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UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,)

Plaintiff,)

v.)

HCR MANOR CARE HEALTH SERVICES AT YARDLEY,)

Defendant.)

Civil Action No. 02-cv-7483(LD)

FILED

SEP 26 2002 MICHAEL E. RUMBLE, Clerk Ep. Clcr

CONSENT DECREE

This Consent Decree is entered into by the Plaintiff, the United States Equal Employment Opportunity Commission (the "EEOC" or the "Commission") and the Defendant, HCR Manor Care Health Services at Yardley, ("HCR Manor Care"), its directors, officers, agents, employees, successors or assigns.

The Commission brought this action on September 26, 2002, in the United States District Court for the Eastern District of Pennsylvania to enforce the provisions of Title VII of the Civil Rights Act of 1964, as amended, and Title I of the Civil Rights Act of 1991, 42 U.S.C. § 2000e, et seq ("Title VII"). In its Complaint, the Commission alleged that HCR Manor Care discriminated against Evette Ford, Djenan Augustin, and Kenyattia Gaither, because of their race (Black), by subjecting them to harsher disciplinary treatment under its progressive disciplinary procedures and by causing their termination, while similarly situated white employees who engaged in similar or identical conduct were not subjected to the same treatment.

As a result of settlement discussions, and in an attempt to avoid litigation costs, the parties to this action do hereby agree to entry of this Consent Decree (hereinafter referred to as the

"Decree") which shall resolve fully and finally all claims which were raised by the EEOC in its Complaint. It is the intent of the parties that this Decree shall be a final and binding settlement between the parties signatory hereto, their successors and assigns, in full disposition of all claims alleged in the Commission's Complaint against HCR Manor Care.

The Parties hereby agree that:

1. This Decree is entered into in compromise of the claims asserted in this civil action. HCR Manor Care denies any wrongdoing, and this Decree shall, under no circumstances, be construed or deemed to be evidence of any wrongdoing, fault, or liability; or any infirmity in the defenses that HCR Manor Care asserted.

2. The EEOC is the agency of the United States government authorized by Congress to investigate allegations of unlawful employment discrimination, to bring civil actions based upon these allegations of unlawful practices, and to seek relief for individuals affected by such practices.

3. The parties stipulate that, pursuant to Title VII and 28 USC § 451, 1331, 1337, 1343, and 1345, the United States District for the Eastern District of Pennsylvania has jurisdiction over both the subject matter and the parties in this case. The parties further stipulate that venue is appropriate in the Eastern District of Pennsylvania.

NON-DISCRIMINATION

4. HCR Manor Care agrees to comply fully with all of the provisions of Title VII, and will avoid engaging in any employment practice which operates to deny equal employment opportunity based on race, in violation of Title VII.

5. HCR Manor Care agrees that it shall not engage in any employment practices which retaliate in any manner against any person, including but not limited to, Evente Ford, Djenan

Augustin, and Kenyattia Gaither, because of that person's cooperation with the EEOC with respect to this civil action. HCR Manor Care will comply with Title VII's prohibition of retaliation, because of the filing of a charge, the giving of testimony or assistance, or participation in this matter, or in any investigation, hearing or proceeding under Title VII.

6. HCR Manor Care shall not divulge, directly or indirectly, to any employer or potential employer of Evette Ford, Djenan Augustin, and Kenyattia Gaither, the facts or circumstances related to the charge of discrimination against HCR Manor Care, or any of the events relating to their participation in the litigation of this matter. Further, Manor Care agrees that the personnel files of Ms. Augustin, Ms. Ford and Ms. Gaither shall be removed from Manor Care at Yardley and placed at Manor Care's corporate headquarters in Toledo, Ohio, where they will be marked "Sealed - Contents to be released only as required by law." Manor Care will keep at the Yardley facility only documents showing their dates of employment, job title and last rate of pay.

7. This Decree, being entered into with the consent of the Commission and HCR Manor Care shall not constitute an adjudication or finding on the merits of the case and shall not be construed as an admission of liability by HCR Manor Care.

MONETARY COMPENSATION

8. HCR Manor Care agrees to pay the sum total of \$10,000.00 to Evette Ford in settlement of claims brought by the EEOC in this action. In consideration for the monetary relief to be paid, Ms. Ford agrees to execute a release to be presented to her by HCR Manor Care.

9. HCR Manor Care agrees to pay the sum total of \$10,000.00 to Djenan Augustin in settlement of claims brought by the EEOC in this action. In consideration for the monetary relief to be paid, Ms. Augustin agrees to execute a release to be presented to her by HCR Manor Care.

10. HCR Manor Care agrees to pay the sum total of \$10,000.00 to Kenyattia Craither in settlement of claims brought by the EEOC in this action. In consideration for the monetary relief to be paid, Ms. Gaither agrees to execute a release to be presented to her by HCR Manor Care.

11. Within fourteen (14) days after HCR Manor Care has received their executed releases, Defendant will make the agreed monetary payment. Proof of the payment shall be mailed to Iris Santiago-Flores, Senior Trial Attorney, EEOC, Philadelphia District Office, 21 S. Fifth Street, Suite 400, Philadelphia, PA 19106.

EQUITABLE RELIEF

Defendant HCR Manor Care agrees to the following injunctive relief:

12. HCR Manor Care agrees to post a Notice at its Yardley, Pennsylvania facility in the form attached hereto as Exhibit "A" for a period of 90 days from the date of the filing of this Decree with the Court. The Notice shall be easily legible and shall be posted on the bulletin boards at HCR Manor Care where notices, bulletins or announcements of this nature are usually and customarily posted for the benefit of all employees. Should the posted copy of the Notice become defaced, marred or otherwise made unreadable, HCR Manor Care agrees immediately to post a readable copy of the Notice.

13. HCR Manor Care agrees to conduct training on employment discrimination under Title VII for its managers, supervisors, and employees at its Yardley, Pennsylvania facility within 90 days of the filing of the Decree with the Court, unless it has completed the training within the preceding 90 day period. Defendant agrees to notify the Commission as to the date of the training, and provide the identity of the presenter(s) and information regarding the substantive content presented at the training to the Commission after the training is completed.

14. HCR Manor Care agrees to provide to Evette Ford, Djenan Augustin, and Kenyattia Gaither a neutral letter of reference, stating only their positions with HCR Manor Care, date(s) of employment, and salary.

DISPUTE RESOLUTION AND COMPLIANCE

15. The Court may order expedited discovery under the Federal Rules of Civil Procedure for purposes of determining compliance with this Decree or defending against a claim of non-compliance. The Court will have all equitable powers, including injunctive relief, to enforce this Decree.

16. If any provision of the Consent Decree is found to be unlawful, only the specific provision in question shall be affected and the other provisions will remain in full force and effect.

17. The terms of the Decree are and shall be binding upon the present and future employees, agents, trustees, administrators, successors, representatives, and assigns of HCR Manor Care.

18. This Decree constitutes the entire agreement and commitments of the parties. Any modifications to this agreement must be mutually agreed upon and memorialized in a writing signed by HCR Manor Care and the Commission.

19. This Decree shall be filed in the United States District Court for the Eastern District of Pennsylvania and shall continue to be in effect for a period of six (6) months.

20. The Parties agree to file a Stipulation of Dismissal with Prejudice in the form attached hereto as Exhibit "B".

21. Failure by the Commission to seek enforcement of this Decree with regard to one provision shall not be construed as a waiver of its rights to do so with regard to the same or other provisions of this Decree.

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

Gwendolyn Young Reams
Associate General Counsel
Washington, D.C.

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Jacqueline H. McNair
Regional Attorney

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Senior Trial Attorney

U.S. EEOC
Philadelphia District Office
21 S. 5th Street, Suite 400
Philadelphia, PA 19106
(215) 440-2828

11/4/02
DATE

APPROVED AND SO ORDERED:

12/9/02
DATE

J.

HCR MANOR CARE HEALTH SERVICE
AT YARDLEY

M. Frances Ryan
M. Frances Ryan, Esq.
Law Offices of Dechert Price & Roads
4000 Bell Atlantic Tower
1717 Arch Street
Philadelphia, PA 19103
(215) 994-4000

11/21/02
DATE:

ENTERED
NOV 15 2002

CLERK OF COURT

L. J.

12-10-02
Iris S. Flores
J. McNair
J. O'Boyle
M.F. Ryan