IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, Plaintiff, v. 1ST FRANKLIN FINANCIAL CORPORATION, Defendant.	CIVIL ACTION NO. 1:25-CV-03632-TWT-CCB JURY TRIAL DEMAND

CONSENT DECREE

The Equal Employment Opportunity Commission (the "Commission") instituted this action pursuant to Section 107(a) of the Americans with Disabilities Act of 1990, as amended, (hereinafter, the "ADA"), 42 U.S.C. § 12117(a), and Section 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981a. The Complaint alleges that Defendant 1st Franklin Financial Corporation ("Defendant") discriminated against Joseph M. Collins ("Collins") and a class of similarly situated aggrieved employees by failing to accommodate their disabilities and allegedly discharging them because of an actual and/or perceived disability, and/or in retaliation for engaging in protected activity.

Defendant denies any wrongdoing, and its agreement to enter into this Consent Decree shall not be construed as an admission of liability by Defendant as to any allegations by the EEOC, Joseph Collins, or the putative class.

The Commission and Defendant hereby stipulate to the jurisdiction of the Court over the parties and agree that the subject matter of this action is properly before the Court.

The parties have advised this Court that they desire to resolve the allegations in the Complaint without the burden, expense, and delay of further litigation.

It is therefore the finding of this Court, made on the pleadings and the record as a whole, that: (1) the Court has jurisdiction over the parties and the subject matter of this action for the duration of this Consent Decree; (2) the negotiation, execution, and entry of this Consent Decree by the parties shall not constitute an adjudication or finding on the merits of this case, and shall not be construed as an admission or disavowal by either party with respect to the claims asserted in this case; (3) the purpose and provisions of the ADA will be promoted and effectuated by the entry of the Consent Decree; (4) no party shall contest the jurisdiction of this Court to enforce this Consent Decree and its terms or the right of the Commission to bring an enforcement suit upon alleged breach of any term(s) of this Consent Decree; (5) this Consent Decree resolves all matters in controversy between the parties in this lawsuit as provided in paragraphs 1 through 40 below; and (6) the terms of this Consent Decree are and shall be binding upon the present and future representatives, directors, officers, shareholders, parent companies, subsidiaries, and successors of

Defendant.

It is therefore ORDERED, ADJUDGED, AND DECREED as follows:

I. SCOPE AND DURATION OF THE DECREE

1. This Decree fully and finally resolves all claims for both monetary and non-monetary relief sought by the EEOC in this action styled Equal Employment Opportunity Commission v. 1st Franklin Financial Corporation, Case No. 1:25-cv-03632-TWT-CCB on behalf of Joseph Collins and a class of similarly aggrieved individuals and the underlying EEOC Charge, Joseph Collins v. 1st Franklin Financial Corporation, EEOC Charge No. 11B-2023-00423.

2. This Consent Decree does not affect or limit the EEOC's authority to process or litigate any other Charge of Discrimination filed against the Defendant except as to those claims and charges resolved as part of this Consent Decree.

3. The term of this Consent Decree shall be three (3) years from its entry by the Court (the "Effective Date"). During that time, this Court retains jurisdiction over the parties for purposes of monitoring compliance with this Decree, including issuing such orders as may be necessary or appropriate to effectuate its purposes.

II. COMPLIANCE WITH THE ADA

4. Defendant shall not discriminate against any person because of their disability within the meaning of the ADA, including by denying them a reasonable accommodation that can be provided without an undue hardship and/or by

terminating their employment because of their disability status or because they engaged in the protected activity of requesting a reasonable accommodation.

5. Defendant shall not retaliate against any person because of opposition to any practice made unlawful under the ADA or because of the filing of a Charge of Discrimination, the giving of testimony or assistance, or the participation in any investigation, proceeding, or hearing under that statute.

III. COLLINS' MONETARY RELIEF

6. Defendants shall pay Collins the total sum of Two Hundred Fifty Thousand Dollars ($250,000.00), which consists of $38,418.67 in back pay damages less applicable withholdings, $111,581.33 in compensatory damages, and $100,000.00 in attorney's fees, in settlement of the claims related to Collins raised in this action ("Settlement Payment"). Payment shall be made within twenty (20) business days after the Effective Date, and Defendant shall deliver the checks by overnight delivery to the address(es) provided by Collins' counsel. Within ten (10) business days after the checks have been sent, Defendant shall send to the Commission a copy of the checks and proof of delivery to EEOC-ATDO-decree-monitoring@eeoc.gov.

Neither the Commission nor Defendant make any representations about or assume any responsibility for any tax liability, assessments, interest, penalties, and/or costs that Collins may or may not incur on such payments under local, state, and/or federal laws. It is acknowledged that the damages agreed to herein constitute a debt owed and collectible by the United States.

7. If Collins does not receive the payments described in paragraph 6 above by the due date set forth therein due to a failure on the part of Defendant to properly transmit the same, then Defendant shall pay interest on the defaulted payments at a rate calculated pursuant to 26 U.S.C. § 6621(b) until the same is paid, and bear any additional costs incurred by the EEOC caused by the non-compliance or delay, including but not limited to any and all costs arising out of EEOC's efforts to enforce this decree in federal court.

IV. CLASS MONETARY RELIEF

8. Within forty-five (45) days of the Effective Date, Defendant shall deposit the amount of Five Hundred Thousand Dollars ($500,000.00) (the "Settlement Fund"), into a qualified interest-bearing account ("QSF") to be distributed to those individuals who are identified and deemed solely by the Commission to be eligible to receive settlement funds (the "Eligible Claimants"). All funds in the QSF shall be used solely to provide monetary relief to the Eligible Claimants. Within five (5) business days thereafter, Defendant shall promptly provide the Commission with evidence of the segregation of the Settlement Fund. It is acknowledged that the damages agreed to herein constitute a debt owed and collectible by the United States.

9. Defendant's share of applicable payroll taxes (*e.g.*, FICA and FUTA) shall be paid for by Defendant. Defendant may not deduct the employer's share of any applicable payroll taxes from the amounts distributed to the Eligible Claimants or from the QSF.

10. If there are any additional unallocated funds remaining after distribution to all Eligible Claimants, any such funds shall be distributed to the Claimants who timely returned Claims Forms and Release of Claims Form in an amount to be determined by the EEOC. If any excess funds remain after the distribution to Claimants, the excess funds will be distributed to the Claimants who signed releases in the form of additional compensatory damages in an amount to be determined by the EEOC.

11. The EEOC shall have one (1) year from the Effective Date within which payments may be made to Eligible Claimants from the QSF unless the Claims Administrator determines that, due to unforeseen circumstances, it needs additional time to make such payments with notice to the parties in which case the Claims Administrator may extend this deadline after consultation with Defendant and the EEOC, but only as reasonably necessary to issue payments and notice to the Eligible Claimants, and in no case shall the deadline be extended beyond eighteen (18) months from the Effective Date.

12. Defendant, with the assistance of the Claims Administrator, shall make

applicable tax or other withholdings from the portion of any award designated as backpay. The Claims Administrator shall prepare and issue an IRS Form W-2 to each Eligible Claimant receiving a backpay payment, and an IRS Form 1099 to each Eligible Claimant receiving a compensatory damages payment.

13. Neither the EEOC nor the Defendant make any representation, or assume any responsibility for any tax liability, assessments, interest, penalties and/or costs the Eligible Claimants may or may not incur on such payments under local, state, and/or federal law.

14. The EEOC may be required to report the fact of this settlement to the IRS under Section 162(f) and 6050X of the Internal Revenue Code which allow for certain payments by employers to be deducted from the employer's taxes. If the EEOC is required to do so, the EEOC will provide the employer with a copy of the 1098-F form that it will provide to the Internal Revenue Service (IRS).

(a) Within ten (10) business days of the signing of this Decree, Defendant agrees to provide to the EEOC (1) the Employer's EIN and (2) the individual(s) and physical address(es) to whom the EEOC should mail a copy of the Form 1098-F, if the EEOC is required to issue one. The identified individual(s) must be employee(s) of Defendant.

(b) The EEOC has made no representations regarding whether the amount paid pursuant to this settlement qualifies for the deduction under the

Internal Revenue Code.

(c) The provision of the Form 1098-F by the EEOC does not mean that the requirements to claim a deduction under the Internal Revenue Code have been met.

(d) Any decision about a deduction pursuant to the Internal Revenue Code will be made solely by the IRS with no input from the EEOC.

(e) The parties are not acting in reliance on any representations made by the EEOC regarding whether the amounts paid pursuant to this agreement qualify for a deduction under the Internal Revenue Code.

V. CLAIMS ADMINISTRATOR

15. Within thirty (30) days of the Effective Date, Defendant shall engage and retain a third-party claims administrator (the "Claims Administrator"), to be approved by the EEOC, to administer the QSF. The Claims Administrator shall be responsible for (a) tracking data regarding QSF matters including payments made from QSF funds; (b) sending notification of monetary awards, along with Release and tax forms for execution by Eligible Claimants; (c) receiving and reviewing the Release and tax forms submitted by Eligible Claimants to determine proper completion of all required forms; (d) issuing payment to Eligible Claimants from the QSF and tracking and accounting for all undeliverable payments; (e) calculating the tax withholding amounts for the Eligible Claimants; (f) paying all payroll tax

obligations of Defendant in accordance with applicable law and agreement; (g) issuing all tax-related documents, including W-2 and 1099 forms for all amounts paid to Eligible Claimants; (h) complying with all tax-related obligations; (i) maintaining adequate records of its activities, including the date of mailings, receipts of signed forms and Releases, returned mail and other communications and attempted written or electronic communications with Eligible Claimants; (j) conferring with the EEOC and Defendant regarding Claims Administrator duties and the QSF; (k) confirming in writing to EEOC and counsel for Defendant its completion of the administration of the settlement and retaining copies of all endorsed settlement checks; and (l) any other duties that the EEOC and Defendant determine are necessary to administer the QSF.

16. Defendant shall pay all costs and expenses of the Claims Administrator. None of the monetary relief deposited into the QSF, nor interest earned thereon, shall be used to pay such expenses, fees, or costs, or shall be used for any purpose other than providing monetary relief to Eligible Claimants.

17. To fulfill the requirements of the Consent Decree, and to ensure the fair and efficient distribution of the QSF, Defendant shall make available to the Claims Administrator and to the EEOC any information necessary to identify aggrieved individuals, determine awards, and distribute funds, including, but not limited to, full names, Social Security numbers, addresses, phone numbers, dates of

employment, hours worked, positions held, personnel files, time records, medical files, and payroll data.

18. The Claims Administrator shall inform Defendant of the amounts of backpay and compensatory damages to be distributed to each Eligible Claimant from the QSF and all other information necessary for Defendant to satisfy its payroll tax liabilities.

VI. CLAIMS PROCESS

19. Defendant previously provided to the EEOC a list of all terminated employees for the period January 1, 2022, to October 11, 2024 ("Original Potential Claimants"). Within thirty (30) days of the Effective Date, Defendant shall provide to the EEOC an updated list of all employees terminated between October 11, 2024, and the Effective Date ("New Potential Claimants"). This information shall be provided in an Excel spreadsheet and shall include:

a. First name;
b. Last name;
c. Last known address;
d. Phone number;
e. Email;
f. Position title;
g. Date of hire;
h. Date of separation; and
i. Reason for separation.

Within twenty (20) days of a request by the EEOC, Defendant agrees to provide the EEOC with any additional information on the Original Potential

Claimants or the New Potential Claimants that is reasonably necessary for the EEOC to determine if they are Eligible Claimants, including, but not limited to, personnel files, leave requests, payroll data, medical files, emails and other similar relevant communications. The EEOC acknowledges that Defendant may need additional time to pull the requested information, depending on the scope of the EEOC's request and the time and burden required to retrieve the documents and information.

20. **Notice to Potential Claimants.** Within sixty (60) calendar days after the Effective Date, the EEOC shall send out a questionnaire to all New Potential Claimants. A copy of the questionnaire will be shared with Defendant prior to it being sent to the New Potential Claimants. The New Potential Claimants must complete and return the questionnaire to the EEOC within fourteen days for the EEOC to determine if they are eligible for an award in this case. However, any responses received after the fourteen-day period will be reviewed and considered by the EEOC so long as the deadline to disclose Eligible Claimants by the EEOC to the Defendant in paragraph 21 has not passed.

21. **List of Eligible Claimants.** Based on questionnaire responses and a review of any documents and information provided by Defendant, the Claims Administrator and the EEOC will create a list of Eligible Claimants that includes the monetary award for each Eligible Claimant, and the Claims Administrator will provide that list to Defendant within one hundred and eighty (180) calendar days of

the Effective Date. The determination as to the amount received by any Eligible Claimant is within the sole discretion of the EEOC.

22. **Notification of Award.** Within twenty (20) days of finalizing the list of Eligible Claimants, the Claims Administrator shall notify each Eligible Claimant via U.S. First Class Mail of the amount of their potential monetary payment, as determined by the EEOC, based on a Notification of Award letter substantially in the form attached hereto as Exhibit "A".

23. **Release of Claims.** Along with the Notification of Award letter, the Claims Administrator shall mail to each Eligible Claimant a Release, a copy of which is attached hereto as Exhibit "B", and all applicable tax reporting forms. Each Eligible Claimant will be notified that, to receive monetary payments under this Decree, they must complete, sign, and deliver to the Claims Administrator the Release and the applicable tax reporting form(s) within sixty (60) calendar days of the date of the Notification of Award (Exhibit "A") and obligate the Eligible Claimant to notify the Claims Administrator of any future changes of address for payment.

Any Eligible Claimant whose executed Release and completed tax reporting form(s) are not received by the Claims Administrator within one (1) year of the Effective Date, or the extended time set by the Claims Administrator as permitted in paragraph 11, shall be ineligible for and forever barred from receiving any relief under this Decree, except that the Claims Administrator shall engage in outreach with any Eligible Claimant who timely responded, but returned a deficient release and/or tax reporting form(s), and provide additional time to properly complete and return such forms. Any further exception to the untimely receipt of the release and/or any required tax reporting form(s) must be mutually agreed upon by the EEOC and Defendant.

The Claims Administrator shall provide to Defendant and the EEOC a list of the Eligible Claimants who timely returned the signed Release and tax forms. The Claims Administrator shall provide Defendant with electronic copies of all timely received and completed Release forms, the total payment to be made to each Eligible Claimant, and a calculation of the total amount needed to cover all payments for the employer's share of payroll taxes. At the conclusion of the settlement administration process, the Claims Administrator shall provide a copy of all Release forms to Defendant, along with a register listing all Eligible Claimants and the payment amount made to each one.

24. **Payment to Eligible Claimants.** The Claims Administrator shall be responsible for making payments to the Eligible Claimants from the QSF. Payments to each Eligible Claimant shall be made within fifteen (15) business days of the Claims Administrator's receipt of a signed, properly completed and returned Release and tax reporting forms from the Eligible Claimant.

25. **Issuance of Payments.** The Claims Administrator shall issue payment to the Eligible Claimants using overnight delivery with tracking. Most Eligible Claimants will receive two payments. One payment will be attributed to back pay, which will be reduced by applicable federal, state and local income tax or other withholdings, and for which an IRS Form W-2 shall be issued to the recipient by Defendant. The second payment will be attributed to compensatory damages under the Civil Rights Act of 1991, 42 U.S.C. § 1981a, will not be reduced by any income tax withholding, and for which an IRS Form 1099 to be issued to the recipient by Defendant. To the extent that any payment is returned as undeliverable, the Claims Administrator shall notify the EEOC, and the Claims Administrator shall make reasonable efforts to obtain an updated address. Any check that is not cashed within six (6) months of issuance shall be voided. The Claims Administrator shall submit proof of payment(s) to each Eligible Claimant to the EEOC within ten (10) business days of the payment(s).

26. **Returned Notification of Award.** If envelopes from the mailing of the Notification of Award are returned with forwarding addresses, the Claims Administrator will re-mail the Notification of Award to the new address within three (3) business days. If no forwarding address has been provided, the Claims Administrator may attempt to obtain updated address information. If the Claims Administrator obtains new addresses, it will re-mail the claims package within five

(5) business days of receipt of the new address. If a postal address is not available but an email address is available, the Claims Administrator may use email as a substitute.

27. **Late Claims.** For claims received after the one (1) year deadline, or the extended time set by the Claims Administrator as permitted in paragraph 11, the Claims Administrator shall notify the late-filing individuals that their claims are untimely and that they are not eligible for any monetary award.

28. **Returned or Uncashed Checks.** The Claims Administrator shall promptly notify the EEOC in writing of any checks that are returned or are not cashed after a period of ninety (90) calendar days has elapsed from the date on which the settlement checks were mailed. If any Eligible Claimant's check is undeliverable or uncashed, and the EEOC determines that the Eligible Claimant cannot be located (hereafter referred to as a "missing Eligible Claimant"), the missing Eligible Claimant shall receive no payments under the Decree. If any portion of the Settlement Fund has been allocated to a missing Eligible Claimant, and therefore cannot be distributed to the claimant, six (6) months after the checks were originally mailed, in the discretion of the EEOC, the balance of the check shall become part of the unallocated balance and shall be distributed per the terms of Paragraph 10 of this Decree.

VII. INJUNCTIVE RELIEF RELATED TO COLLINS

29. Within ten (10) business days of the Effective Date, Defendant shall eliminate from any employment records of Collins all documents, entries, or references of any kind relating to the facts and circumstances which led to the filing of EEOC Charge Number 11B-2023-00423 to include his discharge and the related events that occurred thereafter and place them in a separate investigation file to be marked confidential. Collins may submit a letter of resignation to be placed in his personnel file. Defendant shall report compliance with this provision to the Commission within ten (10) business days of the Effective Date.

30. Defendant shall provide Collins with a letter of reference using the form attached hereto as Exhibit "C". Within ten (10) business days of the Effective Date, the original, signed letter of reference shall be provided to Collins at an address provided by his counsel. Collins is free to disseminate the letter to potential employers. Defendant agrees that if it receives any inquiry about Collins from a potential employer, it will provide only the information set forth in the letter of reference in response.

VIII. TRAINING AND POLICY CHANGES

31. Within 90 days of the Effective Date, Defendant shall provide a live one (1) hour in-person training program to its executive team and Human Resources employees with a trainer who will present the training session either live in-person

or live via videoconference. No later than one hundred fifty (150) days after the Effective Date, Defendant shall notify all management employees (with the titles Manager to Senior Vice President) of the requirement to complete a one (1) hour training session via Defendant's internal online training portal within thirty (30) days. The training session for the management employees shall consist of a video recording of the one (1) hour training session presented to the executive team and Human Resources employees. The training will include a process for management employees to take an online quiz at the end of the training video. All employees undergoing online training must answer no less than (80%) of the questions correctly to pass. Defendant will cause any employee who fails the test to retake the training.

Subsequent training programs shall be conducted annually beginning one year after the first session until the expiration of the Consent Decree. The subsequent training programs will be rolled out to all management level employees (including the Executive Team, Human Resources Department employees, and employees with the title Manager to Senior Vice President) through Defendant's online training portal, and Defendant will provide their employees with thirty (30) days to complete the training session. At the end of the session, employees will be required to complete and pass an online quiz with a minimum score of eighty percent.

All trainings shall be led by an ADA compliance specialist the name and title of which will be provided by Defendant to the EEOC at least fifteen (15) business days prior to each training session, along with the proposed agenda or topics that will be covered during the training session. The foregoing information shall be submitted by electronic mail to EEOC-ATDO-decree-monitoring@eeoc.gov. Defendant should presume that the proposed agenda is approved unless the Commission contacts Defendant within five (5) business days following Defendant's submission of the agenda.

Each training program shall promote Defendant's compliance with federal anti-discrimination laws, with an emphasis on Defendant's obligations under the ADA to not discriminate against qualified individuals based on their disabilities; Defendant's duty to provide reasonable accommodations to qualified individuals with disabilities, through an interactive process, which permit the individuals to perform the essential functions of the position held or desired and/or to enjoy equal benefits and privileges of employment; the availability of leave as an accommodation under the ADA, including consideration of additional leave after other types of leave expire, the interplay between the ADA and the Family and Medical Leave Act and between the ADA and Defendant's leave and attendance policies; and an explanation of the ADA's prohibition against retaliation in the workplace.

Within seven (7) business days following the thirty (30) day deadline for employees to complete the training sessions outlined above, Defendant shall certify to the Commission the specific training that was undertaken. This certification shall include the dates, times, and locations of the trainings, and the identities of all trainers and attendees. All written notice and certification required by this section of the Consent Decree shall be sent to the EEOC via electronic mail at EEOC-ATDO-decree-monitoring@eeoc.gov.

32. Within thirty (30) days of the execution of this Consent Decree, Defendant will revise its Employee Handbook, its Disability Accommodations Policy, and its Request for Accommodations Under the Americans with Disabilities Act form and the instructions for that form, to clarify that reasonable accommodations may be necessary not only for the performance of the essential functions of a job, but also for employees or applicants to enjoy equal benefits and privileges of employment and for applicants who may need an accommodation during the hiring process. These documents will also be revised to make clear that leave, or additional leave when other types of leave expire, may be a reasonable accommodation. Defendant will also change its Medical Leave of Absence policy ("MLOA") to provide an exception to its policy of automatic discharge after expiration of a medical leave when an employee needs a reasonable accommodation under the ADA.

33. Within thirty (30) days of the execution of this Consent Decree, Defendant will revise its Employee Handbook to include the Pregnant Worker's

Fairness Act ("PWFA") and shall include a process for requesting accommodations under the PWFA.

IX. REPORTING

34. During the term of this Consent Decree, Defendant shall provide the Commission with a report within four (4) months after the Effective Date, followed by reports at six (6) month intervals following the first report. These reports shall be sent to EEOC-ATDO-decree-monitoring@eeoc.gov and shall include the following information:

A. the identities of all individuals who requested an accommodation for a physical or mental impairment, the accommodation requested, the date of the request, whether the request was granted or denied, the person making the decision, and the date of the decision; and

B. for everyone identified in 34.A. above whose accommodation request was denied, a detailed statement explaining the reasons for denial, including the name and job title of the decisionmaker(s).

Defendant shall provide the Social Security number and any contact information requested of any individual identified in response to paragraphs 34.A. and 34.B. within five (5) business days of a request by the Commission.

In the event there is no activity to report pursuant to this paragraph, Defendant shall send the Commission a "negative" report indicating no activity.

X. POSTING

35. Within ten (10) days after the Effective Date and continuing throughout the three-year term of this Consent Decree, Defendant shall conspicuously post the attached Employee Notice, marked Exhibit "D", hereby made a part of this Consent Decree, in a place where it is visible to all of Defendant's employees at all its locations. If the Notice becomes defaced or unreadable, Defendant shall replace it by posting another copy of the Notice. Within ten (10) days of the posting of this Notice, Defendant will report compliance with this provision to the Commission.

XI. COMPLIANCE REVIEW

36. The Commission may review compliance with this Consent Decree. As part of such review, with at least five (5) business days' notice to Defendant, the Commission may inspect Defendant's facilities and request, examine and copy documents relevant to Defendant's compliance with this Consent Decree.

37. If at any time during the term of this Consent Decree, the Commission believes that Defendant is in violation of the Consent Decree, the Commission shall give notice of the alleged violation to Defendant. Defendant shall have fifteen (15) business days in which to investigate and respond to the allegations. Thereafter, the parties shall then have a period of fifteen (15) business days, or such additional period as may be agreed upon by them, in which to engage in negotiation regarding such allegations before the Commission exercises any remedy provided by law.

XII. MISCELLANEOUS NOTICES

38. All notices to Defendant by the Commission pursuant to this Consent Decree shall be sent by electronic mail to the following:

(a) Mark Scarpitti, 1st Franklin Financial Executive Vice President and General Counsel, at MJS6091@1ffc.com; and

(b) Amanda C. Williams, Parker Poe, at amandawilliams@parkerpoe.com.

If Defendant's designated point of contact changes at any time during the term of this Consent Decree, Defendant shall notify the Commission and provide contact information for a new designated point of contact within ten (10) business days of the change.

39. All reports or other documents sent to the Commission by Defendant pursuant to this Consent Decree shall be sent by electronic mail to: (1) EEOC-ATDO-decree-monitoring@eeoc.gov; or (2) if by regular mail to – Regional Attorney, Equal Employment Opportunity Commission, Atlanta District Office, 100 Alabama Street, SW, Suite 4R30, Atlanta, Georgia 30303.

40. Each party shall bear its own costs and attorneys' fees.

Signed and entered this 22nd day of December, 2025.

Thomas W. Thrash

Thomas W. Thrash, Senior District Judge

United States District Court, Northern
District of Georgia, Atlanta Division

The parties jointly request that the Court approve and enter the Consent Decree:

FOR PLAINTIFF U.S. EQUAL EMPLOYMENT OPPORTUNITY

CATHERINE L. ESCHBACH
Acting General Counsel

CHRISTOPER W. LAGE
Deputy General Counsel

MARCUS G. KEEGAN
Regional Attorney

LAKISHA DUCKETT ZIMBABWE
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/s/Steven A. Wagner
Steven A. Wagner
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FOR DEFENDANT 1ST FRANKLIN FINANCIAL CORPORATION

/s/Brandon O. Moulard
Brandon O. Moulard (by SAW w/permission)
Georgia Bar No. 940450
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EXHIBIT "A"

[EEOC LETTERHEAD]

NOTICE OF AWARD

[Date]

Dear ______,

You should have received a letter regarding a resolution in <u>EEOC v. 1st Franklin Financial Corporation</u>, Civil Action No. 1:25-CV-03632-TWT-CCB, Northern District of Georgia, Atlanta Division, notifying you of your potential inclusion as an aggrieved individual entitled to relief based on your request for an accommodation for a medical condition. The letter is to inform you that you are an eligible class member and have been selected to receive payment based on your request for an accommodation for your medical condition from 1st Franklin. Although you are eligible to receive this payment, this payment does not constitute an admission of liability by 1st Franklin in the lawsuit.

A condition for receipt of any payment requires the following:

(1) SIGNING THE ENCLOSED TAX REPORTING FORMS

(2) SIGNING THE ENCLOSED RELEASE OF CLAIMS

(3) RETURNING THE TAX REPORTING FORMS AND RELEASE OF CLAIMS TO _______ AT ______. YOUR CLAIM FORMS MUST BE RECEIVED NO LATER THAN _____ [INSERT DATE 60 CALENDAR DAYS FROM THE DATE OF THIS LETTER]. Please keep a copy of your signed documents for your records. For your convenience, enclosed is a self-addressed return envelope with the necessary postage.

Any questions regarding the Release of Claims or tax reporting forms should be directed to [insert name of the Claims Administrator] at [insert telephone number] or [insert email address]. To safeguard the privacy of this matter, you will be required to provide your name and contact information and other identifying information to the Claims Administrator to confirm your identity as an eligible recipient.

Very truly yours,

[Claims Administrator]

Enclosure

EXHIBIT "B"

RELEASE OF CLAIM FORM

In consideration for and effective upon my receipt of the XX dollars and zero cents ($), less any applicable tax or other withholdings, paid to me in connection with the resolution of EEOC v. 1st Franklin Financial Corporation, Civil Action No. 1:25-CV-03632-TWT-CCB ("the Action"), Northern District of Georgia, Atlanta Division, I hereby waive and release my right to file any action or to recover for any claims alleged in the Action, including claims of failure to accommodate, discharge, and/or retaliation arising under the Americans with Disabilities Act, that I had or may have had against 1st Franklin Financial Corporation and any related entities, and their directors, officers, shareholders, members, employees, agents, successors, predecessors, parents, subsidiaries, affiliates, assigns, insurance carriers and attorneys, and all persons or other entities who might be claimed to be jointly and severally liable with them as of the date of this release.

__________________________ _______________________
Signature Date

____
Printed First and Last Name

____
Street Address

____
City, State, and Zip Code

EXHIBIT "C"

[Defendant's letterhead]

[Date]

TO WHOM IT MAY CONCERN:

We are pleased to provide the following reference on behalf of our former employee, Joseph M. Collins.

Mr. Collins was employed by 1st Franklin Financial Corporation ("1st Franklin") from February 13, 2023, until May 22, 2023. During his tenure with 1st Franklin, Mr. Collins was employed as Customer Service Representative.

We hope that this information about Mr. Collins is helpful to you in considering him for employment.

Sincerely,

____
[Parties to agree upon signature to letter]

EXHIBIT "D"

EMPLOYEE NOTICE

1. This Notice is posted pursuant to a Consent Decree entered by the United States District Court for the Northern District of Georgia in the matter of *EEOC v. 1st Franklin Corporation, Civil Action No. 1:25-cv-03632-TWT-CCB,* a case where the EEOC alleged disability discrimination by 1st Franklin against a class of disabled employees who needed reasonable accommodations under the Americans with Disabilities Act ("ADA").

2. Federal law requires that employers not discriminate against any employee or applicant for employment because of the individual's race, color, religion, sex, national origin, age (40 or older), genetic information, pregnancy, or disability. Federal law also prohibits retaliation against applicants and employees because they have opposed unlawful employment discrimination, or because they gave testimony or assistance in or participated in an employment discrimination investigation, proceeding, or hearing, or otherwise asserted their rights under the laws enforced by the EEOC.

3. 1st Franklin will comply with such federal law in all respects. Furthermore, 1st Franklin will not take any actions against applicants or employees because they have exercised their rights under these laws, reported an alleged violation under the law, or given testimony, assistance or participation in any investigation, proceeding or hearing conducted by the EEOC.

An employee has the right, and is encouraged to exercise that right, to report allegations of employment discrimination in the workplace. An employee may contact their local EEOC field office for the purpose of filing a charge of employment discrimination. To locate the nearest field office, contact: Equal Employment Opportunity Commission at 1-800-669-4000 or TTY: 1-800-669-6820.

This Notice will remain posted for at least three (3) years by agreement with the U.S. Equal Employment Opportunity Commission.

DO NOT REMOVE THIS NOTICE UNTIL: ____________________, 20___.