

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	
)	
Plaintiff,)	
and JENNIFER HULAHAN,)	
)	
Intervenor,)	
)	CIVIL ACTION NO. 04-2586
v.)	(DMC)
)	
JAMES G. KENNEDY & COMPANY, INC.,)	
)	
Defendant.)	

CONSENT DECREE

This Consent Decree is entered into by the Plaintiff, the United States Equal Employment Opportunity Commission (the "EEOC" or the "Commission") and the Defendant, James G. Kennedy & Company, Inc., its directors, officers, agents, employees, successors or assigns.

The Commission filed this action on June 3, 2004, in the United States District Court for the District of New Jersey to enforce the provisions of Title VII of the Civil Rights Act of 1964, as amended, and Title I of the Civil Rights Act of 1991, 42 U.S.C. § 2000e, *et. seq* ("Title VII"). The EEOC alleged that Defendant violated Title VII by failing to take prompt effective action to remedy the sexually hostile work environment created for Jennifer Hulanhan by Vice President Jack Piccolomini. James G. Kennedy & Company, Inc., denied the allegations.

As a result of settlement discussions, and in an attempt to avoid further litigation costs, the parties to this action do hereby agree to entry of this Consent Decree (hereinafter referred to as the "Decree") which shall resolve fully and finally all claims which were raised by the EEOC in its

Complaint filed on behalf of Ms. Hulahan. It is the intent of the parties that this Decree shall be a final and binding settlement between the parties signatory hereto, their successors and assigns, in full disposition of all claims alleged in the Commission's Complaint against James G. Kennedy & Company, Inc.

The Parties hereby agree that:

1. This Decree is entered into in compromise of the claims asserted in this civil action. Defendant denies any and all liability in this action and this Decree shall not be construed as an admission of liability by James G. Kennedy & Company.

2. The EEOC is the agency of the United States government authorized by Congress to investigate allegations of unlawful employment discrimination, to bring civil actions based upon these allegations of unlawful practices, and to seek relief for individuals affected by such practices.

3. The parties stipulate that, pursuant to Title VII and 28 USC § 1331, the United States District Court for the District of New Jersey has jurisdiction over both the subject matter and the parties in this case.

NON-DISCRIMINATION

4. James G. Kennedy & Company agrees to (i) comply fully with all of the provisions of Title VII, and (ii) will avoid engaging in any employment practice which operates to harass individuals or deny equal employment opportunity based on sex in violation of Title VII.

NON-RETALIATION

5. James G. Kennedy & Company agrees that it shall not engage in any employment practice which retaliates in any manner against any person because of the filing of a charge, the giving of testimony or assistance, or participation in any investigation, hearing or proceeding under

Title VII.. Nothing in this Consent Decree, either by inclusion or exclusion, shall be construed to limit James G. Kennedy & Company's obligation not to retaliate as required by Title VII .

DURATION OF THE DECREE

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

MONETARY COMPENSATION

7. James G. Kennedy & Company agrees to monetary compensation to Jennifer Hulahan in the amount of \$125,000.000 to resolve this matter. The monetary relief for Ms. Hulahan will be sent to her legal representative, as follows: Ms. Jennifer Hulahan, c/o Frances Farber-Walter, Esquire, Deutsch Resnick, P.A., One University Plaza - Suite 305, Hackensack, NJ 07601. This amount will be paid within thirty days of whichever of the following events is later: the date the Court enters this Decree, or the date a Release have been received by Defendant, from Ms. Hulahan in a form mutually agreeable to her and to Defendant and the filing of a Stipulation of Dismissal with Prejudice by Ms. Hulahan. The check shall be sent to Ms. Hulahan's legal representative by United States certified mail, or express mail carrier, with a photocopy mailed to Cynthia A. Locke at EEOC's Philadelphia District Office.

8. In order to receive the monetary relief set forth above, Ms. Hulahan will be required to execute a Release in a form mutually agreeable to her and to Defendant.

EQUITABLE RELIEF

9. James G. Kennedy & Company agrees to the following injunctive relief:

SEXUAL HARASSMENT POLICY

(A) As part of the resolution of this case, James G. Kennedy has established a sexual

harassment policy. This policy includes a definition of “sexual harassment” and examples of conduct that may constitute sexual harassment. The policy sets forth a procedure for employees to report alleged violations of the policy and identifies the job categories of the individuals to whom an employee can report such violations. The policy also provides that an individual who reports incidents, which, in good faith, the employee believes to be violations of this policy, or who is involved in the investigation, will not be subject to reprisal or retaliation. James G. Kennedy shall post this policy in all locations where employee notices are regularly posted..

REPORTING

(B) James G. Kennedy & Company agrees that effective immediately as of the date of the entry of this Decree, every six months for a period of one (1) year, it will provide a written report to the Commission listing all employee complaints of sexual harassment that it received during the prior six (6) months, which will include the following:

(1) copies of all employee complaints of sexual harassment which will include identification of the complainant, and materials documenting (i) all investigative efforts by James G. Kennedy & Company’s supervisors, human resource personnel, labor relations personnel, and managers into each such complaint, and (ii) the result of the investigation, including any remedial measures undertaken by James G. Kennedy & Company if warranted, to correct any discrimination found, and documentation of the resolution of each complaint, including any reports or conclusions reached.

POSTING OF NOTICE

10. James G. Kennedy & Company agrees that it shall post a copy of the Notice attached as Exhibit A in all locations at its offices where employee notices are regularly posted. The Notice

shall be posted for two (2) years from the date this Decree is entered by the Court. Should the posted copy of the Notice become defaced, marred or otherwise made unreadable, James G. Kennedy & Company agrees to immediately post a readable copy of the Notice.

TRAINING

11. James G. Kennedy & Company agrees that it will conduct training on Title VII, and specifically, sexual harassment, gender discrimination, and retaliation, and its agreement to investigate all employee complaints of discrimination, within 120 days of the date of this Decree. The training will be mandatory for all managers, supervisors, and other persons with supervisory authority over other employees, regarding their obligations under Title VII. This training will be conducted within one hundred and twenty days of the entry of the Consent Decree. James G. Kennedy & Company agrees that within fourteen (14) days of each training session given, it will provide written verification to the Commission of the date(s) that the training was conducted, will provide an outline of the topics covered; will identify the instructors who provided the training and their qualifications, and the duration of the training.

LETTER OF REFERENCE

12. Defendant shall provide to Jennifer Hulanah, within fourteen (14) working days of the entry of this Consent Decree, a letter of reference signed by a company official stating the time period of Ms. Hulanah's employment by Defendant, positions held and last salary received. Defendant will also provide to Ms. Hulanah within fourteen (14) working days of the entry of this Consent Decree, the identity of a reference person who will provide the above-stated information verbally by telephone to any prospective employer of Ms. Hulanah who contacts the company.

DISPUTE RESOLUTION AND COMPLIANCE

13. In the event that the EEOC determines that a violation of this Decree has occurred, it will, before exercising any remedy provided by law, inform James G. Kennedy & Company as to the alleged violations and the parties will attempt to resolve the dispute for thirty days prior to notifying the Court.

MISCELLANEOUS

14. Nothing in this Decree, either by inclusion or exclusion, shall be construed to limit James G. Kennedy & Company's obligations under Title VII or the EEOC's authority to process or litigate any charge of discrimination that may be filed against James G. Kennedy & Company in the future. EEOC represents that it has completed its processing of Charge No 171-2003-01042. and that no further action will be taken except as set forth in this Consent Decree.

15. The terms of the Decree are and shall be binding upon the present and future employees, agents, trustees, administrators, successors, representatives, and assigns of James G. Kennedy & Company.

16. When this Decree requires the submission by James G. Kennedy & Company of any documents to the Commission, if not otherwise indicated in the Decree or Attachments, they shall be mailed by certified mail to the Cynthia A. Locke, Trial Attorney, Philadelphia District Office, 21 S. 5th Street, The Bourse, Suite 400, Philadelphia, PA. 19106.

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

18. This Consent Decree shall be filed in the District Court for the District of New Jersey.

19. The Court shall retain jurisdiction over this case for two years in order to enforce the provisions of this decree, should this become necessary.

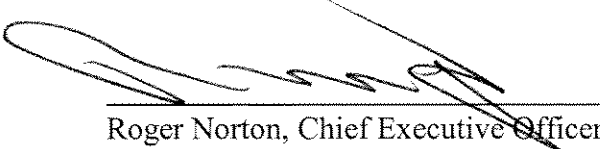
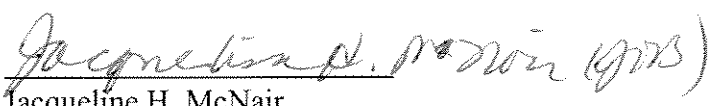
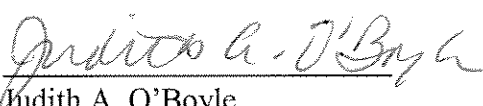
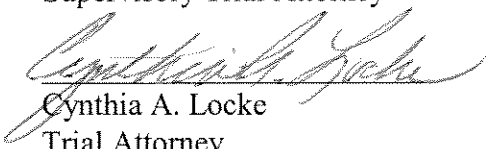
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION:

Eric S. Dreiband
General Counsel

James L. Lee
Deputy General Counsel

Gwendolyn Young Reams
Associate General Counsel
Washington, D.C.

JAMES G. KENNEDY & COMPANY:


Roger Norton, Chief Executive Officer
James G. Kennedy & Co., Inc
215 E. 38th Street
New York, NY 10016
Jacqueline H. McNair
Regional Attorney
Judith A. O'Boyle
Supervisory Trial Attorney
Cynthia A. Locke
Trial Attorney

U.S. EEOC
Philadelphia District Office
21 S. 5th Street, Suite 400
Philadelphia, PA 19106
(215) 440-2683

APPROVED AND SO ORDERED:

DATE:

7/6/05


HONORABLE DENNIS M. CAVANAUGH

EXHIBIT A

NOTICE

This Notice is posted as part of a settlement reached in the matter of EEOC v. James G. Kennedy & Co., Inc., C.A. No. 04-2586, in the United States District Court, District of New Jersey. The EEOC filed this action to enforce provisions of Title VII of the Civil Rights Act of 1964 (Title VII).

Title VII prohibits discrimination against employees and applicants for employment based upon their race, color, sex, religion, or national origin. Title VII further prohibits retaliation against employees or applicants who avail themselves of their rights under Title VII by engaging in protected activities, such as filing a charge of discrimination or testifying or participating in an EEOC investigation. THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC) is the federal agency which investigates charges of discrimination and, if necessary, brings lawsuits in the federal district courts to enforce Title VII.

The EEOC alleged that Defendant James G. Kennedy & Co., Inc. ("J. G. Kennedy") violated Title VII. Specifically, the EEOC alleged that J. G. Kennedy failed to take prompt effective action to correct the sexually hostile work environment created in its New Jersey business operations when a former Vice President repeatedly sexually harassed a female employee. J. G. Kennedy denies these allegations.

J. G. Kennedy fully supports and will comply with Title VII in all respects. J. G. Kennedy will not engage in any employment practice that denies equal opportunities in employment in violation of Title VII. J. G. Kennedy does not condone or permit harassment or discrimination based on any protected classification, including gender. Furthermore, in accordance with Title VII, J. G. Kennedy will not take any action against any employee or applicant for employment because he or she has exercised any right under Title VII, including the filing of a charge of discrimination or the reporting of harassment.

This Notice will remain posted at the offices of J. G. Kennedy for a period of two years on all bulletin boards where announcements are normally posted for the benefit of employees. This Notice demonstrates that J.G. Kennedy has a continued interest in maintaining a workplace free from discrimination and harassment.

THIS NOTICE MUST NOT BE DEFACED OR REMOVED AND MUST REMAIN POSTED FOR TWO YEARS FROM THE DATE SET FORTH BELOW.

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

JAMES G. KENNEDY & CO., INC.

Date Posted: _____, 2005