

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

FILED

JUL 14 2006

JUDGE PHILIP C. REINHARD
UNITED STATES DISTRICT COURT

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

and MARGARET LEVINE,

Plaintiff-Intervenor,

v.

RANGER ENTERPRISES, INC. and
REOPCO, INC.,

Defendants.

No. 05 C 50184

Hon. Judge Reinhard
Magistrate Judge Mahoney

IMAGED

CONSENT DECREE

THE LITIGATION

1. Plaintiff Equal Employment Opportunity Commission (the "EEOC") filed this action alleging that Defendants, Ranger Enterprises, Inc. and Reopco, Inc. (collectively "Defendants"), violated Section 703(a) of Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), 42 U.S.C. § 2000e-2(a) by discriminating against Margaret Levine, ("Plaintiff-Intervenor" or "Levine"). Specifically, the EEOC alleged that Defendants, violated Title VII by discharging Levine due to her religion, non-Christian/Jewish, and that Defendants discharged Levine in retaliation for her resisting religious overtures and asking not to receive e-mails with religious content. On December 5, 2005, Margaret Levine filed a Complaint on her own behalf as Plaintiff-Intervenor. Defendants filed an answer in which they denied these allegations.

2. In the interest of resolving this matter, and as a result of having engaged in comprehensive settlement negotiations, the parties have agreed that this action should be finally

resolved by entry of this Consent Decree (hereafter "Decree"). This Decree fully and finally resolves any and all issues and claims arising out of the Complaints filed by the EEOC and Plaintiff-Intervenor in this action. Nothing in this Decree shall be construed as an admission by any party of liability or non-liability with respect to any claims or defenses raised in the lawsuit.

FINDINGS

3. Having carefully 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.

b. The terms of this Decree are adequate, fair, reasonable, equitable, and just. The rights of the parties and the public interest are adequately protected by this Decree.

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 and the public.

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

NON-DISCRIMINATION

4. Defendants, their officers, agents (including management personnel), successors, and assigns are enjoined from discriminating on the basis of religion.

5. Defendants shall continue to post their policies prohibiting religious discrimination on the bulletin board in the kitchen of their headquarters in Rockford, Illinois, and shall continue to distribute the policy to employees through employee handbooks.

NON-RETALIATION

6. Defendants, its officers, agents, employees, successors, assigns and all persons acting in concert with it shall not engage in any form of unlawful retaliation against any person because such person has 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 this Decree.

MONETARY AND OTHER RELIEF FOR CHARGING PARTY

7. a. Within ten (10) business days after entry of this Decree, Defendants shall pay, pursuant to the provisions of this Decree and of a separate Settlement Agreement and General Release entered into on July 10, 2006, (1) to Levine, the sum of twenty thousand dollars (\$20,000.00), less the employee share of applicable withholdings for payment of taxes, and (2) to her attorney, the sum of ten thousand dollars (\$10,000.00). Levine has intervened herein and has been represented in connection with this case and the Settlement Agreement and General Release by her own private counsel.

b. As provided in the Settlement Agreement and General Release entered into on July 10, 2006, Defendants shall provide Levine with a neutral reference in the event that any prospective employer makes inquiries of Defendants regarding Levine.

POSTING OF NOTICE

8. Within five (5) business days after entry of this Decree, Defendants shall post a same-sized copy of the Notice attached as Exhibit A to this Decree on the bulletin board located in the kitchen of their headquarters in Rockford, Illinois. The Notice shall remain posted for two (2) years from the date of entry of this Decree. Defendant shall take all reasonable steps to ensure that the posting is not altered, defaced or covered by any other material. Defendants shall

certify to the EEOC in writing within ten (10) business days after entry of the Decree that the Notice has been properly posted. Defendants shall permit a representative of the EEOC to enter Defendants' premises for purposes of verifying compliance with this Paragraph at any time during normal business hours without prior notice.

RECORD KEEPING

9. For a period of two (2) years following entry of this Decree, Defendants shall maintain and make available for inspection and copying by the EEOC records of each complaint, whether made of formally or informally, to any supervisor, manager or member of the human resources staff, by any employee of Defendants regarding or touching upon religious discrimination or the receipt of communications with religious content. These records shall include individual's name, address, telephone number, complaint, actions taken by Defendants to resolve the complaint, and resolution of the complaint.

10. Defendants shall make all documents or records referred to in Paragraph 9, above, available for inspection and copying within five (5) business days after the EEOC so requests. In addition, Defendants shall make available, within five (5) business days after a request by the EEOC, all persons within its employ whom the EEOC requests for purposes of verifying compliance with this Decree and shall permit a representative of the EEOC to enter Defendants' premises for such purposes. Nothing in this paragraph shall be deemed to constitute a waiver of the attorney-client privilege.

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

REPORTING

12. Defendants shall furnish to the EEOC the following written reports semi-annually for a period of two (2) years following entry of this Decree. The first report shall be due six (6) months after entry of the Decree. The final report shall be due twenty-two (22) months after entry of the Decree, two months before the expiration of the Decree. Each such report shall contain:

a. A detailed summary of the records kept pursuant to paragraph 9, above, occurring within the six month period preceding the report;

b. A certification by Defendants that the Notice required to be posted in Paragraph 8, above, remained posted during the entire six (6) month period preceding the report.

DISPUTE RESOLUTION

13. In the event that either party to this Decree believes that the other party has failed to comply with any provision(s) of the Decree, the complaining party shall notify the other party of the alleged non-compliance and shall afford the alleged non-complying party ten (10) business days to remedy the non-compliance or to 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 ten (10) business days, the complaining party may apply to the Court for appropriate relief.

DURATION OF THE DECREE AND RETENTION OF JURISDICTION

14. 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 two (2) years immediately following entry of the Decree, provided, however, that if, at the end of the two (2) year period, any disputes under Paragraph 11, 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

15. Each party to this Decree shall bear its own expenses, costs and attorneys' fees. The terms of this Decree are and shall be binding upon the present and future representatives, agents, directors, officers, assigns, and successors of Defendants. Defendants will provide a copy of this Decree to any organization which proposes to acquire or merge with Defendants, or either of them, prior to the effectiveness of any such acquisition or merger. In the event that Defendants, or either of them, are acquired by or merge with another organization, Defendants shall notify EEOC of this fact, in writing, within ten (10) days of such acquisition or merger. This paragraph shall not be deemed to limit any remedies available in the event of any finding by the Court of contempt for a violation of this Decree.

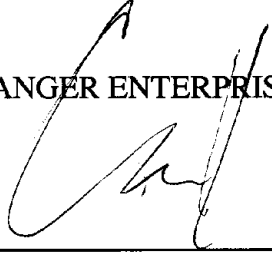
16. When this Decree requires the submission by Defendants of reports, certifications, notices, or other materials to the EEOC, they shall be mailed to: Ranger Settlement, c/o Ethan M. M. Cohen, Trial Attorney, Equal Employment Opportunity Commission, 500 West Madison Street, Suite 2800, Chicago, Illinois, 60661. When this Decree requires submission by the EEOC of materials to Defendants, they shall be mailed to: Christian Poland, Bryan Cave LLP, 161 N. Clark St., Suite 4300, Chicago, IL 60601-3315.

For the EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
1801 L Street, N.W.
Washington, D.C. 20507

James L. Lee
Deputy General Counsel

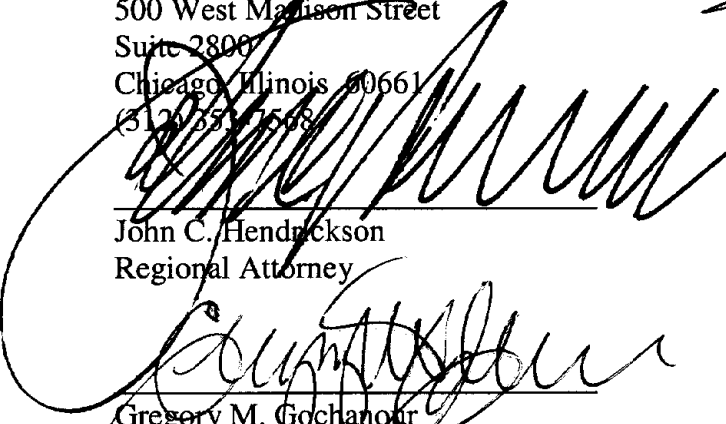
Gwendolyn Young Reams
Associate General Counsel

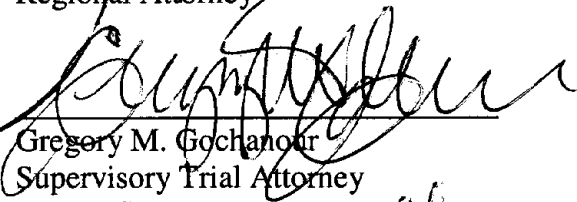
For RANGER ENTERPRISES and REOPCO:


Christian Poland
Bryan Cave LLP
161 N. Clark St., Suite 4300
Chicago, IL 60601-3315

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

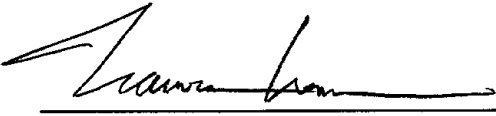
500 West Madison Street
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Chicago, Illinois 60661
(312) 353-1568


John C. Hendrickson
Regional Attorney


Gregory M. Gochanour
Supervisory Trial Attorney


Ethan M. M. Cohen
Trial Attorney

For MARGARET LEVINE:


Kamran Memon
200 S. Michigan, #1240
Chicago, IL 60604

DATE: July 19, 2006

ENTER:



The Honorable Philip G. Reinhard
United States District Judge

EXHIBIT A

NOTICE TO ALL RANGER ENTERPRISES & REOPCO EMPLOYEES

This Notice is being posted pursuant to a Consent Decree entered by the federal court in EEOC v. Ranger Enterprises, Inc. and Reopco, Inc., No. 05 C 50184 (N.D. Ill.), settling a lawsuit filed by the Equal Employment Opportunity Commission ("EEOC") against Ranger Enterprises and Reopco, (collectively "Defendants"). Settlement of this case should not be construed as an admission by any party of liability or non-liability with respect to any claims or defenses raised in the lawsuit.

In its suit, the EEOC alleged that Defendants discharged a former employee due to her religion. EEOC also alleged that Defendants retaliated against the former employee for resisting religious overtures and asking not to receive e-mails with religious content. These allegations were denied by Defendants.

To resolve the case, Defendants and the EEOC have entered in to a Consent Decree which requires, among other things, that:

- 1) Defendants will pay back wages and attorneys fees to a former employee;
- 2) Defendants will not discriminate on the basis of religion;
- 3) Defendants will not retaliate against any person because s/he opposed any practice made unlawful by Title VII, filed a Title VII charge of discrimination, participated in any Title VII proceeding, or asserted any rights under the Consent Decree.

The EEOC enforces the federal laws against discrimination in employment on the basis of religion, race, color, national origin, sex, age and disability. If you believe you have been discriminated against, you may contact the EEOC at (312) 353-8195. The 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 two 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: Ranger Settlement, EEOC 500 West Madison Street, Suite 2800, Chicago, Illinois 60661.

July 19, 2006
Date

Philip G. Reinhard
The Honorable Philip G. Reinhard
United States District Judge