UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,	
Plaintiff,	**Civil Action No. 08-CV-8023**
v.	
GRAND CENTRAL PARTNERSHIP, INC.,	
Defendant.	

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DATE FILED: 8/7/09

CONSENT DECREE

This action was initiated on September 17, 2008 by Plaintiff, the Equal Employment Opportunity Commission (hereinafter "EEOC"), an agency of the United States Government, alleging that Defendant Grand Central Partnership, Inc. (hereinafter "Defendant") subjected Deon Bailey ("Mr. Bailey"), Brian Lee ("Mr. Lee"), Milton Marcano ("Mr. Marcano"), and Frantz Seraphin ("Mr. Seraphin"), (collectively "Charging Parties"), to discrimination on the basis of their religion (Rastafari), in violation of Title VII of the Civil Rights Acts of 1964, as amended, 42 U.S.C. §2000e et seq. ("Title VII"), and the Civil Rights Act of 1991, 42 U.S.C. § 1981A, by refusing to accommodate their religion in Defendant's enforcement of its personal appearance policy and suspending and disciplining them because of their religion. EEOC filed its First Amended Complaint in this action on January 27, 2009 alleging that Defendant discriminated against and harassed the Charging Parties because of their religion and national origins, and retaliated against them for engaging in protected activity.

EEOC and Defendant desire to settle this action, and therefore EEOC and Defendant do hereby stipulate and consent to the entry of this consent decree as final and binding between

the parties, and Defendant, including Defendant's parent organizations, successors, assigns, subsidiaries, affiliates, and any other corporation or other entity into which Defendant may merge or with which Defendant may consolidate. The parties have agreed that this Decree may be entered into without findings of fact and conclusions of law having been made and entered by the Court. The execution and acceptance of this Decree by Defendant is voluntary and does not constitute any admission of liability in connection with the matters alleged in the Charges filed by the Charging Parties with EEOC or in EEOC's Complaint or First Amended Complaint and may not be used as evidence for any purpose in any litigation except to enforce the Decree. The parties have agreed to enter into this Decree to avoid the cost and expense of further litigation, and Defendant continues to expressly deny any and all liability in connection with these matters.

In consideration of the mutual promises of each party to this Decree, the sufficiency of which is hereby acknowledged, the parties agree as follows, and the Court finds appropriate, and it is therefore ORDERED, ADJUDGED AND DECREED that:

1. This Decree resolves all issues and allegations in EEOC's Complaint and First Amended Complaint filed in the instant action and all issues raised in EEOC Charge Numbers 520-2006-01116, 520-2006-01117, 520-2006-01118, 520-2006-01119, which served as the jurisdictional prerequisite in this case. This Decree does not resolve any other charges currently pending before EEOC, or any charge that may be filed in the future by Charging Parties. EEOC reserves all rights to proceed regarding matters not covered in this Decree.

2. The Court has jurisdiction of the subject matter of this action and over the parties, venue is proper, and all administrative prerequisites have been met.

3. Defendant will not contest the validity of this Decree.

4. Defendant will not contest the jurisdiction of the United States District Court to enforce this Decree and its terms, or the right of EEOC to bring an enforcement suit upon the Defendant's breach of any of the terms of this Decree.

5. The parties agree that this Consent Decree constitutes the complete agreement between them, and supersedes all rights, obligations, negotiations, representations, and writings prior to the date of this Consent Decree, except for the Settlement Agreements and Releases entered into between the Charging Parties and Defendant. By mutual consent of the parties, this Consent Decree may be amended in the interest of justice and fairness and to facilitate execution of this Decree's provisions. No waiver, modification, or amendment of any provision of this Consent Decree shall be effective unless made in writing, approved by all parties to this Consent Decree, and approved or ordered by the Court.

6. The Charging Parties have consulted counsel through the Court's pro bono mediation program concerning the meaning and effect of the Settlement Agreements and Releases.

7. Breach of any term of this Decree by Defendant will be deemed a substantive breach. EEOC will determine whether Defendant has complied with the terms of this Decree and is authorized to seek compliance with this Decree in the United States District Court, which will retain jurisdiction to enforce this Decree.

8. If EEOC determines that the Consent Decree has been violated, it will provide Defendant with fifteen (15) business days within which to cure the violation, by notifying Defendant's General Counsel Marc Wurzel, in writing, before seeking the Court's intervention. EEOC need not comply with this provision if the delay would result in immediate harm to the public interest.

9. Defendant shall provide timely written notice and a copy of this Consent Decree to any successors, assigns, any other corporation or other entity that acquires Defendant and any corporation or other entity into which Defendant may merge or with which Defendant may consolidate. The successors, assigns acquiring entities, and any surviving entities upon merger or consolidation shall be fully liable for complying with the terms of this Decree. Defendant shall provide written notice to EEOC within 10 days of any assignment, succession, acquisition, merger or consolidation affecting Defendant.

10. Defendant and its managers, officers, agents, parent organizations, successors, assigns, subsidiaries, affiliates, and any other corporation or other entity into which Defendant may merge or with which Defendant may consolidate will not discriminate against any individual because of the individual's religion including through the failure to provide a reasonable accommodation that eliminates the conflict between an employee's religious belief and Defendant's personal appearance policy unless the reasonable accommodation poses an undue hardship to Defendant. Defendant and its managers, officers, agents, parent organizations, successors, assigns, subsidiaries, affiliates, and any other corporation or other entity into which Defendant may merge or with which Defendant may consolidate will not retaliate against Mr. Lee, Mr. Seraphin, Mr. Bailey, or Mr. Marcano, or any other individual for asserting her or his rights under Title VII or otherwise engaging in protected activity. This includes Defendant not retaliating against any individual who files or has filed a charge, requests or has requested a religious accommodation, gives or has given testimony or given assistance with the investigation or litigation of these charges or action, has opposed discriminatory conduct, or asserts or has asserted her or his rights under Title VII.

11. Defendant will maintain written policies and procedures prohibiting employment discrimination, and will implement a policy and procedure addressing specifically reasonable accommodation of employees' religious beliefs or practices (hereinafter "Equal Employment Opportunity Policies & Procedures" or "EEO Policies"). A copy of this document is attached as Exhibit A.

12. Defendant's EEO Policies referred to in Paragraph 11 state the methods for requesting a reasonable accommodation for a religious practice, include a request form for making such requests, a copy of which is attached as Exhibit B, and provide guidance and instruction to all managers and human resources personnel on handling such requests to ensure compliance with the provisions of Title VII. Defendant will grant reasonable religious accommodations that eliminate the conflict between an employee's religious belief and Defendant's personal appearance policy, unless the reasonable accommodation presents an undue hardship to Defendant. Defendant's EEO Policies will state that a reasonable accommodation determination will be made based on an individualized interactive process between Defendant and the employee making the request.

13. Defendant will discipline any manager or employee who violates Defendant's anti-discrimination and EEO Policies or otherwise engages in illegal discrimination.

14. Within 10 business days of the entry of this Decree, Defendant will distribute a copy of its EEO Policies to its employees. Defendant will, thereafter, distribute a copy of the employee handbook containing the EEO Policies to all new employees at their orientation, but no later than three days after their start date. Defendant will also reference and follow its anti-discrimination policies and the EEO Policies as to job applicants and will provide a copy of the EEO Policies to applicants who request reasonable accommodation for religious beliefs or

practices during any aspect of the hiring or interviewing process. Defendant will also redistribute the Policies annually on the anniversary date of this Consent Decree for the period of this Decree.

15. Within 15 business days of distribution of the EEO Policies, Defendant will provide written verification to EEOC that it has distributed a copy of the written policies and procedures described in Paragraph 11 to all of its employees. Every 6 months thereafter, Defendant will send written verification to EEOC that these written policies and procedures have been disseminated to all job applicants who have asked about religious accommodation for religious beliefs and that these written policies and procedures have been given to all new employees during their orientation or no later than 3 days of such individuals starting their employment with Defendant.

16. Defendant will continue to post EEO posters on the bulletin board in the basement, near the locker rooms at 370 Lexington Avenue, New York, New York.

17. Within 10 business days after the entry of the Decree, Defendant will display and maintain a Notice, a copy of which is attached as Exhibit C, on the bulletin board in the basement near the locker rooms at 370 Lexington Avenue, New York, New York. This Notice shall be signed by Defendant's top company official, Alfred Cerullo, emphasizing Defendant's commitment to abide by federal laws prohibiting employment discrimination, including laws prohibiting discrimination on the basis of religion. Within 15 business days after the entry of this Decree, Defendant will send written verification to EEOC that the EEO Poster and the Notice have been posted.

18. Within 120 days of the entry of this Decree, Defendant will provide its employees with no fewer than 2 hours of training in federal laws prohibiting discrimination in employment, with a special emphasis on laws prohibiting discrimination and harassment on the basis of

religion and national origin and reasonable accommodations for religion. The training will address Defendant's policy concerning requests for a reasonable accommodation because of religious practices, and the proper steps that Defendant will take to address a request. The training will also stress that an employee may request a reasonable accommodation for religious practices without fear of retaliation. It will also address religious diversity, the need for religious tolerance of beliefs, and the possible needs for reasonable accommodations for religious beliefs and practices.

19. Within 120 days of the entry of this Decree, Defendant will provide all supervisors and managers 3 hours of training in federal laws prohibiting discrimination in employment, with a special emphasis on laws prohibiting discrimination and harassment on the basis of religion and national origin and reasonable accommodations for religion. The training will stress that discrimination of employees or applicants based on religion will not be tolerated. The training will cover Defendant's nondiscrimination policies and procedures, including Defendant's policies and procedures for handling employees' and applicants' requests for reasonable accommodations. They will be trained on Defendant's policies and procedures, which require that Defendant respond to employee requests for reasonable accommodations for religious beliefs or practices when enforcing its personal appearance policy by eliminating the conflict between those beliefs or practices and the Company's policy unless doing so would result in an undue hardship to Defendant, and engage in an interactive process to ensure that reasonable accommodations will be provided in compliance with Title VII. The training will also stress that employees may not be retaliated against for opposing discriminatory conduct or engaging in protected activity or for requesting reasonable accommodations. It will also address religious diversity and tolerance and the possible needs for reasonable accommodations for

religious beliefs and practices. The training will emphasize the need to follow Defendant's policies and procedures for preventing and remedying discrimination. The training will also emphasize Defendant's disciplinary policies regarding employees who engage in religious discrimination or retaliation.

20. The anti-discrimination trainings will be conducted by the law firm of Littler Mendelson. Defendant will maintain attendance records identifying the name and job title of the attendees at each session. Within 30 days of each training session, Defendant will provide to EEOC a copy of the attendance records from the training session, including the names and signatures of those present.

21. Within 120 days after entry of this Decree, Defendant shall provide written confirmation of all the line employees and all managers and supervisors and human resources personnel that have received training regarding the EEO Policies with an emphasis on religious accommodation and national origin and religion based discrimination and harassment, and a list of those who have not attended and received the training, and the reason.

22. Defendant will maintain records of all employee requests for reasonable accommodation for religious practices or beliefs. Within 3 months of the entry of this Decree, and every 3 months thereafter for the life of this Decree, Defendant will provide EEOC with a written report containing, at a minimum, a summary of all requests for reasonable accommodations for religious practices or beliefs, including the name of the individual making the request, the procedure used in handling the requests and Defendant's final disposition. If no such requests were made during the three month period, Defendant shall provide this information to EEOC in writing every three months for the life of this Decree.

23. Defendant will maintain records of all written or oral complaints or allegations of discrimination on the basis of religion or national origin or based on failure to accommodate religious beliefs or practices by any of its employees during this time period. Within 3 months of the entry of this Decree, and every 3 months thereafter, Defendant will provide EEOC with a summary of each complaint, and for each such complaint: the name of the complaining party or party who was allegedly subjected to discrimination or retaliation, the name of the person(s) who allegedly engaged in such discriminatory or retaliatory conduct, the results of any investigation of the complaint or allegation, and any remedial action taken by Defendant. If no such requests were made during the 3 month period, Defendant shall provide this information to EEOC in writing every 3 months for the life of this Decree.

24. Defendant will accommodate the religious beliefs and practices of the Charging Parties by allowing them to wear their dreadlocks in a neat and tight ponytail centered behind the head with two GCP-issued hairbands tying it, so that the GCP uniform hat lies flat on the Charging Parties' heads. Defendant will accommodate the Charging Parties' requests to maintain neatly groomed beards for religious purposes.

25. Within 10 business days after entry of the Consent Decree, GCP has represented that its insurer has agreed to pay $40,000 in compensatory damages ($10,000 per Charging Party). GCP's insurer will issue or cause to be issued Tax Form 1099 for each Charging Party and cause copies of the checks and tax forms to be sent to EEOC within 10 business days after the checks have been issued. No deductions shall be taken from these payments.

26. Defendant agrees to expunge from the personnel files of the Charging Parties the disciplinary actions concerning Defendant's Personal Appearance policy.

27. EEOC may monitor compliance of this Decree by inspection of Defendant's

premises, records, and interviews with employees during regular business hours on weekdays provided it allows 48 hours' written notice, not including weekends and holidays, to Defendant's General Counsel Marc Wurzel.

28. All materials required by this Decree to be sent to EEOC shall be addressed to Sunu P. Chandy and emailed to sunu.chandy@eeoc.gov.

29. This Decree will not expire while any enforcement action concerning this Decree is pending.

30. The Court retains jurisdiction over this action during the duration of this Decree. The matter may be administratively closed but will not be dismissed during the duration of this Decree.

31. Within 30 days after the date set for the expiration of this Decree, the parties will submit a stipulation of dismissal with prejudice to the Court or a notice that this Decree has not expired because an enforcement action is pending.

32. This Decree constitutes the complete understanding among the parties. No modification or other promises or agreements shall be binding unless agreed to in writing and signed by these parties.

33. This Decree will remain in effect for 2.5 years from the date of entry.

Dated: 7/31/09

FOR PLAINTIFF EEOC

Elizabeth Grossman, Regional Attorney

Sunu P. Chandy, Senior Trial Attorney
33 Whitehall Street, 5th Floor
New York, New York 10004
Telephone No. 212.336.3706
Facsimile No. 212.336.3623
Email Address: sunu.chandy@eeoc.gov

FOR DEFENDANT GRAND CENTRAL PARTNERSHIP

Dated: July 31, 2009

Bertrand B. Pogrebin
Littler Mendelson, P.C.
900 Third Avenue
New York, NY 10022-3298
Telephone No. 212.583.2680
Facsimile No. 212.832.2719
Email Address: BPogrebin@littler.com

SO ORDERED, ADJUDGED, AND DECREED,

Signed this 6th day of August, 2009

HON. PAUL G. GARDEPHE
UNITED STATES DISTRICT JUDGE

EXHIBIT A

EQUAL EMPLOYMENT OPPORTUNITY

GCP is an equal opportunity employer and treats all employees and all applicants for employment without unlawful discrimination as to race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, ancestry, religion, veteran, or citizenship status in all employment decisions, including but not limited to recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, layoff and termination, and all other terms and conditions of employment.

POLICY AGAINST DISCRIMINATION AND HARASSMENT

GCP is firmly committed to a policy of non-discrimination and to the right of all employees to a work environment free of harassment and intimidation. Discrimination against any employee on the basis of their actual or perceived age, race, creed, religious belief, color, sex, gender, sexual orientation, marital status, physical or mental disability *that can be reasonably accommodated without undue hardship*, national origin, alienage, citizenship or, military status or any other classification protected by law is prohibited. Harassment against any employee on the basis of their actual or perceived age, race, creed, religious belief, color, sex, gender, sexual orientation, marital status, physical or mental disability, national origin, alienage, citizenship or, military status or any other classification protected by law is prohibited.

"Harassment" is defined as verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of any of the above. Harassment may include the following conduct that is directed toward any employee or group of employees because of any of the foregoing characteristics:

- the use of epithets and slurs,
- negative stereotyping,
- ridiculing or insulting behavior,
- threats, intimidation or hostile acts, or
- denigrating or hostile written or graphic material posted or circulated in the workplace.

Conduct of this nature violates GCP's Policy against Discrimination and Harassment if it:

- has the purpose or effect of creating an intimidating, hostile or offensive working environment,
- has the purpose or effect of unreasonably interfering with an individual's work performances, or
- otherwise adversely affects an individual's employment opportunities.

Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
- submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
- such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of prohibited sex-based conduct include the following:

- unwelcome sex-based physical conduct,
- sexually oriented gestures, remarks or comments, or
- making unwanted sexual advances or propositions a term or condition of employment, such as:
- denying an employee a raise, promotion or other benefit of employment if she/he refuses to submit to sexual advances; or
- granting preferential treatment or promising preferential treatment to an employee for submitting to unwelcome sexual conduct.

Retaliating against any employee for rejecting or refusing to go along with harassing or discriminating conduct or for complaining about such conduct is also a violation of this policy.

Harassment or discrimination directed toward any employee of GCP by any other employee, or by any non-employee providing services for GCP regardless of whether it occurs on GCP's premises, at assignments away from the workplace, at company sponsored functions or elsewhere, will not be tolerated.

Any employee who believes that she/he is a victim of discrimination or harassment should immediately report such actions in accordance with the following procedure. All complaints will be promptly and thoroughly investigated.

1. Any employee who believes that she/he is a victim of discrimination or harassment should report the act to the General Counsel at 212-883-2464 or the Benefits Administrator at 212-883-2420. Any employee who witnesses any act of harassment or discrimination should report it to the General Counsel or the Benefits Administrator to help prevent future occurrences of this conduct.
2. GCP will investigate every reported incident immediately. Any employee, member of management or agent of GCP who has been found to have discriminated against or harassed another employee in violation of this policy will be subject to appropriate disciplinary action, up to and including immediate discharge.
3. GCP will conduct all investigations in a discreet manner. While GCP will do its best to maintain confidentiality where practicable, there may be occasions in which GCP will deem it necessary to disclose the details of the allegations, including the identity of the complainant, in order to conduct a complete and thorough investigation. GCP recognizes that every investigation requires a determination based on all the facts in the matter. We also recognize the serious impact a false accusation can have. We trust that all employees will continue to act responsibly.
4. The reporting employee and any employee participating in an investigation under this policy have GCP's assurance that there will be no retaliation for making a discrimination or harassment complaint or participating in an investigation of that complaint. It is our policy to encourage discussion of the matter to help protect others from being subjected to similar inappropriate behavior.

AMERICANS WITH DISABILITIES ACT

GCP is committed to providing equal employment opportunities to otherwise qualified individuals with physical or mental disabilities, which includes providing reasonable accommodation where appropriate. In general, it is an employee's responsibility to notify his or her director, supervisor, or the General Counsel or Benefits Administrator of the need for an accommodation. GCP may ask an employee requesting an accommodation for a disability to provide additional information from a licensed healthcare professional or other medical or rehabilitation professional.

ACCOMMODATION FOR RELIGIOUS BELIEFS AND PRACTICES

GCP provides reasonable accommodation for employees' religious expressions, observances and requirements when employees bring such matters to GCP's attention and a reasonable accommodation can be identified. A reasonable accommodation is one that eliminates the conflict between an employee's religious beliefs or practices and the employee's job requirements, without causing undue hardship to GCP or coworkers. A reasonable accommodation determination will be made based on an individualized interactive process between GCP and the employee who makes the request for a reasonable accommodation.

GCP employs an accommodation process to assist employees and management, and those administering the accommodation process. Through this process, GCP and employees use a system of open communication to specifically discuss and take action to reasonably accommodate employees' needs. The intent of this process is to ensure a consistent approach when addressing all requests for accommodation. Just as with requests for a reasonable accommodation for a disability, it is an employee's responsibility to notify his or her director, supervisor, or GCP's General Counsel or Benefits Administrator of the need for a reasonable accommodation for religious beliefs or practices. Any employee who perceives a conflict between job requirements and religious belief or practice should bring this conflict and a ***written*** request for accommodation to the attention of his or her director, supervisor, or to the General Counsel or Benefits Administrator to initiate this accommodation process. An accommodation request form is available from an employee's director, supervisor, or from the General Counsel or Benefits Administrator.

GCP expects its employees to be tolerant of each other's right to appropriately — and within the law— express or display their religious status or beliefs in conformance with their religious practices. Employees may express verbally their religious beliefs or wear or possess items in the workplace that express religious status or beliefs if these expressions do not otherwise violate GCP's policies, conflict with a job requirement, disrupt the work environment and/or GCP's operations, or create a health or safety hazard. GCP expects that its employees will exercise good judgment and sensitivity to coworkers in making common sense distinctions between the appropriate expression of religious status or belief and conduct or displays that are truly violative of GCP policy or job requirements, offensive, disruptive, unsafe or otherwise inappropriate. However, GCP also expects employees not to subject coworkers to unwelcome expressions of religious views, proselytizing, or intimidating, hostile or offensive conduct or displays of religious symbols and artifacts while in the workplace. It is a violation of GCP policy to force any employee to participate unwillingly in religious activity. Employees should feel free to express their concerns about behavior or displays which they believe are truly violative of GCP policy or job requirements, offensive, threatening, or intimidating on the basis of their religious beliefs. These would include, for example, language or symbols that clearly state, imply, or condone opposition, prejudice, hatred, or violence against any person or religious group. Any questions or concerns about this policy or perceived violations of this policy should be brought to the attention of the GCP's General Counsel at 212-883-2464 or Benefits Coordinator at 212-883-2420.

Grand Central
PARTNERSHIP

EXHIBIT B

EMPLOYEE RELIGIOUS ACCOMMODATION REQUEST FORM

Name of Employee: _____

Date: _____ Employee's Department: _____

Employee's Supervisor: _____

Work Conflict (Type and Description):

- ❑ (a) Schedule
- ❑ (b) Task Assignment
- ❑ (c) Dress Code
- ❑ (d) Other
- ❑ Long Term?
- ❑ Short Term?

Explain: _____

_____

Accommodation(s) Suggested by Employee (optional):

_____

_____

I hereby declare that my religious beliefs are sincere and that the above-described conflict(s) arise from such beliefs or practices.

Signed: _____ Date: _____

YOU MAY SUBMIT THIS FORM TO YOUR DIRECTOR, SUPERVISOR, OR TO THE GENERAL COUNSEL OR BENEFITS ADMINISTRATOR.

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
New York District Office
33 Whitehall Street, 5th Floor
New York, NY 10004-2112
For General Information: (800) 669-4000
TTY: (800)-669-6820
District Office: (212) 336-3721

EXHIBIT C

NOTICE TO ALL EMPLOYEES OF GRAND CENTRAL PARTNERSHIP, INC.

This NOTICE is being posted as part of a Consent Decree entered by the Court to resolve litigation between Grand Central Partnership, Inc. (GCP) and the U.S. Equal Employment Opportunity Commission (EEOC), Case No. 08-8023, filed in federal court in the Southern District of New York.

Federal laws prohibit employers from discriminating against applicants and employees on the basis of age, national origin, religion, race, color, sex, or disability. GCP agrees that its managers, officers, or agents will not discriminate against any individual on any prohibited basis under federal employment discrimination law, or to retaliate against any employee who engages in protected activity. Federal law also requires employers to provide a reasonable accommodation for religious practices. If an employee requests a reasonable religious accommodation, GCP shall engage in an interactive process with the employee to explore reasonable accommodations. GCP agrees that the company will not discriminate against any individual because of the individual's religion and will not retaliate against any individual who requests a religious accommodation.

Should you require a religious accommodation or have any complaints of discrimination, harassment or retaliation please contact one of the following members of GCP management: Marc Wurzel, General Counsel, at 212-883-2464 or Ann DeNivo, Benefits Coordinator, at 212-883-2440.

You may also contact EEOC at:

EEOC Intake Number: 800-669-4000
EEOC Website: www.eeoc.gov

THIS IS AN OFFICIAL NOTICE AND SHALL NOT BE DEFACED BY ANYONE
This notice must remain posted for two and half years from posting, until _____, 2012.

Signed this _____day of _____, 2009

By: _____
Alfred C. Cerullo, III, Grand Central Partnership, Inc., President & CEO