

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

|                                  |   |                          |
|----------------------------------|---|--------------------------|
| EQUAL EMPLOYMENT OPPORTUNITY     | ) |                          |
| COMMISSION,                      | ) |                          |
|                                  | ) | CIVIL ACTION NO. 06-1057 |
| Plaintiff,                       | ) |                          |
|                                  | ) |                          |
| v.                               | ) |                          |
|                                  | ) |                          |
| REDSTONE HIGHLANDS PERSONAL CARE | ) |                          |
| CENTER d/b/a/REDSTONE HIGHLANDS, | ) |                          |
|                                  | ) |                          |
| Defendant.                       | ) |                          |

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**CONSENT DECREE**

**INTRODUCTION**

A. This action was instituted by the United States Equal Employment Opportunity Commission ("the EEOC") on July 20, 2004, against Redstone Highlands Personal Care Center to enforce provisions of Title VII of the Civil Rights of 1964, as amended, 42 U.S.C. § 2000e *et seq.* ("Title VII"). The EEOC alleged that Defendant Redstone Highlands Personal Care Center subjected Reyes LiVecchi to a hostile work environment based on sex.

B. This Consent Decree is entered into by the EEOC and Redstone Highlands Personal Care Center. This Consent Decree shall be final and binding between the EEOC and Redstone Highlands Personal Care Center, their directors, officers, agents, employees, successors or assigns and all persons in active concert or participation with them.

C. The EEOC and Redstone Highlands Personal Care Center do hereby agree to the entry of this Consent Decree, which shall fully and finally resolve all claims which were raised by

the EEOC in its Complaint in Civil Action No.06-1057. This Consent Decree shall not constitute an adjudication of or finding on the merits of the case, cannot be used as evidence in any other lawsuit or claim, and shall not be construed as an admission by Redstone Highlands Personal Care Center of any violation of Title VII.

**CONSENT DECREE**

Upon consent of the parties to this action, it is hereby ORDERED, ADJUDGED, and DECREED that:

**NON-DISCRIMINATION AND NON-RETALIATION**

1. This Court has jurisdiction over the parties and the subject matter of this action.
2. Redstone Highlands Personal Care Center shall not engage in any employment practice at any of its personal care facilities which constitutes unlawful discrimination under Title VII. Specifically, Redstone Highlands Personal Care Center shall not create, foster or tolerate a hostile work environment based on sex at its personal care facilities.
3. Redstone Highlands Personal Care Center shall not engage in any employment practices which retaliate in any manner against any person, including but not limited to Reyes LiVecchi, because of that person's opposition to any practice alleged or believed to be unlawful under Title VII, or because of the filing of a charge, the giving of testimony or assistance, or the participation in any manner in any investigation, hearing or proceeding under Title VII.
4. Redstone Highlands Personal Care Center shall not divulge, directly or indirectly, to any employer or potential employer of Reyes LiVecchi any of the facts or circumstances related to the charge of discrimination against Redstone Highlands Personal Care Center or any of the events relating to Reyes LiVecchi's participation in the litigation of this matter, except that Redstone

Highlands Personal Care Center may disclose such information if compelled by subpoena or other court order directing such disclosure.

5. Redstone Highlands Personal Care Center shall comply fully with all provisions of Title VII. Nothing in this Consent Decree, either by inclusion or exclusion, shall be construed to limit the obligations of Redstone Highlands Personal Care Center under Title VII or the EEOC's authority to process or litigate any charge of discrimination which may be filed against Redstone Highlands Personal Care Center in the future.

#### **MONETARY RELIEF**

6. Redstone Highlands Personal Care Center agrees to pay monetary relief in the amount of One Hundred Thirty-five Thousand Dollars and No Cents (\$135,000.00). Of the amount paid to Ms. LiVecchi, \$ 20,000.00 shall constitute back pay. The amount treated as back pay shall be paid less the employee's share of applicable withholding which includes and is limited to federal income tax withholdings, state income tax withholdings, local income tax withholdings, and the payee's share of federal social security and medicare withholdings (i.e., FICA and any other related tax). \$60,285.00 of the total amount will be designated as non-economic compensatory damages payable to Ms. LiVecchi. No portion of that amount paid shall be considered compensation for lost wages, and so no withholdings shall be made from those funds provided that such withholding is not required by a determination by the Internal Revenue Service. Defendants will issue an IRS Form W-2 and an IRS Form 1099 to Ms. LiVecchi with respect to payments made. Of the total amount, \$54,715.00 shall be designated as attorneys fees and shall be paid, by check, to the order of James Carroll, Jr., Esquire. In order to receive the monetary relief, Ms. LiVecchi must execute a Release. On or before January 15, 2007, Defendant Redstone Highlands Personal Care Center will mail the

aforementioned checks for monetary relief to Ms. LiVecchi's attorney, James Carroll, Jr.. Defendant will mail a photocopy of the checks to the EEOC, to the attention of M. Jean Clickner, Senior Trial Attorney, EEOC, 1001 Liberty Avenue, Suite 300, Pittsburgh, PA 15222, within five days of the date of mailing of the check to Mr. Carroll.

**POSTING OF NOTICE**

7. Within ten (10) business days after entry of this Decree, Redstone Highlands Personal Care Center shall post same-sized copies of the Notice attached as Exhibit 1 to this Decree on all bulletin boards usually used by Redstone Highlands Personal Care Center for communicating with employees. The Notice shall remain posted for two (2) years from the date of entry of this Decree. Counsel for Redstone Highlands Personal Care Center shall provide a copy of the Notice, and an indication of the date and location of its posting, to the EEOC's Pittsburgh Office, attention M. Jean Clickner, Senior Trial Attorney, within ten (10) days of the posting. Redstone Highlands Personal Care Center shall permit a representative of the EEOC to enter its premises for purposes of verifying compliance with this Paragraph at any time during normal business hours without prior notice. Redstone Highlands Personal Care Center shall take all reasonable steps to ensure that the posting is not altered, defaced or covered by any other material. Should the posted copies become defaced, removed, marred, or otherwise illegible, Redstone Highlands Personal Care Center agree to immediately post a readable copy in the same manner as heretofore specified.

**RECORD KEEPING**

8. For a period of two (2) years following entry of this Decree, Redstone Highlands Personal Care Center shall maintain and make available for inspection and copying by the EEOC

records of each complaint of any incident of sexual harassment under its policy occurring at its locations. Each such report shall indicate the date the complaint of sexual harassment was made, who made it, what was alleged, and what actions Redstone Highlands Personal Care Center took to resolve the matter. Redstone Highlands Personal Care Center shall also make records of all actions it takes to prevent sexual harassment during the duration of this Decree. By designating an incident or complaint as "an incident of sexual harassment" Redstone Highlands Personal Care Center does not admit that such incident or complaint constitutes unlawful conduct under Title VII.

9. Redstone Highlands Personal Care Center shall make all documents or records referred to in Paragraph 8, above, available for inspection and copying within ten (10) business days after the EEOC so requests. In addition, Redstone Highlands Personal Care Center shall make available for interview all persons within its employ who the EEOC reasonably requests for purposes of verifying compliance with this Decree and shall permit a representative of the EEOC to enter its premises for such purposes on five (5) business days advance notice by the EEOC.

10. Nothing contained in this Decree shall be construed to limit any obligation Redstone Highlands Personal Care Center may otherwise have to maintain records under Title VII or any other law or regulation.

### **REPORTING**

11. Redstone Highlands Personal Care Center shall furnish to the EEOC the following written reports semi-annually for a period of two (2) years commencing January 1, 2007. The first report shall be due July 1, 2007. The final report shall be due February 1, 2009. Each such report shall contain:

(a) A summary of the information recorded by Redstone Highlands Personal Care Center

pursuant to Paragraph 8, including the name of the complainant, the allegation of the complaint and the action taken by Redstone Highlands Personal Care Center in response; and,

- (b) A certification by Redstone Highlands Personal Care Center that the Notice required to be posted in Paragraph 7, above, remained posted during the entire six (6) month period preceding the report.

### TRAINING

12. During the term of this Decree, Redstone Highlands Personal Care Center shall provide training on the requirements of Title VII on the following terms:

- (a) Redstone Highlands Personal Care Center agrees to provide annual training to all of its employees at its personal care facilities by a trainer or vendor approved by the EEOC to provide training on an employee's rights and the employer's obligations under Title VII. This training will emphasize what constitutes unlawful harassment in the workplace, how to keep the company free of any such form of discrimination, and what constitutes unlawful retaliation. In the event an employee is unable to attend the annual training, Redstone Highlands Personal Care Center will show the training required by this Consent Decree by way of videotape, DVD, CD rom, written materials or on-line training.
- (b) The training will be provided to all Redstone Highlands Personal Care Center employees, including temporary employees employed at the time of the training. In the event an employee is hired after the date of the required training session to be

held in 2007 and 2008, Redstone Highlands Personal Care Center agrees that, as part of the new employee orientation, it will show the training required by this Consent Decree by way of videotape, DVD, CD rom, written materials or on-line training. Records of the new employee orientation will be maintained and will be made available to EEOC for inspection and copying at the EEOC's request. A registry of attendance shall be retained by Redstone Highlands Personal Care Center for the duration of the Consent Decree.

- (c) Redstone Highlands Personal Care Center shall first provide training in accordance with Paragraph 12(a) on or before March 1, 2007. Redstone Highlands Personal Care Center shall then also provide such training on at least one occasion in calendar year 2007 and 2008.

13. In addition to the training described in Paragraph 12, Redstone Highlands Personal Care Center shall provide training to all appropriate supervisory and management personnel regarding conducting a prompt and effective investigation into allegations, complaints, or charges of employment discrimination.

14. Redstone Highlands Personal Care Center shall obtain the EEOC's approval of its proposed training vendor prior to each year's training sessions. Redstone Highlands Personal Care Center shall submit the name, address, telephone number and resume of the proposed training vendor, together with the date(s) of the proposed training sessions to the EEOC within thirty (30) calendar days prior to the first day of the proposed date(s) of training. The EEOC shall have ten (10) calendar days from the date of receipt of the information described above to accept or reject the proposed trainer(s) and approval of the proposed trainer will not be unreasonably denied. In the

event, however, that the EEOC does not approve Redstone Highlands Personal Care Center designated trainer(s), Redstone Highlands Personal Care Center shall have ten (10) calendar days to identify an alternate trainer. The EEOC shall have ten (10) calendar days from the date of receipt of the information described above to accept or reject the alternate trainer. In the event the EEOC does not approve Redstone Highlands Personal Care Center's alternate trainer, the EEOC shall designate the trainer to be retained and paid for by Redstone Highlands Personal Care Center. Even though the EEOC has approved of or designated a trainer to provide training for one year, it is not required to approve of or designate the same trainer for future training sessions.

15. Redstone Highlands Personal Care Center agrees to provide the EEOC with any and all copies of pamphlets, brochures, outlines or other written materials provided to the participants of the training sessions.

16. Redstone Highlands Personal Care Center shall certify to the EEOC in writing within ten (10) business days after the training sessions required by Paragraphs 12 and 13 above have occurred that the training has taken place and that the required personnel have attended. Such certification shall include: (i) the dates, location and duration of the training session; (ii) a copy of the registry of attendance, which shall include the name and position of each person in attendance; and (iii) a listing of all current employees, including temporary employees, as of the date of the training.

#### **DISPUTE RESOLUTION**

17. In the event that either party to this Decree believes that the other party has failed to comply with any provision(s) of the Decree, the complaining party shall notify the other party of the alleged non-compliance within ten (10) days of the alleged non-compliance and shall afford the



alleged non-complying party thirty (30) business days to remedy the non-compliance or to satisfy the complaining party that the alleged non-complying party has complied. If the alleged non-complying party has not remedied the alleged non-compliance or satisfied the complaining party that it has complied within thirty (30) business days, the complaining party may apply to the Court for appropriate relief.

**MISCELLANEOUS PROVISIONS**

18. Each party to this Decree shall bear its own expenses, costs and attorneys' fees.

19. The terms of this Decree are and shall be binding upon the present and future representatives, agents, directors, officers, assigns, and successors of Redstone Highlands Personal Care Center in their capacities as representatives, agents, directors and officers of Redstone Highlands Personal Care Center, and not in their individual capacities. This paragraph shall not be construed as placing any limit on remedies available to the Court in the event that any party to this Decree is found to be in contempt for a violation of this Decree.

20. This Consent Decree shall fully and finally resolve all claims which were raised by the EEOC in its Complaint in Civil Action No. 06-CV-1057.


21. This Consent Decree shall be filed in the United States District Court for the Western District of Pennsylvania and shall continue to be in effect from January 1, 2007 through December 31, 2008. Any application by any party to modify or vacate this Consent Decree during such period shall be made by motion to the Court on no less than thirty (30) days notice to the other party.

22. The Court retains jurisdiction over this case in order to enforce the terms of the Consent Decree.

23. The Clerk of the District Court is hereby directed to send a file-stamped copy of this

Consent Decree to counsel of record.

REDSTONE HIGHLANDS.  
PERSONAL CARE CENTER

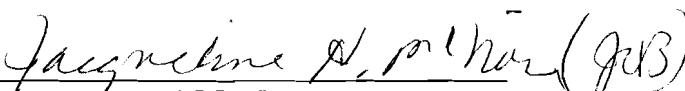
  
\_\_\_\_\_  
John K. Dickson  
President / CEO


EQUAL EMPLOYMENT OPPORTUNITY COMMISSION


RONALD S. COOPER  
GENERAL COUNSEL

JAMES L. LEE  
DEPUTY GENERAL COUNSEL

GWENDOLYN YOUNG REAMS  
ASSOCIATE GENERAL COUNSEL

  
\_\_\_\_\_  
JACQUELINE H. MCNAIR  
REGIONAL ATTORNEY

  
\_\_\_\_\_  
JUDITH O'BOYLE  
SUPERVISORY TRIAL ATTORNEY

  
\_\_\_\_\_  
M. JEAN CLICKNER  
SENIOR TRIAL ATTORNEY  
Pa. I.D. No. 42738  
EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION  
Pittsburgh Area Office  
Liberty Center, Suite 300  
1001 Liberty Avenue  
Pittsburgh, PA 15222  
(412) 644-6439  
(412) 644-4935 (facsimile)  
[jean.clickner@eeoc.gov](mailto:jean.clickner@eeoc.gov)

IT IS SO ORDERED:

BY THE COURT: \_\_\_\_\_

DATE: \_\_\_\_\_

UNITED STATES DISTRICT JUDGE

**EXHIBIT 1**

**NOTICE TO ALL REDSTONE HIGHLANDS PERSONAL CARE CENTER EMPLOYEES**

This Notice is being posted pursuant to a Consent Decree entered by the federal court in *EEOC v. Redstone Highland Personal Care Center d/b/a Redstone Highlands*, Civil Action Number 06-CV-1057 (W.D. PA.), resolving a lawsuit filed by the Equal Employment Opportunity Commission ("EEOC") against Redstone Highlands Personal Care Center.

Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et seq.*, as amended, ("Title VII"), prohibits discrimination against employees and applicants for employment based upon race, color, sex, religion, or national origin. Title VII further prohibits retaliation against employees or applicants who avail themselves of the rights under Title VII by engaging in protected activities, such as filing a charge of discrimination and/or testifying or participating in a Commission investigation. The EEOC is the federal agency which investigates charges of unlawful employment discrimination. The EEOC has the authority to bring lawsuits in federal court to enforce Title VII.

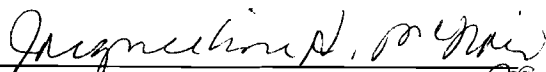
In its lawsuit, the EEOC alleged that Redstone Highlands Personal Care Center subjected a female employee to a hostile work environment based on sex in violation of Title VII of the Civil Rights Act of 1964 ("Title VII"). Redstone Highlands Personal Care Center denies these allegations and this Notice shall not be construed as an admission by Redstone of any violation of Title VII.

To resolve the case, Redstone Highlands Personal Care Center and the EEOC have entered in to a Consent Decree which provided, among other things, that: (1) Redstone Highlands Personal Care Center paid monetary relief; (2) Redstone Highlands Personal Care Center will not discriminate on the basis of sex in the future; (3) Redstone Highlands Personal Care Center will not retaliate against any person because he or she opposed any practice made unlawful by Title VII, filed a Title VII charge of discrimination, participated in any Title VII proceeding, or asserted any rights under the Consent Decree; and (4) Redstone Highlands Personal Care Center will train all employees regarding sexual harassment and Redstone Highlands Personal Care Center's policy prohibiting sexual harassment.

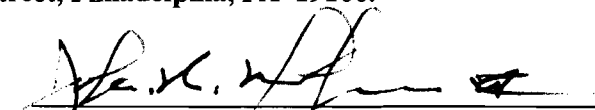
If you believe you have been discriminated against, you may contact the EEOC at (800) 669-4000. The EEOC charges no fees and has employees who speak languages other than English.

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

**This Notice must remain posted for two years from the date below and must not be altered, defaced or covered by any other material. Any questions about this Notice or compliance with its terms may be directed to the: Regional Attorney, EEOC Philadelphia District Office, 21 South 5th Street, Philadelphia, PA 19106.**

  
\_\_\_\_\_  
U.S. Equal Employment Opportunity Commission

DATED: 1/3/07

  
\_\_\_\_\_  
Redstone Highlands Personal Care Center  
John R. Dickson, Jr.  
President / CEO  
DATED: 12/27/06