

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

EQUAL EMPLOYMENT)	
OPPORTUNITY COMMISSION,)	Civil Action Number:
)	3:05CV52HTW-JCS
Plaintiff,)	
)	
vs.)	
)	
RENAL CARE GROUP, INC.,)	
)	
Defendant.)	
)	

CONSENT DECREE

The Equal Employment Opportunity Commission (“EEOC” or “Commission”) filed this action against Renal Care Group, Inc. (“RCG” or “Defendant”) on January 14, 2005, in this Court, to enforce Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e et seq. (“Title VII”) and the Civil Rights Act of 1991, 42 U.S.C. §1981a. In the Complaint, the Commission alleged that RCG discriminated and retaliated against Vanessa Gray (“Gray”) on the basis of her race and for opposing race discrimination, in violation of Title VII. RCG denies all allegations of unlawful or wrongful conduct raised in the Complaint, and nothing stated in this Decree constitutes an admission of liability or wrongdoing on the part of RCG.

The Parties do not object to the jurisdiction of the Court over this action and waive their rights to a hearing and the entry of findings of fact and conclusions of law. Venue is appropriate in the Southern District of Mississippi (Jackson Division). The Parties agree that this Consent Decree is fair, reasonable, and does not violate the law or public policy. The rights of Gray, RCG, and the Commission are protected adequately by this Decree.

In the interest of resolving this matter and avoiding the expense of further litigation, and as a result of having engaged in comprehensive settlement negotiations, the Commission and RCG have agreed that this action should be finally resolved by entry of this Consent Decree.

IT IS ORDERED, ADJUDGED AND DECREED:

1. This Decree resolves all claims arising out of the issues between the Commission and Defendant RCG in this lawsuit including, without limitation, back pay, front pay, compensatory and punitive damages, injunctive relief, costs, and attorney fees. This Decree is limited in its scope to matters covered explicitly herein and in particular only the RCG facilities in the State of Mississippi. This Decree expires when RCG has provided the relief and taken the action provided for herein or as provided under Paragraph 12 of this Decree, whichever is later.

2. RCG has represented that its employment practices comply with Federal anti-discrimination law. Defendant and its officers, agents, employees, successors, and assigns, both at the time that this Decree becomes effective and for the duration of this Decree, agree to continue to comply with Federal law and acknowledge that it is unlawful to (a) discriminate against any employee on the basis of race (b) retaliate against any employee because he or she (i) opposes or opposed discriminatory practices made unlawful by Title VII; (ii) files or filed a charge of discrimination or assists, assisted, participates or participated in the filing of a charge of discrimination; or (iii) assists, assisted, participates or participated in an investigation or proceeding brought under the federal or state laws prohibiting discrimination or retaliation; and (d) alter the terms and conditions of any employee's employment because of race discrimination to the extent prohibited by Federal law.

3. Although RCG voluntarily, in good faith, agrees to the terms outlined in this Consent Decree, nothing herein is an admission of liability of any wrongful or illegal conduct. In fact, RCG expressly denies such conduct and/or liability.

RELIEF

4. RCG has entered into a separate settlement agreement with Gray. EEOC is not a party to that Agreement. However, RCG has represented that Gray received compensation for back wages and also received compensatory damages in the amount of \$21,000.

5. RCG has represented that it has adopted employment practices and policies at its Jackson, Mississippi facility that ensure a work environment free from race discrimination. Defendant represents that it will continue to carry out its policies and practices and training at its Jackson, Mississippi, facility that continue to help assure a work environment free from race-based discrimination, and retaliation for its employees; that allow employees to raise concerns or complaints without retaliation about matters, whether alleged, perceived or actual, made unlawful by Title VII; and that provide procedures for employees to report incidents of race-based discrimination and retaliation.

6. Defendant has represented that its current written policies include and will continue to include at a minimum:

a. A clear and strong commitment to a workplace free of race-based discrimination and retaliation;

b. A clear and strong message of encouragement to persons who believe they have been discriminated against to come forward;

c. A description of the consequences, up to and including termination, that will be imposed upon violators of the policy;

- d. An assurance of non-retaliation for persons who believe they have been discriminated against and for witnesses;
- e. That discrimination on the basis of race by anyone, including management officials, supervisors, vendors, suppliers, third parties, and customers is prohibited and will not be tolerated;
- f. Assurances that Defendant will investigate allegations of race-based discrimination and retaliation promptly, fairly, reasonably, effectively, and as confidentially as appropriate under the circumstances, by appropriate investigators, and take appropriate corrective action and follow-up to eradicate the discrimination; and
- g. That information will be provided to each employee regarding the employee's right to file a charge of discrimination with the EEOC, including contact telephone numbers, TDY/TDD and addresses for the EEOC, such as that included in the EEOC "5 in 1" poster, currently already posted in RCG's Jackson, Mississippi, facilities..

7. RCG shall conduct two (2) trainings pursuant to this Decree and shall require all employees of its Jackson, Mississippi facility to attend each. The first training shall be held on or before June 20, 2007 and the second training shall be held between June and September in 2008. Each training shall explain (1) what constitutes race-based discrimination and retaliation; (2) that Title VII prohibits this misconduct; (3) how to prevent this misconduct; and (4) to whom employees may complain if they feel they have been subjected to this misconduct. This training will also include an explanation of RCG's policies regarding race-based discrimination and retaliation; the importance of maintaining an environment free from race discrimination and retaliation; and the discipline that may be taken against other employees and the managers or supervisors who are found to have allowed the discrimination or retaliation to occur.

a. Each training session shall be at least four (4) hours in length, plus an additional thirty (30) minutes for questions and answers. Defendant's Jackson, Mississippi, managers and all managers who may investigate employee complaints at Defendant's Mississippi facilities shall attend the annual training session. The referenced employees who are unable to attend the annual training session may watch a videotape of it.

b. At each training, employees shall sign a registry when they attend the annual training session or the videotape of the annual training session. Defendant shall keep, for the duration of the Decree, this written record of all employees who attend the annual training session or watch it on videotape.

c. RCG will confirm in writing to the Commission through the Regional Attorney that these two (2) training sessions have been completed in full compliance with this Consent Decree within twenty (20) days of the completion of the second training session.

8. RCG represents that its EEO posters are and shall continue to be posted in a prominent location, frequented by employees, at each of Defendant's facilities in Mississippi. A paper copy of RCG's current written anti-discrimination policies shall be delivered to each RCG Jackson employee within thirty (30) days of the entry of this Decree and to each new employee when hired. Additionally, RCG may also make its policies available via the RCG intranet.

9. RCG agrees, in accordance with its policies, to investigate complaints of race-based discrimination or retaliation. The investigation will include interviews of the complainant and witnesses and a written report of the investigation with a conclusion as to the findings and disciplinary action taken, if such discipline is determined to be appropriate. If disciplinary action is taken, it will be prompt and designed to stop said conduct and preclude it in the future. RCG

will follow up with complainant at appropriate intervals to ensure discrimination or retaliation does not reoccur.

NOTICE

10. Defendant will post the Notice attached as Attachment A at each of Defendant's facilities in Jackson, Mississippi. The Notice will be posted in an appropriate place frequented by employees for the duration of this Decree. The Notice shall be posted in both English and Spanish and shall be the same type, size, and style as Attachment A.

11. The Parties shall bear their own attorneys' fees and costs incurred in this action up to the date of entry of this Decree.

FORCE AND EFFECT

12. The duration of this Consent Decree shall be eighteen (18) months from entry. This Court shall retain jurisdiction over this action for the duration of the Consent Decree during which time the Commission may petition the Court for compliance. Should the Court determine that RCG is not in compliance, it may order appropriate relief that may include extension until such time as compliance is met or take such other action as the Court deems appropriate. Absent Court intervention, this Consent Decree shall expire of its own terms at the end of eighteen (18) months after entry without any further action by either Party.

13. Should the Commission contend that RCG is not in full compliance with this Consent Decree, it shall provide RCG with notice in writing of the deficiencies alleged and allow RCG thirty (30) days in which to remedy said deficiencies and/or resolve any disputed issues.

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

APPROVED AND CONSENTED TO BY:

_____/ S/ N. Victoria Holladay _____
N. VICTORIA HOLLADAY (MS 2514)
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