UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF ARIZONA

THE STATE OF ARIZONA *ex rel.* TERRY GODDARD, the Attorney General; and THE CIVIL RIGHTS DIVISION OF THE ARIZONA DEPARTMENT OF LAW, Plaintiff, vs. MARANA HEALTH CENTER, an Arizona corporation, Defendant JOY R.MOCKBEE, M.D., a married woman, Plaintiff, vs. MARANA HEALTH CENTER, an Arizona corporation, Defendant.	Case No. CIV 07-387 TUC-RCC CONSENT DECREE

On May 10, 2007, Plaintiff, the State of Arizona, through Attorney General Terry Goddard and the Civil Rights Division (collectively "the State"), filed a complaint in the Superior Court of Arizona alleging employment discrimination in violation of the Arizona Civil Rights Act, A.R.S. § 41-1461 *et seq.*, seeking damages and injunctive relief against Defendant Marana Health Center, Inc. ("Defendant" or "MHC"). That same day, Plaintiff Joy Mockbee, M.D., filed her own employment discrimination lawsuit against MHC, seeking damages, injunctive relief and attorneys' fees. Dr. Mockbee later amended her complaint to allege claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.*, as amended. Plaintiffs' lawsuits were consolidated on June 28, 2007. On August 10, 2007, MHC had the consolidated actions removed to this Court.

On December 8, 2008, the parties participated in a settlement conference before the Honorable Bernardo P. Velasco. At the conference, Dr. Mockbee and MHC agreed to resolve Dr. Mockbee's lawsuit through a confidential settlement agreement. The State and MHC agreed to resolve the State's lawsuit through this Consent Decree.

Plaintiffs allege that MHC discriminated against Dr. Mockbee on the basis of her sex when MHC did not select her for the position of Medical Director at MHC and instead selected a male candidate for the position. MHC denies Plaintiffs' allegations. However, the parties desire to resolve the issues raised by the consolidated actions without the time, expense and uncertainty of further contested litigation. MHC and the State expressly acknowledge that this Consent Decree, together with the confidential settlement agreement between MHC and Dr. Mockbee, constitute the compromise of disputed claims and that there was no adjudication of any claim. Without admitting any liability for the claims made in the Complaint filed in this matter, Defendant agrees to be bound by this Consent Decree and not to contest that it was validly entered into in any subsequent proceeding to implement or enforce its terms. The parties therefore have consented to the entry of this Consent Decree, waiving trial, and findings of fact and conclusions of law.

It appearing to the Court that entry of this Consent Decree will further the objectives of the Arizona Civil Rights Act, and that this Consent Decree fully protects the parties and the public, with respect to the matters within the scope of this Consent Decree,

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

JURISDICTION

1. This Court has jurisdiction over the subject matter of this action and over the parties hereto, and venue in the United States District Court of Arizona is proper.

The allegations of the Complaint, if proved, are sufficient to state a claim upon which relief could be granted against Defendant under the Arizona Civil Rights Act.

RESOLUTION OF THE COMPLAINT

2. This Consent Decree resolves all issues and claims set forth in the State's Complaint filed in this case. This Consent Decree also resolves issues and claims relating to acts and practices to which this Consent Decree is directed. With respect to such matters, compliance with this Consent Decree shall be deemed to be compliance with those portions of the Arizona Civil Rights Act that prohibit sex discrimination in employment.

NO RETALIATION

3. Defendant shall not retaliate against any person in any way for that person's opposition to a practice made unlawful by the Arizona Civil Rights Act, or for their participation in the State's proceedings or litigation, and will make any future employment decisions concerning parties and witnesses on a nondiscriminatory basis.

ANTI-DISCRIMINATION POLICIES

4. Defendant agrees to comply fully with the provisions of the Arizona Civil Rights Act (A.R.S. § 14-1401, et seq., as amended) and that all Defendant's employment practices, including Defendant's hiring processes, and the terms, conditions and privileges of employment by Defendant shall be conducted and maintained in a manner which does not discriminate on the basis of race, national origin, color, disability, sex, religion, genetic testing or age.

5. Within 60 days of the effective date of this Consent Decree, Defendant will confirm to the Division that it has that it has a written policy prohibiting (a) discrimination based upon an employee's race, national origin, color, disability, sex, religion, genetic testing or age as prohibited by the Arizona Civil Rights Act and/or federal employment discrimination laws; and (b) retaliation against any employee or applicant engaging in protected activity under the Arizona Civil Rights Act and federal employment discrimination laws. "Protected activity" includes opposing any practice

that is unlawful under these laws, as well as making a charge, testifying, assisting or participating in the administrative process of the Arizona Attorney General's Civil Rights Division and/or the Equal Employment Opportunity Commission.

At a minimum, this policy will contain 1) a commitment to these anti-discrimination and anti-retaliation provisions, 2) a process by which a person can internally complain of alleged discrimination and/or retaliation that does not require any complaint to be made in writing, and does not require the employee or candidate to report the alleged discrimination and/or retaliation to the person alleged to have discriminated and/or retaliated against the person, 3) the job title(s) of Defendant's employee(s) responsible for accepting complaints of discrimination and/or retaliation; and 4) a statement that unlawful discrimination and/or retaliation violates state and federal civil rights laws.

Defendant agrees to provide a copy to Ann Hobart, Assistant Attorney General ("AAG Hobart"), Arizona Attorney General's Office, 1275 W. Washington Street, Phoenix, Arizona 85007, or her successors, for the Division's review.

TRAINING

6. Within 150 days of the effective date of this Consent Decree, all of Defendant's employees shall receive training on employment discrimination by a qualified trainer. For purposes of this Consent Decree, a qualified trainer is a person or agency which is knowledgeable about the legal requirements under state and federal employment laws. The training shall consist of at least two hours of instruction. If there are costs associated with such training, Defendant shall pay for those costs. Within ten days of the completion of this training, Defendant agrees to provide written notice to AAG Hobart that it has complied with the terms of this paragraph.

COSTS

7. The Defendant and the State shall bear their respective attorneys' fees and costs incurred in this action up to the date of entry of this Consent Decree. In any action brought to assess or enforce Defendant's compliance with the terms of this Consent

Decree, the Court in its discretion may award reasonable costs and attorneys' fees to the prevailing party.

RELEASE

8. Subject to Defendant complying with the terms of this Consent Decree, the State releases all claims against Defendant that were or could have been alleged in its lawsuit. Dr. Mockbee's claims shall be released pursuant to a separate confidential settlement agreement with Defendant.

CONTINUING JURISDICTION OF THE COURT

9. The Court shall retain jurisdiction over both the subject matter of this Consent Decree and the parties for a period of one year from entry of the Consent Decree, or until February 1, 2010, whichever is later, to effectuate and enforce this Consent Decree. Unless the State notifies the Court that Defendant has breached this Consent Decree, which shall toll the Court's continuing jurisdiction, this Consent Decree shall expire by its own terms on February 1, 2010, without further action of the parties. The State may petition this Court for compliance with this Consent Decree at any time during the period that this Court maintains jurisdiction over this action. Should the Court determine that Defendant has not complied with this Consent Decree, appropriate relief, including extension of the Consent Decree for such period as may be necessary to remedy its non-compliance, may be ordered.

MISCELLANEOUS PROVISIONS

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

12. This Consent Decree shall be binding on Defendant, its agents, employees, successors, assigns and all persons in active concert or participation with Defendant.

13. The entry of this Consent Decree shall not in any way be construed as an admission of liability or fault by Defendant.

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

Dated this 2nd day of February, 2009.

Raner C. Collins
United States District Judge