

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,	§	
	§	
Plaintiff,	§	
	§	
v.	§	CIVIL ACTION NO. 4:06-cv-02737
	§	
TENET EMPLOYMENT, INC., f/k/a TENET TEXAS EMPLOYMENT, INC.	§	
	§	
Defendant.	§	<u>JURY TRIAL</u>

CONSENT DECREE

The Equal Employment Opportunity Commission (“Commission” or “EEOC”) has alleged that Defendant Tenet Employment, Inc. (“Tenet”), violated Title I of the Americans with Disabilities Act of 1990 (“ADA”). EEOC has asserted that Tenet discriminated against workers with mental retardation by causing their terminations as contract workers at the hospital, thereby unlawfully interfering with their exercise and enjoyment of rights guaranteed by the ADA. EEOC also has claimed that Tenet, when subsequently hiring patient transporters on Tenet’s payroll, unlawfully refused to hire qualified workers with disabilities because of their disabilities.

Tenet has denied the EEOC’s allegations. The parties by this Consent Decree have agreed to compromise and settle disputed claims.

Now, therefore, the parties stipulate to the jurisdiction of the Court and waive a hearing and the entry of findings of fact and conclusions of law.

It is therefore ORDERED that:

1. This Consent Decree is entered in full and complete settlement of any and all

claims arising out of or contained in EEOC Charge No. 330-2004-05670, and this lawsuit, Civil Action No. 4:06-cv-02737. The entry of this Decree does not deprive EEOC or any state fair employment practices agency from investigating any other pending or future ADA claim against Tenet. This Decree shall be applicable only to Park Plaza Hospital.

2. Tenet shall not retaliate against any individual who has provided testimony or evidence related to this lawsuit or to the investigation of EEOC Charge No. 330-2004-05670.

3. Supervisory personnel with hiring or firing authority at Park Plaza, as shown by the list of titles provided to the EEOC contemporaneously with the submission of this Decree, shall receive training in ADA compliance within sixty (60) days after entry of this Decree, and once more during the duration of this Decree. The training will be conducted by either an attorney or an experienced training person or group not located at Park Plaza Hospital.

4. Tenet shall submit to the counsel of record for EEOC for each training program, at least twenty (20) days in advance of the program, the name of the program provider and a curriculum outline indicating the information to be addressed during the program, as well as copies of all agendas and materials to be distributed at the training seminar. If EEOC objects to any of the materials it shall notify Park Plaza and the parties will work in good faith to resolve any difference. The person who shall administer the training will be either attorney(s) or person(s) possessing at least five years of experience in the application of labor and employment law. Written acknowledgment of receipt of the training shall be obtained by Tenet from all individuals attending the training and retained among the employment records of Tenet, and copies shall be forwarded to the EEOC's counsel of record within ten (10) days of the completion of the training.

5. The training provided for by this Consent Decree will ensure that the following

topics are reviewed:

- a. Provide clear definitions and examples of prohibited disability discrimination and retaliation;
- b. Provide for substantial discipline for incidents of disability discrimination and/or retaliation;
- c. Provide for the acceptance of disability discrimination and/or retaliation complaints, whether in writing or orally, by any current or former employees or applicants for employment;
- d. Provide for a full and effective investigation of all complaints as well as appropriate remedies for handling complaints, up to and including termination; and
- e. Acknowledge Tenet's ADA responsibility to reasonably accommodate mentally challenged individuals who apply for employment and/or are employed by Tenet.

6. Tenet agrees that within ten (10) days after entry of this Decree it will conspicuously post the attached notice (Exhibit "A") in an area of Park Plaza hospital accessible to all employees for a period of two (2) years from the date the Decree is signed.

7. Tenet agrees to pay the total sum of ONE HUNDRED TWENTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$122,500.00) in full and final settlement of the Commission's lawsuit. Within fourteen (14) calendar days of entry of the Consent Decree, the Commission shall notify Tenet of the sum to be paid to Charging Party and to each of the class members who will receive a portion of the settlement proceeds, and the address of each person who will receive a portion of the settlement proceeds; at the election of Charging Party and each

classmember, payment may be made to a special needs trust or a pooled trust rather than directly to the Charging Party or classmembers. Within forty-five (45) calendar days of the entry of this Decree, Tenet shall mail the checks to the recipients, at the addresses provided by the Commission. A copy of the checks disbursed shall be mailed to the Commission's counsel of record and to each class member's representative on the same day Tenet mails the checks to the recipients. It is agreed that \$5,000.00 of each individual's payment shall be allocated to wages and the remainder to compensatory damages.

8. Tenet agrees that if Charging Party or any classmember applies for employment at Park Plaza hospital in the future, his or her application will be considered fairly, in compliance with the ADA, in accordance with the availability of positions at the facility and the qualifications of the applicant.

9. During the duration of this Consent Decree, Tenet shall maintain copies of all employment applications submitted for positions at Park Plaza hospital. While this Consent Decree is in effect, the Commission may monitor Tenet's compliance with this provision by providing twenty (20) calendar days' notice of its intent to inspect the retained applications. However, the Commission may not exercise this right more than two (2) times in any calendar year. Upon receipt of such notice, Tenet must provide the Commission's Houston District Office with copies of the requested applications, at the expense of Tenet. The document may be kept and produced in electronic format.

10. Tenet shall appoint a liaison who is responsible for ensuring and reporting to the Commission Tenet's compliance with the terms of this Decree. The name of the liaison shall be provided to the Commission in writing within ten (10) days of the entry of this Decree. The Commission shall be notified of any change.

11. This Decree shall remain in effect for two (2) years from the date of entry. During the period that this Decree shall remain in effect, the Court shall retain jurisdiction to assure compliance with this Decree and to permit entry of such further orders or modifications as may be appropriate. The EEOC will send written notice to Tenet of any alleged breach, and provide Tenet at least ten (10) days for the opportunity to investigate and cure such breach. Should the parties be unable to resolve such a dispute after good faith attempts, and upon EEOC's assessment that Tenet has not cured any alleged breach, the EEOC is specifically authorized to seek Court-ordered enforcement of this Decree in the event of a breach of any of the provisions herein.

12. The parties shall bear their own costs and attorney's fees.

So **ORDERED** and **SIGNED** this 26th day of October, 2007.



KEITH P. ELLISON
UNITED STATES DISTRICT JUDGE