

55-6

United States District Court, Northern District of Illinois

Name of Assigned Judge or Magistrate Judge	John W. Darrah	Sitting Judge if Other than Assigned Judge	
CASE NUMBER	99 C 2060	DATE	8/21/2001
CASE TITLE	EEOC vs. UNITED BLOOD SERVICES		

[In the following box (a) indicate the party filing the motion, e.g., plaintiff, defendant, 3rd party plaintiff, and (b) state briefly the nature of the motion being presented.]

MOTION:

DOCKET ENTRY:

- (1)  Filed motion of [ use listing in "Motion" box above.]
- (2)  Brief in support of motion due \_\_\_\_\_.
- (3)  Answer brief to motion due \_\_\_\_\_. Reply to answer brief due \_\_\_\_\_.
- (4)  Ruling/Hearing on \_\_\_\_\_ set for \_\_\_\_\_ at \_\_\_\_\_.
- (5)  Status hearing[held/continued to] [set for/re-set for] on \_\_\_\_\_ set for \_\_\_\_\_ at \_\_\_\_\_.
- (6)  Pretrial conference[held/continued to] [set for/re-set for] on \_\_\_\_\_ set for \_\_\_\_\_ at \_\_\_\_\_.
- (7)  Trial[set for/re-set for] on \_\_\_\_\_ at \_\_\_\_\_.
- (8)  [Bench/Jury trial] [Hearing] held/continued to \_\_\_\_\_ at \_\_\_\_\_.
- (9)  This case is dismissed [with/without] prejudice and without costs[by/agreement/pursuant to]
  - FRCP4(m)  General Rule 21  FRCP41(a)(1)  FRCP41(a)(2).
- (10)  [Other docket entry] Plaintiff EEOC's motion for dismissal of Lifesource Blood Services and The Institute For Transfusion Medicine with prejudice is granted. Joint motion for entry of consent decree is granted. Enter Consent Decree.

(11)  [For further detail see order (on reverse side of/attached to) the original minute order.]

<input type="checkbox"/> No notices required, advised in open court. <input type="checkbox"/> No notices required. <input type="checkbox"/> Notices mailed by judge's staff. <input type="checkbox"/> Notified counsel by telephone. <input checked="" type="checkbox"/> Docketing to mail notices. <input type="checkbox"/> Mail AO 450 form. <input type="checkbox"/> Copy to judge/magistrate judge.	courtroom deputy's initials  LG	10 ED-7 FILED FOR DOCKETING 01 AUG 22 PM 7:00	number of notices	Document Number  72
			AUG 23 2001 date docketed	
			<i>m</i> docketing deputy initials	
			date mailed notice	
			mailing deputy initials	
Date/time received in central Clerk's Office				

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

**FILED**

AUG 16 2001

EQUAL EMPLOYMENT OPPORTUNITY )  
COMMISSION, )

Plaintiff, )

v. )

UNITED BLOOD SERVICES, BLOOD )  
SYSTEMS, INC., LIFESOURCE BLOOD )  
SERVICES, and THE INSTITUTE )  
FOR TRANSFUSION MEDICINE )

Defendants. )

JUDGE JOHN W. DARRAH  
CASE NO. 01-3060  
UNITED STATES DISTRICT COURT

Judge Darrah

**DOCKETED**

AUG 23 2001

CONSENT DECREE

THE LITIGATION

1. In this action by Plaintiff Equal Employment Opportunity Commission (the "Commission" or the "EEOC"), the Commission alleged that defendants United Blood Services and Blood Systems, Inc. (hereinafter collectively referred to as "United Blood") discriminated against Barbara Montgomery, Evelyn (Harris) Quarles and a class of individuals on the basis of disability by refusing to accommodate their disabilities and thereafter terminating them, in violation of Title I of the Americans with Disabilities Act of 1990 ("the "ADA"), 42 U.S.C. § 12101 et seq. and Title I of the Civil Rights Act of 1991. The Commission sought relief to correct these alleged violations.

2. The Commission also alleged that Defendants LifeSource Blood Services and The Institute for Transfusion Medicine (hereinafter collectively referred to as "Lifesource") are successors to Defendant United Blood Services. Contemporaneous with the entry of this

Consent Decree, this Court has entered an order dismissing LifeSource from this action with prejudice.

3. As a result of their having engaged in settlement negotiations, United Blood and the Commission have resolved their differences and have agreed that this action should be finally resolved by entry of this Consent Decree.

#### **FINDINGS**

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

- A. The Court has jurisdiction of the subject matter of this action and of the parties.
- B. The terms and provisions of this Consent Decree are adequate, fair, reasonable, equitable, and just. The rights of United Blood, the Commission, and those for whom the Commission seeks relief are protected adequately by this Consent Decree.
- C. This Consent Decree conforms with the Federal Rules of Civil Procedure and the ADA and is not in derogation of the rights and privileges of any person. The entry of this Consent Decree will further the objectives of the ADA and will be in the best interests of United Blood, the Commission, and those for whom the Commission seeks relief.

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

#### **EFFECT OF DECREE**

5. This Consent Decree resolves all issues and claims arising out of the Complaint and First Amended Complaint filed by the EEOC herein alleging unlawful employment policies

and practices by United Blood, and this Consent Decree shall be binding and final as to all such issues and claims.

6. This Consent Decree does not constitute an adjudication by this Court on the merits of the allegations of the EEOC. Neither the agreement to enter into this Consent Decree nor any provision hereof constitutes an admission by United Blood of any violation of the ADA. By entering into this Consent Decree, United Blood does not admit any liability or wrongdoing with respect to the ADA. The Consent Decree shall not be used as evidence of liability, res judicata or collateral estoppel in any other legal proceeding against United Blood. Pursuant to this Consent Decree, the EEOC hereby releases United Blood from and as to any and all claims under the Americans With Disabilities Act of 1990 that were or could have been brought as part of this action by the EEOC on its part or for or on behalf of any individuals.

#### **COVERED FACILITY**

7. The provisions of this Consent Decree shall apply to each facility at which United Blood conducts business. The provisions of this Consent Decree shall also apply to any successor or assign of United Blood.

#### **INJUNCTIVE RELIEF**

8. United Blood and its officers, agents, employees, successors, and assigns, and all of those in active concert or participation with them, or any of them, are enjoined from engaging in any employment practice which unlawfully discriminates against an employee covered under the Americans with Disabilities Act on the basis of that employee's disability, including, but not limited to:

- A. refusing to provide a reasonable accommodation to a qualified individual with a disability;

- B. discharging a qualified individual with a disability because of his/her disability; and
- C. maintaining any practices or policies that violate the ADA by depriving or tending to deprive any individual of employment opportunities because of such individual's disability.

**NON-RETALIATION**

9. United Blood, its officers, agents, employees, successors, assigns, and all those in active concert or participation with them, or any of them, shall not engage in reprisal or retaliation of any kind against any person because of such person's opposition to any practice made unlawful under the ADA, because of such person's filing a charge, testifying or participating in any manner in any investigation, proceeding or hearing under the ADA, because such person was identified as a possible witness for the EEOC in this action, because such person received relief in accordance with this Consent Decree, because such person participated in any manner in this action or in the investigation giving rise to this action, or because such person asserted any rights under this Consent Decree.

**ADOPTION OF NON-DISCRIMINATION POLICY**

10. Within fourteen (14) business days of the date of the entry of this Consent Decree, United Blood shall adopt and implement the leave of absence policy attached hereto as Exhibit A. United Blood will distribute a copy of the policy to each employee. At the same time, it will post a copy of the policy at each facility at which it conducts business.

**DEFINITIONS**

11. For the purpose of this Consent Decree, "class members" as used herein shall refer to the following individuals:

Lorraine Albanese  
Deborah Lynn Anderson  
Becky Badon  
Dayna Boutte  
Angela Kay Bowman  
Cynthia Burk  
Ronald Cattnach  
Linda Eddy  
Diana Elseroad  
Wendy Kay Evelyn  
Consuelo Gonzales  
Evelyn Harris Quarles  
John Hughes  
Bettye Jenkins  
Mary Jo Larsen  
Avelina Leos  
Sandra Kay Meadows  
Barbara Montgomery  
Kimberly Ann Mosley  
Deborah Mouton-Miller  
Suzanne Roberts Yutterman  
Karen Salisbury  
Staci Lynn Thompson

## MONETARY RELIEF TO CLASS MEMBERS

12. United Blood agrees to make payments of up to an aggregate total of \$650,000.00 to the class members. EEOC has tendered to United Blood a release in the form of Exhibit B attached hereto executed by class members Mary Jo Larsen and Staci Lynn Thompson and in the form of Exhibit C attached hereto executed by each remaining class member. Within fourteen (14) business days of the entry of this Consent Decree, United Blood shall issue and mail checks by certified mail to each person listed below in the amounts stated below.

- a. Lorraine Albanese - \$654.00 less applicable withholding to cover all wage and benefit claims<sup>1</sup> and \$7,500.00 to cover all other damages claims.
- b. Deborah Lynn Anderson - \$3,606.00 less applicable withholding to cover all wage and benefit claims and \$16,126.00 to cover all other damages claims.
- c. Becky Badon - \$7,128.00 less applicable withholding to cover all wage and benefit claims and \$37,500.00 to cover all other damages claims.
- d. Dayna Boutte- \$837.00 less applicable withholding to cover all wage and benefit claims and \$7,500.00 to cover all other damages claims.
- e. Angela Kay Bowman - \$1,516.00 less applicable withholding to cover all wage and benefit claims and \$7,500.00 to cover all other damages claims.
- f. Cynthia Burk- \$1,676.00 less applicable withholding to cover all wage and benefit claims and \$25,000.00 to cover all other damages claims.
- g. Ronald Cattnach - \$4,903.00 less applicable withholding to cover all wage and benefit claims and \$25,000.00 to cover all other damages claims.
- h. Linda Eddy - \$15,000.00 to cover all damages claims.
- i. Diana Elseroad - \$1,116.00 less applicable withholding to cover all wage and benefit claims and \$15,000.00 to cover all other damages claims.
- j. Wendy Kay Evelyn- \$4,804.00 less applicable withholding to cover all wage and benefit claims and \$25,000.00 to cover all other damages claims.
- k. Consuelo Gonzales - \$3,863.00 less applicable withholding to cover all wage and benefit claims and \$25,000.00 to cover all other damages claims.
- l. Evelyn Harris Quarles- \$7,687.00 less applicable withholding to cover all wage and benefit claims and \$40,000.00 to cover all other damages claims.
- m. John Hughes - \$11,043.00 less applicable withholding to cover all wage and benefit claims and \$35,000.00 to cover all other damages claims.

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<sup>1</sup> The term “applicable withholding to cover all wage and benefit claims” includes and is limited to federal income tax withholdings, state income tax withholdings, and the class member’s share of federal social security and medicare withholdings (i.e. FICA and any other related tax).

- n. Bettye Jenkins- \$4,378.00 less applicable withholding to cover all wage and benefit claims and \$25,000.00 to cover all other damages claims.
- o. Mary Jo Larsen- \$1,440.00 less applicable withholding to cover all wage and benefit claims and \$25,000.00 to cover all other damages claims.
- p. Avelina Leos - \$1,377.00 less applicable withholding to cover all wage and benefit claims and \$50,000.00 to cover all other damages claims.
- q. Sandra Kay Meadows- \$8,468.00 less applicable withholding to cover all wage and benefit claims and \$42,500.00 to cover all other damages claims.
- r. Barbara Montgomery - \$5,000.00 less applicable withholding to cover all wage and benefit claims and \$35,000.00 to cover all other damages claims.
- s. Kimberly Ann Mosley- \$1,146.00 less applicable withholding to cover all wage and benefit claims and \$25,000.00 cover all other damages claims.
- t. Deborah Mouton-Miller- \$7,500.00 to cover all damages claims.
- u. Suzanne Roberts Yutterman - \$6,162.00 less applicable withholding to cover all wage and benefit claims and \$25,000.00 to cover all other damages claims.
- v. Karen Salisbury- \$2,686.00 less applicable withholding to cover all wage and benefit claims and \$16,125.00 to cover all other damages claims.
- w. Staci Lynn Thompson- \$5,759.00 less applicable withholding to cover all wage and benefit claims and \$32,500.00 to cover all other damages claims.

United Blood shall issue an IRS Form 1099 to each class member for all non-wage payments cited herein.

13. If a class member eligible for monetary relief has died or dies at any time before the issuance of checks to class members pursuant to Paragraph 12, the estate, personal representatives, or heir of that class member shall, upon the Court's approval, receive the check which the class member would otherwise have received.

14. Within fourteen (14) business days after United Blood has completed issuing the checks pursuant to Paragraph 12, United Blood shall certify in writing to the EEOC that it has issued the checks pursuant to Paragraph 12 of this Consent Decree. At the same time, United Blood shall provide the EEOC a list containing the name of each person who was issued a check, the date the check was issued, and the amount of the check.

15. If any check issued by United Blood pursuant to Paragraph 12 is returned to United Blood as undeliverable, United Blood shall notify the Commission within five (5)



business days of its receipt. If EEOC provides United Blood with a new address for a class member, then within five (5) days of receipt of the new address, United Blood shall mail another check to the class member's current address. At the same time, United Blood shall provide written notice to EEOC that the checks were issued and the dates upon which they were issued.

16. Any amounts which remain after EEOC has exhausted its efforts to locate class members whose checks have been returned to United Blood as undeliverable shall be distributed to a not-for-profit institution agreed upon by the parties. No amounts shall revert to United Blood.

**SERVICE CREDIT FOR MARY JO LARSEN AND STACI LYNN THOMPSON**

17. Blood Systems agrees to restore the original hire dates of Mary Jo Larsen and Staci Lynn Thompson for all matters relating to their employment with Blood Systems and will treat the time period when Blood Systems did not employ them as approved medical leave of absence under Blood Systems' policies, programs and benefit plans. All matters affecting benefits and service credit will be handled per Blood Systems' policies, programs and benefit plans in the same manner as other similarly situated employees during the periods of time in question. Mary Jo Larsen's service date will be restored to December 18, 1989, and she will be considered to have been on approved leave of absence from her termination date of December 25, 1998 until her rehire date of March 16, 1999. Staci Lynn Thompson's service date will be restored to April 21 1992, and she will be considered to have been on approved leave of absence from her termination date of June 24, 1998 until her rehire date of June 28, 1999. Their length of service for vacation purposes will be calculated from their restored original hire date. Service credit for Mary Jo Larsen and Staci Lynn Thompson under The Blood System's, Inc. Pension Plan will be treated in accordance with the terms and conditions of the Plan document as amended, as they

apply to all Plan participants.

### **TRAINING PROGRAM**

18. Within one hundred and fifty (150) calendar days of the entry of this Consent Decree, United Blood shall provide training, lasting no less than one-hour in length, to all managers and supervisors of United Blood who are responsible for handling requests for reasonable accommodation. The training shall relate to the requirements of Title I of the ADA, including its rules and regulations. United Blood may opt to provide the training or to engage the services of an outside consultant or law firm. United Blood may use videotaped training for employees other than executive management, regional vice-presidents, and executive directors. Within ten (10) business days of the entry of the Consent Decree, United Blood shall submit to the Commission the name and credentials of the person whom it recommends to conduct the training, and a description of the training to be provided. Within ten (10) business days of the Commission's receipt of United Blood's recommendations, the Commission will advise United Blood whether or not it approves of United Blood's recommendations. The Commission will not reject United Blood's recommendations without good cause or for reasonable reasons. If the Commission does not approve of any of United Blood's recommendations, the parties will make good faith efforts to resolve their differences. Within ten (10) business days of the completion of the training, United Blood shall notify the EEOC of the dates the training was conducted, and the name and job title of each person who received the training.

### **RECORD-KEEPING**

19. For the period covered by this Consent Decree, United Blood shall maintain and keep available for inspection and copying by the Commission the following records for each facility at which it conducts business:

- A. All documents relating to any employee who requires, for medical reasons, more than a 90-day leave of absence, including documents relating to United Blood's response to any request for medical leave beyond the 90-day period.
- B. All documents created, maintained, or utilized by United Blood in performing or administering this Consent Decree; and
- C. Any other materials the preparation or maintenance of which is required by this Consent Decree.

20. United Blood shall make all records referred to in Paragraph 19 available for inspection and review by EEOC within five (5) business days after the Commission so requests. For the purpose of allowing EEOC to verify United Blood's compliance with this Consent Decree, United Blood shall permit the EEOC to enter United Blood's facilities and also permit its agents and/or employees whom the Commission reasonably asks to interview to be interviewed at a mutually agreeable place, date and time.

#### **REPORTING**

21. Every six (6) months for the duration of this Consent Decree, and for purposes of determining United Blood's compliance with this Consent Decree, United Blood shall provide EEOC with a report containing the following information: (a) the name, home address and telephone number, and social security number, job title, and job location of each person who was terminated while he/she was on a medical leave of absence, the date of termination, and the reason for termination; and (b) the name, home address and telephone number, and social security number, job title, and job location of each person who was terminated because his/her aggregate number of days of leave for medical reasons exceeded the maximum leave provided

by United Blood's leave of absence policy.

22. United Blood shall also provide EEOC with such other reports and materials as reasonably required by EEOC to ensure compliance with this Consent Decree.

#### **POSTING OF NOTICE**

23. Within fifteen (15) business days of the entry of this Consent Decree, United Blood shall give to each supervisor or manager of United Blood a copy of the Notice attached as Exhibit D. At the same time, United Blood shall conspicuously post a copy of the Notice at each of its facilities in a location or locations readily accessible to and commonly frequented by United Blood employees and applicants for employment. The Notice shall remain posted during the term of this Consent Decree. United Blood shall certify to EEOC within ten (10) business days from the posting of the Notice that the Notice was properly posted.

#### **COMPLIANCE AND DISPUTE RESOLUTION**

24. In the event that the Commission believes that United Blood has failed to comply with any provision of this Consent Decree, the Commission shall notify United Blood in writing of such non-compliance and afford United Blood a reasonable period not less than ten (10) business days to remedy the alleged non-compliance. If United Blood has not remedied the alleged non-compliance, the Commission may apply to this Court for a determination that United Blood is in non-compliance and an appropriate order to enforce the provisions of this Consent Decree.

#### **DURATION OF DECREE AND RETENTION OF JURISDICTION**

25. All provisions of this Consent Decree shall be in effect for a period of one (1) year.

26. For the duration of this Consent Decree, this Court shall retain jurisdiction for the

purpose of enforcing the provisions of this Consent Decree.

**COSTS OF ADMINISTRATION AND IMPLEMENTATION OF CONSENT DECREE**

27. United Blood shall bear all costs associated with its administration and implementation of this Consent Decree.

**COURT COSTS AND ATTORNEYS' FEES**

28. Each party shall bear its own court costs and attorneys' fees.

**MISCELLANEOUS PROVISIONS**

29. When this Consent Decree requires the submission by United Blood of reports, notices, or other materials to the Commission, such materials shall be mailed to: United Blood Settlement, Pamela Moore-Gibbs, Equal Employment Opportunity Commission, Chicago District Office, Legal Division, 500 West Madison, Suite 2800, Chicago, Illinois 60661.

30. United Blood will provide any potential successor with a copy of this Consent Decree within a reasonable time prior to the conclusion of negotiations for acquisition or assumption of control, and United Blood shall inform EEOC if it is about to be succeeded by any other entity or about to undergo any other material change in corporate structure.

31. United Blood and its successors shall assure that all their officers, managers, and supervisors observe the terms of this Consent Decree.

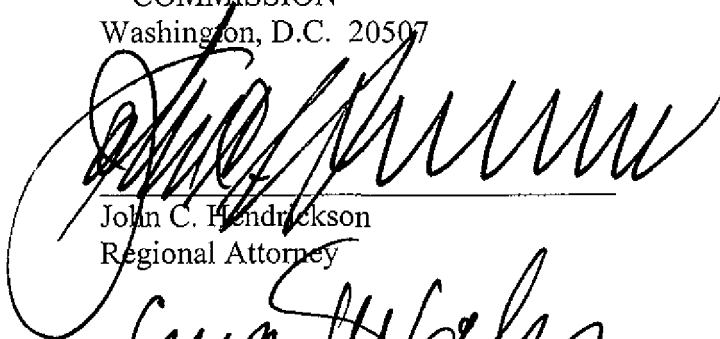
32. This Consent Decree shall be binding upon and enforceable against United Blood and its successors and assigns.

**For the Equal Employment  
Opportunity Commission:**

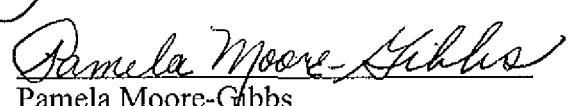
**Nicholas M. Inzeo  
Acting Deputy General Counsel**

**Gwendolyn Young Reams  
Associate General Counsel**

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION  
Washington, D.C. 20507

  
\_\_\_\_\_  
John C. Hendrickson  
Regional Attorney

  
\_\_\_\_\_  
Gregory Gochandur  
Supervisory Trial Attorney

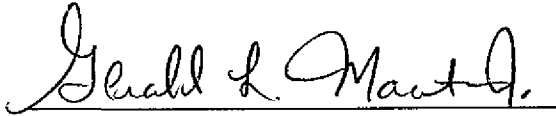
  
\_\_\_\_\_  
Pamela Moore-Gibbs  
Trial Attorney

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION  
500 West Madison Street  
Suite 2800  
Chicago, Illinois 60661  
(312) 886-9120

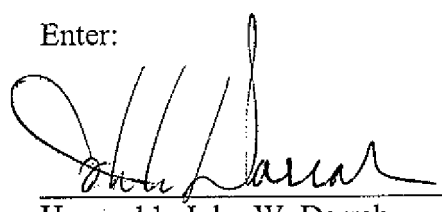
Date

8/21/01

**For United Blood:**

  
\_\_\_\_\_  
As a representative of United Blood

Enter:

  
\_\_\_\_\_  
Honorable John W. Darrah  
United States District Judge

### **Medical Leave Policy**

A medical leave of absence will be granted for up to 90 calendar days. In the case of an employee who is covered by the Americans With Disabilities Act, BSI will consider whether a reasonable accommodation (including an extension of leave) - and, if so, what accommodation - may enable the employee to fulfill the essential functions of the employee's job or any vacant and available position for which the employee is qualified, unless the Americans With Disabilities Act provides or requires otherwise.

WAIVER AND RELEASE

1. I, (name to be inserted), for and in consideration of the gross amount of \$\_\_\_\_,000,<sup>1</sup> representing all amounts payable to me under the terms of the Consent Decree to be entered into by the Court in Equal Employment Opportunity Commission v. United Blood Services, Blood Systems, Inc., LifeSource Blood Services, and the Institute for Tranfusion Medicine, Civil Action No. 99 C 2060 in the United States District Court for the Northern District of Illinois, Eastern Division, the sufficiency of which is hereby acknowledged, receipt to be effective upon my endorsement of a check for the above sum, on behalf of myself, my heirs, assigns, executors and agents, do hereby forever release, waive, acquit and discharge United Blood Services and Blood Systems, Inc. (hereinafter collectively referred to as "United Blood"), all past and present subsidiaries, divisions, affiliated companies, officers, directors, employees, successors, agents and assigns of United Blood (severally and collectively herein called "Releasee"), from any and all claims, demands, debts, causes of action, obligations, damages, costs (including attorney's fees) and liabilities of any kind or nature which I now have or may ever have had against United Blood under the Americans With Disabilities Act of 1990 as a result of or arising from the claims asserted in Equal Employment Opportunity Commission v. United Blood Services, Blood Systems, Inc., LifeSource Blood Services, and the Institute for Tranfusion Medicine, Civil Action No. 99 C 2060 in the United States District Court for the Northern District of Illinois, Eastern Division, and I understand and acknowledge that the above consideration is being paid and accepted in settlement of all such disputed claims.

2. I further affirm that the only consideration of my signing this Waiver and Release ("Release") is the terms stated above, that no other promise or agreement of any kind has been made to or with me by any person or entity whatsoever to cause me to sign the Release. I agree that I am signing this Release knowingly and voluntarily, that I have not been coerced or threatened into signing this Release, that I have been promised anything else in exchange for signing this Release.

3. Nothing contained in this Release shall be admissible evidence in any judicial, administrative, or other legal

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<sup>1</sup> One check will be payable to me in the gross amount of \_\_\_\_ dollars and no cents (\$\_\_\_\_00.00), less all legally required payroll tax withholdings and deductions, representing alleged back pay damages. One check will be payable to me in the gross amount of \_\_\_\_ dollars and no cents (\$\_\_\_\_00.00), representing payment for alleged emotional distress and pain and suffering.



proceeding, or be construed as an admission of any liability or wrongdoing on the part of United Blood of any violation of federal or state statutory or common law or regulation.

4. This Waiver and Release shall be construed and enforced in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the undersigned has executed this Release this \_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_

\_\_\_\_\_  
Witnessed By

Exhibit B

WAIVER AND RELEASE

1. I, (name to be inserted), for and in consideration of the gross amount of \$\_\_\_\_,000,<sup>1</sup> representing all amounts payable to me under the terms of the Consent Decree to be entered into by the Court in Equal Employment Opportunity Commission v. United Blood Services, Blood Systems, Inc., LifeSource Blood Services, and the Institute for Tranfusion Medicine, Civil Action No. 99 C 2060 in the United States District Court for the Northern District of Illinois, Eastern Division, the sufficiency of which is hereby acknowledged, receipt to be effective upon my endorsement of a check for the above sum, on behalf of myself, my heirs, assigns, executors and agents, do hereby forever release, waive, acquit and discharge United Blood Services and Blood Systems, Inc. (hereinafter collectively referred to as "United Blood"), all past and present subsidiaries, divisions, affiliated companies, officers, directors, employees, successors, agents and assigns of United Blood (severally and collectively herein called "Releasee"), from any and all claims, demands, debts, causes of action, obligations, remedies (including reinstatement with United Blood), damages, costs (including attorney's fees) and liabilities of any kind or nature which I now have or may ever have had against United Blood under the Americans With Disabilities Act of 1990 as a result of or arising from the claims asserted in Equal Employment Opportunity Commission v. United Blood Services, Blood Systems, Inc., LifeSource Blood Services, and the Institute for Tranfusion Medicine, Civil Action No. 99 C 2060 in the United States District Court for the Northern District of Illinois, Eastern Division, and I understand and acknowledge that the above consideration is being paid and accepted in settlement of all such disputed claims.

2. I further affirm that the only consideration of my signing this Waiver and Release ("Release") is the terms stated above, that no other promise or agreement of any kind has been made to or with me by any person or entity whatsoever to cause me to sign the Release. I agree that I am signing this Release knowingly and voluntarily, that I have not been coerced or threatened into signing this Release, that I have been promised anything else in exchange for signing this Release.

3. Nothing contained in this Release shall be admissible evidence in any judicial, administrative, or other legal

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<sup>1</sup> One check will be payable to me in the gross amount of \_\_\_\_ dollars and no cents (\$\_\_\_\_00.00), less all legally required payroll tax withholdings and deductions, representing alleged back pay damages. One check will be payable to me in the gross amount of \_\_\_\_ dollars and no cents (\$\_\_\_\_00.00), representing payment for alleged emotional distress and pain and suffering.

proceeding, or be construed as an admission of any liability or wrongdoing on the part of United Blood of any violation of federal or state statutory or common law or regulation.

4. This Waiver and Release shall be construed and enforced in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the undersigned has executed this Release this \_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
Witnessed By

Exhibit C

## NOTICE OF NON-DISCRIMINATION

This Notice is being posted pursuant to a Consent Decree voluntarily entered into by United Blood Services and Blood Systems, Inc. ("United Blood") and the Equal Employment Opportunity Commission ("EEOC") in connection to the settlement in the case entitled EEOC v. United Blood Services, et al. No. 99 C 2060.

In the suit, EEOC alleged that United Blood violated the Americans With Disabilities Act ("ADA") with respect to the implementation of its leave policy by refusing to provide reasonable accommodation to a class of persons with disabilities by extending additional leave time. United Blood denied the allegations contained in the EEOC's suit, and by entering into a Consent Decree, United Blood does not admit any liability or wrongdoing.

Under the terms of the Consent Decree, United Blood will:

1. Not engage in any employment practice which violates the ADA;
2. Not retaliate against any person who exercises his or her rights under the ADA;
3. Change its "Leave of Absence" Policy so that it complies with the ADA;
4. Make monetary payments to the persons who were affected by the employment practices alleged in the lawsuit;
5. Provide training to managers and supervisors concerning the requirements of the ADA; and
6. Maintain and provide employee record information to the EEOC.

Federal law prohibits covered employers from discriminating against any employee or applicant for employment on the basis of disability, sex, race, color, national origin, or age, and from retaliation. Should you have any complaints of discrimination or retaliation, you can contact the EEOC at the address given below. EEOC charges no fee for their services and has employees who speak languages other than English.

Dated: \_\_\_\_\_

\_\_\_\_\_  
For United Blood Services

\_\_\_\_\_  
John P. Rowe  
District Director  
EEOC

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

This Notice must remain posted for one (1) year from the date shown above and must not be altered, defaced, or covered by any other material. Any questions concerning this Notice or compliance with its provisions may be directed to the U.S. Equal Employment Opportunity Commission, Chicago District Office, Suite 2800, Chicago, Illinois 60661.

Exhibit D