

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Philadelphia District Office
21 S. 5th Street, Suite 400
Philadelphia, PA 19106
Marisol Ramos
Trial Attorney
Attorney for Plaintiff EEOC

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,**

Plaintiff,

v.

OAK LANE PRINTING

Defendant.

CIVIL ACTION NO. 06-CV-1485

CONSENT DECREE

Introduction

A. This action was instituted by the U.S. Equal Employment Opportunity Commission (“EEOC” and/or “the Commission”) on March 30, 2006 against Defendant OAK LANE PRINTING (“OAK LANE” and/or “Defendant”) to enforce provisions of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 626(b) (“ADEA”). In its Complaint, the Commission alleged that Defendant terminated the employment of Mr. Thomas R. Everly from his position as a Lead Pressman because of his age, then 60 and David L. Rice from his position as a Bindery Helper because of his age, then 55, while retaining similarly-situated younger employees.

B. This Consent Decree is entered into by and shall be final and binding between the EEOC and OAK LANE, its directors, officers, agents, successors and assigns.

C. EEOC and OAK LANE agree to the entry of this Consent Decree, which shall fully and finally resolve all claims the EEOC raised in its Complaint in Civil Action No. 06-1485.

Findings

D. Having carefully examined the terms and provisions of this Consent Decree, and based on the pleadings, record and stipulations of the parties, the Court finds: (1) it has jurisdiction of the parties and subject matter jurisdiction of this action; and (2) the terms of this Decree are fair, reasonable, equitable and just, and adequately protect the rights of the parties, and the public interest.

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

Non-Discrimination and Non-Retaliation

1. Defendant agrees to comply fully with all of the provisions of the ADEA, including its anti-retaliation provisions. This means that Defendant will not take action against any individual because s/he exercised any of his or her rights under ADEA, including filing a charge, providing testimony or assistance, participating in any manner in any investigation, proceeding or hearing under ADEA, or opposing any practice that he or she reasonably believed to be unlawful under ADEA.

Monetary Relief

2. In full settlement of the claim raised on his behalf against Defendant in the EEOC's Complaint, OAK LANE agrees to pay the sum total of \$52,700.00 to Thomas R. Everly and the sum total of \$24,800.00 to David Rice. Mr. Everly and Mr. Rice will be required to promptly execute the attached Release (**Attachment A and Attachment B**) which will be forwarded to OAK LANE in order to receive the monetary payment.

3. Within fourteen (14) days after OAK LANE has received the executed Releases from Mr. Everly and Mr. Rice or within 14 days of the filing of this Consent Decree, Defendant will make the monetary payments to Mr. Everly and Mr. Rice. OAK LANE will submit proof of each payment by mailing a copy of the check issued in this matter to: Marisol Ramos, Trial Attorney, EEOC, Philadelphia District Office, 801 Market Street, Suite 1300, Philadelphia, PA 19107-3127. Late payment of any check will be subject to the accrual of interest on the unpaid amount, calculated pursuant to 28 U.S.C. § 1961.

Posting of Notice

4. Within 20 business days after entry of this Decree, Defendant shall post at its OAK LANE work site(s) on all bulletin boards used by Defendant for communicating with employees, same-sized copies of the Notice attached as **(Attachment C)** to this Decree. The Notice shall remain posted for two years from the date of entry of this Decree. Defendant shall forward a certification that the Notice has been posted and dates of posting within 30 days after entry of this Decree to Marisol Ramos, Trial Attorney, EEOC, Philadelphia District Office, 801 Market Street, Suite 1300, Philadelphia, PA 19107-3127. If posted copies become defaced, removed, marred or otherwise illegible, Defendant agrees to post a readable copy in the same manner as heretofore specified.

Training

5. Defendant shall provide training on the requirements of ADEA as follows:

(a) Defendant agrees to provide annual training sessions by EEOC or a vendor approved by the EEOC for any employee or employees at its OAK LANE work site responsible for responding to ADEA complaints made at OAK LANE. The training will cover employee rights and employer obligations under both ADEA and relevant state or local anti-discrimination

laws. Defendant will emphasize what constitutes unlawful discrimination in the workplace, how to keep the company free from such discrimination, what constitutes unlawful retaliation, and will summarize how to conduct a prompt and effective investigation into allegations, complaints or charges of discrimination;

(b) Defendant shall first provide training in accordance with Paragraph 5 by no later than 90 calendar days after entry of this Consent Decree and also shall provide such training in calendar years 2008 and 2009.

6. Defendant shall obtain the EEOC's approval of its proposed trainer prior to each year's training sessions.

7. Defendant agrees at its expense to provide the EEOC with copies of all pamphlets, brochures, outlines or other written materials provided to attendees of training sessions. Even though the EEOC has approved of or designated a trainer to provide training for one year, it is not required to approve of or designate the same trainer for future training sessions.

8. Defendant shall certify to the EEOC in writing within 10 business days after the training sessions required by Paragraph 5 have occurred that the training has taken place and the personnel who attended. Such certification shall include: (i) the dates, location and duration of the training session; (ii) a copy of the registry of attendance, including the name and position of each person in attendance; and (iii) a listing of the employee or employees at OAK LANE's work site(s), responsible for responding to ADEA complaints made at OAK LANE as of the date of the training.

9. Defendant shall furnish to the EEOC the following written reports annually for a period of two years following entry of this Decree, with the first report due six months after entry of the Decree and the final report due 24 months after entry of the Decree. Each such report shall

contain:

- (a) a certification by Defendant that the Notice required to be posted by Paragraph 5 was posted during the six months preceding the report;
- (b) a certification by Defendant that it has or will distribute the policy or policies against discrimination, harassment and retaliation annually to employees, and that Defendant has disseminated them to all new employees, including temporary employees, hired within the six-month period preceding the report;
- (c) a certification that Defendant has complied with training requirements of this Consent Decree;
- (d) a summary of any additional actions Defendant took to prevent discrimination, harassment and retaliation at OAK LANE's work site(s) during the six-month period preceding the report.

Dispute Resolution

10. In the event either party to this Decree believes the other party has failed to comply with any provision(s) of the Decree, the complaining party shall notify the other party of the alleged non-compliance within 20 days of the alleged non-compliance and afford the alleged non-complying party 20 business days to remedy the non-compliance or satisfy the complaining party that the alleged non-complying party has complied. If the alleged non-complying party has not remedied the alleged non-compliance or satisfied the complaining party that it has complied within 20 business days, the complaining party may apply to the Court for appropriate relief.

Miscellaneous Provisions

- 11. Each party to this Decree shall bear its own expenses, costs and attorneys' fees.
- 12. The terms of this Decree are and shall be binding upon the present and future

representatives, agents, directors, officers, successors and assigns of Defendant in their capacities as representatives, agents, directors and officers of Defendant and not in their individual capacities. This paragraph shall not be construed as placing any limit on remedies available to the Court in the event any individual is found in contempt for a violation of this Decree.

13. This Consent Decree shall fully and finally resolve all claims which were raised by the EEOC in its Complaint in Civil Action No. 06-cv-1485.

14. This Consent Decree shall be filed in the United States District Court for the Eastern District of Pennsylvania and shall continue in effect for two (2) years. During this time, this Court shall retain jurisdiction over this matter and the parties for purposes of enforcing compliance with the Decree, including issuing such orders as may be required to effectuate its purposes. Any application by any party to modify or vacate this Consent Decree during such period shall be made by motion to the Court on no less than 30 days' notice to the other party. Should any material disputes under this Decree remain unresolved after this five-year period, the term of the Decree shall be automatically extended (and the Court will retain jurisdiction of this matter to enforce the Consent Decree) until such time as all disputes have been resolved.

15. The Clerk of the District Court is hereby directed to send a file-stamped copy of this Consent Decree to counsel of record.

For Plaintiff EEOC:

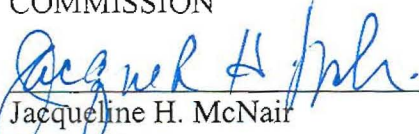
Ronald S. Cooper
General Counsel

James L. Lee
Associate General Counsel

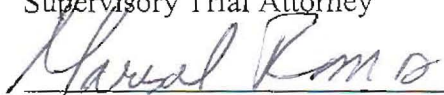
Gwendolyn Young Reams
Associate General Counsel
Wash., D.C.

For Defendant OAK LANE:

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

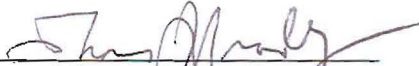

Jacqueline H. McNair
Regional Attorney


Terrence R. Cook
Supervisory Trial Attorney


Marisol Ramos
Trial Attorney

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

Philadelphia District Office
21 S. 5th Street, Suite 400
Philadelphia, PA 19106
(215) 440-2828



Thomas J. Bradley, Esq.
Attorney for Defendant, OAK LANE

By the Court: _____ Date: _____
THE HONORABLE
UNITED STATES DISTRICT JUDGE

EXHIBIT A

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Philadelphia District Office
21 S. 5th Street, Suite 400
Philadelphia, PA 19106
Marisol Ramos (MR 8741)
Trial Attorney
Attorney for Plaintiff EEOC

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

v.

OAK LANE PRINTING

Defendant.

CIVIL ACTION NO. 06-CV-1485

RELEASE

Pursuant to the terms of the Consent Decree entered into by the Equal Employment Opportunity Commission ("EEOC") and OAK LANE, in the above-captioned case, I, Thomas R. Everly, do hereby waive, remit, release and forever discharge OAK LANE, its parent and subsidiary companies, and affiliates, and any and all of the officers, directors, agents, attorneys, employees, and members of such entities from any and all claims, demands or causes of action under ADEA, including attorneys fees and costs, arising from or relating to any right or entitlement now existing until the date of execution of this Release for claims arising from or allegations made in EEOC v. OAK LANE, Civil Action 06-1485, based on claims of discrimination based on age occurring prior to this date. This Release is freely executed in return for the good and valuable consideration set forth in the above-referenced Consent Decree.

Date: May 28, 2008

SIGNATURE:

Name:

Thomas R. Everly

Sworn to and Subscribed
Before me this 28th day
of May, 2008.

Carle S. Kuhn
NOTARY PUBLIC

My Commission Expires: May 27, 2012

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

CAROLE S. KUHN, Notary Public
Souderton Boro., Montgomery County
My Commission Expires May 27, 2012

EXHIBIT B

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Philadelphia District Office
21 S. 5th Street, Suite 400
Philadelphia, PA 19106
Marisol Ramos (MR 8741)
Trial Attorney
Attorney for Plaintiff EEOC

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

v.

OAK LANE PRINTING

Defendant.

CIVIL ACTION NO. 06-CV-1485

RELEASE

Pursuant to the terms of the Consent Decree entered into by the Equal Employment Opportunity Commission ("EEOC") and OAK LANE, in the above-captioned case, I, David L. Rice, do hereby waive, remit, release and forever discharge OAK LANE, its parent and subsidiary companies, and affiliates, and any and all of the officers, directors, agents, attorneys, employees, and members of such entities from any and all claims, demands or causes of action under ADEA, including attorneys fees and costs, arising from or relating to any right or entitlement now existing until the date of execution of this Release for claims arising from or allegations made in EEOC v. OAK LANE, Civil Action 06-1485, based on claims of discrimination based on age occurring prior to this date. This Release is freely executed in return for the good and valuable consideration set forth in the above-referenced Consent Decree.

Date: 5/30, 2008

SIGNATURE: David Rice
Name: DAVE RICE

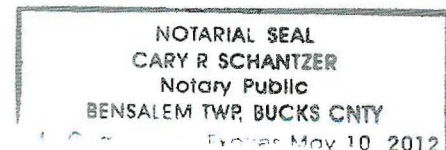
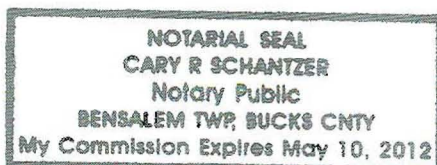
Sworn to and Subscribed

Before me this 30 day

of May, 2008.

Cary R. Schantzer
NOTARY PUBLIC

My Commission Expires: 5/10/2012



ATTACHMENT C

NOTICE TO ALL OAK LANE PRINTING EMPLOYEES

This Notice is being posted pursuant to a Consent Decree entered by the federal district court in EEOC v. OAK LANE PRINTING, civil action number 06-CV-1485, resolving a lawsuit filed by the Equal Employment Opportunity Commission ("EEOC") against Oak Lane Printing.

The Age Discrimination in Employment Act of 1967, commonly referred to as the ADEA, protects individuals who are 40 years of age or older. The ADEA prohibits discrimination against employees and applicants for employment based upon age. The ADEA further prohibits retaliation against employees or applicants who avail themselves of the rights under the ADEA by engaging in protected activities, such as filing a charge of discrimination and/or testifying or participating in a Commission investigation. The EEOC is the federal agency which investigates charges of unlawful employment discrimination. The EEOC has the authority to bring lawsuits in federal court to enforce the ADEA.

In its lawsuit, the EEOC alleged that Oak Lane unlawfully discriminated against two employees in violation of the ADEA when it terminated their employment. OAK LANE has denied all allegations.

In order to save further litigation costs and to amicably resolve this issue, OAK LANE agreed to enter a consent decree with the EEOC, although it continues to deny all liability. The Consent Decree is a compromise of the claims asserted in this civil action and is not to be construed or deemed to be evidence of any wrongdoing, fault, or liability. The Consent Decree provided, among other things, that: (1) Oak Lane Printing provide relief to the affected individual, and (2) Oak Lane Printing agrees to comply fully with all of the provisions of ADEA, including its anti-retaliation provisions; (3) OAK LANE will provide training on the ADEA's provisions, and will post a notice in the workplace. If you believe you have been discriminated against, you may contact the EEOC at (215) 440-2600. The EEOC charges no fees and has employees who speak languages other than English.

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

This Notice must remain posted for two years from the date below and must not be altered, defaced or covered by any other material. Any questions about this Notice or compliance with its terms may be directed to the Regional Attorney, EEOC Philadelphia District Office, 801 Market Street, Suite 1300, Philadelphia, PA 19107.

U.S. Equal Employment Opportunity
Commission

OAK LANE PRINTING

DATED: _____ DATED: _____

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Philadelphia District Office
21 S. 5th Street, Suite 400
Philadelphia, PA 19106
Marisol Ramos (MR 8741)
Trial Attorney
Attorney for Plaintiff EEOC

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)
)
Plaintiff,)
)
v.)
)
OAK LANE PRINTING)
)
Defendant.)
_____)

CIVIL ACTION NO. 06-CV-1485

STIPULATION AND ORDER OF DISMISSAL

Pursuant to Rule 41(a)(1)(ii) of the Federal Rules of Civil Procedure and pursuant to provisions of the Consent Decree, the Plaintiff, Equal Employment Opportunity Commission ("EEOC") and Defendant, OAK LANE, hereby agree to dismiss Civil Action 06-1485 with prejudice, each party to bear its own costs and attorneys' fees.

Jurisdiction over this matter will be retained by the Court until the monetary and equitable relief provisions of the Consent Decree are fully satisfied.

For Plaintiff EEOC:

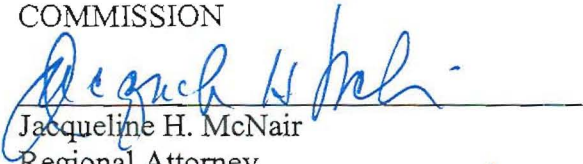
For Defendant OAK LANE:

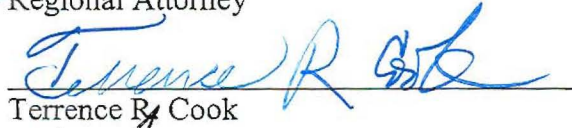
Ronald S. Cooper
General Counsel

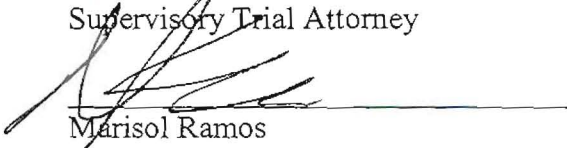
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EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

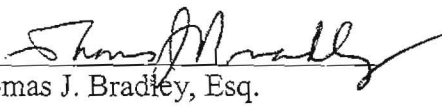

Jacqueline H. McNair
Regional Attorney


Terrence R. Cook
Supervisory Trial Attorney


Marisol Ramos
Trial Attorney

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

Philadelphia District Office
801 Market Street, Suite 1300
Philadelphia, PA 19106
(215) 440-2619
Fax (215) 440-2828


Thomas J. Bradley, Esq.
Attorney for Defendant OAK LANE

APPROVED AND SO ORDERED:

Date

The Honorable
United States District Court Judge