

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

PLAINTIFF

VS.

CIVIL ACTION NO. 1:02CV663BRR

OCCU-HEALTH, INC.

DEFENDANT

MODIFIED CONSENT DECREE

This cause comes before the Court on the Complaint filed by the U. S. Equal Employment Opportunity Commission (EEOC), Plaintiff, alleging that Occu-Health, Inc. (Occu-Health), Defendant, is in violation of that Consent Decree entered by this Court on October 6, 2004. The Court's previous Consent Decree resolved the EEOC claim that Occu-Health had violated the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §621 et seq. (ADEA), by discriminating against Beverly Creel. Specifically, EEOC's lawsuit alleged that Occu-Health, Inc. discriminated against Beverly Creel by refusing to hire Ms. Creel into a position of a full-time nurse because of her age. In its answer, Occu-Health, Inc. expressly denied all claims and allegations asserted in the Complaint.

The EEOC and Occu-Health have conferred regarding the Complaint which now seeks to hold Occu-Health in contempt and have proposed a resolution of this matter to the Court. Because Occu-Health, Inc. was unable to comply with the terms of that Consent Decree, Occu-Health, Inc. and the EEOC now request that the Court retain jurisdiction of this matter for a term of twenty-four (24) months from the date of the

Order Modifying the Consent Decree]. The parties acknowledge that the court will expressly retain jurisdiction for the purpose of ensuring compliance with this Decree and entry of such further orders as may be necessary to effectuate the purposes of this Decree. If no proceedings are pending at the end of this period, this Decree will expire without further action by the parties or the Court. It is expressly agreed by the parties that the Court shall retain jurisdiction to enforce this Decree. *Kokkonen v. Guardian Life Insurance Co. of America*, 551 U.S. 375 (1994).

Occu-Health acknowledges that it has wholly failed to pay to Beverly Creel the sum of Thirty Thousand Dollars (\$30,000.00) ordered in the Consent Decree as payment and that such failure has been the result of internal financial difficulties. The parties have now agreed upon a new schedule for payment and a provision for employee training as set forth in this Modified Consent Decree, as follows:

(a) Occu-Health, Inc. will make an initial payment by check in the amount of \$1,500.00, made payable to Mrs. Beverly Creel, and sent by certified mail directly to Mrs. Beverly Creel, 529 North Main Street, Picayune, MS 39466, within (5) days after notification to Occu-Health, Inc., of the entry of this Order Modifying Consent Decree. Occu-Health will send a copy of the initial payment to Debra Hawes Crook, Senior Trial Attorney, U.S. Equal Employment Opportunity Commission, Ridge Park Place, 1130-22nd Street South, Suite 2000, Birmingham, AL 35205 and

(b) Occu-Health, Inc. will send monthly payments by check, made payable to Mrs. Beverly Creel, 529 North Main Street, Picayune, MS 39466, in the amount of \$1,500.00 each month, for a period of 20 months and until the sum of \$30,000.00 has been paid to Mrs. Beverly Creel. Each payment is to be sent by certified mail directly to Mrs. Beverly Creel not later than the 15th day of each month by Occu-Health, Inc. Occu-Health will send a copy of each monthly check

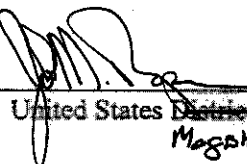
to Debra Hawes Crook, Senior Trial Attorney, U.S. Equal Employment Opportunity Commission, Ridge Park Place, 1130-22nd Street South, Suite 2000, Birmingham, AL 35205.

(e) Occu-Health agrees that in the event it is awarded any prime contracts for the management of medical facilities by any executive agency of the United States within twelve (12) months of the entry of this Modified Consent Decree, Occu-Health, Inc. will provide two (2) hours of training on the subject of age discrimination in employment laws for all employees at each clinic/facility that it manages pursuant to said contract, provided that the EEOC furnishes training materials for Occu-Health, Inc. to use within thirty (30) days of Occu-Health, Inc.'s written request for such materials. The Commission shall also have the right to attend any such training sessions. Occu-Health, Inc. shall certify to the EEOC that the foregoing training has been completed within thirty (30) days of such actions.

The Court expressly finds that the Agreement of the parties is reasonable and does find and order the following:

- A. The obligations of Occu-Health, Inc. to make payment of the settlement amount and to provide employee training are modified as set forth herein;
- B. Each party shall bear their own attorney's fees and costs.
- C. The documents appended to the EEOC Complaint as cumulative Exhibit B are hereby placed under seal and shall not be available to the public.

ORDERED AND ADJUDGED this 11th day of Oct, 2006.





United States District Judge
Magistrate

Respectfully submitted,

COUNSEL FOR PLAINTIFF


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