

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

U.S. EQUAL EMPLOYMENT)
OPPORTUNITY COMMISSION,)
)
 Plaintiff,)
 and)
)
 LESLIE A. JONES,)
 Plaintiff-Intervenor,)
 v.)
)
 HAMILTON COMMUNICATIONS GROUP,)
)
 Defendant.)
)
)
 Civil Action No. 03 C 6062
 Hon. Judge Gottschall
 Magistrate Judge Keys

CONSENT DECREE

Introduction

1. Plaintiff U.S. Equal Employment Opportunity Commission (the “EEOC” or “Commission”), filed this action alleging that Hamilton Communications Group (“Defendant”), discriminated against Leslie A. Jones (“Jones”), and a class of female employees by subjecting them to sexual harassment, failing to correct a sexually hostile work environment, and subjecting them to constructive discharge, in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.* (“Title VII”), and Title I of the Civil Rights Act of 1991, 42 U.S.C. § 1981a.

2. Neither party admits and each continues to deny any and all claims raised by the other party in this lawsuit.

3. The EEOC and Hamilton Communications Group have agreed, as a result of comprehensive settlement negotiations, to terminate this litigation through the entry of this

Consent Decree, which fully and finally resolves any and all issues and claims arising out of the Complaint filed by EEOC in this action against Hamilton Communications Group.

FINDINGS

4. 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 of 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 Title VII and is not in derogation of the rights or privileges of any person. The entry of this Consent Decree will further the objectives of Title VII and will be in the best interests of the parties and the public.

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

INJUNCTION AGAINST EMPLOYMENT DISCRIMINATION

5. Hamilton Communications Group, its officers, agents, employees, assigns, and all persons acting in concert with it shall not discriminate by engaging in any employment practice which discriminates against any employee at its facility on the basis of their sex.

Hamilton Communications Group, its officers, agents, employees, assigns and all persons acting in concert with it shall not retaliate against any person because that person has opposed any policy or practice made unlawful under Title VII, has filed a charge with EEOC, or because

of the person's participation in or cooperation with, the initiation, investigation, litigation, resolution and/or administration of any case under Title VII or asserted rights under this Consent Decree.

MONETARY RELIEF

6. By January 14, 2005, Hamilton Communications Group shall provide monetary relief in the aggregate amount of \$140,000 as follows: Within ten (10) days of the date Hamilton Communications Group receives the Release Agreements attached hereto as Exhibit A executed by: Deborah Barnett; Melissa Bauer; Amy Blevins; Shanika Bradley; Megan Catanese; Amy Collins; Carmen Fox; Phyllis Lyons; Amy Sargent; and Carmie Stormello. Defendant shall forward to Leslie A. Jones a cashier's or certified check for \$50,000, and Defendant shall forward to each of the other identified class members, a cashier's check as follows: Shanika Bradley \$20,000; Phyllis Lyons \$20,000; Amy Sargent \$10,000; Deborah Barnett \$10,000; Amy Collins \$10,000; Megan Catanese \$4,000; Melissa Bauer \$4,000; Carmen Fox \$4,000; Amy Blevins \$4,000; and Carmie Stormello \$4,000. Defendant will contemporaneously furnish EEOC counsel of record, June Wallace Calhoun, with copies of their cashier's checks by regular mail. By January 14, 2005, Hamilton Communications Group will pay \$50,000 by cashier's or certified check to Leslie A. Jones upon receipt of a separate settlement agreement signed by her and Plaintiff-Intervenor counsel of record, Crystal L. Roberts, Barclay and Dixon, L.P.

POSTING OF NOTICE

7. Within five (5) business days after entry of this Consent Decree, Hamilton Communications Group shall post a same-size copy of the Notice attached as Exhibit B to this Consent Decree in a location at its facility, where notices to employees and applicants for

employment at such facility are normally posted. The Notice shall remain posted until that date which is two (2) years after the date of entry of this Consent Decree. Hamilton Communications Group shall take all reasonable steps to ensure that its posting is not altered, defaced or covered by any other material. Hamilton Communications Group shall certify to the EEOC in writing within ten (10) days after the date of such posting that the copy of the Notice has been properly posted. Hamilton Communications Group 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.

RECORD KEEPING

8 For a period of two (2) years following entry of this Consent Decree, Hamilton Communications Group shall document and maintain and make available for inspection and copying by the EEOC records of each complaint it receives (whether written or oral) alleging that it has discriminated against any female employee on the basis of their sex by subjecting them to sexual harassment, a sexually hostile work environment, and/or constructive discharge at its facility (including the name, social security number, address, and telephone number of the complainant; details of the complaint of Defendant's discrimination on the basis of sex; and details of all actions taken in response to the complaint of Defendant's discrimination on the basis of sex).

9. Hamilton Communications Group shall make all documents or records referred to in paragraph 8, above, available for inspection and copying within five (5) business days after the EEOC so requests in writing. In addition, Hamilton Communications Group shall make available all persons within its employ whom the EEOC requests for purposes of verifying

compliance with this Consent Decree and shall permit a representative of the EEOC to enter its premises for such purposes on five (5) business days advance written notice by the EEOC.

10. Nothing in this Consent Decree shall be construed to limit any obligation Hamilton Communications Group may otherwise have to maintain records under Title VII or any other law or regulation.

REPORTING

11. Hamilton Communications Group shall furnish to the EEOC the following written reports semi-annually for a period of two (2) years following entry of this Consent Decree. The first report shall be due six (6) months after entry of this Consent Decree. The subsequent report shall be due six months thereafter until that date which is two (2) years after the date of entry of this Consent Decree. Each such report shall contain (a) the information required to be maintained pursuant to paragraph 8, above, and (b) a certification by Hamilton Communications Group that the Notice required to be posted pursuant to paragraph 7, above, remained posted during the entire six (6) month period preceding the report.

TRAINING

12. Hamilton Communications Group shall provide training on Title VII to all management employees at its facility within thirty (30) days of the entry of this Consent Decree. Hamilton Communications Group shall thereafter also provide training to all of its new management employees at its facility, such training shall be provided within thirty (30) days of the beginning of their employment. With respect to both of the foregoing, at least 15 days prior to providing the training Hamilton Communications Group shall provide the EEOC with the identification of the trainer, a description of the training, and a copy of any training materials

used. Hamilton Communications Group shall adjust its training to accommodate all reasonable objections of EEOC.

DISPUTE RESOLUTION

13. 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

14. 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 the Consent Decree, provided, however, that if, at the end of the two (2) year period, any disputes under paragraph 13, above, remain unresolved, the term 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

15. Each party to this Consent Decree shall bear its own expenses, costs and attorneys' fees.

16. The terms of this Consent Decree are and shall be binding upon the present and future representatives, agents, directors and assigns of Hamilton Communications Group.

17. When this Consent Decree requires the submission by Hamilton Communications Group of reports, certifications, notices or other materials to the EEOC, they shall be mailed to June Wallace Calhoun, Equal Employment Opportunity Commission, 500 West Madison Street, Suite 2800, Chicago, Illinois 60661. When this Consent Decree requires submission by the EEOC of materials to Hamilton Communications Group they shall be mailed to: (Jim Lee, Owner and Chief Strategy Officer with a copy to Hamilton Communications Group's attorney, Arthur Sternberg, Esq., Fagel Haber, 55 East Monroe Street, 40th Floor, Chicago, Illinois 60603.

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

ERIC S. DREIBAND
General Counsel

JAMES LEE
Deputy General Counsel

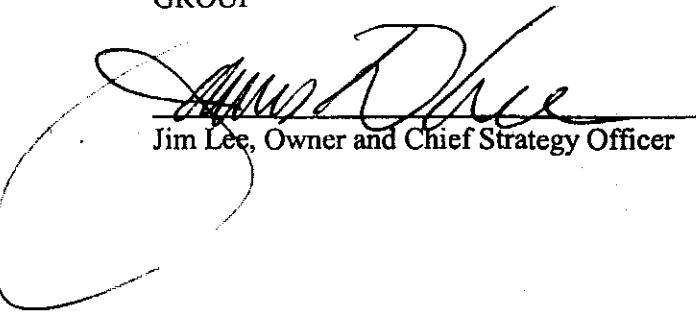
GWENDOLYN REAMS
Associate General Counsel

John C. Hendrickson
Regional Attorney

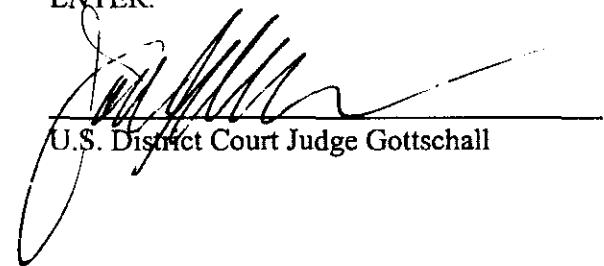
Gregory M. Gochanour
Supervisory Trial Attorney

June Wallace Calhoun
Trial Attorney

For HAMILTON COMMUNICATIONS
GROUP


Jim Lee, Owner and Chief Strategy Officer

ENTER:

A handwritten signature in black ink, appearing to read "J. Gottschall", is written over a horizontal line. Below the line, the text "U.S. District Court Judge Gottschall" is printed in a smaller, standard font.

Dated: 2-3-05

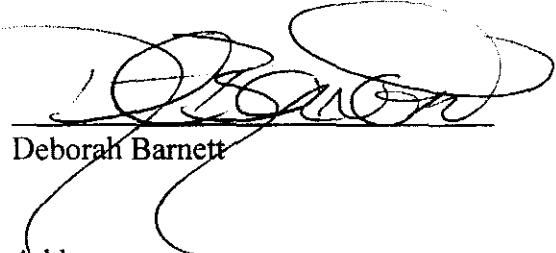
Exhibit A

RELEASE AGREEMENT

DEC 27 2004

I, Deborah Barnett, for and in consideration of the sum of \$10,000 pursuant to the terms of the Consent Decree entered by the Court in EEOC v. Hamilton Communications Group, Inc., 03 C 6062 (N.D. Ill.), on behalf of myself, my heirs, assigns, executors, and agents, do hereby forever release, waive, and discharge Hamilton Communications Group, Inc. and all its past and present shareholders, officers, agents, employees and representatives as well as all successors and assigns of Hamilton Communications Group, Inc., from any and all claims and causes of action of any kind 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 Title I 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. Hamilton Communications Group, Inc., 03 C 6062.

12/17/04
Date


Deborah Barnett

Address:
704 Brier Street
Kenilworth, Illinois 60043

Exhibit A

DEC 20 2004

RELEASE AGREEMENT

Bauer

I, Melissa Bauer, for and in consideration of the sum of \$4,000 pursuant to the terms of the Consent Decree entered by the Court in EEOC v. Hamilton Communications Group, Inc., 03 C 6062 (N.D. Ill.), on behalf of myself, my heirs, assigns, executors, and agents, do hereby forever release, waive, and discharge Hamilton Communications Group, Inc. and all its past and present shareholders, officers, agents, employees and representatives as well as all successors and assigns of Hamilton Communications Group Airlines, Inc., from any and all claims and causes of action of any kind 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 Title I 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. Hamilton Communications Group, Inc., 03 C 6062.

Dec 16, 2004

Date

Melissa Bauer

Melissa Bauer

Address:
480 N. McClurg Ct., #816
Chicago, Illinois 60611

DEC 22 2004

Exhibit A

RELEASE AGREEMENT

I, Amy Blevins, for and in consideration of the sum of \$4,000 pursuant to the terms of the Consent Decree entered by the Court in EEOC v. Hamilton Communications Group, Inc., 03 C 6062 (N.D. Ill.), on behalf of myself, my heirs, assigns, executors, and agents, do hereby forever release, waive, and discharge Hamilton Communications Group, Inc. and all its past and present shareholders, officers, agents, employees and representatives as well as all successors and assigns of Hamilton Communications Group, Inc., from any and all claims and causes of action of any kind 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 Title I 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. Hamilton Communications Group, Inc., 03 C 6062.

12/20/04
Date

Amy C. Blevins
Amy Blevins

Address:
4334 N. Hazel St., #1811
Chicago, Illinois 60613

Exhibit A

RELEASE AGREEMENT



• I, Shanika Bradley, for and in consideration of the sum of \$20,000 pursuant to the terms of the Consent Decree entered by the Court in EEOC v. Hamilton Communications Group, Inc., 03 C 6062 (N.D. Ill.), on behalf of myself, my heirs, assigns, executors, and agents, do hereby forever release, waive, and discharge Hamilton Communications Group, Inc. and all its past and present shareholders, officers, agents, employees and representatives as well as all successors and assigns of Hamilton Communications Group, Inc., from any and all claims and causes of action of any kind 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 Title I 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. Hamilton Communications Group, Inc., 03 C 6062.

December 27, 2004

Date

Shanika Bradley
Shanika Bradley

Address:
10 East Ontario
Unit # 5005
Chicago, Illinois 60611

DEC 21 2004

Exhibit A

RELEASE AGREEMENT

I, Megan Catanese, for and in consideration of the sum of \$4,000 pursuant to the terms of the Consent Decree entered by the Court in EEOC v. Hamilton Communications Group, Inc., 03 C 6062 (N.D. Ill.), on behalf of myself, my heirs, assigns, executors, and agents, do hereby forever release, waive, and discharge Hamilton Communications Group, Inc. and all its past and present shareholders, officers, agents, employees and representatives as well as all successors and assigns of Hamilton Communications Group, Inc., from any and all claims and causes of action of any kind 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 Title I 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. Hamilton Communications Group, Inc., 03 C 6062.

12-17-04
Date

Megan Catanese
Megan Catanese

Address:
3404 N. Bell Ave., #2
Chicago, Illinois 60618

Exhibit A

RELEASE AGREEMENT

I, Amy Collins, for and in consideration of the sum of \$10,000 pursuant to the terms of the Consent Decree entered by the Court in EEOC v. Hamilton Communications Group, Inc., 03 C 6062 (N.D. Ill.), on behalf of myself, my heirs, assigns, executors, and agents, do hereby forever release, waive, and discharge Hamilton Communications Group, Inc. and all its past and present shareholders, officers, agents, employees and representatives as well as all successors and assigns of Hamilton Communications Group, Inc., from any and all claims and causes of action of any kind 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 Title I 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. Hamilton Communications Group, Inc., 03 C 6062.

12/15/04

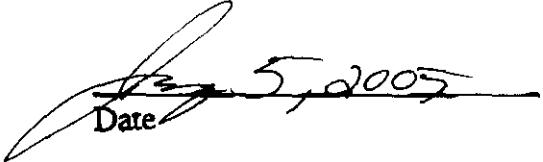
Date


Amy Collins

Address:
3330 N. Lakeshore Dr., #4E
Chicago, Illinois 60657

Exhibit ARELEASE AGREEMENT

I, Carmen Fox, for and in consideration of the sum of \$4,000 pursuant to the terms of the Consent Decree entered by the Court in EEOC v. Hamilton Communications Group, Inc., 03 C 6062 (N.D. Ill.), on behalf of myself, my heirs, assigns, executors, and agents, do hereby forever release, waive, and discharge Hamilton Communications Group, Inc. and all its past and present shareholders, officers, agents, employees and representatives as well as all successors and assigns of Hamilton Communications Group, Inc., from any and all claims and causes of action of any kind 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 Title I 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. Hamilton Communications Group, Inc., 03 C 6062.


Date
Carmen Fox

Address:
366 Rolling Meadows Drive
Ann Arbor, MI 48103

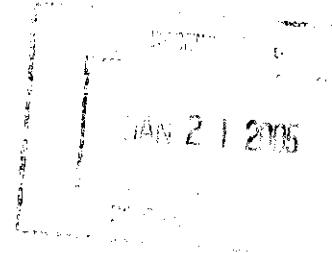


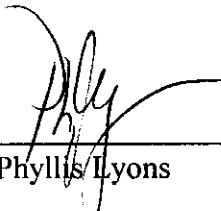
Exhibit A

DEC 22 2004

RELEASE AGREEMENT

I, Phyllis Lyons, for and in consideration of the sum of \$20,000 pursuant to the terms of the Consent Decree entered by the Court in EEOC v. Hamilton Communications Group, Inc., 03 C 6062 (N.D. Ill.), on behalf of myself, my heirs, assigns, executors, and agents, do hereby forever release, waive, and discharge Hamilton Communications Group, Inc. and all its past and present shareholders, officers, agents, employees and representatives as well as all successors and assigns of Hamilton Communications Group, Inc. from any and all claims and causes of action of any kind 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 Title I 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. Hamilton Communications Group, Inc., 03 C 6062.

December 20, 2004
Date


Phyllis Lyons

Address:
19W686 13th Place
Lombard, Illinois 60148

Exhibit ARELEASE AGREEMENT

I, Amy Sargent, for and in consideration of the sum of \$10,000 pursuant to the terms of the Consent Decree entered by the Court in EEOC v. Hamilton Communications Group, Inc., 03 C 6062 (N.D. Ill.), on behalf of myself, my heirs, assigns, executors, and agents, do hereby forever release, waive, and discharge Hamilton Communications Group, Inc. and all its past and present shareholders, officers, agents, employees and representatives as well as all successors and assigns of Hamilton Communications Group, Inc., from any and all claims and causes of action of any kind 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 Title I 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. Hamilton Communications Group, Inc., 03 C 6062.

Jan 8, 2005
Date

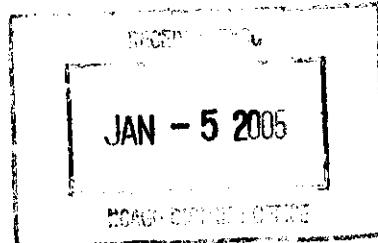
Amy Sargent
Amy Sargent

Address:
3140 West Sunnyside Ave. #2
Chicago, Illinois 60625

9 2005

Exhibit A

RELEASE AGREEMENT



I, Carmie Stormello, for and in consideration of the sum of \$4,000 pursuant to the terms of the Consent Decree entered by the Court in EEOC v. Hamilton Communications Group, Inc., 03 C 6062 (N.D. Ill.), on behalf of myself, my heirs, assigns, executors, and agents, do hereby forever release, waive, and discharge Hamilton Communications Group, Inc. and all its past and present shareholders, officers, agents, employees and representatives as well as all successors and assigns of Hamilton Communications Group, Inc. from any and all claims and causes of action of any kind 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 Title I 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. Hamilton Communications Group, Inc., 03 C 6062.

12/15/04

Date

Giornello

Carmie Stormello

Address:
1310 Ritchie Ct., Unit # 8C
Chicago, Illinois 60610

Exhibit B
NOTICE TO ALL EMPLOYEES AND APPLICANTS OF
HAMILTON COMMUNICATIONS GROUP, INC.

This Notice is being posted pursuant to a Consent Decree entered by the federal court in EEOC v. Hamilton Communications Group, 03 C 6062 (N.D. Illinois), settling a lawsuit filed by the Equal Employment Opportunity Commission ("EEOC").

In its suit, the EEOC alleged that Defendant Hamilton Communications Group ("Defendant") discriminated against a class of female employees on the basis of their sex by subjecting them to sexual harassment, failing to correct the sexually hostile work environment and subjecting them to constructive discharge in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.* ("Title VII") and Title I of the Civil rights Act of 1991, 42 U.S.C. § 1981a.. Defendant denied the EEOC's allegations.

To resolve this lawsuit the parties have entered into a Consent Decree which requires Defendant to:

- 1) provide monetary relief to the employees who claimed to be aggrieved by Defendant's practices;
- 2) not discriminate on the basis of sex or sexual harassment at its Hamilton facility;
- 3) provide periodic reports to the EEOC of any complaints of discrimination on the basis of sex discrimination that it receives;
- 4) provide training to its management employees regarding Title VII of the Civil Rights Act of 1964, as amended.

The EEOC enforces the federal laws against discrimination in employment on the basis of disability, race, color, religion, national origin, sex and age. If you believe you have been discriminated against, you may contact the EEOC at (312) 353-2713. 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 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: **Hamilton Communications Group Settlement, EEOC, 500 West Madison Street, Suite 2800, Chicago, Illinois 60661.**

Dated: _____ **U.S. District Judge Gottschall**