

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

UNITED STATES OF AMERICA	*	CIVIL ACTION
V.	*	NO. 15-1347
COMPASS CAREER MANAGEMENT L.L.C.	*	SECTION: “ ” ()
	*	
	*	
* * * * *		

JOINT MOTION FOR ENTRY OF CONSENT DECREE

The United States of America (“United States”) and Compass Career Management L.L.C., d/b/a Compass Career College (“the College”), hereby jointly move this Court to approve and enter the attached Consent Decree (*see* Exhibit 1) resolving the allegations in the Complaint filed simultaneously today in this matter against the College under the Americans with Disabilities Act of 1990, as amended (“ADA”).

The bases for this Motion are set forth in the accompanying Memorandum. A Proposed Order has also been filed in support of this Motion.

Respectfully submitted this 27th day of April, 2015.

FOR THE UNITED STATES OF AMERICA:

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April 27, 2015
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FOR COMPASS CAREER COLLEGE:

/s/ Glen R. Galbraith
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Hammond, LA 70401

April 23, 2015
Date

**UNITED STATES DISTRICT COURT
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**MEMORANDUM IN SUPPORT OF
JOINT MOTION FOR ENTRY OF CONSENT DECREE**

This brief Memorandum is submitted in support of the accompanying Joint Motion for Entry of Consent Decree. The United States of America (“United States”) and Compass Career Management L.L.C., d/b/a Compass Career College (“the College”), have jointly moved this Court to approve and enter the attached Consent Decree (*see* Exhibit 1) resolving the allegations in the Complaint filed simultaneously today in this matter under the Americans with Disabilities Act of 1990, as amended (“ADA”). The Complaint seeks to enforce the provisions of Title III of the ADA, 42 U.S.C. §§ 12181-89, as amended, and its implementing regulation, 28 C.F.R. Part 36.

After engaging in settlement discussions, and to avoid the burdens of contested litigation, the parties entered into the attached Consent Decree resolving all allegations of the United States’ Complaint. The United States and the College respectfully request that the Court enter the Consent Decree.

Respectfully submitted this 27th day of April, 2015.

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EXHIBIT 1

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

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CONSENT DECREE

Introduction

This matter is before the Court for entry of a Consent Decree agreed upon by the Parties, Plaintiff United States of America and Defendant Compass Career Management L.L.C., d/b/a Compass Career College (“the College”). The United States alleges that the College discriminated against an applicant with HIV (“Applicant”) in violation of the Americans with Disabilities Act of 1990, as amended (“ADA”), 42 U.S.C. §§ 12101 *et seq.* The discrimination underlying this lawsuit includes 1) the College’s alleged denial of the opportunity of the Applicant to participate in or benefit from its goods, services, facilities, privileges, advantages, or accommodations; 2) the College’s alleged use of standards or criteria or methods of administration that have the effect of discriminating on the basis of disability; and 3) the College’s alleged imposition or application of eligibility criteria that screen out, or tend to screen out, an individual with a disability or any class of individuals with disabilities from fully and

equally enjoying the College's goods, services, facilities, privileges, advantages, or accommodations. The College denies any wrongdoing.

This Court has jurisdiction over this action under 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. § 12188. The parties agree that venue is appropriate. The United States and Compass Career College agree that it is in the Parties' best interests, and the United States believes that it is in the public interest, to fully and finally resolve this matter on mutually agreeable terms without resort to protracted litigation. The Parties hereby agree and stipulate to the Court's entry of all aspects of this Consent Decree in resolution of the United States' Complaint against Compass Career College.

Accordingly, the parties hereby AGREE and the Court expressly APPROVES, ENTERS AND ORDERS THE FOLLOWING:

Parties

1. Plaintiff is the United States of America.
2. Defendant is Compass Career Management L.L.C., which does business in the State of Louisiana under the trade name of Compass Career College. The College, located at 42353 Deluxe Plaza in Hammond, Louisiana, is a provider of vocational education and career training, including programs in practical nursing, allied health, and cosmetology.
3. The College is a public accommodation within the meaning of 42 U.S.C. § 12181(7).

Injunctive Relief

4. General Obligations. The College shall comply with the requirements of 42 U.S.C. § 12182 of the ADA and its implementing regulation at 28 C.F.R. Part 36. The ADA prohibits discrimination on the basis of disability, including HIV, in the full and equal enjoyment

of the goods, services, facilities, privileges, advantages, or accommodations of any place of public accommodation. 42 U.S.C. § 12182(a); 28 C.F.R. § 36.201. That mandate includes, but is not limited to, the following:

- a. The College shall not deny an individual on the basis of disability, including HIV, the opportunity to participate in or benefit from its goods, services, facilities, privileges, advantages, or accommodations, pursuant to 42 U.S.C. § 12182(b)(1)(A)(i) and 28 C.F.R. § 36.202;
- b. The College shall not utilize standards or criteria or methods of administration that have the effect of discriminating on the basis of disability, including HIV, pursuant to 42 U.S.C. § 12182(b)(1)(D) and 28 C.F.R. § 36.204; and
- c. The College shall not impose or apply eligibility criteria that screen out, or tend to screen out, an individual with a disability or any class of individuals with disabilities (including HIV) from fully and equally enjoying its goods, services, facilities, privileges, advantages, or accommodations, unless such criteria can be shown to be necessary for the provision of the goods, services, facilities, privileges, advantages, or accommodations being offered, pursuant to 42 U.S.C. § 12182(b)(2)(A)(i) and 28 C.F.R. § 36.301(a).

5. Changes to College Policies and Written Materials. Within ten (10) calendar days of the entry of this Consent Decree, the College shall revise its written materials (including, but not limited to, the School Catalog and the Practical Student Nursing Handbook) and amend its policies as set forth in subparts (a)-(i) of this paragraph, and send the revised written materials to the Department (to the attention of anne.langford@usdoj.gov and elizabeth.johnson@usdoj.gov)

for its review and approval. The College shall adopt and implement the Department's approved written materials within ten (10) calendar days of receipt.

- a. The College shall remove all references in its written materials to a requirement that applicants and/or students be in "good health" and "free of communicable disease."
- b. The College shall not require applicants and students to disclose their HIV status for application or enrollment purposes.
- c. The College shall remove questions at pages 4-5 of the "Physical Exam Form Packet" in use when the Applicant was seeking admission to the College (including, but not limited to, questions on "last menstrual period," "undescended or absent testicle," and questions regarding health conditions of their immediate family members). Instead, the College may only ask admitted students (not applicants) if they need a reasonable modification of College policy in the course of their studies at the College.
- d. The College shall amend its "ADA/Non-Discrimination Policy" (as currently published in the School Catalog) and the "Employee and Student Rights and Responsibilities Americans with Disabilities Act of 1990" statement (as currently published in its Practical Student Nursing Handbook) to add the following text:
"Compass Career College does not discriminate against applicants, students, and/or employees on the basis of disability, including HIV. All applicants, students, and/or employees with disabilities, including HIV, have an equal opportunity to participate in or benefit from the goods, services, facilities, privileges, advantages, or accommodations provided by the College."

- e. The College shall remove from its written materials a prohibition on “retroactive accommodations.”
 - f. The College shall remove from its written materials the following example of an unreasonable modification of policy: “Any request for accommodation that favors the disabled student over a non-disabled student, and otherwise is not provided to **ALL** Compass Career College students” (original emphasis).
 - g. The College shall remove from its written materials the prohibition on changes to “[c]ourse participation and or completion deadlines” as potential reasonable modifications.
 - h. The College shall remove from its written materials the prohibition on additional time as a modification to students in specified settings (including, but not limited to, lab assignments).
 - i. The College shall amend its policies to clarify that individuals may submit requests for reasonable modifications at any time. The College may not require individuals to submit requests five to six weeks prior to the requested modification.
6. Publication/Dissemination of Revised Written Materials. Within five (5) calendar days of the Department’s approval of written materials submitted to the Department pursuant to Paragraph 5, the College shall adopt and implement the approved written materials and policies and shall incorporate all revisions into the online versions of written materials. Within five (5) calendar days of the Department’s approval of written materials submitted pursuant to the previous paragraph, the College shall also incorporate the revisions approved pursuant to

Paragraph 5 in all hard copy versions of those documents that are used and/or distributed for at least the Term of this Consent Decree.

7. Prohibition on Additional Burdens on Applicants or Students with HIV. The College may uniformly inform all applicants to and students in its Practical Nursing Program of any requirements to disclose one's HIV-positive status to the Louisiana State Board of Practical Nurse Examiners. However, the College may not require applicants or students to demonstrate to the College that they have informed the Board. In addition, the College may not impose any additional burdens or requirements on applicants or students with HIV in any of its programs than it does on applicants or students who do not have HIV. This includes, but is not limited to, warning applicants of "hardships" that the College believed that having HIV might cause in earning a degree, earning a degree in a timely and affordable manner, and in becoming employed following graduation.

8. Training. Within forty-five (45) calendar days following the entry of this Consent Decree, the College will develop a training program ("ADA Training") that shall be provided to the individuals identified in this paragraph within ninety (90) calendar days of the entry of this Consent Decree and every year thereafter for the Term of this Consent Decree. The College shall provide ADA Training to 1) all individuals who provide any instruction on College premises to any student of the College and 2) all College administrators, including, but not limited to, all persons involved in providing office/professional support to the College, as follows:

- a. The ADA Training shall address:

- i. the requirements of Title III of the ADA, including the fact that individuals with HIV (such as the College's applicants and students) are covered by the ADA's prohibition on discrimination;
 - ii. a general overview of the terms and obligations of this Consent Decree; the College will provide a copy of the Consent Decree to each training participant;
 - iii. the reporting obligations under Paragraph 9 of this Consent Decree; and
 - iv. the College's nondiscrimination obligations under the ADA, including specifically the "General Obligations" outlined at Paragraph 4 of this Consent Decree as well as the changes to College Materials and/or Policies outlined at Paragraph 5 of this Consent Decree.
- b. The ADA Training shall be conducted by an individual or individuals with substantive knowledge of the ADA and who is/are neither an employee(s) of the College nor involved in the negotiation of this Consent Decree. The ADA Training shall be conducted live, with a group opportunity to pose questions to the individual(s) conducting the training at the conclusion of the training session.
- c. For persons who must receive ADA Training pursuant to this Consent Decree, but who did not receive training on a designated training date required under this Consent Decree (for instance, because they were on leave from the College or because they began their affiliation with the College subsequent to the training date), the College shall provide the ADA Training to such persons within sixty (60) calendar days after the employee's start date with the College in a position

covered by the ADA Training or within sixty (60) calendar days of their return to the College (for instance, from leave).

- d. The College shall send via electronic mail to the Department (to the attention of anne.langford@usdoj.gov and elizabeth.johnson@usdoj.gov or other person specified by the Department) the proposed curriculum for the training, as well as the name(s), qualifications (including resume(s)), and contact information of the individual(s) who will conduct the training, no later than sixty (60) calendar days after the entry of this Consent Decree. The College shall incorporate the Department's proposed changes to the training curriculum.
 - e. For each session of the ADA Training conducted under this Consent Decree (including for each instance of the ADA Training conducted on a non-designated training date pursuant to subsection "c" of this paragraph), the College shall maintain attendance logs reflecting the date of the training, names and titles of attendees, and the attendees' signatures.
9. Reporting.
- a. Initial Regular Report: One hundred-twenty (120) calendar days following the entry of this Consent Decree, the College shall submit a report to the Department confirming its implementation of the policies referenced in Paragraph 5 ("Changes to College Policies and Written Materials"), Paragraph 6 ("Publication/Dissemination of Revised Written Materials"), and Paragraph 7 ("Prohibition on Additional Burdens on Applicants or Students with HIV"), as well as its fulfillment to that date of the requirements of Paragraph 8 ("Training"). The College shall provide the Department with the attendance logs maintained

pursuant to the ADA Training that it will have conducted pursuant to this Consent Decree by the time of the Initial Regular Report.

- b. Subsequent Regular Reports: For the Term of this Consent Decree, every year on the anniversary of the due date of the First Regular Report, the College shall submit a Subsequent Regular Report to the Department regarding its compliance with this Consent Decree. The report shall include, for the period subsequent to its immediately prior report to the Department, the following:
 - i. All dates of the College's ADA Training conducted pursuant to this Consent Decree;
 - ii. All attendance logs associated with the ADA Training conducted pursuant to this Consent Decree; and
 - iii. Its continued fulfillment of the publication/dissemination obligations of Paragraph 5 ("Changes to College Materials and/or Policies") and Paragraph 6 ("Publication/Dissemination of Revised College Materials").
- c. Immediate Reports: During the Term of this Agreement, the College shall notify the United States within ten (10) calendar days of the College's:
 - i. Receipt of an application for admission to any College program by or on behalf of a person with HIV whose HIV status becomes known to the College. Thereafter, the College shall continue to provide to the United States monthly updates regarding each such applicant until the application in question has been finally processed and a decision regarding admission has been communicated to the applicant (which decision shall be reported to the United States no later than ten (10) calendar days after the decision

has been made or five (5) calendar days prior to the start of the College program in question, whichever is earlier). If the decision is not to enroll the applicant, such notification shall include all documents (including, but not limited to, application materials and internal and external email correspondence) relating to the decision not to enroll the individual.

- ii. Decision to disenroll a person with HIV from any of the College's programs. Such notification shall include all documents (including, but not limited to, internal and external email correspondence) relating to the decision to disenroll the person from the College.
- iii. Decision not to make a modification in College policies, practices, or procedures, when requested by or on behalf of an individual with HIV. Such notification shall include all documents (including, but not limited to, internal and external email correspondence) relating to the decision to deny the requested modification.
- iv. Knowledge of any lawsuit, written complaint, charge, or other allegation that the College has engaged in disability-based discrimination and/or violated the ADA with regard to a person (whether an applicant, student, or employee) with HIV. Such notice will include, at a minimum, a description of the nature of the allegation, the name(s) of the individual(s) bringing the allegation, and all documentation possessed by the College relevant to the allegation.

- d. All reports required pursuant to this Agreement shall be delivered to the undersigned counsel via electronic mail at anne.langford@usdoj.gov and

elizabeth.johnson@usdoj.gov, with a copy to jana.erickson@usdoj.gov, or other person specified by the Department.

Monetary Relief

10. Within five (5) calendar days of the College's receipt of the completed release attached hereto as Attachment A, the College agrees to pay and deliver thirty thousand dollars (\$30,000.00) in compensatory damages to the individual discussed in the United States' Complaint in this matter, by check made payable to him in his full legal name as identified in the completed version of Attachment A.

Civil Penalty

11. The College shall issue a check or money order in the amount of five thousand dollars (\$5,000.00), payable to "U.S. Department of Justice – Civil Rights Division" as a civil penalty, pursuant to 42 U.S.C. § 12188(b)(2)(C) and 28 C.F.R. § 36.504(a)(3). Counsel for Defendant shall deliver the check or money order, via Federal Express, to counsel for the United States within five (5) calendar days of the effective date of this Consent Decree. This check shall be sent via overnight courier delivery to: Chief, ATTN: US v. Compass Career College – DJ # 202-32-82, Disability Rights Section, Civil Rights Division, United States Department of Justice, 1425 New York Avenue, NW, 4th Floor, Washington, DC 20005.

Implementation and Enforcement

12. Effective Date. The effective date of this Consent Decree is the date that the Court enters the Consent Decree.

13. Term. The duration of this Consent Decree will be four (4) years from the Effective Date.

14. Retention of Jurisdiction. The Court shall retain continuing jurisdiction for the duration of the Consent Decree to enforce the terms of the Consent Decree. The United States may apply to the Court for such further orders as may be necessary for, or consistent with, the enforcement of this Consent Decree.

15. Non-Waiver. Failure by the United States to enforce any provision of this Consent Decree shall not be construed as a waiver of its right to enforce any provisions of the Consent Decree.

16. Titles. Titles and other headings contained in this Consent Decree are included only for ease of reference and shall have no substantive effect.

17. Severability. If any term of this Consent Decree is determined by any court to be unenforceable, the other terms of this Consent Decree shall nonetheless remain in full force and effect.

18. Binding Nature of Consent Decree. This Consent Decree shall be binding upon the College, its agents and employees.

19. Authority. The signatories represent that they have the authority to bind the respective parties identified below to the terms of this Consent Decree.

20. Entire Agreement. This Consent Decree, including Attachment A, constitutes the entire agreement between the United States and the College on the matters raised herein and no other statement or promise written or oral, made by any party or agents of any party, that is not contained in this written Consent Decree, including its attachments, shall be enforceable.

21. Other Violations. This Consent Decree shall have no impact upon the rights or claims of any other individual not identified in this Consent Decree who has made, or may make, claims against the College for issues discussed herein. This Consent Decree is not intended to

remedy any other potential violations of the ADA or any other law, other than the violations alleged in the United States' Complaint in the above-captioned matter. Nothing in this Consent Decree shall preclude the United States from filing a separate action under the ADA for any alleged violation not covered by this Consent Decree.

22. Continuing Responsibility. This Consent Decree does not affect the College's continuing responsibility to comply with all aspects of the ADA.

SO ORDERED this _____ day of _____, ____.

United States District Judge

By their signatures below, the Parties respectfully consent to the entry of all aspects of this Consent Decree.

Respectfully submitted this 27th day of April, 2015.

FOR THE UNITED STATES OF AMERICA:

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Date

FOR COMPASS CAREER COLLEGE:

/s/ Phillip R. Moore
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April 23, 2015
Date

APPROVED AS TO FORM:

/s/ Glen R. Galbraith
GLEN R. GALBRAITH
Seale & Ross, PLC
200 North Cate Street
Hammond, LA 70401

April 23, 2015
Date

Attachment A

RELEASE OF CLAIMS

For and in consideration of the relief offered by Compass Career Management L.L.C., d/b/a Compass Career College (“Compass Career College” or “the College”) pursuant to the Consent Decree between the United States of America and the College arising out of Department of Justice Investigation No. 202-32-82:

I, _____, the Complainant who initiated Department of Justice Investigation No. 202-32-82, hereby release and forever discharge the College and its current, past, and future officials, employees, and agents, of and from any legal and/or equitable claims arising out of the facts identified in the Complaint and/or Consent Decree related to Department of Justice Investigation No. 202-32-82. As a result, I agree and promise that I will not file any Americans with Disabilities Act-related suit, charge, complaint, proceeding or action at law, in equity, or otherwise in any court, or any other judicial or administrative forum against Compass Career College arising out of the facts identified in the Complaint and/or Consent Decree related to Department of Justice Investigation No. 202-32-82. Excluded from this Release are any rights and claims that cannot be waived by law.

This Release constitutes the entire agreement between myself and Compass Career College, without exception or exclusion.

I acknowledge that a copy of the Consent Decree has been made available to me. By signing this Release, I acknowledge that I have been provided the opportunity to review the same with an attorney of my choosing.

This Release will be considered null and void in the event that Compass Career College fails to deliver to me a check in the amount specified in the Consent Decree within five (5) days of its receipt of this signed Release of Claims.

I HAVE READ THIS RELEASE AND UNDERSTAND THE CONTENTS THEREOF AND I EXECUTE THIS RELEASE OF MY OWN FREE ACT AND DEED.

Date: _____

Complainant’s Signature

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

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PROPOSED ORDER

Upon consideration of the Joint Motion for Entry of Consent Decree, the memorandum in support thereof, and the entire record in this case, it is, this ____ day of _____, 2015,

ORDERED that the Joint Motion for Entry of Consent Decree is hereby GRANTED. By separate action, this Court will enter the Consent Decree resolving this matter.

Date: _____

United States District Judge