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STATE OF INDIANA
CIVIL RIGHTS COMMISSION

DOCKET NO. EMse06060231
EEOC NO. 24F-2006-5097

VICTORIA (GUGE) DENNIS,
Complainant,

v.

FIRST NATIONAL BANK & TRUST and
HARRIS N.A.,
Respondents.

CONSENT AGREEMENT

This Agreement between Victoria (Guge) Dennis (hereinafter called "Complainant") and Harris N.A. (hereinafter called "Respondent")¹, is hereby entered into in full and complete settlement of the complaint filed by Complainant with the Indiana Civil Rights Commission (hereinafter called "the Commission") as Docket No. EMse06060231, and charge filed with the U.S. Equal Opportunity Commission (hereinafter called "the EEOC") under its Charge Number 24F-2006-05097, charging Respondent with unlawful discrimination on the basis of sex in employment.

The parties agree to and do settle the above matter as follows:

1. Complainant and Respondent shall forego their right to a Public Hearing before the Commission and trial before the United States Federal Court system on the issues raised by Complainant's above-referenced complaint and charge. The parties agree to waive their right to a formal determination by the Commission or court of law on matters which were or might have

¹ Harris N.A. purchased the original Respondent First National Bank & Trust after Complainant filed the charge and complaint resolved herein. For ease of reference, this Consent Agreement will refer to only Harris N.A. as the Respondent.

been alleged as charges settled by this Agreement. Furthermore, neither the Commission nor the EEOC waives its right to process any other charges filed against Respondent.

2. Complainant releases and waives any and all claims to remedies except as herein provided and covenants not to sue Respondent or any and all of Respondent's affiliates, including but not limited to the Bank of Montreal, with respect to the matters, actions or circumstances which gave rise to the above-referenced complaint, subject to performance by Respondent of the promises and representations contained herein.

3. The parties acknowledge that execution of this Agreement does not constitute any admission on the part of Respondent that it has violated any law or committed any wrongful acts, nor does it constitute any less belief in the correctness of the complaint filed by Complainant. Such execution only represents the parties' desire to settle and conciliate this matter without the necessity and burdens of a Public Hearing.

4. Respondent agrees that there will be no discrimination or retaliation of any kind against Complainant because of the filing of this complaint with the Commission and charge with the EEOC.

5. Within 10 business days of Respondent's execution of this Consent Agreement, Respondent agrees to deliver to the Commission, as escrow agent for the Complainant, a cashier's check in the amount of Fourteen Thousand Dollars and No Cents (\$14,000.00) payable to Complainant only after entry of this Agreement by the Commission, such amount representing full settlement of any and all damages at issue in relation to the above-referenced complaint and charge. Respondent will issue a separate IRS 1099 form to Complainant for that amount and Complainant agrees that she will be responsible for any and all tax liability that may arise from this payment.

6. By signing this agreement, Respondent verifies that it currently makes available to all of its employees, including management, its policies regarding Equal Employment Opportunity, including Anti-Discrimination, and Anti-Harassment. Additionally, each employee must complete on-line Anti-Harassment training every other year from the date of hire.

7. Respondent will not disclose the contents of Complainant's personnel file, including all references to the complaint and charge herein resolved, the incidents and circumstances which gave rise thereto, and any disciplinary action that was taken as a result thereof, created and maintained by First National Bank & Trust unless ordered to do so by a Court or otherwise required to by law.

8. Within 5 business days after the entry of this Agreement by the Commission, Respondent will provide Complainant, by delivery to the Commission's attorney of record, a letter of recommendation as attached herein and incorporated by reference as "Exhibit A."

Respondent agrees that, in the event any individual makes a formal reference request or inquiry concerning Complainant pursuant to Respondent's official policy for providing references, Respondent shall not include in any official reply, written or verbal, any general adverse references or evaluations of Complainant. Complainant agrees not to provide any prospective employer Respondent's name for the purpose of obtaining any further employment reference. Complainant understands that if any such prospective employer contacts Respondent for a reference, Respondent, or any third-party responsible for providing reference information, may not have record of Complainant's employment with First National Bank & Trust, Complainant's employer at the time her claims arose. Complainant understands and agrees that she won't have any claim or grievance against Respondent as a result of any inability to verify Complainant's employment with First National Bank & Trust.

9. Respondent represents that it is and shall be the continuing policy of Respondent, to make all employment related decisions without regard to the race, color, sex, disability, religion, ancestry or national origin of the individual. This policy of non-discrimination shall encompass all aspects of the employer-employee relationship, including hiring, job assignments, upgrading, promotion, transfer, selection for training, discipline, rates of pay, and all other employment benefits.

10. Respondent has, and/or shall post and maintain, on those bulletin boards normally used to disseminate employee information, all Equal Employment Opportunity notices required to be posted by law.

11. Respondent has, and/or shall include a statement of non-discrimination in all of its employment handbooks distributed to its employees. A copy of that provision is attached and incorporated herein by reference as **Exhibit B**.

12. Complainant agrees to withdraw her complaint against Respondent pending before the Commission, and any other complaint, charge, grievance or action of law regarding the issues herein resolved which she may have filed under Title VII of the Federal Civil Rights Act of 1964, as amended, or filed with the EEOC, or with any other tribunal having jurisdiction. Complainant agrees that this Agreement, when fully executed, shall constitute her request and motion for withdrawal of any such complaint, charge, grievance or action to any such tribunal or agency. Complainant further agrees that this complaint is completely settled and forever resolved to her satisfaction and understands that neither she nor the Commission or any other federal, state or local agency will take any further action on this complaint or go into court on any of the allegations that were contained in the complaint.

COMPLAINANT:

Victoria (Gage) Dennis
Signature of Complainant

Victoria (Gage) Dennis
Type or print name of Complainant

Dennis
v,
Harris
(CA)

STATE OF Indiana)
) SS:
COUNTY OF Marion)

Before me, a Notary Public, in and for said County and State, personally appeared VICTORIA (GAGE) DENNIS, and acknowledged the execution of the foregoing Consent Agreement, this 15th day of September, 2008.

Bradford E. Shockney
Signature of Notary Public

BRADFORD E. SHOCKNEY
Type or print name of Notary Public

County of Residence:

Marion

My Commission Expires:

10-24-2008



BRADFORD E. SHOCKNEY
Resident of Marion County
Commission Expires 10/24/2008
Commission No. 488320

RESPONDENT:

By: [Signature]

VICE PRESIDENT
Title

For: Harris N.A.

STATE OF Illinois)
COUNTY OF Cook) SS:

Before me, a Notary Public in and for said County and State, personally appeared DANIEL KUZNETSKY, the VICE PRESIDENT of HARRIS N.A. and acknowledged the execution of the foregoing Consent Agreement, this 11th day of SEPTEMBER, 2008.

[Signature]
Signature of Notary Public

Felipa Aguirre
Type or print name of Notary Public

County of Residence:

Cook County

My Commission Expires:

1/4/2010

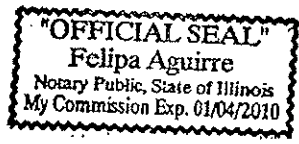


Exhibit A

[To be printed on Harris N.A. letterhead]

[DATE]

Re: Verification of Employment of Victoria (Guge) Dennis

To Whom It May Concern:

Victoria (Guge) Dennis was employed by First National Bank & Trust from February 2002 until May 2006. She held several positions with First National Bank & Trust, the last two being Customer Service Representative and, as of May 2006, Loan Processing Clerk. On her annual reviews given by First National Bank & Trust, Ms. Dennis received scores of at least satisfactory.

Sincerely,

Alberta Napolitano
Assistant Vice President,
Employee Relations
Harris N.A.

Exhibit B

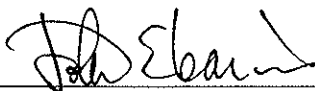
Equal Employment Opportunity and Affirmative Action

As an equal opportunity employer, the Bank maintains an environment where all individuals are treated according to our Corporate Values. The Bank makes every effort to provide a workplace where employees have an equal opportunity to utilize and develop their skills and career goals. As such, it is Bank policy not to discriminate based on race, color, national origin, religion, sex, sexual orientation, marital status, age, military status, disability or any other status protected by law. Any employee in violation of this policy is subject to corrective action up to and including termination.

Working to ensure that equal employment opportunity is a workplace reality, the Bank complies with applicable federal, state and local nondiscrimination laws and seeks to ensure that equal employment opportunity is provided in recruitment, hiring, transfers, promotions, corrective action, salary administration, training, benefits, Bank-sponsored social and recreational activities and all other terms and conditions of employment. As well, the Bank maintains Affirmative Action Programs (AAPs) for minorities and women; individuals with disabilities; special disabled veterans; and veterans of the Vietnam era or veterans of U.S. conflicts. As part of its AAPs, the Bank works to attain affirmative action goals to ensure that equal employment opportunity is a reality in the workplace.

The Bank takes seriously complaints of discrimination in violation of this policy. If you believe you have been discriminated against, you should discuss the matter with your manager or an Employee Relations Representative. Complaints will be investigated in a confidential manner, and no information regarding any complaints will be included in your HR employee file.

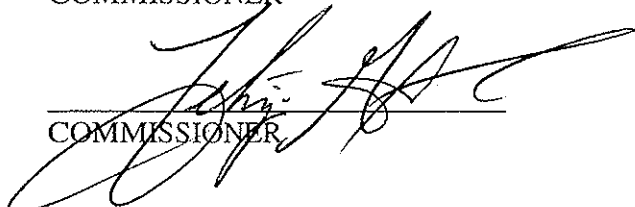
The foregoing Consent Agreement has been signed and entered as record before the Indiana Civil Rights Commission, this _____ day of _____, 20____.




COMMISSIONER



COMMISSIONER



COMMISSIONER



COMMISSIONER

To be served either personally or by United States Mail, first class, postage pre-paid, upon the following parties and attorneys:

Victoria Dennis
909 James Drive
Kokomo, IN 46902

Harris N.A.
101 W. Sycamore Street
Indianapolis, IN 46902

HALL, RENDER, KILLIAN, HEATH &
LYMAN, P.C.

By: Stephen W. Lyman, Esq. and
Robin M. Lybolt, Esq.
One American Square, Suite 2000
Box 82064
Indianapolis, IN 46282

Michael C. Healy
Staff Counsel
Indiana Civil Rights Commission
100 N. Senate Avenue, Room N103
Indianapolis, IN 46204