

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

**EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)
)
Plaintiff,)
)
v.)
)
THE FULLERTON ANIMAL HOSPITAL)
)
Defendant.)
_____)**

Case No. JFM 03cv2791

CONSENT DECREE

Plaintiff, the U.S. Equal Employment Opportunity Commission (the "Commission" or "EEOC"), commenced this action on September 30, 2003, in the United States District Court for the District of Maryland (Northern Division) against Defendant Fullerton Animal Hospital. ("Fullerton"). In its Complaint, the Commission alleged that Defendant engaged in unlawful employment practices by terminating Charging Parties Catherine Kruba, Cathy Chatterton, Lisa Phillips, Nicole Ruble, and Stacey Erisman ("the Charging Parties") in retaliation for their having engaged in conduct protected by Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq. ("Title VII").

As a result of settlement discussions, the Commission and Defendant desire to resolve this action and all issues raised by the Complaint without the time and expense of contested litigation. This Decree is being entered into with the consent of the parties and shall not constitute an adjudication by this Court of any of the allegations of the Commission, or an admission by the Defendant of any liability, or a waiver by the Commission of any contentions of discrimination.

For the purpose of resolving this action, the parties acknowledge the jurisdiction of the United States District Court for the District of Maryland (Northern Division) over the subject matter and over the parties to this case for the purpose of entering this Consent Decree and, if necessary, enforcing this Decree.

The Court, having examined the terms and provisions of the Consent Decree, finds that it is reasonable and just in accordance with the Federal Rules of Civil Procedure and Title VII. The entry of this Consent Decree will further the objectives of Title VII and will be in the best interests of the parties and those for whom the EEOC seeks relief.

This Decree constitutes a full discharge and satisfaction of any and all claims which have been alleged in the Complaint filed in this Title VII action by the EEOC based on the EEOC's determinations of discrimination for the charges filed by Catherine Kruba, Cathy Chatterton, Lisa Phillips, Nicole Ruble, and Stacey Erisman (EEOC administrative charge numbers 120-2003-02689, 120-2003-03374, 120-2003-03329, 120-2003-03283 and 120-2003-03283).

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

NON-DISCRIMINATION

1. Defendant, its officers, directors, agents, and employees acting within the scope of their agencies and employments, respectively, its successors, assigns, and all persons in active concert or participation with them or any of them shall comply with all provisions of Title VII and are enjoined from any present or future violations of Title VII. Prohibited discrimination includes, but is not limited to, any harassing conduct or other discrimination because of sex or because of conduct protected under Section 704(a) of Title VII and/or

failure to take prompt and reasonable action to correct and prevent harassing conduct prohibited by Title VII.

NON-RETALIATION

2. Defendant, its officers, directors, agents, employees acting within the scope of their agencies and employments, respectively, its successors, assigns, and all persons in active concert or participation with them or any of them shall not engage in reprisal or retaliation of any kind against any person because such person, either in the past or in the future: (a) opposed any practice made unlawful or reasonably believed to be unlawful under Title VII; (b) filed a charge of discrimination with the Commission or any fair employment practices agency; (c) was identified as a potential witness for the EEOC in an action; (d) requested and/or received relief in accordance with this Decree; (e) participated in any manner in an action under Title VII or in any investigation giving rise to such action; or (f) asserted any rights under this Decree. In this regard, Defendants shall not take any action against any person(s) which constitutes intimidation, coercion, retaliation, harassment, or interference with the exercise of such person's rights under Title VII because of the filing of Charge Nos. 120-2003-02689, 120-2003-03374, 120-2003-03329, 120-2003-03283 and 120-2003-03283 with the EEOC, which form the basis for this case, or because such person(s) gave testimony or assistance, or participated in any manner in any investigation or proceeding in connection with this case under Title VII.

DURATION OF DECREE

3. This Consent Decree shall be in effect for a period of two (2) years from the date it is entered by the Court.

MONETARY RELIEF

4. Defendant and Dr. Robert Brown shall pay a total of \$55,000.00 (fifty-five thousand dollars) in backpay and compensatory damages, with one third of the monies being denominated as backpay and subject to legally required withholdings. The payment of the monies is to benefit the Charging Parties in amounts designated by the Commission in the payment schedule to be provided to Defendant within three days of the entry of this Decree. Dr. Brown is jointly and severally liable with Defendant for the payment of the \$55,000.
5. The total sum will be paid in seven quarterly payments, six quarterly payments in the amount of \$8,000 and the seventh quarterly payment shall be in the amount of \$7,000. The first payment is due on July 1, 2005, the second payment due on October 1, 2005, the third payment is due on January 1, 2006, the fourth payment is due on April 1, 2006, the fifth payment is due on July 1, 2006, the sixth payment is due on October 1, 2006 and the seventh payment is due on January 1, 2007.
6. All seven payments shall be performed by check made payable to Catherine Kruba, Cathy Chatterton, Lisa Phillips, Nicole Ruble, and Stacey Erisman in amounts designated by the Commission in the payment schedule and mailed by Certified Mail or with Postal Service Certificate of Mailing, to the Charging Parties at their respective addresses provided by the

EEOC. Promptly, a photocopy of the check and/or payroll record sent to each Charging Party shall be sent by first class mail to counsel of record.

7. With respect to any payment that is late, the Defendant and Dr. Robert F. Brown shall owe to the Charging Parties interest which shall accumulate until the date of payment, with the interest rate being the federal judgment rate on the outstanding balance.

EQUITABLE RELIEF: REPORTS TO EEOC OF DISCRIMINATION
ALLEGATIONS AND WITNESSED CONDUCT

8. Any complaints to Defendant of alleged violations of Title VII shall be reported to the Commission's Baltimore Office, to the attention of counsel of record, within ten (10) days of any complaints or reports to managers, supervisors or person designated by Defendant. Defendant will also provide written notification to the Commission's Baltimore Office of the final action taken by Defendant on the complaint.

EQUITABLE RELIEF: POLICIES AND TRAINING

9. Defendant shall continue to adhere to the anti-harassment/anti-discrimination policy adopted in 2004 and any changes to the policy will be provided to the Commission's Baltimore Office, to the attention of counsel of record. Defendant shall provide a copy of this policy to all new employees hired during the operation of this Decree as part of its orientation of new employees. With regard to any persons whom Defendant determines are limited in the ability to read and understand the English language, Defendant shall make all objectively reasonable

efforts to explain the above-referenced policy to such persons by means of communication that such persons understand.

10. Defendants shall require all employees to attend training regarding the requirements of Title VII, with particular emphasis on (a) sex/sexual and retaliatory harassment and other forms of sex/sexual and retaliatory discrimination and (b) taking prompt and effective action to prevent, investigate and correct such harassment and discrimination. Such training is to be not less than three (3) hours in duration and provided by Defendant's counsel at the expense of Defendant, with format and content of training subject to review by the Commission. Twenty (20) days after receiving notice of the Court's entry of this Consent Decree, Defendant shall submit a draft curriculum and any materials to be distributed at such training to counsel of record. EEOC will then notify Defendant within 10 days as to whether its proposal is acceptable. In the event that the proposed course is not acceptable to the EEOC, the parties will confer in good faith and attempt to reach an agreement no later than 5 days after receiving the EEOC's objection. The training must be conducted within 45 days after entry of this Decree. Counsel for Defendant shall provide certification to the Commission's Baltimore Office, to the attention of counsel of record upon completion of the training. The Office Manager will review the harassment policy with all new employees during the employee's orientation.

EQUITABLE RELIEF: POSTING OF NOTICE

11. Upon entry of this Decree, Defendant shall post a copy of the Notice attached as Attachment A in all locations where the Defendant customarily posts notices to its employees. The

Notice shall be posted for a period of two (2) years, with such period commencing upon entry of this Decree. Such Notice shall be typed legibly. In the event that the aforementioned notice becomes defaced, marred or otherwise made unreadable, Defendant shall immediately post a readable copy of Attachment A. A certification of the posting of Attachment A, shall be provided immediately to counsel of record.

DISPUTE RESOLUTION AND COMPLIANCE

12. This Court shall retain jurisdiction to enforce the terms of this Decree and will have all available powers to enforce this Decree, including but not limited to monetary sanctions and injunctive relief.

13. Upon motion of the Commission, this Court may schedule a hearing for the purpose of reviewing compliance with this Consent Decree. Prior to such motion, the Commission shall notify the Defendant, in writing, of the alleged non-compliance. Upon receipt of written notice, Defendant shall have fifteen (15) days to either correct the alleged violation, and so inform the other party, or deny the alleged violation, in writing;
 - A. If the parties remain in dispute they shall attempt in good faith to resolve their dispute;
 - B. If the parties can not in good faith resolve their dispute, the Commission may file with the Court a motion to correct and remedy the breach;
 - C. Each party shall bear its own costs, expenses and attorney's fees incurred in

connection with such action; and

D. Jurisdiction to resolve any dispute arising under this Decree resides in the United States District Court for the District of Maryland.

COURT COSTS AND ATTORNEY FEES

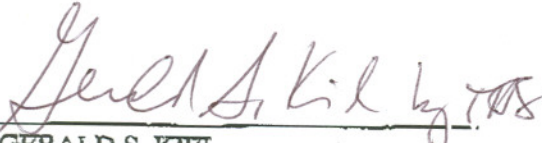
14. Each party shall bear its own court costs and attorneys' fees.

IT IS AGREED:

EQUAL EMPLOYMENT OPPORTUNITY THE FULLERTON ANIMAL HOSPITAL COMMISSION

ERIC S. DREIBAND
General Counsel

JAMES LEE
Deputy General Counsel
GWENDOLYN YOUNG REAMS
Associate General Counsel

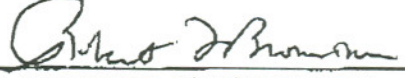

GERALD S. KIEL

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Office #: (410) 962-4207
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ROBERT H. INGLE, III


GORDON FEINBLATT ROTHMAN HOFFBERGER
AND HOLLANDER, LLC
233 East Redwood Street
Baltimore, Maryland 21202
(410) 576-4079 Office
(410) 576-4246 Facsimile

Dated: 6/17/05


DR. ROBERT F. BROWN, DVM,
Individually, jointly and severably with
Fullerton Animal Hospital

Dated: 6/17/05

Dated: _____



TRACY HUDSON SPICER
Supervisory Trial Attorney
EEOC-Baltimore District Office
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Baltimore, MD 21201
Office #: (410) 962-4623
Facsimile #: (410) 962-4270/2817

Dated: 6/17/05

IT IS SO ORDERED:

DATE: _____

HONORABLE J. FREDERICK MOTZ
United States District Judge



EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

POSTED PURSUANT TO AN AGREEMENT BETWEEN THE EEOC AND FULLERTON ANIMAL HOSPITAL

This Notice is being posted pursuant to an Agreement between the Equal Employment Opportunity Commission (EEOC) and Fullerton Animal Hospital (Fullerton).

Sexual harassment is a form of sex discrimination under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e et. seq. Sexual Harassment may be defined as unwanted sexual advances or demands experienced in an employment relationship. The unwanted behavior may include, but is not limited to, verbal abuse and humiliation, leers, indecent suggestions, physical touching and sexual assault. Harassment can be overt or subtle, and behavior that may be appropriate in a non-work setting may be unacceptable in the workplace.

Examples of sexual harassment prohibited by Fullerton's policy include, but are not limited to:

Offensive or unwelcome touching or other physical contact, unwelcome flirtation, We will enforce a policy on sexual

lewd written or spoken words, sexual jokes or graphic depictions of a sexual nature via photographs, pictures, posters, cartoons or email and offensive or sexual suggestive gestures.

Harassment on the basis of sex is a violation of Title VII. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- (1) submission to such conduct is made either explicitly or implicitly a condition of an individual's employment,
- (2) submission or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
- (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

An employee may have a claim of sexual harassment where his or her harassment to prevent sexual

advancement or job security depends on giving in to sexual advances to a supervisor or co-worker or when unwelcome sexual advances, request for sexual favors, or the physical or verbal conduct of a sexual nature by a supervisor or co-worker creates a hostile working environment.

The conduct need not be offensive to all employees or specifically directed at the employee who is complaining to create a sexually hostile work environment.

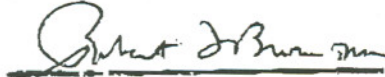
Fullerton Animal Hospital strictly forbids any employee from engaging in any of the above described conduct. Employees who wish to complain about sexual harassment should follow the complaint process set forth in Fullerton's published sexual harassment policy, a copy of which is attached to this notice.

You also have the right to file a charge with the Equal Employment Opportunity Commission, Baltimore District Office, 10 S. Howard Street, 3rd Floor, Baltimore, MD 21201, 410-962-3933.

Date Posted:

Date Expires:

By:



**Dr. Robert F. Brown, DVM
Owner**

Fullerton will not discriminate or retaliate in any manner against any person because of opposition to any practice declared unlawful under Title VII or because of the filing of a charge, the giving of testimony or assistance, or the participation in any investigation, proceeding, or hearing under Title VII.

Fullerton Animal Hospital will ensure that supervisory employees and all other employees abide by the requirements of the company's sexual harassment policy and commit that sexual harassment and retaliation will not be condoned.

A copy of this Notice will be posted in a conspicuous place where employee notices are ordinarily placed and will be replaced if it becomes defaced, marred or otherwise made unreadable.