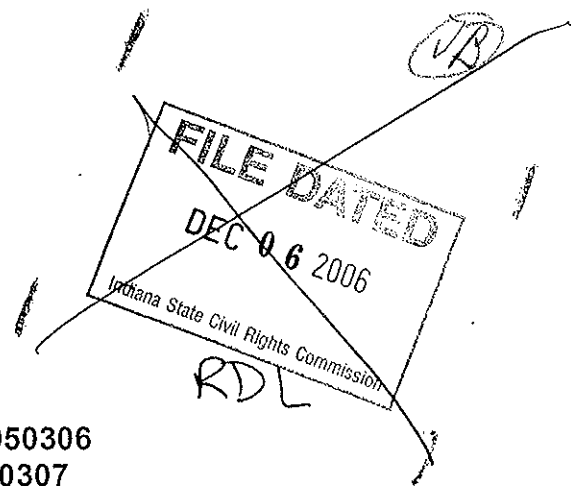


INDIANA CIVIL RIGHTS COMMISSION

LADONNA CAGLE,  
Complainant

Docket No. EMsh05050306  
EEOC No. 24FA500307



vs.

ORANGE COUNTY FARM BUREAU  
COOPERATIVE ASSOCIATION,  
Respondent

FILE DATED

DEC 15 2006

Indiana State Civil Rights Commission

**CONSENT AGREEMENT**

A) The following consent agreement is by and between the following parties:

Ladonna Cagle  
3103 R St.  
Bedford, IN 47421

Orange County Farm Bureau Cooperative Association  
1281 South Maple St.  
Orleans, IN 47452

B) The terms of this consent agreement apply to Respondent, its employees, directors, officers, agents, assigns and administrators.

C) The Complainant and the Respondent, on their own behalf and on behalf of those entities specified in paragraph B above, over whom they have authority and control, agree to the following:

A complaint having been filed under ICRC Docket Number EMsh050306 and EEOC Number 24FA500307, under the Indiana Civil Rights Law and Title VII of the Civil Rights Act of 1964, as amended, the matter having been settled between the parties hereto, it is agreed that a settlement be entered into under the following terms and conditions:

**GENERAL PROVISIONS**

1. It is understood that this agreement does not constitute an admission by the Respondent of any violation of the Indiana Civil Rights Law and Title VII of the Civil Rights Act of 1964, as amended.

2. The Complainant hereby waives, releases and covenants not to sue the Respondent with respect to those matters giving rise to the present charges filed with the Indiana Civil Rights Commission (ICRC) or the Equal Employment Opportunity Commission (EEOC), subject to performance by the Respondent of the promises and representations contained herein.
3. The Respondent agrees that it shall refrain from committing any act of discrimination against any person in the terms or conditions of that person's employment on the basis of his/her race, color, religion, sex, disability, or national origin. Respondent
4. Respondent agrees to prevent discrimination based on an employee's sex, including acts of sexual harassment in the workplace. To that end, Respondent shall formulate and implement written policies and procedures defining sexual harassment. Further, these policies shall describe the means by which an employee may report acts of alleged sexual harassment and the responsibilities of Respondent to address them. Each employee of Respondent shall have a written acknowledgement on file attesting to the fact that he/she has received, read and understands the policy and will comply with its intent.
5. The Respondent agrees and understands that ICRC on request of either Complainant or on its own motion, may review compliance with this Agreement. As a part of such review, the ICRC may require written reports concerning compliance, may inspect the premises, examine witnesses, and examine and copy pertinent records of the Respondent at any time for two (2) years following the date of this agreement.
6. The Respondent agrees not to retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding before the ICRC. The Complainant, having been advised prior to execution of this agreement, is aware that the Indiana Civil Rights Law and Title VII of the Civil Rights Act of 1964, as amended, protect the right to file a complaint of discrimination.
7. For the purpose of this Agreement, the ICRC shall determine whether the Respondent has complied with the terms of this Agreement. Whenever ICRC has reasonable cause to believe that the Respondent has breached the Agreement, it may file a civil action under 910 IAC 1-3-4 and/or IC 22-9-1-6(p) for the enforcement of the terms of the Agreement.
8. Nothing in this agreement shall prevent the ICRC or any other agency from pursuing a complaint (outside of the scope of the events giving rise to the complaint as issue), timely filed by an employee who believes he or she has been discriminated against by Respondent.

9. All parties agree to keep the terms and conditions of this settlement agreement in complete confidence and further agree not to disclose or discuss anything revealed during the mediation conference with any person who is not a party to this agreement.

### **RELIEF FOR THE COMPLAINANT**

11. The Respondent, Orange County Cooperative Association, agrees to pay Complainant, Ladonna Cagle, [an amount representing *net* lost wages of \$10,000. This may be accomplished by separate payments, one representing net pay of \$10,000 and an *additional* payment to represent applicable income taxes that may be due on behalf of Complainant]. Payment shall be made by check payable to Ladonna Cagle within 45 days of the effective date of this Agreement. The parties further agree that neither will initiate nor pursue an action under any forum with regard to the actions, events, occurrences, or transaction giving rise to this complaint, or any allegations arising therefrom. The agreement represents any and all damages at issue in relation to the above-referenced complaint.
12. It is understood that the parties enter into this Agreement freely and voluntarily, and that no party has been coerced, forced, intimidated or threatened in any way to become a party to this Agreement. Complainant hereby acknowledges satisfaction with the terms and provisions of this Agreement as satisfaction of the complaint.

### **WITHDRAWAL OF COMPLAINT**

13. Complainant agrees that the above referenced complaint and any complaints filed with any other anti-discrimination agency that involve the events, transactions or occurrences giving rise to the complaint, are administratively closed.

### **REPORTS**

- A. It is agreed by the Respondent that within 90 days of the date this agreement is executed, the Respondent shall report to ICRC evidencing compliance with Paragraph 4, above
- B. Respondent shall report within 180 days as to compliance with Paragraph 8, above.

The reports will be mailed to the:

Indiana Civil Rights Commission  
Indiana Government Center North  
100 North Senate Avenue, Room N 103  
ADR Unit – Compliance Division  
Indianapolis, In 46204

## EXECUTION

14. The parties and counsel agree that in the interest of speedily concluding this matter, the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, the original executed signature pages to be attached to the body of the Agreement to constitute one documentary page.

**SIGNATURES**

COMPLAINANT

12/4/06  
(Date)

LaDonna M. Cagle  
(Complainant's Signature)

LaDonna M. Cagle  
Type or print name of Complainant

812-275-3894  
(Telephone number)

3103 R. St Bedford  
(Complainant's Complete Street and City Address, Typed or Printed)

STATE OF INDIANA )  
COUNTY OF Lawrence )

Before me, a Notary Public in and for said County and State, personally appeared LaDonna M. Cagle, and acknowledged the execution of the foregoing Consent Agreement this 4 day of December 2006.



Danielle R. Todd  
Signature of Notary

Danielle R. Todd  
Type or print name of Notary Public

County of Residence:  
Lawrence

My Commission Expires:  
7/19/2012

RESPONDENT

11-29-06  
(Date)

[Signature]  
(Respondent's Signature)

David Bledsoe - Manager  
Type or print Respondent's name and title

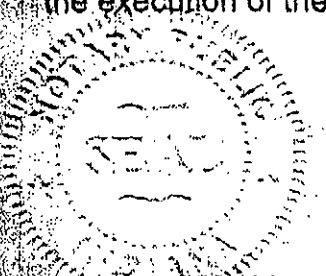
(812)-865-3379  
(Telephone Number)

1281 S Maple St Orleans La 70452  
(Respondent's Street and City Address, Typed or Printed)

STATE OF INDIANA )  
COUNTY OF Orange )

Before me, a Notary Public in and for said County and State, personally appeared David J Bledsoe and acknowledged

the execution of the foregoing Consent Agreement this 29<sup>th</sup> day of Nov. 2006.



Kay Tuell  
Signature of Notary Public

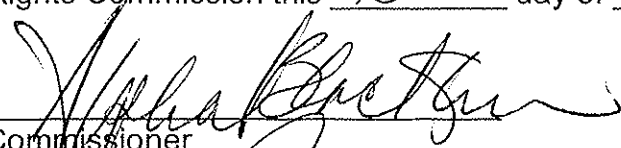
Kay Tuell  
Type or print name of Notary Public

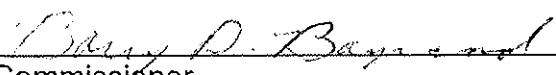
County of Residence:  
Orange

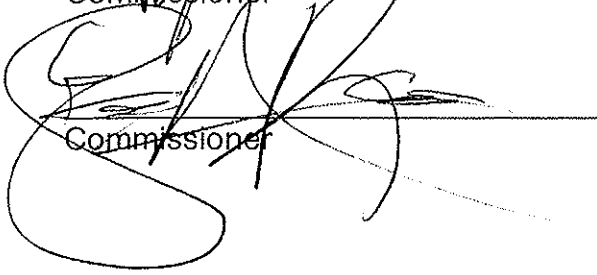
My Commission Expires on:  
07-18-14

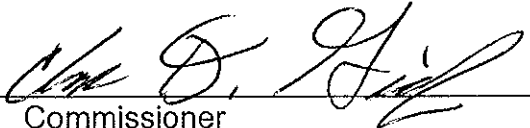
Approved on behalf of the Indiana Civil Rights Commission:

The foregoing consent agreement has been signed and entered as record before the Indiana Civil Rights Commission this 15<sup>th</sup> day of December 2006.

  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Commissioner