

STATE OF INDIANA
CIVIL RIGHTS COMMISSION

FILED
OCT 17 2006
CLERK OF SUPERIOR COURT
CIVIL RIGHTS COMMISSION

Kim Campbell,

v.

DOCKET NO.: EMsh05060334
EEOC NO.: 24FA500319

American Window & Glass, Inc..

CONSENT AGREEMENT

This Agreement between Kim Campbell, hereinafter called Complainant, and American Window & Glass, Inc., hereinafter called Respondent, is entered into in full conciliation and settlement of the complaint filed by Complainant with the Indiana Civil Rights Commission as Docket No. EMsh05060334 and charge filed with the U.S. Equal Employment Opportunity Commission as Charge No. 24FA500319 charging Respondent with unlawful discrimination on the basis of race in employment.

The parties hereby agree to and do settle the above matters in the following extent and manner:

1. Complainant and Respondent shall forego their right to a public hearing before the Indiana Civil Rights Commission and trial in the United States Federal Court system on the issues raised by Complainant's above-referenced complaint and charge. Both 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. Furthermore, neither the Indiana Civil Rights Commission nor the Equal Employment Opportunity Commission waives its right to process any other charges filed against Respondent.

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 performance by the Respondent of the promises and representations contained herein. The Commission shall determine whether Respondent has complied with the terms of this Agreement.

3. Respondent agrees that the Indiana Civil Rights 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 that it has violated any law or committed any wrongful act, nor does it constitute any less belief in the correctness of the complaint 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 shall be no discrimination or retaliation of any kind against Complainant because of the filing of this complaint with the Indiana Civil Rights Commission and the Equal Employment Opportunity Commission.

6. Respondent agrees that Chris Brooks will be demoted to a regular hourly employee, and not be considered for promotion, and will be treated as all other hourly employees for quantity and quality of work.. This consent agreement will not be kept confidentially and if Chris Brooks commits another sexual harassment violation that is not proven to be false he will be terminated.

7. Respondent agrees to purge Complainant's records of all reference to the complaint and charge herein resolved, of the incidents and circumstances which gave rise thereof agrees that, in the event of any reference requests or 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 his official for purposes of a reference check. Respondent designates

Name Jeff Wigington

Title General Manager

Address 2715 Lynch Road

City & State Evansville, Indiana

Telephone No. (812) 464-9400

as Respondent's official to provide reference information to third parties.

8. Respondent represents that it is and shall be the continuing policy of American Window & Glass, Inc., to actively recruit, hire, and promote qualified employees without regard to the race, religion, color, sex, national origin, ancestry, or handicap 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 agrees to report, in writing, to the Indiana Civil Rights Commission when the undertakings outlined in the above paragraphs of this Agreement have been accomplished. The report will describe the manner in which the undertakings were carried out and include copies of documents required by this Agreement. This report shall be submitted not later than sixty (60) days from the effective dates of this Agreement.

10. Complainant agrees to withdraw her complaint against Respondent pending before the Indiana Civil Rights Commission and any complaint, charge, grievance, or action of law regarding the issues herein resolved which he/she may have filed under Title VII of the Federal

Civil Rights Act of 1964, as amended, or filed with the U. S. Equal Employment Opportunity Commission 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:

Kim Campbell
Signature of Complainant

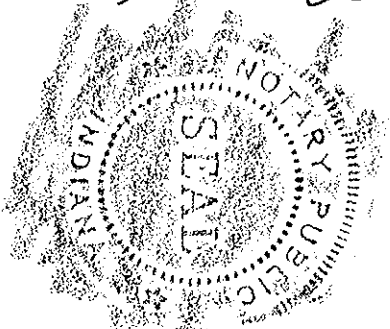
Kim Campbell
Type or print name of Complainant

STATE OF INDIANA

COUNTY OF Vanderburgh

Before me, a Notary Public in and for said County and State, personally appeared Kim Campbell and acknowledged the execution of the foregoing Consent Agreement this

3rd day of October, 2006.



Vicki Childress
Signature of Notary Public

VICKI CHILDRESS
Type or print name of Notary Public

County of Residence:

Posey

My Commission Expires:

3/25/2007

RESPONDENT:

By:

Art Rutkowski

For:

American Window & Glass, Inc

STATE OF INDIANA

COUNTY OF

Vanderburgh

Before me, a Notary Public in and for said County and State, personally appeared ART RUTKOWSKI and acknowledged the execution of the foregoing Consent Agreement this 3rd day of October, 20 06.



Vicki Childress

Signature of Notary Public

VICKI CHILDRESS

Type or print name of Notary Public

County of Residence:

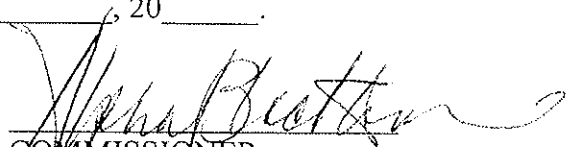
Posey

My Commission Expires:

3/25/2007

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 certified mail, return receipt requested, on the following: