

IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY

<p>ROBYN L. MEEKS, on Behalf of Herself and Other Similarly Situated,</p> <p>Plaintiff,</p> <p>v.</p> <p>ALLEN MEMORIAL HOSPITAL CORPORATION,</p> <p>Defendant.</p>	<p>No. LACV114860</p> <p>CONSENT DECREE</p> <p>2012 JAN 17 PM 2:07</p> <p>CLERK OF DISTRICT COURT BLACK HAWK COUNTY IOWA</p>
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I. INTRODUCTION

This Consent Decree is made and entered into by and among the Plaintiffs and Plaintiffs' Class in *Meeks, et al. v. Allen Memorial Hospital* (Defendant, "Allen," or the "Hospital") for the purpose of fully and finally resolving this litigation.

The Meeks Litigation

On December 16, 2010, Plaintiffs filed a class action complaint captioned *Meeks, et al. v. Allen Memorial Hospital*, under the Iowa Civil Rights Act (Iowa Code Ch. 216). The Complaint was filed on behalf of a putative class of African-American persons who applied for but were rejected for employment with Allen, who were passed over for promotional opportunities with Allen, or who were terminated from employment with Allen. The Complaint also included claims alleging that race discrimination occurred at Allen with respect to hiring, job assignment, promotion, compensation, training, and terms and conditions of employment.

In its Answer, the Hospital denied that it ever engaged in a pattern of race discrimination against African-American persons, whether collectively or individually, and the Hospital maintained that applicants for employment have at all times had equal employment opportunity

with respect to hiring and that Allen employees have been treated fairly and equally with respect to promotional opportunities, terms and conditions of employment, and discipline and discharge.

II. JURISDICTION

A. The Court has jurisdiction over the parties and subject matter of the Meeks Litigation. The claims asserted in the Petition, if proven, would authorize the Court to grant the equitable and monetary relief set forth in this Decree. Venue is proper. The Court shall maintain jurisdiction of this action for the Duration of the Decree solely for the purpose of entering all orders authorized under this Decree which may be necessary to implement the relief provided by this Decree.

B. This Decree resolves all claims alleged in the Petition filed in the Meeks Litigation. This Decree constitutes a complete resolution of all claims of discrimination against African-Americans arising from conduct occurring from November 25, 2008 through the Preliminary Approval with respect to hiring, compensation, promotion and advancement, training, termination and other terms and conditions of employment under the Iowa Civil Rights Act that were alleged or could have been alleged by the Complainants.

III. DEFINITIONS

A. "African-American" means all persons having origins in any of the black racial groups of Africa.

B. "Applicant" means an African-American individual who Applied for employment at Allen Memorial Hospital on or after November 25, 2008.

C. "Applied" means that an individual expressed interest in obtaining a job with Allen by submitting a resume or application for employment electronically.

- D. "Approval Date" means the date upon which the Court signs this Decree, after determining that it is fair, adequate and reasonable to the Class as a whole, after (i) notice; (ii) an opportunity to opt-out of the Settlement Class with respect to the monetary relief; (iii) an opportunity to submit timely objections to the Decree; and (iv) a hearing on the fairness of the settlement.
- E. "Meeks Action" and "Meeks Litigation" means *Meeks, et al, v. Allen Memorial Hospital Corporation*, Iowa D.C., Black Hawk County, No. LACV114860.
- F. "Meeks Plaintiffs" or "Plaintiffs" means Robyn L. Meeks and any and all persons claiming through her.
- G. "Claim Package" means claim forms and relief. The Claim Package shall consist of the form attached as Exhibits A(1) and (2) as approved or modified by the Court in the preliminary approval order.
- H. "Claims Judge" means Judge Todd Geer of the Iowa District Court for Black Hawk County.
- I. "Class Administrators" and "Claims Administrators" each mean Steve Sesterhenn and Quenton Hart.
- J. "Class Claims" means all claims covered by this Consent Decree.
- K. "Class Counsel" means Roxanne Conlin and Tom Duff and their firms.
- L. "Class Representatives" means Robyn L. Meeks.
- M. "Settlement Class Members" and "Class" and "Class Members" each mean those persons described in Section IV, below.
- N. "Court" means the Iowa District Court for Black Hawk County.

O. "Eligible Claimants" means all African American Applicants, Internal Applicants, Employees and Terminated Employees who do not opt-out of the Settlement Class and whose complete claim forms are timely received by the Claims Administrators.

P. "Final Approval" means: (a) entry of this Decree, provided that no timely objections to the overall fairness, adequacy or reasonableness of the settlement, not sustained or resolved by the Court, are presented to the Court pursuant to Section X.B; (b) in the event of a timely objection to the overall fairness, adequacy or reasonableness of the settlement, then the earliest of: (i) expiration of the time for filing a direct appeal from the Court's approval of the decree without the filing of a notice of appeal; (ii) if an appeal is filed, the final resolution of the appeal resulting in final judicial approval of the Decree; or (iii) a negotiated resolution of the objection resulting in final judicial approval of the Decree.

Q. "Final Approval Date" is the date upon which Final Approval of this Decree is attained, as set forth in Paragraph 16 above.

R. "Internal Applicant" is an African-American employee who was employed at Allen Hospital and who applied for a promotion on or after November 25, 2008.

S. "External Applicant" is an African American individual who actually submitted an application for employment with Allen Memorial Hospital between November 25, 2008 and the Final Approval Date.

T. "Liability Period" means the period between November 25, 2008 and the Final Approval Date.

U. "Preliminary Approval Date" means the date upon which the Court enters an Order preliminarily approving this Decree, pending notice, setting an opportunity for opt-out of the Class or to submit objections to the Decree, and scheduling a fairness hearing thereon.

V. "Release" means the Release of Claims as provided for herein.

W. "Settlement Fund" means the amount to be paid by Allen under this Decree.

X. "Term of the Decree," "Period of the Decree" or "Duration of the Decree" is the period from the Approval Date until the expiration of the Decree, as described in Section XV below.

Y. "Terminated Employee" is an African-American who was formerly employed by Allen and terminated on or after November 25, 2008.

Z. "Allen" or "the Hospital" means Allen Memorial Hospital, as well as each of its parents, subsidiaries, affiliates, officers, directors, agents, management, successors and assigns and those in active concert or participation with them, or any of them. Any time or place the terms "Allen" or "the Hospital" appears herein as relates to any duty or obligation, such terms of this Decree only apply to and are strictly limited to Allen.

IV. SETTLEMENT CLASS

A. For purposes of monetary relief provided in this Decree, the Settlement Class consists of, pursuant to the Iowa Rules of Civil Procedure, all:

1. African American Applicants who Applied for employment at any time on or after November 25, 2008 through the Preliminary Approval Date and were denied the same;
2. African American Internal Applicants who Applied for any lateral or promotional opportunity on or after November 25, 2008 and who were denied the same; and
3. All African-Americans employed at Allen from November 25, 2008 through the Preliminary Approval Date who were allegedly harassed or discriminated against in any way, disciplined, terminated, or constructively discharged.

B. For purposes of the equitable relief provided in this Decree, the Settlement Class is, pursuant to the Iowa Rules of Civil Procedure:

1. All African American Applicants who Applied for employment with Allen on or after November 25, 2008 and were denied the same;
2. All African American Internal Applicants who Applied for any lateral or promotional opportunity on or after November 25, 2008 and who were denied the same; and
3. All African-American Internal Applicants employed at Allen from November 25, 2008 through the Preliminary Approval Date who were disciplined, terminated, or constructively discharged.

C. In the event the Final Approval of this Decree is not attained, nothing in this Decree shall be deemed to waive Allen's objections and defenses to class certification, liability or entitlement to monetary or equitable relief, or any other issue, and this Decree shall not be admissible or citable in any court regarding the propriety of class certification or any other issue or subject.

V. RELEASE OF CLAIMS

A. Release of Claims by the Settlement Class. Upon Final Approval of the Decree, Allen and its directors, officers, managers, agents, employees, attorneys, insurers, pension, profit sharing, savings and other employee benefit plans of whatsoever nature, as well as those plan trustees and administrators, and for each of the foregoing their respective successors and assigns shall be fully and forever discharged from any and all individual and/or class-wide claims, demands, charges, complaints, rights and causes of action of any kind, known or unknown, by the Plaintiffs, Class Representatives, the Settlement Class and by each member of the Settlement Class including their heirs and assigns and estates, whether seeking monetary and/or equitable

relief of any sort, which arise out of or are related to conduct within the Liability Period consisting of alleged discrimination or retaliation based on race and/or color and/or any alleged violation of the Iowa Civil Rights Act or similar law or any other federal, state or local law or order prohibiting discrimination and/or retaliation based on race and/or color, whether statutory, regulatory, pursuant to local ordinances or at common law which was or could have been asserted in the Meeks Litigation. This Release is final and shall survive the expiration of the Term of this Decree.

B. Release of Claims by Class Representative. Upon Final Approval of the Decree, for and in consideration of the mutual promises, terms and conditions set forth herein, the sufficiency of which consideration is expressly acknowledged, Allen and its directors, officers, managers, agents, employees, attorneys, insurers, pension, profit sharing, savings and other employee benefits plans of whatsoever nature, as well as those plans' trustees and administrators, and for each of the foregoing, their respective successors and assigns, shall be fully released and forever discharged by the Class Representatives, including their heirs, assigns and estates from any and all claims, demands, charges, complaints, rights actions, causes of actions, suits, demands, damages, liabilities, assessments, judgments, costs, losses, debts, obligations and expenses, of any and every kind, known or unknown, that they have had, now have or may have from the beginning of time to the Preliminary Approval Date, including, but not limited to, those arising in any way out of the alleged facts, circumstances and occurrences underlying those allegations of violations of Title VII and/or Section 1981 that were asserted or might have been asserted by or on behalf of Plaintiffs and/or the Class Representatives against Allen either in the Complaints filed, or in any and all charges of discrimination filed against Allen or any other allegedly illegal, unlawful or tortuous actions by Allen. The sole exception to the foregoing is

that this Release does not include workers' compensation claims, if any, of the Class Representative and/or Plaintiffs. This Release is final and shall survive the expiration of the Term of the Decree. This Release does not apply to those individuals who opt-out of the settlement.

C. No Bar to Future Claims. Nothing in this Decree shall be construed to bar any claims of the Settlement Class, Plaintiffs and/or Class Representatives based on or arising out of events occurring after the Preliminary Approval Date.

VI. MISCELLANEOUS PROVISIONS

A. No Admission of Liability. This Decree does not constitute and shall not be deemed to be a finding or determination by the Court, nor an admission by any party, regarding the merits, validity or accuracy of any of the allegations, claims or defenses. This Decree represents the compromise of disputed claims that the parties recognize would require protracted and costly litigation to determine. Allen in its Answer denies that it has engaged in any policy or pattern of practice of unlawful discrimination, or that it has engaged in any other unlawful conduct. Allen's entry into this Decree is not and may not be used by any person or entity in any proceeding as an admission or evidence that Allen and/or its employees, managers, and/or attorneys have on any occasion engaged in discriminatory employment practices or any other unlawful conduct, such being expressly denied. Allen has voluntarily entered into this Decree. Neither the Decree nor any compliance reports, filings, data, or other compliance information arising out of or related to the Decree shall be discoverable, admissible or used as evidence of liability or non-liability for unlawful discrimination in any proceeding other than one relating to the enforcement of this Decree.

B. Allen's Mission and Intent. In addition to denying that this Decree constitutes any sort of an admission of liability on the part of Allen, Allen also affirmatively states that it is entering into this Decree not only to avoid the uncertainty and cost of litigation, but, because the African-American community of Black Hawk County is a community to which Allen has traditionally dedicated itself and its services, this Decree represents an attempt to reach out to the African-American community. Allen believes that, were this Decree not entered into, the Meeks Litigation would serve to detrimentally impact Allen's relationship with the African-American community and other minority communities. Allen sees this Decree as an opportunity to strengthen its bonds with the minority communities of Black Hawk County and throughout the region.

C. Duty to Support and Defend the Decree. Plaintiffs, Class Representatives, Class Counsel and Allen each agree to abide by the terms of this decree in good faith and to support it fully, and each shall use their best efforts to defend the Decree from any legal challenge whether by appeal or collateral attack.

VII. ESTABLISHMENT OF SETTLEMENT FUND

A. Settlement Fund.

1. As of the Preliminary Approval Date, Allen shall cause to be established a Settlement Fund in the principal amount of \$2,000,000 (two million dollars) for the purpose of providing individual monetary awards to Class Representatives and Eligible Claimants in paying the portion of Plaintiffs' incurred attorneys' fees and settlement costs attributable to Class Claims. On Final Approval, the Settlement Fund shall be distributed by the Class Administrators to Eligible Claimants, Class Representatives and Class Counsel pursuant to the terms of this Decree. On Final Approval, the Settlement Fund, subject to the provisions of this Decree, shall

be transferred to the Class Administrators who shall be authorized to issue checks to Eligible Claimants, Class Representatives and Class Counsel.

2. The Settlement Fund will be distributed to Class Counsel, Class Representatives and Eligible Claimants as follows:

- a. Class Counsel will receive a total payment of \$666,600 for fees and costs incurred to date attributable to Class Claims and of such amount, \$330,300 shall be paid upon approval of the Consent Decree and the remainder shall be paid as the Consent Decree is administered;
- b. Robyn Meeks shall receive reinstatement, backpay, a reasonable amount for emotional distress and a payment of \$10,000 subject to tax treatment; and
- c. The remainder of the Settlement Fund will be distributed among the Class Representatives and Eligible Claimants subject to tax treatment pursuant to the claim valuation and determination process set forth in this Decree.
- d. To the extent any of the amount of the Settlement Fund remains after all claims, attorneys fees, court costs and Settlement Fund administration costs have been paid, the remainder of the Settlement Fund shall be donated to nonprofit enterprises mutually agreeable to the Class Counsel and Allen.

B. The Settlement Fund shall be distributed to Eligible Claimants pursuant to the procedures described in this Decree, provided that at least ten (10) Eligible Claimants and/or Class Representatives submit claims. In the event there are less than ten (10) Eligible Claimants, any funds remaining after payment to Eligible Claimants and for attorneys' fees and expenses shall be distributed pursuant to paragraph VII(A)(2)(d). Robyn Meeks shall receive reinstatement, back pay, a reasonable amount for her emotional distress and compensatory damages and a payment of \$10,000 to compensate her for her efforts as a Class Representative.

C. Allen shall not take any action to dissuade Eligible Claimants from filing a claim. If Class Counsel believes Allen took any action that adversely interfered with, deterred, or discouraged Eligible Claimants from filing a claim, they will notify Allen in writing of such actions.

D. There shall be one award per Eligible Claimant regardless of the number of applications, provided, however, that this provision does not preclude Robyn Meeks from also receiving reinstatement, back pay, emotional distress and compensatory damages and the \$10,000 payment provided for in section VII.A.2.b.

VIII. NOTICE AND CLAIMS PROCEDURE

A. On or within one day of the Preliminary Approval Date, Allen will transmit to the Class Counsel information regarding Internal Applicants, and employees and former employees during the Liability Period.

B. Mailed Notice to Class Members. Within ten (10) days of the Preliminary Approval Date, Allen will: (i) reasonably identify the most recent address for each Internal Applicant, employee and former employee by undertaking a search through the national change of address database; and (ii) conduct reasonable efforts to trade with Class Counsel the addresses of Internal Applicants, current employees and former employees. Allen will then mail to all known Internal Applicants, current employees and former Employees at their most recent address obtained through their best trace address via first class posted a 1) notice of settlement and 2) Claim Package.

1. Form of Notice to Class Members. The Claim Package to be sent to the Class Members shall be in the form attached hereto and approved (or modified) by the Court and is intended to include the following:

- a. a statement that there is a proposed settlement of the claims in the Meeks Action;
- b. a description of the Meeks Action and description of the terms of the settlement;

- c. a statement that the Court will hold a hearing at which time the Court will consider the fairness, adequacy and reasonableness of the proposed settlement;
- d. a statement that a Class Member may elect to opt-out of the monetary provisions of the proposed settlement;
- e. a statement that Class Members who do not opt-out may object by submitting written objections regarding the settlement and appearing at the fairness hearing;
- f. a statement on the outside of the envelope in a prominent manner as follows: Notice of Class Action Settlement With Allen Memorial Hospital – You May Be Entitled To Money Damages; and
- g. a claim form which includes a release and instructions.

2. Class Opt-Outs. In the event that there are ten (10) or more opt-outs, Allen may, within ten (10) business days after the Claims Administrators notify the parties of the total number of opt-outs and provides Allen with name, social security number and a copy of the opt-out request for each person, elect to nullify the settlement, in its totality or limited to the Class Claims. In such event, all subject releases will be considered null and void, the Decree is null and void and any Orders hereunder shall be vacated by the consent motion of the parties.

C. With regard to Applicants, because Allen cannot reasonably ascertain the names or whereabouts of external African-American Applicants from and after November 25, 2008, Allen shall cause to be published in the Waterloo Courier no less than three times and on KBBG FM radio station no less than twice daily for ten business days the following notice: "NOTICE TO AFRICAN AMERICANS WHO APPLIED FOR WORK AT ALLEN MEMORIAL HOSPITAL, OR WHO WORK THERE CURRENTLY, OR WHO WERE EMPLOYED AT ALLEN BETWEEN NOVEMBER 25, 2008 AND 1-17-12 If you believe you were discriminated against because of your race, you may be entitled to share in a settlement of claims of race discrimination and/or harassment. To find out, you need to contact the lawyers for the

class at 515-283-1111, tom@tdufflaw.com or roxlaw@aol.com. You must file your claim before 6-17-12 If you do not apply by then, you will not be eligible for any of the available money and you cannot file your own lawsuit unless you opt out.”

IX. CLAIMS PROCEDURE

A. Class Members Right to Opt Out. Class Members of the Class may exclude themselves, that is, opt out of the monetary relief provisions of the proposed settlement. Any requests for exclusion must be in writing, must include the individual’s name and address, and must be mailed to the Claims Administrators. The notice that a Class Member is opting out must be postmarked on or before 3-17-12 in order to be considered timely.

B. Submission of Claim Forms. Eligible Claimants who seek money from the Settlement Fund must complete a claim which includes a release and a legible copy of a government-issued photo ID or other form of identification satisfactory to the Claims Administrators and cause it to be sent to the Claims Administrators postmarked no later than 6-17-12. All claim forms must be signed under penalty of perjury to be considered.

C. Late Claims. For claims received after the filing deadline, the Claims Administrators shall notify the late filing claimants that their claims are untimely and that they are not eligible for any monetary reward.

D. Incomplete Forms. The claim form shall plainly inform Class Members that if the claim form, including its release, is determined to be incomplete by the Claims Administrators, the claim will be denied and the Claims Administrators will inform the claimant to complete the form in a timely manner and that that he or she will otherwise not be eligible for a monetary award.

E. Claims of Deceased Persons. Claims may be filed by deceased claimants through legal representatives of their estate if appropriate documentation is provided.

F. Determination of Claims. The Claims Administrators under the direction of Class Counsel and Allen shall determine whether an Eligible Claimant who has filed a timely claim is eligible to receive a monetary reward and shall determine the amount of each monetary award. The determination of the Claims Administrators may be appealed to the Claims Judge. The decision of the Claims Judge shall be binding. The Claims Judge shall make a determination based upon presentation of evidence by Allen and Claims Counsel as to the value of any individual claim. The Claims Judge shall take into account the facts presented at a claim value hearing, as well as any other relative factor including the amount of the Settlement Fund and the general purpose of this Decree.

X. FAIRNESS HEARING

A. A fairness hearing to consider the overall fairness, reasonableness and adequacy of the proposed settlement shall be held on 1-17-13.

B. Appearance by Class Members at the Fairness Hearing. Any Class Member who wishes to be heard in opposition to the overall or individual fairness, reasonableness and adequacy of the settlement, including monetary awards, may appear at the fairness hearing provided that such member must first provide the Claims Administrators a notice of intention to appear and written statement of position (including name and address) to be asserted. The notice of intention to appear and written statement of position must be postmarked on or before 11-17-12.

The Claims Administrators shall transmit any such notice or statement to the Court by

12-17-12

XI. TAX TREATMENT OF MONETARY AWARD

The monetary awards shall be allocated fifty percent (50%) to lost wages from which taxes shall be withheld and fifty percent (50%) to compensatory damages from which no taxes shall be withheld and an IRS Form 1099 shall issue.

XII. ATTORNEYS FEES AND COSTS

A. The parties agree that the Class Counsel is entitled to fees and costs incurred in the prosecution of the Class Claim in the Meeks Action in the amount of \$666,600.00. This amount will be paid from: the Settlement Fund. Only Roxanne Conlin & Associates, P.C. and Duff Law Firm, P.L.C. shall receive an IRS Form 1099 from Allen for such payment.

XIII. GENERAL INJUNCTIVE PROVISION

A. For the Term of the Decree and thereafter, Allen shall not enact, maintain or implement any policy or engage in any practice, conduct or procedure that retaliates or has the purpose or effect of retaliating against any current, future, or former employee of Allen because he or she opposed discrimination on the basis of race and/or color; filed a charge of discrimination on the basis of race and/or color; testified, furnished information or participated in any manner in any investigation, proceeding, or hearing in connection with any charge or complaint of discrimination on the basis of race and/or color; testified, furnished information or participated in any manner in connection with the monitoring or implementation of this Decree; or sought and/or received any monetary and/or non-monetary relief pursuant to this Decree.

B. For the Term of the Decree and thereafter, Allen will make available to African-American employees the same employment opportunities and terms and conditions of

employment, including but not limited to job assignments and promotions, as Allen affords similarly-situated white employees.

C. Nothing herein should be construed as any finding or admission that Allen previously has failed to act in the manner described herein.

D. As of the Approval Date, and pursuant to the Court's authority under the All Writs Act and the Anti-Injunction Act, 28 U.S.C. §§ 1651, 2283, and Federal Rule of Civil Procedure 23 (where applicable), each and every Plaintiff, Class Representative, and Settlement Class Members who has not filed a timely request to opt-out shall be and hereby is permanently enjoined from bringing any claims released, in any court, agency or adjudicative body, whether federal, state or local.

XIV. DURATION OF DECREE.

A. Unless otherwise provided, the equitable provisions of this Decree are effective thirty (30) days following the Approval Date; provided, however, that in the event that this Decree ultimately does not receive Final Approval, then any Order hereunder shall be vacated.

B. The terms of this Decree shall remain in effect for a period of twenty-four (24) months from the Approval Date and shall expire without further action by the parties at midnight on the last day of the 24th month after the Approval Date.

C. During the duration of this Consent Decree, the Court shall retain jurisdiction over this matter and the parties for the purposes of enforcing compliance with this Decree, including issuing such orders as may be required to effectuate its purposes.

XV. EQUITABLE RELIEF/RELATED ISSUES.

A. Complaint Investigation Process. Within thirty (30) days of the Approval Date, Allen shall reaffirm its written complaint procedure and protocol which provides for, inter alia,

the receipt, logging, investigating, documenting and responding to internal complaints of discrimination and/or harassment on the basis of race and/or color, as well as any complaint of retaliation.

In an effort to quickly and fairly respond to complaints of racial discrimination and harassment, Allen shall form an Employment Fairness Committee whose duties shall include investigating and conciliating such claims. The Fairness _ Committee shall be comprised of one management employee of Allen, a current African American employee and one member of the African American community not employed by Allen. The Committee members shall serve two (2) year terms and shall be selected by consensus between the Allen management employee and African American employee currently serving on the Committee.

It is within the discretion of Committee members to determine the most appropriate means for intake of complaints, investigation and resolution. The existence of the _____ Committee shall not be construed as a form of administrative or other exhaustion. An employee's decision to report or not report a complaint to the Employment Fairness _____ Committee shall not be considered a failure to exhaust administrative remedies and is without force or effect upon the aggrieved employee's right to file a complaint with any state or federal agency or to file suit.

As part of this Decree, Allen shall notify all current employees about the existence and purpose of this Committee and shall include it in its employee handbook, manual and discrimination and harassment policy.

The Committee shall have no power to adjust general grievances.

B. Training, Education and Information.

1. Allen shall provide at least two hours of equal employment opportunity training to all current Allen managers. New managers will receive equal employment opportunity training as part of their orientation. The management training shall include, but need not be limited to, communicating the requirements of the ICRA and Title VII; examples of conduct which may be considered race discrimination or harassment, including but not limited to examples of discrimination concerning compensation, promotion, level advancement, and training or cross training; examples of conduct that may be considered retaliation; the discrimination complaint procedure; and other topics that foster equal employment opportunity in hiring, compensation, promotions, and training.

2. Allen will also include in its annual evaluation of managers and supervisors, criteria to assess manager and supervisor activities with respect to fairness in hiring and treatment of employees and the provision of equal employment opportunities for its Waterloo workforce, including participating in the above-described training.

C. Zero Tolerance Policy. Allen will communicate in capital letters its policy strictly prohibiting discrimination and retaliation.

XVI. DISPUTE RESOLUTION

A. Unless otherwise provided by the Decree, the presiding judge shall have exclusive authority to resolve all disputes arising under the Decree, subject to the various limitations on enforcement, and to the pertinent enforcement standards, as set forth in this Decree. Nothing herein shall be interpreted to preclude Meeks and Allen from resolving matters informally at any time.

B. Meeks may bring to the attention of Class Counsel and/or Allen any issue that falls within the scope of her duties that has not be resolved informally by her and Allen after a good faith effort to do so. If Meeks invokes this provision, then at the request of Class Counsel or Allen, Class Counsel and Allen shall confer as necessary, and the parties shall use their best efforts to resolve promptly any differences or any disputes regarding the interpretation or implementation of the Decree.

C. Class Counsel or Allen shall have the right to file a motion with the Court to resolve any dispute or issue of compliance hereunder including any matter raised by Meeks, subject to the same enforcement limitations and standards set forth herein. The procedure for resolution of such issues shall be as follows:

1. If Class Counsel or Allen has good reason to believe that a legitimate dispute has been raised, the initiating party or parties shall promptly give written notice to the other party or parties, including:
 - a. a reference to all specific provisions of the decree that are involved;
 - b. a specific statement of each issue;
 - c. a statement of the remedial action sought by the initiating party;
and
 - d. a brief statement of the specific facts, circumstances and any other arguments supporting the position of the initiating party.
2. Within fifteen days after receiving such notice, the non-initiating party or parties shall respond in writing to the statement of facts and argument set forth in the notice and shall each provide its written position, including the facts and arguments upon which it relies in support of its position.

3. Class Counsel and Allen shall undertake good-faith negotiations, which should include a meeting by telephone or in person and the exchange of relevant documents and/or other information, to attempt to resolve the issue(s) in dispute.

4. Judge Geer, upon motion, may permit either Class Counsel or Allen to take limited discovery pursuant to the Iowa Rules of Civil Procedure, but only as to clearly relevant and necessary documents and/or witnesses, as they relate to the disputed issue(s), if Judge Geer determines that the informal exchange of documents or information has not been sufficient to allow either Class Counsel or Allen to present the dispute upon a factual record adequate for the determination required hereunder.

5. If good-faith efforts to resolve the matter have failed, and after written notice of “impasse” to the non-initiating party or parties, Class Counsel or Allen may file a motion with the Court, with a supporting brief, requesting resolution of the dispute, provided, however, that such motion shall be limited to the dispute(s) and/or issue(s) as to which the “meet and confer” provisions herein have been exhausted.

6. The non-moving party or parties will have fifteen days to respond to any such motion. Reply pleadings to such response are permitted only by consent of the opposing party or by specific leave of the Court.

7. Judge Geer shall, after the filing of the final brief, resolve the dispute and may schedule a hearing or other proceeding, which any party may attend telephonically unless otherwise ordered by Judge Geer, to resolve the matter.

D. The provisions of this Section do not prevent Class Counsel or Allen from promptly bringing an issue before Judge Geer when exigent facts and circumstances require immediate Court action to prevent a serious violation of the terms of this Decree, which

