

Minute Order Form (06/97)

United States District Court, Northern District of Illinois

Name of Assigned Judge or Magistrate Judge	Matthew F. Kennelly	Sitting Judge if Other than Assigned Judge	
CASE NUMBER	03 C 6364	DATE	7/8/2004
CASE TITLE	EEOC vs. Fifth Third Bank		

[In the following box (a) indicate the party filing the motion, e.g., plaintiff, defendant, 3rd party plaintiff, and (b) state briefly the nature of the motion being presented.]

MOTION:

DOCKET ENTRY:

- (1) Filed motion of [use listing in "Motion" box above.]
- (2) Brief in support of motion due _____.
- (3) Answer brief to motion due _____. Reply to answer brief due _____.
- (4) Ruling/Hearing on _____ set for _____ at _____.
- (5) Status hearing[held/continued to] [set for/re-set for] on _____ set for _____ at _____.
- (6) Pretrial conference[held/continued to] [set for/re-set for] on _____ set for _____ at _____.
- (7) Trial[set for/re-set for] on _____ at _____.
- (8) [Bench/Jury trial] [Hearing] held/continued to _____ at _____.
- (9) This case is dismissed [with/without] prejudice and without costs[by/agreement/pursuant to]
 FRCP4(m) Local Rule 41.1 FRCP41(a)(1) FRCP41(a)(2).
- (10) [Other docket entry] The parties' joint motion for entry of consent decree is granted. Enter Consent decree. Status hearing set to 7/9/04 is vacated. Clerk of Court is directed to terminate all pending motions.
- (11) [For further detail see order attached to the original minute order.]

<input type="checkbox"/>	No notices required, advised in open court.	U.S. DISTRICT COURT CLERK 2004 JUL 13 PM 5:10 Date/time received in central Clerk's Office	number of notices 14	Document Number 49
<input type="checkbox"/>	No notices required.		date docketed JUL 14 2004	
<input type="checkbox"/>	Notices mailed by judge's staff.		docketing deputy initials [Signature]	
<input type="checkbox"/>	Notified counsel by telephone.		date mailed notice	
<input checked="" type="checkbox"/>	Docketing to mail notices.		mailing deputy initials	
<input type="checkbox"/>	Mail AO 450 form.			
<input type="checkbox"/>	Copy to judge/magistrate judge.			
OR courtroom deputy's initials				

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

DOCKETED
JUL 14 2004

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)
)
Plaintiff,)
v.)
)
FIFTH THIRD BANK)
)
Defendant.)

Case No. 03 C 6364
Judge Kennelly

CONSENT DECREE

The Litigation

Plaintiff, Equal Employment Opportunity Commission (hereafter the "EEOC"), filed this action on September 10, 2003, alleging that Defendant Fifth Third Bank ("Fifth Third") discriminated against Charging Party Carrie Collander and a class of employees, in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. ("Title VII"), and § 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981A, by subjecting Collander and a class of women to sexual harassment and different terms and conditions of employment because of their sex (female), which resulted in the constructive discharge of some of the female employees. As a result of the parties having engaged in settlement discussions, the parties have agreed that this action should be finally resolved by entry of this Consent Decree. This Consent Decree is intended to and does fully and finally resolve any and all claims arising out of the Complaint.

Findings

Having examined the terms and provisions of this Consent Decree and based upon the pleadings, records, and stipulations of the parties, this Court finds the following:

- A. This Court has jurisdiction over the subject matter of this action and over the parties.
- B. The terms and provisions of this Consent Decree are fair, adequate, reasonable, equitable and just. The rights of the parties are adequately protected by this Consent Decree.
- C. This Consent Decree conforms with the Federal Rules of Civil Procedure and Title VII. The entry of this Consent Decree will further the objectives of Title VII and will be in the best interest of the parties and the public.
- D. This Consent Decree shall not constitute an admission by any party as to the claims and/or defenses of any other party.
- E. NOW THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

Non-Discrimination

1. In all matters arising from or relating to employment, Fifth Third, its officers agents, employees, successors, and assigns shall not discriminate on the basis of sex.

Non-Retaliation

2. Fifth Third, its officers, agents, employees, successors, and assigns shall not retaliate against, penalize or otherwise prejudice any employee, former employee or applicant for employment because such person has opposed any practice made unlawful by Title VII; filed a Complaint or Charge; testified, assisted, or otherwise participated in any manner in any investigation, proceeding, hearing or litigation under Title VII; asserted any right under this Consent Decree; or otherwise exercised his or her rights under Title VII.

Monetary Relief

3. Fifth Third shall pay to Carrie Collander Spillane and the named class members monetary damages in the sum of \$225,000. After the Consent Decree has been entered and within thirty (30) business days after EEOC has provided to Fifth Third a Release (the form of which is attached as Exhibit A to this Consent Decree) executed by Carrie Collander Spillane and each of the three (3) class members previously identified in this litigation, as well as proof that the attorney's lien, a copy of which is attached hereto as Exhibit C, has been released, Fifth Third shall issue, by certified mail, a check payable to Carrie Collander Spillane in the sum of \$75,000 representing monetary payment for Collander's alleged compensatory damages, and not back and/or front pay. Fifth Third shall issue, by certified mail, checks payable to the three class members in the amounts of \$50,000 each representing monetary payment for their alleged compensatory damages, and not back and/or front pay. Fifth Third shall provide EEOC with copies of each of the checks.

Fifth Third shall issue to Collander Spillane and the three (3) class members an I.R.S. Form 1099 relating to the payments described in this Paragraph Number 3. Collander Spillane and the three (3) class members shall each be responsible for paying any taxes, interest, penalties or other amounts due on the payment being made to her as set forth, above.

Notice Posting

4. Within ten (10) days after the Court's entry of this Consent Decree and for the duration of this Decree, Fifth Third shall continuously post the notice annexed hereto as Exhibit

B at prominent locations frequented by employees at Fifth Third's Wheaton, St. Charles East and Aurora, Illinois facilities. Within ten (10) days after the Consent Decree is entered Fifth Third shall certify in writing to the Chicago District Office of the EEOC that the Notice has been posted, and shall inform the EEOC of the locations where it has been posted.

Record Keeping and Reporting

5. Fifth Third shall maintain all records concerning its implementation of this Consent Decree. Fifth Third shall maintain records of any complaints it receives of sex discrimination at its Wheaton, St. Charles East and Aurora, Illinois facilities, its investigation of such complaints, and any response or action taken thereto.

6. Beginning six (6) months after entry of this Consent Decree and every six (6) months thereafter for the duration of the Consent Decree, Fifth Third shall furnish EEOC with reports reflecting information detailed in the records described in Paragraph 5 of this Consent Decree. Fifth Third's last report will be submitted to EEOC two (2) weeks prior to the date on which the Decree is to expire.

7. For the term of the Consent Decree and upon five (5) business days' notice to Fifth Third, the EEOC, when it has reasonable cause to believe Fifth Third is not in compliance with the terms of this Consent Decree, shall have access to Fifth Third's Wheaton, St. Charles East and/or Aurora, Illinois facilities to review and copy any documents related to determining compliance located at its facilities and to interview any personnel employed by Fifth Third for the purpose of determining Fifth Third's compliance with the terms of this Consent Decree.

Training

8. Prior to entry of this Consent Decree, Fifth Third certified to EEOC all Title VII training conducted to supervisory and management personnel at its Wheaton, St. Charles East and Aurora, Illinois facilities between the date of the filing of this lawsuit (September 10, 2003) and the date of entry of this Consent Decree and submitted to EEOC the materials used in connection with such training. Defendant also certified to EEOC the credentials of the trainer, the name(s) of the person(s) conducting the training, the time(s), duration and date(s) the training was held and a list identifying by name and position all individuals who received the training.

Within sixty (60) days after entry of this Consent Decree, Fifth Third shall arrange for training regarding the requirements of Title VII of all supervisory and management personnel at its Wheaton, St. Charles East and Aurora, Illinois facilities who did not receive such training since the filing of this lawsuit. Fifth Third shall submit to EEOC for approval materials regarding the training session, including the credentials of the trainer, prior to such training. Within five (5) days after the completion of the training described above, Fifth Third will certify to EEOC that the training has been completed, the name(s) of the person(s) conducting the training, the time(s), duration and date(s) the training was held and a list identifying by name and position all individuals who received the training.

Duration of Decree/Retention of Jurisdiction

9. The terms of this Consent Decree shall be in effect (and the Court will retain jurisdiction of this matter to enforce this Decree) for a period of two (2) years from the date on which this Consent Decree is entered, provided, however, that if, at the end of the two (2) year

period, there are disputes that remain unresolved, the term of the Decree shall be automatically extended until such time as all such disputes have been resolved.

Costs and Attorneys' Fees

10. Each party to this action shall bear its own attorney's fees, costs, and expenses.

Dispute Resolution

11. If EEOC has reasonable cause to believe that Fifth Third has violated any of the terms of this Consent Decree, EEOC shall notify Fifth Third in writing and Fifth Third will then have ten (10) business days in which to satisfy EEOC that there has not been a violation or that the violation has been corrected. If, at the expiration of such time period, EEOC has not been so satisfied, then EEOC may immediately apply to the Court for appropriate relief.

12. When this Consent Decree requires the submission by Fifth Third of reports, notices, or other materials to the Commission, such materials shall be mailed to: Fifth Third Settlement, Equal Employment Opportunity Commission, Chicago District Office, Legal Division, 500 West Madison, Suite 2800, Chicago, Illinois 60661.

ENTERED AND APPROVED FOR:

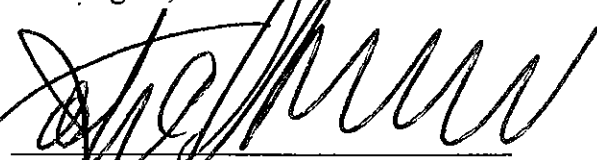
**For the Equal Employment
Opportunity Commission:**

ERIC S. DREIBAND
General Counsel


JAMES LEE
Deputy General Counsel

GWENDOLYN YOUNG REAMS
Associate General Counsel

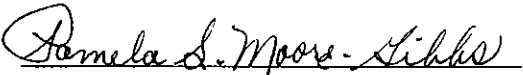
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
1801 L. Street, N.W.
Washington, D.C. 20507



JOHN C. HENDRICKSON
Regional Attorney



Diane I. Smason
Supervisory Trial Attorney



Pamela S. Moore-Gibbs
Trial Attorney

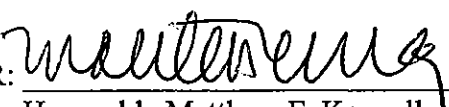
Equal Employment Opportunity Commission
Chicago District Office
500 West Madison Street, Suite 2800
Chicago, Illinois 60661
(312) 886-9120

For Defendant Fifth Third Bank:



Marc Brandt

Date: 7-8-04

ENTER: 

Honorable Matthew F. Kennelly
United States District Judge

EXHIBIT A

RELEASE AGREEMENT

I, _____, for and in consideration of the sum of \$ _____ payable to me pursuant to the terms of the Consent Decree entered by the Court in EEOC v. Fifth Third Bank, Case No. 03 C 6364, on behalf of myself, my heirs, assigns, executors, and agents, do hereby forever release, waive, remise, acquit, and discharge Fifth Third Bank ("Fifth Third"), and all past and present shareholders, officers, agents, employees, and representatives of Fifth Third, as well as all successors and assignees of Fifth Third, from any and all claims and causes of action which I now have or ever have had under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. ("Title VII"), and § 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981A, as a result of or arising from the subject matter and claims which were or which could have been asserted in EEOC v. Fifth Third Bank, Case No. 03 C 6364.

Date

Name

EXHIBIT B

NOTICE TO ALL EMPLOYEES

This Notice is posted pursuant to the Consent Decree entered in July 2004 by the U.S. District Court resolving the lawsuit entitled U. S. Equal Employment Opportunity Commission v. Fifth Third Bank, N.D. Illinois No. 03 C 6364.

The lawsuit was based upon a Charge of Discrimination filed with the Equal Employment Opportunity Commission ("EEOC") by a former employee who alleged that she was discriminated against on the basis of sex (sexual harassment). The EEOC lawsuit alleged that Fifth Third discriminated against the individual and three (3) additional female employees on the basis of sex (sexual harassment) in violation of Title VII of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1991. The EEOC and Fifth Third reached a settlement in the case, and the Court entered a Consent Decree resolving the lawsuit. The Consent Decree shall not constitute an admission by any party as to the claims or defenses of any other party.

Under the terms of the Consent Decree, Fifth Third shall: 1) Not engage in any employment practice which discriminates on the basis of sex; 2) Make a monetary payment to the individual who filed the charge of discrimination and each of the three (3) additional female class members for damages claimed; 3) Provide training to supervisors and managers concerning laws prohibiting employment discrimination; and 4) Maintain certain information relating to employment discrimination complaints and report to the EEOC for two (2) years.

Title VII of the Civil Rights Act of 1964, as amended, prohibits employers from discriminating on the basis of sex, race, color, religion or national origin. The Equal Employment Opportunity Commission is the agency responsible for enforcing Title VII. If you have any complaints of discrimination or questions concerning your rights under Title VII, you may contact the EEOC at the address and phone number given below.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED OR REMOVED

This Notice must remain posted for two (2) years from the date shown below and must not be altered, defaced or covered by any other material. Any complaints of discrimination or questions concerning this Notice or compliance with its provisions may be directed to the Equal Employment Opportunity Commission, 500 West Madison Street, Suite 2800, Chicago, Illinois 60661, (312) 353-2713.

Dated: _____

Honorable Matthew F. Kennelly
United States District Judge

United States District Court, Northern District of Illinois

Name of Assigned Judge or Magistrate Judge	George W. Lindberg	Sitting Judge if Other than Assigned Judge	
CASE NUMBER	04 C 624	DATE	7/12/2004
CASE TITLE	Jonetta Reeves-Smith vs. City of Harvey, et al.		

[In the following box (a) indicate the party filing the motion, e.g., plaintiff, defendant, 3rd party plaintiff, and (b) state briefly the nature of the motion being presented.]

MOTION:

Defendants' motion for entry of a Protective Order

DOCKET ENTRY:

- (1) Filed motion of [use listing in "Motion" box above.]
- (2) Brief in support of motion due _____.
- (3) Answer brief to motion due 7/21/2004. Reply to answer brief due .
- (4) Hearing on Defendants' motion for entry of a Protective Order set for 8/04/2004 at 10:30 A.M.
- (5) Status hearing[held/continued to] [set for/re-set for] on _____ set for _____ at _____.
- (6) Pretrial conference[held/continued to] [set for/re-set for] on _____ set for _____ at _____.
- (7) Trial[set for/re-set for] on _____ at _____.
- (8) [Bench/Jury trial] [Hearing] held/continued to _____ at _____.
- (9) This case is dismissed [with/without] prejudice and without costs[by/agreement/pursuant to]
 FRCP4(m) Local Rule 41.1 FRCP41(a)(1) FRCP41(a)(2).
- (10) [Other docket entry] No reply ordered. No court appearance required on July 14, 2004.
- (11) [For further detail see order (on reverse side of/attached to) the original minute order.]

<input type="checkbox"/> No notices required, advised in open court. <input type="checkbox"/> No notices required. <input type="checkbox"/> Notices mailed by judge's staff. <input type="checkbox"/> Notified counsel by telephone. <input checked="" type="checkbox"/> Docketing to mail notices. <input type="checkbox"/> Mail AO 450 form. <input type="checkbox"/> Copy to judge/magistrate judge.	courtroom deputy's initials SLB	U.S. DISTRICT COURT CLERK 2004 JUL 13 AM 9:17	number of notices	Document Number 19
			JUL 14 2004	
			date docketed	
			doctking deputy initials	
			date mailed notice	
		Date/time received in central Clerk's Office	mailing deputy initials	