

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTER DIVISION

DOCKETED
OCT 19 2001

UNITED STATES EQUAL EMPLOYMENT)	
OPPORTUNITY COMMISSION,)	
)	
Plaintiff,)	Civil Action No. 01 C 3840
)	
vs.)	
)	Judge Norgle
PRESS REPUBLICAN NEWSPAPERS, INC.,)	
)	
and)	
)	Magistrate Judge Nolan
LIBERTY GROUP SUBURBAN)	
NEWSPAPERS, INC.)	
)	
Defendants.)	
)	

CONSENT DECREE

The Equal Employment Opportunity Commission (hereafter the "Commission" or "EEOC") filed this action against Press Republican Newspapers, Inc. ("Press") and Liberty Group Suburban Newspapers, Inc. ("Liberty") under Title I of the Americans with Disabilities Act of 1990 (the "ADA"), 42 U.S.C. §12101 *et seq.*, and Title I of the Civil Rights Act of 1991. EEOC alleged that Press failed to reasonably accommodate Karri Christiansen's disability, and instead terminated her because of her disability. Press has denied the allegations. EEOC has alleged that Liberty is the Successor of Press.

The parties have determined to finally resolve this action through entry of this Consent Decree.

Findings

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

1. The Court has jurisdiction of the subject matter of this action and of the parties.

2. The terms and provisions of this Consent Decree are fair, reasonable, equitable and just. The rights of the parties and of Karri Christiansen, are adequately protected by this Consent Decree.

3. This Consent Decree conforms with the Federal Rules of Civil Procedure and the ADA and is not in derogation of the rights and privileges of any person. The entry of this Consent Decree will further the objectives of the ADA and will be in the best interests of Defendants, EEOC, and Karri Christiansen, and in the public interest.

4. Defendant Press Republican, Inc. has represented that it is no longer in business, and has merged into Defendant Liberty Group Suburban Newspapers. As a result, this Consent Decree provides no prospective injunctive relief against Press Republican, Inc. (other than paragraph 6 in regard to monetary relief and exhibit 7 in regard to letter of reommendation). Should it later be determined that Press Republican, Inc. in fact has remained in business, the EEOC may seek additional relief against it, if it proves that Liberty violated the ADA.

5. Defendant Liberty Group Suburban Newspapers, Inc. ("Liberty") has represented that it has adopted, publicized and enforces the non-discrimination policy attached as Exhibit C.

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

6. a. Defendants shall pay to Karri Christiansen \$22,000 in compensatory damages. No deductions for taxes or otherwise shall be made from that amount.

b. Defendants shall also pay Karri Christiansen \$18,000 representing back pay and interest. Defendants may withhold Karri Christiansen's income taxes from the back pay amount, and may also withhold therefrom her share of social security taxes. There shall be no withholding from the back pay amount of Defendants' share of social security taxes, or of any other amounts.

c. Defendants shall pay Karri Christiansen \$1,000 for purposes of retaining counsel to review and advise on signing the release attached as Exhibit A.

d. Within 5 days of receipt of the a release (attached as exhibit A.) signed by Karri Christiansen, Defendants shall deliver to Karri Christiansen at 1035 Superior Street, Two East, Oak Park, IL 60301 a check or checks totaling the above amounts (less the deductions specified above) payable to Karri Christiansen, and shall also provide a copy of said check(s) to Gordon Waldron at EEOC at the address listed below. EEOC is not a party and has not played any role in connection with the negotiation or execution of said release; EEOC has not approved said release, and has not advised Karri Christiansen with respect thereto; Karri Christiansen has been represented with respect to said release by her own private retained counsel.

7. Wayne Woltman, former publisher of Press-Republican, shall within, five days of the signing of this decree, provide Karri Christiansen at the address listed in paragraph 6 a letter of recommendation in a form identical to Exhibit B hereto.

8. EEOC and each Defendant shall bear their own costs and attorneys' fees, provided, however, that nothing herein shall affect the parties' rights under the Stock Purchase Agreement dated July 1, 1999 between Wayne G. Woltman and Liberty, and the indemnification provisions contained therein.

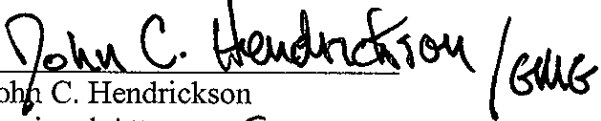
9. EEOC agrees that this Consent Decree fully resolves the claims filed against Defendants in this lawsuit and the Charge of Discrimination filed by Karri Christiansen against Press Republican, Inc, # 210 99 1482.

Agreed


Nicholas M. Inzeo
Acting Deputy General Counsel

Gwendolyn Young Reams
Associate General Counsel

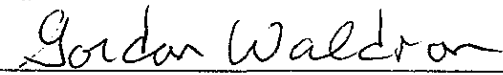
Equal Employment Opportunity Commission
1801 L Street, N.W.
Washington, D.C. 20507




John C. Hendrickson
Regional Attorney



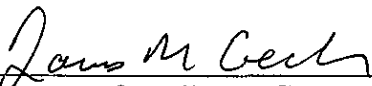
Gregory Gochanpur
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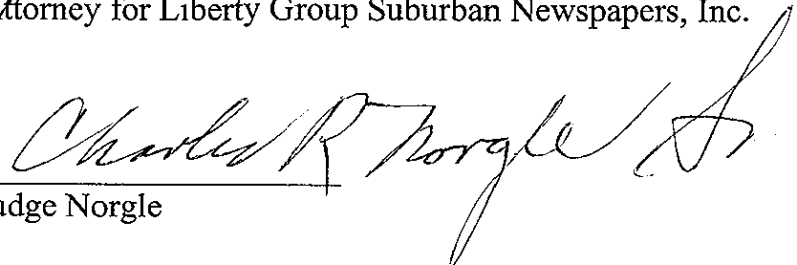


Attorney for Press Republican Newspapers, Inc.



Attorney for Liberty Group Suburban Newspapers, Inc.

Entered: Date: 10/19/01



Judge Norgle

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Exhibit A

GENERAL RELEASE AND WAIVER OF CLAIMS

In consideration for the agreements made by defendants in the Consent Decree entered in the lawsuit styled United States Equal Employment Opportunity Commission, Plaintiff, vs. Press Republican Newspapers, Inc. and Liberty Group Suburban Newspapers, Inc., Defendants, Civil Action No. 01 C 3840, in the U.S. District Court for the Northern District of Illinois, including payment of the gross amount of Forty Thousand Dollars (\$40,000), KARRIE E. CHRISTIANSEN, and anyone claiming through KARRIE E. CHRISTIANSEN, including her spouse, issue, agents, representatives, and assigns (hereinafter collectively referred to as "Christiansen") hereby irrevocably waives, releases, and discharges PRESS-REPUBLICAN NEWSPAPERS, INC. and LIBERTY GROUP SUBURBAN NEWSPAPERS, INC. (and each of their owners, parents, subsidiaries, divisions, affiliated entities, successors, predecessors, assigns, officers, directors, stockholders, employees, attorneys, and agents) from any and all charges, demands, sums of money, damages, grievances, causes of action, and lawsuits of any kind whatsoever, that Christiansen might now have, has had, or claims to have had, or may assert to have accrued, including but not limited to claims arising from, growing out of, or in any way connected with, directly or indirectly, Christiansen's employment relationship with Press-Republican Newspapers, Inc., and the manner, means, or circumstances of Christiansen's separation from employment with Press-Republican Newspapers, Inc., including but not limited to all claims asserted in the above-referenced lawsuit and in the charge filed by Christiansen with the EEOC, styled Karri E. Christiansen, Charging Party, versus Press-Republican Newspapers, Inc., Respondent, EEOC Charge No. 210991482. Christiansen acknowledges that she has had an opportunity to secure the services of an attorney to advise Christiansen of the nature of the rights that Christiansen waives in this General Release and Waiver of Claims, and Christiansen further represents that she has read the terms of this General Release and Waiver of Claims, has had sufficient time to consider executing it, knows and understands the rights that she is waiving and the terms and consequences of her execution of this General Release and Waiver of Claims, and further represents and acknowledges that she executes this General Release and Waiver of Claims knowingly, voluntarily, in good faith, with a genuine intent to waive the rights identified herein, and that she has not been subjected to any duress, coercion, fraud, overreaching, or exploitation.

KARRIE E. CHRISTIANSEN

Date

Exhibit B (Letter of Recommendation)

To Whom It May Concern:

Re: Karri Christiansen

While I was the principal owner and publisher of Press-Republican Newspapers, Inc., Press-Republican twice employed Karri Christiansen, first as a general assignment reporter between 1991 and 1993, and more recently as news editor from 1998 to 1999. As news editor, Karri was responsible for coordinating all front section news coverage in Press-Republican's Geneva, Batavia, and St. Charles papers. Her duties included hiring and training reporters and editors, editing copy for style and substance, writing news stories, and helping to coordinate regional news. While employed by Press-Republican, Karri demonstrated her abilities as a good writer, a good editor, and an able newsroom reporter.

Sincerely,

Wayne G. Woltman

Exhibit C

EQUAL EMPLOYMENT OPPORTUNITY POLICY AND INTERNAL COMPLAINT PROCEDURE

The Company is committed to maintaining a workplace free from prohibited employment conduct, including discrimination or harassment on the basis of any characteristic protected by law; retaliation for engaging in protected activity; and failure to provide reasonable accommodation for disability or religion. The Company provides an Internal Complaint Procedure (explained below) through which employees (including former employees) should bring reports if they feel that the Company has not fulfilled this commitment. The Company will not tolerate retaliation against any employee who makes a good faith report under this policy.

Employment Discrimination

The Company is committed to maintaining a workplace free of discrimination on the basis of any protected characteristic, including race, color, national origin, sex, age, religion, or disability (hereinafter called "Protected Characteristics"), and will take appropriate measures to prevent and/or stop it. Employment discrimination occurs when an employee is adversely affected with respect to any term or condition of employment (including hiring, compensation, advancement, discipline, or termination) because of a Protected Characteristic. Any employee who is aware of any conduct that may violate this policy should promptly report the conduct using the Internal Complaint Procedure.

Sexual and Discriminatory Harassment

The Company will not tolerate harassment based on any Protected Characteristic, and will take appropriate measures to prevent and/or stop any such harassment. Any individual who is aware of any conduct that may violate this policy should promptly report the conduct using the Internal Complaint Procedure.

Harassment is broadly defined as any conduct, whether verbal or physical, that denigrates, insults, or offends a person or group on the basis of a Protected Characteristic where:

- (1) submission to such conduct is made an explicit or implicit term or condition of employment;
- (2) submission to or rejection of such conduct is used as a basis for any employment decision; or
- (3) such conduct has the purpose or effect of interfering with an employee's work performance or creating an intimidating, offensive or hostile working environment.

1. Sexual Harassment. Sexual harassment in violation of this policy includes, but is not limited to:

- Sexually suggestive or vulgar comments or jokes; inappropriate comments about another person's sexual behavior or body; or insulting or ridiculing an employee because of his or her gender.

- Improper or intrusive questions or comments about an employee's romantic or sexual experiences or preferences; or unwelcome or offensive sexual flirtations, propositions, advances, or requests.
- Using, displaying or communicating sexually suggestive or offensive words, objects, pictures, calendars, cartoons, articles, letters, e-mail messages, computer programs or Internet sites.
- Making or threatening undesired physical contact (such as touching, embracing, or pinching) or impeding another's movements in a deliberate manner.
- Offering or providing employment benefits in return for sexual favors or an employee's agreement to provide sexual favors; or taking or threatening to take adverse action against an employee because the employee rejects requests for sexual favors.

2. Discriminatory Harassment. Discriminatory harassment in violation of this policy includes, but is not limited to:

- Comments or jokes that denigrate, insult, offend, or ridicule based on a Protected Characteristic.
- Creating a hostile work environment or otherwise singling out an individual for abusive conduct based on that individual's Protected Characteristic.
- Using, displaying or communicating words, objects, pictures, calendars, cartoons, articles, letters, e-mail messages, computer programs or Internet sites that denigrate, insult, offend or ridicule based on a Protected Characteristic.

Retaliation

The Company will not tolerate retaliation against any employee who seeks to enforce his or her right to work in an environment free of unlawful discrimination or harassment or who makes a good faith report under the Internal Complaint Procedure. Any employee who is aware of any conduct that may violate this policy should promptly report the conduct using the Internal Complaint Procedure.

Retaliation includes the following prohibited acts:

- Taking or threatening to take adverse action against an employee because he or she has made a good faith report or complaint about discrimination, sexual harassment, discriminatory harassment or retaliation; because he or she has participated or assisted in an investigation of an alleged violation of this policy; or

because he or she has otherwise sought to enforce his or her rights under any employment law.

- Threatening to take adverse action against an employee unless he or she agrees not to make a report about discrimination, sexual harassment, discriminatory harassment, or retaliation, participate in an investigation of an alleged violation of this policy, or conceal the truth in such an investigation.

Reasonable Accommodation

The Company is committed to providing reasonable accommodation to enable qualified employees with disabilities to perform the essential functions of their jobs. Depending on the circumstances, reasonable accommodation may include modifying the work environment, making facilities accessible, restructuring a job, adjusting work schedules, granting leave, or other measures.

The Company is also committed to providing reasonable accommodation of an employee's sincere religious observances and beliefs that conflict with normal job requirements.

Any employee who believes he or she needs accommodation based on disability or religion is responsible for bringing the matter to the attention of the Publisher at the location where he or she works or the Director of Human Resources, Maureen Wurfel. In the case of disability, the employee may be required to provide medical documentation establishing the existence of a disability, any job-related restrictions, and the estimated length of time for which accommodation is needed. The Company will keep all medical information confidential to the greatest extent practicable.

Any employee who believes he or she has been denied reasonable accommodation should promptly notify management pursuant to the Internal Complaint Procedure.

Internal Complaint Procedure

Any employee who believes that a violation of this policy has occurred, whether by a supervisor, manager, co-worker, subordinate or other person, should immediately inform the Publisher at the location where he or she works or the Director of Human Resources, Maureen Wurfel.

All reports will be referred to the Publisher for investigation, review or other appropriate action. The Publisher or his/her designee will conduct a prompt, thorough investigation or review of the report to determine what has happened. All facts concerning any report (including the identities of the complaining party, the person alleged to have violated this policy, and other witnesses) will be kept confidential from anyone who does not have a legitimate reason to know about them, subject to management's need to investigate and take appropriate remedial measures.

If the Company concludes that this policy has been violated, it will take prompt corrective action reasonably designed to end the violation and to prevent any further violations from occurring. Such corrective action may include disciplinary action against anyone found to have violated this policy, up to and including immediate termination of employment.

After the Company has completed its investigation or review and determined whether this policy has been violated, it will advise the complaining party of the results of the investigation or review and the corrective action, if any, that is being taken as a result.

If you have any questions about this policy, please contact the Director of Human Resources, Maureen Wurfel.