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9 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
10 IN AND FOR THE COUNTY OF MARICOPA

12 THE STATE OF ARIZONA ex rel. TERRY
13 GODDARD, the Attorney General, and THE
14 CIVIL RIGHTS DIVISION OF THE ARIZONA
DEPARTMENT OF LAW,

15 Plaintiff,

16 vs.

17 ANTHEM COMMUNITY COUNCIL, Inc.,

18 Defendant.
19
20

No. CV2009-005876

CONSENT DECREE

21 On February 24, 2009, Plaintiff, the State of Arizona, through Attorney General Terry
22 Goddard and the Civil Rights Division (collectively, the “State”), filed the above-captioned
23 Complaint in this action in Maricopa County Superior Court against Defendant Anthem
24 Community Council, Inc. (“Defendant”). In that Complaint, the State alleged that Defendant
25 discriminated against Valerie Brown in violation of A.R.S. § 41-1464(A) of the Arizona Civil
26 Rights Act (“ACRA”) because she opposed a practice which she which she reasonably

1 believed to be an unlawful employment practice under the ACRA. Defendant denies the
2 allegations contained in the Complaint in this action.

3 The State and Defendant desire to resolve the issues raised by the Complaint without the
4 time, expense and uncertainty of further contested litigation. The State and Defendant
5 expressly acknowledge that this Consent Decree is the compromise of claims that were
6 disputed by Defendant as to both their validity and their amount and that there was no
7 adjudication of any claim. Without admitting any liability for the claims made in the Complaint
8 filed in this matter, Defendant agrees to be bound by this Consent Decree and not to contest
9 that it was validly entered into in any subsequent proceeding to implement or enforce its terms.
10 The parties, therefore, have consented to the entry of this Consent Decree, waiving trial,
11 findings of fact and conclusions of law.

12 It appearing to the Court that entry of this Consent Decree will further the objectives of
13 the ACRA, and that the Consent Decree fully protects the parties and the public with respect to
14 the matters within the scope of this Consent Decree, **IT IS HEREBY ORDERED,**
15 **ADJUDGED AND DECREED AS FOLLOWS:**

16 **JURISDICTION**

17 1. This Court has jurisdiction over the subject matter of this action and over
18 the parties hereto, and venue in Maricopa County is proper. The allegations of the Complaint, if
19 proved, are sufficient to state a claim upon which relief could be granted against Defendant
20 under the ACRA.

21 **RESOLUTION OF THE COMPLAINT**

22 2. This Consent Decree also resolves all issues relating to acts and practices
23 of discrimination to which this Decree is directed and, with respect to such matters, compliance
24 with this Decree shall be deemed to be compliance with the ACRA.

1 **RELEASE**

2 3. Except for the obligations of Defendant that are expressly set forth in this
3 Consent Decree, Defendant, its agents, employees, successors, assigns, insurers, and all persons
4 in active concert of participation with Defendant, are released and forever discharged from any
5 and all civil liability to the State for the counts alleged in the Complaint in this matter.

6 **COMPLIANCE WITH THE ACRA**

7 4. Defendant agrees that it shall abide by the ACRA.

8 **NO RETALIATION**

9 5. Defendant shall not discriminate against Ms. Brown or any other person in
10 any way for that person's opposition to a practice made unlawful by the ACRA, or for
11 participation in the State's proceedings or litigation in this case.

12 **WRITTEN POLICY CHANGES**

13 6. Within ten (10) days of the effective date of this Decree, Defendant shall
14 create and provide to the State a written document memorializing and updating Defendant's
15 current policy prohibiting discrimination against employees because they opposed practices
16 they reasonably believed to be unlawful employment practices under the ACRA. At a
17 minimum, the updated written policy shall advise employees that (1) retaliation is prohibited
18 by state and federal discrimination laws, (2) retaliation is contrary to the policies of Defendant,
19 and (3) employees who feel they have been discriminated against in violation of the policy
20 should promptly contact the persons identified in said policies and report the discriminatory
21 conduct. The updated written policy shall also include a procedure for Defendant to investigate
22 and address the employees' complaints. The updated written policy shall further state that
23 Defendant shall not interfere with current or former employees' rights to file a charge of
24 discrimination with the State. Finally, the updated written policy shall state that Defendant shall
25 not require current or former employees to withdraw charges of discrimination that have already
26 been filed with the State, but Defendant may take steps to settle a discrimination charge with a

1 current or former employee so long as Defendant involves the State in the settlement
2 negotiations.

3 7. The State shall review Defendant's policy on retaliation to ensure
4 Defendant's policy complies with the ACRA.

5 8. Within ninety (90) days after the State's approval of Defendant's policy,
6 Defendant agrees to adopt and adhere to it.

7 9. Within ninety (90) days after the State's approval of Defendant's policy,
8 Defendant agrees that the policy will be published and distributed to all of Defendant's
9 employees, supervisors and any other persons who are responsible for writing and/or
10 administering Waivers & Releases within the State of Arizona.

11 **TRAINING**

12 10. Within one hundred twenty (120) days after the approval of Defendant's
13 policy described in the "Policy Changes" section above, all of Defendant's management
14 personnel, supervisors, or any other persons who are responsible for writing and/or
15 administering Waivers & Releases within the State of Arizona shall receive training on
16 retaliation provided by an internal or external instructor and consisting of not less than one (1)
17 hour of instruction. Defendant agrees to pay for all costs associated with such training.

18 11. Within one hundred twenty (120) days after the State's approval of
19 Defendant's policies described in the "Policy Changes" section above, Defendant shall report to
20 the State in writing that all of Defendant's management personnel, supervisors, or any other
21 persons who are responsible for writing and/or administering Waivers & Releases within the
22 State of Arizona have had a minimum of one (1) hour of training regarding its obligations under
23 the retaliation provision of the ACRA. Said report will include: (1) the date of the training; (2)
24 the duration of the training; (3) the name and title of the person(s) who conducted the training;
25 (4) a copy of the training outline or course content; and (5) a true copy of the attendance list
26 which will show the name and position title of each person who attended the training.

1 **CONTINUING JURISDICTION OF THE COURT**

2 12. The Court shall retain jurisdiction over both the subject matter of this
3 Consent Decree and the parties for a period of not more than one (1) year from entry of the
4 Decree to effectuate and enforce this Decree. This Decree shall expire by its own terms one
5 year after the effective date, without further action of the parties. The State may petition this
6 Court for compliance with this Decree at any time during the period that this Court maintains
7 jurisdiction over this action. Should the Court determine that Defendant has not complied with
8 this Decree, appropriate relief, including extension of this Decree for such period as may be
9 necessary to remedy its non-compliance, may be ordered.

10 **MISCELLANEOUS PROVISIONS**

11 13. This Decree shall be governed in all respects whether as to validity,
12 construction, capacity, performance or otherwise by the laws of the State of Arizona.

13 14. This Decree shall be binding on Defendant, its agents, employees,
14 successors, assigns.

15 **NOTICE**

16 15. When this Decree requires the submission of payment, reports, notices or
17 other materials to the State, they shall be mailed to: Michael M. Walker, Assistant Attorney
18 General, Office of the Attorney General, 1275 W. Washington Street, Phoenix, Arizona 85007,
19 or his successors.
20

21 **MODIFICATION**

22 16. There shall be no modification of this Decree without the written consent
23 of Defendant and the State and the further order of this Court. In the event of a material
24 change of circumstances, the parties agree to make a good faith effort to resolve this matter. If
25 the parties are unable to reach agreement, either party may ask the Court to make such
26 modifications as are appropriate.

1 **EFFECTUATING DECREE**

2 17. The parties agree to the entry of this Decree upon final approval by the
3 Court. The effective date of this Decree shall be the date that it is entered by the Court.

4 ENTERED AND ORDERED this ___ day of _____ 2009.

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7 _____
8 Honorable Edward O. Burke
9 Judge of the Superior Court

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Granted

Signed on this day, June 24, 2009



/S/ Edward Burke

Judicial Officer of Superior Court