

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
GREENVILLE DIVISION**

EQUAL EMPLOYMENT)	
OPPORTUNITY COMMISSION,)	CIVIL ACTION NO. 6:04-2244-13BI
Plaintiff,)	
v.)	
)	
CRITICAL CARE SPECIALIST, INC.,)	
NURSE ASSOCIATES, LLC, and)	
ADVANCE NURSING INSTITUTE, LLC,)	
Defendants.)	
_____)	

CONSENT DECREE

The Equal Employment Opportunity Commission (the “Commission”) instituted this action under the Equal Pay Act of 1963 (“EPA”), Title VII of the Civil Rights Act of 1964 (“Title VII”), and Title I of the Civil Rights Act of 1991, to address allegations of unlawful employment practices on the basis of sex and retaliation, to restrain the alleged unlawful payment of wages to employees of one sex at rates less than the rates paid to employees of the opposite sex, and to provide appropriate relief to Tammie Joyce Lawrence, Rachael Semenach, Melinda Hoffman, and other similarly situated female employees who were allegedly adversely affected by such practices. Specifically, the Commission’s Complaint alleges that Defendants Critical Care Associates, Inc., Nurse Associates, LLC and Advance Nursing Institute, LLC (“Defendants”) paid, and are allegedly paying, female employees wages which were and are less than wages paid to comparable male employees who perform or performed the same or substantially equal work. The Commission’s Complaint further alleges that Defendants discriminated against Tammie Joyce Lawrence by discharging her in retaliation for her complaints of gender based pay discrimination.

Defendants deny all allegations of discrimination and wrongdoing and maintain that at all times they treated their employees lawfully.

The Court is not making a finding as to whether the Commission's allegations or the Defendant's responses are accurate or proven.

The parties hereby stipulate to jurisdiction of the Court over the parties and agree that the subject matter of this action is properly before the Court.

The parties have advised this Court that they desire to resolve the allegations in the Complaint without the burden, expense, and delay of further litigation.

It is therefore the finding of this Court, made on the pleadings and the record as a whole, that: (1) the Court has jurisdiction over the parties and the subject matter of this action; (2) the purpose and provisions of the EPA and Title VII will be promoted and effectuated by the entry of the Consent Decree; and (3) this Decree resolves, as provided in paragraphs 1 through 20 below, all matters in controversy as set forth in the Commission's Complaint.

It is therefore ORDERED, ADJUDGED AND DECREED as follows:

1. Defendants shall not discriminate against individuals in violation of the Equal Pay Act of 1963, and specifically shall not pay lower wages to female employees than are paid to male employees for substantially equal work on jobs, the performance of which requires equal skill, effort, and responsibility, and which are performed under similar working conditions. Defendants deny all allegations of discrimination and wrongdoing currently or in the past.

2. Defendants shall not discriminate against individuals on the basis of sex within the meaning of Title VII of the Civil Rights Act of 1964. Specifically, Defendants shall not discriminate against females employees based on their sex by paying lower wages to female employees than are paid to male employees who perform substantially similar work based on

their sex. Defendants deny all allegations of discrimination and wrongdoing currently or in the past.

3. Defendants shall not discriminate or retaliate against any person because of opposition to any practice made unlawful under Title VII, or because of the filing of a charge or anticipated filing of a charge, the giving of testimony or assistance, or the participation in any investigation, proceeding or hearing under the foregoing statute. Defendants deny all allegations of discrimination and wrongdoing currently or in the past.

4. Defendants shall not discriminate or retaliate against any employee because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to the EPA, or has testified or is about to testify in any such proceeding, or has served or is about to serve on an industry committee. Defendants deny all allegations of discrimination and wrongdoing currently or in the past.

5. Defendants shall pay to Tammie Joyce Lawrence the sum of Fourteen Thousand Dollars (\$14,000.00) in damages. Defendants shall pay to Rachael Semenach, Two Thousand Dollars (\$2,000.00) in damages. Defendants shall pay to Melinda Hoffman, Two Thousand Dollars (\$2,000.00) in damages. Defendants shall make payment by issuing cashiers checks payable to each person identified above in the stated amounts. Payment shall be made by mailing the checks directly to each individual at addresses to be provided by the Commission. Payment shall be made in full to Ms. Semenach and Ms. Hoffman within ten (10) days after the Court enters this Consent Decree. Payment of Seven Thousand Dollars (\$7,000.00) shall be made to Tammie Joyce Lawrence within ten (10) days after the Court enters this Consent Decree, with the remaining Seven Thousand Dollars (\$7,000.00) to be paid within ninety (90) days after the Court enters this Consent Decree. Within ten (10) days after the checks have been sent, Defendants

shall mail to Lynette A. Barnes, Acting Regional Attorney, Equal Employment Opportunity Commission, 129 West Trade Street, Suite 400, Charlotte, NC 28202, a copy of each check and proof of its delivery to each claimant.

6. Defendants are jointly and severally liable for payment of the sums outlined in paragraphs five.

7. Defendants agree to eliminate from the employment records of Tammie Joyce Lawrence, Rachael Semenach and Melinda Hoffman any and all documents and entries relating to the facts and circumstances which led to the filing of the EEOC charge of discrimination and the related events that occurred thereafter, including the filing of this lawsuit. Within twenty (20) days of the entry of this decree, Defendants shall report compliance to the Commission.

8. Defendants agree to provide each of Tammie Joyce Lawrence, Rachael Semenach and Melinda Hoffman with a neutral letter of reference, a copy of which is attached hereto. In addition, if Defendants receive any inquiries regarding the employment of Ms. Lawrence, Ms. Semenach or Ms. Hoffman, Defendants shall provide a copy of the letter in lieu of an oral response.

9. Within ninety (90) days of the entry of this decree by the Court, Defendants shall adopt, implement and distribute a formal, written anti-discrimination policy, which shall include but not be limited to the following: an explanation of the requirements of the federal equal employment opportunity laws, including the EPA and its prohibition against payment of unequal wages based on sex and its prohibition against retaliation; Title VII and its prohibition against sex discrimination in the workplace, including disparate wages based on sex, and its prohibition against retaliation; and a procedure for complaining about discrimination. Defendants shall distribute to each current employee who receives a W-2 Form a copy of the policy within the aforementioned ninety (90) day time period. Within one hundred (100) days of the entry of the

decree, Defendants shall report compliance to the Commission. During the term of this Decree, Defendants shall distribute the policy to all new employees at the time of hire.

10. During the term of this Decree, Defendants shall provide annual training programs on the federal equal employment opportunity laws to all corporate personnel. Said training programs shall be conducted by an individual who is not an employee of any Defendant or their affiliates. At least fifteen (15) days prior to each program, Defendants shall provide the Commission with an agenda for the training program.

Each training program shall include an explanation of the requirements of the federal equal employment opportunity laws, including the following: the EPA, its prohibition against payment of unequal wages based on sex, and its prohibition against retaliation; and Title VII, its prohibition against sex discrimination in the workplace, including disparate pay based on sex, and its prohibition against retaliation. Each training program shall also cover an explanation of the rights and responsibilities of employees and managers under Defendant's anti-discrimination policy as that policy is defined in paragraph 9 above.

11. The first training program shall be completed within ninety (90) days after entry of the decree by the Court. Each subsequent training program shall be conducted at approximately one-year intervals. Within ten (10) days after completion of each training program, Defendants shall certify to the Commission the specific training which was undertaken and shall provide the Commission with a roster of all employees in attendance.

12. Defendants agree to include training for all new corporate employees on the EPA and Title VII, including but not limited to Defendant's obligations under Title VII and the EPA and employee rights under Title VII and the EPA, in new hire orientation.

13. During the term of this Decree, each Defendant shall conspicuously post the attached Employee Notice, marked Appendix A, hereby made a part of this Decree, at each Defendant facility, in a place where it is visible to employees. Within ten (10) days of posting the Notices, each Defendant shall report compliance to the Commission. If any Notice becomes defaced or unreadable, the Defendant shall replace it by posting another copy of the Notice.

14. During the term of this Consent Decree, each Defendant will provide the Commission with a report at six (6) month intervals, with the first being due four (4) months after approval by the Court of this Decree. The reports shall include the following information:

- a. the identity of each Defendant employee who complained of or reported alleged sex discrimination under Title VII or the EPA during the reporting period, including by way of identification each individual's full name, Social Security Number, home address, home telephone number, gender;
- b. a statement of each individual's complaint, a description of what action was taken in response to the individual's complaint, and whether the individual is currently employed by Defendant, and if not, the reason therefore;
- c. if no such complaints or reports were received, Defendant shall state the same; and
- d. the identities of all individuals employed by any Defendant as a Staffing Coordinator, Staffing Associate, Staffing Team Leader or Staffing Recruiter at any time during the reporting period, including by way of identification each individual's full name, Social Security Number, home address, home telephone number, gender, and rate of pay.

15. Defendants agree that the Commission may review compliance with this Decree. As part of such review, the Commission, upon reasonable notice, may inspect the premises, interview employees and examine and copy documents.

16. If at any time during the term of this Decree, the Commission believes that any Defendant is in violation of this Decree, the Commission shall give written notice of the alleged violation to that Defendant. The Commission's belief shall be reasonable and in good faith. The Defendant then shall have fourteen (14) days in which to investigate and respond to the allegations. Thereafter, the Commission and the Defendant shall have a period of twenty (20) days, or such additional period as may be agreed upon by them, in which to negotiate the resolution of such allegations, before the Commission exercises any remedy provided by law.

17. All reports and compliance statements required by this Consent Decree shall be mailed to Lynette A. Barnes, Acting Regional Attorney, Equal Employment Opportunity Commission, Charlotte District Office, 129 West Trade Street, Suite 400, Charlotte, North Carolina 28202.

18. Except as otherwise provided herein, each party shall bear its own costs and fees.

19. The term of this Decree shall be for two (2) years from its entry by the Court.

20. This Court shall retain jurisdiction of this cause for the term of this Decree for purposes of monitoring compliance with this Decree and entry of such further orders as may be necessary or appropriate. The Decree shall expire by its own terms at the end of two (2) years without further action by the parties.

March 10, 2005
Date

/s/G. Ross Anderson, Jr.
United States District Judge
District of South Carolina

The parties jointly request that the Court approve and enter the Consent Decree:

This the 2nd day of March 2005.

**EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,
Plaintiff**

ERIC S. DREIBAND

General Counsel

JAMES L. LEE

Deputy General Counsel

GWENDOLYN YOUNG REAMS

Associate General Counsel

s/ Lynette A. Barnes
LYNETTE A. BARNES
Acting Regional Attorney

s/ Kara Gibbon Haden
KARA GIBBON HADEN
Senior Trial Attorney
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
Charlotte District Office
129 West Trade Street, Suite 400
Charlotte, North Carolina 28202
Telephone: 704.344.6885
Facsimile: 704.344.6780

s/ Robert F. Daley, Jr.
ROBERT F. DALEY, JR.
Assistant U.S. Attorney
Local Bar No. 6460
District of South Carolina
1441 Main Street, Suite 500
Columbia, South Carolina 29201
Telephone: 803.929.3054

This the 2nd day of March 2005.

**CRITICAL CARE SPECIALIST, INC.,
NURSE ASSOCIATES, LLC, and
ADVANCE NURSING INSTITUTE, LLC,
Defendants.**

s/ Robert M. Sneed
ROBERT M. SNEED
FOSTER LAW FIRM, L.L.P.
601 East McBee Ave., Suite 104
Greenville, South Carolina 29601
Telephone: 864.242.6200
Facsimile: 864.233.0290

