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EEOC and Ariede Mills and Laura Carl v. Affordable Care, Inc. and Nelson Wood, DMD, PC

Judge Michael A. Ponsor

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EEOC and Ariede Mills and Laura Carl v. Affordable Care, Inc. and Nelson Wood, DMD, PC

Keywords

EEOC, Ariede Mills, Laura Carl, Affordable Care, Inc., Nelson Wood, DMD, PC, 3:09-cv-10399-MAP, Consent Decree, Sexual Harassment, Hostile Work Environment, constructive discharge, race, African American or Black, sex, female, healthcare, employment law, title VII

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

 EQUAL EMPLOYMENT)
 OPPORTUNITY COMMISSION,)
)
 Plaintiff,)
)
 Ariede Mills and Laura Carl,)
 Plaintiff-Intervenors)
)
 v.)
)
 AFFORDABLE CARE, INC., and)
 NELSON WOOD, DMD, PC,)
 Defendants.)
 _____)

CIVIL ACTION NO.
3:09-cv-10399-MAP

CONSENT DECREE

This action was brought on March 16, 2009, by Plaintiff Equal Employment Opportunity Commission (“EEOC”), an agency of the United States Government, under Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991 against Defendants Affordable Care, Inc. (“ACI”) and Nelson Wood, DMD, PC (“Wood”), alleging unlawful employment practices on the basis of race and sex and to seek relief for Ariede Mills and Laura Carl (collectively “Plaintiff-Intervenors”). EEOC alleged that Defendants subjected Plaintiff-Intervenors to discrimination on the basis of race and sex by creating and failing to remedy a hostile work environment on the basis of race and sex, by discharging Mills in retaliation for complaining about the harassment, and by constructively discharging Carl. EEOC alleged that defendants Wood and ACI operated as an integrated enterprise and/or joint employers with respect to Plaintiff-Intervenors. On July 14, 2009, the Court granted Plaintiff-Intervenors’ motion to intervene, and Plaintiff- Intervenors’ Complaint in Intervention was filed on July 17, 2009.

The parties now desire to settle this action, and therefore stipulate and consent to the entry of this Consent Decree as final and binding between the parties and their successors, assigns,

subsidiaries, affiliates and any other corporation or other entity into which ACI or Wood may merge or with which they may consolidate.

The parties agree that this Consent Decree may be entered into without Findings of Fact and Conclusions of Law being made and entered by the Court.

This Decree is being issued with the consent of the parties and does not constitute an adjudication or finding by this Court on the merits of the allegations of the Complaints. Nothing contained in this Decree shall be construed as an admission of liability on the part of Defendants, which have denied the allegations of the Complaint.

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

A. GENERAL PROVISIONS

1. This Consent Decree resolves all allegations raised in EEOC Charge Numbers 523-2007-00897 and 523-2007-00898, the Complaint filed by EEOC in this action, and the Complaint in Intervention filed by Charging Parties. This Consent Decree in no way affects EEOC's right to process any other pending or future charges that may be filed against Defendants and to commence civil actions on any such charges as EEOC sees fit.

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. Defendants will not contest the validity of this Consent Decree.

4. Defendants will not contest the jurisdiction of the United States District Court to enforce this Consent Decree and its terms, or the right of EEOC or Plaintiff-Intervenors to bring an enforcement suit upon the breach of any term of this Consent Decree by Defendants.

5. Breach of any term of this Consent Decree by Defendants will be deemed a

substantive breach. EEOC is authorized to seek compliance with this Consent Decree in the United States District Court. Plaintiff-Intervenors are also authorized to seek compliance with this Consent Decree in the United States District Court. The Court will retain jurisdiction to enforce this Consent Decree.

B. MONETARY RELIEF

1. Defendant ACI shall pay Ariede Mills and Laura Carl a total of \$150,000, to be allocated as follows: \$75,000 to Ariede Mills, and \$75,000 to Laura Carl. Defendant ACI shall not withhold taxes or make any employer contributions for FICA and will issue appropriate IRS Forms 1099 for these payments. Ariede Mills and Laura Carl each have executed a separate Settlement Agreement and General Release with ACI.

2. Payments shall be made c/o Michael O. Shea, 451 Main Street, Wilbraham, MA 01095, within fourteen (14) days of the Court's approval of this Decree (hereafter the "Effective Date"), by overnight express mail or United States Postal Service, certified mail receipt.

3. Defendant ACI shall send copies of the checks, 1099 forms, and return receipts, if any, to EEOC c/o Markus L. Penzel, Senior Trial Attorney, EEOC, Boston Area Office, JFK Federal Bldg. Room 475, Boston, MA 02203-0506, simultaneously with Defendant's delivery to Plaintiff-Intervenors.

C. INJUNCTION AGAINST DISCRIMINATION AND RETALIATION

1. ACI is enjoined from creating or maintaining a racially or sexually hostile environment in violation of Title VII.

2. Wood is enjoined from creating or maintaining a racially or sexually hostile environment in violation of Title VII.

3. ACI is enjoined from retaliating against Plaintiff-Intervenors (as "retaliation" is defined under Title VII), and is enjoined from retaliating against any individual who asserts her or his rights

under Title VII or otherwise engages in protected activity under Title VII, including any individual who files or has filed a charge, complains about race or sex discrimination or racial or sexual harassment, gives or has given testimony or assistance with the investigation or litigation of these charges or action, opposes discriminatory conduct under Title VII, or asserts or has asserted her or his rights under Title VII.

4. Wood is enjoined from retaliating against Plaintiff-Intervenors (as “retaliation” is defined under Title VII), and is enjoined from retaliating against any individual who asserts her or his rights under Title VII or otherwise engages in protected activity under Title VII, including any individual who files or has filed a charge, complains about race or sex discrimination or racial or sexual harassment, gives or has given testimony or assistance with the investigation or litigation of these charges or action, opposes discriminatory conduct under Title VII, or asserts or has asserted her or his rights under Title VII..

D. EQUAL EMPLOYMENT OPPORTUNITY COORDINATOR

1. Within ten (10) days of the Effective Date, ACI shall contract with Employment Practices Solutions, Inc., an independent third party, to serve as ACI’s Equal Employment Opportunity (“EEO”) Coordinator for the purpose of assisting ACI in administering the anti-discrimination and anti-harassment policies applicable to ACI’s Affiliated Practices, as defined below and performing the duties described below.

2. For the purpose of this Consent Decree,

- a. “Affiliated Practices” means those entities, like Wood, with which ACI enters into agreements to provide management services so that the entities may provide dentures and other dental services;
- b. “Practice Owner” is a dentist, like Nelson Wood, who owns an Affiliated Practice.

- c. “Complaints of Discrimination or Retaliation” means those complaints that concern the federal statutes enforced by EEOC which prohibit discrimination and retaliation in the workplace (Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Pregnancy Discrimination Act, the Rehabilitation Act, the Equal Pay Act, the Genetic Information and Nondiscrimination Act) and/or the applicable state equivalents of such statutes.
3. The EEO Coordinator will have the authority and obligation to:
 - a. Receive any and all Complaints of Discrimination or Retaliation, whether oral or written;
 - b. Inform ACI of the receipt of any and all Complaints of Discrimination or Retaliation;
 - c. Investigate, independently and as confidentially as practicable, any and all Complaints of Discrimination or Retaliation asserted against a Practice Owner (including allegations concerning a Practice Owner’s response, or lack thereof, to a Complaint of Discrimination or Retaliation);
 - d. Make recommendations to ACI and the Affiliated Practice regarding the appropriate disciplinary or corrective action, if any, that should be taken to resolve such Complaints of Discrimination or Retaliation within the scope of paragraph D(3)(c) above, up to and including the termination of an employee of the Affiliated Practice and/or contracts with the Affiliated Practice and/or Practice Owner; and
 - e. Maintain detailed written records of all Complaints of Discrimination or Retaliation within the scope of paragraph D(3)(c) above, the investigation of

such Complaints of Discrimination or Retaliation, and the actions taken by ACI and/or the Affiliated Practice with respect to such Complaints of Discrimination or Retaliation.

4. ACI will cooperate with the EEO Coordinator in the performance of the EEO Coordinator's responsibilities under this Consent Decree and will pay all reasonable costs, fees and expenses of the EEO Coordinator. ACI will give the EEO Coordinator access to its officers, managers, supervisors, employees, vendors, contractors, and documents and records related to the performance of the EEO Coordinator's responsibilities under this Consent Decree, and will instruct its Affiliated Practices to provide similar access to the EEO Coordinator. ACI will immediately inform the EEO Coordinator of any allegations, reports or suspected Complaints of Discrimination or Retaliation at its Affiliated Practices falling within the scope of paragraph D(3)(c) above.

5. ACI has established a toll free telephone number with an independent third party provider which employees may use to report Complaints of Discrimination or Retaliation. Any such Complaints of Discrimination or Retaliation will be promptly referred to the EEO Coordinator.

6. ACI shall retain the services of the EEO Coordinator throughout the duration of the Consent Decree. In the event that the designated EEO Coordinator cannot fulfill the duties outlined in this Consent Decree, ACI shall notify EEOC and designate another EEO Coordinator within fourteen (14) days of the EEO Coordinator's severing its relationship with ACI. EEOC's approval of this new EEO Coordinator shall not be unreasonably withheld.

7. ACI's contract with the EEO Coordinator shall not relieve ACI, its owners, officers, successors or assigns from any duties or obligations otherwise required by law.

8. No attorney-client, self-critical analysis, or work product privilege shall attach to any

conversations between the EEO Coordinator and ACI or any other individual with whom the EEO Coordinator speaks.

E. EEO AND ANTI-HARASSMENT POLICIES AND COMPLAINT PROCEDURES

1. Within ten days of the effective date, ACI shall revise the anti-discrimination and anti-harassment policies it provides its Affiliated Practices by:

- a. Stating that all Complaints of Discrimination or Retaliation asserted against a Practice Owner may be made using the toll-free hotline and will be investigated by the EEO Coordinator;
- b. Instructing its Affiliated Practices to distribute copies of the revised policies to individuals employed in Affiliated Practices and annually thereafter;
- c. Instructing its Affiliated Practices to distribute copies of the revised policies to all individuals hired into Affiliated Practices; and
- d. Providing the toll-free hotline number and internet address that can be used to report Complaints of Discrimination or Retaliation to individuals employed in Affiliated Practices.

2. These revised policies are attached as Exhibit A.

3. Any changes to these policies during the term of this Consent Decree must receive prior approval from EEOC.

F. PRACTICE OWNER ACCOUNTABILITY

1. For all agreements with Affiliated Practices entered into on or after the Effective Date of this Consent Decree, ACI shall include in its agreements to provide management services to its affiliated practices (hereafter “management services agreements”) language that specifically states that a violation by the Practice Owner of the anti-discrimination and anti-retaliation laws referenced in Section D(2)(c) may result in the termination of the affiliation. With respect to those

Affiliated Practices with whom ACI entered into management services agreements prior to the Effective Date of this Consent Decree, ACI will distribute an interpretive memorandum stating that ACI views any violation by the Practice Owner of the anti-discrimination and anti-retaliation laws referenced in Section D(2)(c) above, or the instructions given by ACI pursuant to this Consent Decree, as a material breach of the management services agreement that may result in termination of the affiliation. ACI shall instruct each Practice Owner to sign a receipt acknowledging receipt of this interpretive memorandum.

2. ACI shall take appropriate action, up to and including termination of its management services agreements with Affiliated Practices, against any Practice Owner who the EEO Coordinator or ACI determines has engaged in unlawful discrimination or harassment, has permitted any such unlawful conduct to occur in an Affiliated Practice, or has retaliated against any person who complains or participates in any investigation or proceeding concerning any such discrimination or harassment.

G. NOTICES AND POSTING

1. Within 21 days of the Effective Date of this Consent Decree, ACI must distribute to each of its Affiliated Practices the EEOC poster required by 29 CFR § 1601.30, remind each Affiliated Practice that posting of this poster is required by law, and instruct each of its Affiliated Practices to post such poster in a place visually accessible to employees of and applicants to its Affiliated Practices.

2. Within 21 days of the Effective Date of this Consent Decree, ACI must distribute to each of its Affiliated Practices a copy of the policy and procedures prohibiting discrimination referenced in Exhibit A and instruct each Affiliated Practice to post the policy in a place visually accessible to employees of and applicants to its Affiliated Practices, and must further instruct each Affiliated Practice to display the policy for the term of the Consent Decree.

3. Within 21 days of the Effective Date of this Consent Decree, ACI must instruct its Affiliated Practices to post the EEO Coordinator's contact information (including internet address and toll-free telephone number) in each Affiliated Practice where such notices are generally posted.

4. Within 21 days of the effective date, ACI must instruct its Affiliated Practices to display and maintain a remedial Notice pursuant to this Consent Decree, a copy of which is attached as Exhibit B, printed on EEOC letterhead, in a place visually accessible to employees of its Affiliated Practices. This Exhibit must be displayed for the term of the Consent Decree.

5. Within thirty (30) days of the Effective Date of this Consent Decree, ACI must send written verification to EEOC that it has complied with its obligations under Sections G(1) – G(4) of this Consent Decree.

H. TRAINING

1. By October 2, 2010, and at least once per calendar year thereafter, ACI shall provide all of its managers and supervisors with no fewer than two hours of training in federal laws prohibiting discrimination in employment, with a special emphasis on laws prohibiting sex and race discrimination, sexual and racial harassment, and retaliation. The training must address ACI's policies and procedures prohibiting employment discrimination, including policies and procedures prohibiting harassment and retaliation, and describe the methods for reporting incidents of suspected discrimination, harassment, and retaliation. The training must also address how ACI will investigate reports of suspected discrimination, harassment, and retaliation, and ACI's policies and procedures for resolving such complaints. In addition, any new manager or supervisor hired or promoted shall receive such training within fifteen (15) days of hire or promotion. ACI shall maintain attendance records identifying the name and job title of the attendees at each training session referenced in this paragraph. Once per calendar year, ACI will

forward to EEOC a copy of the attendance records from the training sessions along with a current employee list.

2. ACI shall make the training referenced in Section H(1) above available to all Practice Owners, and shall inform each Practice Owner of the ability to participate in the training. In addition, at each of its annual meetings at which any of the Practice Owners are scheduled to attend, ACI shall instruct Practice Owners to attend one two-hour workshop during such meeting concerning federal laws prohibiting discrimination in employment, with a special emphasis on laws prohibiting sex and race discrimination, sexual and racial harassment, and retaliation.

3. The anti-discrimination training described in Sections H(1) and H(2) above will be conducted by the law firm Parker Poe. In the event that Parker Poe cannot fulfill the duties outlined in this Consent Decree, ACI shall notify EEOC and designate another trainer within fourteen (14) days of the trainer's severing its relationship with ACI. EEOC's approval of this new trainer shall not be unreasonably withheld.

4. Within ninety (90) days of the Effective Date of this Consent Decree, and at least once per calendar year thereafter, ACI will provide all of its non-managerial employees with an on-line training module concerning the laws prohibiting discrimination, harassment and retaliation. This on-line module will address ACI's policies and procedures prohibiting employment discrimination, including policies and procedures prohibiting discrimination, harassment, and retaliation, and describe the methods for reporting incidents of suspected discrimination, harassment, and retaliation. The training will also address how complaints of harassment and discrimination will be investigated, and ACI's and Affiliated Practices' policies and procedures for resolving such complaints. ACI shall also instruct all employees of its Affiliated Practices to complete this on-line training module.

I. REPORTS AND MONITORING

1. ACI and the EEO Coordinator must maintain records of all oral and written Complaints of Discrimination or Retaliation and maintain records of all investigations of, responses to, and resolutions of such Complaints of Discrimination or Retaliation, including interview notes and disciplinary records. Once per calendar year during the term of this Consent Decree, ACI and the EEO Coordinator must provide EEOC with a report summarizing their activities, including the Complaints of Discrimination or Retaliation received from the Affiliated Practices and how they were investigated and resolved (whether by ACI or by the EEO Coordinator). The reports, at a minimum, must contain the name of each person making a Complaint of Discrimination or Retaliation (if known), the name of each person engaging in the alleged discriminatory conduct, the name of each person subjected to the allegedly discriminatory conduct, the dates of the conduct, a summary of the steps taken during the investigation and dates those steps were taken, the results of the investigation, a description of any disciplinary action taken and the dates of such disciplinary action.

2. All materials required by this Consent Decree to be sent to EEOC must be addressed to:

Markus Penzel, Senior Trial Attorney
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Boston Area Office
JFK Federal Building, Room 475
Boston, MA 02203

3. EEOC may monitor compliance with this Decree by inspection of ACI's premises and records, and interviews with available individuals, and ACI will instruct its Affiliated Practices to provide similar access to EEOC upon request. No such monitoring shall take place without prior written notice to ACI and without ACI's counsel present.

4. EEOC will not consider any act or omission committed solely by an Affiliated Practice a

violation of this agreement.

J. DURATION OF CONSENT DECREE, RETENTION OF JURISDICTION AND SUCCESSORS

1. The Effective Date of this Consent Decree shall be the date it is entered by the Court.

2. This Consent Decree and the obligations and duties thereunder will remain in effect for 3 years from the Effective Date. Upon the entry of this Consent Decree, the matter will be immediately closed, but the Court will retain jurisdiction to enforce the Consent Decree during its duration. The Consent Decree will expire by its own terms at the end of that three year period, without any further action required by the parties or the Court, unless an enforcement action is pending or the duration of this Consent Decree has otherwise been extended.

3. This Consent Decree is final and binding among the parties signatory hereto and ACI's successors, assigns, subsidiaries, affiliates, and any corporation or other entity with which ACI may merge or consolidate. Before any transfer of majority ownership or control, ACI shall provide written notice of this lawsuit and a copy of this Consent Decree to any potential purchaser of ACI's business, or a purchaser of all or a portion of ACI's assets, and to any other potential successors, assigns, subsidiaries, affiliates, or any corporation or other entity with which ACI may merge or consolidate. Prior to any transfer of ownership or control described in the preceding sentence, ACI will provide written notice to EEOC seven (7) days before any assignment, succession, acquisition, merger or consolidation affecting ACI.

APPROVED IN FORM AND CONTENT:

FOR PLAINTIFF EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

FOR DEFENDANT AFFORDABLE
CARE, INC.

s/Elizabeth Grossman
Elizabeth Grossman, Regional Attorney
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION, New York District Office
33 Whitehall Street, 5th Floor
New York, NY 10004
Phone: (212) 336-3696
Fax: (212) 33603623
elizabeth.grossman@eepoc.gov

s/Timothy P. Van Dyck
Timothy P. Van Dyck, Esq.
Robert G. Young, Esq.
Edwards Angell Palmer & Dodge LLP
111 Huntington Ave.
Boston, MA 02199
(617) 239-0100
tvandyck@eapdlaw.com
ryoung@eapdlaw.com

Date: May 20, 2010

Date: May 20, 2010

FOR INTERVENING PLAINTIFFS

FOR DEFENDANT NELSON WOOD,
DMD, PC

s/Michael O. Shea
Michael O. Shea, Esq
Emily J. Daniel, Esq.
451 Main Street
Wilbraham, MA 01095
Phone: (413) 596-9005
Fax: (413) 596-8095

(see attached sheet for signature)
Nelson Wood

Date:

Date: May 20, 2010

SO ORDERED, ADJUDGED AND DECREED this 2nd day of June,
2010.

Michael D. Ponsor
U.S. District Court Judge

APPROVED IN FORM AND CONTENT:

FOR PLAINTIFF EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

FOR DEFENDANT AFFORDABLE
CARE, INC.

Elizabeth Grossman, Regional Attorney
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION, New York District Office
33 Whitehall Street, 5th Floor
New York, NY 10004
Phone: (212) 336-3696
Fax: (212) 33603623
elizabeth.grossman@eoc.gov

Timothy P. Van Dyck, Esq.
Robert G. Young, Esq.
Edwards Angell Palmer & Dodge LLP
111 Huntington Ave.
Boston, MA 02199
(617) 239-0100
rvandyck@eapdlaw.com
ryoung@eapdlaw.com

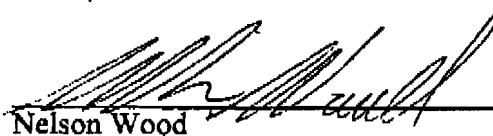
Date:

Date:

FOR INTERVENING PLAINTIFFS

FOR DEFENDANT NELSON WOOD,
DMD, PC

Michael O. Shea, Esq
Emily J. Daniel, Esq.
451 Main Street
Wilbraham, MA 01095
Phone: (413) 596-9005
Fax: (413) 596-8095


Nelson Wood

Date:

Date:

SO ORDERED, ADJUDGED AND DECREED this 2ND day of June,
2010.


U.S. District Court Judge

EXHIBIT A

A. EMPLOYMENT

Equal Opportunity

Equal Employment Opportunity has been, and will continue to be, a fundamental principle at this dental practice, where employment is based upon personal capabilities and qualifications without discrimination because of race, color, religion, sex, age, national origin, disability, or any other protected characteristic as established by law.

This policy of Equal Employment Opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, termination, and all other terms and conditions of employment.

In the furtherance of its commitment to equal employment opportunity, the dental practice bases its employment policies on work related criteria.

Employment at Will

You should understand that employment at this dental practice is not offered, contracted or promised for any specific length of time. If at any time you are not fully satisfied, you may terminate your employment. Just as you will be free to terminate your employment at any time for any reason, the Practice Owner reserves the same right, on the same basis, to terminate your employment for any lawful reason.

Americans With Disabilities Act Policy Statement

The dental practice is committed to complying with all applicable provisions of the Americans with Disabilities Act ("ADA"). It is the dental practice's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of nondiscrimination, the dental practice will attempt to provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, who has made the Practice Owner aware of his or her disability, provided that such accommodation does not constitute an undue hardship on the dental practice.

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should speak with the Practice Owner. The dental practice encourages individuals with disabilities to come forward and request reasonable accommodation.

Sexual Harassment & Anti-Harassment Policy

This dental practice is committed to maintaining a work environment that is free of any form of harassment or discrimination. In keeping with this commitment, the Practice Owner will not tolerate harassment of dental practice employees or employees performing services for the dental practice by anyone, including any supervisor, co-worker, vendor, client, or customer or any third party. Harassment consists of unwelcome conduct - whether verbal, physical, or visual - that is based upon a person's protected status, such as sex, color, race, religion, national origin, age, physical or mental disability, or other protected group status.

The dental practice will not tolerate harassing conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or offensive working environment. Such harassment may include, for example, jokes about another person's protected status, kidding, teasing, or practical jokes directed at a person based on his or her protected status.

Sexual harassment deserves special mention. Unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on sex constitutes sexual harassment when (1) submission to the conduct is an explicit or implicit term or condition of employment, (2) submission to or rejection of the conduct is used as the basis for an employment decision, or (3) the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment is conduct based on sex, whether directed toward a person of the opposite sex or same sex and may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing," "practical jokes," jokes about obscene printed or visual material, and physical contact such as patting, pinching, or brushing against another person's body.

All dental practice employees are responsible to help assure that they avoid harassment. If you feel that you have experienced or witnessed harassment, you are to notify the Practice Owner. The dental practice forbids retaliation against anyone for reporting any form of harassment or discrimination, assisting in making a harassment or discrimination complaint, or cooperating in a harassment investigation. If you feel you have been retaliated against, you are to notify the Practice Owner.

Any complaints of discrimination or retaliation may also be made to the Compliance Hotline at 866-895-4116 or <https://www.integrity-helpline.com/workplaceconcerns.jsp>. The hotline is confidential, easy to use and always available. Any complaints involving the Practice Owner's actions or failure to act will be investigated by an independent investigator.

The dental practice's policy is to investigate all such complaints thoroughly and promptly. To the fullest extent practicable, the dental practice will keep complaints and the terms of their resolution confidential. If an investigation confirms that a violation of the policy has occurred, the dental practice will take corrective action, including discipline, up to and including immediate termination of employment.

EXHIBIT B

(on EEOC letterhead)

NOTICE

1. This NOTICE to all employees of affiliated dental practices of Affordable Care, Inc. is being posted and provided as part of a Consent Decree between Affordable Care, Inc. as Defendant and the U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION. The lawsuit alleged that Affordable Care, Inc., through an affiliated practice, created and tolerated a sexually and racially hostile work environment for two of the affiliated practices' employees. Affordable Care has agreed to post this notice as part of the resolution of this matter.

2. Federal law requires that there be no discrimination against any employee or applicant for employment because that person made a complaint of discrimination because of sex, race, national origin, color, age, disability, genetic information or religion with respect to hiring, compensation, promotion, discharge, or other terms, conditions or privileges of employment. The Equal Employment Opportunity Commission is the federal agency responsible for enforcing those laws.

3. Affordable Care will comply with such Federal law in all aspects, and it will not take any adverse employment action against individuals because they have exercised their rights under the law by filing charges or cooperating with the U.S. Equal Employment Opportunity Commission or by otherwise opposing employment practices made unlawful under federal law.

4. As part of the Consent Decree, Affordable Care has agreed, among other things, to adopt and distribute a new antidiscrimination policy; to train its employees on anti-discrimination law and to make such training available to the employees of affiliated practices as set forth in the Consent Decree; and establish an EEO coordinator to investigate complaints of discrimination or retaliation (complaints of discrimination or retaliation may be made through the Affordable Dentures Network Compliance Hotline, toll-free number 866.895.4116, <https://www.integrity-helpline.com/workplaceconcerns.jsp>)

5. The Equal Employment Opportunity Commission maintains offices throughout the United States. Its toll-free telephone number is 1-800-669-4000, and its website can be found at www.eeoc.gov. Any employee who believes he or she has been discriminated against on any of the bases identified above may contact EEOC and file a charge.

6. This NOTICE will remain posted until 3 YEARS FROM DATE OF SIGNATURE.

SIGNED this day of , 2010.

President, Affordable Care, Inc.

DO NOT REMOVE THIS NOTICE UNTIL 3 YEARS FROM DATE OF SIGNATURE