

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

(1) **EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)**

Plaintiff,)

(2) **HERBERT PHILLIP WOODEND,)**

Plaintiff Intervenor,)

v.)

Case No. 03-CV-0657-CVE-PJC

(1) **BANK OF OKLAHOMA, a National)
Banking Association and subsidiary of)
BOK FINANCIAL CORPORATION,)**

an Oklahoma Corporation,)

Defendant.)

CONSENT DECREE

THIS CONSENT DECREE is made and entered into by and between the Equal Employment Opportunity Commission (“EEOC”), and Bank of Oklahoma, (“BOK”) in the United States District Court for the Northern District of Oklahoma, with regard to the EEOC’s Complaint filed on September 24, 2003 (Complaint), in Civil Action No. 03-CV-657-EA. The Complaint is based upon a Charge of Discrimination filed by Herbert Phillip Woodend, Charging Party, against the Defendant employer.

The above-referenced Complaint alleges that the Defendant BOK violated Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991, by subjecting Mr. Woodend, Plaintiff Intervenor, to retaliation for engaging in a protected activity. The Defendant employer denies all of the allegations made in the Complaint filed by EEOC. Mr. Woodend intervened in this action, as permitted by law.

The EEOC, Plaintiff Intervenor and Defendant BOK agree to compromise and settle the differences embodied in the Complaint and intend that the terms and conditions of the compromise and settlement be set forth in this Consent Decree ("Consent Decree").

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows, the Court finds appropriate and therefore, it is ORDERED, ADJUDGED AND DECREED that:

1. This Consent Decree resolves all issues raised in EEOC Charge No. 311A201114. This Decree further resolves all issues in the Complaint filed by the EEOC in this civil action and the Complaint filed by Mr. Woodend. The EEOC and Mr. Woodend waive further claims and/or litigation on all issues raised in the above-referenced Charge and Complaint. The EEOC does not waive processing or litigating charges other than the above-referenced Charge.

2. The parties agree that this Consent Decree does not constitute an admission by BOK of any violation of Title VII or any state law claim alleged by Plaintiff Intervenor. This Consent Decree does not constitute an adjudication and/or finding on the merits of the case, and shall not be used as evidence of liability, res judicata, parent liability or collateral estoppel in any other legal proceeding against Defendant or any of its parent companies, subsidiaries and/or affiliates. The Defendant expressly denies any violation of local, state or federal law, common or statutory, including but not limited to, Title VII of the Civil Rights Act of 1964, as amended or Title I of the Civil Rights Act of 1991.

3. Defendant agrees that it shall conduct all employment practices in a manner which does not subject any employee to discrimination as prohibited by Title VII of the Civil Rights Act of 1964. Defendant further agrees that there shall be no retaliation against any employee because

that person has opposed any practice made unlawful under Title VII, or has filed a charge of discrimination, or has given testimony, assistance, or has participated in any manner in any investigation, proceeding or hearing under Title VII.

4. Defendant agrees to post the Notice appended hereto as Attachment "A" on the employee bulletin board at all Defendant's work sites within ten (10) days after the entry of the Consent Decree. Defendant will report to the EEOC that it has complied with this requirement within 14 days after posting the notice. The notice shall remain posted during the term of the Consent Decree.

5. The Defendant agrees to continue the implementation and notice of its human resources policy and practice relating to discrimination and its complaint procedure for its employees, now in effect, respecting any alleged complaints of discrimination.

6. The Defendant agrees to conduct training for all management and supervisory employees advising them of the requirements and prohibitions of the federal anti discrimination laws with a special emphasis on retaliation, at least once per year during the terms of this Consent Decree. The training will inform the employees of the complaint procedure for individuals who believe they have experienced discrimination. The training will also advise the employees of the consequences of violating the federal anti discrimination laws. The training shall be at least one (1) hour in duration. Defendant agrees to send a letter to the EEOC confirming that the training occurred; the date and location of the training; the name of the person providing the training and the substance of the training.

7. Defendant agrees to remove from all personnel files of Herbert Phillip Woodend all documents, entries and references relating to: the facts and circumstances which led to the filing of

his charge of discrimination; the charge itself; and the complaint filed by the EEOC in federal court based upon his charge.

8. Defendant agrees to pay monetary relief to Mr. Woodend, for all claims, in the sum of two hundred sixty two thousand five hundred and no/100 dollars (\$262,500.00).

9. The payment referenced in paragraph 8, above, shall be made 10 days after the date of entry of the Consent Decree, by cashier's check made payable to Mr. Woodend and his counsel. The check shall be sent by certified mail, return receipt requested or by hand delivery to Mr. Woodend's attorney.

10. All reports to the EEOC required by the Consent Decree shall be sent to Michelle M. Robertson, Sr. Trial Attorney, EEOC, 210 Park Avenue, Suite 1350, Oklahoma City, Oklahoma 73102.

11. Defendant agrees to provide a neutral employment letter of reference for Mr. Woodend which includes the dates of his employment, the last position held, the last salary earned by Mr. Woodend including bonuses and benefits.

12. If Defendant, BOK, fails to tender payment or otherwise fails to timely comply with the terms of paragraphs 8-9 above, Defendant BOK, shall:

- a. Pay interest at the rate calculated pursuant to 26 U.S.C. Section 6621(b) on any untimely or unpaid amounts; and
- b. Bear any additional costs incurred by the EEOC caused by the non-compliance or delay of the Defendant.


13. Neither the EEOC, Mr. Woodend, nor Defendant BOK, shall contest the validity of this Consent Decree nor the jurisdiction of the federal district court to enforce this Consent Decree

and its terms or the right of either party to the Consent Decree to bring an enforcement action upon breach of any term of this Consent Decree by either such party. Nothing in this Decree shall be construed to preclude the EEOC from enforcing this Decree in the event that Defendant BOK, fails to perform the promises and representations contained herein. The EEOC shall be authorized to seek compliance with the Consent Decree through civil action in the United States District Court.

14. The parties to this Consent Decree agree to bear their own costs and attorney's fees associated with the above-referenced Complaint.

15. The term of this Decree shall be for three (3) years from the effective date. The Court shall retain jurisdiction to enforce the terms of this Decree until the expiration of the term of the Consent Decree.

IT IS SO ORDERED AND DECREED this 8th day of March, 2005. Plaintiffs' Unopposed Motion (Dkt. # 130) is hereby **granted**.



CLAIRE V. EAGAN
UNITED STATES DISTRICT JUDGE

APPROVED FOR ENTRY:

FOR PLAINTIFF U.S. E.E.O.C.:

ROBERT CANINO
Regional Attorney
Oklahoma Bar No.

SUZANNE ANDERSON
Supervisory Trial Attorney
Texas Bar No. 14009470

/s/ Michelle M. Robertson

MICHELLE M. ROBERTSON, OBA #14084

Sr. Trial Attorney

**EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION**

Area Office for the State of Oklahoma

210 Park Avenue, Suite 1350

Oklahoma City, Oklahoma 73102

Tel No. 405-231-4363

Fax No. 405-231-4340

FOR PLAINTIFF INTERVENOR:

/s/ Jonathan E. Shook

Jonathan E. Shook, OBA No. 17343

Randall D. Huggins, OBA#17875

SHOOK, HUGGINS & JOHNSON, P.C.

2727 E. 21ST Street, Ste. 310

Tulsa, OK 74114

Tel. No. 918-744-0833

Fax No. 918-293-1133

FOR DEFENDANT BOK:

/s/ J. Patrick Cremin

J. PATRICK CREMIN, OBA#

**HALL, ESTILL, HARDWICK, GABLE,
GOLDEN & NELSON**

320 South Boston Avenue, Suite 400

Tulsa, OK 74103

Tel. No. 918-594-0594

Fax No. 918-594-0505

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Dallas District Office

207 S. Houston Street, 3rd Floor
Dallas, TX 75202-4726
(214) 655-3355
TTY (214) 655-3363
FAX (214) 655-3443

ATTACHMENT A

NOTICE TO ALL EMPLOYEES

This NOTICE is being posted pursuant to a Consent Decree entered in Federal Court between BANK OF OKLAHOMA and the U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC). This NOTICE will be conspicuously posted for a period of three (3) years at this facility and in all places where employment notices are posted. It must not be altered, defaced, or covered by any other material.

POLICY: Discrimination of any kind can and often will detract from employees' job performance, discourage employees from remaining on the job, keep employees from advancing in their careers and lowers overall employee morale and productivity. It is the policy of Bank of Oklahoma that retaliation of any kind as prohibited by federal anti discrimination law is unacceptable conduct and will not be condoned.

PURPOSE: It is the purpose of this policy to reaffirm and amplify the position of Title VII of the Civil Rights Act of 1964, as amended, and the Equal Employment Opportunity Commission's guidelines on retaliation and to reiterate Bank of Oklahoma's policy on discrimination.

SCOPE: This policy extends to all employees of Bank of Oklahoma both management, non-management, and temporary/probationary.

DEFINITION: Title VII prohibits retaliation because allowing such conduct would have a chilling effect upon the willingness of individuals to speak out against employment discrimination, to participate in an internal investigation or to participate in the EEOC process. Retaliation has been defined as taking adverse action against a person who has:

- Opposed any practice made unlawful under Title VII
- Has filed a charge of discrimination
- Has given testimony, assistance, or has participated in any manner in any investigation, proceeding or hearing under Title VII.

Examples of adverse action include but are not limited to the following: Firing a person, denial of a promotion, refusal to hire, denial of job benefits, demotion, suspension, discharge, reprimands, negative evaluations, harassment, negative job references and limiting access to other privileges allowed all employees.

RESPONSIBILITY: Each manager and supervisor has a responsibility to maintain a workplace free of retaliation. Each level of management is responsible for ensuring that all personnel policies, procedure, and activities are in full compliance with applicable federal, state, and local equal employment laws, statutes, rules, and regulations regarding discrimination and retaliation. Employees are expected to read, understand, and follow Bank of Oklahoma's policies against discrimination.

REPORTING PROCEDURES: Any employee who believes that he or she has been subjected to retaliation is expected to report the alleged act as soon as possible to either that person's immediate supervisor, any supervisor or manager with Bank of Oklahoma or to the Human Resources Department. The Human Resources Department

may be contacted at (main office address) _____ or by telephone at _____ . Supervisors and managers who are informed of an alleged incident of discrimination must immediately notify the Human Resources Department.

A person either alternatively, or in addition to reporting such an allegation to company officials, may contact the U.S. Equal Employment Opportunity Commission for the purposes of filing a charge of employment discrimination. The address and telephone number of the U.S. EEOC office is 210 Park Avenue, Suite 1350, Oklahoma City, OK 73102; (405) 231-4911. Information about your rights and how to file a charge is available on the Internet at www.eeoc.gov.

INVESTIGATION OF COMPLAINTS: A complete investigation of each complaint will be undertaken immediately by the Human Resources Department. The investigation may include interview of all employees and supervisors at the facility, the inspection of documents, including personnel records, and full inspection of the premises.

PUNISHMENT FOR VIOLATION: Employees engaged in retaliation as prohibited by Title VII can expect serious disciplinary action. After appropriate investigation, any employee, whether management or non-management, who has been found to have discriminated against another employee will be subject to appropriate sanctions, depending on the circumstances, from a written warning in his or her personnel file up to and including termination of employment.

RETALIATION: There shall be no retaliation against any employee because that person has opposed what they believe to be unlawful employment practices; or has filed a charge of discrimination, or has given testimony, assistance, or has participated in any manner in any investigation, proceeding or hearing under Title VII of the Civil Rights Act of 1964. Bank of Oklahoma will not punish you for reporting discrimination simply because you have made a complaint under the above guidelines.

PROTECTION OF PRIVACY: The question of whether a particular action or incident constitutes gender discrimination requires a determination based on all available facts. Bank of Oklahoma will therefore make a concerted effort to protect the privacy of all personnel. Confidential information will be shared on a need-to-know basis to complete the investigation and to deal appropriately with the situation.

EXCEPTIONS: There are no exceptions to this policy.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE REMOVED OR DEFACED BY ANYONE.
THIS NOTICE WILL BE POSTED FOR A PERIOD OF THREE YEARS.

Signed this _____ day of _____, _____.

Date

Bank of Oklahoma

Date

Donald Stevens, Area Director
Equal Employment Opportunity Commission