Connor

Attorney for Defendant

PAPPAS, HUBBARD, O'CONNOR, FILDES,
SECARAS, P.C.

900 West Jackson Blvd., Suite Six West

Chicago, IL 60607

Telephone: (312) 421-5960

Fax: (312) 421-5310

ENTER:

DATE:



The Honorable Judge Robert Dow
United States District Judge

January 13, 2009

EXHIBIT A

RELEASE

In consideration for \$ _____ paid to me by James L. Orrington, D.M.D., Ltd., in connection with the resolution of EEOC, et al. v. James L. Orrington, D.M.D., Ltd., 07 C 5317 (N.D. Ill.), I waive my right to recover for any claims of sexual harassment, religious discrimination, religious harassment and retaliation arising under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., and the Civil Rights Act of 1991, 42 U.S.C. §1981a, that I had against James L. Orrington, D.M.D., Ltd. prior to the date of this release and that were included in the claims alleged in EEOC's complaint in EEOC, et al. v. James L. Orrington, D.M.D., Ltd., 07 C 5317 (N.D. Ill.) or which could have been asserted in the above lawsuit. I understand that I will be solely responsible for the payment of any and all income taxes related to this payment and that I will be issued an IRS Form 1099 for this payment.

EXHIBIT B

NOTICE TO ALL EMPLOYEES OF JAMES L. ORRINGTON, D.M.D., LTD.

This Notice is being posted pursuant to a Consent Decree entered by the federal court in EEOC, et al. v. James L. Orrington, D.M.D., Ltd., resolving a lawsuit filed by the Equal Employment Opportunity Commission ("EEOC") against James L. Orrington, D.M.D., Ltd. ("Orrington").

In its suit, the EEOC alleged that Orrington discriminated against employees by subjecting them to sexual harassment, religious discrimination and harassment, and retaliation for complaining about sexual and/or religious discrimination and harassment.

To resolve the claims and the litigation, Orrington and the EEOC have entered into a Consent Decree which provides, among other things, that:


- 1) Orrington will make a monetary payment to a class of employees;
- 2) Orrington will not discriminate against employees on the basis of sex and will not permit or engage in sexual harassment;
- 3) Orrington will not discriminate against employees or harass employees based on their religion which includes, but is not limited to, conditioning employee's employment, pay, or other terms and conditions of employment on compliance with religious teachings or practices and requiring that employees attend seminars containing religious teachings or practices;
- 4) Orrington will not retaliate against any employee because (s)he opposed any practice made unlawful by Title VII, filed a Title VII charge of discrimination or participated in any Title VII proceeding;
- 5) Orrington will provide mandatory training to employees regarding sexual harassment, religious discrimination and harassment, and retaliation, including mandatory individual training for Dr. James Orrington; and
- 6) An outside representative, [insert name], will be appointed to receive, investigate and remedy any complaints of sexual harassment, religious discrimination, religious harassment and retaliation for the duration of the Consent Decree. [Insert name] can be contacted at [insert address, phone number, email].

EEOC enforces the federal laws against discrimination in employment on the basis of disability, race, color, religion, national origin, sex, and age. If you believe you have been discriminated against, you may contact EEOC at (312) 353-2713. EEOC charges no fees and has employees who speak languages other than English.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This Notice must remain posted for three (3) years from the date below and must not be altered, defaced or covered by any other material. Any questions about this Notice or compliance with its terms may be directed to: Orrington Settlement, EEOC, 500 West Madison Street, Suite 2000, Chicago, IL 60661.

January 13, 2009
Date


The Honorable Judge Robert Dow