

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF IOWA
DAVENPORT DIVISION

FILED
DES MOINES, IOWA
2004 FEB 27 PM 1:00
CLERK U.S. DISTRICT COURT
SOUTHERN DISTRICT OF IOWA

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

QUIANNA M. KNOWLES,

Plaintiff-Intervenor,

vs.

REMEDY INTELLIGENT
STAFFING, INC.,

Defendant.

Civil Action No. 3-02-10067

CONSENT DECREE AND ORDER

This action was filed by the Equal Employment Opportunity Commission (“Commission”) on June 12, 2002, pursuant to the Americans With Disabilities Act (“ADA”), 42 U.S.C. §12101 *et seq.* The Commission alleged that Remedy Intelligent Staffing Inc. (hereinafter, “defendant”) violated the ADA when it refused to hire Quianna Knowles for a job with the Scotts Company and refused to accommodate her disability, deafness. Defendant has denied the Commission’s allegations. Knowles intervened in this action by filing a complaint herein on October 15, 2002; the Court’s order granting said intervention was filed November 8, 2002.

The Commission, Knowles, and defendant (the “parties”) have agreed to resolve this matter pursuant to this Consent Decree, without continuing to trial on the merits of the claims of the Commission and Knowles.

NOW, THEREFORE, the Court having carefully examined the terms and provisions of this Consent Decree, and based on the pleadings, record and stipulations of the parties, it is

ORDERED, ADJUDGED, AND DECREED THAT:

1. This Court has jurisdiction over the subject matter of this action and over the parties for purposes of entering and enforcing this Decree.
2. The terms of this Decree are adequate, fair, reasonable, equitable and just.
3. This Decree conforms with the Federal Rules of Civil Procedure and is not in derogation of the rights or privileges of any person. The entry of this Decree will further the objectives of the ADA, and will be in the best interests of the parties, those for whom EEOC seeks relief, and the public.
4. This Decree resolves all claims arising out of the Charge of Discrimination filed by Quianna Knowles, EEOC Charge No. 260-A1-0892, and constitutes a complete resolution of all claims under the ADA that were made or could have been made by the parties to that charge. The parties further agree that this Decree does not resolve any other claims.

INJUNCTIVE RELIEF

5. **Injunction.**

Defendant and its officers, agents, employees, successors, franchisees, and all persons in active concert or participation with them shall be and are hereby permanently enjoined from engaging in any employment practice that discriminates on the basis of disability.

2. Training.

Defendant shall provide training in regard to the Americans With Disabilities Act (“ADA”) to all of its management and supervisory employees in all of its U.S. offices, including franchisees, once per year for the next two years from the date of entry of this Consent Decree and Order, and shall annually provide the EEOC’s Milwaukee District Office with a list of those trained and the date and description of the training provided. Such training may be conducted by video tape or other means as chosen by Remedy. The video shall include training in regard to disability discrimination, reasonable accommodation, stereotypes involving persons with disabilities, and the ADA.

3. Posting.

Defendant shall place a public notice, in a conspicuous place, at all of its U.S. offices, including franchisees, for a period of two years from the date of entry of this Consent Decree and Order. The notice shall be in the form attached hereto as Exhibit A and captioned “Notice To All Employees.” Defendant shall annually provide the EEOC’s Milwaukee District Office with proof of compliance with this provision.

4. Dissemination of Policy Statement

Within 30 days of execution of this Consent Decree, Defendant agrees to issue and disseminate a statement to all its human resources staff, recruiting department personnel, and all others with day-to-day ADA responsibility, including franchisees, in the form attached as Exhibit B (or in such other form as it may choose, with the consent of the Commission), affirming its obligation to comply with the ADA, and affirming that it is the responsibility of all

of Defendant's employees to comply with the ADA. Once each year for the next two years, Defendant shall re-issue the policy statement on an annual basis, to all of its human resources staff, recruiting department personnel, and all others with day-to-day ADA responsibility.

5. Certification to Commission.

Upon each annual compliance with the foregoing provision of this Consent Decree, Defendant shall promptly certify to the undersigned counsel for the Commission that Defendant has complied with it.

6. Reporting

For two years from the entry of this Consent Decree and Order, Defendant shall, at its branches (but not at its franchisees nor licensees) maintain written records of (1) the names and addresses of its applicants who advise Defendant during the application process that they have a disability and need a reasonable accommodation for a disability; and (2) Defendant's complete actions in regard to such individuals. Defendant shall make available to the EEOC, on a semiannual basis starting June 30, 2004 ending December 31, 2005, the following information: (1) the number of such individuals; (2) the outcomes of their applications and accommodation requests; and (3) an explanation as to why any requested accommodations were not granted. The EEOC will not require as a part of this Consent Decree that the names and addresses of the individuals be furnished to the EEOC as part of the monitoring of this Consent Decree, except as follows:

If the EEOC, upon review of the information described in the preceding paragraph, concludes that its monitoring of this Consent Decree requires access to one or more names and

addresses of the individuals, then the EEOC shall so notify Defendant and seek to resolve any disputes informally. If such informal resolution is not possible, the EEOC may then move the Court for production of said information. Defendant reserves its rights to assert objections to such discovery of such names and addresses.

Defendant shall maintain such documents for the full two year reporting period, and for one year thereafter.

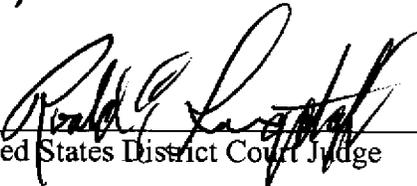
7. Right of Entry for Inspection

The Commission shall have the right, on 96 hours' written notice to Defendant, to enter upon Defendant's offices and inspect any relevant documents or records for the purpose of determining Defendant's compliance with this Consent Decree and Order. The provisions of this paragraph do not apply to paragraph 6, specifically the EEOC will not have the right to inspect the names or addresses of any individuals as identified in paragraph 6, except as provided in paragraph 6.

MONETARY RELIEF

Defendant agrees, within 15 days of signature of this Consent Decree and Order by the Court, to pay \$80,000 to Ms. Knowles and her attorneys. Defendant shall mail the payments to Ms. Knowles c/o her counsel, John Wright, Esq. and Curt Dial, Esq., and shall simultaneously provide a copy of the payment check to the undersigned counsel for the Commission.

SO ORDERED, ADJUDGED AND DECREED this 27th day of Feb, 2004.

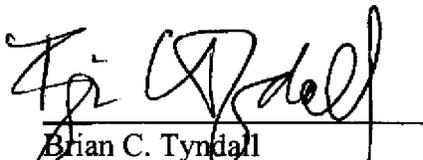

United States District Court Judge

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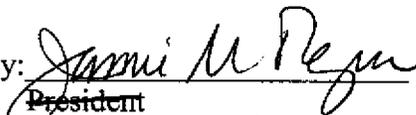
Jean P. Kamp
Regional Attorney



Brian C. Tyndall
Senior Trial Attorney

Date 02/04/04

Remedy Intelligent Staffing, Inc.

By: 

President
JAMIE RYAN
Corporate Counsel

Date 2/12/04

Exhibit A

NOTICE TO ALL EMPLOYEES

This notice is being posted by per the terms of a settlement agreement between Remedy Intelligent Staffing, Inc. ("Remedy") and the U.S. Equal Employment Opportunity Commission ("EEOC"). The EEOC alleged that Remedy violated the Americans With Disabilities Act ("the ADA") by refusing to hire an applicant for an assignment at one of Remedy's clients and refusing to accommodate the applicant's disability, deafness. Remedy agrees not to discriminate against any employee or applicant for employment because he or she has a disability.

Should you have any complaints of discrimination on the basis of disability, you can contact [_____], or the local EEOC office. EEOC charges no fee for its services, and has employees who speak languages other than English. EEOC's offices are accessible to individuals with disabilities.

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

Exhibit B
[Remedy Letterhead]

Remedy Intelligent Staffing, Inc. believes in hiring, placing, and promoting individuals on the basis of qualifications and merit. It is Remedy's policy that all employment practices, including recruiting, hiring, promotion, layoff, recall from layoff, training, compensation, benefits, and other terms, privileges and conditions of employment, be free from discrimination of any kind, including discrimination on the basis of disability. Remedy believes in full compliance with fair employment laws, including specifically the federal Americans With Disabilities Act, or ADA, which makes it illegal to discriminate against individuals with disabilities. Remedy will make reasonable accommodations for individuals with disabilities, in compliance with the ADA.

It is the responsibility of all Remedy employees to comply with this policy in fact and in spirit.

Dated: _____

President *Jamie Ryan*