

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

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	
)	CASE No. 06-2197
Plaintiff,)	
)	JUDGE KENNELLY
v.)	
)	
TOWN & COUNTRY CREDIT CORP.,)	
)	
Defendant.)	

CONSENT DECREE

THE LITIGATION

1. Plaintiff Equal Employment Opportunity Commission (“EEOC” or “Commission”) filed this action alleging that Defendant Town & Country Credit Corp (“TCCC”) discriminated against Raees Yawer (“Yawer”) on the basis of her age, in violation of The Age Discrimination in Employment Act of 1967, 29 U.S.C. §621 et seq. (“ADEA”), by subjecting her to a hostile work environment and demoting her because of her age (the “EEOC’s Complaint”).

2. In the interest of resolving this matter, and as a result of comprehensive settlement negotiations, the parties have agreed that this action should be finally resolved by entry of this Consent Decree. This Consent Decree fully and finally resolves any and all issues and claims by EEOC arising out of the Complaint filed by the EEOC in this action and EEOC’s Letter of Determination dated January 31, 2005, relating to Charge No. 210 2003 34991, including claims of sex discrimination under Title VII. Nothing in this Consent Decree constitutes an admission nor shall it be construed as an admission by either party as to the claims or defenses of the other. TCCC denies all allegations in the EEOC’s Complaint and the EEOC’s Letter of Determination dated January 31, 2005, relating to Charge No. 210 2003 34991, including claims of sex discrimination under Title VII.

FINDINGS

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

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

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

c. This Consent Decree conforms with the Federal Rules of Civil Procedure and the ADEA and is not in derogation of the rights or privileges of any person. The entry of this Consent Decree will further the objectives of the ADEA and will be in the best interest of the parties and the public.

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

INJUNCTION AGAINST AGE DISCRIMINATION AND RETALIATION

4. TCCC, its officers, agents, employees, assigns, and all other persons, acting in concert with it shall not discriminate on the basis of age.

5. TCCC, its officers, agents, employees, assigns, and all other persons, acting in concert with it shall not engage in any form of unlawful retaliation against any person because such person has opposed any practice made unlawful under the ADEA, filed a Charge of Discrimination under the ADEA, testified or participated in any manner or investigation proceeding, or hearing under the ADEA, or asserted any rights under this decree.

MONETARY RELIEF

6. Defendant shall pay Yawer the aggregate sum of \$70,000 for her claims, inclusive of attorney's fees and costs. The method and timing of the distribution of these funds is subject to a separate agreement between Yawer and Defendant and is not part of this Consent Decree. Yawer has been represented in the negotiation and execution of that separate agreement by her own private counsel who has represented her both in connection with this case and other pending litigation between Yawer and Defendant, and that agreement has never been reviewed or approved by EEOC. Within ten (10) days of distribution of these funds, Defendant shall send to EEOC a copy of the check or checks.

CESSATION OF OPERATIONS

7. TCCC hereby represents and warrants that as of the date hereof it has closed all field operations, has no employees and has ceased conducting business

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and has no present intention to resume mortgage lending operations in the future. In the event that TCCC resumes the conduct of business, TCCC shall be required to take the actions set forth in paragraphs 8 – 13, below. TCCC shall notify the EEOC within thirty (30) days of the date it resumes business.

POSTING OF NOTICE

8. Within ten (10) business days after the entry of this Consent Decree, TCCC shall post a same-size copy of the Notice attached as Exhibit A to this Consent Decree in all its locations where notices to employees and applicants for employment at its facilities are normally posted. The Notice shall remain posted for two (2) years from the date of entry of this Consent Decree. TCCC shall each take all reasonable steps to ensure that its posting is not altered, defaced or covered by any other material. TCCC shall certify to the EEOC in writing within ten (10) days

after entry of this Consent Decree that the copy of the Notice has been properly posted. TCCC shall permit a representative of the EEOC to enter its premises for purposes of verifying compliance with this Paragraph at any time during normal business hours.

9. For a period of two (2) years following the entry of this Consent Decree, TCCC shall maintain and make available for inspection and copying by the EEOC records each complaint of age discrimination (including the name, social security number, address, and telephone number of the complainant, details of the complaint of age discrimination and details of all actions taken in response to the complaint of age discrimination.

10. TCCC shall make all documents or records referred to in paragraph 9, above, available for inspection and copying within ten (10) business days after the EEOC so request. In addition, TCCC shall make available all persons within its employ whom the EEOC request for purposes of verifying compliance with this Consent Decree and shall permit a representative of the EEOC to enter its premises for such purposes.

11. Nothing in this Consent Decree shall be construed to limit any obligation TCCC may otherwise have to maintain records under ADEA or any other law or regulation.

REPORTING

12. TCCC shall furnish to the EEOC the following written reports semi-annually for a period of two (2) years following the entry of this Consent Decree. The first report shall be due six (6) months after the entry of this Consent Decree. The final report shall be due twenty-three (23) months after entry of this Consent Decree. Each such report shall contain (a) the information required to be maintained pursuant to paragraph 9, above, and (b) a certification by TCCC that the Notice required to be posted pursuant to paragraph 8, above, remained posted during the entire six (6) month period preceding the report.

TRAINING

13. TCCC shall provide training on age discrimination to its employees. Within sixty (60) days of the resumption of business, TCCC shall submit a plan to the EEOC to provide training on age discrimination to its employees. EEOC shall have fifteen (15) days to respond. If the parties cannot agree on a training plan the issue will be resolved by the Court.

DISPUTE RESOLUTION

14. In the event that either party to this Consent Decree believes that the other party has failed to comply with any provision(s) of the Consent 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 DECREE AND RETENTION OF JURISDICTION

15. All provisions of this Consent Decree shall be in effect (and the Court shall retain jurisdiction of this matter to enforce this Consent Decree) for a period of two (2) years immediately following entry of this Consent Decree, provided, however, that if, at the end of the two (2) year period, any disputes under paragraph 14, above, remain unresolved, the terms of the Consent Decree shall be automatically extended (and the Court will retain jurisdiction of this matter to enforce the Consent Decree) until such time as all such disputes have been resolved.

MISCELLANEOUS PROVISIONS

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

17. The terms of this Consent Decree are and shall be binding upon the present and future representatives, agents, directors, officers and assigns of TCCC.

18. To the extent the terms of this Consent Decree require the submission by TCCC of reports, certifications, notices, or other materials to the EEOC shall be mailed to: TCCC Settlement, c/o Jeanne Szromba, Equal Employment Opportunity Commission, 500 West Madison Street, Suite 2800, Chicago, IL 60661. When this Consent Decree requires submissions by the EEOC of materials to TCCC they shall be mailed to: Lori Grigg, Human Resources, ACC Capital Holdings Corporation, 1100 Town & Country Road, Orange, CA 92868.

ENTERED AND APPROVED FOR:

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

RONALD 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) 353-7582

JOHN C. HENDRICKSON
Regional Attorney

GREGORY M. GOCHANOUR
Supervisory Trial Attorney

JEANNE B. SZROMBA
Trial Attorney

ENTER:
The Honorable Matthew F. Kennelly
United States District Judge

For TOWN & COUNTRY CREDIT CORP.

MARLENE CAMACHO NOWLIN
Buchalter Nemer
18400 Von Karman Avenue, Suite 800
Irvine, CA 92612-0514

EXHIBIT A

NOTICE TO ALL TCCC EMPLOYEES

This Notice is being posted pursuant to a Consent Decree entered by the federal court in EEOC v. Town & Country Credit Corp., Case No. 06-2197, resolving a lawsuit filed by the Equal Employment Opportunity Commission (“EEOC”) against Town & Country Credit Corp. (“TCCC”).

In its suit, the EEOC alleged that TCCC discriminated against a female TCCC employee because of her age by harassing her and then demoting her. The employee worked for TCCC from approximately September 21, 2000 to June 15, 2004.

To resolve the claims against TCCC, TCCC and the EEOC have entered into a Consent Decree which provides, among other things, that:

- 1) TCCC will pay a monetary settlement to the TCCC employee.
- 2) TCCC will not discriminate on the basis of an employee's age.
- 3) TCCC will not retaliate against any person because (s)he opposed any practice made unlawful by the Age Discrimination in Employment Act (“ADEA”), filed an ADEA charge of discrimination or participated in any ADEA proceeding;
- 4) TCCC will reaffirm and distribute to all TCCC employees a policy against age discrimination and will continue to provide training regarding age discrimination and its policy against age discrimination;

The 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 by TCCC, you may follow the complaint procedure in TCCC's non-discrimination and anti-harassment policy and you may contact the EEOC at (312) 353-8195. The 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 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: TCCC Settlement, EEOC, 500 West Madison Street, Suite 2800, Chicago, IL 60661.

_____ Date
Judge Kennelly