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12-2-1999

## EEOC v. I-20 Animal Medical Center, P.C.

Judge Joe Kendall

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## EEOC v. I-20 Animal Medical Center, P.C.

### Keywords

EEOC, I-20 Animal Medical Center, 3:98-CV-2316-X, Consent decree, disparate treatment, retaliation, terms and conditions, promotion, advancement, religious, service, employment law, title VII



positions or to be entitled to other benefits of employment. Further, the EEOC alleged that 1-20 engaged in unlawful employment practices by failing to reasonably accommodate the religious beliefs of the named Charging Party and the other aggrieved individuals in this case. In addition, the EEOC alleged that 1-20 retaliated against Cynthia Bishop and the aggrieved individuals who opposed its unlawful employment practices. Specifically, EEOC alleges that 1-20 subjected employees who refused to participate in activities and course work associated with religious teachings and who resisted what they believed to be undue influences to discipline, and relegated them to lesser tasks and termination and/or constructive discharge.

1-20 denies that it or any of its agents engaged in any unlawful conduct or violated any of the applicants rights under Title VII.

The parties hereto desire to compromise and settle the differences embodied in this lawsuit, and intend that the terms and conditions of the compromise and settlement be set forth in this Consent Decree.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows, the court finds appropriate, and therefore, it is ORDERED, ADJUDGED AND DECREED that:

1. This Court has jurisdiction to enforce the provisions set forth in this Consent Decree.
2. This Consent Decree resolves all issues raised in EEOC Charge No. 31C-97-0665.

This Decree further resolves all issues in the Complaint filed by the EEOC in this civil action. The EEOC waives further claims and/or litigation on all issues in the above referenced charge and Complaint. The EEOC does not waive processing or litigating charges other than the above referenced charge.

3. The parties agree that this Consent Decree does not constitute an admission by 1-20 of any violation of Title VII of the Civil Rights Act.
4. 1-20 agrees that it shall conduct all employment practices in a manner which does not subject any employee to discrimination based on religion prohibited by Title VII of the Civil Rights Act.
5. 1-20 agrees that it will not condition promotions, pay raises, or any other job benefits on employees' compliance with employer-imposed religious teachings or training.
6. 1-20 agrees that it will not use training packs and/or course work which contains religious teachings or training.
7. 1-20 agrees that it will not discriminate against, discipline, discharge or otherwise retaliate against any employees who raise objections and/or request an accommodation of their sincerely held religious beliefs.
8. 1-20 agrees that, if any employee requests a reasonable accommodation based on religion during the term of this Consent Decree, the EEOC will be notified in writing by 1-20 within 10 days with the following information: the identity and job title of the requestor, the person to whom the request is being made, the date of the request, the nature of the request, and the response by 1-20 to the request.
9. 1-20 agrees to post the Notice appended hereto as Attachment "A" on the employee bulletin board at its office within 10 days after the entry of this Consent Decree. 1-20 will report to the EEOC that it has complied with this requirement within 30 days after posting the notice.
10. For each year that this Consent Decree is in effect, 1-20 agrees to conduct training for

all employees of 1-20, including supervisors, managers and hourly workers, advising them of the requirements and prohibitions of Title VII of the Civil Rights Act of 1964. The training will inform the employees of the complaint procedure for individuals who suspect that they are being discriminated against by 1-20. The training will also advise employees, including supervisors and managers, of the consequences imposed upon I-20 for violating Title VII. The training will also include a specific discussion or instruction relating to the issue of religious discrimination and accommodation. The training shall be at least two hours in duration. No less than 10 days before the training is conducted, 1-20 agrees to give written notice to the EEOC as to the date and location of the training, the name of the person providing the training, and the substance of the training. All materials used in conjunction with the training shall be forwarded to the EEOC. Within 10 days following the training, 1-20 shall submit to the EEOC confirmation that the training was conducted, and a list of all attendees.

11. 1-20 agrees to remove from all personnel files of Cynthia Bishop, Stephanie Brady, Andrea LaSalle, Cathy Sisk, Barbara Wheeler, and Ronna Winnett all documents, entries and references relating to: the facts and circumstances which led to the filing of Cindy Bishop's charge of discrimination; the charge itself; and the complaint filed by the EEOC in federal court based upon Ms. Bishop's charge.
12. 1-20 agrees to pay the total sum of \$150,000.00 to Cindy Bishop, Stephanie Brady, Andrea LaSalle, Cathy Sisk, Barbara Wheeler, and Ronna Winnett in settlement of all claims whether for compensatory, punitive damages or otherwise. Payment shall be made in the form of separate cashiers' checks payable to Cindy Bishop, Stephanie

Brady, Andrea LaSalle, Cathy Sisk, Barbara Wheeler, and Ronna Winnett in amounts designated by the EEOC. The EEOC will notify 1-20 of the monetary amounts which should be designated in each cashier's check within 10 days of the entry of the decree. The checks shall be mailed via certified mail to the attention of Devika S. Dubey, Senior Trial Attorney, 207 South Houston Street, 3<sup>rd</sup> Floor, Dallas, Texas 75202 within 30 days of receipt of such notice. Said individuals will be responsible for all taxes associated with said payments. 1-20 will issue a Form 1099 to said individuals and, although the settlement payment will be divided into separate amounts for said individuals, the sum total of \$150,000.00 shall be paid by 1-20 up front at one time.

13. 1-20 agrees to report to the EEOC within 30 days of entry of this Consent Decree regarding its compliance with the arrangements set forth in paragraphs 5 through 12, above.
14. All reports to the EEOC required by this Decree shall be sent to Devika S. Dubey, Senior Trial Attorney, EEOC, 207 S. Houston Street, 3<sup>rd</sup> Floor, Dallas, Texas, 75202.
15. If 1-20 fails to tender payment or otherwise fails to timely comply with the terms of paragraph 12 above, 1-20 shall:
  - a. Pay interest at the rate calculated pursuant to 26 U.S.C. Section 6621 (b) on any untimely or unpaid amounts; and
  - b. Bear any additional costs incurred by the EEOC caused by the non-compliance or delay of the defendant.
16. Neither the EEOC nor 1-20 shall contest the validity of this Consent Decree nor the jurisdiction of the federal district court to enforce this Consent Decree and its terms or

the right of either party to the Consent Decree to bring an enforcement action upon breach of any term of this Consent Decree by either such party. Nothing in this Decree shall be construed to preclude the EEOC from enforcing this Decree in the event that 1-20 fails to perform the promises and representations contained herein. The EEOC shall determine whether 1-20 has complied with the terms of this Consent Decree and shall be authorized to seek compliance with the Consent Decree through civil action in the United States District Court. The EEOC also reserves the right to seek contempt sanctions for non-payment and non-compliance with this Court Order.

17. The effective date of this Decree shall be the date upon which it is signed for approval by the Court.
18. The parties agree to bear their own costs and attorneys' fees associated with this action.
19. The term of this Decree shall be for three (3) year from the effective date. The Court shall retain jurisdiction to enforce the terms of this Decree until the expiration of the term of the Consent Decree.

**SO ORDERED, ADJUDGED AND DECREED** this   <sup>\*</sup> day of    1999.

  
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U.S. DISTRICT COURT JUDGE



APPROVED AS TO FORM AND CONTENT:

FOR THE PLAINTIFF, EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION:



Robert A. Canino  
Regional Attorney  
Oklahoma State Bar No. 011782

Lawrence Mays  
Supervisory Trial Attorney  
Ohio State Bar No. 0038288

Devika S. Dubey  
Senior Trial Attorney  
Hawaii State Bar No. 005599

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION

Dallas District Office  
207 S. Houston Street  
3rd Floor  
Dallas, Texas 75202  
(214) 655-3336  
FAX (214) 655-3331

FOR DEFENDANT, 1-20 ANIMAL  
MEDICAL CENTER, P.C.:



Mr. Spencer F. Robinson  
Ramsay, Bridgforth, Harrelson &  
Strarling, LLP  
P.O. Box 8509  
Pine Bluff, Arkansas 71611

**NOTICE TO ALL EMPLOYEES POSTED PURSUANT TO AGREEMENT WITH THE U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION**

This Notice is being posted as part of an agreement between I-20 Animal Medical Center ("I-20") and the U. S. Equal Employment Opportunity Commission ("EEOC").

Federal law requires that there be no discrimination against any employee or applicant for employment because of the employee's race, color, religion, sex, national origin, age or disability with respect to hiring, firing, promotions, pay raises or other terms, conditions or privileges of employment. Specifically, the law prohibits an employer from discriminating against any employee as to the terms and conditions of employment based upon religion when an employer conditions a job benefit upon the employee's acquiescence to the employer's religious beliefs or practices or conditions a job detriment upon the employee's objection to the employer's imposition of a particular religious belief or practice. The law also prohibits an employer from retaliating against employees who oppose what they believe to be unlawful employment practices. Employers are also prohibited from subjecting employees to unwelcome religious practices and are required to take immediate remedial and corrective action to end such harassment upon an employee's complaint of such treatment. The law also requires employers to reasonably accommodate employees who object to the imposition of the employer's religious beliefs or practices.

An employee has the right, and is encouraged to exercise that right, to report allegations of religious discrimination in the workplace. An employee may do so by notifying the Director of Personnel at (817)478-9238. Employees who do not wish to go to the Director of Personnel may instead report to any supervisor or manager with I-20. Supervisors and managers who are informed of an alleged incident must immediately notify the Director of Personnel.

Any report of such an allegation will be thoroughly investigated, with appropriate disciplinary action taken against any person(s) found to have engaged in such conduct.

Any employee, either alternatively or in addition to reporting such an allegation to company officials, may contact the Equal Employment Opportunity Commission for the purposes of filing a charge of employment discrimination. The address and telephone number of the nearest EEOC office is 207 South Houston Street, Dallas, Texas 75202; (214) 655-3355.

DATE

COMPANY OFFICIAL

THIS NOTICE SHALL REMAIN POSTED UNTIL DECEMBER 15, 2002.

Attachment "A"