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11-28-2007

## **EEOC and Angel Butterbaugh, Cindy Douglas, Kristina Starr v. U.S. Investigations Services, Inc.**

Judge Kim R. Gibson

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## EEOC and Angel Butterbaugh, Cindy Douglas, Kristina Starr v. U.S. Investigations Services, Inc.

### Keywords

EEOC, Angel Butterbaugh, Cindy Douglas, Kristina Starr, U.S. Investigations Services Inc., 3:06-cv-209-KRG-KAP, Consent Decree, Sexual Harassment, Retaliation, Termination, Sex, Female, Service, Employment Law, Title VII

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

EQUAL EMPLOYMENT	)	
OPPORTUNITY COMMISSION,	)	
	)	
Plaintiff,	)	
and	)	
	)	
ANGEL BUTTERBAUGH,	)	
CINDY DOUGLAS, and	)	
KRISTINA STARR,	)	
Plaintiff Intervenors,	)	
	)	Civil Action No.: 3:06-cv-209-KRG-KAP
v.	)	
	)	
U.S. INVESTIGATIONS SERVICES, INC.,	)	
	)	
Defendant.	)	
	)	

CONSENT DECREE

Introduction

A. This action was instituted by the U.S. Equal Employment Opportunity Commission (“the EEOC” or “the Commission”) on September 29, 2006, against USIS, Professional Services Division, Inc., improperly captioned as U.S. Investigations Services, Inc. to enforce provisions of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.* (“Title VII”). The Commission alleged that Angel Butterbaugh, Cindy Douglas, and Kristina Starr were sexually harassed by a government employee who worked at a government-operated facility in Altoona, Pennsylvania. The Commission further alleged that Angel Butterbaugh, Cindy Douglas, and Kristina Starr were terminated in retaliation for their complaint about the unlawful harassment. USIS, Professional Services Division, Inc. denies all of these allegations.

B. This Consent Decree is entered into by and shall be final and binding between the EEOC and USIS, Professional Services Division, Inc., its directors, officers, agents, successors and assigns.

C. The EEOC and USIS, Professional Services Division, Inc. agree to entry of this Consent Decree, which shall fully and finally resolve all claims the EEOC raised in its Complaint in Civil Action No. 3:06-cv-209-KRG-KAP. This Consent Decree shall not constitute either an adjudication of or finding on the merits of the complaint and shall not be construed as an admission by USIS, Professional Services Division, Inc. of any violation of Title VII.

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 Consent 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. This Court has jurisdiction over the parties and subject matter of this action.
2. USIS, Professional Services Division, Inc. is enjoined from harassment of any employee on the basis of sex in violation of Title VII.
3. USIS, Professional Services Division, Inc. is enjoined from engaging in any employment practices which retaliate in any manner against any person, including but not limited to Angel Butterbaugh, Cindy Douglas, Kristina Starr, and any individual identified or named during this litigation and/or during the EEOC's investigation into the charges filed by Ms. Butterbaugh, Ms.



Douglas, and Ms. Starr as a potential claimant, or witness, because of that person's opposition to any practice made an unlawful employment practice under Title VII or because that person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding or hearing under Title VII.

4. USIS, Professional Services Division, Inc. shall not divulge, directly or indirectly, to any identifiable employer or potential employer of Angel Butterbaugh, Cindy Douglas, Kristina Starr, and any individual identified or named during the EEOC's investigation into the charges filed by Ms. Butterbaugh, Ms. Douglas, and Ms. Starr as a claimant, potential claimant, or witness, any of the facts or circumstances related to the claims of discrimination against USIS, Professional Services Division, Inc. in this case or any of the events relating to their participation in the EEOC's investigation or in the litigation of this action.

5. Nothing in this Consent Decree, either by inclusion or exclusion, shall be construed to limit the obligations of USIS, Professional Services Division, Inc. under Title VII or the EEOC's authority to process or litigate any charge of discrimination now pending, if any, or filed in the future against USIS, Professional Services Division, Inc., provided, however, that this Consent Decree shall fully and finally resolve and shall operate as a bar to any further litigation arising out of all claims raised by the EEOC in its Complaint in Civil Action No. 3:06-cv-209-KRG-KAP

Monetary Relief

6. USIS, Professional Services Division, Inc. agrees to pay monetary relief in the amount of One Hundred Fifteen Thousand Two Hundred Fifty Dollars and No Cents (\$115,250.00) to Angel Butterbaugh in full settlement of the claims raised on her behalf against USIS, Professional Services Division, Inc. in the EEOC's Complaint. Payment will be made in the following manner:

- a. A check made payable to "Angel Butterbaugh" in the amount of

\$60,937.92 which represents compensation for physical injuries and damages related thereto. No Form W-2 or Form 1099 will be issued with respect to this amount;

b. A check made payable to "Angel Butterbaugh" in the amount of \$4,033.75, less lawful deductions. A Form W-2 will be issued for this amount to constitute settlement of back pay for wages unpaid in 2005 from which deductions will be made for federal and state income taxes.

c. A check made payable to "Butterbaugh" in the amount of \$4,033.75 to settle Butterbaugh's claims for compensatory damages not related to her physical injuries and which are not wages. A Form 1099 will be issued for this amount;

d. A check made payable to "Helen R. Kotler, Esq." in the amount of \$46,244.58 for fees and costs of which costs are \$144.58. A Form 1099 will be issued for this amount.

e. USIS, Professional Services Division, Inc. will issue the checks in the manner and amount specified above within twenty (20) days of: (i) receipt of the Release attached as Exhibit 1; (ii) the Court's entry of the Consent Decree; and (iii) receipt of notice that the above-referenced monetary settlement has been approved by the United States Bankruptcy Court for the Western District of Pennsylvania captioned as Scott L. Douglas and Cindy L. Douglas, Debtors', and docketed at Bankruptcy Case No. 07-70254-JAD, whichever occurs later. If USIS, Professional Services Division, Inc. does not make payment in the manner set forth in this Paragraph, the Court will enter a judgment for the entire amount remaining due, plus attorneys fees, costs, and interest paid at the legal rate, compounded daily. The check will be mailed to Ms. Butterbaugh at an address to be provided by the EEOC. If there are any changes in address, the EEOC will provide notice by certified mail to counsel for USIS, Professional Services Division, Inc. USIS, Professional Services

Division, Inc. will mail a copy of each check, within five business days of mailing it to Ms. Butterbaugh, to the attention of Mary M. Tiernan, Senior Trial Attorney, EEOC, 801 Market Street, Suite 1300, Philadelphia, PA 19107-3127.

f. The EEOC acknowledges that Ms. Butterbaugh and USIS, Professional Services Division, Inc. have executed a Settlement Agreement and General Release (“Settlement Agreement and General Release”), which provides for the payment to Ms. Butterbaugh of One Hundred Fifteen Thousand Two Hundred Fifty Dollars and No Cents (\$115,250.00). The EEOC and Ms. Butterbaugh acknowledge and understand that the payment referenced in this Consent Decree and the payment referenced in the Settlement Agreement and General Release are one and the same and that the total monetary consideration to be paid by USIS, Professional Services Division, Inc. to Ms. Butterbaugh under both this Consent Decree and the Settlement Agreement and General Release shall be One Hundred Fifteen Thousand Two Hundred Fifty Dollars and No Cents (\$115,250.00).

7. USIS, Professional Services Division, Inc. agrees to pay monetary relief in the amount of One Hundred Fifteen Thousand Two Hundred Fifty Dollars and No Cents (\$115,250.00) to Cindy Douglas in full settlement of the claims raised on her behalf against USIS, Professional Services Division, Inc. in the EEOC’s Complaint. Payment will be made in the following manner:

a. A check made payable to “Cindy Douglas” in the amount of \$60,934.20 which represents compensation for physical injuries and damages related thereto. No Form W-2 or Form 1099 will be issued with respect to this amount.

b. A check made payable to “Cindy Douglas” in the amount of \$4,033.75 less lawful deductions. A Form W-2 will be issued for this amount to constitute settlement of back pay for wages unpaid in 2005 from which deductions will be made for federal and state income

taxes.

c. A check made payable to "Douglas" in the amount of \$4,033.75 to settle Douglas's claims for compensatory damages not related to her physical injuries and which are not wages. A Form 1099 will be issued for this amount.

d. A check made payable to "Helen R. Kotler, Esq." in the amount of \$46,248.30 for fees and costs of which costs are \$148.30. A Form 1099 will be issued for this amount.

e. USIS, Professional Services Division, Inc. will issue the checks in the manner and amount specified above within twenty (20) days of: (i) receipt of the Release attached as Exhibit 1; (ii) the Court's entry of the Consent Decree; and (iii) receipt of notice that the above-referenced monetary settlement has been approved by the United States Bankruptcy Court for the Western District of Pennsylvania captioned as Scott L. Douglas and Cindy L. Douglas, Debtors', and docketed at Bankruptcy Case No. 07-70254-JAD, whichever occurs later. If USIS, Professional Services Division, Inc. does not make payment in the manner set forth in this Paragraph, the Court will enter a judgment for the entire amount remaining due, plus attorneys fees, costs, and interest paid at the legal rate, compounded daily. The check will be mailed to Ms. Douglas at an address to be provided by EEOC. If there are any changes in address, the EEOC will provide notice by certified mail to counsel for USIS, Professional Services Division, Inc. USIS, Professional Services Division, Inc. will mail a copy of each check, within five business days of mailing it to Ms. Douglas, to the attention of Mary M. Tiernan, Senior Trial Attorney, EEOC, 801 Market Street, Suite 1300, Philadelphia, PA 19107-3127.

f. The EEOC acknowledges that Ms. Douglas and USIS, Professional Services Division, Inc. have executed a Settlement Agreement and General Release ("Settlement



Agreement and General Release”), which provides for the payment to Ms. Douglas of One Hundred Fifteen Thousand Two Hundred Fifty Dollars and No Cents (\$115,250.00). The EEOC and Ms. Butterbaugh acknowledge and understand that the payment referenced in this Consent Decree and the payment referenced in the Settlement Agreement and General Release are one and the same and that the total monetary consideration to be paid by USIS, Professional Services Division, Inc. to Ms. Douglas under both this Consent Decree and the Settlement Agreement and General Release shall be One Hundred Fifteen Thousand Two Hundred Fifty Dollars and No Cents (\$115,250.00).

8. USIS, Professional Services Division, Inc. agrees to pay monetary relief in the amount of One Hundred Twenty Nine Thousand Five Hundred Fifty Dollars and No Cents (\$129,500.00) to Kristina Starr in full settlement of the claims raised on her behalf against USIS, Professional Services Division, Inc. in the EEOC’s Complaint. Payment will be made in the following manner:

a. A check made payable to "Kristina Starr" in the amount of \$68,504.98 which represents compensation for physical injuries and damages related thereto. No Form W-2 or Form 1099 will be issued with respect to this amount.

b. A check made payable to "Kristina Starr" in the amount of \$4,532.50 less lawful deductions. A Form W-2 will be issued for this amount to constitute settlement of back pay for wages unpaid in 2005 from which deductions will be made for federal and state income taxes.

c. A check made payable to Kristina "Starr" in the amount of \$4,532.50 to settle Starr's claims for compensatory damages not related to her physical injuries and which are not wages. A Form 1099 will be issued for this amount.

d. A check made payable to "Helen R. Kotler, Esq." in the amount of \$51,930.02 for fees and costs of which costs are \$130.02. A Form 1099 will be issued for this

amount.

e. USIS, Professional Services Division, Inc. will issue the checks in the manner and amount specified above within twenty (20) days of: (i) receipt of the Release attached as Exhibit 1; (ii) the Court's entry of the Consent Decree; and (iii) receipt of notice that the above-referenced monetary settlement has been approved by the United States Bankruptcy Court for the Western District of Pennsylvania captioned as Scott L. Douglas and Cindy L. Douglas, Debtors', and docketed at Bankruptcy Case No. 07-70254-JAD, whichever occurs later. If USIS, Professional Services Division, Inc. does not make payment in the manner set forth in this Paragraph, the Court will enter a judgment for the entire amount remaining due, plus attorneys fees, costs, and interest paid at the legal rate, compounded daily. The check will be mailed to Ms. Starr at an address to be provided by the EEOC. If there are any changes in address, the EEOC will provide notice by certified mail to counsel for USIS, Professional Services Division, Inc. USIS, Professional Services Division, Inc. will mail a copy of each check, within five business days of mailing it to Ms. Starr, to the attention of Mary M. Tiernan, Senior Trial Attorney, EEOC, 801 Market Street, Suite 1300, Philadelphia, PA 19107-3127.

f. The EEOC acknowledges that Ms. Starr and USIS, Professional Services Division, Inc. have executed a Settlement Agreement and General Release ("Settlement Agreement and General Release"), which provides for the payment to Ms. Starr of One Hundred Twenty Nine Thousand Five Hundred Fifty Dollars and No Cents (\$129,500.00). The EEOC and Ms. Starr acknowledge and understand that the payment referenced in this Consent Decree and the payment referenced in the Settlement Agreement and General Release are one and the same and that the total monetary consideration to be paid by USIS, Professional Services Division, Inc. to Ms. Starr under both this Consent Decree and the Settlement Agreement and General Release shall be

One Hundred Twenty Nine Thousand Five Hundred Fifty Dollars and No Cents (\$129,500.00).

Mailing of Notice

9. Within 20 business days after entry of this Consent Decree, USIS, Professional Services Division, Inc. shall mail to all of its former employees who were employed on June 15, 2007 at the government-operated facility in Altoona, Pennsylvania one copy – identical in size and content - of the Notice attached as Exhibit 2 to this Consent Decree. Such mailing will be sent to such former employees' last known address. USIS, Professional Services Division, Inc. shall mail to the EEOC a listing of the names of former employees and their addresses to whom USIS, Professional Services Division, Inc. sent a copy of the Notice , to the attention of Mary M. Tiernan, Senior Trial Attorney, EEOC, 801 Market Street, Suite 1300, Philadelphia, PA 19107-3127.

Non-Discrimination and Anti-Harassment Policies and Complaint Procedures

10. USIS, Professional Services Division, Inc.'s policy or policies against discrimination, harassment and retaliation and complaint procedures shall be drafted in plain and simple language, and be available in English. USIS, Professional Services Division, Inc. shall ensure that its policy or policies against discrimination, harassment and retaliation and related complaint procedures meet the following minimum criteria:

a. state that USIS, Professional Services Division, Inc.: (i) prohibits discrimination against employees on the basis of sex, race, national origin, religion and color, and prohibits retaliation in violation of Title VII; (ii) prohibits retaliation against employees for opposing employment practices the employees reasonably believe are discriminatory or for participating in an investigation by the EEOC or a state or local governmental agency of a charge of discrimination under Title VII; (iii) prohibits any act, policy or practice that has the effect of harassing or intimidating any employee on the basis of sex, race, national origin, religion or color in violation of Title VII; and (iv)

prohibits any act, policy or practice that has the effect of creating, facilitating or permitting the existence of a work environment that is hostile to employees through acts such as physical/verbal abuse and derogatory comments based on sex, race, national origin, religion or color in violation of Title VII;

b. include a complaint procedure designed to encourage employees to come forward with complaints regarding violations of its policy or policies against discrimination, harassment and retaliation, which shall meet the following minimum criteria: (i) provide effective mechanism(s) for reporting incidents of discrimination, harassment and retaliation; (ii) provide that the complaints of discrimination, harassment and/or retaliation can be made either in writing or verbally; (iii) identify employees to whom an employee can make a complaint; (iv) provide a toll free number that will be available for employees to call to make a complaint of discrimination, harassment or retaliation during work hours or to leave a message after work hours; (v) encourage prompt reporting by employees; and (vi) provide assurances that complainants shall not be subjected to retaliation;

c. provide for prompt investigation of complaints of harassment and/or retaliation;

d. provide for prompt communication to the complaining party of the results of the investigation and any remedial actions taken or proposed; and

e. provide for discipline up to and including discharge of an employee or supervisor who violates USIS, Professional Services Division, Inc.'s policy or policies against discrimination, harassment and retaliation, and for increasingly severe discipline of repeat offenders.

11. USIS, Professional Services Division, Inc. shall continue its practice of distributing to all of its employees, either electronically or in hard-copy, its policy or policies against discrimination, harassment and retaliation. Acknowledgment of receipt forms for such policies will be made available in English. Prospectively from the date of this Consent Decree, USIS, Professional Services Division,



Inc. will retain copies of any acknowledgment of receipt form for an employee in the employee's personnel file.

#### Supervisor Accountability

12. USIS, Professional Services Division, Inc. shall promote supervisor accountability by the following conduct:

a. disciplining, up to and including discharge, any supervisor or manager who violates USIS, Professional Services Division, Inc.'s policy or policies against discrimination, harassment and retaliation;

b. imposing on all managers and supervisory personnel a duty to administer their work areas to ensure compliance with USIS, Professional Services Division, Inc.'s policy or policies against discrimination, harassment and retaliation; and

c. requiring all managers and supervisors to report any pattern of behavior and/or complaint of harassment and/or retaliation of which they become aware to the Corporate Office.

#### Dispute Resolution

13. In the event either party to this Consent 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

14. Each party to this Consent Decree shall bear its own expenses, costs and attorneys' fees.

15. The terms of this Consent Decree are and shall be binding upon the present and future representatives, agents, directors, officers, successors and assigns of USIS, Professional Services Division, Inc. in their capacities as representatives, agents, directors and officers of USIS, Professional Services Division, Inc., 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.

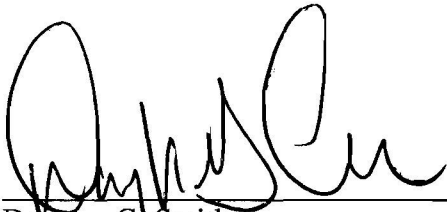
16. This Consent Decree shall fully and finally resolve all claims which were raised by the EEOC in its Complaint in Civil Action No. 3:06-cv-209-KRG-KAP.

17. This Consent Decree shall be filed in the United States District Court for the Western District of Pennsylvania and shall continue in effect for three 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 three-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.

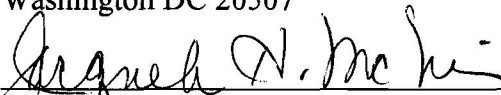
18. The Clerk of the District Court is hereby directed to send a file-stamped copy of this Consent Decree to counsel of record.

RONALD S. COOPER  
General Counsel  
JAMES L. LEE  
Deputy General Counsel

GWENDOLYN YOUNG REAMS  
Associate General Counsel  
U.S. EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION  
1801 L Street, NW  
Washington DC 20507



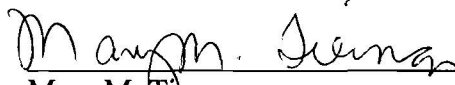
Douglas G. Smith  
Jackson Lewis, LLP  
One PPG Place, 28<sup>th</sup> Floor  
Pittsburgh, PA 15222  
(412) 232-0404



Jacqueline H. McNair  
Regional Attorney  
EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION



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Supervisory Trial Attorney  
EQUAL EMPLOYMENT OPPORTUNITY  
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Senior Trial Attorney  
EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION  
Philadelphia District Office  
21 S. 5th Street, Suite 400  
Philadelphia, PA 19106  
(215) 440-2828

Attorneys for Plaintiff  
Equal Employment Opportunity Commission

SO ORDERED:

By the Court:   
UNITED STATES DISTRICT JUDGE

Date: November 28, 2007

**EXHIBIT 1**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

EQUAL EMPLOYMENT	)	
OPPORTUNITY COMMISSION,	)	
	)	
Plaintiff,	)	
and	)	
	)	
ANGEL BUTTERBAUGH,	)	
CINDY DOUGLAS, and	)	
KRISTINA STARR,	)	
Plaintiff Intervenors,	)	
	)	Civil Action No.: 3:06-cv-209-KRG-KAP
v.	)	
	)	
USIS, PROFESSIONAL SERVICES	)	
DIVISION, INC.,	)	
	)	
Defendant.	)	
	)	

**RELEASE**

I, Angel Butterbaugh, for the consideration for the payment of One Hundred Fifteen Thousand Two Hundred Fifty Dollars and No Cents (\$115,250.00) to be made to me by USIS, Professional Services Division, Inc., as set forth in the Consent Decree entered into by the Equal Employment Opportunity Commission (“EEOC”) and USIS, Professional Services Division, Inc. in Civil Action Number 3:06-cv-209-KRG-KAP, do hereby waive, remit, release and forever discharge Defendant USIS, Professional Services Division, Inc., its directors, officers, agents, employees, representatives, successors and assigns from any and all claims of sexual harassment, retaliation, and termination based on retaliation, arising under Title VII of the Civil Rights Act of 1964 that I had against prior to the date of this release and that were included in the claims alleged in the

EEOC's complaint in EEOC v. USIS, Professional Services Division, Inc. in Civil Action Number 3:06-cv-209-KRG-KAP.

This Release is freely executed in return for the good and valuable consideration set forth in the above-referenced Consent Decree. I acknowledge that I have been provided a reasonable time to read and consider this Release. I acknowledge that I have been advised of my right to private counsel. I am legally competent to execute this Release and accept full responsibility thereof.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

Sworn to and Subscribed  
Before me this    day  
of           , 2007

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**EXHIBIT 1**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

EQUAL EMPLOYMENT	)	
OPPORTUNITY COMMISSION,	)	
	)	
Plaintiff,	)	
and	)	
	)	
ANGEL BUTTERBAUGH,	)	
CINDY DOUGLAS, and	)	
KRISTINA STARR,	)	
Plaintiff Intervenors,	)	
	)	Civil Action No.: 3:06-cv-209-KRG-KAP
v.	)	
	)	
USIS, PROFESSIONAL SERVICES	)	
DIVISION, INC.,	)	
	)	
Defendant.	)	
	)	

**RELEASE**

I, Cindy Douglas, for the consideration for the payment of One Hundred Fifteen Thousand Two Hundred Fifty Dollars and No Cents (\$115,250.00) to be made to me by USIS, Professional Services Division, Inc., as set forth in the Consent Decree entered into by the Equal Employment Opportunity Commission (“EEOC”) and USIS, Professional Services Division, Inc. in Civil Action Number 3:06-cv-209-KRG-KAP, do hereby waive, remit, release and forever discharge Defendant USIS, Professional Services Division, Inc., its directors, officers, agents, employees, representatives, successors and assigns from any and all claims of sexual harassment, retaliation, and termination based on retaliation, arising under Title VII of the Civil Rights Act of 1964 that I had against prior to the date of this release and that were included in the claims alleged in the EEOC’s complaint in



EEOC v. USIS, Professional Services Division, Inc. in Civil Action Number 3:06-cv-209-KRG-KAP.

This Release is freely executed in return for the good and valuable consideration set forth in the above-referenced Consent Decree. I acknowledge that I have been provided a reasonable time to read and consider this Release. I acknowledge that I have been advised of my right to private counsel. I am legally competent to execute this Release and accept full responsibility thereof.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

Sworn to and Subscribed  
Before me this    day  
of               , 2007

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**EXHIBIT 1**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

EQUAL EMPLOYMENT	)	
OPPORTUNITY COMMISSION,	)	
	)	
Plaintiff,	)	
and	)	
	)	
ANGEL BUTTERBAUGH,	)	
CINDY DOUGLAS, and	)	
KRISTINA STARR,	)	
Plaintiff Intervenors,	)	
	)	Civil Action No.: 3:06-cv-209-KRG-KAP
v.	)	
	)	
USIS, PROFESSIONAL SERVICES	)	
DIVISION, INC.,	)	
	)	
Defendant.	)	
	)	

**RELEASE**

I, Kristina Starr, for the consideration for the payment of One Hundred Twenty Nine Thousand Five Hundred Fifty Dollars and No Cents (\$129,500.00) to be made to me by USIS, Professional Services Division, Inc., as set forth in the Consent Decree entered into by the Equal Employment Opportunity Commission (“EEOC”) and USIS, Professional Services Division, Inc. in Civil Action Number 3:06-cv-209-KRG-KAP, do hereby waive, remit, release and forever discharge Defendant USIS, Professional Services Division, Inc., its directors, officers, agents, employees, representatives, successors and assigns from any and all claims of sexual harassment, retaliation, and termination based on retaliation, arising under Title VII of the Civil Rights Act of 1964 that I had against prior to the date of this release and that were included in the claims alleged in the



EEOC's complaint in EEOC v. USIS, Professional Services Division, Inc. in Civil Action Number 3:06-cv-209-KRG-KAP.

This Release is freely executed in return for the good and valuable consideration set forth in the above-referenced Consent Decree. I acknowledge that I have been provided a reasonable time to read and consider this Release. I acknowledge that I have been advised of my right to private counsel. I am legally competent to execute this Release and accept full responsibility thereof.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

Sworn to and Subscribed  
Before me this    day  
of            , 2007

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**EXHIBIT 2**

**NOTICE TO FORMER USIS, PROFESSIONAL SERVICES DIVISION, INC. EMPLOYEES**

This Notice is mailed pursuant to a Consent Decree entered by the federal court for the Western District of Pennsylvania in EEOC v. U.S. Investigations Services, Inc., Civil Action Number 3:06-cv-209-KRG-KAP, resolving a lawsuit filed by the Equal Employment Opportunity Commission ("EEOC") against USIS, Professional Services Division, Inc.

Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., as amended ("Title VII"), prohibits discrimination against employees and applicants for employment based upon sex, race, national origin, color or religion. Title VII further prohibits retaliation against employees or applicants who avail themselves of the rights under Title VII 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 Title VII.

In its lawsuit, the EEOC alleged that three female employees were sexually harassed by a government employee who worked at a government-operated facility in Altoona, Pennsylvania, in violation of Title VII of the Civil Rights Act of 1964 ("Title VII"). The Commission further alleged that these three employees were terminated in retaliation for their complaint about the unlawful harassment. USIS, Professional Services Division, Inc. denied these allegations.

To resolve the case, USIS, Professional Services Division, Inc. and the EEOC have entered into a Consent Decree which provided, among other things, that: (1) USIS, Professional Services Division, Inc. pay monetary relief; (2) USIS, Professional Services Division, Inc. not discriminate on the basis of sex; and (3) USIS, Professional Services Division, Inc. not retaliate against any person because she or he opposed any practice made unlawful by Title VII, filed a Title VII charge of discrimination, participated in any Title VII proceeding, or asserted any rights under the Consent Decree.

If you believe you have been discriminated against, you may contact the EEOC at (412) 644-3444. The EEOC charges no fees and has employees who speak languages other than English.

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 19107-3127.

\_\_\_\_\_  
U.S. Equal Employment Opportunity  
Commission  
DATED: \_\_\_\_\_

\_\_\_\_\_  
USIS, Professional Services Division, Inc.  
DATED: \_\_\_\_\_