

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
MONROE DIVISION

U. S. EQUAL EMPLOYMENT *
OPPORTUNITY COMMISSION, *
PLAINTIFF *
AND *
KIMBERLY KENNEDY, *
INTERVENOR *
V. *
ALPHA CARE HOME HEALTH, INC. *
DEFENDANT *

CIVIL ACTION NO. 98-0218

JUDGE JAMES
MAGISTRATE JUDGE HAYES

SETTLEMENT AGREEMENT

On February 2, 1998, the Equal Employment Opportunity Commission ("the Commission") instituted Civil Action Number 98-0218 in the United States District Court for the Western District of Louisiana, charging Defendant Alpha Care Home Health, Inc. ("Alpha Care") with violations of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Sections 2000e, et seq. ("Title VII"), alleging that Defendant employer engaged in unlawful employment practices when it created an atmosphere in the workplace which was sexually hostile towards Kimberly Kennedy and deprived her of equal employment opportunities and otherwise adversely affected her status as an employee because of her sex.

The Commission and Alpha Care now wish to resolve all claims and controversies encompassed by this lawsuit without the burden, expense or delay of further litigation, by means of this Settlement Agreement.

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Therefore, it is **HEREBY AGREED BETWEEN THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION AND ALPHA CARE HOME HEALTH, INC.** that:

1. This Court has jurisdiction over the subject matter of this lawsuit and over the parties to this lawsuit.
2. The purposes of Title VII will be furthered by the entry of this Settlement Agreement, the terms of which constitute a fair and equitable settlement.
3. The negotiation and execution of this Agreement will resolve any and all claims of Title VII violations brought by the Commission against Defendant, arising out of EEOC Charge Number 270-94-0073, and Civil Action Number 98-0218.
4. Neither the negotiation nor execution of this Agreement shall constitute an acknowledgment or admission of any kind by Defendant, that its officers, agents or employees have violated or have not been in compliance with Title VII or any other applicable law, regulation or order.
5. This Settlement Agreement relates only to the alleged violations raised in EEOC Charge Number 270-94-0073 and Civil Action Number 98-0218 filed by the Commission in the United States District Court for the Western District of Louisiana, February 2, 1998.
6. Defendant, its, owners, officers, agents, employees and successors or assigns shall not maintain or permit discrimination in the workplace based upon sex, against any person in their employ as complained of in EEOC Charge Number 270-94-0073 and Civil Action Number 98-0218.

7. In exchange for this Agreement and an agreement that was negotiated separately with Kimberly Kennedy and her attorney, Defendant agrees to pay Kimberly Kennedy \$15,000.00 (Fifteen Thousand Dollars) as compensatory damages in full settlement of this matter.

8. Defendant shall post conspicuously at its facility, within ten (10) days of the entry of this Settlement Agreement, a copy of a notice detailing Title VII prohibitions against sex discrimination and stating that employees who believe that they have been subjected to sex discrimination by a member of management, owner or a co-employee are encouraged to contact the Equal Employment Opportunity Commission to seek information or to file a charge of discrimination. The actual notice is attached hereto as attachment "A". The notice will be posted for a period of one year. Thereafter, copies of the poster entitled, "Equal Employment Opportunity is the Law" (GPO 920-752) will be permanently posted in place of the notices.

9. Defendant, shall provide the Commission, within thirty (30) days of the execution of this Settlement Agreement, with a copy of a current policy against sex discrimination and sexual harassment in the workplace and certify to the EEOC that a copy of this policy has been distributed to each of its employees and owners.

10. Defendant, shall provide training on sex discrimination and sexual harassment to all of its employees, and owners, specifically to include Russell M. Starns, to be conducted within a year of the execution of this Settlement Agreement. This request can be fulfilled by Russell M. Starns and/or an authorized representative of Defendant, preferably a management official, attending an Equal Employment Opportunity Commission's Technical Assistance Program Training to be held prior to the expiration of this Settlement Agreement. That authorized representative will then provide the information received by attending the Technical Assistance

Program to the employees and owners of Defendant. Defendant shall certify to the EEOC that all employees and owners have received sex discrimination and sexual harassment training in this manner after the authorized representative has completed briefing all employees and owners.

11. Defendant, shall comply with the prohibition against retaliation provisions under Section 704(a) of Title VII of the Civil Rights Act of 1964, as amended, and all other provisions of this Act. Defendant specifically shall not retaliate against any present or former employee who was a party to or a witness in the Commission's lawsuit, Civil Action Number 98-0218, or in the Commission's Administrative proceeding for Charge Number 270-94-0073, including, but not limited to, providing adverse job references to prospective employers, employment agencies or credit reporting agencies or by taking any adverse employment action with respect to such individual affecting his or her pay, benefits, rights, or status as an employee or former employee of Alpha Care.

12. In the event that Defendant fails to perform its obligations herein, Plaintiff EEOC is empowered to enforce this Settlement Agreement through the applicable judicial enforcement procedures and to seek sanctions which may be due as a result of the need to enforce this Agreement.

13. Should any provision of this Settlement Agreement be declared or be determined by any Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Settlement Agreement.

14. This Settlement Agreement sets forth the entire agreement between the Commission and Defendant, and fully supersedes any and all prior agreements or understandings between the Commission and Defendant, pertaining to the subject matter herein.

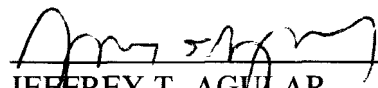
15. The Commission and the Defendant will each bear their own attorney's fees and costs incurred in connection with the litigation of this case.

16. The Court shall retain jurisdiction of this action for purposes of enforcing this Settlement Agreement, if necessary.

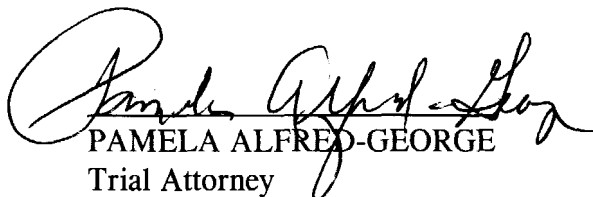
ATTORNEYS FOR PLAINTIFF:

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Regional Attorney




JEFFREY T. AGULAR
Supervisory Trial Attorney
Louisiana Bar Roll No.2355



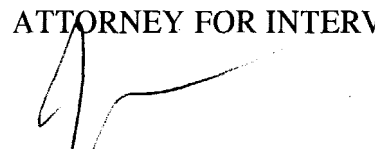
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EMPLOYEE NOTICE

Posted Pursuant to an Agreement Resolving a Charge
of Employment Discrimination Filed with the
U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
New Orleans District Office

This Notice is being posted as part of the remedy agreed to pursuant to a Settlement Agreement between Alpha Care Home Health, Inc. and the EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC).

Federal law requires that there be no discrimination against any employee or applicant for employment because of the individual's race, color, religion, sex, national origin, disability or age (40 and over) with respect to hiring, promotion, firing, compensation, or other terms, conditions or privileges of employment.

Alpha Care Home Health, Inc. supports and will comply with such Federal law in all respects and will not take any action against employees because they have exercised their rights under the law.

Specifically, Alpha Care Home Health, Inc. will not retaliate against employees because they have exercised their rights under the law.

Alpha Care Home Health, Inc. has adopted an equal employment opportunity policy and will ensure that all supervisory employees and other employees involved in the employee selection process abide by the requirements of that policy and that employees will not be discriminated against on the basis of their sex or subjected to any conduct in violation of Title VII.

Signed this _____ day of _____, 1999

For: Alpha Care Home Health, Inc.

Questions concerning this notice may be addressed to:
Equal Employment Opportunity Commission
701 Loyola Avenue
New Orleans, LA 70113