

IN THE UNITED STATES DISTRICT COURT  
FOR THE  
WESTERN DISTRICT OF PENNSYLVANIA

EQUAL EMPLOYMENT OPPORTUNITY )  
COMMISSION, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
 )  
GEORGE JUNIOR REPUBLIC, )  
 )  
 )  
Defendant. )

CIVIL ACTION NO. 98-1382

CONSENT DECREE

**I. INTRODUCTION**

A. This action was instituted by the United States Equal Employment Opportunity Commission ("the EEOC" or "the Commission") on August 18, 1998, against George Junior Republic to enforce provisions of Title VII of the Civil Rights of 1964, as amended, 42 U.S.C. § 2000e *et seq.*, ("Title VII"). The EEOC alleged that Defendant discriminated against Michelle Clark, Karen Craig, Michelle Kilar, Lisa Liberty, Misty Trosch, and Tia Werner, and similarly situated female counselor parents, on the basis of sex, by paying them less wages than it paid male counselor parents during work throughs. In addition, the EEOC alleged that Defendant denied Michelle Clark, Karen Craig, Michelle Kilar, Lisa Liberty, Misty Trosch, and Tia Werner, and similarly situated female counselor parents, the opportunity to earn overtime and/or the opportunity to work additional

assignments based on gender. The EEOC also alleged that Defendant retaliated against Michelle Clark, Karen Craig, Michelle Kilar, Lisa Liberty, Misty Trosch, and Tia Werner. Finally, the EEOC alleged that Defendant constructively discharged Michelle Clark (hereinafter "Michelle Stiehl"), Michelle Kilar, Lisa Liberty, Misty Trosch, and Tia Werner. George Junior Republic denied these allegations and has defended against them.

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

C. The EEOC and Defendant, GJR, 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. 98-1382. This Consent Decree shall not constitute an adjudication of or finding on the merits of the case and shall not be construed as an admission by Defendant of any violation of Title VII.

## II ALLOCATION OF MONETARY RELIEF

A. In full settlement of the claims which were raised in the EEOC's Complaint, Civil Action Number, 98-1382, Defendant GJR shall pay monetary relief in the amount of Two Hundred Eighty Thousand Dollars and No Cents (\$280,000.00). The monetary relief shall be allocated in the following manner:

1. Charging Party Karen Craig shall receive monetary relief in the amount of Eleven Thousand Eight Hundred Dollars (\$11,800.00), less applicable withholding and

payroll taxes as required by law. The check for Ms. Craig will be mailed to Karen Craig, 235 W. Venango, Mercer, PA 16137.

2. Charging Party Lisa Liberty shall receive monetary relief in the amount of Eleven Thousand Eight Hundred Dollars (\$11,800.00), less applicable withholding and payroll taxes as required by law. The check for Ms. Liberty will be mailed to Lisa Liberty, 8104 W. Gilmore Avenue, Las Vegas, NV 89129.
3. Charging Party Michelle Stiehl shall receive monetary relief in the amount of Fourteen Thousand Eight Hundred Dollars (\$14,800.00), less applicable withholding and payroll taxes as required by law. The check for Ms. Stiehl will be mailed to Michelle Stiehl, 345 Moon-Clinton Road, Coraopolis, PA 15108.
4. Charging Party Tia Werner shall receive monetary relief in the amount of Thirty-Eight Thousand Seven Hundred Dollars (\$38,700.00), less applicable withholding and payroll taxes as required by law. The check for Ms. Werner will be mailed to Tia Werner, 921 Bucknell Avenue, Johnstown, PA 15905.
5. Charging Party Misty Trosch shall receive monetary relief in the amount of Thirty-Two Thousand Seven Hundred Fifty Dollars (\$32,750.00), less applicable withholding and payroll taxes as required by law. The check for Ms. Trosch will be mailed to Misty Trosch, 3700 Tiffany Lane, Hermitage, PA 16148.
6. Charging Party Michelle Kilar shall receive monetary relief in the amount of Fifty-Seven Thousand Four Hundred Dollars (\$57,400.00), less applicable withholding and payroll taxes as required by law. The check for Ms. Kilar will be mailed to Michelle

Kilar, 628 Shady Side Drive, West Mifflin, Pa 15122.

7. Defendant GJR will pay attorneys fees in the amount of Forty-Nine Thousand One Hundred Fifty Dollars (\$49,150.00) directly to Penny Jones, Esq., private attorney for Karen Craig, Michelle Stiehl, Michelle Kilar, Lisa Liberty, Misty Trosch, and Tia Werner. The check for Ms. Jones will be mailed to Penny Jones, Esq., 2442 Romine Avenue, Pittsburgh, PA 15226. In order to receive this direct payment of attorney's fees payment, Ms. Jones must execute a release waiving any rights she may have to petition the court for attorney's fees.
  8. Female claimants who were employed as counselor parents during the time period from March 1, 1993 through March 31, 1995, identified in Exhibit 1, shall receive the monetary relief set forth in Exhibit 1, less applicable withholding and payroll taxes as required by law. The monetary relief to be paid to the claimants identified in Exhibit 1 represents settlement of disputed claims for back pay during the time period from April 1, 1993 through March 31, 1995.
- B. GJR will provide to EEOC the most recent available addresses for each eligible claimant, as set forth in Defendant's employment records.
- C. EEOC will send a notice to each eligible claimant within thirty (30) days from the Court's approval of this Consent Decree, using the Informational Notice Attached herein as Exhibit 2. The notice will inform each eligible claimant about: (1) the existence and resolution of this lawsuit; (2) her eligibility to receive monetary damages; (3) the need to verify her identification by providing EEOC with a copy of her social security card and a driver's license or other state issued photo identification card within forty-five (45) days from receipt

of the Informational Notice; (4) the requirement that an executed Release in the form of Exhibit 3 shall be returned to EEOC within forty-five (45) days from receipt of the Informational Notice; and (5) her right to private counsel. A pre-addressed, postage pre-paid envelope will be included with the Informational Notice and Release to facilitate prompt return of same to EEOC. EEOC will forward each Release and a copy of the claimant's social security card and a driver's license or other state issued photo identification card to GJR within 10 days of receipt.

- D. Pursuant to the Consent Decree, individuals determined to be eligible for monetary relief, including the Charging Parties identified above, shall be required to execute a Release in the form of Exhibit 3. Eligible claimants must return an executed Release in the form of Exhibit 3 in the enclosed self-addressed stamped envelope to EEOC within forty-five (45) days from the receipt of the notice in order to receive her portion of the Settlement Fund. Individuals who choose not to sign the Release are not entitled to any monetary payment. Upon confirmation of the identify of the claimant, GJR will make payment by check within ten (10) business days from GJR's receipt of the executed Release.
- E. The eligible claimants are those persons whose names appear on the lists attached as Exhibit 1. Eligible claimants who by the 120<sup>th</sup> day following the date the Informational Notices are required to be mailed to eligible claimants: (1) have not been located; or (2) have been located, but who have not returned a signed waiver; or (3) have been located, returned a waiver, but revoked the waiver in the time provided, shall not be entitled to receive any payment from the Settlement Fund. The amount, if any, remaining in the Settlement Fund because of these three factors shall, on the 121<sup>st</sup> day following the date of the Information

Notices are required to be mailed to eligible claimants, be determined and considered Unclaimed Funds. Within 30 days of determining the amount of Unclaimed Funds, the Unclaimed Funds shall be distributed on an equal basis (net of withholding and wage tax deductions) to those eligible claimants (including the six (6) Charging Parties) who, by the 121<sup>st</sup> day following the date the Information Notices are required to be mailed to eligible claimants, returned and did not revoke within the time provided by the signed Release.

- F. The monetary relief shall be distributed by GJR or a mutually agreeable third party escrow agent. The cost of the escrow arrangement will be borne by the Defendant.
- G. GJR will provide the Commission with reports every sixty (60) days identifying (1) whether and when payment was made to each claimant identified in Exhibit 1 and how identification was verified; (2) the Gross and Net amount of payment; (3) whether checks were cashed and/or returned to GJR undelivered; and (4) the existence of Unclaimed Funds.
- H. At the end of the distribution process, the EEOC shall have the discretion to contact each recipient to determine whether each such recipient received the amount to which she is entitled. The EEOC also retains the discretion to request that GJR provide supporting documentation to confirm the distribution and allocation of monetary relief.
- I. Defendant, GJR, will mail a photocopy of each check to the EEOC, to the attention of Mary M. Tiernan, 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 the Charging Party or claimant.

**III. AFFIRMATIVE RELIEF**

- A. Defendant, GJR, is enjoined from engaging in any employment practice which constitutes

unlawful discrimination under Title VII. Specifically, Defendant GJR is enjoined from discriminating against employees or applicants for employment based on sex.

B. Defendant, GJR, is enjoined from engaging in any employment practices which retaliate in any manner against any person, including but not limited to, Michelle Stiehl, Karen Craig, Michelle Kilar, Lisa Liberty, Misty Trosch, and Tia Werner, 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. Nothing in this Consent Decree, either by inclusion or exclusion, shall be construed to limit the obligations of Defendant, GJR, under Title VII or the EEOC's authority to process or litigate any charge of discrimination which may be filed against Defendant, GJR, in the future.

C. Defendant, GJR, shall not divulge, directly or indirectly, to any employer or potential employer of Michelle Stiehl, Karen Craig, Michelle Kilar, Lisa Liberty, Misty Trosch, and Tia Werner, either that the Charging Parties filed charges of discrimination against Defendant GJR, or that they participated in the litigation of this matter.

D. Defendant, GJR, shall expunge from the respective personnel files of Michelle Stiehl, Karen Craig, Michelle Kilar, Lisa Liberty, Misty Trosch, and Tia Werner, any copies of the charge, any documents and correspondence prepared in response to the charge, the complaint and pleadings and litigation correspondence. EEOC will review its copy of the personnel files provided by GJR and advise GJR which documents fall within this paragraph.

E. By November 30, 2000, all supervisory and managerial employees will attend at least three hours of training discussing the employer's legal obligations under Title VII, with a special emphasis

on ensuring that employees are not discriminated against on the basis of gender and ensuring that an employee is not retaliated against for exercising his or her rights under Title VII. By November 30, 2000, Defendant's Personnel Director will attend at least three hours of training regarding conducting a prompt and effective investigation into allegations, complaints, or charges of employment discrimination and ensuring that an employee is not retaliated against for exercising his or her rights under Title VII. Defendant will provide written confirmation that all supervisory and managerial employees, and the Personnel Director, attended such training to the EEOC Philadelphia District Office, to the attention of the Regional Attorney, within ten (10) days of the final completion of all of the required training. By September 30, 2000, Defendant shall provide a written notification to all employees regarding their rights and GJR's obligations under Title VII, with an emphasis on what constitutes unlawful discrimination on the basis of sex and on what constitutes unlawful retaliation. Defendant will provide a copy of the written notification and confirmation that it was distributed to all employees within 10 days of the completion of such distribution.

F. Defendant, GJR, will provide a written description of its policy regarding "work throughs" to all counselor parents and will ensure that the policy is disseminated to all counselor parents hired in the future. "Work throughs" occur when counselor parents accept an offer by GJR to earn overtime by working in their cottage during their scheduled four days off. This required description of work throughs will include: (1) a statement that GJR will not discriminate on the basis of gender either in the assignment of counselor parents to work through or in the manner of payment; (2) an explanation that the counselor parents must designate which counselor parent will work as the relief counselor parent during the work through period and which counselor parent will work as the cook during the work through period, and how this designation shall take place; (3) a designation of the



start and end time of the daily shift to be worked by the counselor parent working as the relief counselor parent and the start and end time of the daily shift to be worked by the counselor parent working as the cook during the work through period; and (4) an explanation of the rate of pay each counselor parent will receive for performing those duties during work throughs. GJR will amend its personnel handbook, counselor parent manuals, counselor parent model program manuals, counselor parent model program workbooks, and its Equal Opportunity Family Living Agreements to include this written statement regarding work throughs.

G. Defendant, GJR, will provide a written description of its policy regarding overtime opportunities to all counselor parents and ensure that this policy is distributed to all counselor parents hired in the future. This required statement on overtime will include: (1) a statement that GJR will not discriminate on the basis of gender in the assignment of counselor parents to work available overtime in various capacities, including but not limited to working overtime as a relief counselor parent, evening child care, rover, recreation worker, in a special needs unit, diagnostic unit, intensive supervision unit, or shelter care unit, and/or chasing runaway residents; (2) a description of how counselor parents shall express an interest in working available overtime in any of these capacities; (3) an explanation of how such overtime wages shall be calculated; and (4) a statement that these types of overtime work are not guaranteed to counselor parents because the availability of these types of overtime work depends on the needs and overtime procedures implemented for that position. GJR will amend its personnel handbook, counselor parent manuals, counselor parent model program manuals, counselor parent model program workbooks, and its Equal Opportunity Family Living Agreements to include this written statement regarding available overtime assignments.

H. Defendant, GJR, will amend its personnel handbook, counselor parent manuals, counselor

parent model program manuals and counselor parent model program workbooks to state that GJR does not discriminate on the basis of gender in the hiring or promotion of employees and applicants for employment and that GJR does not discriminate on the basis of sex in the terms and conditions of employment. These revisions to the handbook and manuals shall also include deletions of any discriminatory terms or job descriptions, including but not limited to, reclassifying the position of "nightman" to "evening child care worker", reclassifying the position of "reliefman" to "relief counselor parent", reclassifying the position of "recman" to "recreation worker" and modifying the dress code to eliminate any discriminatory descriptions.

I. EEOC and GJR agree that GJR may amend current personnel handbook, counselor parent manuals, counselor parent model program manuals and counselor parent model program workbooks by providing supplements to be inserted into the current personnel handbook, counselor parent manuals, counselor parent model program manuals and counselor parent model program workbooks.

J. GJR shall, for a period of one (1) year, report to the EEOC on its practices regarding the assignment and payment of overtime to counselor parents. GJR shall submit a report regarding overtime assignments to the EEOC for each six month period that this Consent Decree is in effect. Each such overtime report shall include the name, gender, list of employees who expressed an interest in working overtime, amount of overtime assigned, and overtime wages paid to every counselor parent in the preceding six month period. The first overtime report shall be submitted within six months of the filing of this Consent Decree with the Clerk of the Court or by no later than January 31, 2001, whichever is sooner. The second overtime report shall be submitted by no later than July 31, 2001. The reports shall be submitted to EEOC Philadelphia District Office, to the attention of the Regional Attorney.

K. Within ten (10) days of the receipt by Counsel for Defendant of a file-stamped copy of the Consent Decree, Defendant, GJR, shall post the Notice attached hereto as Exhibit 4 in a conspicuous location which is used for the posting of employee notices. This Notice will remain posted for a period of 365 days. Should the posted copies become defaced, removed, marred, or otherwise illegible, Defendant agrees to immediately post a readable copy in the same manner as heretofore specified. Counsel for Defendant 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, Mary M. Tieman, Trial Attorney, within ten (10) days of the posting.

**IV. ALLOCATION OF COSTS**

A. Plaintiff EEOC and Defendant GJR agree to and shall assume their own costs and attorney's fees in the litigation of this matter.

**V. DURATION AND RETENTION OF JURISDICTION**

A. This Court has jurisdiction over the parties and the subject matter of this action.

B. This Consent Decree shall fully and finally resolve all claims which were raised by the EEOC in its Complaint in Civil Action No. 98-1382

C. This Consent Decree shall be filed in the United States District Court for the Western District of Pennsylvania and shall continue to be in effect for a period of one (1) year.

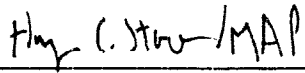
D. If the EEOC determines that GJR is in violation of any provision of the Consent Decree, EEOC will provide GJR with a Notice to Cure, sent to defense counsel Michael A. Pavlick, Esq., Kirkpatrick & Lockhart, LLP, 1500 Oliver Building, Pittsburgh, PA 15222. The Consent Decree shall remain in full effect and GJR shall be regarded as being in compliance with the Consent Decree unless GJR fails to cure the defect within 15 days, where practicable. Any application by any

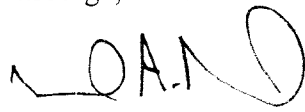
party to modify or vacate this Consent Decree during such period shall be made by motion to the Court on no less than thirty (30) days notice to the other party.

E. The Court shall retain jurisdiction over this case in order to enforce the terms of the Consent Decree.

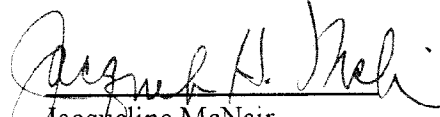
F. The Clerk of the District Court is hereby directed to send a file-stamped copy of this Consent Decree to counsel of record.

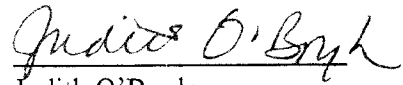
For: George Junior Republic

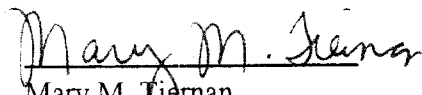
  
Hayes Stover, Esq.  
Kirkpatrick & Lockhart, LLP  
1500 Oliver Building  
Pittsburgh, PA 15222

  
Michael A. Pavlick, Esq.  
Kirkpatrick & Lockhart, LLP  
1500 Oliver Building  
Pittsburgh, PA 15222  
Attorneys for Defendant

For: U.S. EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION

  
Jacqueline McNair  
Acting Regional Attorney

  
Judith O'Boyle  
Acting Supervisory Trial Attorney

  
Mary M. Tiernan  
Trial Attorney

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION  
Philadelphia District Office  
The Bourse Building  
21 S. 5th Street, Suite 400  
Philadelphia PA 19106  
Telephone: (215) 451-5787

It Is So **ORDERED** This 21<sup>st</sup> Day of July 2000:

BY THE COURT:

  
HONORABLE GARY LANCASTER  
UNITED STATES DISTRICT JUDGE

**EXHIBIT 1**

Eileen Andrews	\$ 750.00
Greta Ansell	\$ 400.00
Deborah Armstrong	\$ 400.00
Faye Bailey	\$3,000.00
Patricia Bear	\$ 400.00
Christine Bradford	\$ 250.00
Toni Burkhardt	\$3,000.00
Elizabeth Burrelli	\$1,500.00
Linda Cloak	\$ 400.00
Carrie Coney	\$ 400.00
Belinda Cunningham	\$ 400.00
Lynette Sherman Dick	\$ 2,000.00
Maria Dunn	\$1,500.00
Cheryl Folk	\$1,500.00
Leslie Galloway	\$3,000.00
Christina Grossman	\$2,000.00
Paula Gruber	\$ 400.00
Nancy Hargenrader	\$1,500.00
Kathy Hines	\$1,500.00
Hollie Horstman	\$ 750.00
Linda Houari	\$4,000.00
Cynthia Hunter	\$4,000.00
Cheryl King	\$ 250.00
Sheila McClearn	\$ 250.00
Jenny McCurdy	\$3,000.00
Christine McDuffie	\$ 250.00
Lori Meszaros	\$ 250.00
Martha Mong	\$ 750.00
Joy Morey	\$1,500.00
Rachelle Newman	\$ 250.00



## **EXHIBIT 2**

### **INFORMATIONAL NOTICE FROM THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION OF THE SETTLEMENT OF A LAWSUIT AND YOUR OPPORTUNITY TO RECEIVE A MONETARY PAYMENT**

#### **Why You Are Receiving This Notice**

You have been identified from the records of George Junior Republic ("GJR") as having worked as a counselor parent at their Grove City facility at some point during the period from March 1, 1993 through March 31, 1995.

#### **The Lawsuit By The Equal Employment Opportunity Commission**

The Equal Employment Opportunity Commission ("EEOC") is a federal agency which has the power, among other things, to bring lawsuits to challenge employment practices pursuant to Title VII of the Civil Rights Act of 1964, as amended ("Title VII"). The EEOC filed a lawsuit against GJR alleging that GJR did not afford female counselor parents the same opportunity to be paid as the relief counselor parent during work throughs as it provided to male counselor parents. The EEOC also claimed that GJR did not offer female counselor parents the opportunity to earn overtime working in various capacities such as chasing runaway residents, working as a "nightman", rover, "recman", as a single relief person, and/or working in the Intensive Supervision Unit or in other areas on campus which paid a higher rate of pay, while affording these opportunities to male counselor-parents. The EEOC claimed that these practices were discriminatory as to females in violation of Title VII. The lawsuit was filed in the United States District Court for the Western District of Pennsylvania and is docketed as Equal Employment Opportunity Commission v. George Junior Republic, Civil Action No. 98-1382. GJR denied all material allegations.



Prior to a trial in this matter, the EEOC and GJR negotiated a Consent Decree which was entered by the United States District Court for the Western District of Pennsylvania on . GJR does not admit in the Consent Decree that it violated Title VII or any other law.

**The Offer Being Made To You By GJR**

In order to resolve this matter, GJR is offering you a monetary payment in exchange for your waiver and release of claims which were asserted in the EEOC's lawsuit. The fact that GJR is making this offer to you does not mean that GJR has been found by a court to have discriminated against you or that GJR is admitting that it discriminated against you.

The EEOC and GJR agree that the monetary payment being offered to you is fair, reasonable and adequate in view of all the circumstances. However, the decision to accept or reject the monetary payment is totally up to you.

**The Waiver and Release Of Claims**

Included in this Notice is a Release of Claims Agreement ("Release"). The Release is a legal document in which GJR agrees to make a monetary payment to you in exchange for your promise to waive and release any claims which were asserted on your behalf in the EEOC's lawsuit, EEOC v. George Junior Republic, Civil Action No. 98-1382. You may review the release with a lawyer before you decide whether to sign. If you do not know a lawyer, you can contact the Mercer County Lawyer Referral, c/o the Mercer County Bar Association, P.O. Box 1302, Hermitage, PA 16148. The telephone number for the Mercer County Lawyer Referral is (724) 342-3111.

You have forty-five (45) days from the date of this Notice in which to consider the Release. If you decide to sign it, you should supply all the required information requested in the

Signature and Verification Page at the end of the Release. This information is necessary to make sure that you are the person identified in GJR records as being eligible to receive the monetary payment and to help in promptly preparing and sending the monetary payment check to you.

You should return the signed Release, including the Signature and Verification Information page of the Release, and all required information to Mary M. Tiernan, Trial Attorney, EEOC, The Bourse, 21 S. 5<sup>th</sup> Street, Suite 400, Philadelphia, PA 19106. You should use the pre-addressed postage pre-paid envelope included with this Notice to return the signed Signature and Verification Information page. Be sure to include a **photocopy** of your Social Security card and a **photocopy** of your driver's license or other state issued identification that shows your name and address. **DO NOT SEND ORIGINALS OF YOUR SOCIAL SECURITY CARD AND DRIVER'S LICENSE.**

The EEOC will forward your Release to GJR within 10 days of receipt. GJR will verify from the information that you supply that you are the person identified in its records as being eligible to receive the monetary payment. If the information is incomplete, GJR will request that you furnish information to permit the verification. Upon verification, a check in the net amount of your monetary payment will be mailed to you at the address which you have provided within 10 business days of verification. The gross monetary payment is subject to federal withholding and employment taxes so that the amount of the check will be less than the amount of the gross monetary payment. GJR will report the payment to the Internal Revenue Service.

If after signing and returning the Release, you change your mind, you may revoke the Release by sending a written notice of revocation signed by you to Michael A. Pavlick, Esq., Kirkpatrick & Lockhart, LLP, 1500 Oliver Building, Pittsburgh, PA 15222. The written notice

of a revocation with your signature must be postmarked by the U.S. Postal Service within ten (10) days of the date you signed the Release. A revocation postmarked after the ten (10) day period will not be effective.

If you do not sign the Release, or if you sign but revoke the Release, you will not be entitled to a monetary payment. You will not have waived and released claims, although such claims may no longer be timely. Should you choose to sue GJR alleging that the overtime practices discriminated against female counselor parents, GJR will defend against any lawsuit by asserting, among other defenses, that the claims were filed too late.

Should you have any questions about this Notice, you may call Mary M. Tiernan, Trial Attorney, EEOC, The Bourse, 21 S. 5<sup>th</sup> Street, Suite 400, Philadelphia, PA 19106 or Defense Counsel, Michael A. Pavlick, Esq., Kirkpatrick & Lockhart, LLP, 1500 Oliver Building, Pittsburgh, PA 15222. **THE UNITED STATES DISTRICT COURT FOR THE WESTERN**

**DISTRICT OF PENNSYLVANIA IS NOT RESPONSIBLE FOR THIS NOTICE AND CANNOT ANSWER ANY QUESTIONS ABOUT THIS NOTICE OR THE RELEASE.**

**DO NOT CALL THE COURT.** The EEOC is monitoring GJR's administration of this Notice and payment of the funds. The EEOC may be contacted at the address given below.

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION  
Philadelphia District Office  
The Bourse  
21 S. 5th Street, Suite 400  
Philadelphia, PA 19106

Kirkpatrick & Lockhart, LLP  
1500 Oliver Building  
Pittsburgh, PA 15222  
Attorneys for Defendant GJR

Contact Person:

Mary M. Tiernan, Trial Attorney  
(215) 451-5787

Contact Person:

Michael A. Pavlick, Esq.  
(412) 355-6275

## SIGNATURE AND VERIFICATION PAGE

To accept the Release and receive the Net Monetary Payment, you must provide the verification information requested, sign, date and return this page and verification information to within forty-five (45) days from your receipt. Please use the pre-addressed postage pre-paid envelope enclosed to return this completed page and photocopies of your Social Security card and state photo I.D. DO NOT SEND ORIGINALS OF YOUR SOCIAL SECURITY CARD AND STATE PHOTO I.D.

**Gross Monetary Amount:**

**[Gross Check Amount]**

**Withholdings:**

**Net Monetary Payment:**

**[Net Check Amount]**

Income tax withholding and payroll taxes have been deducted from the Gross Monetary Payment. Your check will be in the above "Net Monetary Payment" Amount.

[First Name] [Last Name] [Street] [City, State, ZIP]	This is your name and address as they appear in GJR records. If your name or address has changed or is incorrect, please make corrections by printing on the lines indicated
_____	_____
_____	_____
_____	_____
Print Correct Name & Address on the Lines above	_____
_____	_____
Print Your Area Code & Phone Number on the Line Above	_____
_____ Your Social Security Number	You must enter your Social Security Number on the adjacent line AND enclose a <b>PHOTOCOPY</b> of your Social Security Card
_____ Other State Issued Identification Number	You must enter the number of driver's license or other State Issued ID that shows your name and address he adjacent line AND enclose a <b>PHOTOCOPY</b> of this ID
_____ Signature and Date	Sign your Name and Date on the Adjacent Line

**EXHIBIT 3**

IN THE UNITED STATES DISTRICT COURT  
FOR THE  
WESTERN DISTRICT OF PENNSYLVANIA

EQUAL EMPLOYMENT OPPORTUNITY )  
COMMISSION, )  
 ) CIVIL ACTION NO. 98-1382  
 )  
 ) Plaintiff, )  
 )  
 ) v. )  
 )  
 )  
 )  
 ) GEORGE JUNIOR REPUBLIC, )  
 )  
 )  
 )  
 ) Defendant. )

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**RELEASE**

I, [name of Charging Party or claimant], for the monetary relief of [amount], less applicable withholding and payroll taxes, and intending to be legally bound, do hereby waive, remit, release and forever discharge Defendant George Junior Republic, its directors, officers, agents, employees, representatives, successors and assigns, from any and all claims which were asserted on my behalf in the EEOC's Complaint, in EEOC v. George Junior Republic, Civil Action No. 98-1382.

This Release is freely executed in return for the consideration set forth above. I acknowledge that I have been provided a reasonable time to read and consider this Release. I acknowledge that I have been advised of my right to private counsel.

I am legally competent to execute this Release and accept full responsibility thereof.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

Sworn to and Subscribed  
Before me this    day  
of           , 2000.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**EXHIBIT 4**

**NOTICE**

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 sex. 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 and/or testifying or participating in a Commission investigation or litigation.

The Equal Employment Opportunity Commission (the "EEOC" or the "Commission") is the federal agency which investigates charges of unlawful employment discrimination. The EEOC has the authority to bring lawsuits in federal court to enforce Title VII.

George Junior Republic fully supports and will comply with Title VII in all respects. George Junior Republic is committed to the principle of equality of opportunity and will not engage in any employment practice which in any way operates to deny equal employment opportunities in violation of Title VII on the basis of national origin, race, color, sex, or religion. Furthermore, in accordance with Title VII, George Junior Republic will not take any action against any employee or any applicant for employment because he or she has exercised any right under Title VII, including the filing of a charge of discrimination with the Equal Employment Opportunity Commission or for testifying or participating in a Commission investigation or litigation.

This Notice will remain posted at George Junior Republic for a period of three hundred sixty-five days (365) days and must not be defaced or removed. This Notice will be available for inspection by all employees of George Junior Republic.

**THIS NOTICE MUST NOT BE REMOVED  
FOR A PERIOD OF 365 DAYS**

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U.S. Equal Employment Opportunity  
Commission

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George Junior Republic