IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF INDIANA FORT WAYNE DIVISION

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,)
Plaintiff,) CIVIL ACTION NO.
v.	1 : 08CV # 082 TS
RENHILL GROUP INC. d/b/a)
RENHILL STAFFING SERVICES)
)
)
Defendant.)
)

CONSENT DECREE

PART ONE GENERAL PROVISIONS

Section 101 Introduction

Civil Action No. (1:08 C V 8 2) was instituted by the Equal Employment

Opportunity Commission ("EEOC" or "Commission") against Renhill Group Inc. ("Renhill")

pursuant to Sections 706(f)(1) and (3) of Title VII of the Civil Rights Act of 1964, as amended,

42 U.S.C. §§ 2000e-5(f)(1) and (3) ("Title VII") and Section 7(b) of the Age Discrimination in

Employment Act of 1967, as amended, 29 U.S.C. § 626(b) (the "ADEA"). The Commission

additionally alleged that Renhill failed to preserve records, in violation of Section 709(c) of Title

VII, 42 U.S.C. § 2000e-8(c) and Section 7(a) of the ADEA, 29 U.S.C. § 626(a). The

Commission's action was brought to correct alleged unlawful employment practices on the basis

of age, race and retaliation. The EEOC sought relief for Katie Griffin, Raylene Webb, Brain

Taylor, and a class of applicants who were alleged to have been subjected to these unlawful employment practices.

The Commission, and Renhill have advised this Court that they desire to resolve this civil action without the burden and expense of further litigation. Renhill has expressly denied liability and this Consent Decree does not constitute and should not be construed as an admission of liability of any kind by Renhill in this matter. It is, therefore, the finding of this Court, based on the pleadings and the record as a whole that this Decree resolves the issues raised by the Complaint of the Commission.

Section 102 Jurisdiction

The parties hereby stipulate to the jurisdiction of the Court over the parties and the subject matter of this action now and for the duration of this Consent Decree (including any extensions thereof), that venue is proper, and that all administrative prerequisites have been met.

Section 103 Duration of the Consent Decree

Unless extended by the Court for good cause, the Consent Decree shall continue in force and effect for a period of thirty-six (36) months. Prior to the expiration of the Consent Decree, either party may move the Court for an extension of the obligations of any part of the Consent Decree that such party contends have not been complied with or completed, and the Consent Decree shall remain in effect only as to such provisions until the Court rules on the motion or otherwise orders.

PART TWO NON-MONETARY RELIEF

Section 201 Posting of Notice of Non-discrimination

Defendant agrees that within seven (7) calendar days of the entry of this Decree, the Notice To All Employees of Renhill Group Inc., attached as Exhibit A, shall be posted in conspicuous locations visible to all employees, at each of Renhill's facilities. Said notices shall remain posted throughout the term of this Consent Decree.

Section 202 Distribution to Applicants and Temporary Employees of Notice of Nondiscrimination in Referrals and Placements

Defendant agrees, that within forty-five (45) calendar days following the entry of this Decree, it shall distribute to each of its current active temporary employees the Notice of Non-discrimination in Referrals and Placements, attached as Exhibit B. This Notice shall also be distributed to all new applicants who apply for employment during the duration of this Decree.

Section 203 Notice of Non-discrimination to Clients

Defendant agrees, that it shall include in all future client contracts, in a prominent location on the contract, the following language: "Renhill refers individuals for employment without regard to race, national origin, age, gender or disability and will not accept requests for referrals in violation of its policy." Defendant shall provide the EEOC, pursuant to Section 209 below, a copy of its new contract.

Section 204 Policy of Non-Discrimination

Renhill agrees that it will not discriminate against any applicant on the basis of race, gender, national origin, age or disability and will maintain a work environment that is free from such discrimination.

Renhill agrees not to place markings on applications which identify the age, gender, national origin, race or disability of an applicant.

Renhill agrees that it will make applicant referrals for all jobs without regard to age, gender, race, national origin or disability, except as permitted by law.

Renhill agrees that it will not retaliate against any of its employees, former employees, or applicants for employment because the individual: (a) has made a charge or opposed an unlawful employment practice under Title VII, the ADEA or the ADA or (b) has assisted or participated in any manner in an investigation, proceeding, or hearing under Title VII, the ADEA or the ADA.

Renhill agrees to train its owners, supervisors and employees involved in the hiring or placement process on its policy of non-discrimination pursuant to Section 205 below.

Section 205 EEO Training on the Hiring and Placement Process

Within sixty (60) days of the entry of this Decree, Renhill will provide Equal Employment Opportunity training to all owners, supervisors and employees involved in the hiring or placement process, at each of its facilities. The training will cover, at a minimum, non-discrimination in hiring and placement, the prohibition against sex segregated job classifications, the prohibition against marking applications with race, gender, national origin, disability or age, record retention, and the retaliation portions of Title VII, the ADEA and the ADA. Throughout the term of this Consent Decree, Renhill will provide like training for new hires who are involved in the hiring or placement process.

Thirty (30) days before the initial training of current owners, supervisors and employees, Renhill will provide notice to the EEOC of the date, time and place of the training, and shall send to the EEOC a summary of the training program and all written materials, if any, to be used. The

EEOC may provide reasonable input on the content of the training but shall do so no later than ten (10) days prior to the training.

Section 206 Record Retention

Renhill agrees to maintain all applications and employment records as required by Section 709(c) of Title VII, 42 U.S.C. Section 2000e-8(c), Section 7(a) of the ADEA, 29 U.S.C. Section 626(a), and 29 C.F.R. § § 1602.14, 1627.3 and 1627.4. Renhill agrees to maintain all employment records throughout the duration of this Consent Decree.

Section 207 Review of Records

From time to time, the Commission may request the opportunity to review all, or a specified portion of Renhill's applications and employment records from the Fort Wayne location. Within two (2) weeks of such a request, Renhill will make records available to the Commission at Renhill's Fort Wayne location.

Section 208 Advertising

Where employment advertising is utilized, the Company will clearly indicate that it is an EEO employer.

Section 209 Reporting to the EEOC

Renhill agrees to provide a written report within three (3) months following the Effective Date of this Decree::

- A. Pursuant to Section 201, the date of posting and the location of the posting of Notices (Exhibit A) at each facility;
- B. Pursuant to Section 202, the date of the distribution of Notices (Exhibit B) to all temporary employees;

- C Pursuant to Section 205, notice to the EEOC of the date, time and place of the planned EEO training, and a summary of the training program and all written materials, if any, to be used;
- D. Pursuant to Section 205, a listing of all individuals who have attended Renhill's EEO training;
 - E. Pursuant to Section 203, a copy of Renhill's new client contract;
- F. Pursuant to Section 901, a copy of the check sent to The Perrysburg

 Heights Community Association and a copy of the certified mail receipt.
- G. Except as provided otherwise, the Company agrees to submit the report to the attention of Laurie A. Young, Regional Attorney, Equal Employment Opportunity Commission, 101 W. Ohio Street, Suite 1900, Indianapolis, IN 46204, concerning its implementation of the terms of this Decree.

The Commission will acknowledge receipt of the report and may, to the extent necessary and with prior notice to Renhill's counsel, directly contact Renhill's designated representative from time to time to seek clarifications regarding the report's contents as well as the general implementation of the Decree.

PART THREE KATIE GRIFFIN, RAYLENE WEBB AND BRIAN TAYLOR Section 301 Relief for Katie Griffin

Defendant agrees to pay Katie Griffin, or her heirs and assigns in the event of her death, the total sum of 50,000 dollars (\$50,000), as follows: (1) a check (and W-2) to Katie Griffin in the amount of twelve thousand fifteen dollars and twenty one cents (\$12,015.21), less applicable federal, state, and local withholding taxes, in full settlement of her claims for lost wages

(Defendant shall not deduct from this amount the employer's share of any costs, taxes or social security required by law to be paid by the Defendants) and (2) a check (and form1099, when available) in the amount of thirty seven thousand nine hundred eighty four dollars and seventy nine cents (\$37,984.79) to Katie Griffin, in full settlement of her claim for non-pecuniary compensatory damages. The checks shall be mailed by certified mail to Katie Griffin at 2615 Greenview Dr., Fort Wayne, Indiana 46809. Upon entry of this Decree, the EEOC will forward a release (Exhibit C) to Ms. Griffin for her execution. When the executed release is received, the EEOC will transmit to defense counsel, by facsimile, a copy thereof. Defendant agrees to issue the above referenced checks to Katie Griffin within ten (10) business days of both entry of the Consent Decree and receipt of the executed release. Proof of delivery shall be sent to the Commission within 15 days of mailing said checks. Upon receipt of proof of delivery, the EEOC shall forward the original release to counsel for Renhill.

Section 302 Relief for Raylene Webb

Defendant agrees to pay Raylene Webb, or her heirs and assigns in the event of her death, the total sum of five thousand dollars (\$5,000) in full settlement of her claim for damages. The check (and form1099, when available) shall be mailed by certified mail to Raylene Webb at 4811 South Wayne Avenue, Fort Wayne, Indiana 46807. Upon entry of this Decree, the EEOC will forward a release (Exhibit C) to Ms. Webb for her execution. When the executed release is received, the EEOC will transmit to defense counsel, by facsimile, a copy thereof. Defendant agrees to issue the above referenced check to Raylene Webb within ten (10) business days of both entry of the Consent Decree and receipt of the executed release. Proof of delivery shall be

sent to the Commission within 15 days of mailing said check. Upon receipt of proof of delivery, the EEOC shall forward the original release to counsel for Renhill.

Section 303 Relief for Brian Taylor

Defendant agrees to pay Brian Taylor, or his heirs and assigns in the event of his death, the total sum of fifty thousand dollars (\$50,000), as follows: (1) a check (and W-2) to Brian Taylor in the amount of thirty five thousand six hundred fifty one dollars and fifty five cents (\$35,651.55), less applicable federal, state, and local withholding taxes, in full settlement of his claims for lost wages (Defendant shall not deduct from this amount the employer's share of any costs, taxes or social security required by law to be paid by the Defendants) and (2) a check (and form 1099, when available) in the amount of fourteen thousand three hundred forty eight dollars and forty five cents (\$14,348.45) to Brian Taylor, in full settlement of his claim for nonpecuniary compensatory damages. The checks shall be mailed by certified mail to Brian Taylor at P.O. Box 1003, Columbia City, Indiana 46725. Upon entry of this Decree, the EEOC will forward a release (Exhibit C) to Mr. Taylor for his execution. When the executed release is received, the EEOC will transmit to defense counsel, by facsimile, a copy thereof. Defendant agrees to issue the above referenced checks to Brian Taylor within ten (10) business days of both entry of the Consent Decree and receipt of the executed release. Proof of delivery shall be sent to the Commission within 15 days of mailing said checks. Upon receipt of proof of delivery, the EEOC shall forward the original release to counsel for Renhill.

PART FOUR <u>APPLICANT CLASS MEMBERS</u>

Section 401 Damages Fund for Applicant Class Members

The Parties have agreed that Renhill will pay the total amount of four hundred sixty five thousand dollars (\$465,000) in compensatory damages (hereinafter the "Damages Fund"), to be distributed, at the discretion of the EEOC, and subject to a fairness hearing, to all applicant class members, as defined below, who have already been identified by the EEOC or who are to be identified by the Commission in accordance with the provisions of this Section. In no event, shall any individual applicant class member be awarded more than \$20,000. Should any funds remain in the Damages Fund following the claims administration process described below, this money will be donated by Renhill to a charity or charities to be agreed upon by the parties.

Section 402 Definition of Applicant Class

For purposes of this Decree, the applicant class consists of (1) African American applicants to the Decatur or Fort Wayne offices of Renhill who filled out an application with Renhill between July 1, 2003 and May 31, 2005, were not placed, and did not turn down a job offer/referral by Renhill or request that their application be withdrawn, and (2) applicants age forty and older (at the time of their application) who filled out an application with Renhill's Decatur or Fort Wayne offices between July 1, 2003 and May 31, 2005, were not placed, and did not turn down a job offer/referral by Renhill or request that their application be withdrawn.

Section 403 Categorization of Applicant Class Members

Class members identified pursuant to this section shall be classified by the EEOC into four categories: Age Class I, Age Class II, Race Class I and Race Class II. Race or Age Class I class members are applicants for whom: (1) the EEOC has an application marked with "B" or an

age related notation which corresponds with the class member's age or race, or (2) the class member provides credible testimony that they were told that race or age was a factor in their failure to be placed. All other identified class members shall be classified as Age Class II or Race Class II. The following individuals have already been identified by the EEOC as Race and/or Age Class I members: Jan Darling, Thomas Brooks, Cecelia Thomas, Pamela Ineichen, Emily Archuela, Janice Hogan, Constance Cooper, Gerrome Rowles, Shameika Grigsby, Shelon Boykin, Angie Booker, Jeremy Wattley, Michael Logan, Bernard Ricketts, and Jeffrey Ridley Jr.

Section 404 Identification of Remaining Applicant Class Members

Within thirty days of the Entry of this Decree, Renhill shall provide the EEOC with: (1) available copies of the applications and EEO-1 forms for all applicants age forty and older who applied between July 1, 2003 and May 31, 2005 and were not placed by Renhill at its Decatur or Fort Wayne offices; (2) available copies of the applications and EEO-1 forms for all African American applicants who applied between July 1, 2003 and May 31, 2005 and were not placed by Renhill at its Decatur or Fort Wayne offices; (3) available copies of the applications for any individuals who applied between July 1, 2003 and May 31, 2005, were not placed by Renhill at its Decatur or Fort Wayne offices and have no EEO-1 on file; and (4) available copies of any documentation indicating that any of the applicants for whom applications are produced turned down placement by Renhill through its Decatur or Fort Wayne offices.

PART FIVE CLAIMS PROCESS AND DETERMINATION

Section 501 Claim Forms

A Claim Form (attached as Exhibit F to this Decree) and Notice (Exhibit E) shall be mailed by the EEOC to: (1) all applicants for whom the EEOC has an application form with a

designation of "B" or an age identifier who has not yet been contacted by the EEOC; and (2) all individuals for whom Renhill produces applications, pursuant to Section 404. The EEOC will attempt to obtain current address information for each applicant through an Accurint search and if no such information is available, the Claim Form and Notice will be mailed to the address listed on the application. Any person wishing to preserve their rights under this Decree to obtain any benefit as a class member, other than those individuals already identified in section 403 above, must file a timely claim.

Section 502 Claim Form Administration

- A. Claim Forms will be returned to the EEOC.
- B. A claim will be considered timely filed if it is postmarked within 4 weeks from the date mailed by the EEOC. The Claim Form (Exhibit F) shall specifically reflect this date. The envelope for each completed Claim Form indicating its postmark date, shall be retained and appended to the Claim Form.
- C. On the Claim Form, all claimants shall be notified of their responsibility to advise the EEOC of any changes in their name, home address and/or telephone number(s). If a claimant fails to notify the EEOC of said change(s) in the manner specified by the Commission, and the Commission is unable to locate the claimant, the claimant may be disqualified from receiving any relief under this Decree. Notification shall mean advising the EEOC of the address change by no later than two weeks before the settlement checks are scheduled to be distributed.

Section 503 Determination of Class Membership

A. Class membership shall be determined by the EEOC upon a finding that: (1) the applicant is either African American or was age forty and older and applied during the relevant time period; (2) the applicant did not self select out of the application process for a particular application; and (3) the applicant was not placed for a particular application.

B. An interview of the claimant by an EEOC paralegal or other representative shall be required if the applicant alleges, in accordance with Section 403 above, that they were told that race or age was a factor in their failure to be placed.

Section 504 Computation of Individual Class Member Awards

The damages fund shall be distributed among the applicant class members, by class, at the sole discretion of the EEOC. The Commission shall make all determinations as to computation of damages for each class member, subject to Section 401 above.

PART SIX NOTIFICATION OF CLASS MEMBERS/FAIRNESS HEARING

Section 601 Notice of class member status/damages award

Within eight weeks of the EEOC's final receipt of Claim Forms, the EEOC or a third party contractor retained by the EEOC will furnish to all individuals identified pursuant to Part V of this Decree or under Section 403 of this Decree, notification of whether they have been determined to be a class member, and if so, their proposed award. (Exhibit G) A schedule of class members and their proposed awards shall also be sent to Renhill.

Section 602 Fairness Hearing

Claimants and class members will be given four weeks from the date of the letters referenced in Section 601 above, to submit letters to the court indicating any disagreement they

may have with their claimant or class member status or the proposed monetary awards and their reasons for their objections. The claimants and class members must also send copies of any objections forwarded to the Court to the EEOC.

This procedure will be the sole means by which claimants or class members may challenge their claimant or class member status, the handling of their claim and their proposed monetary award, if any. A cut off date for objections shall be listed on the letters.

If no objections are filed with the Court, the Court will issue an order approving the distribution of the settlement fund to class members ("Final Order of Distribution"). If any objections are filed, the Court shall schedule a fairness hearing before issuing the final order on distribution. The Court's Final Order of Distribution shall be sent to all parties and shall state:

(1) the amount that each class member is entitled to, upon return of an executed release, and (2) that no settlement checks may be tendered until the EEOC notifies Renhill of the receipt of executed releases or the court issues a revised final order of distribution, pursuant to Part Seven of this Decree.

PART SEVEN <u>DISTRIBUTION OF AWARD TO APPLICANT CLASS</u>

Within two (2) weeks of the court's final order of distribution, the EEOC shall send to each applicant class member, a release form attached as Exhibit D and Notice indicating the Court's approval of the settlement, the amount to be received and the requirement to return the enclosed Release of Claims.

If a class member does not return the fully executed Release of Claims within thirty (30) days after the date upon which the Notice and Release were mailed to them, the EEOC will send the class member, at the address provided on the class member's Claim Form as supplemented

pursuant to Section 502(C), a written notice, Certified Mail, Return Receipt Requested, that unless the class member returns the fully executed Release of Claims within fourteen (14) calendar days of his receipt of the notice, his claim will be disallowed. In the event that the EEOC does not receive the fully executed Release of Claims within the fourteen (14) calendar day period, the class member will be ineligible for relief of any kind pursuant to this Decree and will be so notified by the Commission in a letter to be agreed upon by the Commission and Renhill. For any funds that are not claimed, the EEOC shall seek an order from the court revising the final order of distribution, directing that the unclaimed funds be paid to a charity or charities to be agreed upon by the parties.

When the executed releases are received from the applicant class members, the EEOC will transmit to defense counsel, by facsimile, copies thereof. Defendant agrees to issue the applicant class member checks (and form1099, when available), via certified mail, within five business days of receipt of the executed releases following entry of the Consent Decree. Proof of delivery shall be sent to the Commission within 15 days of mailing said checks. Upon receipt of proof of delivery, the EEOC shall forward the original releases to counsel for Renhill.

PART EIGHT <u>ADMINISTRATION OF THE DECREE</u>

Section 801 Expenses/Labor

- A. Renhill agrees to pay up to \$5,000 for administrative expenses ("Administrative Expense Fund"), including but not limited to postage, mailing and labor expenses.
- B. Renhill shall provide the EEOC with a postage meter or stamps to cover the costs of postage. Upon the entry of the Decree, Renhill shall provide the EEOC with a minimum of

\$100 in postage and shall provide additional postage as requested by the EEOC. All postage costs shall be deducted from the Administrative Expense Fund.

- C. The EEOC shall instruct Renhill with respect to checks to be issued. Renhill shall write checks up to the amount available in the Administrative Expense Fund, as directed by the EEOC but its monetary obligations with respect to the administration of this Decree shall not exceed \$5,000.
 - D. Renhill shall issue all checks within one week of a request by the EEOC.
- E. Following the administration of this Decree, any remaining funds in the Administrative Expense Fund will be retained by Renhill.

PART NINE ALLEGED RECORDKEEPING VIOLATION

Section 901 Payment to charity

Within sixty days of the entry of this Decree, Renhill shall make a payment in the amount of ten thousand dollars (\$10,000) to The Perrysburg Heights Community Association. The check shall be sent by certified mail and a copy of the check and the certified mail receipt shall be provided to the EEOC pursuant to Section 209.

PART TEN <u>DISPUTE RESOLUTION</u>

Section 1001 Dispute Resolution Procedure

In the event that any dispute arises between the Parties regarding the interpretation or application of this Decree or any provision thereof and the Decree does not provide for its unilateral resolution by one of the parties, the party claiming a dispute (hereinafter "Aggrieved Party") shall notify the other party (hereinafter "Respondent") in writing of the nature of the disputed matter, the provision of the Decree to which it relates and the factual details forming the

basis of such dispute. The parties agree that either party has the right to invoke these Dispute Resolution Procedures with respect to any such disputed matter, at any time, even though the designated part, section or subsection of the Decree may not expressly authorize the use of such procedures. In any instance wherein a dispute arises, the Respondent shall have thirty (30) days from receipt of the written notice to investigate, correct or refute the position of the Aggrieved Party, or cure the alleged breach or accept the interpretation or contention of the Aggrieved Party. If the Aggrieved Party is not satisfied with the cure, prior to the commencement of an action for breach of this Decree, the parties shall meet and confer in a joint effort to resolve the dispute. In the event a party does not make itself available for a meeting within 10 days of notice that a satisfactory cure has not been offered, the meeting requirement is waived. All such meetings shall be scheduled at a date and time chosen by mutual agreement of the parties. The thirty (30) day period may be extended by written consent of the parties, which consent shall not be unreasonably withheld. Resort to any of these procedures will not justify the suspension of any other obligation under this Decree. With respect to any such dispute, if the Respondent or the Aggrieved Party determines that, for practical or other reasons, it is more expedient to comply with the other party's position but nevertheless wishes to obtain a judicial determination with respect to the disputed issue, such party may notify the other party that it will accept the other party's position "under protest" and that such party intends to seek judicial relief pursuant to the terms of this Decree. The Court, in its discretion, may award either party some or all of its reasonable costs incurred in seeking enforcement of this Agreement.

Section 1002 Limitation on Relief Available Under This Decree

In no event shall any claimant or class member, under any circumstance, be entitled to costs, attorneys' fees or any other type of relief, other than the relief provided for in this Decree. In the event that the Company, the Commission or one or more claimants or class members seeks judicial relief as a result of an alleged breach by the Company of this Decree, the Company, the Commission and/or any such claimants' and/or class members' relief from the Court shall not go beyond the remedies and relief granted by this Decree, as such remedies and relief are limited and qualified by the terms of this Decree.

<u>PART ELEVEN</u> <u>ENTIRE AGREEMENT</u>

Section 1101

Each of the Parties to this Decree expressly acknowledges that this Decree was the product of open and frank negotiations of all subjects deemed to be pertinent to the captioned charge, the findings of the Commission related thereto and the remedial issues associated therewith. Other than as reflected herein, no other representations, inducements or promises have been made by either party to the other with respect to the subject matter of this Decree. Accordingly, the written provisions of this Decree and all exhibits and attachments thereto represent the complete understanding of the Parties and sole source of their obligations with respect to the subject matter of this Decree.

PART TWELVE RETENTION OF JURISDICTION

The Court shall retain jurisdiction of this cause throughout the duration of this Decree for purposes of monitoring compliance with this Decree and entry of such further orders as may be necessary or appropriate.

APPROVED this	15th	day of	April	, 2008.
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S/ THERESA L. SPRINGMANN

U.S. DISTRICT COURT JUDGE UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF INDIANA

Copies to:

Laurie A. Young
Michelle F. Eisele
Nancy Dean Edmonds
Equal Employment Opportunity
Commission
101 W. Ohio Street, Suite 1900
Indianapolis, IN 46204

Kim F. Ebert Matthew S. Effland Ogletree, Deakins, Nash, Smoak & Stewart, P.C. 111 Monument Circle, Suite 4600 Indianapolis, IN 46204

Paul T. Belazis Arnold, Caruso, Green & Belazis, Ltd. 1822 Cherry St. Toledo, OH 43608-2801

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Indianapolis District Office

101 West Ohio Street Suite 1900 Indianapolis IN 46204-4203 PH: (317) 226-7212 TDD: (317) 226-5162 FAX: (317) 226-7953

Exhibit A

NOTICE TO ALL EMPLOYEES OF RENHILL GROUP INC.

- 1. Federal law requires that there be no discrimination against any employee or applicant because of the employee's race, color, religion, sex, national origin, age (40 and over) or disability.
- 2. The Age Discrimination in Employment Act ("ADEA"), The Civil Rights Act of 1964 ("Title VII") and The Americans With Disabilities Act ("ADA") prohibit employers from discriminating against applicants and employees on the basis of race, age, sex, national origin, or disability and require that placements in all positions be made without regard to race, age, sex, national origin, or disability.
- 3. The Civil Rights Act of 1964 ("Title VII"), The Age Discrimination in Employment Act ("ADEA") and The Americans With Disabilities Act ("ADA") prohibit employers from discriminating against employees or applicants because they have opposed practices in violation of The Civil Rights Act of 1964 ("Title VII"), The Age Discrimination in Employment Act ("ADEA") or The Americans With Disabilities Act ("ADA"), exercised their rights, reported an alleged violation under the law or have given testimony, assistance or participated in any investigation, proceeding or hearing conducted by the U.S. Equal Employment Opportunity Commission.
- 4. Renhill Group Inc. supports and will comply with such Federal law in all respects and will not take any actions against employees or applicants because they have exercised their Title VII, ADEA or ADA rights.
- 5. An employee may contact the U.S. Equal Employment Opportunity Commission at the address listed above for the purpose of filing a charge of employment discrimination.

THIS NOTICE SHALL REMAIN POSTED FOR THIRTY-SIX MONTHS,
UNTIL AND SHALL NOT BE DEFACED BY ANYONE



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Indianapolis District Office

101 West Ohio Street Suite 1900 Indianapolis IN 46204-4203 PH: (317) 226-7212 TDD: (317) 226-5162 FAX: (317) 226-7953

Exhibit B

NOTICE TO APPLICANTS AND EMPLOYEES: NON-DISCRIMINATION IN REFERRALS AND PLACEMENTS BY RENHILL GROUP INC.

- 1. Federal law requires that there be no discrimination against any employee or applicant because of the employee's race, sex, national origin, age (40 and over) or disability.
- 2. The Age Discrimination in Employment Act ("ADEA"), The Civil Rights Act of 1964 ("Title VII") and The Americans With Disabilities Act ("ADA") prohibit employers from discriminating against applicants and employees on the basis of race, sex, national origin, age (40 and over) or disability and require that placements in all positions be made without regard to race, age, sex, national origin, or disability.
- 3. Renhill Group Inc. supports equal employment opportunity and will refer applicants for placements without regard to their race, sex, national origin, age or disability for all positions.
- 4. Renhill Group Inc. does not accept job orders from clients which specify the race, sex, national origin, age or disability of an applicant.
- 5. An employee or applicant aggrieved by any illegal or discriminatory employment practice may contact the U.S. Equal Employment Opportunity Commission at the address listed above for the purpose of filing a charge of employment discrimination.

Exhibit C RELEASE

In consideration of the payment to me by Renhill Group Inc. ("Renhill") of \$ I
, hereby fully and forever release and discharge Renhill, its successors, assigns,
subsidiaries and related companies including its present and former directors, officers, employees
and agents, from any claim or obligation based on alleged discrimination, retaliation, or any other
unlawful practice in violation of Title VII or the ADEA, which was or could have been raised in
Civil Action No. ().
I have read this Release and I execute it voluntarily, without coercion or threat of reprisal.
IN WITNESS WHEREOF, this Release is signed and executed by me on the day of
, 2008.

Exhibit D

APPLICANT RELEASE

In consideration of the payment to me by Renhill Group Inc. ("Renhill") of \$ I
, hereby fully and forever release and discharge Renhill, its
successors, assigns, subsidiaries and related companies including its present and former directors,
officers, employees and agents, from any claim or obligation based on alleged hiring discrimination
or any other unlawful practice in violation of Title VII or the ADEA, which was or could have been
raised in Civil Action No. ().
I have read this Release and I execute it voluntarily, without coercion or threat of reprisal.
IN WITNESS WHEREOF, this Release is signed and executed by me on the day of
, 2008.

Exhibit E

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF INDIANA FORT WAYNE DIVISION

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,)) ONLY ACTION NO.
Plaintiff,) CIVIL ACTION NO.
v.)
RENHILL GROUP INC. d/b/a RENHILL STAFFING SERVICES)))
Defendant.)) _)

NOTICE OF PROPOSED SETTLEMENT
TO ALL AFRICAN AMERICAN APPLICANTS AND APPLICANTS
AGE FORTY AND OLDER WHO SOUGHT PLACEMENT THROUGH
RENHILL GROUP INC BETWEEN JULY 1, 2003 AND MAY 31, 2005

The United States Equal Employment Opportunity Commission ("EEOC"), an agency of the United States Government, has entered into a Consent Decree resolving a lawsuit filed by the EEOC against Renhill Group Inc. The suit alleges that Renhill discriminated against applicants for employment on the basis of race and age (40 and older).

If you applied for employment through Renhill's Fort Wayne or Decatur offices between July 1, 2003 and May 31, 2005 and were not referred for employment, you may be eligible to participate in this settlement. IN ORDER TO PRESERVE YOUR RIGHTS, YOU MUST FILE A TIMELY CLAIM WITH THE EEOC.

Those who may be eligible to participate include:

- 1. African Americans who filled out an application with Renhill at their Decatur or Fort Wayne offices between July 1, 2003 and May 31, 2005, were not placed, and did not turn down a job offer/referral by Renhill or request that their application be withdrawn; and
- 2. Individuals age forty and older (at the time of their application) who filled out an application with Renhill at their Decatur or Fort Wayne offices between July 1, 2003 and July 31, 2005, were not placed, and did not turn down a job offer/referral by Renhill or request that their application be withdrawn.

The necessary Claim form is enclosed. If you have any questions, please call the EEOC at (317) 226-7226.

All claims will be reviewed by the United States Equal Employment Opportunity

Commission to determine eligibility for participation in the settlement.

Exhibit F

EEOC V. RENHILL CLAIM FORM

Page 1

Please read all instructions carefully before completing this form, as your ability to be considered for participation in this suit is dependent upon a timely properly completed claim form.

INSTRUCTIONS

1. YOUR CLAIM FORM MUST BE POSTMARKED BY
2. Please fill out this claim form even if you have already been contacted by the EEOC.
3. You must notify the EEOC Claims Officer, at the address listed on page 5, of any changes in
your name, home address and/or telephone number(s). If you fail to do so, you will not be
eligible to receive monetary relief, even if you are otherwise entitled to it.
4. You must sign the certification on page 5 and have a witness sign as well.
5. In some cases, an in-person interview will be required.

EEOC v. Renhill Group Inc. Claim Form

1. Name
2. Mailing Address:
2 Destine the contest (Tailor to movide adoptine the contest of a name who con
3. Daytime phone or contact: (Failure to provide a daytime phone or the number of a person who can take a message for you during the day will result in our inability to process your claim)
_
4. Date of Birth
5. Social Security No
6. Race

EEOC v. Renhill Group Inc. Claim Form

7. Approximate date you applied for employment with Renhill
Office you applied at:
8. State all you remember about your application, interviews and contacts with Renhill. Was your
age or race ever mentioned?
9. Did Renhill refer you for employment? If not, did they tell you why?

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10. Did you turn down a placement through Renhill or indicate to Renhill that you were no longer			
interested in placement? If so, please explain:			
interested in placement: If so, please explain.			

AFTER FILLING OUT THIS PAGE, YOU MUST SIGN CERTIFICATION ON PAGE 5
AND HAVE A WITNESS SIGN AS WELL. YOU WILL BE CONTACTED BY THE EEOC
IF AN INTERVIEW IS REQUIRED TO DETERMINE CLASS MEMBERSHIP.

EEOC v. Renhill Group Inc. Claim Form

CERTIFICATION: I hereby certify that the information provided above is accurate and/or based upon my best recollection. I understand that providing false information to the EEOC may cause my disqualification as a claimant, even if I am otherwise qualified.

Dated:	 	 	
Witness:			

CLAIM FORMS MUST BE RETURNED TO:

Monica Guest EEOC Claims Officer for EEOC v. Renhill U.S. Equal Employment Opportunity Commission 101 W. Ohio St., 19th Floor Indianapolis, IN 46204

Exhibit G

NOTIFICATION OF STATUS

EEOC v. Renhill Group Inc.

We are in receipt of, and have carefully reviewed your claim form and interview notes, if
applicable, for the above matter.
The following constitutes the EEOC's determination:
A. Class Member?
Yes
No
1. Failed to submit timely claim
2. Failed to meet class member criteria
B. Eligible for monetary award?
Amount

Comments		
		
IF YOU DISAGRE	E WITH THE EEOC'S DETERMINATION:	
You have until	to submit a letter to the Court indicating any dis	agreement you
may have with your	claimant status/proposed monetary award and the reason	s therefore. IF
YOU HAVE NO DI	SAGREEMENT, PLEASE DO NOT SEND A LETTER T	O THE COURT.
Letters should be ac	ldressed as follows and in the text of the letter, make refer	ence to EEOC v.
Renhill Group Inc.	Civ. Action No. ().	
	Honorable Judge Re: EEOC v. Renhill Group Inc. Civ. Action No. (U.S. District Court Southern District of Indiana 46 E. Ohio St. Indianapolis, IN 46204)
You must also send	a copy to:	
	Nancy Dean Edmonds, Senior Trial Attorney Re: EEOC v. Renhill Group Inc. Civ. Action No. (U.S. Equal Employment Opportunity Commission 101 W. Ohio St., 19th Floor Indianapolis, IN 46204)