

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION**

KENITRA SHACKELFORD,)
)
) **Plaintiff,**)
)
) **v.**)
)
) **ALPHA KAPPA ALPHA SORORITY, a**)
) **District of Columbia non-profit corporation,**)
) **and BARBARA McKINZIE, in her**)
) **individual capacity,**)
)
) **Defendants.**)

Case No.

2009L010473
CALENDAR/ROOM Y
TIME 00:00
Retaliator Discharge
SEP -3 PM 3:43
CIRCUIT COURT OF COOK
COUNTY ILLINOIS
LAW DIVISION
CLERK
FILED-16

VERIFIED COMPLAINT AT LAW

Plaintiff Kenitra Shackelford (hereinafter referred to as "Plaintiff" or "Ms. Shackelford"), by her attorneys, The Law Offices of Ruth I. Major PC, for her Complaint against the Defendants Alpha Kappa Alpha Sorority ("AKA" or "Defendant AKA") and Barbara McKinzie ("McKinzie" or "Defendant McKinzie") (Defendant McKinzie and Defendant AKA collectively referred to as "Defendants") alleges as follows:

INTRODUCTION

1. Ms. Shackelford was employed by AKA as the Director of Meetings/Conferences beginning in December 2008 as a Contractor. She became a permanent employee in March 2008. In that position she was involved in accounting for certain of AKA's expenditures. During her employment she became aware that the President of AKA, Defendant McKinzie, was spending large sums of money on purchases that did not appear to be proper. AKA management also asked Ms. Shackelford to allocate expenses to business activities for which she knew the expenses were not incurred. When she refused to go along and instead expressed her concerns

about the improper spending of the AKA President, Defendant McKinzie retaliated against Ms. Shackelford by publicly and openly humiliating her, reprimanding her based on false allegations, suspending her, terminating her employment and then falsely claiming that she had resigned. After Ms. Shackelford brought these matters to the attention of the AKA Board, AKA representatives then falsely claimed that it was Ms. Shackelford who had engaged in improper conduct. AKA management even went to such lengths as fabricating documents in an ill-conceived attempt to shift focus away from Defendant McKinzie and to justify an unjustifiable decision. Ms. Shackelford brings claims against the Defendants under the common law torts of tortious interference with contract and retaliatory discharge and under Illinois statutory law, specifically a violation of the Whistleblower Act (740 ILCS 174/1, *et seq.*).

PARTIES

2. Plaintiff Shackelford is a resident of Illinois. She was employed as the Director of Meetings/Conferences from December 2008 through June 2009.

3. Defendant AKA was incorporated on January 20, 1913 as a private, non-profit corporation organized under the laws of the District of Columbia. It has been designated by the Internal Revenue Service as a tax exempt organization under I.R.C. Section 501(c)(7). AKA's offices are located at 5356 South Stony Island Avenue, Chicago, Illinois, County of Cook. AKA is America's first Greek-letter sorority established by Black women.

4. Defendant McKinzie is a resident of Illinois. She is, and was at all times relevant to this Complaint, the International President ("President") of AKA.

JURISDICTION AND VENUE

5. This Court has jurisdiction over this matter as each party to the Complaint is a resident of Illinois or, in the case of AKA, is a corporation doing business in Illinois. 735 ILCS 5/2-209.

6. Venue is proper in this district pursuant to 735 ILCS 5/2-101 because part of the transaction out of which the cause of action arose took place in Cook County, Illinois.

FACTS

7. Ms. Shackelford was employed as the Director of Meetings/Conferences from December 2009 through late June 2009. As her title indicates, Ms. Shackelford was responsible for overseeing hotel, travel, and meal arrangements for AKA members during conferences or other AKA special events.

8. Many of AKA's events are extremely large and require long-term planning. For example, over 25,000 sorority members attended the 2008 Boule Centennial Celebration, and over 1,400 sorority members attended the week-long 2009 Alaska Leadership Conference.

9. When Ms. Shackelford started with AKA, it became apparent to her that the procedures used by AKA in planning meetings and events were very opaque. The methods for arranging airfare, hotel rooms, and catering for AKA's meetings and events lacked modern methods and technology. For instance, there were no computer programs utilized to monitor costs and expenditures for its meetings and conferences, which is unheard of in the case of an organization with AKA's size and prominence.

10. In most large organizations a meeting/conference planning computer program is used to track costs, expenditures, and revenues for each event. These planning programs allow organizations to maximize efficiency and accountability by monitoring each dollar spent on hotel

rooms, airfare, ground transportation, registration fees, sessions, banquets, and gifts. The method used by AKA did not track expenditures closely and lacked a standard system of checks and balances.

11. 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.

12. When planning its events, AKA would purchase a block of rooms at a set price from the hotels. AKA would then incur an obligation to pay for the rooms at the set price whether or not each room was filled. Although this created some risk, it allowed AKA to charge its members more than the rooms actually cost. This method was often used for hotel suites. The event planning system that AKA used did not monitor these profits and only kept track of total revenues received.

13. The lack of monitoring allowed Defendant McKinzie to have “VIP” or “Gratis” lists for the events, which she used to give certain individuals free hotel rooms and even free hotel suites.

14. Additionally, these “VIPs” received *per diem* spending even when their food and transportation were already being provided by AKA. It was apparent to Ms. Shackelford that the system was in place so that McKinzie could take care of her friends at the expense of other sorority members without any accountability to the general organization. *Per diem* checks were given to VIPs without requiring an expense report to justify such out of pocket expenses.

15. When Ms. Shackelford attempted to implement new programs to help identify expenditures, she began to notice that many of the charges on AKA American Express Invoices

could not be linked to legitimate sorority transactions. She also received notice of additional questionable expenditures that included:

- a. 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 a Movado gold watch, \$8,500 for a diamond heart with solitaire stone, etc.);
- b. Numerous other unexplainable charges at department stores;
- c. Frequent unexplainable and excessive charges to Butler Limousine Service which were never approved as part of any travel or meeting expenditure. For example, a recent credit card statement showed over \$3,600 in charges paid to Butler Limousine in one month. Butler Limousine is based out of Homewood, Illinois and there were no AKA events or meetings in the Chicagoland area which required such services. The majority of these charges have no correlation with AKA documented business; and
- d. Numerous large restaurant expenditures that had no apparent connection to any official AKA meetings/events. For example, a recent charge by McKinzie for over \$800 at Joe's Stone Crab occurred on a Sunday when there were no events or meetings scheduled for AKA.

16. Not only were the charges occurring at AKA questionable, the manner in which accounting tried to handle the charges was improper.

17. Specifically, one afternoon Eric Salstrand, the Director of Finance, called Ms. Shackelford and asked her to identify legitimate purchases on the American Express statement.

18. Mr. Salstrand then attempted to have Ms. Shackelford categorize some of the expenditures that she did not recognize as legitimate meeting/travel expenses. Ms. Shackelford attempted to question the validity of certain 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.

19. Mr. Salstrand actually asked Ms. Shackelford to mark charges she did not recognize as meeting planning charges.

20. Each time Mr. Salstrand asked Ms. Shackelford to fraudulently misclassify illegitimate charges as meeting and planning charges she refused.

21. For example, Mr. Salstrand wanted to mark Melodie McDowell's trip to Washington, DC Guinness Records, which cost between \$2,000 and \$3,000 as a "postage cost."

22. As Ms. Shackelford was in charge of planning AKA trips, and this was in fact a trip she planned, it was clear that Ms. McDowell's trip could not be properly categorized as a "postage cost." Ms. Shackelford told Mr. Salstrand that the misclassification was improper, and AKA could not operate in this manner. Yet these misclassifications occurred often and forced Ms. Shackelford to have frequent disagreements with Mr. Salstrand over the fraudulent accounting procedures.

23. Mr. Salstrand's actions, however, were only part of a larger scheme by Defendant McKinzie. Ms. Shackelford often saw Mr. Salstrand in Defendant McKinzie's office with the accounting documents. Ms. Shackelford could hear McKinzie ordering him to move charges around and change the method of accounting for costs. Most times he would leave her office red in the face with frustration and clearly shaken.

24. Ms. Shackelford also learned of additional improprieties occurring at AKA that involved Defendant McKinzie allegedly engaging in conduct which could best be described as "shaking down" vendors. There were numerous complaints that Defendant McKinzie required vendors to provide her with personal payments in order to do business with AKA in breach of her fiduciary duties to AKA.

25. In 2006, there was a letter sent to then AKA President White about this conduct occurring when Defendant McKinzie was treasurer.

26. Specifically, David Carpenter, a travel consultant, alleged that Defendant McKinzie forced him to pay her \$21,000 in order to do business with AKA. According to Mr. Carpenter, Defendant McKinzie claimed the payment was for her "audit" services.

27. Upon information and belief, Defendant McKinzie only spent about two hours of time on this matter. This would make her alleged "fees" for auditing services, as the treasurer of a non-profit corporation, \$11,500 an hour.

28. 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 on upcoming meetings or conferences because they could not afford Defendant McKinzie's personal fees.

29. At a meeting planning event, Art Trumbull, a former AKA vendor, told Ms. Shackelford he could not work with AKA anymore and would not be participating in the 2009 Leadership Conference held in Anchorage, Alaska due to Defendant McKinzie's monetary requirements. He then demonstrated what McKinzie wanted by putting his hands through a stairway gate with them turned up like he was looking for a handout.

30. In approximately May 2009, another former vendor, Perry Evans, called and told Ms. Shackelford that he could not participate in an event after receiving a letter from the AKA Educational Advancement Foundation asking for \$500. He stated that the letter did not request a donation, but demanded the money in order to partake in the 2009 Leadership Conference in Anchorage. He told Ms. Shackelford that he could not afford to pay that amount on top of what he already has to pay the sorority and Defendant McKinzie. When Ms. Shackelford told her assistant, Sheila Davis, about the phone call she responded by telling Ms. Shackelford that she receives those types of phone calls all of the time.

31. Since Ms. Shackelford started at AKA she has explained multiple times to Nicole Barrett, Deputy Director, and to Dr. Betty James, Executive Director, that she could not properly balance the budget and plan for AKA meetings and conferences without having full knowledge of what, if any, are approved expenditures of Defendant McKinzie's unexplained charges on the American Express.

32. Ms. Shackelford mentioned these problems on numerous occasions to Dr. James in March 2009, and raised them to both Dr. James and Kenneth Harris, Finance Manager, in April 2009.

33. Each time Ms. Shackelford mentioned the problems, she was advised to ignore the charges and just balance the budget. Ms. Shackelford became uncomfortable proceeding in that manner. It was her job to monitor, plan, and budget all meetings and events, and she did not want to be part of any illegal actions.

34. When the May 2009 American Express bill came, Ms. Shackelford identified the legitimate charges she could and sent a notice to Mr. Harris. She further explained to Mr. Harris that there were numerous charges that could not be explained. When she told this to Dr. James,

once again, she was told not to worry about the charges because Defendant McKinzie knows what is going on.

35. Then, at an impromptu meeting with Mr. Harris, he asked Ms. Shackelford 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 such charges because to her knowledge and notes the charges were not connected to any AKA events. The 2008 Alaska expenditures were prior to Ms. Shackelford's employment with AKA.

36. After the meeting, Ms. Shackelford raised her concerns in a sidebar with Dr. James. Dr. James told her not to worry about these charges because Defendant McKinzie knows what is going on. During that same month Ms. Shackelford also found out that 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.

37. After bringing forward all of these unexplained charges and expenses, Defendant McKinzie's treatment of Ms. Shackelford drastically changed. Anytime that Defendant McKinzie dealt with Ms. Shackelford she verbally abused and attacked Ms. Shackelford for almost anything that occurred at AKA relating to conference/meeting planning.

38. On May 26, 2009, Ms. Shackelford was attempting to work with Defendant McKinzie to plan the biannual leadership conference in Anchorage, Alaska. Due to AKA's extremely high attrition amount, a number of attendees were going to have to be relocated. Defendant McKinzie told Ms. Shackelford that she should relocate the attendees and move their credit card deposits to other hotels. Ms. Shackelford explained to Defendant McKinzie that it was illegal to not only move the attendees' to other hotels without notification and consent, but

also to retain their deposits and shift them to other hotels without consent due to agreements with the hotels and credit card companies. At this point, 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 or obtain consent as her "Sorors" would do whatever she told them to do.

39. After this meeting, Ms. Shackelford immediately contacted AKA's outside counsel, Patricia Holland, to discuss what was going on with the attendees' deposits and the directive given by Defendant McKinzie. Ms. Shackelford had often contacted Ms. Holland before when she was negotiating hotel contracts and vendor agreements. Ms. Holland informed Ms. Shackelford that Defendant McKinzie could not keep the attendees' deposits and if she did she would open up AKA and the hotel to liability. Ms. Shackelford then asked Ms. Holland to send an email to Defendant McKinzie explaining the correct legal way to handle the issue and deposits.

40. After Ms. Holland sent the email, Defendant McKinzie became even more abusive toward Ms. Shackelford. On June 15, 2009, Ms. Shackelford received a call from Nicole Barrett, for a phone conference, with Defendant McKinzie. During this phone conference, Defendant McKinzie berated Ms. Shackelford for alleged travel mistakes that never occurred. She demanded that the relocation and deposit issue better be resolved by June 16, 2009, which was the next meeting with Defendant McKinzie.

41. Immediately after her phone conference with Defendant McKinzie, Ms. Shackelford and Ms. Barrett met with Dr. James to discuss the situation and the verbal abuse by Defendant McKinzie.

42. Ms. Shackelford explained that such attacks by Defendant McKinzie created a hostile working environment and that she was tired of being intimidated by Defendant McKinzie.

Ms. Shackelford told them that she did not consider it appropriate that she was being attacked by McKinzie for her refusal to participate in or to allow illegal actions to continue. Ms. Shackelford expressed that she felt she was unable to adequately complete her duty to budget and plan events because of Defendant McKinzie's unexplained and unrelated charges, and her inability to question such charges.

43. Dr. James told Ms. Shackelford that there was nothing she could do about McKinzie and that is why people in her position are forced to quit or become ill like Pamela Williams, the previous Director of Meeting and Conference planning. According to Dr. James, this was part of the reason there have been five people in this position under Defendant McKinzie.

44. Ms. Shackelford once again explained that she was uncomfortable with the lack of transparency within her planning budget and that she did not believe she could properly perform her job with so many unexplained charges. At the conclusion of the June 15 meeting, Ms. Barrett gave Ms. Shackelford, who was extremely upset by the situation, permission to leave for the day to regroup and prepare for the June 16 meeting with Defendant McKinzie.

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

46. During the entire meeting Defendant McKinzie was screaming, cursing, pounding the table, and literally growling through her teeth at Ms. Shackelford. At one point Defendant McKinzie even threw the stapled document listing the hotel guests at Ms. Shackelford. Ms. Shackelford continued to sit through the verbal and physical attacks for some time. Eventually,

Defendant McKinzie's conduct became so excessive and unbearable that Ms. Shackelford left the meeting to prevent further attacks. Since it was the end of the day she left the office.

47. On June 17, 2009, Ms. Shackelford received written and verbal 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 15th and June 16th.

48. Ms. Shackelford responded that she did not abandon her job on June 15th; she only left when she had permission from Ms. Barrett. Ms. Barrett admitted that she had given her permission to leave on June 15th but then claimed that she did not have the authority to give such permission when Dr. James is in the office even though she was Ms. Shackelford's supervisor. Ms. Shackelford further explained that she left the meeting on June 16th due to the hostile environment that was created by Defendant McKinzie in the form of verbal and physical attacks. Both Dr. James and Ms. Barrett were present for this meeting.

49. Dr. James informed her that she should consider herself very lucky because McKinzie typically suspends employees for a much longer period of time. Dr. James asked her to just consider this a cooling off period.

50. Ms. Shackelford's suspension was unlawful, and the work abandonment claims were 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 McKinzie, and on June 16, 2009, she left the meeting at the end of the workday after being verbally and physically abused by McKinzie.

51. The real reason for suspension was due to her bringing forward all of Defendant McKinzie's unexplained charges and expenditures and refusing to participate in this conduct.

Ms. Shackelford believed that many of these charges were fraudulent and that her appropriate refusal to continue operating AKA in a manner that allowed these charges to be hidden resulted in Defendant McKinzie retaliating against her with an unpaid suspension.

52. On June 17, 2009, Ms. Shackelford reported her concerns to the Illinois Attorney General, who is currently investigating the claims.

53. The concerns of Ms. Shackelford are not aimed at AKA as a whole. To the contrary, AKA is a prestigious sorority that has been instrumental in helping many women during its rich history. Rather, Ms. Shackelford, and even other members of AKA, seek to protect the majority of members who are upstanding and law abiding people. Indeed, on June 20, 2009, Defendant McKinzie, AKA, and others, were sued by other members and former members of AKA, alleging that Defendant McKinzie, *inter alia*, “failed to abide by the rules and procedures set forth in AKA’s Constitution and Bylaws, resulting in several large expenditures without appropriate approval and the improper silencing of dissenting members under the guise of ‘discipline.’” The complaint is styled *Joy Elaine Daley et al. v. Alpha Kappa Alpha Sorority, Inc.*, Civil Action No. 0004456-09, and was filed in the Superior Court of the District of Columbia, Civil Division.

54. Significantly, at least one other agency for whom Defendant McKinzie received compensation is also auditing her billing records. A recent Chicago Sun-Times article, entitled *Sorority President Draws More Scrutiny*, indicates that the Cook County Commissioner, Liz Gorman, is now seeking an outside audit of Defendant McKinzie’s billing activities relating to work she was contractually obligated to perform but never did.

55. The conduct of Defendant McKinzie toward sorority members who dare question her spending and billing habits falls squarely within the pattern she has exhibited toward employees, including Ms. Shackelford, who dare challenge the same type of improper conduct.

56. When Ms. Shackelford returned from her unlawful suspension on June 25, 2009, she arrived at her office to see her belongings packed up and sitting near her workspace. On and around her desk were the belongings of another person.

57. When Ms. Shackelford left the building to retrieve her briefcase and the letter from Dr. James specifying her return to work date, she was stopped by the Human Resource Manager Michelle Williams. Ms. Williams informed Ms. Shackelford that she could not allow her back into the building as she was no longer an employee of AKA. Ms. Shackelford was then told that she had resigned, which is false and known to be false.

58. Defendant McKinzie and her cohorts did not end the retaliation against Ms. Shackelford with that. They started a smear campaign against Ms. Shackelford by claiming that she had been hired by AKA based on a falsified employment application regarding Ms. Shackelford's graduation status from AKA. Contrary to these statements, AKA was well aware that Ms. Shackelford had not yet received her college degree at the time she started working for AKA.

59. Additionally, AKA challenged Ms. Shackelford's application for unemployment benefits.

60. Defendant McKinzie's and AKA's response to Ms. Shackelford's questions and their refusal to participate in what she perceives to be continuing fraud constitutes unlawful retaliation and is part of a larger scheme by Defendant McKinzie to divert funds from AKA to Defendant McKinzie for her own private benefit.

61. Ms. Shackelford has been damaged by AKA and Defendant McKinzie's actions by the loss of significant wages, humiliation, damage to her reputation, pain and suffering, and lost sleep. Ms. Shackelford has even recently started seeing a therapist to deal with the emotional harm that this situation has caused.

COUNT I - VIOLATION OF THE WHISTLEBLOWER ACT
(Against Defendant AKA)

62. Mr. Shackelford restates and realleges by reference paragraphs 1 through 61 as paragraph 62 of Count I.

63. AKA is an employer pursuant to 740 ILCS 174/5.

64. Ms. Shackelford was employee of AKA pursuant to 740 ILCS 174/5.

65. Ms. Shackelford refused to participate in fraudulent practices proposed by certain members of AKA's management.

66. The decision to terminate Ms. Shackelford was made in retaliation for Ms. Shackelford refusing to engage in fraudulent accounting practices, and it constitutes a violation of the Whistleblower Act under 740 ILCS 174/20.

WHEREFORE, Plaintiff Kenitra Shackelford respectfully requests the entry of judgment in her favor and against the Defendant AKA as follows:

- A. Awarding Ms. Shackelford lost wages with interest to be proven at trial;
- B. Awarding Ms. Shackelford her court costs, expert witness fees, and attorneys' fees as provided by 740 ILCS 174/30; and
- C. Such other and further relief as may be just in law and in equity.

COUNT II - COMMON LAW RETALIATORY DISCHARGE
(Against Defendant AKA)

67. Mr. Shackelford restates and realleges by reference paragraphs 1 through 61 as paragraph 67 of Count II.

68. Engaging in fraudulent accounting practices to mislead members of a non-profit organization and to mislead government agencies that oversee such organizations is a violation of Illinois law and public policy.

69. Ms. Shackelford refused to participate in the illegal conduct and reported her concerns to AKA management, to AKA's outside legal counsel, and to the Illinois Attorney General.

70. In retaliation for her bringing this information forward, AKA management, including Defendant McKinzie, took adverse action against Ms. Shackelford including terminating her employment.

71. Ms. Shackelford's termination constitutes a retaliatory discharge, and it violates a clear mandate of Illinois public policy.

WHEREFORE, Plaintiff Kenitra Shackelford respectfully requests the entry of judgment in her favor and against the Defendant AKA as follows:

- A. Awarding Ms. Shackelford compensatory damages to be proven at trial;
- B. Awarding Ms. Shackelford punitive damages; and
- C. Such other and further relief as may be just in law and in equity.

COUNT III - TORTIOUS INTERFERENCE WITH CONTRACT
(Against Defendant McKinzie)

72. Mr. Shackelford restates and realleges by reference paragraphs 1 through 61 as paragraph 72 of Count III.

73. Ms. Shackelford had a valid employment agreement with AKA.

74. Defendant McKinzie was aware that Ms. Shackelford was employed with AKA pursuant to an agreement between Ms. Shackelford and AKA.

75. When Ms. Shackelford reported and refused to participate in the fraudulent accounting practices at AKA, Defendant McKinzie decided to intentionally and unjustifiably induce AKA to discharge Ms. Shackelford.

76. Defendant McKinzie's actions were carried out with actual malice and were conducted solely in her own personal interest of protecting her fraudulent scheme to divert funds from AKA to herself and were not in furtherance of AKA's interest. To the contrary, Defendant McKinzie sought to oust Ms. Shackelford from AKA to prevent Ms. Shackelford from protecting the interests of AKA.

77. Defendant McKinzie's tortious interference with Ms. Shackelford's employment agreement caused AKA to terminate Ms. Shackelford's employment.

WHEREFORE, Plaintiff Kenitra Shackelford respectfully requests the entry of judgment in her favor and against the Defendant McKinzie as follows:

- A. Awarding Ms. Shackelford compensatory damages to be proven at trial;
- B. Awarding Ms. Shackelford punitive damages; and
- C. Such other and further relief as may be just in law and in equity.

COUNT III - TORTIOUS INTERFERENCE WITH CONTRACT
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77. Defendant McKinzie's tortious interference with Ms. Shackelford's employment agreement caused AKA to terminate Ms. Shackelford's employment.

WHEREFORE, Plaintiff Kenitra Shackelford respectfully requests the entry of judgment in her favor and against the Defendant McKinzie as follows:

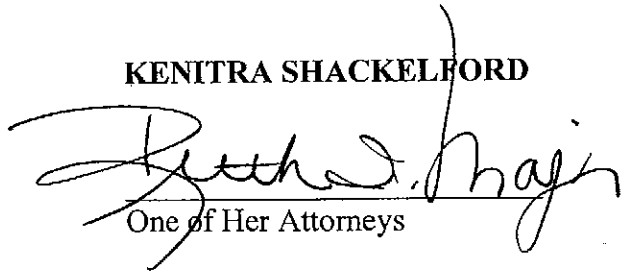
- A. Awarding Ms. Shackelford compensatory damages to be proven at trial;
- B. Awarding Ms. Shackelford punitive damages; and
- C. Such other and further relief as may be just in law and in equity.

JURY DEMAND

Plaintiff demands trial by jury on all issues so triable.

Dated: September 1, 2009

KENITRA SHACKELFORD

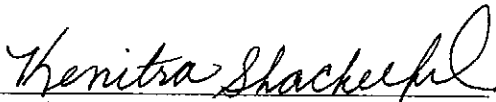


One of Her Attorneys

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Firm Number: 45037

VERIFICATION

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the allegations set forth in this instrument are true and correct.



Kenitra Shackelford

9/1/09

Date