

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

EQUAL EMPLOYMENT OPPORTUNITY	)	
COMMISSION,	)	
	)	
Plaintiff,	)	Civil Action No. 1:05-cv-00446
	)	
and	)	Hon. Gordon J. Quist
	)	U.S. District Court Judge
KISHA CHILDREY and DIANE WILSON,	)	
	)	
Intervening Plaintiffs,	)	
	)	
v.	)	
	)	
SPECTRUM HEALTH WORTH HOME CARE, INC.,	)	
	)	
Defendant.	)	
_____	)	

CONSENT DECREE

Civil Action No. 1:05-cv-00446 was instituted by the Equal Employment Opportunity Commission (“Commission”) under the authority granted to it under Section 706(f)(1) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e-5(f)(1). The Commission's action was brought to correct alleged unlawful employment practices on the bases of sex and race.

The Commission and the Defendant Spectrum Health Worth Home Care, Inc. (“Spectrum Worth”), hereby stipulate to the jurisdiction of the Court over the parties and the subject matter of this action.

The Commission and the Defendant have advised this Court that they desire to resolve Civil Action No. 1:05-cv-00446 without the burden and expense of further litigation. Plaintiff

Intervenors Kisha Childrey and Diane Wilson are aware of this Consent Decree and have no objection to it.

By entering into this Consent Decree the EEOC and the Defendant acknowledge that it neither waives nor resolves any of the allegations, issues, and/or claims raised by Intervenors Kisha Childrey and/or Diane Wilson in their individual Complaints.

It is, therefore, the finding of this Court, based on the pleadings and the record as a whole that the applicable requirements of Title VII will be carried out by the implementation of this Decree, and this Decree resolves only the issues raised by the Complaint of the Commission.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED as follows:

1. Defendant agrees that it will not discriminate against employees on the bases of sex and race and will maintain a work environment for all employees that is free from harassment.

2. Defendant agrees that there will be no discrimination or retaliation of any kind against any person because that person is a beneficiary of this Decree or has provided information or assistance, or participated in any manner in an investigation, proceeding or hearing in relation to this action.

3. Defendant agrees to post the Notice of Non-Discrimination Policy attached as Appendix A to this Decree in a conspicuous place on its premises. Said notice shall remain posted throughout the term of this Decree.

4. Within thirty (30) days of the date of entry of this Decree, Defendant agrees to circulate to its employees copies of its policy which prohibits harassment in the workplace. Defendant agrees to inform the employees that the harassment policy applies to situations which occur within the homes of patients, as well as in the corporate workplace.

5. Defendant agrees that it shall conduct a training seminar for all employees, including all managers and supervisors regarding the policies prohibiting harassment. Said seminar must be conducted within six (6) months from the date of entry of this Decree. Thirty (30) days prior to the date of the seminar, the Defendant shall provide notice to the Commission regarding the date, time and place of the seminar, and shall send to the Commission a copy of the seminar program and all written materials, if any, to be used at the seminar. The Commission may provide reasonable input on the content of the program.

6. Defendant agrees to submit reports to EEOC detailing its compliance with this decree. Within sixty (60) days of the date of this Decree, Defendant will certify to the EEOC Regional Attorney that the distribution and explanation of the policy has been completed and provide EEOC with a copy of the policy prohibiting harassment. Defendant further agrees to submit a report to the EEOC within thirty days of its completion of the training described in paragraph 5 above. Said report shall include the date the training took place and a list of all those employees who attended the training. In addition, four (4) annual reports shall be submitted during the term of this decree. The first report shall be due on December 31, 2006 and the subsequent reports shall be mailed to the Commission no later than December 31st of each year covered by the decree. The report shall include the following information for the twelve (12) month period preceding the report: a description of any and all verbal or written complaints of harassment or sex or race discrimination received by the company or any of its managers or supervisors from any employee, the name and position of the complainant and the disposition of the complaint, including any discipline administered as a result of the complaint. Reports shall be sent to the attention of Laurie A. Young, Regional Attorney, or her successor, Equal

Employment Opportunity Commission, 101 W. Ohio Street, Suite 1900, Indianapolis, Indiana, 46204.

7. Defendant agrees that the EEOC may review compliance with this Decree. As part of such review, the EEOC may inspect the premises, interview employees, examine and copy documents. Access shall be granted during the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday, with initial access allowed five (5) working days after Defendant's receipt of a written request by EEOC. This Decree shall not be construed as authorizing the EEOC to inspect the premises of any of Defendant's home care patients without the express consent of the patient, the patient's guardian, or a person with the legal authority to act on the patient's behalf.

8. In the event that EEOC alleges that a violation of this Decree has occurred, prior to exercising any remedy provided by law, EEOC will give notice in writing thereof, specifically identifying the alleged violation to Defendant. Defendant will have thirty (30) days in which to investigate and respond to the allegation. Thereafter, the parties will have a period of thirty (30) days, or such additional period as may be agreed upon by them, in which to negotiate and confer regarding such allegation, before Plaintiff exercises any remedy provided by law.

9. This Decree shall remain in effect from the date of the entry until December 31, 2009.

10. This Decree is not an adjudication or finding on the merits of this case and shall not be construed as an admission by the Defendant of liability of a violation of any federal, state or local law. This Decree shall not be given preclusive effect on any claim, issue, or defense raised in this action.

11. The Commission and Defendant will bear their own costs and attorney fees. Nothing in this Decree shall be construed to prevent Defendant from recovering all of the costs it

has incurred in this action from Intervening Plaintiffs under applicable federal statutes and the Federal Rules of Civil Procedure should it prevail in this matter. Further, nothing in this Decree shall be construed to prevent Intervening Plaintiffs from recovering all of the costs they have incurred in this action from Defendant under applicable federal statutes and the Federal Rules of Civil Procedure should they prevail in this matter.

12. RETENTION OF JURISDICTION BY COURT The Court will retain jurisdiction of this cause throughout the duration of this Decree for purposes of monitoring compliance with this Decree and entry of such further orders as may be necessary or appropriate.

October 23, 2006
Date

/s/Gordon J. Quist
Judge, United States District Court

Copies to:

Jo Ann Farnsworth, Senior Trial Attorney
Kenneth Bird, Senior Trial Attorney
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APPENDIX A

EMPLOYEE NOTICE

Posted Pursuant to an Agreement with the U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION Indianapolis District Office

NOTICE OF NON-DISCRIMINATION POLICY

Federal Law prohibits discrimination against any employee or job applicant because of the individual's sex, race, color, religion, national origin, disability or age.

Federal law also prohibits sexual and racial harassment in the workplace. Sexual and racial harassment in the workplace occurs when the employer allows its employees to be subjected to verbal or physical conduct of a sexual or racial nature and this conduct interferes with the employee's work or creates an intimidating or offensive work environment.

Should you have any complaints of discrimination, including sexual or racial harassment, you can contact the EEOC at the address and telephone number given below.

Date

Spectrum Health Worth Home Care, Inc.

Questions concerning this notice may be addressed to:

**Equal Employment Opportunity Commission
101 W. Ohio St., Suite 1900
Indianapolis, Indiana 46204-4203
Telephone: (317) 226-7212
EEOC 800 # 1-800-669-4000
TDD (317) 226-5162**