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JS-6

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14 U.S. EQUAL EMPLOYMENT
15 OPPORTUNITY COMMISSION

16 UNITED STATES DISTRICT COURT
17 CENTRAL DISTRICT OF CALIFORNIA

18 U.S. EQUAL EMPLOYMENT
19 OPPORTUNITY COMMISSION,

20 Plaintiff,

21 vs.

22 ROYALWOOD CARE CENTER,
23 LLC; FOUNTAIN VIEW, INC.;
24 FOUNTAIN VIEW SUBACUTE AND
25 NURSING CENTER, LLC; SKILLED
26 HEALTHCARE, LLC, FOUNTAIN
27 VIEW HOLDINGS, INC.; FOUNTAIN
28 VIEW MANAGEMENT, INC.;
FOUNTAIN VIEW SUBACUTE
NURSING CENTER, INC.;
FOUNTAIN VIEW THERAPY
SERVICES, INC.; THE
ROYALWOOD CONVALESCENT
HOSPITAL, INC.; SKILLED
HEALTHCARE GROUP, INC.;
SUMMIT CARE CORP.; SUMMIT
CARE-CALIFORNIA, INC.; SUMMIT

Case No.: CV 05-6795 ABC (PLAx)

~~PROPOSED~~ CONSENT
DECREE

Hon. Audrey B. Collins

1 CARE PHARMACY, INC.; SUMMIT
2 CARE TEXAS EQUITY, INC.;
3 SUMMIT HEALTH CARE, INC.;
4 AND SUMMIT CARE, INC. DOES 1-
5 10, Inclusive,
6 Defendant(s).

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23 Attorneys for Defendants
24 ROYALWOOD CARE CENTER, LLC,
25 FOUNTAIN VIEW, INC., FOUNTAIN
26 VIEW SUBACUTE AND NURSING
27 CENTER, LLC, SKILLED
28 HEALTHCARE, LLC, SKILLED
HEALTHCARE GROUP, INC., AND
SUMMIT CARE CORPORATION

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1 5. To provide training to Defendants' managers and employees
2 and to managers and employees at Defendants' affiliated facilities with
3 respect to their obligations under Title VII; and

4 6. To eliminate the costs of further litigation.

5 C. This Decree shall not be interpreted as an implied or expressed
6 determination that the current policies, practices, and/or procedures of
7 Defendants either do or do not comply with Title VII.

8 **III. EFFECTIVE DATE AND DURATION OF DECREE**

9 A. The provisions of this Decree are effective immediately upon the
10 date which this Decree is entered by the Court ("the Effective Date").

11 B. Except as otherwise provided herein, this Decree shall remain in
12 effect for three years after the Effective Date.

13 **IV. JURISDICTION**

14 A. The Court has jurisdiction over the parties and the subject matter of
15 this lawsuit, pursuant to 28 U.S.C. Section 451, 1331, 1337, 1343, 1367 and 42
16 U.S.C. 2000e-5.

17 B. The Court shall retain jurisdiction of this action during the duration
18 of the Decree for the purposes of entering all orders, judgments and decrees
19 which may be necessary to implement and/or enforce the relief provided herein
20 or to otherwise effectuate the purposes of the Decree.

21 **V. DECREE ENFORCEMENT**

22 If the EEOC has reason to believe that the Defendants have breached the
23 Decree, the EEOC may bring an action before this Court to enforce the Decree.
24 Prior to initiating such action, the EEOC shall notify the Defendants in writing of
25 the nature of the dispute. This notice shall specify the particular provision(s) that
26 the EEOC believes has/have been breached. A thirty (30) day dispute resolution
27 period ("Dispute Resolution Period") will be provided from the date of notice,
28 prior to the institution of any legal proceeding, absent a showing that the delay

1 will cause irreparable harm. The Parties agree to cooperate with each other and
2 use their best efforts to resolve any dispute referenced in the EEOC notice of
3 dispute during the Dispute Resolution Period.

4 After the expiration of the Dispute Resolution Period, the EEOC may
5 initiate an enforcement action in this Court, seeking all available relief, including
6 an extension of the duration of the Decree for such time the Defendants are
7 shown to be out of compliance, or such other relief as the Court may deem
8 appropriate.

9 **VI. MODIFICATION AND SEVERABILITY**

10 This Decree constitutes the complete understanding of the Parties with
11 respect to the matters contained within it. No waiver, modification or
12 amendment of any provision of this Decree will be effective unless made in
13 writing and signed by an authorized representative of each of the Parties.

14 If one or more provisions of the Decree are rendered unlawful or
15 unenforceable, the Parties shall make good faith efforts to agree upon appropriate
16 amendments to this Decree in order to effectuate the purposes of the Decree. If
17 the parties are unable to reach agreement, the Court shall order appropriate
18 alternative provisions in order to effectuate the purposes of the Decree. Should
19 one or more provisions of this Decree be deemed unlawful, all other lawful and
20 enforceable provisions will remain in full force and effect.

21 **VII. FINDINGS**

22 Having examined the terms and provisions of this Decree the Court finds
23 the following:

24 1. The Court has jurisdiction over the parties and the subject matter of
25 this action. The First Amended Complaint asserts claims that, if proven, would
26 authorize the Court to grant the relief set forth in this Decree and to enforce the
27 terms of this Decree.

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1 2. The terms and provisions of this Decree are adequate, fair,
2 reasonable, equitable and just. The rights of the Defendants, the EEOC and those
3 for whom the EEOC seeks relief are protected adequately by this Decree.

4 3. This Decree conforms with the Federal Rules of Civil Procedure and
5 Title VII and is not in derogation of the rights and privileges of any person. The
6 entry of this Decree will further the objectives of Title VII and will be in the best
7 interest of the parties.

8 **VIII. RELEASE OF CLAIMS**

9 A. This Decree fully and completely resolves all claims in the First
10 Amended Complaint filed in this action.

11 B. Nothing in this Decree shall be construed to preclude the EEOC
12 from bringing suit to enforce this Decree.

13 C. Nothing in this Decree shall be construed to limit or reduce
14 Defendants' obligation to comply fully with Title VII or any other federal anti-
15 discrimination law.

16 D. This Decree in no way affects the EEOC's right to bring, process,
17 investigate or litigate other charges that may be in existence or may later arise
18 against Defendants in accordance with standard EEOC procedures.

19 **IX. MONETARY RELIEF**

20 In settlement of all monetary claims of the 53 Claimants identified by the
21 EEOC, Defendants shall make payments to those claims that shall not, in the
22 aggregate, exceed \$450,000. Initially, Defendants shall pay a total of \$180,000
23 to be distributed among a total of 53 Class Members (identified in Exhibit A),
24 which includes the Charging Party (hereinafter "Claimants"), at the EEOC's sole
25 discretion. In addition, SHLLC shall offer to make available to each Claimant an
26 English language proficiency course ("ELPC") more fully described in Section
27 IX(A), below. For each Claimant who successfully completes the ELPC and
28 receives a certificate of completion, SHLLC shall pay the Claimant an additional

1 \$2,500. For any Claimant who expressly declines to take the ELPC, Defendants
2 will pay such Claimant \$1,000, and shall not otherwise be obligated to pay such
3 Claimant anything further under this Consent Decree.

4 Within ten (10) days of the Court's entry of this Decree, the EEOC shall
5 provide Defendants a distribution list with the specific monetary settlement
6 amount that is to be provided to each Claimant, and their respective addresses
7 where the check should be delivered, and each Claimant's social security number
8 for tax reporting purposes. SHLLC shall issue a check to each Claimant for
9 whom complete information has been received no later than thirty days from the
10 date that SHLLC receives the EEOC's complete distribution list, and shall issue
11 an IRS Form 1099 reflecting such payments to each Claimant. Together with this
12 check, SHLLC shall include a communication prepared by the EEOC and
13 approved by the Parties advising each Claimant of the opportunity to participate
14 in an ELPC and providing instructions to each Claimant regarding the procedure
15 for accepting this opportunity.

16 For each Claimant who receives a certificate of completion of an English
17 ELPC approved by the Parties, SHLLC shall issue a check in the amount of
18 \$2,500 payable to each such Claimant within thirty days of the date that a copy of
19 the certificate of completion is provided to SHLLC. SHLLC shall issue an IRS
20 Form 1099 for such payment.

21 Within ten (10) business days of the issuance of each check, SHLLC shall
22 submit a copy of each check and related correspondence to the Regional
23 Attorney, United States Equal Employment Opportunity Commission, 255 East
24 Temple Street, 4th Floor, Los Angeles, CA 90012.

25 SHLLC shall prepare and distribute 1099 forms to the Claimants and shall
26 make appropriate reports to the Internal Revenue Service. SHLLC shall be solely
27 responsible for any costs associated with the issuance and distribution of the 1099
28 forms to the Claimants. Claimants shall be solely responsible for taxes payable,

1 if any, on their respective portion of the settlement proceeds, and will be so
2 advised by EEOC.

3 **A. English-Language Proficiency Courses and English Proficiency**
4 **Certification**

5 Each Claimant shall have a period of sixty (60) days from the date of
6 SHLLC's mailing of the payments in Section IX, above, to advise the EEOC
7 whether or not such Claimant wishes to participate in an ELPC as described
8 herein. Within ninety (90) days from the date of SHLLC's mailing of the
9 payments in Section IX, above, the EEOC shall provide to SHLLC a complete
10 list of Claimants who have elected to enroll in an ELPC. Within thirty (30) days
11 of its receipt of this list, SHLLC shall make information available to each such
12 Claimant regarding the availability of an ELPC(s) that, if successfully completed,
13 will enable the Claimant to be certified so that they can speak English at a level
14 of proficiency to enable the Claimant to function in their respective jobs at the
15 facilities.

16 The ELPC shall be offered through qualified instruction providers or
17 institutions approved by an appropriate accrediting entity. Such instructional
18 providers or institutions will be located within a reasonable distance from the
19 facility where Claimants work or, if no longer employed, within a reasonable
20 distance from the facility where a Claimant previously worked. Claimants will
21 participate in such ELPCs outside of Claimants' scheduled working hours.
22 Participation in these ELPCs shall not, however constitute working time or be
23 recorded as hours worked by any Claimant who is currently employed at a
24 facility. With respect to current employees of facilities, SHLLC will request that
25 such facilities attempt to accommodate working schedule changes to facilitate
26 participation in this instruction, so long as doing so will not impede business
27 requirements.

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1 The content of the ELPC and requirements for certification shall be
2 approved by the parties and enable the Claimants a reasonable and meaningful
3 opportunity to obtain certification of a level proficiency in speaking English to
4 enable the Claimant to function in their respective jobs at the facilities if they
5 successfully complete the ELPC. To the extent possible, the ELPCs will account
6 for the Claimants' varying pre-ELPC education levels. Once Claimants have
7 enrolled for the ELPC, SHLLC will cover the costs of the ELPC by direct
8 payment to the ELPC provider. SHLLC will cover all costs associated with the
9 ELPC such as tuition, fees, and/or books. If a Claimant has not enrolled in an
10 ELPC within ninety (90) days of the date on which SHLLC receives the list from
11 the EEOC identifying those Claimants who wish to enroll, assuming registration
12 is available within that time frame, that Claimant forfeits his or her option to
13 attend an ELPC at SHLLC' expense.

14 In the event that a Claimant commences participation in an ELPC but fails
15 to complete such ELPC, Claimant may seek consideration by the Parties to be
16 given an alternative payment of \$1,000. However, SHLLC shall be permitted to
17 deduct actual costs SHLLC has already incurred in enrolling the Claimant in an
18 ELPC; provided, however, that no such deductions shall be made for actual costs
19 less than \$250. If actual costs are greater than \$250, SHLLC and the EEOC shall
20 meet and confer regarding the appropriate deduction. SHLLC shall notify the
21 EEOC of the need for the meet and confer process in writing and provide receipts
22 reflecting actual costs incurred on behalf of the Claimant.

23 Such payment will not be automatically approved, but rather shall be made
24 only on a showing by the Claimant of good cause. Good cause shall exist where
25 the Claimant can demonstrate that he or she made good faith efforts to complete
26 the ELPC but could not do so for reasons beyond the Claimant's control
27 including, but not limited to, unanticipated and unavoidable changes in family
28 care obligations, medical emergency, other circumstances beyond the Claimant's

1 control that prevent a Claimant from completing the ELPC and/or obtaining
2 ELPC certification. The alternative payment shall not be made unless the Parties
3 mutually agree that the Claimant has demonstrated good cause; provided,
4 however, that such agreement shall not be unreasonably withheld.

5 Upon issuance of a certificate of successful completion of an ELPC, a
6 Claimant shall provide a copy of such certificate to SHLLC. SHLLC will, in
7 turn, provide a copy of such certificate as it may receive to the EEOC.

8 **X. GENERAL INJUNCTIVE REMEDIES**

9 **A. National Origin Discrimination**

10 Defendants, their officers, employees, agents, successors, assigns, and all
11 those in active concert or participation with them, or any of them, are hereby
12 enjoined for the duration of the Decree from discriminating against any
13 individual on the basis of national origin including, without limitation, by
14 enforcing Defendants' existing policy regarding the use of language in the
15 workplace in a discriminatory manner at the affiliated facilities.

16 **B. Retaliation**

17 Defendants, their officers, employees, agents, management (including all
18 supervisory employees), successors, and assigns, are hereby enjoined from
19 engaging in, implementing or permitting any action, policy or practice with the
20 purpose or effect of retaliating against any current or former employee at
21 Defendants' affiliated facilities, because he or she (a) opposes any practice that
22 the EEOC contended in this action was unlawful; (b) testifies or participates in
23 any manner in any investigation, proceeding in connection with this case; (c) is
24 identified as a possible witness or claimant in this action; (d) asserts any rights
25 under this Decree; (e) seeks and/or receives any relief in accordance with this
26 Decree; or (f) in the past has taken any action identified in items a-e of this
27 paragraph.

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1 **C. Victim Specific Injunctive Relief**

2 Defendants shall ensure that responses to employment reference pertaining
3 to Mr. Zazueta or any other Claimant shall be limited to verifying the name of
4 facility where the Claimant was employed, the job title, and the dates of
5 employment.

6 For any of the 53 Claimants identified by the EEOC pursuant to *supra* §IX
7 who attempts, but fails to obtain English proficiency certification as described in
8 *infra* §IX(A), Defendants shall not discipline nor terminate on the grounds that
9 the Claimant failed to obtain such certification, and shall advise the appropriate
10 affiliated facility that the Claimant should not be disciplined or terminated on this
11 basis.

12 **D. Equal Employment Opportunity Policy and Procedures**

13 Upon entry of this Consent Decree, SHLLC shall designate an Equal
14 Employment Opportunity monitor ("EEOM"). The EEOM may, but is not
15 required to, retain a third-party equal employment opportunity trainer and/or
16 consultant. The EEOM shall ensure that, to the extent they do not already exist,
17 Defendants shall adopt policies and procedures regarding Equal Opportunity
18 Employment and implement the same at their affiliated facilities that include at a
19 minimum:

20 1. A strong and clear commitment to a workplace free from
21 discrimination and retaliation;

22 2. A clear and comprehensive description and examples of
23 national origin discrimination and retaliation pertaining to Defendants' policy on
24 languages spoken in the workplace to ensure that employees know how to
25 comply with the patient bill of rights without violations of Title VII;

26 3. A statement encouraging employees to come forward if they
27 believe that they have been subjected to national origin discrimination or
28 retaliation under Title VII;

- 1 4. An assurance that Defendants' policy on languages spoken in
2 the workplace is applied equally to all persons regardless of national origin;
- 3 5. A description of the possible consequences, up to and
4 including termination that will be imposed upon violation of the policy against
5 discrimination and retaliation;
- 6 6. A statement of commitment to maximally feasible
7 confidentiality for persons who bring complaints of discrimination or retaliation;
- 8 7. An assurance that persons who in good faith complain about
9 discrimination pertaining to Defendants' policy on languages spoken in the
10 workplace will not be subject to retaliation;
- 11 8. The contact information including name, address, and
12 telephone number of internal (i.e. human resources) sources available to handle
13 complaints concerning discrimination, and/or retaliation;
- 14 9. An internal procedure and policy for addressing employee
15 complaints of discrimination pertaining to Defendants' policy to speak English in
16 the workplace;
- 17 10. A designated area within each of Defendants' facilities where
18 employees may speak in languages other than English such as a break room
19 where patients, residents, and/or their families are not permitted;
- 20 11. Permit non-English speaking employees to speak their
21 primary languages to patients, residents, and their families who also speak those
22 languages, as may be requested, outside of the designated area described above;
- 23 12. Ensuring that Defendants' language-use policy and/or the
24 patient bill of rights is not applied in a manner that violates Title VII and that
25 managers will be held accountable for ensuring compliance with Title VII;
- 26 13. A procedure and policy, coordinated by the EEOM, for
27 recording and addressing complaints by patients, residents, and/or their families
28 pertaining to an employee's use of a language other than English; and

1 14. SHLLC will issue a modified Equal Employment Opportunity
2 Policy, if necessary, to all of Defendants' employees and to the affiliated
3 facilities for distribution to employees no later than 120 days from entry of this
4 Decree. Each employee, including all supervisors and managers, shall sign an
5 acknowledgment that they have received and read the policy. The same
6 acknowledgment shall be required of all newly hired employees within thirty (30)
7 days of hire.

8 **E. Human Resources Audits**

9 SHLLC shall conduct annual Human Resources Audits of affiliated
10 facilities to review of trends within such facilities, coordinated by the EEOM,
11 relating to complaints that involve equal employment opportunity, diversity, and
12 harassment issues. As more fully described in Section XI(B)(4) and (6) below,
13 the EEOM shall provide annual reports to the EEOC pertaining to potential
14 employment discrimination arising out of the application and/or implementation
15 of Defendants' policies regarding the use of languages other than English and/or
16 national origin discrimination, harassment, and/or retaliation. These reports are
17 not required to include reporting on other forms of employment discrimination.

18 **F. Training**

19 **1. Training Topics**

20 Defendants shall, to the extent necessary, enhance and revise their current
21 training and information-dissemination procedures and practices to include the
22 following: coverage of the subjects of equal employment opportunity rights and
23 responsibilities, national origin discrimination/ harassment, gender
24 discrimination, retaliation, and Defendants' revised policies and procedures,
25 policies and procedures for reporting and handling complaints of discrimination,
26 harassment and retaliation, and language-use policy.

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1 2. **Training for Affiliated Facilities**

2 Within six (6) months after the Effective Date, SHLLC shall provide to
3 Defendants' affiliated facilities an orientation module and discrimination
4 education training module for such facilities to utilize in the course of their
5 training, covering the topics outlined in Section F(1). These training modules
6 shall be provided in Spanish for limited-English employees. The EEOM shall be
7 responsible for overseeing the provision of such training to affiliated facilities.

8 a. Managers and supervisors: SHLLC shall provide to
9 managers and supervisors of affiliated facilities on-line, interactive equal
10 employment opportunity, diversity, and harassment training, which shall include
11 training on receiving and responding to complaints of discrimination, harassment,
12 and/or retaliation, including but not limited to Defendants' policies and
13 procedures and Title VII. Managers and supervisors completing such training
14 will obtain certificates confirming such completion.

15 b. Non-managerial staff: SHLLC will provide equal
16 employment, diversity, and harassment "train the trainer" instruction to
17 Administrators and/or a facility designee for affiliated facilities, enabling the
18 Administrator or facility designee to provide such instruction to facility staff.
19 Training to non-managerial staff shall ensure that this group of employees is
20 advised on how to report discrimination, harassment, and/or retaliation. SHLLC
21 shall also provide affiliated facilities with on-line, internet access to training
22 documentation, enabling affiliated facilities to periodically reinforce such
23 through in-service training.

24 c. New employees: SHLLC will provide equal
25 employment opportunity, diversity, and harassment training material to include in
26 general orientation for new facility employees. New employees will be provided
27 training on discrimination, harassment, retaliation, and reporting complaints of
28 discrimination, harassment, and/or retaliation within 30 days of hire.

1 3. **Information for Patients/Residents and Their Families**

2 Within sixty (60) days after the Effective Date, SHLLC shall provide to the
3 EEOC an information sheet to be distributed to patients and included in all new
4 patient admissions packets. The EEOC shall have 30 days to comment on the
5 proposed information sheet. SHLLC may implement none, any, or all of the
6 EEOC's suggested changes. The information sheets shall be provided to the
7 patients within 120 days of receipt of the EEOC's suggested changes, and
8 thereafter, placed in all new patients' admissions packets.

9 The information sheet will reflect Defendants' policy regarding the use of
10 languages other than English, acknowledge the diversity of the workforce within
11 Defendants' affiliated facilities, affirm of the rights of employees, explain that
12 employee rights under Title VII and the patient bill of rights are not at odds, and
13 explain how employee rights under Title VII and the patient bill of rights can co-
14 exist for a fair workplace/residence.

15 4. **Notice of Training**

16 Within one hundred-twenty (120) days of the Effective Date, SHLLC shall
17 submit to the EEOC a description of the training and orientation information
18 described in *supra* Sections X(F)(2) and (F)(3). The EEOC shall have 30 days
19 from receipt of information to comment thereon. SHLLC may implement none,
20 any or all of the EEOC's suggested changes, at their discretion.

21 **XI. RECORD KEEPING AND REPORTING**

22 A. **Record-Keeping**

23 For the duration of the Decree, SHLLC shall maintain all records necessary
24 to demonstrate their compliance with this Decree, including but not limited to the
25 documents specifically identified below, and to verify that the reports submitted
26 are accurate. The records to be maintained shall include:

- 27 1. All documents generated in connection with any complaint of
28 discrimination or harassment for the duration of the Decree, including documents

1 related to the investigation into, or resolution of, each such complaint and the
2 identities of the parties involved;

3 2. All forms acknowledging employees' receipt of Defendants' Policy
4 and Procedures regarding equal employment opportunities against discrimination,
5 retaliation, and the language-use policy as it relates to the patient bill of rights;
6 and

7 3. All documents regarding Claimants' ELPC provided pursuant to
8 *supra* §IX(A).

9 4. Documents reflecting the provision of equal employment
10 opportunity, diversity, and harassment training and materials described in above
11 in Section X(F).

12 5. Documents reflecting Human Resources Audits that pertain to
13 potential employment discrimination arising out the application and/or
14 implementation of Defendants' policy regarding the use of languages other than
15 English described in above in Section X(E).

16 SHLLC shall make the aforementioned records available to the EEOC
17 within ten (10) business days following a written request by the EEOC.

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19 **B. Reporting**

20 Within one hundred-eighty (180) days after the Effective Date and every
21 twelve (12) months from the Effective Date thereafter for the Decree term,
22 Defendants shall provide a written report to the EEOC containing:

23 1. Confirmation that all Defendants have complied with their
24 obligations regarding training as described in this Decree;

25 2. Confirmation that Defendants' Equal Employment
26 Opportunities policies and procedures, patient bill of rights, and language-use
27 policies have been reviewed and modified to the extent necessary to comply with
28 Title VII;

1 3. Confirmation that the final Equal Employment Opportunities
2 policies and procedures, and language-use policies have distributed to all
3 employees and patients;

4 4. A summary of complaints of employment discrimination,
5 harassment, and/or retaliation arising out of Defendants' policy regarding the use
6 of languages other than English; and

7 5. A summary of the progress made by Claimants on the ELPC,
8 including but not limited to copies of certifications regarding course completion
9 and/or notices regarding Claimants who are not meeting course requirements.
10 Reporting regarding this category of summary shall be limited to that which the
11 course providers disclose to SHLLC; and

12 6. A general summary describing the findings regarding the
13 effectiveness of the revised equal employment opportunity policies and
14 procedures pertaining to Defendants' policy regarding the use of languages other
15 than English and/or national origin discrimination, harassment, and/or retaliation.
16 This general summary shall identify the facilities audited and explain the trends
17 at the audited facilities regarding the effectiveness of the revised policies,
18 training, and complaint processes at the facilities.

19 **XI. COSTS & ATTORNEY'S FEES**

20 All costs associated with executing this Decree and the distribution of the
21 settlement funds to Charging Party and Class Members shall be paid by
22 Defendant, including without limitation, all costs related to the issuance and
23 mailing of checks and 1099 forms. Each Party shall bear its own attorneys' fees
24 and costs incurred in connection with this Decree and this action.

25 **XII. MISCELLANEOUS PROVISIONS**

26 During the term of this Consent Decree, Defendants shall provide any
27 potential successor-in-interest with a copy of this Consent Decree within a
28 reasonable time of not less than thirty (30) days prior to the execution of any

1 agreement for acquisition or assumption of control of any or all of Defendants'
2 facilities, or any other material change in corporate and/or management structure,
3 and shall simultaneously inform the EEOC of same.

4 During the term of this Consent Decree, Defendants and their successors
5 shall assure that each of its officers, managers and supervisors is aware of any
6 term(s) of this Decree which may be related to his/her job duties.

7 Unless otherwise stated, all notices, reports and correspondence required
8 under this Decree shall be delivered to the attention of the Regional Attorney
9 Anna Y. Park, U.S. Equal Employment Opportunity Commission, Los Angeles
10 District Office, 255 E. Temple St., 4th Fl., Los Angeles, CA. 90012.

11 The parties agree to entry of this Decree and judgment subject to final
12 approval by the Court.

13 **XIII. SIGNATURES**

14 By their signatures below, the Regional Attorney for the EEOC and the
15 respective officers and attorneys of Defendants represent that they have full and
16 complete authority to bind the Parties, their successors and assigns to the terms of
17 this Decree.

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1 **XIV. COUNTERPARTS AND FACSIMILE SIGNATURES**

2 This Decree may be signed in counterparts. A facsimile signature shall
3 have the same force and effect of an original signature or copy thereof.

4
5
6 Dated: April th 7, 2009

Respectfully Submitted,

U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

7
8 By: 
9 Anna Y. Park, Regional Attorney
Attorneys for Plaintiff EEOC

10 Dated: April __, 2009

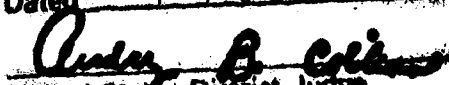
DEFENDANTS ROYALWOOD
CARE CENTER, LLC,
FOUNTAIN VIEW, INC.,
FOUNTAIN VIEW SUBACUTE AND
NURSING CENTER, LLC, SKILLED
HEALTHCARE, LLC, SKILLED
HEALTHCARE GROUP, INC.,
SUMMIT CARE-CALIFORNIA,
INC., AND SUMMIT CARE
CORPORATION

16 By: _____
17 Susan Thomas Whittle,
18 Chief Corporate Compliance
19 Officer for Defendant Skilled
20 Healthcare, LLC

21 By: _____
22 for Defendant Skilled Healthcare
23 Group, Inc.

24 By: _____
25 for Defendant Royalwood Care
26 Center, LLC

27 **IT IS SO ORDERED**

28 Dated 4-9-09

United States District Judge

XIV. COUNTERPARTS AND FACSIMILE SIGNATURES

This Decree may be signed in counterparts. A facsimile signature shall have the same force and effect of an original signature or copy thereof.

Respectfully Submitted,

U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

Dated: April __, 2009

By: Anna Y. Park, Regional Attorney
Attorneys for Plaintiff EEOC

Dated: April 7, 2009

DEFENDANTS ROYALWOOD
CARE CENTER, LLC,
FOUNTAIN VIEW, INC.,
FOUNTAIN VIEW SUBACUTE AND
NURSING CENTER, LLC, SKILLED
HEALTHCARE, LLC, SKILLED
HEALTHCARE GROUP, INC.,
SUMMIT CARE-CALIFORNIA,
INC., AND SUMMIT CARE
CORPORATION

By: Susan Thomas Whittle
Susan Thomas Whittle,
Chief Corporate Compliance
Officer for Defendant Skilled
Healthcare, LLC

By: _____

for Defendant Skilled Healthcare
Group, Inc.

By: _____

for Defendant Royalwood Care
Center, LLC

1 **XIV. COUNTERPARTS AND FACSIMILE SIGNATURES**

2 This Decree may be signed in counterparts. A facsimile signature shall
3 have the same force and effect of an original signature or copy thereof.

4 Respectfully Submitted,

5
6 Dated: April __, 2009

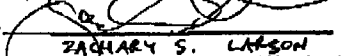
U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

7
8 By: Anna Y. Park, Regional Attorney
9 Attorneys for Plaintiff EEOC

10 Dated: April 7, 2009

DEFENDANTS ROYALWOOD
CARE CENTER, LLC,
FOUNTAIN VIEW, INC.,
FOUNTAIN VIEW SUBACUTE AND
NURSING CENTER, LLC, SKILLED
HEALTHCARE, LLC, SKILLED
HEALTHCARE GROUP, INC.,
SUMMIT CARE-CALIFORNIA,
INC., AND SUMMIT CARE
CORPORATION

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16 By: Susan Thomas Whittle,
17 Chief Corporate Compliance
18 Officer for Defendant Skilled
19 Healthcare, LLC

20 By: 
21 ZACHARY S. LARSON
22 for Defendant Skilled Healthcare
Group, Inc.

23
24 By: _____
25 for Defendant Royalwood Care
26 Center, LLC
27
28

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5 Respectfully Submitted,

6 U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

7 Dated: April __, 2009

8 By: _____

Anna Y. Park, Regional Attorney
Attorneys for Plaintiff EEOC

9 Dated: April 7, 2009

10 DEFENDANTS ROYALWOOD
11 CARE CENTER, LLC,
12 FOUNTAIN VIEW, INC.,
13 FOUNTAIN VIEW SUBACUTE AND
14 NURSING CENTER, LLC, SKILLED
15 HEALTHCARE, LLC, SKILLED
16 HEALTHCARE GROUP, INC.,
17 SUMMIT CARE-CALIFORNIA,
18 INC., AND SUMMIT CARE
19 CORPORATION

20 By: _____

21 Susan Thomas Whittle,
22 Chief Corporate Compliance
23 Officer for Defendant Skilled
24 Healthcare, LLC

25 By: _____

26 for Defendant Skilled Healthcare
27 Group, Inc.

28 By: _____

Kelly Atkins
Chairman, Governing Body
for Defendant Royalwood Care
Center, LLC

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By: Kelly Atkins
Chair, Governing Body
for Defendant Fountain View
Subacute and Nursing Center,
LLC

By: _____
for Defendant Summit Care
Corporation _____

JACKSON LEWIS LLP

By: _____
Thomas G. Mackey
Jamie C. Chanin
Attorneys for Defendants

Dated: April __, 2009

IT IS SO ORDERED.

Dated: _____
Hon. Audrey B. Collins
United States District Court Judge

Apr 07 09 12:33p

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By: _____

for Defendant Fountain View
Subacute and Nursing Center,
LLC

By:  _____

~~DEV GHOSE~~
for Defendant Summit Care
Corporation _____

Dated: April 7, 2009

JACKSON LEWIS LLP

By:  _____

Thomas G. Mackey
Jamie C. Chanin
Attorneys for Defendants

IT IS SO ORDERED.

Dated: _____

Hon. Audrey B. Collins
United States District Court Judge

Exhibit A—Claimant List

- 1
- 2 1. Zazueta, Jose
- 3 2. Adame, Virginia
- 4 3. Alvarenga, Jajaira
- 5 4. Arroyo, Rosa
- 6 5. Arroyo, Yolanda
- 7 6. Avila, Dolores
- 8 7. Barillas, Ana
- 9 8. Bernal, Christina
- 10 9. Ceja, Juana
- 11 10. De La Cruz, Estella
- 12 11. de Ramon, Reina
- 13 12. Delgado, Josefina
- 14 13. Estrada, Victor
- 15 14. Flores, Rosa
- 16 15. Gallego, Jose Luis
- 17 16. Garcia, Rosa
- 18 17. Hernandez, Rosalinda
- 19 18. Jimenez, Teresa
- 20 19. Lopez, Hector
- 21 20. Loque, Juana
- 22 21. Mancilla, Hermilla
- 23 22. Martinez, Serefina
- 24 23. Melgar, Marisela
- 25 24. Mendoza, Elvira
- 26 25. Morales, Liliana Elizabeth
- 27 26. Ortiz, Christina
- 28 27. Ortiz, Martha Romero

1	28.Patino, Maricela Berenice
2	29.Prado, Samuel
3	30.Prieto, Tomasa
4	31.Quintanilla, Brian
5	32.Renteria, Fany
6	33.Rivera, Barbara
7	34.Rodriguez, Diocelina
8	35.Rojas, Maria Andrea
9	36.Rosales, Octavio
10	37.Saavedra, Jose Juan
11	38.Sabedra, Antonia
12	39.Salas, Victoria P.
13	40.Sanchez Deborceguin, Maria
14	41.Sanchez, Salvador
15	42.Santiago, Maria
16	43.Santiago, Pedro
17	44.Schilling, Sagrario
18	45.Serrano, Gilma
19	46.Strong, Lourdes
20	47.Tejeida, Rosalinda
21	48.Torres, Guadalupe
22	49.Torres, Jose F.
23	50.Torres, Julian
24	51.Vasquez, Edward
25	52.Veliz, Rafaela
26	53.Zuniga, Maria Elena
27	
28	

1 **PROOF OF SERVICE VIA ELECTRONIC FILING SYSTEM**

2 I am, and was at the time the herein mentioned mailing took place, a
3 citizen of the United States, over the age of eighteen (18) years and not a party to
4 the above-entitled cause.

5 I am employed in the Legal Unit of the Los Angeles District Office of the
6 United States Equal Employment Opportunity Commission.

7 My business address is Equal Employment Opportunity Commission, Los
8 Angeles District Office, 255 East Temple Street, Fourth Floor, Los Angeles, CA
9 90012.

10 On the date that this declaration was executed, as shown below, I served
11 the foregoing **[PROPOSED] CONSENT DECREE** via the Case Management,
12 /Electronic Case Filing (CM/ECF) system at Los Angeles, County of Los
13 Angeles, California to:

14 Thomas Mackey
15 mackey@jacksonlewis.com
16 Nikki L. Wilson
17 wilsonn@jacksonlewis.com
18 Jamie C. Chanin
19 chaninj@jacksonlewis.com
20 JACKSON & LEWIS, LLP
21 Counsel for Defendants

22 I declare under penalty of perjury that the foregoing is true and correct.
23 Executed on April 7, 2009, at Los Angeles, California.

24 /s/
25 _____
26 Sue J. Noh
27
28