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MICHAEL K. JEANES, Clerk

By A. Beery
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1 TERRY GODDARD
2 The Attorney General
3 Firm No. 14000

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6 Assistant Attorney General
7 Civil Rights Division
8 1275 W. Washington St.
9 Phoenix, Arizona 85007
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Attorneys for Plaintiff

10 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

11 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
15 DEPARTMENT OF LAW,

No. CV2006-011089

16 Plaintiff,

CONSENT DECREE

17 vs.

(Assigned to the Honorable Pendleton
Gaines)

18 BANNON SPRINGS RANCH CHRISTIAN
19 HEALTH CARE, INC., an Arizona corporation;
20 KENNETH ANDERSON, surviving trustee under
21 THE KENNETH AND MILDRED ANDERSON
22 REVOCABLE TRUST, DATED SEPTEMBER
23 30, 1991, formerly dba BANNON SPRINGS
24 RANCH CHRISTIAN HEALTH CARE, INC.,
25
26

1 THE KENNETH AND MILDRED ANDERSON
2 REVOCABLE TRUST, DATED SEPTEMBER
3 30, 1991, formerly dba BANNON SPRINGS
4 RANCH CHRISTIAN HEALTH CARE, INC.,
5 ABC Corporation,

6 Defendants.

7 On July 24, 2006, Plaintiff, the State of Arizona ("State"), through Attorney General
8 Terry Goddard and the Civil Rights Division, filed a Complaint in Maricopa County Superior
9 Court against Defendants BANNON SPRINGS RANCH CHRISTIAN HEALTH CARE, INC.
10 ("Bannon Springs"), KENNETH ANDERSON, surviving trustee under THE KENNETH AND
11 MILDRED ANDERSON REVOCABLE TRUST, DATED SEPTEMBER 30, 1991, formerly
12 dba BANNON SPRINGS RANCH CHRISTIAN HEALTH CARE, INC. and THE KENNETH
13 AND MILDRED ANDERSON REVOCABLE TRUST, DATED SEPTEMBER 30, 1991,
14 formerly dba BANNON SPRINGS RANCH CHRISTIAN HEALTH CARE, INC. ("Kenneth
15 Anderson") (collectively referred to as "Defendants") alleging employment discrimination
16 based upon race and retaliation, in violation of the Arizona Civil Rights Act, A.R.S. § 41-1401
17 *et seq.* TBCS ENTERPRISES, LLC owns BANNON SPRINGS RANCH CHRISTIAN
18 HEALTH CARE, INC.

19 The State and Defendants desire to resolve the issues raised by the Complaint without
20 the time, expense and uncertainty of further contested litigation. Defendants and the State
21 expressly acknowledge that this Decree is the compromise of disputed claims and that there
22 was no adjudication of any claim. Without admitting any liability for the claims made in the
23 Complaint filed in this matter, Defendants agree to be bound by this Decree and not to contest
24 that it was validly entered into in any subsequent proceeding to implement or enforce its terms.
25 The parties therefore have consented to the entry of this Decree, waiving trial, findings of fact,
26 and conclusions of law.

1 It appearing to the Court that entry of this Decree will further the objectives of the
2 Arizona Civil Rights Act ("ACRA") and that the Decree fully protects the parties, class
3 members, the public, and persons who may in the future be discriminated against by the
4 practices described in the State's Complaint, with respect to the matters within the scope of
5 this Decree.

6 **NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND**
7 **DECREED** as follows:

8 **JURISDICTION**

9 1. This Court has jurisdiction over the subject matter of this action and over
10 the parties hereto, and venue in Maricopa County is proper.

11 **RESOLUTION OF THE COMPLAINT**

12 2. This Decree resolves all issues and claims relating to acts and practices of
13 discrimination as between the State and Defendants to which this Decree is directed, and, with
14 respect to such matters, compliance with this Decree shall be deemed to be in compliance with
15 the ACRA.

16 **NO RETALIATION OR DISCRIMINATION**

17 3. Defendants will not retaliate against Kim Marie Clark ("Ms. Clark") or
18 against any person in any way for that person's opposition to a practice made unlawful by the
19 ACRA, or for participation in the State's investigation and litigation.

20 **POLICY CHANGES**

21 4. Within thirty (30) days of the effective date of this Decree, Bannan
22 Springs agrees to enact and publish a policy, which must be pre-approved by the State, that
23 prohibits all forms of discrimination covered by ACRA. At a minimum, the policy will advise
24 employees that (1) discrimination on the basis of race and retaliation is prohibited by state and
25 federal anti-discrimination laws, (2) it is contrary to the policy of Bannan Springs, (3) any
26

1 individual who believes that he or she has been discriminated against in violation of the policy
2 should promptly contact the individual designated in the policy and report the discriminatory
3 conduct; and (5) Bannan Springs' policies include a procedure to investigate and attempt to
4 address any complaint of discrimination.

5 5. Within ten (10) days of the creation of the policy described above,
6 Bannan Springs agrees to provide a copy of this policy to the State and to each of its
7 employees. Bannan Springs further agrees to post this policy in a location where it posts other
8 notices and/or information which are either required by law or of importance to Bannan
9 Springs' employees.

10 **TRAINING**

11 6. Within sixty (60) days of the effective date of this Decree, all of Bannan
12 Springs' employees, agents, independent contractors and/or other persons who are responsible
13 for the management or supervision of each facility currently owned, managed, operated and/or
14 controlled by Bannan Springs within the State of Arizona shall receive training on disability
15 discrimination. The trainings shall consist of at least three (3) hours of instruction. Bannan
16 Springs shall identify the trainer and shall have the training curriculum approved in advance by
17 the State. Within ten (10) days following completion of this training, Bannan Springs agrees
18 to provide notice to the State confirming the date, time, and location of the training and a list
19 with the names and positions of those persons who attended the training. Subsequently,
20 Bannan Springs shall provide copies of the training materials to all new managers, supervisors
21 and employees, within ten (10) days of their hire.

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1 **NEUTRAL EMPLOYMENT REFERENCE**

2 7. Defendants agree to provide the following information only regarding Ms.
3 Clark's employment at Bannan Springs: dates of employment, rate of pay, and position.

4 **MONETARY RELIEF FOR CHARGING PARTY**

5 8. Defendants shall pay Aggrieved Party Ms. Clark the gross sum of
6 \$8,000.00 (eight thousand dollars), less applicable withholdings required by law, in full and
7 final settlement of the issues raised in the Complaint. Payment shall be in the form of a payroll
8 check made payable to "Kim Marie Clark" and delivered to the State within ten (10) days of
9 the date of the entry of this Decree.

10 **COSTS**

11 9. The parties shall bear their respective attorneys' fees and costs incurred in
12 this action up to the date of entry of this Decree. In any action brought to assess or enforce
13 Defendants' compliance with the terms of this Decree, the Court in its discretion may award
14 reasonable costs and attorneys' fees to the prevailing party.

15 **MONITORING AND ENFORCING CIVIL RIGHTS LAW**

16 10. The State shall monitor compliance with the provisions of this Decree and
17 to enforce civil rights laws in Arizona. Monitoring shall include, but not be limited to,
18 reviewing and approving the policy of Bannan Springs, ascertaining compliance with the
19 training requirements of this Decree, and otherwise ensuring Defendants' compliance with the
20 terms of this Decree.

21 **CONTINUING JURISDICTION OF THE COURT**

22 11. The Court shall retain jurisdiction over both the subject matter of this
23 Consent Decree and the parties for a period of six (6) months from entry of the Decree to
24 effectuate and enforce this Decree. The State may, for good cause shown, petition this Court
25 for compliance with this Decree at any time during the period that this Court maintains
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1 jurisdiction over this action. Should the Court determine that any Defendant has not complied
2 with this Decree, appropriate relief, including extension of this Decree for such period as may
3 be necessary to remedy its non-compliance, may be ordered. In the event either the State does
4 not submit any petitions for compliance with the Decree or the Court determines the
5 Defendants have complied with the Decree, the Decree shall automatically expire and the
6 Court shall lose jurisdiction over this action on the date six (6) months after entry of the
7 Decree.

8 **MISCELLANEOUS PROVISIONS**

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

12 13. This Decree shall be binding on Defendants, their agents, employees,
13 successors, assigns and all persons in active concert or participation with Defendants.

14 14. The State and Defendants represent that they have read this Decree in its
15 entirety and are satisfied that they understand and agree to all its provisions, and represent that
16 they have freely signed this Decree without coercion.

17 15. This Decree shall be governed in all respects by the laws of the State of
18 Arizona.

19 **RELEASE**

20 16. Except for the obligations of Defendants that are expressly set forth in this
21 Decree, Defendants and its past, present, and future officers, shareholders, directors, managers,
22 members, employees, agents, partners, affiliates, insurers, parents, successors and assigns are
23 released from any and all civil liability to the State and Ms. Clark for the issues and claims
24 raised in the State's Complaint in this matter.

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1 APPROVED AS TO FORM AND CONTENT

2 this 15th day of ~~November~~ 2008:
December 6

3 TERRY GODDARD

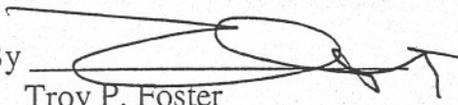
4 Attorney General

5
6 By *Christopher Houk*

7 Christopher R. Houk
8 Assistant Attorney General
9 1275 W. Washington Street
10 Phoenix, Arizona 85007
11 Attorneys for Plaintiff State of Arizona

12 APPROVED AS TO FORM AND CONTENT

13 this 12th day of ~~November~~ 2005:
December

14 By 

15 Troy P. Foster
16 Lewis and Roca, LLP
17 40 North Central Avenue
18 Phoenix, Arizona 85004
19 Attorney for Defendant TBCS Enterprises, LLC, owner of Bannan Springs Ranch Christian
20 Health Care, Inc.

21
22 By *Timothy Tower*

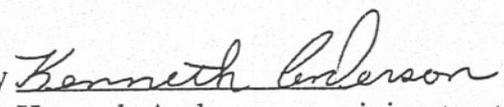
23 Timothy Tower, Member, TBCS Enterprises, LLC, owner of Bannan Springs Ranch
24 Christian Health Care, Inc.
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By 

Steven Guttell
Gust Rosenfeld PLC
201 East Washington Suite 800
Phoenix, Arizona 85004

Attorney for Defendant Kenneth Anderson, surviving trustee under The Kenneth and Mildred Anderson Revocable Trust, Dated September 30, 1991, formerly dba Bannan Springs Ranch Christian Health Care, Inc. and The Kenneth and Mildred Anderson Revocable Trust, Dated September 30, 1991, formerly dba Bannan Springs Ranch Christian Health Care, Inc.

By 

Kenneth Anderson, surviving trustee under The Kenneth and Mildred Anderson Revocable Trust, Dated September 30, 1991, formerly dba Bannan Springs Ranch Christian Health Care, Inc.

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