

STATE OF INDIANA
CIVIL RIGHTS COMMISSION

DOCKET NO. EMsc06090381
EEOC NO. 24FA605257

SHA-RHONDA SINCLAIR,
Complainant,

v.

FAMILY MEDICINE CONSULTANTS
CORP.,
Respondent.

FILE DATED

FEB 27 2009

Indiana State Civil Rights Commission

CONSENT AGREEMENT

This Agreement between Sha-Rhonda Sinclair (hereinafter called "Complainant") and Respondent, Family Medicine Consultant Corp. (hereinafter called "Respondent"), is hereby entered into in full settlement of the complaint filed by Complainant with the Indiana Civil Rights Commission (hereinafter called "the Commission") as Docket No. EMra06090381 and charge filed with the U.S. Equal Opportunity Commission (hereinafter called "EEOC") as Charge No. 24FA605257, 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 in 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 on matters which were or might have been alleged as charges settled by this Agreement.
2. Complainant hereby waives any and all claims to remedies except as herein provided and covenants not to sue Respondent with respect to the matters, actions

or circumstances which gave rise to the above-referenced complaint and charge, subject to performance by Respondent of the promises and representations contained herein.

3. Complainant and Respondent agree that the Commission may review compliance with this Agreement.

4. The parties acknowledge that execution of this Agreement does not constitute any admission on the part of Respondent 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.

5. 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.

6. Respondent agrees to pay Complainant and to deliver to the Commission, as escrow agent, a cashier's check in the amount of Five Thousand Dollars and No Cents (\$5,000.00) payable to Complainant only, such amount representing full settlement of any and all damages at issue in relation to the above-referenced complaint and charge. Respondent agrees to submit said check on or before December 19, 2008.

7. Respondent agrees to seal Complainant's records of all reference to the complaint and charge herein resolved, of the incidents and circumstances which gave rise thereto, and of any disciplinary action taken. Respondent agrees that, in the event of any reference requests or any inquiries by any third party, Respondent shall not include in any reply, written or verbal, any reference to the purged items or any general adverse

references or evaluations of Complainant. Respondent further agrees to designate its official for purposes of a reference check. Respondent designates

Name Dr. I. Benjamin Anigbo, M.D.

Title Family Medicine Consultants Corp.

Address 650 Grant Street, Suite 5

Gary, IN 46404

Telephone: (219) 882-7730

as Respondent's official to provide reference information to third parties. Respondent further agrees to provide Complainant with a letter of reference, the terms of which are attached herein and incorporated by reference as Exhibit A.

8. Respondent represents that it is and shall be the continuing policy of ~~Family Medicine Consultants Corp. to actively recruit, hire, and promote qualified~~ employees 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, rates of pay and all other employment benefits.

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

10. Respondent has and/or shall post and maintain, in conspicuous places on its premises, a bold print statement of its policy on equal employment opportunity.

11. 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 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:

ShaRhonda Sinclair

Signature of Complainant

ShaRhonda Sinclair

Type or print name of Complainant

STATE OF Alabama)
) SS:

COUNTY OF Madison)

Before me, a Notary Public, in and for said County and State, personally appeared ShaRhonda Sinclair, and acknowledged the execution of the foregoing Consent Agreement, this 16th day of February, 2009.

Natalie Murrell
Signature of Notary Public

Natalie Murrell
Type or print name of Notary Public

County of Residence:

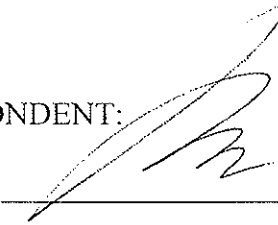
Madison

My Commission Expires:

06-02-2009

RESPONDENT:

By:

 B. ANICUDO MD

For:

FAMILY MEDICINE CONSULTANTS

STATE OF

MD)

COUNTY OF

LAKE)

SS:

Before me, a Notary Public in and for said County and State, personally appeared _____
Dr Anicudo, the 19th of Dec
and acknowledged the execution of the foregoing Consent Agreement, this 19
day of Dec, 2008.



Signature of Notary Public

SUSAN KOZLOWSKI

Type or print name of Notary Public

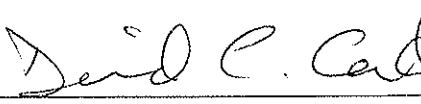
County of Residence:

LAKE

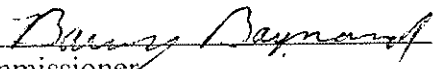
My Commission Expires:

9-4-11

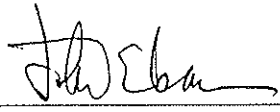
The foregoing Consent Agreement has been signed and entered as record before the Indiana Civil Rights Commission, this 27th day of February, 2008.



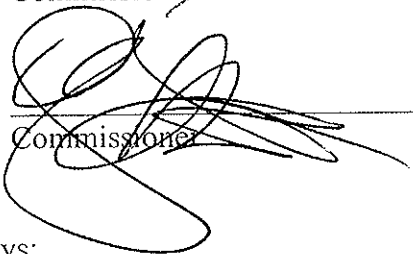
Commissioner



Commissioner



Commissioner



Commissioner

To be served upon the following parties and attorneys:

Sha-Rhonda Sinclair
117 Turtle Ridge Drive
New Market, AL 35761

Family Medicine Consultants Corp.
650 Grant Street, Suite 5
Gary, IN 46404

KOZLOWSKI LAW OFFICES

By: Susan Kozlowski
P.O. Box 906
13427 Arizona Street
Crown Point, IN 46307

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

To Whom It May Concern:

I have been asked to submit a letter of recommendation on behalf of Ms. Sha-Rhonda L. Sinclair. I am happy to do so.

Ms. Sinclair served in the capacity of Front Desk Receptionist at my medical offices between JULY 2005 and FEB 2006. During this period Ms. Sinclair was an exceptional employee. Her co-workers as well as the patients we served were always complimentary toward her generous attitude and willingness to assist others in any way possible. Ms. Sinclair showed initiative and the desire to learn the specific duties of the medical staff so that she could help run the office smoother when her tasks were completed. When asked to perform duties outside of her specific job, Ms. Sinclair always promptly answered affirmatively.

Ms. Sinclair's medical and computer background encouraged me to hire her immediately. Her standards were always set high and she maintained this standard each and every day. She adjusted her work schedule to come in to the office when she was scheduled to be off. In addition, she would come in early to open the office, stay late to assure the security of the office, and worked some weekends just to get ahead on filing duties. Moreover, Ms. Sinclair's positive personality and disposition were always noticed by others.

Ms. Sinclair would be an asset to any company and in any position she endeavors to pursue. Ms. Sinclair decided to better her life for her family and decided to move to the south. Therefore, I would without hesitation recommend Ms. Sinclair for a position with your company. If I may be of any further assistance, please contact me at your earliest convenience.

Very truly yours,

I. Benjamin Anigbo, M.D.

EXHIBIT A

EQUAL EMPLOYMENT OPPORTUNITY

The office believes in equal opportunity. Our service depends on the effective utilization of people without regard to age, race, color, marital and/or family status, sex, sexual orientation, national origin, ethnic or religious background or association of this with disability, veteran status, or any other characteristic protected by law.

It is the responsibility of each staff member to give this non-discrimination policy full support through leadership and personal example. In addition, it is the duty of every employee to help create a working environment that is conducive to equal employment opportunity.

The policy of the office is to be fair and impartial in all its relations with employees and applicants seeking employment.

Employment practices provide that all individuals are recruited, hired, compensated, and retained based on experience, credentials, qualifications and performance.

This office will only hire individuals legally authorized to work in the United States.

EXHIBIT B