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UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF CALIFORNIA

U.S. EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION,

Plaintiff,

v.

MAGNOLIA HEALTH CORPORATION  
et al.,

Defendants.

No. 1:15-cv-01222-DAD-EPG

ORDER APPROVING CONSENT DECREE

(Doc. Nos. 50-1, 55)

This matter is before the court on plaintiff's unopposed motion for approval of the parties' consent decree. A hearing on the motion was held on March 7, 2017. Attorneys Nakkisa Akhavan and Rumduol Vuong appeared on behalf of plaintiff U.S. Equal Employment Opportunity Commission ("EEOC"), and attorney Elizabeth Tyler appeared on behalf of the defendants.

This action arises from alleged disability discrimination under the Americans with Disabilities Act ("ADA"). After investigating charges of discrimination and pursuant to its statutory authority, the EEOC commenced this action on August 5, 2015. (Doc. No. 1.) Specifically, the EEOC alleged that defendants failed to hire or discharged individuals who had actual, perceived, or record of disabilities; and denied reasonable accommodations for individuals with disabilities and subjected individuals to an unlawful qualification standard. The EEOC

1 sought both monetary and injunctive relief. (*Id.*) After a series of settlement conferences before  
2 United States Magistrate Judge Erica P. Grosjean, the parties reached a settlement on monetary  
3 and injunctive terms. The EEOC now seeks approval of a proposed consent decree (*see* Doc. No.  
4 50-1) reflecting the parties' agreement.

5 "A consent decree is 'essentially a settlement agreement subject to continued judicial  
6 policing.'" *United States v. Oregon*, 913 F.2d 576, 580 (9th Cir. 1990) (quoting *Williams v.*  
7 *Vukovich*, 720 F.2d 909, 920 (6th Cir. 1983)). Thus, before approving a consent decree, a district  
8 court must independently determine that the proposed agreement is "fundamentally fair, adequate,  
9 and reasonable" and "conform[s] to applicable laws." *Id.*; *see also Arizona v. City of Tucson*, 761  
10 F.3d 1005, 1010–14 (9th Cir. 2014). "[T]he district court must balance several factors, including  
11 but not limited to: strength of the plaintiffs' case; risk, expense, complexity and possible duration  
12 of continued litigation; relief offered in settlement; extent of discovery already completed; stage  
13 of proceedings; experience and views of counsel; governmental participation; and reaction of the  
14 class members." *Davis v. City & County of San Francisco*, 890 F.2d 1438, 1445 (9th Cir. 1989)  
15 (citing *Officers for Justice v. Civil Serv. Comm'n of City & County of San Francisco*, 688 F.2d  
16 615, 625 (9th Cir. 1982)). Where a government agency is involved in the negotiation of the  
17 proposed consent decree, there is a presumption in favor of the decree's enforceability, and courts  
18 should pay deference to the agency's judgment. *See S.E.C. v. Randolph*, 736 F.2d 525, 529 (9th  
19 Cir. 1984).

20 Here, the proposed consent decree provides monetary relief to claimants in a total sum of  
21 \$325,000.00, to be allocated at the sole discretion of the EEOC. (Doc. No. 50-1 § VII.A.) The  
22 proposed consent decree also provides procedures for reinstatement of eligible and qualified  
23 claimants, as well as other victim-specific relief. (*Id.* § VII.B–C.) Moreover, the proposed  
24 consent decree sets forth a number of forward-looking injunctive measures. (*See, e.g., id.* § VIII  
25 (general injunctive relief).) For example, the parties agree that defendants will (1) retain a third-  
26 party equal employment opportunity monitor to ensure compliance with the decree and the ADA;  
27 (2) assign an internal ADA coordinator to review and process requests for accommodation,  
28 changes in the terms and conditions of employment, and complaints regarding disability

1 discrimination and retaliation; (3) review and, if necessary, revise defendants' policies and  
2 procedures regarding disability discrimination, reasonable accommodation, and retaliation; and  
3 (4) provide training on employer obligations and employee rights under the ADA. (*See, e.g., id.*  
4 § IX (specific injunctive relief).)


5 In light of the claims and defenses in this action, the court concludes that the proposed  
6 consent decree provides substantial relief among claimants and defendants' employees, and that it  
7 is the product of a fair arms-length negotiation process. Accordingly, the court finds that the  
8 proposed consent decree is fundamentally fair, reasonable, and adequate, and that it is not illegal,  
9 a product of collusion, or against the public interest.

10 For the reasons stated above,

- 11 1. Plaintiff's motion for approval of the parties' proposed consent decree (Doc. No. 55)  
12 is granted;
- 13 2. The parties' proposed consent decree (Doc. No. 50-1) is approved;
- 14 3. The court retains continuing jurisdiction over the consent decree in this action for the  
15 duration of the decree (*see* Doc. No. 50-1 § IV.B); and
- 16 4. The Clerk of the Court is directed to close this case.

17 IT IS SO ORDERED.

18 Dated: March 7, 2017

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21 UNITED STATES DISTRICT JUDGE  
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