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U.S. Equal Employment Opportunity Commission  
Philadelphia District Office  
21 South Fifth Street, Suite 400  
Philadelphia, PA 19106-2515  
Woody Anglade  
Attorney for Plaintiff

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA**

**EQUAL EMPLOYMENT OPPORTUNITY )  
COMMISSION AND GERALD FLANAGAN, )**

**Plaintiffs, )**

**v. )**


**CREATIVE PLAYTHINGS, INC., )**

**Defendant. )**

**Civil Action No. 04-3243 (AB)**

**FILED**

SEP 13 2005

MICHAEL E. KUNZ, Clerk  
By  Dep. Clerk

**CONSENT DECREE**

**INTRODUCTION**

A. This action was instituted by the United States Equal Employment Opportunity Commission (the "EEOC" or the "Commission") on or about July 9, 2004, against Creative Playthings, Inc. under Title VII of the Civil Rights Act of 1964 and Title 1 of the Civil Rights Act of 1991 ("Title VII"). The EEOC alleged that Defendant Creative Playthings, Inc., ("Creative Playthings" or "Defendant"), retaliated against Gerald Flanagan on July 5, 2002, when it terminated his employment as a District Manager because he had engaged in protected activity when he opposed employment practices he believed to be discriminatory under Title VII. The Commission further alleged that Defendant subjected a class of Black and Hispanic employees to differential terms and conditions of employment, when they were not hired or promoted for available positions,

and when they were subjected to a hostile work environment based on their race and/or national origin. The EEOC also alleged that as a result of the discrimination, Mr. Flanagan and a class of Black and Hispanic minority employees suffered back pay and emotional distress damages.

B. This Consent Decree is entered into by the EEOC and Defendant Creative Playthings. This Consent Decree shall be final and binding between the EEOC and Defendant Creative Playthings, its directors, officers, agents, employees, successors or assigns and all persons in active concert or participation with it, (hereinafter collectively referred to as ("Creative Playthings," "Creative Playthings, Ltd." or "Defendant").

C. The Commission and Defendant do hereby agree to the entry of this Consent Decree, which shall fully and finally resolve all claims which were raised by the EEOC in its Complaint in Civil Action No. 04-CV-3243. This Consent Decree shall not constitute an adjudication of or finding on the merits of the case and shall not be construed as a violation of Title VII by Defendant, which in fact Defendant denies.

### **CONSENT DECREE**

Upon consent of the parties to this action, it is hereby ORDERED, ADJUDGED and DECREED that:

### **NON-DISCRIMINATION AND NON-RETALIATION**

- I. This Court has jurisdiction over the parties and the subject matter of this action.
2. Defendant is enjoined from engaging in any employment practice which constitutes unlawful discrimination under Title VII. Specifically, Defendant is enjoined from creating, fostering or tolerating a work environment which discriminates based on race and/or national origin. Defendant is also enjoined from failing to promote qualified minority employees to

available positions based on race and/or national origin.

3. Defendant is enjoined from engaging in any employment practices which retaliate in any manner against any person, including but not limited to, Gerald Flanagan, Vamar Franklin, and the class of four (4) aggrieved individuals as identified in Exhibit 1, because of that person's opposition to any practice alleged or believed to be unlawful under Title VII, or because of the filing of a charge, the giving of testimony or assistance, or the participation in any manner in any investigation, hearing or proceeding under Title VII.

4. Defendant shall not divulge, directly or indirectly, except as required by law, to any employer or potential employer of the individuals listed in Paragraph 3, any of the facts or circumstances related to the charge of discrimination against Defendant, or any of the events relating to their participation in the litigation of this matter.

5. Creative Playthings shall expunge from the personnel files of Gerald Flanagan, Vamar Franklin, and the class of four (4) aggrieved individuals as identified in Exhibit 1, any documents, pleadings, correspondence and related papers pertaining to the charge of discrimination filed by Mr. Flanagan with the Commission.

6. Defendant shall comply fully with all provisions of Title VII. Nothing in this Consent Decree, either by inclusion or exclusion, shall be construed to limit the obligations of Defendant under Title VII or the EEOC's authority to process or litigate any charge of discrimination which may be filed against Creative Playthings in the future.

**MONETARY RELIEF**

**Gerald Flanagan**

7. Defendant agrees to pay monetary relief in the total amount of \$150,000 to Gerald Flanagan, in full settlement of the claims against Defendant which were raised in the Commission's Complaint. Total attorneys' fees to be subtracted from the \$150,000 amount equals \$53,640, and will be dispensed directly payable to Mr. Flanagan's counsel, Robert J. Dudash. Monetary relief shall be paid over a three (3) year period, specifically the monetary relief will be paid in the following structured manner: on or before September 9, 2005, Creative Playthings will pay Gerald Flanagan \$46,334 (Forty-Six Thousand, Three Hundred Thirty Four Dollars), and Robert J. Dudash \$28,666 (Twenty-Eight Thousand, Six Hundred Sixty-Six Dollars); on or before September 9, 2006, a second payment to Gerald Flanagan of \$25,013 (Twenty-Five Thousand, Thirteen Dollars), and Robert J. Dudash \$12,487 (Twelve Thousand, Four Hundred Eighty-Seven Dollars); and a final payment to Gerald Flanagan of \$25,013 (Twenty-Five Thousand, Thirteen Dollars), and Robert J. Dudash \$12,487 (Twelve Thousand, Four Hundred Eighty-Seven Dollars), on or before September 9, 2007. If Creative Playthings does not make all payments as designated in the manner set forth in this Paragraph, the Court will enter a judgment for the entire amount remaining due, plus attorneys fees, costs, and interest to be paid at the legal rate, compounded daily. The checks will be mailed to Robert J. Dudash, Esq. at the Law Offices of Robert J. Dudash, Esq., 5030 State Road, Suite 2-600, Drexel Hill, PA 19026. Defendant will mail a photocopy of each check to the EEOC, to the attention of Woody Anglade, Trial Attorney, EEOC, The Bourse, 21 South Fifth Street, Suite 400, Philadelphia, PA 19106-2515, within five days of the date of mailing of the check to Mr. Dudash, Esq. In order to receive the monetary relief, Mr. Flanagan must execute a release which will be forwarded by Creative Playthings to Mr. Flanagan's private attorney, Robert J. Dudash, Esq. Please note that late payments will be subject to the accrual of

interest on the unpaid amount, calculated pursuant to 28 U.S.C. § 1961.

### **The Class**

8. Defendant Creative Playthings agrees to pay monetary relief in the total amount of \$125,000 to Vamar Franklin and a class of four (4) aggrieved individuals as identified in Exhibit 1, in full settlement of the claims against Defendant which were raised in the Commission's Complaint. The monetary relief will be paid in the following structured manner: by September 9, 2005, Creative Playthings, after receipt of executed releases discussed during the August 25, 2005 Settlement Conference and the Court's entry of the Consent Decree, will pay Vamar Franklin and each of the identified class-members a total<sup>1</sup> of \$50,000 (Fifty Thousand Dollars); on or before September 9, 2006, a second payment of \$37,500 (Thirty-Seven Thousand, Five Hundred Dollars) shall be paid to the Vamar Franklin and the class; and a final payment of \$37,500 (Thirty-Seven Thousand, Five Hundred Dollars) shall be paid to Vamar Franklin and the class on or before September 9, 2007. If Creative Playthings does not make all payments as designated in the manner set forth in this Paragraph, the Court will enter a judgment for the entire amount remaining due, plus attorneys fees, costs, and interest to be paid at the legal rate, compounded daily. The checks will be mailed to Mr. Franklin and the class of individuals at the addresses provided by the EEOC, and for purposes of timeliness, payments are considered made on the date the checks are mailed to the addresses provided by the EEOC. Defendant will mail a photocopy of each check to the EEOC, to the attention of Woody Anglade, Trial Attorney, EEOC, The Bourse, 21 South Fifth Street, Suite 400, Philadelphia, PA 19106-2515, within five days of the date of mailing of the checks to Mr. Franklin and the class-members. In order to receive the monetary relief, Mr. Franklin and the class

members must first each execute a release as discussed above and the said original executed release must be in the possession of Creative Playthings and/or its attorneys. If the original executed release of Vamar Franklin or any class member is received by Creative Playthings and/or its attorneys on or after September 9, 2005, Creative Playthings will have two business days from the date the release is received to mail the check to the same. Please note that late payments will be subject to the accrual of interest on the unpaid amount, calculated pursuant to 28 U.S.C. § 1961.

9. Notwithstanding anything to the contrary in paragraphs 7 or 8, if the Court does not sign and enter this Consent Decree on or before September 8, 2005 and counsel is not so advised by that date, the deadline for providing initial payments to Gerald Flanagan and his counsel, Vamar Franklin and the class will be extended by two (2) business days from the date counsel receives notice that the Court has signed and entered this Consent Decree.

#### **POSTING OF NOTICE**

10. Within ten (10) business days after entry of this Decree, or as soon as practicable, Creative Playthings shall post same-sized copies of the Notice attached as Exhibit 2 to this Decree on all bulletin boards located at its Newington, CT; Downingtown, PA; Montgomeryville, PA; Maple Shade, NJ; Berlin, NJ; Newark, DE; Gaithersburg, MD; Chantilly, VA; and Raleigh, NC facilities usually used by Defendant for communicating with employees. The Notice shall remain posted for three (3) years from the date of entry of this Decree. Counsel for Creative Playthings shall provide a copy of the Notice, and an indication of the date and location of its posting, to the EEOC's Philadelphia District Office, attention, Woody Anglade, Trial Attorney, within ten (10) days of the posting. Defendant shall permit a representative of the EEOC to enter Defendant's

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<sup>1</sup>The individual monetary amounts to each claimant is listed on Exhibit 1.

Newington, CT; Downingtown, PA; Montgomeryville, PA; Maple Shade, NJ; Berlin, NJ; Newark, DE; Gaithersburg, MD; Chantilly, VA; and Raleigh, NC premises for purposes of verifying compliance with this Paragraph at any time during normal business hours without prior notice. Defendant shall take all reasonable steps to ensure that the posting is not altered, defaced or covered by any other material. Should the posted copies become defaced, removed, marred, or otherwise illegible, Creative Playthings agrees to as soon as practicable post a readable copy in the same manner as hereto specified.

**NON-DISCRIMINATION AND ANTI-HARASSMENT POLICIES AND COMPLAINT PROCEDURES**

11. Creative Playthings' policy or policies against discrimination, harassment and retaliation and complaint procedures shall be drafted in plain and simple language, and be available in English and Spanish. Creative Playthings shall ensure that its policy or policies against discrimination, harassment and retaliation and related complaint procedures meet the following minimum criteria:

(a) State that Creative Playthings: (i) prohibits discrimination against employees on the basis of sex, race, national origin, religion and color, and prohibits retaliation in violation of Title VII; (ii) prohibits retaliation against employees for opposing employment practices they reasonably believe are discriminatory or for participating in an investigation by the EEOC or a state or local governmental agency of a charge of discrimination under Title VII; (iii) prohibits any act, policy or practice that has the effect of harassing or intimidating any employee on the basis of sex, race, national origin, religion or color in violation of Title VII; and (iv) prohibits any act, policy or

practice that has the effect of creating, facilitating or permitting the existence of a work environment that is hostile to employees through acts such as physical/verbal abuse and derogatory comments based on sex, race, national origin, religion or color in violation of Title VII;

(b) Include a complaint procedure designed to encourage employees to come forward with complaints regarding violations of its policy or policies against discrimination, harassment and retaliation, which shall meet the following minimum criteria: (i) provide effective mechanism(s) for reporting incidents of discrimination, harassment and retaliation; (ii) provide that the complaints of discrimination, harassment and/or retaliation can be made either in writing or verbally; (iii) identify employees to whom an employee can make a complaint; (iv) provide a 24-hour toll-free message center with instructions in English that an employee may call to make a complaint of discrimination, harassment or retaliation; (v) provide that, upon an employee's request, Creative Playthings will offer translating assistance for filing a written complaint in English or otherwise communicating during the investigation of a complaint; (vi) encourage prompt reporting by employees; and (vii) provide assurances that complainants shall not be subjected to retaliation;

(c) Provide for prompt investigation of complaints of harassment and/or retaliation;

(d) Provide for prompt communication to the complaining party of the results of the investigation and any remedial actions taken or proposed; and

(e) Provide for discipline up to and including discharge of an employee or supervisor who violates Creative Playthings' policy or policies against discrimination, harassment and retaliation, and for increasingly severe discipline of repeat offenders.

12. Creative Playthings shall distribute to all of its employees and newly-hired employees at its Newington, CT; Downingtown, PA; Montgomeryville, PA; Maple Shade, NJ;



Berlin, NJ; Newark, DE; Gaithersburg, MD; Chantilly, VA; and Raleigh, NC facilities, its policy or policies against discrimination, harassment and retaliation within 90 days after entry of this Consent Decree. Such policy or policies will be available in English and Spanish.

13. Within 90 days after entry of this Consent Decree, Creative Playthings shall advise Woody Anglade, Trial Attorney, EEOC's Philadelphia District Office, that its policy or policies against discrimination, harassment and retaliation have been distributed to current employees via paycheck enclosure and that new employees will receive these policies and an opportunity to acknowledge receipt. Acknowledgment of receipt forms will be made available in English and Spanish. Creative Playthings will retain copies of any acknowledgment of receipt form for an employee in the employee's personnel file.

14. Creative Playthings shall twice annually for the duration of the Consent Decree send a copy of its policy or policies against discrimination, harassment and retaliation with each employee's paycheck.

#### **SUPERVISOR ACCOUNTABILITY**

15. Creative Playthings shall promote supervisor accountability by the following conduct:

(a) Providing annual anti-discrimination training to all of its supervisory and managerial personnel as set forth in Paragraph 16;

(b) Disciplining, up to and including discharge, any supervisor or manager who violates Creative Playthings' policy or policies against discrimination, harassment and retaliation;

(c) Imposing on all managers and supervisory personnel a duty to administer their work areas to ensure compliance with Creative Playthings' policy or policies against discrimination,

harassment and retaliation; and

(d) Requiring all managers and supervisors to report any incidents and/or complaints of harassment and/or retaliation of which they become aware to the Framingham, MA Corporate Office.

### **TRAINING**

16. Defendant shall provide training on the requirements of Title VII on the following terms:

(a) Defendant agrees to provide annual training sessions to all of its managers and supervisors who work at its Newington, CT; Downingtown, PA; Montgomeryville, PA; Maple Shade, NJ; Berlin, NJ; Newark, DE; Gaithersburg, MD; Chantilly, VA; and Raleigh, NC facilities by a trainer or vendor approved by the EEOC to provide training on an employee's rights under Title VII, and the employer's obligations under Title VII, with an emphasis on what constitutes unlawful harassment and differential treatment of minority employees in the workplace, how to keep Defendant free of such forms of discrimination, and what constitutes unlawful retaliation;

(b) Each training session will include a live presentation by a high ranking official of Creative Playthings, emphasizing Creative Playthings' commitment to prevent discrimination and harassment;

(c) Defendant shall first provide training in accordance with Paragraph 16(a) by no later than December 31, 2005. Defendant shall then also provide such training on at least one occasion in each of calendar years 2006 and 2007.

17. In addition to the training described in Paragraph 16, Defendant will provide training to all Managers and all employees and supervisors in its Human Resources Department in

Framingham, MA, which are responsible for workers employed at Defendant's Newington, CT; Downingtown, PA; Montgomeryville, PA; Maple Shade, NJ; Berlin, NJ; Newark, DE; Gaithersburg, MD; Chantilly, VA; and Raleigh, NC facilities, regarding conducting a prompt and effective investigation into allegations, complaints, or charges of employment discrimination.

18. The annual training shall be provided by EEOC staff or Defendant shall obtain the EEOC's approval of its proposed trainer prior to each year's set of training sessions. Creative Playthings shall submit the name, address, telephone number and curriculum vitae / resume of the proposed trainer, together with the date(s) of the proposed training sessions to the EEOC within thirty (30) calendar days prior to the first day of the proposed date(s) of training. The Commission shall have ten (10) calendar days from the date of receipt of the information described above to accept or reject the proposed trainer(s). In the event the EEOC does not approve Defendant's designated trainer(s), Defendant Creative Playthings shall have ten (10) calendar days to identify an alternate trainer. The EEOC shall have ten (10) calendar days from the date of receipt of the information described above to accept or reject the alternate trainer. In the event the Commission does not approve Defendant's alternate trainer, the Commission shall designate the trainer to be retained and paid for by Creative Playthings. Creative Playthings shall have ten (10) calendar days from receipt of the Commission's recommendation to accept or reject the alternate trainer.

19. Defendant agrees to provide the EEOC with any and all copies of pamphlets, brochures, outlines or other written materials provided to the participants of the training sessions. Even though the Commission has approved of or designated a trainer to provide training for one year, it is not required to approve of or designate the same trainer for future training sessions.

20. Creative Playthings shall certify to the EEOC in writing within five (5) business days after the training sessions have occurred that the training has taken place and that the required personnel have attended. Such certification shall include: (i) the dates, location and duration of the training session; (ii) a copy of the registry of attendance, which shall include the name and position of each person in attendance; and (iii) a listing of all current employees, including temporary employees, as of the date of the training.

### **RECORD KEEPING**

21. For a period of three (3) years following entry of this Decree, Defendant shall maintain and make available for inspection and copying by the Commission, records of each complaint of any incident of race, national origin and retaliation discrimination occurring at its Newington, CT; Downingtown, PA; Montgomeryville, PA; Maple Shade, NJ; Berlin, NJ; Newark, DE; Gaithersburg, MD; Chantilly, VA; and Raleigh, NC facilities. Each such report shall indicate the date the complaint was made, who made it, what was alleged, and what actions the Defendant took to resolve the matter. The Defendant shall also make records of all actions it takes to prevent race, national origin, and retaliation discrimination at its Newington, CT; Downingtown, PA; Montgomeryville, PA; Maple Shade, NJ; Berlin, NJ; Newark, DE; Gaithersburg, MD; Chantilly, VA; and Raleigh, NC facilities during the duration of this Decree.

22. Defendant shall make all documents or records referred to in Paragraph 21, above, available for inspection and copying within ten (10) business days after the EEOC so requests. In addition, Defendant shall make available for interview all persons within its employ whom the EEOC reasonably requests for purposes of verifying compliance with this Decree and shall permit a representative of the Commission to enter Defendant's Newington, CT; Downingtown, PA;

Montgomeryville, PA; Maple Shade, NJ; Berlin, NJ; Newark, DE; Gaithersburg, MD; Chantilly, VA; and Raleigh, NC premises for such purposes on five (5) business days advance notice by the EEOC.

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

### **REPORTING**

24. Creative Playthings shall furnish to the EEOC the following written reports annually for a period of three (3) 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 thirty-six (36) months after entry of the Decree. Each such report shall contain:

(a) A summary of the information recorded by Defendant pursuant to Paragraph 21, including the name of the complainant, the allegation of the complaint and the action taken by Defendant in response; and

(b) A certification by Creative Playthings that the Notice required to be posted in Paragraph 10, above, remained posted during the entire six (6) month period preceding the report.

### **DISPUTE RESOLUTION**

25. 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 within ten (10) days 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 within ten (10) business days,

the complaining party may apply to the Court for appropriate relief.

### **MISCELLANEOUS PROVISIONS**

26. Each party to this Decree shall bear its own expenses, costs and attorneys' fees.

27. The terms of this Decree are and shall be binding upon the present and future representatives, agents, directors, officers, assigns, and successors of Defendant in their capacities as representatives, agents, directors and officers of Creative Playthings, and not in their individual capacities. This Paragraph shall not be construed as placing any limit on remedies available to the Court in the event that any individual is found to be in contempt for a violation of this Decree.

28. This Consent Decree shall fully and finally resolve all claims which were raised by the EEOC in its Complaint in Civil Action No. 04-CV-3243.

29. This Consent Decree shall be filed in the United States District Court for the Eastern District of Pennsylvania and shall continue to be in effect for a period of three (3) years. Any application by any party to modify or vacate this Consent Decree during such period shall be made by motion to the Court on no less than thirty (30) days notice to the other party.

30. The Court retains jurisdiction over this case in order to enforce the terms of the Consent Decree.

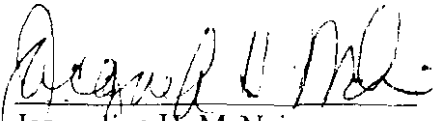
31. The Clerk of the District Court is hereby directed to send a file-stamped copy of this Consent Decree to counsel of record.

For Plaintiff EEOC:

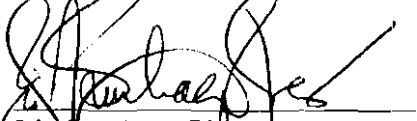
Eric S. Drieband  
General Counsel

James L. Lee  
Deputy General Counsel

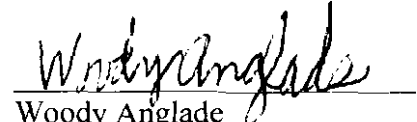
Gwendolyn Young Reams  
Associate General Counsel  
Washington, D.C.  
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION



Jacquelyne H. McNair  
Regional Attorney

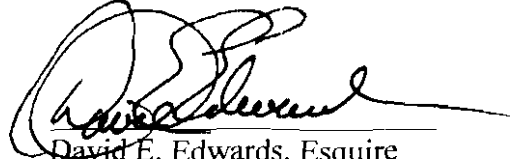


Iris Santiago-Flores  
Acting Supervisory Trial Attorney

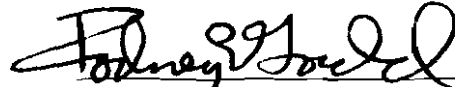


Woody Anglade  
Trial Attorney  
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
Philadelphia District Office  
21 S. 5th Street, Suite 400  
Philadelphia, PA 19106

For Defendant Creative Playthings,  
Ltd.



David E. Edwards, Esquire  
White & Williams, LLP  
1800 One Liberty Place  
Philadelphia, PA 19103-7395

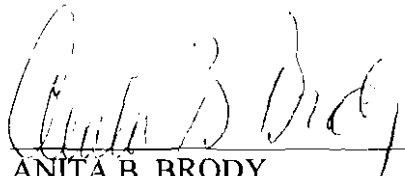


Rodney E. Gould, Esquire  
Rubin, Hay & Gould, P.C.  
205 Newbury Street  
P.O. Box 786  
Framingham, MA 01701

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9-14-05  
D. EDWARDS  
J. B. BOYLE  
R. DUDASH  
R. GOULD  
W. ANGLADE

**IT IS ORDERED:**

**BY THE COURT:**



ANITA B. BRODY  
UNITED STATES DISTRICT JUDGE

DATE: 9/13/05

DOCKET TO STATS

**EXHIBIT 1**

<b><u>CLAIMANT</u></b>	<b><u>YEAR 1</u></b>	<b><u>YEAR 2</u></b>	<b><u>YEAR 3</u></b>	<b><u>TOTAL</u></b>
1) Vamar Franklin	\$40,000	\$30,000	\$30,000	\$100,000
2) Gene Alston	\$4,000	\$3,000	\$3,000	\$10,000
3) Ricardo Guzman	\$2,000	\$1,500	\$1,500	\$5,000
4) Marco Leno	\$2,000	\$1,500	\$1,500	\$5,000
5) Valentin Williams	\$2,000	\$1,500	\$1,500	\$5,000



**EXHIBIT 2**

**NOTICE TO ALL CREATIVE PLAYTHINGS' EMPLOYEES**

This Notice is being posted pursuant to a Consent Decree entered by the Federal Court in EEOC, et al. v. Creative Playthings, Inc., Civil Action Number 04-3243 (E. PA.), in which the parties agreed to settle a lawsuit filed by the Equal Employment Opportunity Commission ("EEOC") against Creative Playthings ("Creative Playthings").

Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, et seq., as amended, ("Title VII"), prohibits discrimination against employees and applicants for employment based upon 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 opposing employment practices believed to be discriminatory, filing a charge of discrimination and/or testifying or participating in a Commission investigation. The EEOC is a federal agency which investigates charges of unlawful employment discrimination. The EEOC has authority to bring lawsuits in Federal Court to enforce Title VII.

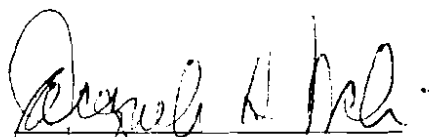
In its lawsuit, the EEOC alleged that Creative Playthings retaliated against an employee when it terminated his employment, because he opposed employment practices he believed to be discriminatory under Title VII. The Commission further alleged that Defendant subjected a class of Black and Hispanic employees to differential terms and conditions of employment, when they were not hired or promoted for available positions, and when they were subjected to a hostile work environment based on their race and/or national origin, in violation of Title VII. Creative Playthings denies these allegations.

To resolve the case, Creative Playthings and the EEOC have entered into a Consent Decree which provided, among other things, that: (1) Creative Playthings will not unlawfully discriminate on the basis of race/national origin in the future; (2) Creative Playthings will not retaliate against any person because she or he opposed any practice made unlawful by Title VII; and (3) Creative Playthings will train all managers and supervisors at its Newington, CT; Downingtown, PA; Montgomeryville, PA; Maple Shade, NJ; Berlin, NJ; Newark, DE; Gaithersburg, MD; Chantilly, VA; and Raleigh, NC facilities regarding race/national origin discrimination and Creative Playthings' policy prohibiting race/national origin discrimination.

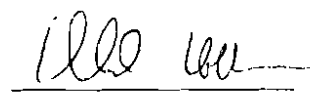
**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

**This Notice must remain posted for three 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 the: Regional Attorney, EEOC Philadelphia District Office, 21 South 5<sup>th</sup> Street, Philadelphia, PA 19106. The EEOC's telephone number is (215) 440-2600, and the EEOC has employees available who speak languages other than English.**

By:  
For:

  
Equal Employment Opportunity  
Commission

By:  
For:

  
Creative Playthings, Ltd.