

United States District Court, Northern District of Illinois


Name of Assigned Judge or Magistrate Judge	James H. Alesia	Sitting Judge if Other than Assigned Judge	
CASE NUMBER	00 C 5488	DATE	8/9/2001
CASE TITLE	U.S. Equal Employment Opportunity Commission vs. Fairchild Printing Service, Inc.		

[In the following box (a) indicate the party filing the motion, e.g., plaintiff, defendant, 3rd party plaintiff, and (b) state briefly the nature of the motion being presented.]

MOTION:

DOCKET ENTRY:

- (1) Filed motion of [use listing in "Motion" box above.]
- (2) Brief in support of motion due _____.
- (3) Answer brief to motion due _____. Reply to answer brief due _____.
- (4) Ruling/Hearing on _____ set for _____ at _____.
- (5) Status hearing[held/continued to] [set for/re-set for] on _____ set for _____ at _____.
- (6) Pretrial conference[held/continued to] [set for/re-set for] on _____ set for _____ at _____.
- (7) Trial[set for/re-set for] on _____ at _____.
- (8) [Bench/Jury trial] [Hearing] held/continued to _____ at _____.
- (9) This case is dismissed [with/without] prejudice and without costs[by/agreement/pursuant to]
 FRCP4(m) General Rule 21 FRCP41(a)(1) FRCP41(a)(2).
- (10) [Other docket entry] Parties' agreed motion to reinstate this matter for the purpose of entering the Consent Decree is granted. Enter Consent Decree.
- (11) [For further detail see order attached to the original minute order.]

<input type="checkbox"/> No notices required, advised in open court. <input type="checkbox"/> No notices required. <input checked="" type="checkbox"/> Notices mailed by judge's staff. <input type="checkbox"/> Notified counsel by telephone. <input type="checkbox"/> Docketing to mail notices. <input type="checkbox"/> Mail AO 450 form. <input type="checkbox"/> Copy to judge/magistrate judge.	 ED-7 FILED FOR DOCKETING 01 AUG 10 PM 5:25	number of notices <div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">AUG 13 2001</div> date docketed Cm docketing deputy initials 8/10/2001 date mailed notice CW mailing deputy initials	Document Number <div style="font-size: 2em; font-family: cursive;">17</div>
CW	courtroom deputy's initials	Date/time received in central Clerk's Office	

DOCKETED
AUG 13 2001

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

EQUAL EMPLOYMENT OPPORTUNITY) COMMISSION,)) Plaintiff,))) FAIRCHILD PRINTING SERVICE, INC.,) Defendant.)	Civil Action No. 00 C 5488 Honorable Judge Alesia Magistrate Judge Soat Brown
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CONSENT DECREE

Plaintiff U.S. Equal Employment Opportunity Commission (the "EEOC" or "Plaintiff"), an agency of the United States, alleged that Defendant (defined below) discriminated against Kenneth Brown ("Brown") by terminating his employment in retaliation for his having complained of harassment and race discrimination in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e *et seq.* ("Title VII") and the Civil Rights Act of 1991, 42 U.S.C. §1981a ("CRA '91").

Defendant denied and continues to deny any and all claims raised by EEOC in this lawsuit. This Consent Decree is being entered into solely for the purpose of settling disputed claims, and shall not be construed as an admission by Defendant of any liability whatsoever, any wrongdoing towards Brown, or any violation of a statute, law or regulation. The parties have agreed to resolve all disputes between and among them in order to further the goals of Title VII, to avoid further litigation, to assure a discrimination-free workplace at Defendant and to make all employees of Defendant aware of their rights and responsibilities under law.

Findings

Having carefully examined the terms and provisions of this Consent Decree, the Court finds the following:

1. This Court has jurisdiction of this case pursuant to 28 U.S.C. §§451, 1331, 1337, 1343 and 1345. This action is authorized and instituted pursuant to Section 706(f)(1) and (3) of Title VII, 42 U.S.C. §§2000e-5(f)(1) and (3), and Section 102 of the Civil Rights Act of 1991, 42 U.S.C. §1981a.

2. The terms and provisions of this Consent Decree are adequate, fair, reasonable, equitable and just. This Consent Decree resolves all claims brought by the EEOC in its Complaint against Defendant, and any claims which could have been brought based on the Charges of Discrimination filed by Kenneth Brown. The rights of all parties and the interest of the public are adequately protected by this Consent Decree.

3. This Consent Decree conforms with the Federal Rules of Civil Procedure and Title VII, and is not in derogation of the rights and privileges of any person. The entry of this Consent Decree will further the objectives of Title VII and will be in the best interest of the parties and the individuals for whom EEOC seeks relief.

4. The parties stipulate and the Court finds that EEOC filed this action against Fairchild Printing Service, Inc. only, that EEOC did not allege any violation of Title VII by the purchaser of Fairchild Printing Service, Inc., and that Stout Acquisition Company, L.L.C. a/k/a "The Graphics Group, L.L.C." is, for purposes of this action and this Consent Decree, the purchaser of Fairchild Printing Service, Inc. and is bound by this Consent Decree. (Fairchild Printing Service, Inc. and Stout Acquisition Company, L.L.C. a/k/a "The Graphics Group,

L.L.C.” (only for purposes of this Consent Decree and its commitment to implement provisions specified herein) being collectively referred to herein as “Defendant”).

WHEREFORE, upon the consent of the parties, IT IS ORDERED, ADJUDGED AND DECREED:

Prospective Relief

5. Defendant and its managers, supervisors, officers, directors and agents, are enjoined from engaging in retaliation, including, but not limited to, taking adverse employment action against any employees, including termination, for reporting discrimination on the basis of their race or engaging in any other protected activity, in violation of Title VII.

6. Defendant and its managers, supervisors, officers, directors and agents, will not engage in reprisal or retaliation of any kind against any person because of such person's opposition to any practice made unlawful under Title VII; or because of filing a charge, testifying or participating in any manner in any investigation, proceeding or hearing under Title VII; or because an individual was identified as a possible witness for EEOC; or because of any assertion of rights under this Consent Decree.

Posting of Notice

7. Defendant shall post the Notice attached as Exhibit A continuously for the duration of this Consent Decree on bulletin boards commonly used for announcements from Defendant to its employees, and will certify in writing every six (6) months that the Notice remains posted. Defendant shall take all reasonable steps to ensure that the Notice is not altered, defaced or covered by any other material. Defendant shall permit a representative of EEOC to

enter Defendant's premises for purposes of verifying compliance with this Paragraph at any time during normal business hours without prior notice.

Monetary Relief

8. Within ten (10) days of the date of the entry of this Consent Decree, Defendant shall forward Charging Party, Kenneth Brown, a cashier's check for \$15,000.00 for damages made payable to Kenneth Brown, by certified mail as settlement of all disputed claims and to resolve this case. Defendant will contemporaneously furnish EEOC counsel of record, June Wallace Carson, with a copy of the check by regular mail.

Reporting

9. Defendant will provide a 1099 form to Kenneth Brown reflecting the payment identified in Paragraph No. 8 above. Brown agrees to pay all federal, state and local taxes related to receipt of any and all income pursuant to this Consent Decree. Brown further understands that he will be solely responsible for all liability, including any penalties or tax assessed against Defendant as a result of payment received by him under this Consent Decree and will solely bear all such costs associated with any assessment.

10. Every six (6) months after the entry of this Consent Decree, on February 15, 2002, and on August 15, 2002, Defendant shall provide to the EEOC a written report listing:

- (a) each retaliation complaint (formal or informal) made or filed by any employee or applicant for employment against Defendant within the past six (6) months;

- (b) the name, current address and phone number and social security number of each employee or applicant making a complaint under paragraph (a) above;
- (c) the date of each complaint of retaliation made under paragraph (a) above;
- (d) whether or not the complaint was investigated and the outcome of any investigation, including any action taken; and
- (e) the decision makers involved in making the decision in paragraph (d) above.

Enforcement

11. This Consent Decree shall be in effect for a period of one (1) year, during which time the Court shall retain jurisdiction of the EEOC and Defendant and of this action for the purpose of interpreting and enforcing the provisions of this Consent Decree, provided, however, that if, at the end of the one year period, any dispute between the parties arising from this Consent Decree remains unresolved, the term of the Consent Decree shall be automatically extended (and the Court will retain jurisdiction of this matter to enforce the Consent Decree) until such time as all such disputes have been resolved.

12. If any provision of this Consent Decree is found to be unlawful, only the specific provision in question shall be affected and all other provisions will remain in full force and effect.

13. If during the one (1) year period after entry of this Decree, the EEOC believes that Defendant is not complying with this Consent Decree, the EEOC shall notify Defendant's undersigned counsel in writing of the specific nature of the alleged violation, all within ten (10)

days of the EEOC becoming aware of the occurrence of the act(s) allegedly violative of this Consent Decree. Defendant may respond within ten (10) business days of its counsel's actual receipt of such notice. Thereafter, if EEOC continues to believe there has been noncompliance with this Consent Decree, EEOC will provide three (3) business days notice to Defendant, of any intention to file any document or motion with the Court.

14. Defendant, the EEOC and Kenneth Brown shall bear their own costs and attorneys' fees in this case.

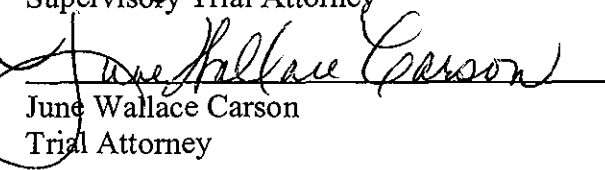
Approved for Plaintiff:

GWENDOLYN REAMS
Associate General Counsel

Equal Employment Opportunity Commission
1801 L Street, N.W.
Washington, D.C. 20507


John E. Hendrickson
Regional Attorney



Gregory Godhanour
Supervisory Trial Attorney


June Wallace Carson
Trial Attorney

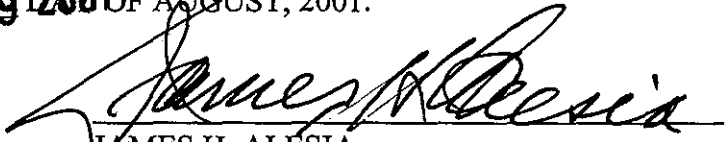
Equal Employment Opportunity Commission
500 West Madison Street
Suite 2800
Chicago, Illinois 60661
(312) 353-7259

Approved for Defendant:

Fairchild Printing Service, Inc., and its
purchaser Stout Acquisition Company, L.L.C.
a/k/a The Graphics Group, L.L.C.


William Becker
Robert T. Bernstein
Laner, Muchin, Dombrow, Becker,
Levin and Tominberg, Ltd.
515 North State Street
Suite 2800
Chicago, Illinois 60610-4324
(312) 467-9800

ENTERED AND ORDERED **AUG 09 2001** OF AUGUST, 2001.



JAMES H. ALESIA
UNITED STATES DISTRICT JUDGE

**TO: EMPLOYEES OF FAIRCHILD PRINTING and its purchaser STOUT
ACQUISITION COMPANY, L.L.C. a/k/a THE GRAPHICS GROUP, L.L.C.
RE: NOTICE OF CONSENT DECREE**

United States District Judge James H. Alesia has entered a Consent Decree resolving a case, U.S. Equal Employment Opportunity Commission v. Fairchild Printing Service, Inc., 00 C 5488 in the United States District Court for the Northern District of Illinois, Eastern Division, brought by the United States Equal Employment Opportunity Commission ("EEOC"), on behalf of Kenneth Brown, against **Fairchild Printing, Inc. only, and not its purchaser Stout Acquisition Company, L.L.C. a/k/a The Graphics Group, L.L.C.** EEOC alleged that Fairchild Printing terminated Kenneth Brown in retaliation for his having complained of race discrimination in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e et seq.

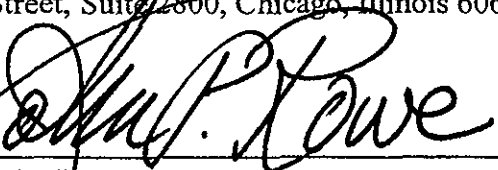
The Consent Decree provides that Fairchild Printing, Inc. and its purchaser Stout Acquisition Company, L.L.C. a/k/a The Graphics Group, L.L.C.:

- a) Will not retaliate against any employee who reasonably complains of what s/he believes to be employment discrimination on the basis their race or who participates in an investigation of such a complaint;
- b) Will provide monetary relief to the employee on whose behalf EEOC brought this case;
- c) Make reports to EEOC for one year.


The EEOC is an agency of the United States Government empowered to enforce the Americans with Disabilities Act, Title VII of the Civil Rights Act, the Equal Pay Act, and the Age Discrimination in Employment Act of 1967. These laws prohibit employers from discriminating on the basis of disability, age, sex, pregnancy, race, color, religion, and national origin. These laws also prohibit retaliation against any employee because he or she reasonably opposes what he or she believes to be unlawful discrimination, complains of or files a charge of discrimination, or participates in the investigation or litigation of a charge or suit.

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

This Notice will remain posted for one year from the date shown below and must not be altered, defaced, or covered by any other material. Any questions concerning this Notice or compliance with its provisions may be directed to the Director of Human Resources or to the U.S. Equal Employment Opportunity Commission, Chicago District Office, 500 West Madison Street, Suite 2800, Chicago, Illinois 60661.



John E. Rowe
Director, EEOC Chicago District Office
Dated: August 7, 2001



Above Sign for Defendant

Dated: August 6, 2001