

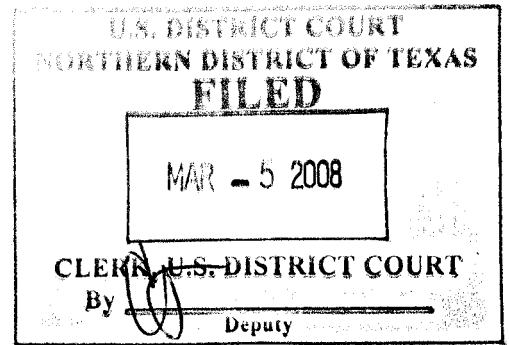
**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

**EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION,** )  
 )  
 )  
 ) **Plaintiff,** )  
 )  
 ) **and** )  
 )  
 ) **KIMBERLY LONG AND** )  
 )  
 ) **CYNTHIA WILSON,** )  
 )  
 ) **Intervenors,** )  
 )  
 ) **v.** )  
 )  
 ) **BRENTWOOD HEALTHCARE, LTD.,** )  
 )  
 ) **Defendant.** )

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**CIVIL ACTION**

**3:06-CV-1780-N**



**CONSENT DECREE**

This Consent Decree is made and entered into by and between the Equal Employment Opportunity Commission (“EEOC”), Kimberly Long and Cynthia Wilson (“Intervenors”) and the Defendant, Brentwood Healthcare, Ltd. (“Brentwood”) in the United States District Court for the Northern District of Texas, Dallas Division, with regard to the EEOC’s Complaint and the Intervenors’ Complaint (“Complaints”) in Civil Action No. 3:06-CV-1780-N. The Complaints are based on Charge of Discrimination Number 310-2005-1292 filed by Kimberly Long and Charge of Discrimination Number 310-2005-1295 filed by Cynthia Wilson against Brentwood (“the Charges”).

The Complaints allege that Brentwood violated Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991 by subjecting Long and Wilson to a sexually hostile

work environment. The Complaints further allege that Long was subjected to a hostile work environment and disparate treatment based on her association with a black person, and that she was subjected to unlawful retaliation. The Complaints assert that Brentwood constructively discharged Long and Wilson. Brentwood denies all of the EEOC's and the Intervenors' allegations in the Charges and Complaints.

The parties have agreed to resolve their disputes about the allegations in the Charges and Complaints and intend that the terms and conditions of the dispute resolution be set forth in this Consent Decree.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows, which the Court finds appropriate and therefore ORDERS AND DECREES:

1. To the extent stated in this paragraph, this Consent Decree resolves all issues raised in EEOC Charge Nos. 310-2005-01292 and 310-2005-01295 and all issues in the Complaints filed by the EEOC and the Intervenors in this civil action. The EEOC forever waives all claims and/or litigation against Brentwood on any issue raised in the Charges and Complaints. The Intervenors forever waive all claims and/or litigation against any person or entity on any issue raised, or that could have been raised, in the Charges and Complaints.
2. The parties agree that this Consent Decree does not constitute an admission by Brentwood or any other person or entity of any liability or wrongdoing. Brentwood expressly denies any violation of local, state, or federal law, common or statutory, including but not limited to Title VII of the Civil Rights Act of 1964, as amended, and Title I of the Civil Rights Act of 1991.

3. Nothing in this Agreement shall be construed to expand, limit, or reduce Brentwood's obligation to comply with Title VII of the Civil Rights Act of 1964, as amended.
4. Brentwood agrees that, to the extent it is subject to Title VII, there shall be no discrimination of any kind against any person because of opposition to any practice declared unlawful under Title VII or because of the filing of a charge, giving testimony, or assistance or participating in any manner in any investigation, proceeding, or hearing under Title VII.
5. During each year the Consent Decree is in effect, Brentwood shall provide equal employment opportunity training for all its management and hourly personnel and for the individual who occupied the position of Brentwood's Executive Director during 2004 and the individual who held the job of Director of Human Resources at Stebbins Five Companies, Ltd. during 2004. The training will advise these employees of the requirements and prohibitions of Title VII of the Civil Rights Act of 1964. The training will inform these employees of the company's sexual and racial harassment policies, and the complaint procedure for individuals who believe they have experienced sexual or racial harassment. The training will advise employees, including supervisors and managers, of the consequences of violating Title VII. The training will also include a specific discussion or instruction relating to the issues of sexual harassment, racial harassment, retaliation, and treatment of employees who associate with a person of a different race. Within ten (10) days after the training session for current employees is completed, Brentwood agrees to give written notice to the EEOC as to the date


and location of the training, the name of the person providing the training, a list of all attendees, and the substance of the training.

6. Brentwood agrees to post the Notice attached to this Consent Decree as “Exhibit A” in all locations where it currently posts legal notices to its employees.
7. Brentwood agrees to pay Long and her private attorney jointly the amount of \$70,000.00 to resolve all claims for relief arising out of the Charges and Complaints.
8. Brentwood agrees to pay Wilson and her private attorney jointly the amount of \$80,000.00 to resolve all claims for relief arising out of the Charges and Complaints.
9. The payments referenced in paragraphs 7 and 8 above shall be made within thirty (30) days after the date of entry of this Consent Decree by check made payable to Long and Wilson and their private attorney. The payments shall be sent to Devika Seth, Legal Unit, EEOC, 207 S. Houston Street, Dallas, Texas 75202.
10. All reports to the EEOC required by this Consent Decree shall be sent to Devika Seth, Legal Unit, EEOC, 207 S. Houston Street, Dallas, Texas 75202.
11. If Brentwood fails to tender payment or otherwise fails to timely comply with the terms of paragraph 7 and 8 above, Brentwood shall:
  - a. Pay interest at the rate calculated pursuant to 26 U.S.C. Section 6621(b) on any untimely or unpaid amounts; and
  - b. Bear any additional costs incurred by the EEOC caused by Brentwood’s non-compliance or delay.

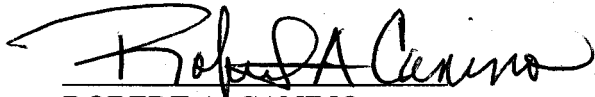
12. The parties agree that the U.S. District Court for the Northern Division of Texas, Dallas Division, shall retain jurisdiction over this Consent Decree for purposes of enforcement.
13. Neither the EEOC, Intervenors, nor Brentwood shall contest the validity of this Consent Decree nor the jurisdiction of the federal district court to enforce this Consent Decree and its terms, or the right of any party to the Consent Decree to bring an enforcement action upon breach of any term of this Consent Decree by any party. Nothing in this Agreement shall be construed to preclude the EEOC from enforcing this Agreement in the event that Brentwood fails to perform the promises and representations contained herein. If Brentwood does not comply with the terms of this Consent Decree the EEOC is authorized to seek relief for such noncompliance through a civil action in the United States District Court referred to in paragraph 12. The EEOC reserves the right to seek contempt sanctions for non-payment or other non-compliance with this Consent Decree.
14. Neither the EEOC nor Intervenors shall bring further action or intervene in any action against Brentwood based upon the Charges or Complaints, any of the allegations contained therein, or the EEOC's investigation of the Charges or the underlying facts. The Intervenors shall not bring further action or intervene in any action against any person or entity based upon the Charges or Complaints, any of the allegations contained therein or that could have been contained therein, or the EEOC's investigation of the Charges or the underlying facts.
15. The parties to this Consent Decree agree to bear their own costs and attorney's fees associated with the above-referenced Complaints.

16. The term of this Decree shall be for two (2) years.

Dated: March 5, 2008.

  
UNITED STATES DISTRICT JUDGE

AGREED AS TO FORM AND SUBSTANCE:



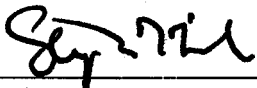
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**ATTORNEY FOR PLAINTIFF  
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**ATTORNEY FOR INTERVENORS KIMBERLY LONG AND CYTHIA WILSON**



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**ATTORNEY FOR DEFENDANT BRENTWOOD HEALTHCARE, LTD.**

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**NOTICE UNDER TITLE VII**  
**OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED**

This NOTICE to all employees of Brentwood Healthcare, Ltd. is being posted as part of a Consent Decree between Brentwood Healthcare, Ltd. and the United States Equal Employment Opportunity Commission.

1. Federal Law requires that there be no discrimination against or harassment of any employee or applicant for employment because of that person's race, color, religion, sex, national origin, age or disability with respect to hiring, compensation, promotion, discharge or other terms, conditions or privileges of employment. Federal law also prohibits retaliation in any way against any person because of that person's opposition to any practice declared unlawful under Title VII or because of the filing of a charge, giving testimony, or assisting or participating in any manner in any investigation, proceeding or hearing.
2. Brentwood Healthcare, Ltd. strongly supports and will comply with such Federal Law in all aspects and it will not take any action against employees because they have exercised their rights under the law by filing charges with the United States Equal Employment Opportunity Commission.
3. Brentwood Healthcare, Ltd. will not tolerate sexual harassment, racial harassment, sex-based harassment or retaliation in the workplace. The first substantiated violation of the company's policy prohibiting sexual harassment will subject the employee found to have violated the policy to disciplinary action.
4. Employees should report violations of the company's policy prohibiting sexual harassment to their supervisor, the Administrator of their facility, or the Executive Director. Employees also have the right to report such violations to the United States Equal Employment Opportunity Commission ("EEOC"), which receives employment discrimination complaints. The EEOC's toll-free telephone number is: 1-800-669-4000.
5. This NOTICE will remain posted until January 1, 2010.



**CASE CLOSED**

**CASE NUMBER:** 3:06-CV-1780-N

**DATE:** 3-05-08

**TRIAL HELD:** NO