

LUCAS COUNTY COMMON PLEAS COURT  
CASE DESIGNATION

FILED LUCAS COUNTY  
01/21/2022 06:25 PM  
COMMON PLEAS COURT  
BERNIE QUILTER, CLERK

TO: Bernie Quilter, Clerk of Courts

CASE NO. \_\_\_\_\_

3411

JUDGE \_\_\_\_\_

G-4801-CI-0202201209-000

Judge  
ERIC ALLEN MARKS

The following type of case is being filed:

Professional Malpractice

Legal Malpractice (L)

Medical Malpractice (M)

Product Liability (B)

Other Tort (C)

Workers' Compensation

State Funded (D)

Self Insured (K)

Administrative Appeal (F)

Commercial Docket

By submitting the complaint, with the signature of the Attorney, the Attorney affirms that the name of person with settlement authority and his/her direct phone number will be provided upon request to a party or counsel in this matter

Other Civil

Consumer Fraud (N)  Forfeiture

Appropriation (P)  Court Ordered

Other Civil (H)  Certificate of Title

Copyright Infringement (W)

This case was previously dismissed pursuant to CIVIL RULE 41 and is to be assigned to Judge \_\_\_\_\_, the original Judge at the time of dismissal. The previously filed case number was CI \_\_\_\_\_.

This case is a civil forfeiture case related to a criminal case currently pending on the docket of Judge \_\_\_\_\_. The pending case number is \_\_\_\_\_.

This case is a Declaratory Judgment case with a personal injury or related case currently pending. The pending case number is \_\_\_\_\_, assigned to Judge \_\_\_\_\_.

This case is to be reviewed for consolidation in accordance with Local Rule 5.02 as a companion or related case. This designation sheet will be sent by the Clerk of Courts to the newly assigned Judge for review with the Judge who has the companion or related case with the lowest case number. The Judge who would receive the consolidated case may accept or deny consolidation of the case. Both Judges will sign this designation sheet to indicate the action taken. If the Judge with the lowest case number agrees to accept, the reassignment of the case by the Administration Judge shall be processed. If there is a disagreement between the Judges regarding consolidation, the matter may be referred to the Administrative Judge.

Related/companion case number \_\_\_\_\_ Assigned Judge \_\_\_\_\_

\_\_\_\_\_  
Approve/Deny Date Approve/Deny Date

Attorney Norman A. Abood  
Address 136 N. Huron St., Suite 101  
Toledo, OH 43604  
Telephone 419.724.3700

IN THE COURT OF COMMON PLEAS, LUCAS COUNTY, OHIO

G-4801-CI-0202201209-000

WENDY F. DAVIS  
2006 MCINTOSH DRIVE  
HOLLAND, OHIO 43528,

PLAINTIFF,

v.

UNIVERSITY OF TOLEDO  
C/O STATE OF OHIO  
30 E. BROAD STREET, 14<sup>TH</sup> FLOOR  
COLUMBUS, OH 43215

DEFENDANT.

) CASE NO.

) JUDGE: H

) COMPLAINT WITH DEMAND FOR  
) JURY TRIAL ENDORSED  
) HEREUPON

) THE LAW OFFICE OF NORMAN A.  
) ABOOD  
) Norman A. Abood, Esq. (0029004)  
) 101 Broadcast Building  
) 136 N. Huron Street  
) Toledo, Ohio 43604  
) Phone: 419.724-3700  
) Fax: 419.724-3701  
) E-mail: norman@nabood.com  
)  
) Attorney for Plaintiff

Judge  
ERIC ALLEN MARKS

NOW COMES the Plaintiff, Wendy F. Davis, by and through her undersigned attorney,  
Norman A. Abood, and for her Complaint against the University of Toledo states as follows:

I. Preliminary Statement

1. Plaintiff, Wendy F. Davis (“Plaintiff”, “Wendy”, or “Ms. Davis”) is an African American female who worked at the University of Toledo (“University”) from April 13, 2015, until her race-based, retaliatory termination on December 17, 2020. During her time

at the University, Ms. Davis held multiple Human Resource roles with her most recent title being Chief Human Resource Officer (“CHRO”). In this role, Ms. Davis was tasked with overseeing the University’s Human Resource department, talent acquisition, along with serving as an appointing authority, which provided her with the ability to hire and fire on behalf of the University. During her time in her most recent role, Ms. Davis reported to the Caucasian male Chief Financial Officer (“CFO”) of the University, Mr. Matthew Schroeder.

2. During Plaintiff’s employment, the University, through Mr. Schroeder, instructed her to interfere in the protected activity of another African American employee through the use of discipline and ultimately termination, with no legitimate reason for the proposed discipline; instructions which Plaintiff refused to follow.

3. On September 18, 2020, after refusing to retaliate against another African American who had been engaging in legally protected activity, Plaintiff was suddenly and without warning served with a 90-day Notice of Termination, a true and accurate copy of which is attached hereto and made a part hereof as Exhibit 1.

4. At the time she was served with the Notice of Termination, Mr. Schroeder informed Ms. Davis that the University was “going in a different direction with HR” and that Ms. Davis would be responsible for “on-boarding” her replacement.

5. The University replaced Ms. Davis by splitting her duties, hiring two Caucasians to replace her, both earning a higher salary and benefits than had been afforded to her,

without utilizing new position descriptions in accord with University policy and governing regulations, and without posting for the positions, also in violation of University policy<sup>1</sup>.

6. As a result of her termination, Plaintiff filed charges of race and gender discrimination with the Ohio Civil Rights Commission (OCRC), in the case captioned *Wendy Davis v. the University of Toledo*, assigned OCRC case no. TOLA2(40674)09182020 Amended/22A-2020-03024C.

7. On June 24, 2021, the OCRC issued its Letter of Determination finding after investigation that it was probable that the University of Toledo had discriminated against Ms. Davis by imposing upon her different terms and conditions of employment and terminating her on the basis of race. A true and accurate copy of the OCRC Letter of Determination is attached hereto and made a part hereof as Exhibit 2.

8. By eighteen (18) page correspondence dated July 5, 2021, with thirty-five (35) attached exhibits, the University filed its Request for Reconsideration seeking reversal of the June 24, 2021 OCRC probable cause determination with the Ohio Civil Rights Commission.

9. On July 22, 2021, the Ohio Civil Rights Commission voted to deny the University's Request for Reconsideration for failure to provide sufficient reasons and/or information to grant the Request, a true and accurate copy of which is attached hereto and made a part hereof as Exhibit 3.

10. On August 19, 2021, the OCRC issued to Ms. Davis its Notice of Right to Sue, a true and accurate copy of which is attached hereto and made a part hereof as Exhibit 4.

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<sup>1</sup> University of Toledo policy number [redacted] Insurance: Recruitment of personnel and hiring procedures, "All full-time classified and unclassified position openings at the University are posted on the University's Employment Opportunity site located at <http://jobs.utoledo.edu>."

## II. The Parties

11. Plaintiff repeats and reiterates each and every allegation set forth in paragraphs 1 through 10 hereinabove as if fully rewritten herein.

12. Plaintiff, Wendy Davis, is an African American female who at all times relevant hereto has resided within the City of Toledo, Lucas County, Ohio.

13. The Defendant, University of Toledo (hereinafter alternatively referred to as "University"), operates as State University, organized and existing under the laws of the State of Ohio.

## III. Jurisdiction and Venue

14. Plaintiff repeats and reiterates each and every allegation set forth in paragraph 1 through 13 hereinabove, as if fully rewritten herein.

15. This action is brought pursuant to O.R.C. § 4112.02<sup>2</sup> and § 4112.99<sup>3</sup>.

16. In addition to the Parties residing in Lucas County, Ohio, at all relevant times herein, the actions of which Ms. Davis complains occurred in Lucas County, Ohio.

17. Pursuant to Ohio Rule of Civil Procedure 3(C), venue in this Court is proper.

## IV. Operative Facts

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<sup>2</sup> O.R.C. § 4112.02 provides in pertinent part as follows:

It shall be an unlawful discriminatory practice:

(A) For any employer, because of race, color, religion, sex, military status, national origin, disability, age, or ancestry of any person, to discharge without just cause, to refuse to hire, or otherwise to discriminate against that person with respect to hire, tenure, terms, conditions, or privileges of employment, or any other matter directly related to employment.

<sup>3</sup> O.R.C. § 4112.99 provides as follows:

Civil remedies for violation.

Whoever violates this chapter is subject to a civil action for damages, injunctive relief, or any other appropriate relief.

18. 12. Plaintiff repeats and reiterates each and every allegation set forth in paragraph 1 through 17 hereinabove, as if fully rewritten herein.
19. Plaintiff, Ms. Wendy Davis, is an African American woman who worked at the University of Toledo from April 13, 2015 through December 17, 2020.
20. Defendant, the University of Toledo, is a federal government contract holder who has a duty to comply with Executive Order 11246, As Amended, 41 CFR (§§ 60-30.1 - 60-30.37)<sup>4</sup>.
21. Plaintiff was hired in 2015 in the University's Human Resource department.
22. In 2016, Ms. Davis was promoted to the position of Associate Vice President of Human Resources and Talent Development.
23. In 2017, the University added the designation of Chief Human Resource Officer added to Ms. Davis's title.
24. In her most recent role as CHRO, Ms. Davis was responsible for overseeing the University's Human Resource and Talent Development department and was a duly "Appointing Authority" for the University.
25. During her tenure as CHRO, commencing in 2019, Plaintiff's direct report was a Caucasian male, Matthew Schroder, the University's Chief Financial Officer.
26. During her employment by the University, Ms. Davis was never disciplined or written-up for unsatisfactory work.
27. Prior to Mr. Schroeder assuming his role over Ms. Davis's Human Resources Department, Ms. Davis's performance reviews were continuously above average.

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<sup>4</sup> Executive Order 11246, As Amended attached as Exhibit 5 for the Court's convenience.

28. Ms. Davis received a ninety-day (90) Notice of Termination of employment on September 18, 2020, signed by her direct report, Matt Schroder.

29. Prior to her termination, Ms. Davis was subjected to different terms and conditions of employment than similarly situated Caucasian employees, which disparate treatment included, but was not limited to:

- i. her recommendations for Department restructuring being constantly rejected based upon Mr. Schroeder's changing directives to Ms. Davis or his denying he gave the directives altogether, but, then implementing her suggested changes shortly after her termination;
- ii. being discharged without being put on a performance improvement plan ("PIP");
- iii. being discharged without being offered any opportunity to transfer to a different position within the University;
- iv. being excluded from meetings held with other Department Heads wherein Mr. Schroeder would, without Ms. Davis's knowledge or consent, purport to speak on her behalf;
- v. manipulating Ms. Davis's performance to make her appear incompetent through the use of budget cuts and restructuring changes.
- vi. Retaliating against her for her refusal to discipline and terminate an African American male administrator without justification and who was actively engaged in activities protected under Ohio Revised Code 4112, and 42 USC 2002e, Title VII of the United States Code.

30. Prior to her termination by the University, the University hired two (2) Caucasian employees who replaced Plaintiff, being John Elliott, a Caucasian male hired September 4, 2021, and Melissa Hurst, a Caucasian female hired September 8, 2021, both of whom were hired at a significantly a higher salary than paid to Ms. Davis; to wit: Mr. Elliot & Ms. Hurst were paid a combined salary of approximately \$200,000.00, plus benefits and additional spending allowances, being over \$80,000.00 more in cost to the University per year.

31. Mr. Elliott and Ms. Hurst were both initially hired by the University as consultants but were not required to complete the paperwork required of individuals who are hired as University consultants.

32. Both Mr. Elliott and Ms. Hurst were hired without their “new” job positions having job descriptions approved in accord with Ohio State law and regulations<sup>5</sup>.

33. Both Mr. Elliott and Ms. Hurst were hired without their “new” job positions having been posted in accord with University Policy.

34. On information and belief, both Mr. Elliott and Ms. Hurst were friends of University President Postel, a Caucasian male, who had previously worked with him.

35. Per the Notice of Termination, the only reason asserted for Ms. Davis’s termination was that she was an at will” employee, that the University “appreciates the work you have done for The University and regret(s) that this action is necessary.”

36. As a result of the disparate, discriminatory treatment to which she was subjected, Plaintiff filed a complaint with the OCRC, which resulted in a finding that it was probable

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<sup>5</sup> Requirement mandates for hiring practices required of a Government Contract holder pursuant to Executive Order 11246, as amended, Title VII of the 1964 Civil Rights Act, as amended, and Ohio Revised Code (ORC) 4112.



that the University had engaged in discriminating against Ms. Davis in violation of ORC §4112.

37. The reasons asserted by the University for terminating Ms. Davis, including the claims that she was fired for budgetary reasons, that she was terminated for failure to implement adequate cuts to the University's Human Resources Department, that she was terminated for excessive turnover in her Department, that there was excessive negative feedback from employees in her Department, and that she exhibited a high level of dysfunction, were found by the Ohio Civil Rights Commission to be unfounded, the result of University manipulation, and pretextual, particularly because, amongst other evidence, prior to Mr. Schroeder assuming his supervisory role over Ms. Davis all her performance reviews were above average, and the claim of budgetary constraints was patently false. See, Exhibit 2, pg. 3.

38. In addition to the pretextual reasons given by the University for Plaintiff's termination of Ms. Davis, the University also insisted Plaintiff interfere with protected activities<sup>6</sup> of another employee.

39. Plaintiff was working with the University's chief labor negotiator and Police Chief during a University Police/Union negotiation (the "Negotiation").

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<sup>6</sup> "Protected Activity" includes, "(1) where an employee has opposed any unlawful discriminatory practice, the 'opposition clause'; and (2) where an employee has made a charge, testified, assisted or participated in any manner in any investigation, proceeding, or hearing under sections 4112.01 to 4112.07 of the Revised Code, the 'participation clause.'" *Coch v. Gem Indus., Inc.*, Lucas App. No. L-04-1357, 2005 Ohio 3045, at P29." *Motley v. Ohio Civ. Rights Comm'n*, 2008-Ohio-2306, P10, 2008 Ohio App. LEXIS 1958, \*5, 155 Lab. Cas. (CCH) P60,609, 2008 WL 2026426.

40. During said Negotiation, it became evident to the University's chief negotiator and the University's outside legal counsel, that they were at a point at which they should accede to the Union's position.

41. It was at this point that the University's chief negotiator, (an African American male) recommended the Police Chief follow the advice of the University's outside counsel.

42. Thereafter, the University's Police Chief began advocating for Plaintiff to discipline the University's chief negotiator.

43. Plaintiff refused to discipline or terminate the University's chief negotiator based on the lack of merit for the recommended termination and the liability to which such action would expose the University, particularly because of the University's chief negotiator's active involvement in other protected activities, all of which were well known to the University, including specifically his opposition to the University's discriminatory practices against other University African American employees and his own claims of discrimination.<sup>7</sup>

44. As a result of Plaintiff's refusal to wrongfully discipline or terminate the University's chief negotiator, the University's Police Chief went to Mr. Schroder and engaged his assistance in an attempt to force Plaintiff into the unwarranted discipline of the University's African American chief negotiator.

45. Shortly after refusing to abide the University's attempts, through Mr. Schroeder and others, to have Plaintiff wrongfully interfere with another African American employee's protected activities, Plaintiff was terminated by Defendant.

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<sup>7</sup> The University's Chief Negotiator at the time, Dre Wynn, filed an OCRC case captioned *Dre Wynn v. The University of Toledo*, in which a finding of probable cause was found and attached hereto as Exhibit 6.

**COUNT ONE**  
**(Discrimination)**

46. Plaintiff repeats and reiterates each and every allegation set forth in paragraphs 1 through 45 hereinabove as if fully rewritten herein.

47. The University of Toledo is an employer in the State of Ohio.

48. Plaintiff, Ms. Davis, is a member of a protected class under State of Ohio Law based upon her race.

49. Plaintiff, Ms. Davis, is a member of a protected class under State of Ohio Law based upon her sex.

50. Ms. Davis was qualified for her position of employment with the University.

51. As a direct and proximate result of the University's discriminatory practices towards her as aforesaid, Ms. Davis was subjected to multiple adverse employment actions which culminated in her wrongful termination.

52. The reasons stated by Defendant for terminating Ms. Davis were false/pretextual.

53. Defendant knowingly discriminated against Ms. Davis in violation of O.R.C. § 4112.02(A) because of her race.

54. As a direct and proximate result of Defendant's actions against Ms. Davis as aforesaid, Ms. Davis has suffered actual and consequential damages, including but not limited to, loss of income, loss of employment benefits, humiliation, pain and suffering and emotional distress, loss of enjoyment, all of which are reasonably anticipated to continue indefinitely into the future.

55. The aforesaid conduct of Defendant was undertaken with malicious purpose, in bad faith, and/or in a reckless/wanton manner, which it knew, or reasonably should have known, would cause Ms. Davis harm.

56. Defendant's actions against Ms. Davis as aforesaid were undertaken with such knowledge, malice, intent to injure and/or with such reckless or wanton disregard for Ms. Davis's rights as entitle her, in addition to an award of actual and consequential damages, to an award of punitive damages, and/or attorney fees.

**COUNT TWO  
(Retaliation)**

57. Plaintiff repeats and reiterates each and every allegation set forth in paragraphs 1 through 56 hereinabove as if fully rewritten herein.

58. The University of Toledo is an employer in the State of Ohio.

59. Plaintiff, Ms. Davis, was instructed by the University to wrongfully discipline another African American employee based solely on personal vendettas and racial discrimination during the time in which that African American employee was engaged in protected activity.

60. Ms. Davis' refusal to interfere with another African American's engagement in protected activities is itself a protected activity.

61. As a result of Plaintiff's refusal, Defendant terminated her for the refusal to interfere with another protected person's legally protected activities.

62. Defendant knowingly discriminated and retaliated against Ms. Davis in violation of O.R.C. § 4112. *et seq.* in furtherance of the University's interference with protected activities.

63. As a direct and proximate result of Defendant's actions against Ms. Davis as aforesaid, Ms. Davis has suffered actual and consequential damages, including but not limited to, loss of income, loss of employment benefits, humiliation, pain and suffering

and emotional distress, loss of enjoyment, all of which are reasonably anticipated to continue indefinitely into the future.

64. Defendant's actions against Ms. Davis were undertaken with such knowledge, malice, intent to injure and/or with such reckless or wanton disregard for Ms. Davis's rights as entitled her to an award of punitive damages, and/or attorney fees.

65. The aforesaid conduct of Defendant was undertaken with malicious purpose, in bad faith, and/or in a reckless/wanton manner, which it knew, or reasonably should have known, would cause Ms. Davis harm.

66. Ms. Davis has been injured as a direct and proximate result of the unlawful conduct of the Defendant through loss of employment.

**WHEREFORE**, Plaintiff, Ms. Wendy Davis, respectfully prays for judgment against the Defendant as follows:

(A) That per Count One (Discrimination) she be awarded judgement against Defendant for actual and compensatory damages, including, but not limited to, the amount of all salary and the value of all benefits lost due to the Defendant's discrimination for actual and compensatory damages in an amount in excess of \$25,000, the full extent of which shall be proven at trial, and that she have an award of punitive damages against Defendant in an amount determined by the jury, but not less than three (3) times the amount of the actual, and compensatory damages awarded to her, and further that she be awarded reasonable attorney fees and costs;

(B) That per Count Two (Retaliation) she be awarded judgement against Defendant for actual and compensatory damages, including, but not limited to, the amount of all salary and the value of all benefits lost in an amount in excess of \$25,000, the full extent of which shall

be proven at trial, and that she have an award of punitive damages against Defendant in an amount determined by the jury, but not less than three (3) times the amount of the actual compensatory damages awarded to her, and further that she be awarded reasonable attorney fees and costs;

(D) That she be awarded such other and further judgement against the Defendant as the Court deems just or equitable.

Dated: January 21, 2022

Respectfully Submitted.

**THE LAW OFFICE OF NORMAN A. ABOOD**

/s/ Norman A. Abood

Norman A. Abood (OH. Sup. Ct. #0029004)

101 Broadcast Building

136 N. Huron Street

Toledo, OH 43604

Phone: 419-724-3700

Fax: 419-724-3701

E-Mail: Norman@nabood.com

*Attorney for Plaintiff*

**JURY DEMAND**

Plaintiff demands trial by jury on all issues so triable herein.

/s/Norman A. Abood

Norman A. Abood

**PRAECIPE**

**TO THE CLERK:**

Please serve this Complaint with Summons on the Defendant at the address set forth in the caption by certified, first class United States mail, postage prepaid, return receipt requested.

/s/Norman A. Abood  
Norman A. Abood

# **Exhibit 1**





September 18, 2020

Wendy Davis  
2006 McIntosh Drive  
Holland, OH 43528

Dear Wendy,

I regret to inform you that your employment with The University of Toledo in your capacity as Associate Vice President and Chief Human Resources Officer will end at the close of business on December 17, 2020. This letter serves as your 90-day notice as provided for by university policy. In accordance with your appointment within the unclassified civil service in the State of Ohio, you serve in an "at-will" capacity and your employment status can be modified at any time.

You will be paid your full salary through the date above as well as be covered by any health care benefits for which you currently may have coverage through December 17, 2020. After that time, information will be sent to your home regarding eligibility for continued COBRA benefits.

Please be advised that this is a notice of impending separation from University service and not a severance. Unless otherwise notified by your manager, you are expected to continue working up until your official last day of employment. Your manager will provide work direction regarding any transitioning of your duties.

Should you find other employment during this 90 day period, you must immediately notify your supervisor and the Human Resources Department and the effective date of separation shall be changed accordingly. You will be paid for your time worked and medical benefits shall terminate at the end of the month of your last day worked.

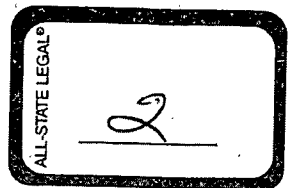
We appreciate the work that you have done for The University of Toledo and regret that this action is necessary. We are confident that you will work closely with us in this difficult transition time.

Sincerely,

Matt Schroeder  
Executive Vice President for Finance and Administration/CFO

cc: Matt Schroeder  
Benefits  
Personnel File

Finance & Administration  
Executive Vice President for Finance & Administration • MS 964 • 2801 W. Bancroft Street • Toledo, OH 43606-3390  
419.530.1440 Phone • 419.530.1331 Fax • www.utoledo.edu



# **Exhibit 2**



# OHIO CIVIL RIGHTS COMMISSION

Governor Mike DeWine

Commissioners: Lori Barreras, Chair | J. Rita McNeil Danish | William Patmon, III | Dr. Carolyn Peters | Madhu Singh  
Executive Director Angela Phelps-White

June 24, 2021

Date Mailed: June 25, 2021

Wendy Davis  
2006 McIntosh Drive  
Holland, OH 43528

Janelle M. Schaller, Associate General Counsel  
Office of Legal Affairs  
The University of Toledo  
2801 W. Bancroft Street, MS 943  
Toledo, OH 43606

## LETTER OF DETERMINATION

Wendy Davis v. The University of Toledo

TOLA2(40674)09182020 AMENDED/22A-2020-03024C

### FINDINGS OF FACT:

Charging Party filed a charge of discrimination with the Ohio Civil Rights Commission alleging Respondent engaged in an unlawful discriminatory practice. All jurisdictional requirements for filing a charge have been met.

After receiving the charge, the Commission conducted an investigation into Charging Party's allegation(s) against Respondent. During the investigation, the Commission considered relevant documents and testimony. The information gathered does support a recommendation that Respondent unlawfully discriminated against Charging Party.

Charging Party is an African American female who is 55 years of age. Charging Party had been employed by Respondent since April 13, 2015, most recently as Associate Vice President/Chief Human Resources Officer. Charging Party's job duties included, shaping the direction of the human resources function through the development and implementation of policies touching all of the human resources functional areas, including recruitment and employment services, compensation, classification, and benefits administration; training and development; labor and employee relations; employee disability and leave administration; and human resources information systems. Charging Party alleges that she was subjected to different terms and conditions regarding her recommendations for restructuring being consistently rejected; departmental budget cuts and subsequently terminated based on her race, sex, and age.

Respondent is a student-centered, public metropolitan research university with 20,500 students located in Toledo, Ohio. Respondent denies Charging Party's allegations of discrimination.

Information shows Charging Party and the remaining African American employees who held leadership positions within Respondent's Human Resources Department were terminated using a 90-day notification. Respondent alleges all these individuals were terminated for performance issues. These employees were either replaced by new Caucasian employees or their former Caucasian subordinates. Information further shows Caucasian administrators with documented performance issues were retained. Charging Party as well as the other African American administrators had no documented discipline on record nor given the opportunity to correct alleged performance issues.

Information shows shortly after Matthew Schroeder, Executive Vice President of Finance & Administration/Chief Financial Officer, assumed his role over Respondent's Human Resources Department. Charging Party and other African American administrators began receiving termination notices. The remaining two African American employees left in Respondent's Human Resources Department received 90-day notices shortly after Charging Party's departure. Mr. Schroeder states Charging Party demonstrated a high level of dysfunction, lack of customer service, extraordinarily high rates of turnover among front line and management staff and received negative feedback from employees who participated in exit interviews. However, prior to Mr. Schroeder assuming his new role, Charging Party's performance reviews were continuously above average. It is important to note that prior to January 2019, Mr. Schroeder had never held a supervisory position with Respondent.

Information shows a Caucasian administrator, David Cutri, with documented performance issues was given the opportunity to be placed on Performance Improvement Plan. Charging Party was not given the opportunity to at the very minimum accept another position within the University. However, when Respondent expressed concerns surrounding the job performance of former Director of HR Academic & Talent Development, Theresa Kovacs, Ms. Kovacs was offered the opportunity to be demoted to another position with no change in pay. Information gathered further shows Charging Party was replaced prior to her termination by John Elliott, a Caucasian male, and Melissa Hurst, a Caucasian female. Mr. Elliott received a notice of hire on September 4, 2020, and Ms. Hurst received a notice of hire on September 8, 2020. Charging Party was presented with a 90-day notice on September 18, 2020. Charging Party did not learn of her replacements until a staff meeting where the announcement was made. Documentation shows both Mr. Elliott and Ms. Hurst were hired at a significantly higher salary than Charging Party.

Witness information supports Charging Party was often given assignments by Mr. Schroeder only to have Mr. Schroeder either change his mind or deny he gave the directive altogether. Witness information further supports Mr. Schroeder consistently excluded Charging Party from meetings held with other Directors and Chiefs. When questions arose during these meetings regarding Human Resources, Mr. Schroeder would speak on Charging Party's behalf. Mr. Schroeder further continued to make Charging Party appear incompetent by way of insisting she make budget cuts and restructuring changes within her department. However, when Charging Party would present her proposals to Mr. Schroeder, he would reject them and accuse the proposal of being "clunky." It is important to note, some of the rejected proposals presented to Mr. Schroeder by Charging Party, were implemented shortly after Charging Party's termination.

Witness information further supports there were concerns about Respondent losing so many employees of color. Information shows a witness commented, "this is not cool and will look really bad on the university," and believed Ms. Hurst to be a friend of current President, Gregory Postel. Witness comments go on to further state, "they or Matt will try to paint you as incompetent" and "the university has lost several African American female employees, how can we retain our women of color?" Witness information shows Mr. Elliott previously worked with Mr. Postel as well. Lastly, witness information shows both Mr. Elliott and Ms. Hurst were both originally hired as consultants in Respondent's Human Resources Department but were not required to complete the paperwork required for individuals who are hired as consultants.

**DECISION: On the issues of different terms and conditions and termination on the basis of race.**  
The Ohio Civil Rights Commission determines it is **PROBABLE** that Respondent has engaged in an unlawful discriminatory practice in violation of Ohio Revised Code Chapter 4112. Therefore, the Commission hereby orders that this matter be scheduled for **CONCILIATION**.

**DECISION: On the issues of different terms and conditions (budget cuts, refused recommendations for restructuring) and termination on the basis of age and sex.**  
The Ohio Civil Rights Commission determines it is **NOT PROBABLE** that Respondent has engaged in an unlawful discriminatory practice in violation of Ohio Revised Code Chapter 4112. Therefore, the Commission hereby orders that this matter be **DISMISSED**.

In accordance with Ohio Revised Code § 4112.05(A) and Ohio Administrative Code § 4112-3-03(C), the Commission invites you to participate in conciliation by informal methods of conference, conciliation and persuasion. Enclosed is a draft Conciliation Agreement and Consent Order for your consideration. Brad Adams has been assigned as Conciliator and can be reached by telephone at 419-245-2911 or by email at [brad.adams@civ.ohio.gov](mailto:brad.adams@civ.ohio.gov). **Please contact the Conciliator to discuss the conciliation process.** If the Commission's attempts at conciliation are unsuccessful, a formal complaint will be issued, and the case will be scheduled for a public hearing.

**NOTICE OF RIGHT TO REQUEST RECONSIDERATION: (On All Decisions)**

Pursuant to Ohio Administrative Code § 4112-3-04, you have the right to request reconsideration of the Commission's determination. The application must be in writing and state specifically the grounds upon which it is based. You must submit the request for reconsideration, along with all additional evidence or supporting documentation, within **TEN (10) days** of the date of mailing of this notice. This request must be sent to the Compliance Department, Ohio Civil Rights Commission, 30 East Broad Street, 5<sup>th</sup> Floor, Columbus, Ohio 43215. Any application for reconsideration received after the ten-day period has expired will be deemed untimely. The Commission's Rules do not permit any employee of the Commission to grant any extension to this ten-day filing period. If you wish to appear before the Commissioners to present oral arguments in support of your request for reconsideration, you must specifically make a request to appear in writing.

**On No Probable Cause Decisions Only:**

Pursuant to Ohio Revised Code 4112.051, if you timely request and are granted reconsideration, the below NOTICE OF SUIT RIGHTS will be voided. A new NOTICE OF SUIT RIGHTS will be issued once the charge is no longer pending before the Commission if a No Probable Cause finding is reached during reconsideration.

**FOR DUAL FILED CHARGES ONLY: (On No Probable Cause Decision Only)**

If your charge was filed with both the Commission and the U. S. Equal Employment Opportunity Commission (EEOC), you have the right to request that the EEOC conduct a review of the Commission finding. The request for such a review must be sent directly to the EEOC State and Local Coordinator at 101 W. Ohio St., Suite 1900, Indianapolis, IN 46204. To secure such a review, you must request it in writing within **FIFTEEN (15) days** of Commission's finding, unless you request a reconsideration by Commission. In that event, our final finding, and the time for you to request review by EEOC, will be determined by Commission's action on your reconsideration request.

**NOTICE OF RIGHT TO PETITION FOR JUDICIAL REVIEW: (On No Probable Cause Decision Only)**

A determination of the Commission that constitutes a Final Order is subject to judicial review, wherein the court reviews the contents of this letter and determines if there are sufficient factual findings supporting why the Commission did not issue a complaint. A petition for judicial review must be filed in the proper common pleas court within **THIRTY (30) days** of the date the Commission mailed this Final Order. The right to obtain judicial review and the mode and procedure thereof is set forth in Ohio Revised Code § 4112.06.

The judicial review process is not a means to reexamine the investigation or further pursue your allegations through the Commission. You may consult with an attorney for information on available options.

A Probable Cause finding is not a Final Order and is not subject to judicial review by a court. All other determinations of the Commission constitute a Final Order and are subject to judicial review by a court.

**NOTICE OF SUIT RIGHTS: (On No Probable Cause Decision Only)**

Pursuant to Ohio Revised Code 4112.051, you may file a civil action against the Respondent(s) alleging a violation of Ohio Revised Code 4112. The lawsuit may be filed in any State of Ohio court that has jurisdiction over the matter. Ohio Revised Code 4112.052 and 4112.14 provides that such a civil action must be filed within two years after the date of the alleged discriminatory practice. The time period to file a civil action is tolled during the pendency of the Commission investigation. You are advised to consult with an attorney to determine with accuracy of the date by which a civil action must be filed. **NOTE:** If you request reconsideration pursuant to the above section of this letter, "**NOTICE OF RIGHT TO REQUEST RECONSIDERATION**," this NOTICE OF SUIT RIGHTS is voided, but a new NOTICE OF SUIT RIGHTS will be issued once the charge is no longer pending before the Commission if a No Probable Cause finding is reached during reconsideration.

**FOR FEDERAL COURT FILINGS:** Notices of Right to Sue under federal law will be issued by the EEOC.

**NOTICE OF RIGHT TO WITHDRAW ON A PROBABLE CAUSE DECISION:**

Pursuant to Ohio Revised Code 4112.051, you are hereby notified you have a right to withdraw the charge and file a civil action in any State of Ohio court that has jurisdiction over the matter. Ohio Revised Code 4112.052 and 4112.14 provides that such a civil action must be filed within two years after the date of the alleged discriminatory practice. The time period to file a civil action is tolled during the pendency of the OCRC investigation. You are advised to consult with an attorney to determine with accuracy the date by which a civil action must be filed. **FOR FEDERAL COURT FILINGS:** Notices of Right to Sue under federal law will be issued by the EEOC.



## THE OHIO CIVIL RIGHTS COMMISSION

### CENTRAL OFFICE

Rhodes State Office Building  
30 East Broad Street, 5<sup>th</sup> floor  
Columbus, Ohio 43215  
Telephone: (614) 466-2785  
Toll Free: (888) 278-7101  
TTY: (614) 752-2391  
Fax: (614) 644-8776

### TOLEDO REGIONAL OFFICE

One Government Center  
640 Jackson St., Suite 936  
Toledo, Ohio 43604  
Telephone: (419) 245-2900  
Toll Free: (888) 278-7101  
TTY: (614) 752-2391  
Fax: (419) 245-2668

## CONCILIATION AGREEMENT AND CONSENT ORDER

Charge Number: TOLA2(40674)09182020 AMENDED/22A-2020-03024C  
Charging Party: Wendy Davis  
Respondent: The University of Toledo

### General Provisions

1. This Conciliation Agreement and Consent Order is made between the Ohio Civil Rights Commission (hereinafter "Commission"); Wendy Davis (hereinafter "Charging Party"); The University of Toledo (hereinafter "Respondent") and Respondent's heirs, representatives, officers, agents, employees, successors, or assignees.
2. This Conciliation Agreement and Consent Order is designed to ensure voluntary compliance with the provisions of the Ohio Laws Against Discrimination, as set forth in Ohio Revised Code Chapter 4112.
3. Respondent agrees that there shall be no discrimination of any kind as prohibited by Ohio Revised Code Chapter 4112 and that there shall be no retaliation against any person because he/she has opposed a practice deemed illegal under that chapter or because he/she has filed a charge, testified, assisted, or participated in an investigation, proceeding, or hearing.
4. Charging Party hereby waives, releases, and agrees not to sue Respondent for any claims arising before the Ohio Civil Rights Commission that were the subject of the above-referenced charge.

### Remedial Action

5. As evidence of a good faith effort to resolve the above-referenced charge, it is agreed:
  - a. Wendy Davis, Charging Party herein, of 2006 McIntosh Drive, Holland, OH 43528, will be provided all rights, benefits, privileges and seniority as any other employee, inclusive of any lost benefits and privileges. Said offer shall include, but not be limited to, all persons without regard to race, color, sex, religion, national origin, ancestry, disability, age or military status.
  - b. Respondent shall immediately provide its employees with an environment free of intimidation, and hostility. Respondent shall take prompt remedial action inclusive of termination to insure an environment free of harassment.
  - c. Respondent's managers, directors, and all other employees shall attend no less than three (3) hours of suitable Ohio Civil Rights Commission approved training at Respondent's expense with an emphasis placed on race discrimination within the meaning of Ohio Revised Code Chapter 4112 and Title VII.
  - d. Respondent shall establish (at its own expense) regular training sessions to sensitize supervisory and non-supervisory employees on race discrimination whenever needed, but no less than once each year. The training shall focus on Ohio Revised Code Chapter 4112 and Title VII.
  - e. Respondent shall provide individualized diversity and leadership training to Matthew Schroeder, Executive Vice President of Finance & Administration/Chief Financial Officer, which Respondent will document.
  - f. In the event of a breach of this agreement, Respondent agrees to pay the Commission, as liquidated damages, the base hourly rate for Commission employee(s) involved in handling the breach, times the hours spent on documented enforcement efforts by said employee(s). Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty.
6. Supporting documentation and proof of compliance with this Conciliation Agreement and Consent Order shall be submitted to Inder F. LeVesque, Toledo Regional Director, Ohio Civil Rights Commission, One Government Center, 640 Jackson Street, Suite 936, Toledo, OH 43604 within 90 days of the signature date of the agreement.

### Enforcement

7. In accordance with the terms of Ohio Revised Code § 4112.06 and Ohio Administrative Code § 4112-3-03(D), this Conciliation Agreement and Consent Order constitutes a final order of the Commission. Respondents agree to be legally bound by this Conciliation Agreement and Consent Order and to waive a public hearing in this matter. See Ohio Adm. Code § 4112-3-10(B)(3).
8. This Conciliation Agreement and Consent Order does not constitute an admission by Respondent of any violation of Ohio Revised Code Chapter 4112.
9. The Commission may investigate whether Respondent has complied (or is complying) with the terms of this Conciliation Agreement and Consent Order. To that end, the Commission may require written reports and/or conduct inspections, examine witnesses, and review and copy pertinent records to determine compliance with the terms contained herein.



10. Respondent agrees that upon its failure to fully comply with the provisions of this Conciliation Agreement and Consent Order the Commission may initiate further action including, but not limited to, the filing of a complaint in the Court of Common Pleas to seek enforcement of the terms and provisions of this Conciliation Agreement and Consent Order and reimbursement for any legal fees and costs incurred in filing such enforcement action.

**CHARGING PARTY (Wendy Davis or Representative)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**RESPONDENT (The University of Toledo or Representative)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**OHIO CIVIL RIGHTS COMMISSION**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

FOR THE COMMISSION,

*William E. Baskin, Jr.*

William E. Baskin, Jr.  
Toledo Regional Supervisor  
WEB/adf

Enclosure: Draft Conciliation Agreement and Consent Order

cc: Representative for Charging Party:

Norman A. Abood, Esq.  
Broadcast Building  
136 N. Huron Street  
Toledo, OH 43604-2304

Earl Murry, Ph.D.  
P.O. Box 151  
Maumee, OH 43537

Representative for Respondent:

Janelle M. Schaller  
Senior Associate General Counsel  
The University of Toledo  
Office of Legal Affairs  
2801 W. Bancroft Street, MS 943  
Toledo, OH 43606-3390

# **Exhibit 3**



# OHIO CIVIL RIGHTS COMMISSION

Governor Mike DeWine

Commissioners: Lori Barreras, Chair | J. Rita McNeil Danish | William Patton, III | Dr. Carolyn Peters | Madhu Singh  
Executive Director Angela Phelps-White

July 22, 2021

Mailed on July 22, 2021

Wendy Davis  
2006 McIntosh Drive  
Holland, OH 43528

Janelle M. Schaller, Associate general Counsel  
Office of Legal Affairs  
The University Toledo  
2801 W. Bancroft Street, MS 943  
Toledo, OH 43606

## LETTER OF DETERMINATION UPON RECONSIDERATION

Wendy Davis v. The University Toledo

TOLA2(40674)09182020; AMENDED 22A-2020-03024C

On July 22, 2021, the Ohio Civil Rights Commission voted to deny Respondent's request for reconsideration because Respondent did not provide sufficient reasons and/or information to grant the request, therefore, the previous determination of the regional office is affirmed.

### NOTICE OF RIGHT TO WITHDRAW ON A PROBABLE CAUSE DECISION:

Pursuant to Ohio Revised Code 4112.051, the Charging Party has a right to withdraw the charge and file a civil action in any State of Ohio court that has jurisdiction over this matter. Ohio Revised Code 4112.052 and 4112.14 provides that such a civil action must be filed within two years after the date of the alleged discriminatory practice. The time period to file a civil action is tolled during the pendency of the OCRC investigation. You are advised to consult with an attorney to determine with accuracy the date by which a civil action must be filed.

FOR FEDERAL COURT FILINGS: Notices of Right to Sue under federal law will be issued by the EEOC.

FOR THE COMMISSION,

Beyan H. Asoba  
Reconsideration Supervisor

cc: Charging Party's Representative

Norman A. Abood, Esq.  
Broadcast Building  
136 N. Huron Street  
Toledo, OH 43604-2304

Charging Party's Representative

Earl Murry, Ph.D.  
P. O. Box 151  
Maumee, OH 43537

# **Exhibit 4**



# **Exhibit 5**

**Office of Federal Contract Compliance Programs**

# Executive Order 11246, As Amended

## Executive Order 11246 — Equal Employment Opportunity

SOURCE: The provisions of Executive Order 11246 of Sept. 24, 1965, appear at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted.

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

### Part I — Nondiscrimination in Government Employment

[Part I superseded by EO 11478 of Aug. 8, 1969, 34 FR 12985, 3 CFR, 1966-1970 Comp., p. 803]

### Part II - Nondiscrimination in Employment by Government Contractors and Subcontractors

#### Subpart A – Duties of the Secretary of Labor

##### SEC. 201

The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.

[Sec. 201 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

#### Subpart B – Contractors' Agreements

##### SEC. 202

Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation,



proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR; 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

## SEC. 203

- a. Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
- b. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
- c. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, that to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
- d. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

[Sec. 203 amended by EQ 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13672 of July 21, 2104, 79 FR 42971]

#### **SEC. 204**

- a. The Secretary of Labor may, when the Secretary deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this **Order** in any specific contract, subcontract, or purchase **order**.
- b. The Secretary of Labor may, by rule or regulation, exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve subcontracts below a specified tier.
- c. Section 202 of this **Order** shall not apply to a Government contractor or subcontractor that is a religious corporation, association, educational institution, or society, with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities. Such contractors and subcontractors are not exempted or excused from complying with the other requirements contained in this **Order**.
- d. The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor that are in all respects separate and distinct from activities of the contractor related to the performance of the contract: provided, that such an exemption will not interfere with or impede the effectuation of the purposes of this **Order**: and provided further, that in the absence of such an exemption all facilities shall be covered by the provisions of this **Order**.

[Sec. 204 amended by EO 13279 of Dec. 16, 2002, 67 FR 77141, 3 CFR, 2002 Comp., p. 77141 - 77144]

### **Subpart C – Powers and Duties of the Secretary of Labor and the Contracting Agencies**

#### **SEC. 205**

The Secretary of Labor shall be responsible for securing compliance by all Government contractors and subcontractors with this Order and any implementing rules or regulations. All contracting agencies shall comply with the terms of this Order and any implementing rules, regulations, or orders of the Secretary of Labor. Contracting agencies shall cooperate with the Secretary of Labor and shall furnish such information and assistance as the Secretary may require.

[Sec. 205 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

#### **SEC. 206**

- a. The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor.
- b. The Secretary of Labor may receive and investigate complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order.

[Sec. 206 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

#### **SEC. 207**

The Secretary of Labor shall use his/her best efforts, directly and through interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

[Sec. 207 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

#### **SEC. 208**

- a. The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.

- b. The Secretary of Labor may hold, or cause to be held, hearings in accordance with Subsection of this Section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any contractor from further Government contracts under Section 209(6) shall be made without affording the contractor an opportunity for a hearing.

## **Subpart D – Sanctions and Penalties**

### **SEC. 209**

In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary may:

1. Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.
2. Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of this Order.
3. Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.
4. Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.
5. After consulting with the contracting agency, direct the contracting agency to cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with equal employment opportunity provisions of the contract. Contracts may be cancelled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the Secretary of Labor.
6. Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the Secretary of Labor that such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this Order.

(b) Pursuant to rules and regulations prescribed by the Secretary of Labor, the Secretary shall make reasonable efforts, within a reasonable time limitation, to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under subsection (a)(2) of this Section, or before a contract shall be cancelled or terminated in whole or in part under subsection (a)(5) of this Section.

[Sec. 209 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

### **SEC. 210**

Whenever the Secretary of Labor makes a determination under Section 209, the Secretary shall promptly notify the appropriate agency. The agency shall take the action directed by the Secretary and shall report the results of the action it has taken to the Secretary of Labor within such time as the Secretary shall specify. If the contracting agency fails to take the action directed within thirty days, the Secretary may take the action directly.

[Sec. 210 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

### **SEC. 211**

If the Secretary shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor.

[Sec. 211 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

### **SEC. 212**

When a contract has been cancelled or terminated under Section 209(a)(5) or a contractor has been debarred from further Government contracts under Section 209(a)(6) of this Order, because of noncompliance with the contract provisions specified in Section 202 of this Order, the Secretary of Labor shall promptly notify the Comptroller General of the United States.

[Sec. 212 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

## **Subpart E – Certificates of Merit**

#### **SEC. 213**

The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship, membership, grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

#### **SEC. 214**

Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

#### **SEC. 215**

The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

## **Part III – Nondiscrimination Provisions in Federally Assisted Construction Contracts**

### **SEC. 301**

Each executive department and agency, which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee thereunder, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 202 of this Order or such modification thereof, preserving in substance the contractor's obligations thereunder, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall also undertake and agree (1) to assist and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations and relevant orders of the Secretary, (2) to obtain and to furnish to the Secretary of Labor such information as the Secretary may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

[Sec. 301 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

### **SEC. 302**

- a. "Construction contract" as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.
- b. The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the contracting agency referred to therein.
- c. The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he/she becomes a recipient of such Federal assistance.

### **SEC. 303**

- a. The Secretary of Labor shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor and to furnish the Secretary such information and assistance as the Secretary may require in the performance of the Secretary's functions under this Order.

- b. In the event an applicant fails and refuses to comply with the applicant's undertakings pursuant to this Order, the Secretary of Labor may, after consulting with the administering department or agency, take any or all of the following actions: (1) direct any administering department or agency to cancel, terminate, or suspend in whole or in part the agreement, contract or other arrangement with such applicant with respect to which the failure or refusal occurred; (2) direct any administering department or agency to refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received by the Secretary of Labor from such applicant; and (3) refer the case to the Department of Justice or the Equal Employment Opportunity Commission for appropriate law enforcement or other proceedings.
- c. In no case shall action be taken with respect to an applicant pursuant to clause (1) or (2) of subsection (b) without notice and opportunity for hearing.

[Sec. 303 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

## **SEC. 304**

Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: Provided, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations of the administering department or agency issued thereunder.

## **Part IV – Miscellaneous**

### **SEC. 401**

The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order.

[Sec. 401 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

### **SEC. 402**

The Secretary of Labor shall provide administrative support for the execution of the program known as the "Plans for Progress."

### **SEC. 403**

- a. Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President's Committee on Equal Employment Opportunity established by Executive Order No. 10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Office of Personnel Management and the Secretary of Labor, as appropriate.
- b. Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

[Sec. 403 amended by EO 12107 of Dec. 28, 1978, 44 FR 1055, 3 CFR, 1978 Comp., p. 264]

### **SEC. 404**

The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

### **SEC. 405**

This Order shall become effective thirty days after the date of this Order.

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# **Exhibit 6**



# OHIO CIVIL RIGHTS COMMISSION

*Rec'd 10/25/2021*

Governor Mike DeWine

Commissioners: Lori Barreraś, Chair | J. Rita McNeil Danish | William Patmon, III | Madhu Singh | Charlie Winburn  
Executive Director Angela Phelps-White

October 21, 2021

Date Mailed: October 21, 2021

Dreyon Wynn  
1600 Euclid Avenue, Apt. 1004  
Cleveland, OH 44115

The University of Toledo  
c/o John Elliott, Chief HR Officer  
2801 W. Bancroft Street  
Human Resources, MS 205  
Toledo, OH 43606

## LETTER OF DETERMINATION

Dreyon Wynn v. The University of Toledo  
TOL72(40823)01192021 AMENDED/22A-2021-00822C

### FINDINGS OF FACT:

Charging Party filed a charge of discrimination with the Ohio Civil Rights Commission alleging Respondent engaged in an unlawful discriminatory practice. All jurisdictional requirements for filing a charge have been met.

After receiving the charge, the Commission conducted an investigation into Charging Party's allegation against Respondent. During the investigation, the Commission considered relevant documents and testimony. The information gathered does support a recommendation that Respondent unlawfully discriminated against Charging Party.

Charging Party is African American and has participated in statutorily protected activity. Charging Party was employed by Respondent as the Director of Employee/Labor Relations and HR Compliance from March 25, 2020, until January 26, 2021. Charging Party alleges that he was paid a lower salary than Caucasian co-workers and was denied promotions due to his race. Charging Party also alleges that his office location was moved, and he was terminated due to his race and in retaliation for participating in statutorily protected activity.

Respondent is a public research university in Toledo, Ohio. Respondent employs approximately 5,000 individuals across its campus, including executives, faculty, professionals, and other employees. Respondent denies Charging Party's allegations. Respondent states that Charging Party was properly and fairly paid for his role, that he was denied promotions because he was either not qualified for the position or another applicant was more qualified than Charging Party, that several employees' offices were moved during the reorganization of the department, and that Charging Party was terminated for performance issues.

On March 25, 2020, Respondent hired Charging Party for the position of Director of Employee/Labor Relations and HR Compliance. Charging Party received a yearly salary of \$96,500.00 after negotiations with the Respondent. Information shows that in cases of pay issues, Caucasian employees received higher salaries than African American employees when replacing them in their positions. On average, Caucasians in the Human Resources Department were paid at a higher salary.



Information shows Charging Party's office was moved to a non-secure area and similarly situated Caucasians were not treated in this manner. Information shows that Charging Party's support staff remained in a secure area.

According to Respondent's Policy Number: [REDACTED] Insurance Procedures, "All full time classified and unclassified position openings at the University are posted on the University's Employment Opportunity site located at <http://jobs.utoledo.edu>."

The position of Senior Associate Vice President and Chief Human Resources Officer was filled by John Elliott, Caucasian, on October 5, 2020, and the Executive Director of Talent Strategy and Development position was filled by Melissa Hurst, Caucasian, on October 1, 2020. Neither position was posted. It may be inferred that other personnel were excluded from applying for those positions.

Charging Party applied for the Executive Director of Labor/Employee Relations and HR Compliance position and was one of the three candidates considered by Respondent. The successful candidate was Bethany Ziviski, Caucasian, who was placed into the position on January 11, 2021. Respondent stated that they deemed Ms. Ziviski the strongest candidate because she had broad human resources experience in different functional areas, had previous institutional experience, and possessed a Juris Doctorate degree, which was preferred. Information shows that Charging Party and another African American candidate were demonstrably qualified. Both Charging Party and the other African American candidate had extensive human resource experience. Also, the African American candidate had a Juris Doctorate. Therefore, one or the other should have been the successful candidate. Information shows that one of the four search committee members, Willie McKether, African American, former Vice President of Diversity and Inclusion, indicated that he did not recommend Ms. Ziviski be considered further for the role after her interview. Although Respondent indicated there were no individual notes provided by interviewers, information reveals each member of the search committee had individual interview notes.

Information shows Charging Party was terminated on January 26, 2021, due to performance issues. Respondent identified the following performance issues:

Charging Party scheduled key events – like grievance mediations – without including Respondent's management teams.

Charging Party created acrimonious relations with his internal customers and union representatives with whom he needed to work on grievances and negotiations.

Charging Party failed to properly manage labor grievances.

Information shows Charging Party engaged in statutorily protected activity on October 20, 2020, during a meeting with upper administration, including John Elliott and Jason Toth, Caucasian, Senior Associate Vice President for Administration. Charging Party and Theresa Kovacs, Caucasian, Director of Human Resources Academic and Talent Development, were advising them of a potential discriminatory outcome based on the employment decisions they were making. On January 17, 2021, Charging Party engaged in statutorily protected activity by communicating via email his concerns with management targeting an African American employee in a discriminatory fashion. On January 20, 2021, Charging Party again advised Respondent of an employment decision made by management that appeared discriminatory.

On January 26, 2021, Charging Party was terminated and given a 90-day notice. Similarly situated Caucasian employee, Theresa Kovacs, Director of Human Resources Academic and Talent Development, had several performance issues and was demoted with no change in pay. Another Caucasian manager, Margaret Anton, Associate Manager of Patient Financial Services, was demoted and not terminated.

Information shows that Wendy Davis, African American, Associate Vice President and Chief Human Resources Officer, was given a 90-day termination notice on September 18, 2020. Carolyn Chapman, African American, Director of Human Resources Clinical Operations, was given a 90-day termination notice on October 15, 2020. Witness information reveals past practice for employees in terms of discipline for performance problems has included Performance Improvement Plans, coaching's, and notice of performance issues. Additionally, two other African American employees, Tiffany Murry and Kevin West, resigned from the Human Resources Department. Kevin West at one time worked for the Provost. He was then placed back into Human Resources, reporting to Bethany Ziviski and Matthew Schroeder. Witness information reveals they were making decisions and performing duties Mr. West previously had been responsible for when directly reporting to the Provost.

Respondent's past practice also shows as follows:

Wendy Davis, African American, Associate Vice President and Chief Human Resources Officer, was terminated and replaced by John Elliott, Caucasian.

Carolyn Chapman, African American, Director of Human Resources Clinical Operations, was terminated and replaced by Jennifer Cherry, Caucasian.

Dreyon Wynn (Charging Party), African American, Director of Employee/Labor Relations and HR Compliance, was terminated and replaced by Lisa Simpson, Caucasian.

Since 2019, in terms of employees in upper management and leadership positions, Respondent's EEO data shows that the number of African American employees in upper management positions has decreased from 2019 to 2021. Information supports Respondent terminated African Americans and replaced them with Caucasian employees. African Americans who resigned and/or were terminated, were in key leadership positions.

#### **DECISION:**

The Ohio Civil Rights Commission determines it is **PROBABLE** that Respondent has engaged in an unlawful discriminatory practice in violation of Ohio Revised Code Chapter 4112. Therefore, the Commission hereby orders that this matter be scheduled for **CONCILIATION**.

In accordance with Ohio Revised Code § 4112.05(A) and Ohio Administrative Code § 4112-3-03(C), the Commission invites you to participate in conciliation by informal methods of conference, conciliation and persuasion. Enclosed is a draft of the proposed Conciliation Agreement and Consent Order for your consideration. Brad Adams has been assigned as Conciliator and can be reached by telephone at 419-245-2911 or by email at [brad.adams@civ.ohio.gov](mailto:brad.adams@civ.ohio.gov). **Please contact the Conciliator to discuss the conciliation process.** If the Commission's attempts at conciliation are unsuccessful, a formal complaint will be issued, and the case will be scheduled for a public hearing.

**NOTICE OF RIGHT TO REQUEST RECONSIDERATION:**

Pursuant to Ohio Administrative Code § 4112-3-04, you have the right to request reconsideration of the Commission's determination. The application must be in writing and state specifically the grounds upon which it is based. You must submit the request for reconsideration, along with all additional evidence or supporting documentation, within **TEN (10) days** of the date of mailing of this notice. This request must be sent to the Compliance Department, Ohio Civil Rights Commission, 30 East Broad Street, 5<sup>th</sup> Floor, Columbus, Ohio 43215. Any application for reconsideration received after the ten-day period has expired will be deemed untimely. The Commission's Rules do not permit any employee of the Commission to grant any extension to this ten-day filing period. If you wish to appear before the Commissioners to present oral arguments in support of your request for reconsideration, you must specifically make a request to appear in writing.

**NOTICE OF RIGHT TO WITHDRAW ON A PROBABLE CAUSE DECISION:**

Pursuant to Ohio Revised Code 4112.051, you are hereby notified you have a right to withdraw the charge and file a civil action in any State of Ohio court that has jurisdiction over the matter. Ohio Revised Code 4112.052 and 4112.14 provides that such a civil action must be filed within two years after the date of the alleged discriminatory practice. The time period to file a civil action is tolled during the pendency of the OCRC investigation. You are advised to consult with an attorney to determine with accuracy the date by which a civil action must be filed.

FOR FEDERAL COURT FILINGS: Notices of Right to Sue under federal law will be issued by the EEOC.

FOR THE COMMISSION,

*Inder F. LeVesque*

Inder F. LeVesque  
Toledo Regional Director

cc: **Representative for Charging Party:**

Norman A. Abood, Esq.  
101 Broadcast Building  
136 N. Huron Street  
Toledo, OH 43604-1139

**Representative for Respondent:**

Michael C. Griffaton, Esq.  
Vorys, Sater, Seymour and Pease LLP  
52 East Gay Street  
Columbus, OH 43215



## THE OHIO CIVIL RIGHTS COMMISSION

### CENTRAL OFFICE

Rhodes State Office Building  
30 East Broad Street, 5<sup>th</sup> floor  
Columbus, Ohio 43215  
Telephone: (614) 466-2785  
Toll Free: (888) 278-7101  
TTY: (614) 752-2391  
Fax: (614) 644-8776

### TOLEDO REGIONAL OFFICE

One Government Center  
640 Jackson St., Suite 936  
Toledo, Ohio 43604  
Telephone: (419) 245-2900  
Toll Free: (888) 278-7101  
TTY: (614) 752-2391  
Fax: (419) 245-2668

## CONCILIATION AGREEMENT AND CONSENT ORDER

Charge Number: TOL72(40823)01192021 AMENDED/22A-2021-00822C  
Charging Party: Dreyon Wynn  
Respondent: The University of Toledo

### General Provisions

1. This Conciliation Agreement and Consent Order is made between the Ohio Civil Rights Commission (hereinafter "Commission"); Dreyon Wynn (hereinafter "Charging Party"); The University of Toledo (hereinafter "Respondent") and Respondent's heirs, representatives, officers, agents, employees, successors, or assignees.
2. This Conciliation Agreement and Consent Order is designed to ensure voluntary compliance with the provisions of the Ohio Laws Against Discrimination, as set forth in Ohio Revised Code Chapter 4112.
3. Respondent agrees that there shall be no discrimination of any kind as prohibited by Ohio Revised Code Chapter 4112 and that there shall be no retaliation against any person because he/she has opposed a practice deemed illegal under that chapter or because he/she has filed a charge, testified, assisted, or participated in an investigation, proceeding, or hearing.
4. The Charging Party hereby waives, releases, and agrees not to sue Respondent for any claims arising before the Ohio Civil Rights Commission that were the subject of the above-referenced charge.

### Remedial Action

5. As evidence of a good faith effort to resolve the above-referenced charge, it is agreed:
- a. Dreyon Wynn, Charging Party herein, of 1600 Euclid Avenue, Apt. 1004, Cleveland, OH 44115, will be provided all rights, benefits, privileges and seniority as any other employee, inclusive of any lost benefits and privileges. Said offer shall include, but not be limited to, all persons without regard to race, color, sex, religion, national origin, ancestry, disability, age or military status.
  - b. Respondent shall offer Charging Party the first available position of Director of Employee/Labor Relations and HR Compliance.
  - c. Respondent shall provide any back pay owed to Charging Party plus interest allowable by law until the offer in 5(b) is accepted or rejected.
  - d. Respondent's managers, directors, and all other employees shall attend no less than three (3) hours of suitable Ohio Civil Rights Commission approved training at Respondent's expense with an emphasis placed on race discrimination and retaliation concerning terms and conditions, promotion, and termination within the meaning of Ohio Revised Code Chapter 4112 and Title VII.
  - e. Respondent shall establish (at its own expense) regular training sessions to sensitize supervisory and non-supervisory employees on race discrimination and retaliation concerning terms and conditions, promotion, and termination whenever needed, but no less than once each year. The training shall focus on Ohio Revised Code Chapter 4112 and Title VII.
  - f. In the event of a breach of this agreement, Respondent agrees to pay the Commission, as liquidated damages, the base hourly rate for Commission employee(s) involved in handling the breach, times the hours spent on documented enforcement efforts by said employee(s). Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty.
6. Supporting documentation and proof of compliance with this Conciliation Agreement and Consent Order shall be submitted to Inder F. LeVesque, Toledo Regional Director, Ohio Civil Rights Commission, One Government Center, 640 Jackson Street, Suite 936, Toledo, OH 43604 within 90 days of the signature date of the agreement.

### Enforcement

7. In accordance with the terms of Ohio Revised Code § 4112.06 and Ohio Administrative Code § 4112-3-03(D), this Conciliation Agreement and Consent Order constitutes a final order of the Commission. Respondents agree to be legally bound by this Conciliation Agreement and Consent Order and to waive a public hearing in this matter. See Ohio Adm. Code § 4112-3-10(B)(3).

8. This Conciliation Agreement and Consent Order does not constitute an admission by Respondent of any violation of Ohio Revised Code Chapter 4112.
9. The Commission may investigate whether Respondent has complied (or is complying) with the terms of this Conciliation Agreement and Consent Order. To that end, the Commission may require written reports and/or conduct inspections, examine witnesses, and review and copy pertinent records to determine compliance with the terms contained herein.
10. Respondent agrees that upon its failure to fully comply with the provisions of this Conciliation Agreement and Consent Order the Commission may initiate further action including, but not limited to, the filing of a complaint in the Court of Common Pleas to seek enforcement of the terms and provisions of this Conciliation Agreement and Consent Order and reimbursement for any legal fees and costs incurred in filing such enforcement action.

Signatures to follow on the next page

RESPONDENT (The University of Toledo or Representative)

---

Signature

Printed Name

Date

---

Title

CHARGING PARTY (Dreyon Wynn or Representative)

---

Signature

Printed Name

Date

---

Title

OHIO CIVIL RIGHTS COMMISSION

---

Signature

Printed Name

Date

---

Title