

of

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

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	
)	Case No. 06 C 5112
Plaintiff,)	
)	
v.)	Judge Filip
)	Magistrate Judge Schenkier
INTEGRITY FINANCIAL SERVICES,)	
)	
Defendant.)	
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CONSENT DECREE

THE LITIGATION

1. Plaintiff Equal Employment Opportunity Commission ("EEOC") filed this action alleging that Defendant Integrity Financial Services ("Integrity" or "Defendant") violated Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. and Title I of the Civil Rights Act of 1991, 42 U.S.C. § 1981a by discriminating against Latonya S. Whittington ("Whittington" or "Charging Party") in that it subjected her to discrimination based on her race, Black, when it unlawfully terminated her employment.

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 EEOC. Neither party admits to any of the claims or defenses raised or asserted by the other in this case, and this Decree shall not be construed as such an admission.

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 EEOC, Integrity, Whittington and the public interest are adequately protected by this Decree.

c. This Decree conforms with the Federal Rules of Civil Procedure, 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, Whittington, and the public.

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

INJUNCTION AGAINST EMPLOYMENT DISCRIMINATION

4. Integrity, its officers, agents, employees, successors, assigns and all persons acting in concert with it are permanently enjoined from discriminating against any employee at its Oak Brook, Illinois facility on the basis of race.

NON-RETALIATION

5. Integrity, its officers, agents, employees, successors, assigns and all persons acting in concert with it are permanently enjoined from engaging 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

6. Integrity shall pay monetary damages totaling \$9,000 to LaTonya S. Whittington.
7. EEOC will mail a copy of the Release Agreement (attached hereto as Exhibit A) to Whittington, who will execute and return the release agreement to EEOC. EEOC will send Integrity the executed release agreement.
8. After receipt by Integrity of the Release Agreement, and no later than July 14, 2007, Integrity shall issue and mail by certified mail to Whittington a cashier's check in the amount set forth above in ¶ 6, representing compensatory damages, from which no withholdings will be made and for which Integrity shall issue a Form 1099. Whittington shall be solely responsible for all tax obligations. EEOC shall provide Defendant with the current address for Whittington. Defendant will also send a copy of the check to EEOC.

POSTING OF NOTICE

9. Within five (5) business days following entry of this Decree, Integrity shall post copies of the Notice (attached hereto as Exhibit B) to this Decree at its facility in Oak Brook, Illinois. Integrity shall post this Notice on the bulletin boards usually used by Integrity for communicating with its employees. The Notice shall remain posted for two (2) years from the date of entry of this Decree. Integrity shall take all reasonable steps to ensure that the posting is not altered, defaced or covered by any other material. Integrity shall certify to EEOC in writing within ten (10) business days after entry of the Decree that the Notice has been properly posted. Integrity shall permit a representative of EEOC to enter Integrity's premises for purposes of verifying compliance with this Paragraph at any time during normal business hours.

RECORD KEEPING

10. Integrity shall maintain and make available for inspection and copying by EEOC records (including names, social security numbers, addresses, and telephone numbers) of each employee who complains of race discrimination. Integrity shall maintain such records whether or not any such report or complaint is made formally or informally, verbally or in writing. Such records shall include the name of the complainant, the date of the report or complaint, what was alleged, the name(s) of any witnesses, what actions, if any, Integrity took to resolve the complaint, and the resolution of the report or complaint.

11. Integrity shall make all documents or records referred to in Paragraph 10 above available for inspection and copying within ten (10) business days after EEOC so requests. In addition, Integrity shall require personnel within its employ whom EEOC reasonably requests for purposes of verifying compliance with this Decree to cooperate with EEOC and to be interviewed.

REPORTING

12. Integrity shall furnish to EEOC the following written reports semi-annually for a period of two (2) years following entry of this Decree. The first report shall be due six (6) months after entry of the Decree. Every additional report shall be due six months after submission of the last report. The final report shall be due twenty-three (23) months after entry of the Decree. Each such report shall contain:

- (a) A summary of the information recorded by Integrity pursuant to Paragraph 10;
- (b) A certification by Integrity that the Notice required to be posted in Paragraph 9, above, remained posted during the entire six (6) month period preceding the report.

TRAINING

13. During each of the two (2) years covered by this Decree, all of Integrity's employees at its Oakbrook, Illinois facility shall participate in an annual training session paid for by Integrity regarding race discrimination and Integrity's policies regarding such discrimination. The training will be conducted by Joan Eagle of the law firm Schwartz Cooper, Chartered, Chicago, Illinois. All current human resources employees who are in any way involved in the operation of Integrity's Oakbrook, Illinois facility shall also participate in such training, and any new human resources employee shall receive such training prior to starting work. The first training shall take place within ninety (90) days of entry of this Decree.

14. Integrity shall certify to EEOC in writing within five (5) business days after the training has occurred that the training has taken place and that the required personnel have attended. Such certification shall include: (i) the date, location and duration of the training; and (ii) a copy of the registry of attendance, which shall include the name of each person in attendance and his/her position at Integrity.

15. Integrity shall also provide EEOC with any and all copies of pamphlets, brochures, outlines or other written material(s) provided to the participants of the training session(s).

DISPUTE RESOLUTION

16. 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

17. 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 two (2) years immediately following entry of the Decree, provided, however, that if, at the end of the two (2) year period, any disputes under ¶16, 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

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

19. The terms of this Decree shall be binding upon the present and future directors, officers, managers, agents, successors and assigns of Defendant. Defendant, and any successor(s) of Defendant, shall provide a copy of this Decree to any organization or person who proposes to acquire or merge with Defendant, or any successor of Defendant, prior to the effectiveness of any such acquisition or merger. This paragraph shall not be deemed to limit any remedies available in the event of any finding by the Court regarding a violation of this Decree.

20. If any provision(s) of the Decree are found to be unlawful, only such provision(s) shall be severed, and the remainder of the Decree shall remain in full force and effect.

21. When this Decree requires the submission by Integrity of reports, certifications, notices, or other materials to EEOC, they shall be mailed to: Integrity Financial Services, Title VII Settlement, Equal Employment Opportunity Commission, 500 West Madison Street, Suite 2800, Chicago, Illinois, 60661. When this Decree requires submission by EEOC of materials to

Integrity, they shall be mailed to: Joan Eagle, Esq., 180 North LaSalle Street, Suite 2700,
Schwartz Cooper, Chartered, Chicago, Illinois 60601.

ENTERED AND APPROVED FOR:

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

RONALD S. COOPER
General Counsel

JAMES LEE
Deputy General Counsel

GWENDOLYN YOUNG REAMS
Associate General Counsel

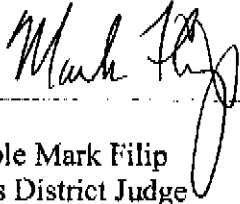
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
500 West Madison Street
Suite 2800
Chicago, Illinois 60661
(312) 353-7259

s/John C. Hendrickson
JOHN C. HENDRICKSON
Regional Attorney

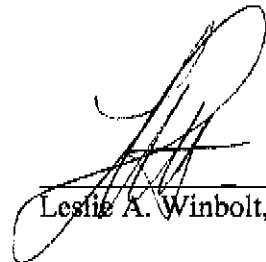
s/Diane Smason
DIANE SMASON
Supervisory Trial Attorney

s/June Wallace Calhoun
JUNE WALLACE CALHOUN
Trial Attorney

DATE: May 29, 2007


ENTER:
The Honorable Mark Filip
United States District Judge

For Integrity Financial Services


Leslie A. Winbolt, President

RECEIVED EEOC

MAY 24 2007

CHICAGO DISTRICT OFFICE

EXHIBIT A
RELEASE AGREEMENT

In consideration for \$ 9,000 paid to me by Integrity Financial Services, in connection with the resolution of EEOC v. Integrity Financial Services, No. 06 C 5112 (N.D. Ill.), I waive my right to recover for any claims of race discrimination under Title VII of the Civil Rights Act of 1964, as amended, that I had against Integrity Financial Services prior to the date of this release and that were included in the claims alleged in EEOC's complaint in EEOC v. Integrity Financial Services, No. 06 C 5112 (N.D. Ill.).

5/18/07
Date

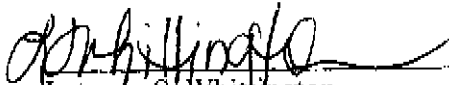

Latonya S. Whittington
2550 Briar Trail Road, Apt. # 302
Schaumburg, IL 60173

EXHIBIT B

NOTICE TO ALL INTEGRITY EMPLOYEES

This Notice is being posted pursuant to a Consent Decree entered by the federal court in EEOC v. Integrity Financial Services, No. 06 C 5112 (N.D. Ill.), resolving a lawsuit filed by the Equal Employment Opportunity Commission ("EEOC") against Integrity Financial Services ("Integrity").

In its suit, EEOC alleged that Integrity unlawfully discharged an employee on the basis of her race, Black, in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. ("Title VII"). Integrity filed an Answer in which it denied the allegations.

To resolve the case, Integrity and EEOC have entered into a Consent Decree which provides, among other things, that:

- 1) Integrity will provide monetary relief to the aggrieved employee;
- 2) Integrity is enjoined from discriminating against any employee on the basis of his/her race.
- 3) Integrity is enjoined from retaliating against any person because (s)he opposed any practice made unlawful by Title VII, filed a Title VII charge of discrimination, participated in any Title VII proceeding, or asserted any rights under the Consent Decree; and
- 4) Integrity will provide mandatory training to employees regarding race discrimination, and Integrity's policies regarding such discrimination.

EEOC enforces the federal laws against discrimination in employment on the basis of race, color, religion, national origin, sex, age or disability. If you believe you have been discriminated against, you may contact EEOC at (312) 353-8195. EEOC charges no fees and has a TTD number.

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

This Notice must remain posted for two (2) 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: Integrity Financial Services, Title VII Settlement, EEOC, 500 West Madison Street, Suite 2800, Chicago, IL 60661.

Date

Judge Mark Filip
United States District Court