



Cornell University  
ILR School

Cornell University ILR School  
**DigitalCommons@ILR**

---

Consent Decrees

Labor and Employment Law Program

---

10-7-2004

## **EEOC & Suzanne Whitty v. Mount Carmel, LLC, and Benedictine Health System, et al.**

Judge Aaron E. Goodstein

Follow this and additional works at: <https://digitalcommons.ilr.cornell.edu/condec>

Thank you for downloading this resource, provided by the ILR School's Labor and Employment Law Program. [Please help support our student research fellowship program with a gift to the Legal Repositories!](#)

---

This Article is brought to you for free and open access by the Labor and Employment Law Program at DigitalCommons@ILR. It has been accepted for inclusion in Consent Decrees by an authorized administrator of DigitalCommons@ILR. For more information, please contact [catherwood-dig@cornell.edu](mailto:catherwood-dig@cornell.edu).

If you have a disability and are having trouble accessing information on this website or need materials in an alternate format, contact [web-accessibility@cornell.edu](mailto:web-accessibility@cornell.edu) for assistance.

---

**EEOC & Suzanne Whitty v. Mount Carmel, LLC, and Benedictine Health System, et al.**

**Keywords**

Suzanne Whitty, Mount Carmel, LLC, and Benedictine Health System, et al., 03-C-0898, Consent Decree, Retaliation, Sexual Harassment, Termination, Sex, Female, Healthcare, Employment Law, Title VII



**ORDERED, ADJUDGED, AND DECREED THAT:**

1. This Court has jurisdiction over the subject matter of this action and over the parties for purposes of entering and enforcing this Decree.
2. The terms of this Decree are adequate, fair, reasonable, equitable and just.
3. This Decree conforms with the Federal Rules of Civil Procedure and is not in derogation of the rights or privileges of any person. The entry of this Decree will further the objectives of Title VII, Title I of the Civil Rights Act of 1991, and 42 U.S.C. § 1981a and will be in the best interests of the parties, those for whom EEOC seeks relief, and the public.
4. This case was resolved by a mutually-agreeable settlement, to avoid the time, cost, and uncertainty associated with further contesting this matter. Defendants and their agents and employees do not admit to any wrongdoing.
5. This Decree resolves all claims against all defendants arising out of the Charge of Discrimination filed by Suzanne Whitty, EEOC Charge No. 260-A2-00820, the Commission's amended complaint, and Ms. Whitty's amended complaint.

**INJUNCTIVE RELIEF**

1. Injunction.

Mount Carmel, LLC, its officers, agents, employees, successors, and all persons in active concert or participation with it shall be and are hereby enjoined from engaging in any employment practice that violates Title VII, Title I of the Civil Rights Act of 1991, or 42 U.S.C. § 1981a, for two years.

2. Training.

Mount Carmel, LLC, shall provide training in regard to Title VII, Title I of the Civil Rights Act of 1991, and 42 U.S.C. § 1981a to all of its management and supervisory employees once per year for the next two years from the date of entry of this Consent Decree and Order, and shall annually provide the EEOC's Milwaukee District Office with a list of those trained and the date and description of the training provided, and shall include training on sexual harassment and retaliation.

3. Posting.

Mount Carmel, LLC, shall place a public notice, in a conspicuous place, at its offices, for a period of two years from the date of entry of this Consent Decree and Order. The notice shall be in the form attached hereto as Exhibit A and captioned "Notice To All Employees." Mount Carmel, LLC, shall annually provide the Commission's Milwaukee District Office with proof of compliance with this provision.

4. Dissemination of Policy Statement

Mount Carmel, LLC, agrees to issue and disseminate a statement to all its employees, in the form attached as Exhibit B (or in such other form as it may choose, with the consent of the Commission), affirming its obligation to comply with Title VII, Title I of the Civil Rights Act of 1991, and 42 U.S.C. § 1981a, and affirming that it is the responsibility of all of Mount Carmel, LLC's employees to comply with Title VII, Title I of the Civil Rights Act of 1991, and 42 U.S.C. § 1981a within 30 days of execution of this Consent Decree. Once each year for the next two years, Mount Carmel, LLC, shall re-issue the policy statement, to all of its human resources staff, recruiting department personnel, and all others with day-to-day EEO responsibility.

5. Certification to Commission.

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

6. References to Ms. Whitty by Defendant

Mount Carmel, LLC, further agrees to prohibit any dissemination, directly or indirectly, to any other employer or potential employer of any facts or circumstances surrounding Ms. Whitty's charge of discrimination or the events relating to the charge or this lawsuit.

7. Reporting

For two years from the entry of this Consent Decree and Order, Mount Carmel, LLC, shall report in writing, to the undersigned counsel for the Commission (on a semiannual basis every June 30 and December 31 starting with December 31, 2004), the name, address, phone number, job title, of each employee or applicant for employment, and for all individuals who are terminated, disciplined, or promoted. Mount Carmel, LLC, shall also maintain such documents for the two-year term of this Decree, and shall make such documents available for inspection by the Commission pursuant to Paragraph 8 herein. Upon the termination of this Decree, Mount Carmel, LLC, shall retain documents pursuant to 29 C.F.R. §1602.14.

8. Right of Entry for Inspection

For two years from entry of this Consent Decree and Order, the Commission shall have the right, on 10 days written notice to Mount Carmel, LLC, to enter upon Mount Carmel, LLC's offices and inspect any relevant documents or records for the purpose of determining Mount Carmel, LLC's compliance with this Consent Decree and Order.

**MONETARY RELIEF**

Mount Carmel, LLC, agrees, within 15 days of signature of this Consent Decree and Order by the Court, to pay Ms. Whitty \$27,500.00 for alleged past and future lost payroll income, less appropriate deductions, and Mount Carmel, LLC, shall pay its own share of all applicable withholdings, which shall not reduce the award. Mount Carmel, LLC, further agrees to pay Ms. Whitty \$150,000.00 for all other forms of alleged damages, including emotional distress and reputation damages, and to pay her attorney, Walter F. Kelly, \$80,000.00 for plaintiff-intervenor's reasonable attorney's fees, costs, and other litigation expenses. Mount Carmel, LLC, shall mail the payments to Ms. Whitty and Mr. Kelly's firm c/o Attorney Walter F. Kelly, Walter F. Kelly, S.C., Broadway Theatre Center, 158 North Broadway, Suite 600, Milwaukee, Wisconsin 53202, and shall simultaneously provide a copy of the payment check(s) to the undersigned counsel for the Commission.

SO ORDERED, ADJUDGED AND DECREED this 7<sup>th</sup> day of October, 2004.

IT IS further ordered that all pending motions are denied as moot.

James E. Goodstein  
United States District Court Magistrate Judge

Jean Kamp  
Regional Attorney

9-30-04  
Date

Robert F. Tomlinson  
Senior Trial Attorney

9-30-04  
Date

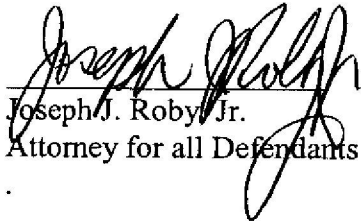
EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION

310 West Wisconsin Avenue, Suite 800  
Milwaukee, Wisconsin 53202



Walter F. Kelly  
Attorney for Suzanne Whitty  
PLAINTIFF-INTERVENOR

10-5-04  
Date



Joseph J. Roby Jr.  
Attorney for all Defendants

10-1-04  
Date



## Exhibit A

### NOTICE TO ALL EMPLOYEES

This notice is being posted by order of the Court in a lawsuit brought against Mount Carmel, LLC by the U.S. Equal Employment Opportunity Commission ("EEOC"). The EEOC alleged that the Mount Carmel, LLC., violated Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. ("Title VII"), Title I of the Civil Rights Act of 1991, and 42 U.S.C. § 1981a, by terminating Suzanne Whitty in retaliation for opposing an unlawful employment practice, and for participating in an investigation of an unlawful employment practice.

This case was resolved by a mutually-agreeable settlement, to avoid the time, cost, and uncertainty associated with further contesting this matter. Mount Carmel, LLC, its agents and employees do not admit to any wrongdoing.

Mount Carmel, LLC, has further agreed not to discriminate against any employee for opposing an unlawful employment practice or for participating in an investigation of an unlawful employment practice.

Should you have any complaints of discrimination for opposing an unlawful employment practice or for participating in an investigation of an unlawful employment practice, contact [Human Resources], or the local EEOC office in Milwaukee. EEOC charges no fee for its services, and has employees who speak languages other than English. EEOC's offices are accessible to individuals with disabilities.

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

**Exhibit B**

[Mount Carmel, LLC Letterhead]

Mount Carmel, LLC, believes in hiring, placing, and promoting individuals on the basis of qualifications and merit. It is Mount Carmel, LLC's policy that all employment practices, including recruiting, hiring, promotion, layoff, recall from layoff, training, compensation, benefits, and other terms, privileges and conditions of employment, be free from discrimination of any kind, including discrimination for opposing an unlawful employment practice or for participating in an investigation of an unlawful employment practice. Mount Carmel, LLC, believes in full compliance with fair employment laws.

It is the responsibility of all Mount Carmel, LLC's, employees to comply with this policy in fact and in spirit.

Dated: \_\_\_\_\_

\_\_\_\_\_

Executive Administrator