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FILED
CLERK, U.S. DISTRICT COURT
JUN - 9 2005
CENTRAL DISTRICT OF CALIFORNIA
BY [Signature] DEPUTY

10 Attorneys for Defendant
11 Lutheran Social Services

12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA

14 EQUAL EMPLOYMENT
15 OPPORTUNITY COMMISSION,

CASE NO.: SACV 04-1146 JVS (ANx)

16 Plaintiff,

~~PROPOSED~~ CONSENT DECREE

17 v.

18 LUTHERAN SOCIAL SERVICES
19 OF SOUTHERN CALIFORNIA,

20 Defendant.

21 LODGED
JUN - 6 2005 5-
CLERK, U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION AT SANTA ANA
BY [Signature] DEPUTY

22 I.

23 INTRODUCTION

24 Plaintiff U.S. Equal Employment Opportunity Commission (the "EEOC" or
25 "Commission") and Defendant Lutheran Social Services (hereafter "Defendant" or
26 "Lutheran") hereby stipulate and agree to entry of this Consent Decree to resolve
27 the Commission's complaint, filed under Title I of the Americans with Disabilities
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1 Disabilities Act of 1990 (“ADA”) and Title I of the Civil Rights Act of 1991 to
2 address alleged unlawful employment practices on the basis of disability and to
3 provide relief to Charging Party Matilde Navarro (“Navarro”) who alleges she
4 was adversely affected by such practices. Lutheran denies the charges by the
5 EEOC.

6 **II.**

7 **PURPOSES AND SCOPE OF THE CONSENT DECREE**

8 A. The parties to this Consent Decree (“Decree”) are the EEOC and Lutheran.
9 This Decree shall be binding on and enforceable against Lutheran and its officers,
10 directors, agents, successors and assigns.

11 B. The parties have entered into this Decree for the following purposes:

- 12 1. To provide monetary and injunctive relief;
- 13 2. To ensure that Defendant’s employment practices comport with
14 federal law;
- 15 3. To ensure training for Lutheran’s managers and employees with
16 respect to their obligations under the ADA;
- 17 4. To continue to ensure that no one is subject to retaliation;
- 18 5. To review and update Lutheran’s procedures for handling requests for
19 accommodation in the workplace; and
- 20 6. To avoid the time, expense, and uncertainty of further litigation.

21 This Decree resolves all claims the EEOC has brought or could have brought
22 against Lutheran arising out of this Complaint.

23 **III.**

24 **RELEASE OF CLAIMS**

25 A. This Decree fully and completely resolves all issues, claims and allegations
26 by the EEOC against Lutheran that are raised in the Complaint filed in this action
27 in the United States District Court, Central District of California on October 1,
28 2004, captioned U.S. Equal Employment Opportunity Commission v. Lutheran

1 Social Services of Southern California; Case No. SACV 04-1146 JVS (ANx) (the
2 “Complaint”). Additionally, concurrently with the payments made by Lutheran as
3 set forth herein, Ms. Navarro shall execute a general release of all claims in favor
4 of Lutheran and its agents/employees.

5 B. Nothing in this Decree shall be construed to preclude any party from
6 bringing suit to enforce this Decree in the event that any party hereto fails to
7 perform the promises and representations contained herein.

8 C. Nothing in this Decree shall be construed to limit or reduce Lutheran’s
9 obligation to comply fully with Title VII or any other federal employment statute.

10 D. This Decree in no way affects the EEOC’s right to bring, process, investigate
11 or litigate other charges that may be in existence or may later arise against Lutheran
12 in accordance with standard EEOC procedures.

13 E. The existence of this Consent Decree does not in any way constitute an
14 admission by Lutheran Social Services of any wrongdoing or liability for the
15 claims alleged, which claims are specifically denied by Lutheran Social Services.

16 IV.

17 JURISDICTION

18 A. The Court has jurisdiction over the parties and the subject matter of this
19 lawsuit. The Complaint asserts claims that, if proven, would authorize the Court to
20 grant the equitable relief set forth in this Decree.

21 B. The terms and provisions of this Decree are fair, reasonable and just.

22 C. This Decree conforms with the Federal Rules of Civil Procedure and Title
23 VII and is not in derogation of the rights or privileges of any person.

24 D. The Court shall retain jurisdiction of this action during the duration of the
25 Decree for the purposes of entering all orders, judgments and decrees that may be
26 necessary to implement the relief provided herein.

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V.

EFFECTIVE DATE AND DURATION OF DECREE

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3 A. The provisions and agreements contained herein are effective immediately
4 upon the date which this Decree is entered by the Court (“the Effective Date”).

5 B. Except as otherwise provided herein, this Decree shall remain in effect for
6 three (3) years after the Effective Date. However, within 30 days after Lutheran’s
7 last report is submitted to the EEOC, as required under section X.2 herein, the
8 EEOC shall consider terminating the consent decree and such approval for
9 terminating this decree shall not be unreasonably withheld.

10 C. Upon the expiration of the Decree, the case will be dismissed with prejudice
11 unless the Court dismisses the case sua sponte. This subsection shall not apply if at
12 the time of expiration of the Decree, that there is a pending motion to ensure
13 further compliance before the Court, requiring continued jurisdiction.

14 VI.

MODIFICATION AND SEVERABILITY

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16 A. This Decree constitutes the complete understanding of the parties with
17 respect to the matters contained herein. No waiver, modification or amendment of
18 any provision of this Decree will be effective unless made in writing and signed by
19 an authorized representative of each of the parties.

20 B. If one or more provisions of the Decree are rendered unlawful or
21 unenforceable, the parties shall make good faith efforts to agree upon appropriate
22 amendments to this Decree in order to effectuate the purposes of the Decree. In
23 any event, the remaining provisions will remain in full force and effect unless the
24 purposes of the Decree cannot, despite the parties’ best efforts, be achieved.

25 C. By mutual agreement of the parties, this Decree may be amended or modified
26 in the interests of justice and fairness in order to effectuate the provisions of this
27 Decree.

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VII.

COMPLIANCE AND DISPUTE RESOLUTION

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3 A. The parties expressly agree that if the Commission has reason to believe that
4 Lutheran has failed to comply with any provision of this Consent Decree, the
5 Commission may bring an action before this Court to enforce the Decree. Prior to
6 initiating such action, the Commission will notify Lutheran and its legal counsel of
7 record, in writing, of the nature of the dispute. This notice shall specify the
8 particular provision(s) that the Commission believes Lutheran has breached.
9 Absent a showing by either party that the delay will cause irreparable harm,
10 Lutheran shall have forty five (45) days to attempt to resolve or cure the breach,
11 however the parties can agree to extend this period upon mutual consent.

12 B. The parties agree to cooperate with each other and use their best efforts to
13 resolve any dispute referenced in the EEOC notice.

14 C. After forty five (45) days have passed with no resolution or agreement to
15 extend the time further, the Commission may petition this Court for resolution of
16 the dispute, seeking all available relief, including an extension of the term of the
17 Decree for such period of time as Lutheran is shown to be in breach of the Decree
18 and the Commission's costs and attorneys' fees incurred in securing compliance
19 with the Decree.

VIII.

MONETARY RELIEF

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22 In settlement of this lawsuit, Lutheran shall pay a total of \$80,800.00 to
23 resolve this action. Of the \$80,800.00 total settlement, \$5,200.00 shall be
24 designated as back pay and the remainder as compensatory damages. Lutheran
25 shall forward, via certified mail, a check to the Charging Party within ten (10)
26 calendar days of the effective date of this Consent Decree, in the amount of
27 \$20,200.00. Thereafter, Lutheran shall make monthly payments to Navarro in the
28 amount of \$2,811.00 for 18 months, beginning 30 days after the initial payment is

1 made. Additionally, six months after the initial payment, Lutheran will make an
2 additional lump sum payment of \$10,002.00. No interest charges shall accrue on
3 any of the above periodic payments. To the extent any withholdings are made,
4 FICA and federal and state withholding taxes shall be deducted from the amount
5 that is designated as back pay only from the second lump sum installment.
6 Lutheran shall pay the employer's share of FUTA and FICA on the back pay
7 amount from the second lump sum installment and shall not deduct it from the
8 settlement amount. The remainder of the settlement amount shall be to compensate
9 Ms. Navarro for her compensatory damages and, as such, no withholding will be
10 made for the amount designated as compensatory damages. Lutheran shall prepare
11 and distribute 1099 tax reporting forms to the Charging Party and shall make
12 appropriate reports to the Internal Revenue Service and other tax authorities for the
13 amount designated as compensatory damages. Within three (3) business days of
14 the issuance of each and every settlement check, Lutheran shall submit a copy of
15 each check and related correspondence to the Regional Attorney, Anna Y. Park,
16 U.S. Equal Employment Opportunity Commission, 255 East Temple Street, 4th
17 Floor, Los Angeles, CA. 90012.

18 IX.

19 GENERAL INJUNCTIVE RELIEF

20 A. Non-Discrimination

21 1. Disability Discrimination

22 Lutheran, its officers, agents, employees, successors, assigns and all persons
23 in active concert or participation with it are enjoined for the duration of the Decree
24 from discriminating against any individual because of his or her disability or failing
25 to reasonably accommodate an individual with a disability.

26 2. Retaliation

27 Lutheran, its officers, agents, management (including all supervisory
28 employees), successors, assigns, and all those in active concert or participation

1 with them, or any of them, hereby agree not to engage in, implement or permit any
2 action, policy or practice with the purpose of retaliating against any current or
3 former employee or applicant of Lutheran, or either of them, because he or she has
4 in the past, or during the term of this Decree: (a) opposed any practice made
5 unlawful under the ADA; (b) filed a charge of discrimination alleging such
6 practice; (c) testified or participated in any manner in any investigation (including
7 without limitation, any internal investigation undertaken by Lutheran), or
8 proceeding in connection with this case and/or relating to any claim of an ADA
9 violation; (d) was identified as a possible witness or claimant in this action; (e)
10 asserted any rights under this Decree; or (f) sought and/or received any relief in
11 accordance with this Decree.

12 B. Equal Employment Opportunity Consultant

13 Within thirty days after the Effective Date, Lutheran shall retain an outside
14 Equal Employment Opportunity Consultant ("Consultant") with demonstrated
15 experience in the area of employment discrimination and ADA accommodation
16 issues, to implement and monitor Lutheran's compliance with the ADA and the
17 provisions of this Decree. The Consultant shall be subject to the Commission's
18 approval, which shall not be unreasonably withheld. If the Commission does not
19 approve Lutheran's proposed Consultant, the Commission shall provide Lutheran
20 with a list of at least three suggested candidates acceptable to the Commission.
21 Lutheran shall bear all costs associated with the selection and retention of the
22 Consultant and the performance of his/her/its duties. The Consultant's
23 responsibilities shall include:

24 1. Ensuring that the defendant has developed an anti-discrimination
25 policy addressing ADA issues, including but not limited to a prohibition against
26 discrimination on the basis of disability, a prohibition against retaliation for
27 engaging in activities protected under the ADA, and a description of the

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1 employer's obligation to reasonably accommodate persons covered under the
2 ADA;

3 2. Ensuring that Lutheran's procedures to handle complaints of
4 discrimination, harassment and retaliation, on the basis of actual or perceived
5 disability, comply with its obligations under this Decree;

6 3. Ensuring that Lutheran has developed a reasonable accommodation
7 procedure whereby the need for reasonable accommodation is identified, potential
8 reasonable accommodations are explored, and appropriate reasonable
9 accommodations are selected, which procedure shall require that all issues of
10 reasonable accommodation be referred to the EEO Consultant for his/her direct
11 attention and resolution; ensuring that Lutheran's anti-discrimination policy and
12 reporting procedure effectively carries out its obligations under this Decree;

13 4. Ensuring that managerial, human resources, and staff/hourly
14 employees are trained on their rights and responsibilities under the ADA, including
15 but not limited to issues of accommodation;

16 5. Ensuring that all employees are trained on policies and procedures
17 relating to the ADA and retaliation;

18 6. Monitoring all accommodation requests to ensure compliance with the
19 ADA;

20 7. Ensuring that Lutheran properly communicates with complainants
21 regarding the complaint procedure, status of the complaint/investigation, results of
22 the investigation, and any remedial action taken;

23 8. Ensuring that Lutheran's reports required by this Decree are accurately
24 compiled and timely submitted;

25 9. Ensuring that Lutheran's disciplinary policies hold employees and
26 managers accountable for failing to take appropriate action and/or for engaging in
27 conduct prohibited under this Decree;

28 10. Further ensuring compliance with the terms of this Decree.

1 The Consultant shall ensure compliance for the foregoing provisions for the
2 term of the Decree.

3 D. Revision of Policies Concerning Disability Discrimination and Harassment

4 Lutheran shall review, and if necessary to comply with this consent decree, revise
5 its policy on *disability discrimination and harassment*, and provide a copy to the
6 Commission within twenty-one (21) days after the Effective Date. The policy shall
7 include:

- 8 1. A clear explanation of prohibited conduct;
- 9 2. Assurance that employees who make complaints of disability
10 *harassment/discrimination or provide information related to such complaints will*
11 *be protected against retaliation;*
- 12 3. A clearly described complaint process that provides accessible and
13 confidential avenues of complaint with contact information including name (if
14 applicable), address, and telephone number of persons both internal (i.e. human
15 resources) and external to Lutheran (i.e. Commission and outside Consultant
16 available to handle complaints concerning high level company officials of
17 Defendants' corporate hierarchy) to whom employees may report disability
18 discrimination and retaliation, including a written statement that the employee may
19 report the discriminatory behavior to designated persons outside their chain of
20 management;
- 21 4. Assurance that the employer will protect the confidentiality of
22 *discrimination complaints or accommodation requests to the extent possible;*
- 23 5. A complaint process that provides a prompt, thorough, and impartial
24 investigation;
- 25 6. A procedure for communicating with the complainant in writing
26 regarding the status of the complaint/investigation, results of the investigation, and
27 any remedial action taken; and

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1 7. Assurance that Lutheran will take immediate and appropriate
2 corrective action when it determines that harassment/discrimination and/or
3 retaliation has occurred.

4 EEOC shall comment on the policy within forty-five (45) days of receipt.
5 Should the policy not require any revision, Lutheran shall confirm distribution of
6 the policy no later than ten (10) days after the forty-five (45) day period. The
7 policy shall be distributed in English and Spanish to all of Lutheran's employees,
8 including management/supervisory staff, and shall be included in any relevant
9 policy or employee manuals distributed to employees by Lutheran. Lutheran shall
10 collect acknowledgments from each employee employed primarily in any of
11 Lutheran's locations who receives the revised policy, in either English or Spanish
12 depending on the language preference of each employee. Throughout the term of
13 this Decree, Lutheran shall also post the policy, in English and Spanish, in a place
14 that is conspicuous and accessible to all employees in a legible font that is a
15 minimum of 15 points in size.

16 E. Training

17 After the requirements under Section IX (D) are fulfilled, Lutheran shall
18 within sixty (60) days thereafter, provide training to all of Lutheran's Orange
19 County managerial/supervisory and human resources employees who shall be
20 required to attend a training program of at least two (2) hours. The training shall be
21 mandatory and occur once every year for the term of this Decree. Any Orange
22 County managers/supervisors who failed to attend the training shall be trained
23 within (30) days of the live training set forth above. The training for Human
24 Resources employees shall encompass a separate component on their
25 responsibilities under the ADA, including the role of the Human Resources
26 department in identifying accommodation responsibilities under the ADA. All
27 other managerial/supervisory employees outside of Orange County can attend
28 training by video in lieu of live training as set forth above.

1 Within ten (10) days after the training of managers/supervisors and human
2 resources employees are trained, Lutheran's staff and non-managerial employees
3 shall be given at least one live training on Lutheran's ADA policy and complaint
4 procedures. The training on ADA policies and procedures can be part of any other
5 regularly occurring meeting held by Lutheran. The training shall occur annually
6 during the term of the Decree.

7 At a minimum, the disability non-discrimination training programs shall
8 include the following:

- 9 a. Instruction on the requirements of all applicable equal employment
10 opportunity ("EEO") laws including, but not limited to the ADA including
11 accommodation responsibilities;
- 12 b. A review of defendant's disability non-discrimination, non-retaliation
13 and reasonable accommodation policies and of the specific requirements of
14 this Decree; and
- 15 c. Training of management and human resources personnel in dealing
16 with disability discrimination complaints and reasonable accommodation
17 requests.

18 The training of managerial employees shall additionally include training on
19 how to recognize and prevent disability discrimination and/or retaliation, how to
20 recognize requests for accommodation under the ADA, how to engage in the
21 interactive process, and how to go about accommodating individuals with a
22 disability.

23 For the remainder of the term of this Decree, all new managerial,
24 supervisory, and human resource Orange County employees and all employees
25 recently promoted from a staff/hourly to a managerial position shall receive
26 training, as appropriate, within thirty (30) days of hire or promotion.

27 After the initial training as specified above, all OC employees shall receive
28 the training at least annually thereafter for the remainder of the term of this Decree.

1 All employees required to attend such training shall verify their annual
2 attendance in writing.

3 Within thirty (30) days after the requirements under Section IX (D) are
4 fulfilled, Lutheran shall submit to the EEOC a description of the training to be
5 provided and an outline of the curriculum developed for the trainees. Lutheran
6 shall give the EEOC a minimum of five (5) business days' advance written notice
7 of the date, time and location of each training program provided pursuant to this
8 Decree, and agrees that an EEOC representative may attend the training program.
9 Where practicable, the EEOC shall inform Lutheran prior to attending the training.

10 F. Performance Evaluations

11 Lutheran shall take reasonable measures to hold its managers and
12 supervisors accountable for complying with Lutheran's anti-discrimination and
13 anti-retaliation policies and procedures.

14 G. Complaint Procedure

15 Within sixty (60) days of the Effective Date, defendant shall review its
16 internal complaint response procedure, and if necessary, revise or develop an
17 internal complaint procedure to provide for the filing, investigation and, if
18 appropriate, remedying of complaints of disability discrimination or retaliation.
19 Lutheran's complaint procedure, and the identification of persons to whom
20 complaints of disability discrimination shall be made, will be part of the training
21 conducted by Lutheran.

22 Lutheran shall:

- 23 1. Publicize the complaint procedure;
- 24 2. Track and collect all complaints filed thereunder;
- 25 3. Investigate and resolve such complaints in a timely and effective
26 manner; and
- 27 4. Retain records regarding resolution of all such complaints.

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- 1 H. The internal complaint procedure shall incorporate the following elements:
- 2 1. A policy describing how investigations will be conducted;
 - 3 2. A prompt commencement and thorough investigation by a person
4 trained to conduct such investigations who is not connected with the complaint;
 - 5 3. A statement that an investigation should include interviews of all
6 relevant witnesses, including the complainant, and reviews of all relevant
7 documents;
 - 8 4. A written record of all investigatory steps, and any findings and
9 conclusions, and any actions taken;
 - 10 5. Provision for the reasonably prompt resolution of such complaints;
 - 11 6. An opportunity for the complainant to review and respond to tentative
12 findings, except in those circumstances in which it is necessary to take immediate
13 action;
 - 14 7. Confidentiality of the complaint and investigation to the extent
15 possible;
 - 16 8. Appropriate communication of the final conclusions of the
17 investigation provided to the complainant;
 - 18 9. An appeal procedure to an appropriate Defendant representative,
19 should the complainant be dissatisfied with the results of the investigation; and
 - 20 10. A notice that employees or applicants complaining of disability
21 discrimination may use the company's internal complaint procedure and/or may file
22 charges with the EEOC or state or local Fair Employment Practice (FEP) agencies.
23 The notice shall also state that filing an internal complaint does not relieve the
24 complainant of meeting any applicable deadline for the filing of a charge or
25 complaint with EEOC or state or local FEP agencies.
- 26 I. Defendant may encourage resolution of internal complaints at a local level
27 prior to investigation, but not require such informal resolution. A complainant
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1 shall not be required to first report the complaint to a person who is accused of the
2 inappropriate conduct to invoke the Internal Complaint Procedure.

3 J. The Internal Complaint Procedure will permit, but not require, an employee
4 to initiate the complaint process by submitting a written complaint on a form
5 designed for the purpose.

6 K. Defendant will maintain a policy of nondiscrimination and equal treatment,
7 including a policy of zero tolerance for unlawful discrimination, in all of its
8 employment practices.

9 L. The Internal Complaint Procedure is not intended to supplant the right of any
10 employee to file a charge or complaint of discrimination or retaliation under any
11 available municipal, state, or federal law.

12 M. Defendant shall publish with the Internal Complaint Procedure the following
13 elements that will be included in the procedure:

14 1. A statement that it is unacceptable to retaliate against any associate for
15 use of the Internal Complaint Procedure, for assisting in the investigation of a
16 complaint, or for otherwise assisting in the utilization of the procedure.

17 2. A statement that if an allegation of discrimination or retaliation against
18 a manager or other associate is substantiated, then such conduct will result in
19 appropriate discipline, up to and including discharge.

20 **X.**

21 **RECORD KEEPING AND REPORTING**

22 A. **Reporting and Record Keeping**

23 1. Document Preservation

24 For the duration of the Decree, defendant agrees to maintain such records as
25 are necessary to demonstrate their compliance with this Decree, including but not
26 limited to the documents specifically identified below, and to verify that the reports
27 submitted are accurate.

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1 2. Reports

2 Initial Reporting: Within one-hundred twenty (120) days of the Effective
3 Date of this Decree, defendant shall provide the EEOC with the following:

- 4 a. Its anti-disability discrimination, non-retaliation and reasonable
5 accommodation policy;
- 6 b. Proposed disability discrimination training programs for all of
7 its employees, including the identities of the persons and/or
8 organizations proposed to conduct the training; and
- 9 c. Procedure for tracking complaints of disability discrimination,
10 identifying the need for reasonable accommodation and
11 processes by which potential accommodations are considered;

12 Subsequent Reports: On an annual basis for term of the Decree, defendant
13 shall provide the EEOC with a report of the foregoing. The closing period for the
14 first report shall be six (6) months after the Initial Report identified above. The
15 report shall set forth the following:

- 16 a. All complaints of disability discrimination tracked by date, the
17 identity of the person who handled the complaint, and resolution
18 of the complaint. This includes requests for accommodation;
- 19 b. All considerations regarding reasonable accommodation,
20 whether initiated by request of the employee or at the instigation
21 of the employer, tracked by date that the need for
22 accommodation first came to Lutheran's attention, the identity
23 of the person(s) who explored potential accommodations, all
24 accommodations suggested by the employee, all
25 accommodations considered by Lutheran, reasons any potential
26 accommodation was rejected, and accommodation adopted, if
27 any, and the dates of each interaction set forth above;

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- 1 c. Training conducted or attended by the defendant on anti-
- 2 discrimination laws and requirements under the ADA;
- 3 d. Change in designation of the EEO consultant, if any;
- 4 e. All documents generated in connection with any complaint,
- 5 investigation into, or resolution of every complaint of
- 6 *discrimination or retaliation for the duration of the Decree and*
- 7 *the identities of the parties involved;*
- 8 f. documents verifying the occurrence of all training sessions and
- 9 names and positions of all attendees for each session as required
- 10 under this Decree;
- 11 g. documents tracking and analyzing complaints filed against the
- 12 same employee and location;
- 13 h. an analysis of the monitoring done for repeat complaints by
- 14 employees and by location; and
- 15 i. a description detailing any changes of the procedures or record-
- 16 keeping methods for centralized tracking of discrimination
- 17 complaints and the monitoring of such complaints within thirty
- 18 (30) days before implementing such changes.

19 **XI.**

20 **COSTS OF ADMINISTRATION AND IMPLEMENTATION**
21 **OF CONSENT DECREE**

22 Lutheran shall bear all costs associated with its administration and
23 implementation of its obligations under this Consent Decree.

24 **XII.**

25 **COSTS AND ATTORNEYS' FEES**

26 Each party shall bear its own costs of suit and attorneys' fees.

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XIII.

MISCELLANEOUS PROVISIONS

A. During the term of this Consent Decree, Lutheran shall provide any potential successor-in-interest with a copy of this Consent Decree within a reasonable time of not less than thirty (30) days prior to the execution of any agreement for acquisition or assumption of control of any or all of Lutheran's facilities, or any other material change in corporate structure, and shall simultaneously inform the EEOC of same.

B. During the term of this Consent Decree, Lutheran and its successors shall assure that each of its officers, managers and supervisors is aware of any term(s) of this Decree which may be related to his/her job duties.

C. Unless otherwise stated, all notices, reports and correspondence required under this Decree shall be delivered to the attention of the Regional Attorney, Anna Y. Park, U.S. Equal Employment Opportunity Commission, Los Angeles District Office, 255 E. Temple St., 4th Fl., Los Angeles, CA. 90012.

D. The parties agree to entry of this Decree subject to final approval by the Court.


[PROPOSED] ORDER

GOOD CAUSE APPEARING:

The Court hereby retains jurisdiction and the provisions of the foregoing Consent Decree are hereby approved and compliance with all provisions thereof is fair and adequate.


IT IS SO ORDERED.

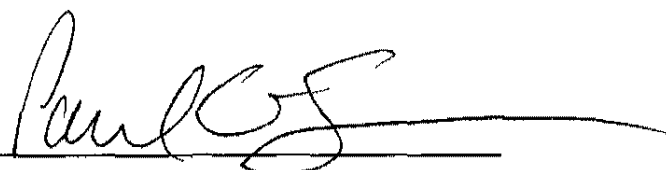
Date: 6.7.05


The Honorable James V. Selna
United States District Court Judge

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EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

Date: June 3, 2005 By: 
Anna Y. Park
Cherry-Marie D. Rojas
Connie Liem
Attorneys for Plaintiff

Date: June 3, 2005 By: 
Attorneys for Defendant
Lutheran Social Services of
Southern California