

STATE OF INDIANA  
CIVIL RIGHTS COMMISSION

DOCKET NO. EMre05090464  
EEOC NO. 24FA500379

TWANNA JOHNSON,  
Complainant,

**FILE DATED**

v.

JUL 25 2008

FALL CREEK DENISTRY, P.C.,  
Respondent.

Indiana State Civil Rights Commission

**CONSENT AGREEMENT**

This Agreement between Twanna Johnson (hereinafter called "Complainant") and Respondent, Fall Creek Dentistry, P.C. (hereinafter called "Respondent"), is hereby entered into in full settlement of the complaint filed by Complainant with the Indiana Civil Rights Commission (hereinafter called "the Commission") as Docket No. EMre05090464, and charge filed with the U.S. Equal Employment Opportunity Commission (hereinafter called "the EEOC") under its Charge Number 24FA500379, charging Respondent with unlawful discrimination on the basis of religion in employment.

The parties agree to and do settle the above matter as follows:

1. Complainant and Respondent shall forego their right to a Public Hearing before the Commission and trial before the United States Federal Court system on the issues raised by Complainant's above-referenced complaint and charge. The parties agree to waive their right to a formal determination by the Commission on matters which were or might have been alleged as charges settled by this Agreement. Furthermore, neither the Commission nor the EEOC waives its right to process any other charges filed against Respondent.

2. Complainant hereby waives any and all claims to remedies except as herein provided and covenants not to sue Respondent with respect to the matters, actions or

circumstances which gave rise to the above-referenced complaint, subject to performance by Respondent of the promises and representations contained herein.

3. Complainant and Respondent agree that the Commission may review compliance with this Agreement.

4. The parties acknowledge that execution of this Agreement does not constitute any admission on the part of Respondent that it has violated any law or committed any wrongful acts, which the Respondent denies, nor does it constitute any less belief in the correctness of the complaint filed by Complainant. Such execution only represents the parties' desire to settle and conciliate this matter without the necessity and burdens of a Public Hearing.

5. Respondent agrees that there will be no discrimination or retaliation of any kind against Complainant because of the filing of this complaint with the Commission and charge with the EEOC.

6. Respondent agrees to pay Complainant and deposit with the Commission, as escrow agent, a check in the amount of Ten Thousand Dollars and No Cents (\$10,000.00), subject to all applicable and required withholdings, made payable to Twanna Johnson only, said amount representing full settlement of any and all damages at issue in relation to the above-referenced complaint and charge. Respondent is to submit such check on or before June 18, 2008. This payment shall be made pursuant to an IRS Form W-2. The Commission shall not release the check to Complainant until such time that all signatures required by this Agreement, including the signatures of the Commissioners, have been affixed to this Agreement.

7. Respondent agrees to purge Complainant's records of all references to the complaint and charge herein resolved, of the incidents and circumstances which gave rise thereto, and of any disciplinary action that was taken as a result thereof, provided however that

Respondent's counsel will be permitted to maintain all documents in counsel's file without regard for this provision. Respondent agrees that, in the event of any reference requests or inquiries by any third party, Respondent shall not include in any reply, written or verbal, any reference to the purged items or any general adverse references or evaluations of Complainant. Respondent further agrees to designate its official for purposes of a reference check. Respondent designates

Name Valerie Edley

Title Office Manager

Address Fall Creek Dentistry, 10106 Brooks School Road, Suite 500  
Fishers, Indiana 46037

Telephone (317) 348-4498

as Respondent's official to provide reference information to third parties. Respondent also agrees to provide Complainant with a neutral letter of reference, the terms of which are attached herein and incorporated by reference as Exhibit A.

8. Respondent represents that it is and shall be the continuing policy of Fall Creek Dentistry, P.C. to actively recruit, hire, and promote qualified employees without regard to the race, color, sex, disability, religion, ancestry or national origin of the individual. This policy of non-discrimination shall encompass all aspects of the employer-employee relationship, including hiring, job assignments, upgrading, promotion, transfer, selection for training, discipline, rates of pay, and all other employment benefits.

9. Respondent has, and/or shall post and maintain, on those bulletin boards normally used to disseminate employee information, a bold print statement on equal employment opportunity.

10. Respondent has, and/or shall include, in all of its employment handbooks distributed to its employees, a statement on non-discrimination. A copy of that provision is attached and incorporated herein by reference as Exhibit B.

11. Respondent agrees that it will inform all new hires that (a) they may be invited to periodically participate in management training seminars; (b) said training may be based upon principles utilized by MGE, Inc., and which were authored by L. Ron Hubbard, who also founded the Church of Scientology; and (c) attendance at such seminars is optional and not mandatory.

12. Respondent agrees to file bi-annual, written reports with the Commission over the next two (2) years concerning the (a) identities of employees terminated from employment by Respondent, including the reasons given and dates of termination; and (b) identities of employees attending any management training seminars offered by Respondent, as well as dates of attendance. The first such report shall be filed with the Commission on or about the six-month anniversary of the effective date of this Agreement.

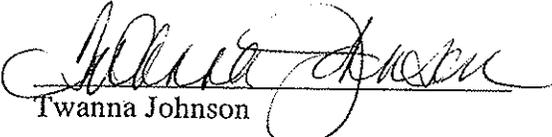
13. Complainant agrees to withdraw her complaint against Respondent pending before the Commission, and any other complaint, grievance or action of law regarding the issues herein resolved which she may have filed under Title VII of the Federal Civil Rights Act of 1964, as amended, or filed with the EEOC, or with any other tribunal having jurisdiction. Complainant agrees that this Agreement, when fully executed, shall constitute her request and motion for withdrawal of any such complaint, charge, grievance or action to any such tribunal or agency.

14. Each of the agreements and promises contained in this Agreement shall be binding upon, enforceable by, and shall inure to the benefit of, the heirs, executors, administrators, agents, assigns, and successors in interest to each of the Parties.

15. This Agreement and the Supplemental Settlement Agreement and General Release executed on or about the same date as this Agreement represent the entire agreement between the Parties and fully supersede any and all other prior agreements or understandings between the Parties pertaining to the subject matter of this Agreement.

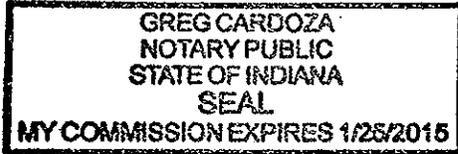
16. Complainant expressly agrees and acknowledges the following: (a) that she understands the terms and conditions of this Agreement; (b) that she has knowingly and voluntarily entered into this Agreement; (c) that she has been represented by counsel in connection with reviewing and entering into this Agreement; (d) that she has been given a reasonable period of time days to review and consider the original draft of this Agreement before signing this Agreement; and (e) that this Agreement, when signed by the Parties, is legally binding upon the Parties, as well as their heirs, assigns, executors, administrators, agents, and successors in interest.

COMPLAINANT:

  
Twanna Johnson

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Marion )

Before me, a Notary Public, in and for said County and State, personally appeared Twanna Johnson, and acknowledged the execution of the foregoing Consent Agreement, this 30<sup>th</sup> day of May, 2008.



[Signature]  
Signature of Notary Public  
Greg Cardoza  
Type or print name of Notary Public

County of Residence:  
HAMILTON

My Commission Expires:  
1/25/2015

RESPONDENT:

FALL CREEK DENTISTRY, P.C.  
By: [Signature]  
Its: President

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Hamilton )

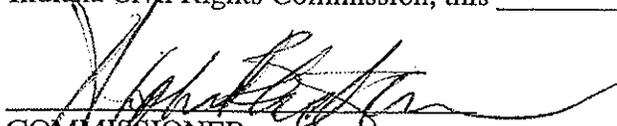
Before me, a Notary Public in and for said County and State, personally appeared Angela Greenan, the President of Fall Creek Dentistry, P.C., acknowledged the execution of the foregoing Consent Agreement, this 10 day of June, 2008.

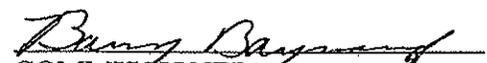
[Signature]  
Signature of Notary Public  
Paul Pacior  
Type or print name of Notary Public

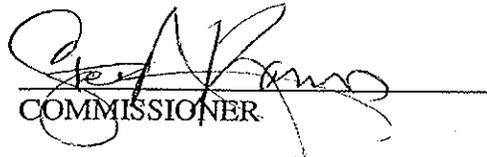
County of Residence:  
HAMILTON

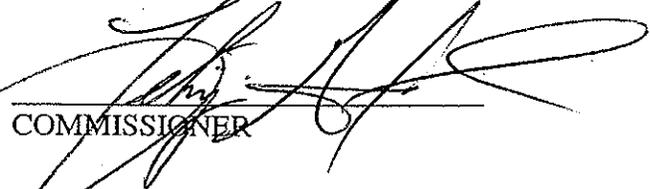
My Commission Expires:  
7-31-09

The foregoing Consent Agreement has been signed and entered as record before the Indiana Civil Rights Commission, this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

  
COMMISSIONER

  
COMMISSIONER

  
COMMISSIONER

  
COMMISSIONER

To be served either personally or by United States Mail, first class, postage pre-paid, upon the following parties and attorneys:

Twanna Johnson  
5017 Birmingham Drive  
Indianapolis, IN 46235

Fall Creek Dentistry, P.C.  
10106 Brooks School Road  
Fishers, IN 46038

BOSE McKINNEY & EVANS LLP  
By: Andrew M. McNeil, Esq.  
135 North Pennsylvania Street, Suite 2700  
Indianapolis, IN 46204

Michael C. Healy  
Staff Counsel  
Indiana Civil Rights Commission  
100 North Senate Avenue, Room N103  
Indianapolis, IN 46204

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To Whom It May Concern:

Twanna Johnson was employed by Fall Creek Dentistry, pc from March 2005 to August 1, 2005 as an expanded duties dental assistant.

Sincerely,

*Valerie Edley*

Valerie Edley, Office Manager

Dr. Stephanie Wright • Dr. Angela Greenaway

10106 Brooks School Rd., Ste. 500 • Fishers, IN 46037 • (317) 596-8000

*EXHIBIT A*



## **General Policy**

### **Non-Discrimination**

Fall Creek Dentistry, P.C. pledges to actively recruit, hire, and promote qualified employees without regard to the race, color, sex, disability, religion, ancestry or national origin of the individual.

This policy of non-discrimination shall encompass all aspects of the employer-employee relationship, including hiring, job assignments, upgrading, promotion, transfer, selection for training, discipline, rates of pay, and all other employment benefits.

**Dr. Stephanie Wright • Dr. Angela Greenaway**

10106 Brooks School Rd., Ste. 500 • Fishers, IN 46037 • (317) 596-8000

*EXHIBIT B*