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FILED
U.S. DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION
JAN 11 2017

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

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	
)	
Plaintiff,)	Case No. 03 C 6851
)	
v.)	Judge John W. Darrah
)	
WHITEHALL HOTEL LTD.,)	
WHITEHALL HOTEL RESTAURANT, INC., and)	
WHITEHALL HOTEL LLC.)	
)	
Defendants.)	

AGREED ORDER

This Agreed Order is agreed to by Plaintiff United States Equal Employment Opportunity Commission (“EEOC”), and Defendants Whitehall Hotel, Ltd., Whitehall Hotel Restaurant, Inc., and Whitehall Hotel, LLC (collectively “Whitehall”) and is hereby entered by this Court in final resolution of this matter.

WHEREAS, EEOC filed its Complaint in this action alleging that Whitehall violated Title I of the Americans with Disability Act of 1990 42 U.S.C. §12101, et seq. and Title I of the Civil Rights Act of 1991 (“the ADA”), as set forth in the Complaint;

WHEREAS, Whitehall denies the allegations of the EEOC’s Complaint;

WHEREAS, EEOC and Whitehall have agreed to finally resolve this action through the Court’s entry of this Agreed Order; and

WHEREAS, the EEOC and Whitehall have agreed and stipulate and the Court finds as follows:

A. The terms and provisions of this Agreed Order are adequate, fair, reasonable, equitable, and just, and the rights of the parties, Eric Oden, and the public interest are adequately

protected hereby;

B. This Agreed Order conforms with the Federal Rules of Civil Procedure and the ADA and is not in derogation of the rights and privileges of any person; and

C. Nothing in this Agreed Order should be construed as an admission by any party regarding either liability or non-liability.

NOW THEREFORE, THE COURT ORDERS AS FOLLOWS:

OTHER EEOC ACTIONS BARRED

1. After entry of this Agreed Order by the Court, EEOC shall not initiate any litigation against Whitehall, or any of its subsidiaries, affiliates, units, or divisions, predicated upon or with respect to any claims which could have been brought under the determination made in EEOC Charge Number 210 A1 4962, and the complaints filed in this case, and any such litigation by EEOC shall be barred by this Agreed Order.

RELEASE

2. The executed release of Eric Oden is annexed to this Agreed Order as Exhibit A. In the event that Whitehall were not to provide monetary relief to Eric Oden in the amount and as provided by this Agreed Order, then the release executed shall be automatically deemed void without further act or deed by the Court or any person.

MONETARY RELIEF

3. Within 15 calendar days of the Court's entry of this Agreed Order, Whitehall shall provide \$15,000 (Fifteen Thousand Dollars) in monetary relief, in the aggregate, to Eric Oden. Within said 15 calendar days, Whitehall shall deliver or cause to be delivered to Eric Oden at his home address of 10848 South Parnell, Chicago, Illinois 60628, a check in the

amount of \$15,000 (Fifteen Thousand Dollars). No deductions shall be made from this amount. Whitehall shall issue a Form 1099 for this amount. Contemporaneously with such delivery, Whitehall shall provide a copy of such check to EEOC.

TRAINING

4. Defendants agree to provide training on the requirements of the ADA as follows: Within three (3) months after entry of this Agreed Order, Whitehall shall provide this training to all managers who work in the Whitehall Hotel and/or Restaurant. Within five (5) business days of the occurrence of the training, Whitehall agrees: (i) to provide to EEOC any and all copies of pamphlets, brochures, outlines or other written materials scheduled to be provided to the participants of the training sessions and identify the proposed trainer by providing his or her resume; and (ii) to certify to EEOC in writing that every manager at Whitehall has received the training.

DURATION OF AGREED ORDER AND RETENTION OF JURISDICTION

5. All provisions of this Agreed Order shall be in effect (and the Court will retain jurisdiction to enforce the Agreed Order) for a period of three (3) months from the date of entry of this Agreed Order.

MISCELLANEOUS PROVISIONS

6. Each party to this Agreed Order shall bear its own expenses, costs and attorneys' fees.

7. The terms of this Agreed Order are and shall be binding for a period of three (3) months from the date of entry, upon the present and future representatives, agents, directors, officers, assigns and successors of Whitehall in their capacities as representatives, agents,

directors, officers of Whitehall, and not in their individual capacities.

8. When this Agreed Order requires the submission by Whitehall of notices or other materials to the EEOC, they shall be mailed to: Attn: Jeanne Szromba, Trial Attorney, Equal Employment Opportunity Commission, Chicago District Office, 500 West Madison Street, Suite 2800, Chicago, Illinois 60661. When this Agreed Order requires submission by the EEOC of materials to Whitehall, they shall be mailed to Susan Bogart, 30 N. LaSalle, Suite 2900, Chicago, Illinois 60602.

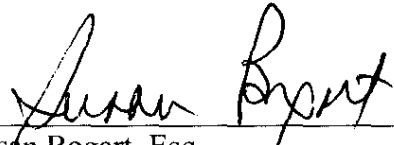
For the EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
1801 L Street, N.W.
Washington, D.C. 20507

Eric Dreiband
General Counsel


James Lee
Deputy General Counsel

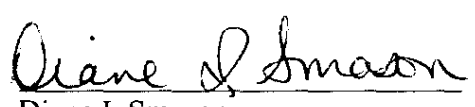
Gwendolyn Young Reams
Associate General Counsel

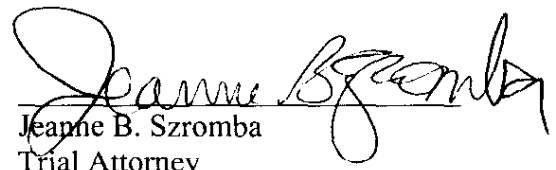
For Whitehall Hotel:

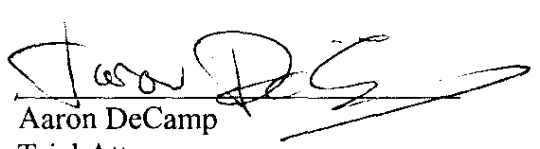

Susan Bogart, Esq.
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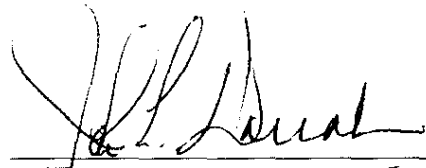
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
500 West Madison Street, Suite 2800
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(312) 353-7588


John C. Hendrickson
Regional Attorney


Diane I. Smason
Supervisory Trial Attorney


Jeanne B. Szromba
Trial Attorney


Aaron DeCamp
Trial Attorney


ENTER: 9-12-05
The Honorable John W. Darrah
United States District Judge

DATE: 9/2/05

EXHIBIT A

RELEASE AGREEMENT

In consideration for \$15,000 paid to Eric Oden by Whitehall Hotel, Ltd., Whitehall Hotel Restaurant, Inc., and Whitehall Hotel, LLC (collectively, "Whitehall"), in connection with the resolution of EEOC v. Whitehall Hotel, Ltd., Whitehall Hotel Restaurant, Inc., and Whitehall Hotel, LLC, No. 03 C 6851 (N.D. Ill.), we, Eric Oden and Dr. Jean Oden, waive our right to recover for any claims of disability discrimination under Title I of the Americans with Disabilities Act of 1990 (the "ADA"), 42 U.S.C. §12101 et seq., that we had against Whitehall prior to the date of this release and that were included in the claims alleged in EEOC's complaint in EEOC v. Whitehall Hotel, Ltd., Whitehall Hotel Restaurant, Inc., and Whitehall Hotel, LLC, No. 03 C 6851.

August 22, 2005
Date

Eric Oden
Eric Oden

Dr. Jean P. Oden, Representative
Dr. Jean Oden
*Authorized by Power of Attorney
dated June 20, 2001. (Attached.)*

KNOW ALL MEN BY THESE PRESENTS

That I, Eric Oden of 10848 South Parnell Avenue of the City of Chicago, County of Cook, State of Illinois, has made, constituted and appointed, and BY THESE PRESENTS do make, constitute and appoint James & Jean Oden, 10848 South Parnell, of the City of Chicago, County of Cook and State of Illinois as my true sufficient and lawful attorneys or representatives in fact to act, manage and conduct all my affairs relative to (1) procuring and coordinating appropriate services from any local, state or federal entity designated by law to provide service to disabled citizens and for that purpose includes the authority to inspect, secure copies of educational records, medical records, or other related records; or (2) to interact with any employment entity, public, private or non-for-profit to inspect or procure copies of my employment records, as well as, assist in determining appropriate accommodations which include the right to have a representative of my choice included in work conferences which most likely could increase anxieties which impact negatively upon my affective disability and prevents me from fairly participating in the conference; and (3) with any entity business, public, private, non-for-profit, federal, state or local agency negotiate discrimination relief, initiate and engage in pre-litigation and/or litigation processes in my name, place and stead and on my behalf, to do and execute any or all necessary acts, deeds and things as fully and in every respect as I might or could do were I personally present or capable of doing.

And, I hereby declare that any act or thing done hereafter by my said attorneys shall be binding on myself, legal and personal representative and assign. This POWER OF ATTORNEY in cases of disability, incompetence or inability to act shall not be affected and I hereby nominate and appoint my herein named attorneys as my legal guardians and release them from posting bond as such.

Eric James Oden
GRANTOR

Adrienne Benas Witness

Jean Oden Witness

State of Illinois
County of Cook

I, Fred Trimuel, a Notary Public in and residing in said county, in the state aforesaid, DO HEREBY CERTIFY that he, Eric Oden is personally known to be the same person whose name he subscribed to the foregoing instrument and acknowledged that he executed the same for the purpose therein contained. In WITNESS WHEREOF, I hereunto set my hand and official seal this 20 of June, A.D., 2008

Fred Trimuel
NOTARY PUBLIC

