

Minute Order Form (06/97)

United States District Court, Northern District of Illinois

Name of Assigned Judge or Magistrate Judge	Joan B. Gottschall	Sitting Judge if Other than Assigned Judge	
CASE NUMBER	01 C 4542	DATE	5/22/2002
CASE TITLE	Isom-McDaniel, et al vs. Bob Watson Chevrolet, Inc.		

[In the following box (a) indicate the party filing the motion, e.g., plaintiff, defendant, 3rd party plaintiff, and (b) state briefly the nature of the motion being presented.]

MOTION:

DOCKET ENTRY:

- (1) Filed motion of [use listing in "Motion" box above.]
- (2) Brief in support of motion due _____.
- (3) Answer brief to motion due _____. Reply to answer brief due _____.
- (4) Ruling/Hearing on _____ set for _____ at _____.
- (5) Status hearing[held/continued to] [set for/re-set for] on _____ set for _____ at _____.
- (6) Pretrial conference[held/continued to] [set for/re-set for] on _____ set for _____ at _____.
- (7) Trial[set for/re-set for] on _____ at _____.
- (8) [Bench/Jury trial] [Hearing] held/continued to _____ at _____.
- (9) This case is dismissed [with/without] prejudice and without costs[by/agreement/pursuant to]
 FRCP4(m) General Rule 21 FRCP41(a)(1) FRCP41(a)(2).
- (10) [Other docket entry] **Fairness Hearing Held. Enter Final Order, Judgment and Decree Approving Settlement. The Court dismisses this action in its entirety with prejudice. This Court retains jurisdiction of and over this action to enforce compliance with any of its terms, to interpret any terms, and to modify dates established hereunder for good cause shown. In the event that plaintiffs establish that the Defendant has failed to comply with this Agreement, this Court may enforce any non-compliance wit this Agreement with any appropriate legal or equitable remedy and shall award the Class its reasonable attorneys' fees and costs.**
- (11) [For further detail see order attached to the original minute order.]

<input type="checkbox"/>	No notices required, advised in open court.	U.S. DISTRICT COURT NORTHERN DISTRICT OF ILLINOIS CHICAGO, ILLINOIS MAY 23 11:55 AM '02		Document Number 19
<input type="checkbox"/>	No notices required.		number of notices	
<input type="checkbox"/>	Notices mailed by judge's staff.		MAY 28 2002 <small>time docketed</small>	
<input type="checkbox"/>	Notified counsel by telephone.		S.B. docketing deputy initials	
<input checked="" type="checkbox"/>	Docketing to mail notices.		date mailed notice	
<input type="checkbox"/>	Mail AO 450 form.		mailing deputy initials	
<input type="checkbox"/>	Copy to judge/magistrate judge.			
RJ	courtroom deputy's initials	Date/time received in central Clerk's Office		

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

LATASHA ISOM-McDANIEL,)
APRIL GALVIN, DARNETTA)
CALHOUN, for themselves)
individually and on behalf of all)
similarly situated members of their class,)
)
Plaintiffs)
v.)
)
BOB WATSON CHEVROLET, INC.,)
an Illinois corporation,)
)
Defendant.)

No. 01 C 4542

Judge Joan B. Gottschall
Magistrate Judge Ian Levin

DOCKETED
MAY 28 2002

FINAL ORDER, JUDGMENT AND DECREE APPROVING SETTLEMENT

This matter comes before the Court under the application of the parties, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, for approval of the parties' Settlement Agreement, with accompanying exhibits (the "Settlement Agreement"), relating to the above-captioned class action. The Court previously entered an Order Granting Preliminary Approval of the Settlement, providing Notice to the Class and Scheduling a Final Hearing. The Court has considered all papers filed and proceedings herein, and is otherwise fully informed in the premises. Based on good cause, it is hereby ordered, adjudged and decreed as follows.

1. **Jurisdiction.** This Court has jurisdiction over the subject matter of this litigation, all actions within this litigation and all parties to this litigation.
2. **Notice.** Notice to Class Members has been made in accordance with the Order dated March 6, 2002, meets the requirements of Rule 23(e) of the Federal Rules of Civil Procedure and was the best notice practicable under the circumstances.

19

3. **Settlement Class**

The Court certifies a settlement class consisting of all non-management female workers Bob Watson Chevrolet, Inc., whether permanent or temporary, who worked at defendant as used car salespeople, in the phone room, as credit specialists, Internet specialists or at the switchboard for two weeks or more anytime between August 14, 1999 and November 9, 2001. Excluded from the Settlement Class are female workers related by blood or marriage to members of management, or female workers (of whom there is only one known to exist) who previously signed sworn statements denying having been sexually harassed. Class Members are identified by name in Exhibit 1, attached hereto. This list is conclusive as to class membership, supersedes any prior lists of class membership, and expressly omits those who, despite being eligible to be a member of the Settlement Class, have elected to opt out of class membership.

4. **Opt-outs**. Any person who has timely elected to opt out of the Settlement Class will not be bound by or the beneficiary of any of the terms of the Settlement Agreement or this Order. Such persons, if any, are named in Exhibit 2, attached hereto.

5. **Objections**. No objections to the Settlement Agreement have been filed with the Court, or any objections received have been overruled for reasons stated in open court.

6. **Fairness, Reasonableness and Adequacy of Settlement**. This Court hereby approves the settlement set forth in the Settlement Agreement and finds that it is, in all respects, fair, reasonable and adequate to the Settlement Class in accordance with Rule 23(e) of the Federal Rules of Civil Procedure. The Court hereby directs the implementation of the Settlement Agreement in accordance with its terms and provisions. The Court further finds that the Settlement Agreement has been entered into and made in good faith and through arms' length

negotiations. The Defendant and its successors and assigns, agents, managers and employees and all persons acting for it shall abide by and implement the Settlement Agreement.

7. **Payments to Class Members**

Defendant shall pay to each Class Member who has submitted a timely Claim Form or timely objection (which has been overruled by the Court) the sum of \$3,000.00. Payment is deemed to reflect compensatory damages to each class member for the allegedly sexually hostile work environment, and not back pay or front pay. Defendant shall not withhold any taxes from the payment. The list of timely claimants is attached hereto as Exhibit 3.

8. **Additional Payments to Named Plaintiffs**

Defendant shall pay to each Named Plaintiff, in addition to payments due under paragraph 7, an additional sum of \$6,000 reflecting compensatory damages for their other, individual claims brought in this action. Furthermore, Defendant shall pay to each Named Plaintiff a further sum of \$6,000 as an incentive award for preserving and prosecuting the class claims for the allegedly sexually hostile work environment. Thus, Defendant shall pay to each Named Plaintiff, in total, \$15,000.00. Defendant shall not withhold any taxes from these payments.

9. **Injunctive Relief: Company Reforms**

- a. The Defendant will revise its personnel manuals to include a new anti-harassment policy, attached hereto as Exhibit 3. Personnel manuals will be distributed to all current permanent and temporary employees immediately upon the Court's Final Approval of this Agreement. As to workers who begin their work at Defendant thereafter, personnel manuals

will be distributed to those workers on their first day of work. If the anti-harassment policy is revised over time to reflect new or additional people to whom harassment may be reported, the policy will be re-distributed to all employees immediately after revision. At all times, Defendant is required to enforce and to adhere to its anti-harassment policy, and the personnel manual and anti-harassment policy shall state so explicitly. The revised personnel manual and anti-harassment policy shall be provided to Class Counsel upon the Court's Final Approval of this Agreement.

b. At Defendant's expense and on Defendant's company time, all employees of Defendant (whether temporary or permanent, and whether management level or staff), shall complete the customized, computer-based training regarding harassment in the workplace in the format developed by ComplyAmerica, a sample of which is viewable at www.complyamerica.com.

- (1) As to current employees, training shall be completed within eight weeks of the date of this Final Order.
- (2) As to workers who begin work at Defendant after the date of this Final Order, training shall be completed within seven calendar days of their first day of work with Defendant (the "initial training").
- (3) On or about June 1 of every year beginning in the year 2003, each then-current worker shall retake and re-complete the computer-

based training unless the employee completed the employee's initial training on or after January 1 of that year.

- (4) The computer-based training shall ask and allow employees to report any harassment of which they are aware by way of either (a) a readily available, confidential hard-copy submission from a company-supplied form, or (b) an electronic submission.
- (5) Defendant shall maintain access to the records documenting each employee's completion of her or his training.

- c. All managers of defendant shall attend a training session on the subject of avoiding harassment in the workplace. The training shall be conducted by representatives of the United States Equal Employment Opportunity Commission, on the Defendant's worksite and at the Defendant's expense, and shall last at least two hours. The training shall be videotaped and the videotape shall be viewed by any manager hired after the date of the training (to the extent permitted by the EEOC). This training shall occur within three months of Court's Final Approval of this Agreement.

Defendant shall retain records demonstrating each manager's attendance at the training or videotape viewing.

- d. Once every three months for a period of three years following the date of Court approval of this Agreement, the Defendant shall certify in writing its compliance with the above reforms by a document signed by the company owner and its counsel and filed in this Court and served on Class Counsel.

The form of the document is attached hereto as Exhibit 4. Class Counsel shall have the right to request and receive documentation supporting the certification of compliance. Any certification by defendant known to be false shall be deemed a violation of this Agreement. If the defendant has not been found by the Court to be in violation of the provisions of this paragraph 9 for a period of three years from the date of Final Approval of this Settlement Agreement, then subparagraphs (b)-(d) of this paragraph 9 shall no longer have effect.

- e. The Defendant agrees not to retaliate in any way against any Class Member for their membership in the Class, or for making Claims hereunder.

10. **Procedure After Entry of This Order**

Defendant shall mail the required payments to Class Members by certified mail, return receipt requested within two weeks of the entry of this Order to the addresses supplied by Class Members on their Claim forms. Defendant shall provide proof to Class Counsel within two weeks of Final Approval that it mailed the appropriate checks to each Class Member making a timely claim.

11. **Attorneys' Fees.**

The Court approves the petition for attorneys' fees and expenses. Defendant shall pay the Chicago Lawyers' Committee for Civil Rights Under Law, Inc., 100 North LaSalle Street, Chicago, IL 60602, \$55,000.00 within two weeks of the entry of this Order.

12. **Dismissal with Prejudice**

The Court dismisses this action in its entirety with prejudice, subject to paragraph 16.

13. **Release by Class Members**

All Absent Class Members (other than those opting out of the Class), for and in consideration of the payments made by Defendant to the Absent Class Members pursuant to this Settlement Agreement, shall, for themselves, their heirs, executors, attorneys, administrators, successors, and assigns, be deemed to have fully, finally and forever released and discharged Defendant, and all its current and former officers, directors, servants, agents, employees, attorneys, successors, assigns, insurers, guarantors, indemnitors, related companies, affiliates, subsidiaries, parent company, and any other person or entity acting on behalf of Defendant, from all causes of action, claims, damages, liabilities, charges of discrimination and equities, by virtue of any federal or state statute or constitution or local ordinance or common law claim, which are in any way based on or connected to any allegation of sexual harassment and/or sexually hostile work environment while employed with Defendant, including any action or claim for attorneys' fees and costs. This release and discharge shall be legally binding on all Absent Class Members as defined by this Settlement Agreement, regardless of whether any individual Absent Class Member has submitted a timely claim form.

14. **Release by Named Plaintiffs**

The Named Plaintiffs, for and in consideration of the payments made by Defendant to the Named Class Members pursuant to this Settlement Agreement, shall, for themselves, their heirs, executors, attorneys, administrators, successors, and assigns, be deemed to have fully, finally and forever released and discharged Defendant, and all its current and

former officers, directors, servants, agents, employees, attorneys, successors, assigns, insurers, guarantors, indemnitors, related companies, affiliates, subsidiaries, parent company, and any other person or entity acting on behalf of Defendant, from any and all causes of action, claims, damages, liabilities, charges of discrimination and equities of any kind, by virtue of any federal or state statute or constitution or local ordinance or common law claim, including, but not limited to, any claim for sexual harassment and any other causes of action of whatever kind and character, both known and unknown, disclosed and undisclosed, suspected and unsuspected, actual and consequential, which are in any way connected or related to their former employment with Defendant, or the termination of their employment with Defendant, including any action or claim for attorneys' fees and costs.

15. **No Waiver of Tolling.**

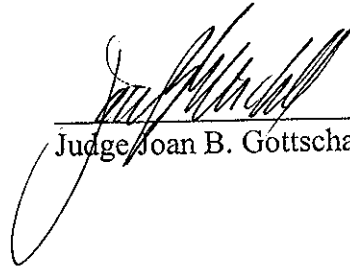
Those persons who were included in plaintiffs' proposed class (as defined in pleadings and motions in this case) but who are not included within the Settlement Class, and those persons who opt-out of the Settlement Class, do not waive whatever rights of tolling are applicable to the limitations periods of any claims they may have against Defendant.

16. **Enforcement**

This Court retains jurisdiction of and over this action to enforce compliance with any of its terms, to interpret any terms, and to modify dates established hereunder for good cause shown. In the event that plaintiffs establish that the Defendant has failed to comply with this Agreement, this Court may enforce any non-compliance with this Agreement with any

appropriate legal or equitable remedy and shall award the Class its reasonable attorneys' fees and costs.

Enter:



Judge Joan B. Gottschall

Date: May 22, 2002

15:36

BWM5

ISOM-MCDANIEL, ET AL. V. BOB WATSON CHEVROLETLIST OF FEMALE EMPLOYEES IN CLASS

	<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>POSITION</u>	<u>DATE OF HIRE</u>	<u>DATE OF TERMINATION</u>	<u>RATES # PAGE</u>
1.	Alexander	Eve	Temp	9/22/99	10/7/99	D00022
2.	Alexander	Barbara	Temp	12/7/00	1/22/01	D00023
3.	Anton	Elena	U/C Sales	5/20/00	12/26/00	D00010
4.	Askew	Wanda	Phone Room	6/5/00	7/22/00	D00012
5.	Barwick	Tamyia	Phone Room	5/23/00	7/20/00	D00012
6.	Bridges	Sharilyn	Phone Room	11/16/96	8/21/99	D00012
7.	Brown	Sheila	Temp	2/25/00	4/4/00	D00022
8.	Bushrod	Ronnesha	Temp	6/4/01	7/5/01	D00023
9.	Cade	Teyavonia	Temp	6/8/01	6/27/01	D00023
10.	Calhoun	Darnetta	Phone Room	6/19/00	11/22/00	D00010
11.	Charles	Cassandra	Temp	9/17/99	11/20/99	D00022
12.	Clark	Patricia	Temp	10/15/99	3/14/00	D00022
13.	Crump	Kathy	U/C Sales	10/28/98	12/17/99	D00011
14.	Donerson	Tamika	Phones	5/14/01		D00021
15.	Donovan	Jane	Phone Room	4/9/01		D00020
16.	Fitts	Kimberly	Temp	10/23/00	1/3/01	D00023
17.	Franklin	Melissa	Phone Room	4/27/00	5/20/00	D00011
18.	Gaitors	Davonya	Temp	1/27/00	4/1/01	D00022
19.	Galvin	April	Phone Room	4/14/00	10/7/00	D00010
20.	Gibson	Annic	Temp	7/20/01	8/8/01	D00024
21.	Hamb	Angela	U/C Sales	4/29/96	5/6/00	D00009
22.	Harris	Candus	Temp	11/13/99	11/24/99	D00022
				2/1/01	2/19/01	
				2/4/00	2/19/00	D00022
23.	Harris	Kim	Temp	10/17/01	12/15/01	New List
24.	Harris	Kimberly	U/C Sales	10/11/00	1/27/01	D00011
25.	Harrison	Mary	Phone Room	3/16/00	4/3/00	D00022
26.	Herrera	Mary Ann	Temp	10/7/00	12/1/00	D00023
27.	Holbert	Yolunda	Temp	5/14/99	9/2/99	D00010
28.	Holcomb	Cherita	Phone Room	6/11/01	9/4/01	D00012
29.	Hoppenrath	Mary	Internet	9/4/00		D00020
30.	Howell	Tamara	Phone Room	8/2/01	8/23/01	D00024
31.	Jasper	Tiffany	Temp & Phone Room	8/25/01		D00020
				6/6/00	9/6/01	D00012
32.	Johnson	Rosa	U/C Sales	1/28/00	2/29/00	D00022
33.	Jones	Latrice	Temp	10/15/99	12/7/99	D00012
34.	Jones	Zenera	Phone Room	10/9/00	11/3/00	D00023
35.	Jones	Tiffany	Temp	4/30/01	5/18/01	D00023
36.	Jordon	Tekisha	Temp	8/24/98	11/13/99	D00010
37.	Lagambina	Christine	Phone Room	2/14/00	3/31/00	D00022
38.	Lawrence	Emily	Temp & Phone Room	3/12/01	5/26/01	D00010
				9/17/99	10/20/99	D00022
39.	Lawson	Mary	Temp & Phone Room	11/13/99	1/12/00	D00011
				4/1/00	6/19/00	D00011
40.	Liggons	Khenya	Phone Room	10/26/01	Present	New List
41.	Lopez	Delila	U/C Sales	1/25/00	2/14/00	D00022
42.	McClelland	Leondra	Temp			

EXHIBIT

	<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>POSITION</u>	<u>DATE OF HIRE</u>	<u>DATE OF TERMINATION</u>	<u>BATES # PAGE</u>
43.	McDaniel	Latasha	Temp	4/5/00	6/6/00	D00022
44.	Mongerie	Felisha	Phone Room	12/18/00	3/24/01	D00010
45.	Montgomery	Shirley	Temp	2/24/00	3/24/00	D00022
46.	Moore	Heathcr	P/T Switchboard	8/28/99	4/7/01	D00013
47.	Morris	Elayne	Phone Room	4/17/00	7/28/00	D00010
48.	Moses	Sherri	Temp	10/15/99	3/16/00	D00022
49.	Nelms	Jennifer	U/C Sales	10/1/01	Present	New List
50.	Norfleet	Eukeda	Phone Room	11/12/99	1/12/00	D00010
51.	Norfleet	Joyce	Phone Room	6/23/99	1/12/00	D00011
52.	Peoples	Nafeesa	Temp	9/23/99	10/30/99	D00022
53.	Price	Danicette	Temp & Phone Room	5/4/01 7/6/01	7/5/01 Present	D00023 D00020
54.	Rainey	Norma	Phone Room	1/15/01		D00020
55.	Rucker	Michelle	Temp & Phone Room	5/29/01 7/6/01	7/5/01	D00022 D00020
56.	Stewart	Vonciel	Phone Room	5/3/01	5/19/01	D00012
57.	Stratton	Eyvonne	Temp	12/1/00	1/11/01	D00023
58.	Sykes	Sherron	Temp & Credit Specialist	8/24/00 10/11/00	10/9/00 11/17/00	D00022 D00012
59.	Sykes	Jennifcr	Temp	12/15/00 6/22/01	1/25/01 6/23/01	D00023
60.	Terry	Tamika	Phone Room	10/5/00	11/16/00	D00012
61.	Thomas	Gina	U/C Sales	10/18/01	11/8/01	New List
62.	Thompson	Angel	Temp & Phone Room	2/26/00 4/3/00	3/29/00 4/19/00	D00022 D00009
63.	Turnbull	Tessa	U/C Sales	10/22/01	Present	New List
64.	Whitted	Kimberly	U/C Sales	4/27/01		D00020
65.	Williams	Katrice	Phone Room	7/3/00	8/3/00	D00011
66.	Williams	Cynthia	Temp	10/15/99	10/30/99	D00022
67.	Williams	Dawn	Temp	2/10/00	3/10/00	D00022
68.	Wright	Theresa	Temp & Phone Room	9/25/00 2/19/01	2/17/00 4/7/01	D00022 D00012
69.	Zuniga	Antonia	Phone Room	7/3/00	5/14/01	D00010

THERE ARE NO OPT-OUTS

Exhibit 2

15:36

BWS

ISOM-MCDANIEL, ET AL. V. BOB WATSON CHEVROLETLIST OF FEMALE EMPLOYEES IN CLASS WHO SUBMITTED TIMELY CLAIMS

	<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>POSITION</u>	<u>DATE OF HIRE</u>	<u>DATE OF TERMINATION</u>	<u>RATES # PAGE</u>
1.	Alexander	Eve	Temp	9/22/99	10/7/99	D00022
2.	Alexander	Barbara	Temp	12/7/00	1/22/01	D00023
3.	Anton	Elena	U/C Sales	5/20/00	12/26/00	D00010
4.	Askew	Wanda	Phone Room	6/5/00	7/22/00	D00012
5.	Barwick	Tamyia	Phone Room	5/23/00	7/20/00	D00012
6.	Bridges	Sharilyn	Phone Room	11/16/96	8/21/99	D00012
7.	Brown	Shcila	Temp	2/25/00	4/4/00	D00022
8.	Bushrod	Ronnesha	Temp	6/4/01	7/5/01	D00023
9.	Cade	Teyavonia	Temp	6/8/01	6/27/01	D00023
10.	Calhoun	Darnetta	Phone Room	6/19/00	11/22/00	D00010
11.	Charles	Cassandra	Temp	9/17/99	11/20/99	D00022
12.	Clark	Patricia	Temp	10/15/99	3/14/00	D00022
13.	Crump	Kathy	U/C Sales	10/28/98	12/17/99	D00011
15.	Donovan	Jane	Phone Room	4/9/01		D00020
16.	Fitts	Kimberly	Temp	10/23/00	1/3/01	D00023
17.	Franklin	Melissa	Phone Room	4/27/00	5/20/00	D00011
18.	Gaitors	Davonya	Temp	1/27/00	4/1/01	D00022
19.	Galvin	April	Phone Room	4/14/00	10/7/00	D00010
20.	Gibson	Annic	Temp	7/20/01	8/8/01	D00024
21.	Hamb	Angela	U/C Sales	4/29/96	5/6/00	D00009
22.	Harris	Candus	Temp	11/13/99	11/24/99	D00022
				2/1/01	2/19/01	
24.	Harris	Kimberly	U/C Sales	10/17/01	12/15/01	New List
25.	Harrison	Mary	Phone Room	10/11/00	1/27/01	D00011
26.	Herrera	Mary Ann	Temp	3/16/00	4/3/00	D00022
27.	Holbert	Yolunda	Temp	10/7/00	12/1/00	D00023
28.	Holcomb	Cherita	Phone Room	5/14/99	9/2/99	D00010
29.	Hoppenrath	Mary	Internet	6/11/01	9/4/01	D00012
30.	Howell	Tamara	Phone Room	9/4/00		D00020
31.	Jasper	Tiffany	Temp & Phone Room	8/2/01	8/23/01	D00024
				8/25/01		D00020
32.	Johnson	Rosa	U/C Sales	6/6/00	9/6/01	D00012
33.	Jones	Latrice	Temp	1/28/00	2/29/00	D00022
34.	Jones	Zeneta	Phone Room	10/15/99	12/7/99	D00012
35.	Jones	Tiffany	Temp	10/9/00	11/3/00	D00023
36.	Jordon	Tekisha	Temp	4/30/01	5/18/01	D00023
37.	Lagambina	Christine	Phone Room	8/24/98	11/13/99	D00010
38.	Lawrence	Emily	Temp & Phone Room	2/14/00	3/31/00	D00022
				3/12/01	5/26/01	D00010
39.	Lawson	Mary	Temp & Phone Room	9/17/99	10/20/99	D00022
				11/13/99	1/12/00	D00011
40.	Liggon	Khenya	Phone Room	4/1/00	6/19/00	D00011
41.	Lopez	Delila	U/C Sales	10/26/01	Present	New List
42.	McClelland	Leondra	Temp	1/25/00	2/14/00	D00022

EXHIBIT

3

	<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>POSITION</u>	<u>DATE OF HIRE</u>	<u>DATE OF TERMINATION</u>	<u>BATES # PAGE</u>
43.	McDaniel	Latasha	Temp	4/5/00	6/6/00	D00022
44.	Mongerie	Felisha	Phone Room	12/18/00	3/24/01	D00010
45.	Montgomery	Shirley	Temp	2/24/00	3/24/00	D00022
46.	Moore	Heather	P/T Switchboard	8/28/99	4/7/01	D00013
47.	Morris	Elayne	Phone Room	4/17/00	7/28/00	D00010
48.	Moses	Sherri	Temp	10/15/99	3/16/00	D00022
49.	Nelms	Jennifer	U/C Sales	10/1/01	Present	New List
50.	Norfleet	Eukeda	Phone Room	11/12/99	1/12/00	D00010
51.	Norfleet	Joyce	Phone Room	6/23/99	1/12/00	D00011
52.	Peoples	Nafeesa	Temp	9/23/99	10/30/99	D00022
53.	Price	Daniette	Temp & Phone Room	5/4/01 7/6/01	7/5/01 Present	D00023 D00020
54.	Rainey	Norma	Phone Room	1/15/01		D00020
55.	Rucker	Michelle	Temp & Phone Room	5/29/01 7/6/01	7/5/01	D00022 D00020
56.	Stewart	Vonciel	Phone Room	5/3/01	5/19/01	D00012
57.	Stratton	Eyvonne	Temp	12/1/00	1/11/01	D00023
58.	Sykes	Sherron	Temp & Credit Specialist	8/24/00 10/11/00	10/9/00 11/17/00	D00022 D00012
				6/22/01	6/23/01	
60.	Terry	Tamika	Phone Room	10/5/00	11/16/00	D00012
61.	Thomas	Gina	U/C Sales	10/18/01	11/8/01	New List
62.	Thompson	Angel	Temp & Phone Room	2/26/00 4/3/00	3/29/00 4/19/00	D00022 D00009
63.	Turnbull	Tessa	U/C Sales	10/22/01	Present	New List
64.	Whited	Kimberly	U/C Sales	4/27/01		D00020
65.	Williams	Katrice	Phone Room	7/3/00	8/3/00	D00011
66.	Williams	Cynthia	Temp	10/15/99	10/30/99	D00022
67.	Williams	Dawn	Temp	2/10/00	3/10/00	D00022
68.	Wright	Theresa	Temp & Phone Room	9/25/00 2/19/01	2/17/00 4/7/01	D00022 D00012
69.	Zuniga	Antonia	Phone Room	7/3/00	5/14/01	D00010

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

LATASHA ISOM-McDANIEL,)	
APRIL GALVIN, DARNETTA)	
CALHOUN, for themselves)	
individually and on behalf of all)	
similarly situated members of their class,)	
)	
Plaintiffs)	No. 01 C 4542
v.)	
)	Judge Joan B. Gottschall
BOB WATSON CHEVROLET, INC.,)	Magistrate Judge Ian Levin
an Illinois corporation,)	
)	
Defendant.)	

**DEFENDANT'S QUARTERLY CERTIFICATION OF COMPLIANCE WITH
SETTLEMENT AGREEMENT**

Pursuant to its obligations under the Final Order of this case, Defendant Bob Watson Chevrolet, Inc., certifies as follows:

1. Defendant's personnel manual and anti-harassment policy have been revised as required under the Final Order and have been distributed to all current and temporary employees as required under the Final Order.
2. All current employees (current, temporary, managerial and staff) have completed the computer-based training on harassment by the times required under the Final Order.
3. All managerial employees have attended the training on harassment in the workplace provided the U.S.E.E.O.C. (or viewed the videotape of same, to the extent permitted by the EEOC) by the times required under the Final Order.
4. Defendant has retained access to records verifying all of the above.

Robert D. Watson
President, Bob Watson Chevrolet, Inc.

Martin LaPointe
BURKE, WARREN, MACKAY &
SERRITELLA, P.C.
330 North Wabash Avenue, 22nd Floor
Chicago, Illinois 60611-3607

Dated:

Exhibit 4