

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

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION, et al.,)

Plaintiffs,)

v.)

INSURANCE CAR RENTALS, Inc., d/b/a)
AARON RENT-A-CAR, et al.,)
Defendants.)

No. 98 C 8261

Judge Elaine Bucklo

DOCKETED
JUN 13 2009

CONSENT DECREE

THE LITIGATION

1. Plaintiff Equal Employment Opportunity Commission (the "EEOC") filed this action alleging that beginning on or about December 1996, Defendants, Insurance Car Rentals, Inc., Insurance Car Rentals II, Inc., Insurance Car Rentals III, Inc., Insurance Car Rentals IV, Inc., and International Transportation Concepts, Inc. ("Defendants"), violated Section 703(a) of Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), 42 U.S.C. § 2000e-2(a), by discriminating against John Clark ("Clark"), the Charging Party in the underlying Charge of Discrimination, and a class of Black employees on the basis of race. Specifically, the EEOC alleged that Defendants denied promotions to Black employees, and terminated Clark, due to their race.

2. In the interest of resolving this matter, and as a result of having engaged in comprehensive settlement negotiations, the parties have agreed that this action should be finally resolved by entry of this Consent Decree (hereafter "Decree"). This Decree fully and finally resolves any and all issues and claims arising out of the Complaint filed by the EEOC in this action. Nothing

54

contained in this Decree shall be construed as an admission with respect to any of the claims of the suit, including, but not limited to, the existence of any racial discrimination, the propriety of naming any Defendant other than Insurance Car Rentals III, Inc. and the jurisdiction of the EEOC to maintain the action.

FINDINGS

3. Having carefully examined the terms and provisions of this Decree, and based on the pleadings, record, and stipulations of the parties, the Court finds the following:

a. This Court has jurisdiction of the subject matter of this action and of the parties.

b. The terms of this Decree are adequate, fair, reasonable, equitable, and just. The rights of the parties, the class members, and the public interest are adequately protected by this Decree.

c. This Decree conforms with the Federal Rules of Civil Procedure and Title VII and is not in derogation of the rights or privileges of any person. The entry of this Decree will further the objectives of Title VII and will be in the best interests of the parties, the class members, and the public.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

NON-DISCRIMINATION

4. Defendants, their officers, agents (including management personnel), successors, and assigns are permanently enjoined from discriminating on the basis of race.

5. Within sixty (60) days from the entry of this Decree, Steve Swanson, Bruce Scott and Carol Oppen, will undergo formal training in equal employment opportunity laws and practices. Defendants may choose the training, but the content and the identity of the trainers must be approved

by the EEOC.¹

NON-RETALIATION

6. Defendants, its officers, agents, employees, successors, assigns and all persons acting in concert with it shall not engage in any form of retaliation against any person because such person has opposed any practice made unlawful under Title VII, filed a Charge of Discrimination under Title VII, testified or participated in any manner in any investigation, proceeding, or hearing under Title VII, or asserted any rights under this Decree.

MONETARY RELIEF

7. Defendants shall, on or prior to June 12, 2000, tender to Plaintiff-Intervener John Clark, a certified or cashiers check in the amount of \$60,000.00, made payable to the order of Spesia, Ayers, & Ardaugh and John Clark. On or prior to June 12, 2000, Plaintiff-Intervener John Clark will tender to Defendants a release of claims, the drafting of which shall be determined by private counsel for Clark and by counsel for Defendants, provided, however, that it will not release any claims for non-compliance with the terms of this Consent Decree. Defendant shall be liable for payment to John Clark interest at the rate of one and one half percent (1.5%) per month if the above referenced check is not tendered to Clark at the time indicated in this paragraph.

8. On or before June 12, 2001, Defendants shall tender to Plaintiff-Intervener John Clark, an additional certified or cashiers check in the amount of \$40,000.00, made payable to the order of Spesia, Ayers, & Ardaugh and John Clark. Defendant shall be liable for payment to John Clark interest at the rate of one and one half percent (1.5%) per month if the above referenced check

¹ Carol Opper shall undergo training within 60 days of her becoming medically able to attend such training.

is not tendered to Clark at the time indicated in this paragraph.

9. Within five (5) business days after entry of this Decree, the EEOC will mail to Evetta Stevenson and Andra Reed ("claimants") a copy of the Release Agreement attached as Exhibit A, and a copy of the letter attached as Exhibit B to this Decree.

10. Within five (5) business days after receipt by the EEOC of the signed Release Agreements, the EEOC shall mail the Release Agreements to Defendants.

11. On or before June 12, 2001, Defendant shall tender to its counsel at Quinn, Johnston, Henderson & Pretorius, 227 N.E. Jefferson St., Peoria, IL 61602 ("the firm") a check in the amount of \$10,000.00, which shall be deposited in a client account. On or before June 12, 2001, the firm shall issue and mail by certified mail to Stevenson, a check payable to the order of Evetta Stevenson in the amount of seven thousand five hundred dollars (\$7,500.00), in settlement for damages claimed in this case; and to Reed a check payable to the order of Andra Reed in the amount of two thousand five hundred dollars (\$2,500.00), in settlement for damages claimed in this case. The EEOC shall provide the firm with current addresses for the claimants. In the event that any check is undeliverable, the firm shall so notify the EEOC, in writing, and EEOC shall have thirty (30) days to supply a new mailing address to the firm (to which the firm shall mail the check) or to notify the firm that it cannot locate the class member. Within ten (10) business days of such latter notification, the firm shall issue and mail to that claimant to whom a check was deliverable, by certified mail, a check payable to that claimant in an amount equal to the sum of the check(s) which was undeliverable. In the event that the checks cannot be delivered to either Stevenson or Reed, the proceeds of the settlement which would have been paid to them (\$10,000.00), shall be paid to John Clark.

POSTING OF NOTICE

12. Within five (5) business days after entry of this Decree, Defendants shall post a same-sized copy of the Notice attached as Exhibit C to this Decree at its facilities in Illinois, in a conspicuous location easily accessible to and commonly frequented by employees. The Notice shall remain posted for three (3) years from the date of entry of this Decree. Defendants shall take all reasonable steps to ensure that the posting is not altered, defaced or covered by any other material. Defendants shall certify to the EEOC in writing within ten (10) business days after entry of the Decree that the Notice has been properly posted. Defendants shall permit a representative of the EEOC to enter Defendants' premises for purposes of verifying compliance with this Paragraph at any time during normal business hours without prior notice.

RECORD KEEPING

13. For a period of three (3) years following entry of this Decree, Defendants shall maintain and make available for inspection and copying by the EEOC records (including name, race, age, social security number, address, telephone number) of each person who applies for, or is recruited for, the position of Branch Manager, along with the disposition of the application or recruitment.

14. Defendants shall make all documents or records referred to in Paragraph 13, above, available for inspection and copying within five (5) business days after the EEOC so requests. In addition, Defendants shall make available all persons within its employ whom the EEOC reasonably requests for purposes of verifying compliance with this Decree and shall permit a representative of the EEOC to enter Defendants' premises for such purposes on five (5) business days advance notice by the EEOC.

15. Nothing contained in this Decree shall be construed to limit any obligation

Defendants may otherwise have to maintain records under Title VII or any other law or regulation.

REPORTING

16. Defendants shall furnish to the EEOC the following written reports semi-annually for a period of three (3) years following entry of this Decree. The first report shall be due six (6) months after entry of the Decree. The final report shall be due thirty-sixty (36) months after entry of the Decree. Each such report shall contain:

- a. A summary of the information collected pursuant to Paragraph 14, above, during the preceding six months; and
- b. A certification by Defendants that the Notice required to be posted in Paragraph 12, above, remained posted during the entire six (6) month period preceding the report.

DISPUTE RESOLUTION

17. In the event that either party to this Decree believes that the other party has failed to comply with any provision(s) of the Decree, the complaining party shall notify the other party of the alleged non-compliance and shall afford the alleged non-complying party ten (10) business days to remedy the non-compliance or to satisfy the complaining party that the alleged non-complying party has complied. If the alleged non-complying party has not remedied the alleged non-compliance or satisfied the complaining party that it has complied within ten (10) business days, the complaining party may apply to the Court for appropriate relief.

DURATION OF THE DECREE AND RETENTION OF JURISDICTION

18. All provisions of this Decree shall be in effect (and the Court will retain jurisdiction of this matter to enforce this Decree) for a period of three (3) years immediately following entry of the Decree, provided, however, that if, at the end of the three (3) years period, any disputes under Paragraph 17, above, remain unresolved, the term of the Decree shall be automatically extended (and

the Court will retain jurisdiction of this matter to enforce the Decree) until such time as all such disputes have been resolved.

MISCELLANEOUS PROVISIONS

19. Plaintiff-Intervener, John Clark, filed suit in 98 C 6466 alleging that Defendants Insurance Car Rentals, Inc., Insurance Car Rentals II, Inc., Insurance Car Rentals III, Inc., Insurance Car Rentals IV, Inc., International Transportation Concepts, Inc., Insurance Car Rentals, Inc. d/b/a Aaron Rent-A-Car, Insurance Car Rentals II, Inc. d/b/a Aaron Rent-A-Car, Insurance Car Rentals III, Inc. d/b/a Aaron Rent-A-Car, Insurance Car Rentals IV, Inc d/b/a Aaron Rent-A-Car, and Steve Swanson, violated Section 1981 of the Civil Rights Act by discriminating against Clark because of his race and committed the Illinois tort of retaliatory discharge by terminating Clark because he exercised protected rights under the Illinois Workers Compensation Act. Plaintiff-Intervener, John Clark, agrees to dismiss 98 C 6466 subject to the terms and conditions set forth in this Consent Decree.

20. The terms of this Decree are and shall be binding upon the present and future representatives, agents, directors, officers, assigns, and successors of Defendants.

21. When this Decree requires the submission by Defendants of reports, certifications, notices, or other materials to the EEOC, they shall be mailed to: ICR Settlement, c/o Ethan M. M. Cohen, Trial Attorney, Equal Employment Opportunity Commission, 500 West Madison Street, Suite 2800, Chicago, Illinois, 60661. When this Decree requires submission by the EEOC of materials to Defendants, they shall be mailed to: Mary McDade, Quinn, Johnston, Henderson & Pretorius, 227 N.E. Jefferson St., Peoria, IL 61602.

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

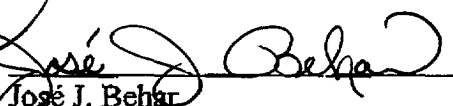
C. Gregory Stewart
General Counsel

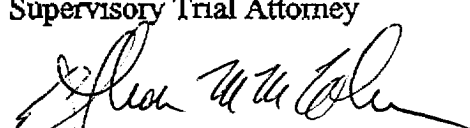
Gwendolyn Young Reams
Associate General Counsel

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

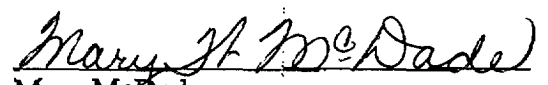
500 West Madison Street, Suite 2800
Chicago, Illinois 60661
(773) 554-7548


John C. Hendrickson
Regional Attorney

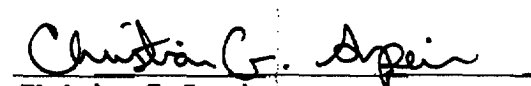

José J. Behar
Supervisory Trial Attorney


Ethan M. M. Cohen
Trial Attorney

For Defendants:


Mary McDade
Quinn, Johnston, Henderson & Pretorius
227 N.E. Jefferson St.
Peoria, IL 61602

For Plaintiff-Intervener:


Christian G. Spesia
Spesia, Ayers & Ardaugh
Two Rialto Square, Suite 200
116 N. Chicago Street
Joliet, Illinois 60432

DATE: 7/12/2000

ENTER: Elaine E. Bucklo

The Honorable Elaine E. Bucklo
United States District Judge

EXHIBIT A**RELEASE AGREEMENT**

I, XXXXXXXX, for and in consideration of the sum of \$XX,000.00, payable to me pursuant to the terms of the Consent Decree entered by the Court in EEOC v. Insurance Car Rentals, Inc., et al., No. 98 C 8261 (N.D. Ill.), on behalf of myself, my heirs, assigns, executors, and agents, do hereby forever release, waive, remise, acquit, and discharge Insurance Car Rentals, Inc., Insurance Car Rentals II, Inc., Insurance Car Rentals III, Inc., Insurance Car Rentals IV, Inc., International Transportation Concepts, Inc. ("Defendants"), and all past and present shareholders, officers, agents, employees, and representatives of Defendants, as well as all successors and assignees of Defendants, from any and all claims and causes of action of any kind which I now have or ever have had under Section 703(a) of Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), 42 U.S.C. § 2000e-2(a), as a result of or arising from the subject matter and claims which were or which could have been asserted in Insurance Car Rentals, Inc., et al., No. 98 C 8261.

Date

XXXXXXXX

EXHIBIT B

_____, 1999

XXXXXXXXXX
XXXXX St.
XXXXXX, XX XXXXXX

Re: Insurance Car Rentals, Inc., et al.
No. 98 C 8261 (N.D. Ill.)

Dear M. XXXXXXX:

A Consent Decree resolving the above-referenced lawsuit was signed by the parties and entered by the Court on _____, 2000. Pursuant to the terms of the Consent Decree, enclosed you will find a copy of a Release to be signed by you.

In order to obtain any monetary relief under the Consent Decree in this case, you must sign the Release and return it to me. Please mail the signed Release to me as soon as possible at the following address:

Ethan M. M. Cohen
Equal Employment Opportunity Commission
500 West Madison Street
Suite 2800
Chicago, Illinois 60661

I have enclosed a pre-addressed envelope for your convenience. You may, of course, wish to make and keep a copy of the signed Release for your own records.

If you have any questions about the Release or cannot sign and return the enclosed documents within ten days, please contact me at (312) 353-7568.

Sincerely,

Ethan M. M. Cohen
Trial Attorney

Encls.

EXHIBIT C**NOTICE TO ALL Defendants EMPLOYEES**

This Notice is being posted pursuant to a Consent Decree entered by the federal court in EEOC v. Insurance Car Rentals, Inc., et al., No. 98 C 8261 (N.D. Ill.), settling a lawsuit filed by the Equal Employment Opportunity Commission ("EEOC") against Defendants Insurance Car Rentals, Inc., Insurance Car Rentals II, Inc., Insurance Car Rentals III, Inc., Insurance Car Rentals IV, Inc., International Transportation Concepts, Inc., ("Defendants").

In its suit, the EEOC alleged that Defendants discriminated against Blacks by failing to promote them to the position of Branch Manager and by terminating one former employee on account of race, in violation of Title VII of the Civil Rights Act of 1964. The Defendants deny these allegations.

To resolve the case, Defendants and the EEOC have entered in to a Consent Decree which requires, among other things, that:


- 1) Defendants will pay monetary damages to three former employees;
- 2) Defendants will not discriminate on the basis of race in the future;
- 3) Defendants will not retaliate against any person because he or she opposed any practice made unlawful by Title VII, filed an Title VII charge of discrimination, participated in any Title VII proceeding, or asserted any rights under the Consent Decree.

The EEOC enforces the federal laws against discrimination in employment on the basis of race, sex, color, religion, national origin, disability, and age. If you believe you have been discriminated against, you may contact the EEOC at (312) 353-8195. The EEOC charges no fees and has employees who speak languages other than English.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This Notice must remain posted for three years from the date below and must not be altered, defaced or covered by any other material. Any questions about this Notice or compliance with its terms may be directed to: ICR Settlement, EEOC 500 West Madison Street, Suite 2800, Chicago, Illinois 60661.

7/12/2000
Date



The Honorable Elaine E. Bucklo
United States District Judge