

THE LAW OFFICES OF  
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June 24, 2009

Board of Directors  
Alpha Kappa Alpha Sorority, Inc.  
5656 South Stony Island Avenue  
Chicago, IL 60637

**Re: Kenitra Shackelford**

Dear Members of the Board:

We have been retained to represent Kenitra Shackelford in connection with her recent unpaid suspension from Alpha Kappa Alpha Sorority, Inc. ("AKA"). Ms. Shackelford is currently the Director of Meetings/Conferences. She started working for AKA in December 2008 after working for both the Hyatt Corporation and Edward Don & Company. She has a proven track record of improving operations and contract processes. She is also currently in paralegal school with a 4.0 GPA and academic honors. During her time with AKA she has significantly updated the method for planning events at AKA creating significant cost savings and increased transparency. She has never received a poor review or complaint. Recently, the issue of increased transparency has become a serious problem for Ms. Shackelford, including what we believe is unlawful retaliation against Ms. Shackelford in violation of Illinois law including the Illinois Whistleblower Protection Act (740 ILCS 175/1, *et seq.*)

When Ms. Shackelford started with AKA it became apparent to her that procedures used in planning meetings and events were very opaque. As Ms. Shackelford continued working at AKA, it became evident that the lack of transparency was not due to poor planning, but was part of a purposeful plan to keep costs and expenditures hidden. Recently, Ms. Shackelford has brought many of the discrepancies in costs and expenditures forward to Dr. Betty James. In response, President Barbara McKinzie has retaliated against Ms. Shackelford by, among other things, verbally berating her, humiliating her, and initiating the current suspension.

When Ms. Shackelford started with AKA the method for arranging airfare, hotel rooms, and catering for AKA's meeting and events lacked modern methods. There was no computer program to monitor costs and expenditures, which is unheard in organizations the size of AKA. When Ms. Shackelford attempted to implement new programs, she began to notice that many of the charges on the AKA American Express could not be accounted for. She also received notice of additional expenditures that include over \$30,000 spent on extravagant jewelry purchases without any explanation (\$1,100 for a Tiffany heart diamond pinky ring, \$1,000 for a ruby pinky ring. \$6,500 for Movado gold watch, \$8,500 diamond heart with solitaire stone, etc.), as well as numerous other unexplainable charges at department stores. There are also frequent unexplainable charges to Butler Limousine Service which were never approved as part of any

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travel or meeting expenses. For example, in the most recent credit card statement there are over \$3,600 in charges paid to Butler Limousine in one month. The majority of these charges have no correlation with AKA documented business. The American Express statements additionally include numerous large restaurant expenditures that have no apparent connection to any official AKA meetings/events. For example, the most recent charge by Ms. McKinzie for over \$800 at Joe's Stone Crab occurred on a Sunday in which there were no events or meetings planned for AKA.

Not only were the charges occurring at AKA questionable, the manner in which accounting tried to handle the charges was improper. One afternoon, Eric Salstrand, the Director of Finance, called Ms. Shackelford and asked her to identify legitimate purchases on the American Express statement. Mr. Salstrand attempted to have Ms. Shackelford categorize some of the purchases that she didn't recognize as legitimate meeting/travel expenses. Ms. Shackelford attempted to dispute these purchases. However, it became apparent to Ms. Shackelford that Mr. Salstrand was burying any unexplained charges by misclassifying them so that it would appear that they were legitimate AKA expenses.

Ms. Shackelford also learned of additional improprieties occurring at AKA that involved Ms. McKinzie allegedly engaging in conduct which could best be described as "shaking down" vendors. There were numerous complaints that Ms. McKinzie required vendors to provide her with personal payments in order to do business with AKA. In 2006, there was a letter sent to President White about this conduct occurring when Ms. McKinzie was treasurer. Specifically, David Carpenter a travel consultant alleged that Ms. McKinzie forced him to pay her \$21,000 in order to work with AKA. According to Mr. Carpenter, Ms. McKinzie claimed the payment was for her "audit" services. After this became common knowledge the sorority was forced to reimburse Mr. Carpenter. Since Ms. Shackelford started working at AKA she has been witness to similar complaints. Vendors would often call and complain to Ms. Shackelford that they could not work with AKA because they could not afford Ms. McKinzie's personal fees.

Since Ms. Shackelford started at AKA she has explained multiple times to Nicole Barrett and Dr. James that she could not properly balance the budget for AKA meetings and conferences without having full knowledge of Ms. McKinzie's unexplained charges on the American Express. Ms. Shackelford mentioned these problems to Dr. James in March 2009, and again to both Dr. James and Kenneth Harris in finance in April 2009. Each time she mentioned the problems she was told to ignore the charges and just balance the budget. Ms. Shackelford became uncomfortable proceeding because it was her job to monitor and budget all meetings and events, and she did not want to be part of any illegal actions.

When the May 2009 American Express bill came, Ms. Shackelford identified the legitimate charges she could and sent a notice to Mr. Harris. Then at the next meeting Mr. Harris asked her about \$60,000 in airfare charges, as well as \$25,000 in charges from Alaska in November 2008 that could not be explained. Once again, Ms. Shackelford could not explain what was going on. After the meeting, Ms. Shackelford brought up her concerns in a sidebar

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with Dr. James. Dr. James told her not to worry about these charges because Ms. McKinzie knows what is going on. During that same month, Ms. Shackelford also found out that Ms. McKinzie was diverting all of the hotel reward points that AKA was earning on the Anchorage, Alaska contracts to her own personal account. Just like before, Dr. James told Ms. Shackelford that she should ignore this as well and just do the best she can.

After bringing forward all of these unexplained charges and expenses, Ms. McKinzie's treatment of Ms. Shackelford drastically changed. Anytime that Ms. McKinzie dealt with Ms. Shackelford she was verbally abusive and attacked Ms. Shackelford for almost anything that occurred at AKA. Ms. McKinzie's bullying tactics became most evident immediately before Ms. Shackelford was suspended. On May 26, 2009, Ms. Shackelford was attempting to work with Ms. McKinzie to plan the annual leadership conference in Anchorage, Alaska. Due to changes in scheduling, a number of attendees were going to have to be relocated. Ms. McKinzie told Ms. Shackelford that she should relocate the attendees and move their credit card deposits to other hotels. Ms. Shackelford explained to Ms. McKinzie that it would be illegal to keep the relocated attendees' deposits due to agreements with the hotels and credit card companies. At this point, Ms. McKinzie became very angry and told Ms. Shackelford to keep the attendees' deposits because it was "her money" and she did not have to give it back.

After this meeting, Ms. Shackelford contacted AKA's outside counsel, Patricia Holland, to discuss what was going on with the attendees' deposits. Ms. Holland informed Ms. Shackelford that Ms. McKinzie could not keep the attendees' deposits. Ms. Shackelford then asked Ms. Holland to send an email to Ms. McKinzie explaining the situation. After Ms. Holland sent the email, Ms. McKinzie became even more abusive. On June 15, 2009, Ms. Shackelford had her next meeting, a phone conference, with Ms. McKinzie. Ms. McKinzie then berated Ms. Shackelford for alleged mistakes that never occurred.

Immediately after her phone conference with Ms. McKinzie, Ms. Shackelford met with Nicole Barrett and Dr. James to discuss the situation. Ms. Shackelford told them that she did not consider it appropriate that she was being attacked by Ms. McKinzie for her refusal to participate in or to allow illegal actions to continue. Ms. Shackelford expressed that she felt as if she had no ability to adequately complete her duty to budget events because Ms. McKinzie charged whatever she wanted. Dr. James told Ms. Shackelford that there was nothing she could do about Ms. McKinzie and that is why people in her position are forced to quit or become ill like Pamela Williams. This is part of the reason there have been five people in this position in less than three years. Ms. Shackelford once again explained that she was uncomfortable with the lack of transparency within her budget and that she didn't believe could properly do her job with so many unexplained charges. At the conclusion of the meeting, Ms. Barrett gave Ms. Shackelford permission to leave for the day.

On June 16, 2009, Ms. McKinzie's bullying tactics became even worse to the extent that it was possible. The meeting began with Ms. McKinzie yelling at Ms. Shackelford about the room relocations in Anchorage, Alaska and asking her why she didn't do what she asked. The

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entire meeting Ms. McKinzie was screaming, cursing, and literally growling through her teeth at Ms. Shackelford. At one point, Ms. McKinzie even threw the document listing the hotel guests at Ms. Shackelford. Ms. Shackelford continued to sit through the verbal and physical attacks for some time. Eventually, Ms. McKinzie's conduct became unbearable and Ms. Shackelford left the meeting. Since it was the end of the day she left the office.

On June 17, 2009, Ms. Shackelford received notice from Dr. James that she was being suspended without pay from June 18, 2009 until June 25, 2009. Dr. James and Ms. Barrett informed her that this suspension was due to her alleged work abandonment on June 15 and June 16. Ms. Shackelford responded that she didn't abandon her job; she only left when she had permission. Ms. Barrett admitted that she had given her permission to leave but then claimed that she didn't have the authority to give such permission even though she is Ms. Shackelford's supervisor. Dr. James informed her that she should consider herself lucky, because normally Ms. McKinzie suspends people for a much longer period of time. Dr. James asked her to just consider this a cooling off period.

Ms. Shackelford believes that her suspension was unlawful and that the work abandonment claim was a pretext to retaliate against her. Ms. Shackelford never abandoned her job on either of those days. On June 15, 2009, Ms. Shackelford left work early with the permission of her supervisor after being verbally abused by Ms. McKinzie. On June 16, 2009, Ms. Shackelford left the meeting after being verbally and physically abused. She did not leave early that day and did not abandon her job.

Ms. Shackelford believes that the real reason for suspension was due to her bringing forward all of Ms. McKinzie's unexplained charges and expenditures and for her refusal to participate in this conduct. Ms. Shackelford believes that these charges were fraudulent and that her refusal to continue operating AKA in a manner that allowed these charges to be hidden resulted in Ms. McKinzie retaliating against her with an unpaid suspension. Ms. McKinzie's response to Ms. Shackelford's refusal to participate in what she perceives as continuing fraud constitutes unlawful retaliation.

Ms. Shackelford believes that actions taken by Ms. McKinzie against her are part of a larger scheme by Ms. McKinzie to divert funds from AKA to Ms. McKinzie for her own private benefit. Ms. McKinzie's taste for expensive jewelry and gifts has led her to use the AKA credit card to make extravagant purchases for herself. Ms. Shackelford also believes that Ms. McKinzie has extorted money from various vendors causing AKA to be forced to pay much higher costs at their various events. In addition, Ms. Shackelford is aware of complaints that Ms. McKinzie directs resources to the various AKA chapters based on how expensive of a gift the chapter purchases for her during her visits. All of this is in addition to the \$375,000 a year salary Ms. McKinzie receives for what is, under the AKA constitution, supposed to be an unpaid position.

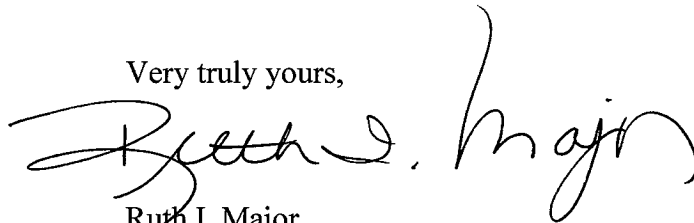
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As all of you are well aware, the members of your sorority are required spend a large amount of their hard earned money toward yearly dues and costs. These members never intended for a large portion of their dues to be diverted from the sorority to Ms. McKinzie's personal use. AKA is a non-profit organization that is supposed to empower communities through exemplary service initiatives and progressive programs. Ms. McKinzie's apparent greed has permeated the organization drastically depleting the sororities' resources and damaging its reputation. AKA will be unable to continue furthering its goals when its leader is using the organization as engine to meet her own selfish desires.

Please contact me if you would like to discuss an amicable resolution of this matter which must include, in addition to addressing Ms. Shackelford's damages, action by AKA to ensure that Barbara McKinzie's conduct is thoroughly investigated by a reliable outside party and that the sororities' assets are adequately protected. You can reach me at (312) 893-7522 (my direct line). If we have not heard back from you by June 30, 2009, we will proceed with further action.

Very truly yours,

A handwritten signature in black ink that reads "Ruth I. Major". The signature is written in a cursive style with a large, sweeping flourish at the end.

Ruth I. Major

Email: [rmajor@major-law.com](mailto:rmajor@major-law.com)

cc: Dr. Betty James, Kenitra Shackelford