

1 WILLIAM R. TAMAYO, SBN 084965 (CA)
 2 MARCIA L. MITCHELL, SBN 18122 (WA)
 3 DEBRA A. SMITH, SBN 147863(CA)
 4 U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
 5 Phillip Burton Federal Building
 6 San Francisco District Office
 7 450 Golden Gate Ave, 5th Fl. West
 8 San Francisco, CA 94102
 9 Telephone No. (415) 522-3034
 10 Fax No. (415) 522-3425
 11 Debra.Smith@eeoc.gov

12 *Attorneys for Plaintiff EEOC*

13 SARAH E. ROBERTSON #142439
 14 MARK A. DELGADO #215618
 15 DONAHUE FITZGERALD LLP
 16 1999 Harrison Street, 25th Floor
 17 Oakland, California 94612
 18 Telephone: (510) 451-3300
 19 Facsimile: (510) 451-1527
 20 Email: srobertson@donahue.com
 21 mdelgado@donahue.com

22 *Attorneys for Defendant*
 23 *CHILDREN'S HOSPITAL & RESEARCH CENTER OAKLAND*

24 UNITED STATES DISTRICT COURT
 25 NORTHERN DISTRICT OF CALIFORNIA

26 U.S. EQUAL EMPLOYMENT OPPORTUNITY
 27 COMMISSION,

Case No.: CV 13-05715 EMC

28 Plaintiff,

CONSENT DECREE

vs.

CHILDREN'S HOSPITAL AND RESEARCH
 CENTER,

Defendant.

INTRODUCTION

On December 11, 2013 Plaintiff United States Equal Employment Opportunity Commission (EEOC) filed this action pursuant to the Americans with Disabilities Act of 1990 as amended (ADA)

1 and Title I of the Civil Rights Act of 1991. Plaintiff alleged that Defendant, Children’s Hospital and
2 Research Center (Children’s Hospital), failed to provide reasonable accommodation – extended
3 medical leave-- for Imelda Tamayo and discharged her because of the extended medical leave
4 required to treat her disability.

5 In order to avoid the additional expense, delay, and uncertainty that would result from further
6 litigation of this lawsuit, the parties agree to the entry of this Consent Decree. By its agreement to
7 the entry of this Consent Decree, Defendant does not admit to the allegations made in the Complaint.

8 The Court has reviewed the terms of this Consent Decree in light of the pleadings, the record
9 herein, and the applicable law, and now approves this Consent Decree in its entirety.

10 Therefore, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

11 **I. GENERAL PROVISIONS**

12 A. This Court has jurisdiction over the subject matter and the parties to this action.

13 B. This Consent Decree constitutes a full resolution of this case, EEOC v. CHILDREN’S
14 HOSPITAL AND RESEARCH CENTER, Case CV 13-05715 EMC, U.S. District Court, Northern
15 District of California, and all allegations made in Plaintiff EEOC’s complaint.

16 C. This Consent Decree shall become effective upon its entry by the Court.

17 D. Each party shall bear its own costs and attorneys’ fees.

18 **II. GENERAL INJUNCTIVE PROVISIONS AGAINST DISABILITY DISCRIMINATION
AND RETALIATION**

19 A. Defendant and its officers, agents, employees, successors, assigns, and all persons in
20 active concert or participation with it, are enjoined from: (a) unlawfully discriminating against any
21 employee due to his or her disability; or (b) retaliating against any employee because he or she: (i)
22 opposes or opposed any discriminatory act or practices made unlawful by the ADA; (ii) files or filed
23 a charge of discrimination or assists, assisted, participates, or participated in the filing of a charge of
24 discrimination; or (iii) assists, assisted, testified, participates or participated in an investigation
25 (including without limitation any internal investigation undertaken by Defendant) or proceeding
26 brought under the Federal laws prohibiting discrimination or retaliation. Consistent with 42 U.S.C.
27 §12203(b), Defendant shall not coerce, intimidate, threaten, or interfere with any individual in the
28 exercise of enjoyment of, or on account of his or her having exercised or enjoyed, or on account of

1 his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right
2 granted or protected by the ADA.

3 B. Defendant shall make reasonable accommodations for disabled employees as required by
4 law, including providing medical leave up to and beyond sixty (60) days for employees whose
5 medical providers have determined that their disability or disabling condition requires the requested
6 additional leave to recover. Upon request, Defendant shall provide such extended leave through the
7 date on the disabled employee's medical certification unless Defendant can demonstrate, by the
8 factors set forth in 29 C.F.R. §1630.2(p), that covering the disabled employee's position and job
9 duties constitutes undue hardship, as defined by 42 U.S.C. §12112.

10 **III. SPECIFIC INJUNCTIVE RELIEF**

11 **A. Revising EEO Policies**

12 Defendant shall revise its personnel policies, as necessary, to include the following:

13 1. Policy E05: ADA AND FEHA COMPLIANCE

14 a. Policy E05, section III.C. will be revised to state: "Individual
15 accommodations may include revised procedures, personal assistance, adapted workplaces and
16 devices, an extended leave of absence, and job restructuring which permits the individual to perform
17 the essential functions of the job."

18 b. Policy E05, section III.D.4.a. will be revised to add the following sentence:
19 "When Children's determines, after an interactive process that there are no reasonable
20 accommodations that would enable the employee to return to his or her current position, the HR
21 Generalist-ADA/LOA will determine whether the employee can be accommodated through
22 reassignment, by informing the employee about the possibility of reassignment and for those
23 employees interested in reassignment, determining whether the employee can be placed in an
24 alternative position without imposing an undue hardship."

25 c. Policy E05, section IV.A., will be revised to add subsection 1, as follows:
26 "1. An employee who needs a leave of absence shall notify his or her manager and/or Human
27 Resources, who will inform the employee as to how to contact Matrix (the outside company that
28 handles administration of leaves of absence). Generally speaking, approval of requests for

1 continuous leaves of absence of shorter than six months for non-industrial injury/illness or one year
2 for industrial injury/illness will be done by Matrix and need not be the subject of the interactive
3 process. If a leave of absence extends beyond six months for non-industrial injury/illness or one
4 year for industrial injury/illness, the employee may request additional time off as a reasonable
5 accommodation. To request an accommodation, employees should contact the HR Generalist-
6 ADA/LOA in the Human Resources Department.” The existing language in Policy E05, section IV.
7 A. will now be subsection 2. of that same section.

8 d. Policy E05, section IV.E. will be revised to add the following sentence: “If
9 there is a question as to whether the necessary accommodation creates an undue hardship, the
10 determination is made by the Senior Director of Human Resources and the Vice President of
11 Professional Support Services, in writing, including the reasons supporting their decision before the
12 interactive process is completed so that the employee is able to consider and/or propose less
13 burdensome alternative accommodations.”

14 e. Policy E05, section IV.H., second sentence, will be revised to state: “The
15 Manager will remain responsible for checking with the employee within three (3) months of the
16 accommodation being implemented and at least every six (6) months thereafter or sooner, depending
17 on the nature of the accommodation, to ensure that the accommodations are and/or remain effective
18 and notify the HR Generalist-ADA/LOA of his/her determination.”

19 f. Policy E05, section IV.J., will be revised to state: “Complaints must
20 normally be submitted to HR within thirty (30) days of the date the person filing the complaint did or
21 should have become aware of the alleged discriminatory action to ensure that Children’s can take
22 corrective action, if necessary, as soon as possible. However, a Complaint submitted beyond the
23 thirty (30) day period will be investigated by HR.”

24 g. Policy E05, section IV.K. will be revised to state: “A complaint may be
25 made verbally to HR or in writing and must state the problem or action alleged to be discriminatory
26 and the remedy or relief sought by the claimant. If made verbally, HR will memorialize the
27 complaint in writing.”

28 h. Policy E05, section IV.P. will be revised to state: “Use of this Children’s

1 procedure does not preclude a person from filing a complaint of discrimination on the basis of
2 disability with the U.S. Equal Employment Opportunity Commission, the California Department of
3 Fair Employment and Housing, or other applicable government agency at any time prior to or after
4 the filing of an internal complaint.”

5 2. Policy H05: FITNESS TO WORK ASSESSMENT AND WORK
6 RESTRICTION

7 a. Policy H05 will be revised to state: “When an employee is temporarily not
8 able to perform his/her assigned duties fully but is willing and able to perform the essential functions
9 of the job, the manager is expected to confer with the person needing the accommodation or refer the
10 employee to the HR Generalist-ADA/LOA regarding available and appropriate reasonable
11 accommodations and will provide such accommodations if the accommodation does not create
12 undue hardship on the department and/or Hospital. In general, an accommodation may be
13 considered an undue hardship if it is unduly costly, extensive, substantial, disruptive, or would
14 fundamentally change the essential functions of the job. Undue hardship is determined on a case-by-
15 case basis. See Policy E05 ADA and FEHA Compliance.”

16 b. Policy H05 paragraph 3 will be revised to state: “Reasonable
17 accommodation may be in the form of reduced workload, reduced or modified work hours,
18 alternative work assignments or short or extended leaves of absence based on the recommendation of
19 the employee’s medical provider. For more information regarding different types of
20 accommodations, see Policy E05, section III.C. and D.”

21 c. Policy H05 paragraph 4, bullet point one, setting forth a fixed period for
22 accommodations, will be deleted.

23 The last sentence of paragraph 4 will be revised to state: “Furthermore, managers must
24 ensure that the employee’s ability to perform his/her job with or without accommodation has been
25 assessed by Employee Health and/or the HR Generalist-ADA/LOA and either clearance given or a
26 reasonable accommodation provided by HR, prior to resuming work.”

27 d. Policy H05 paragraph 5, second sentence will be revised to state:
28 “Regardless of the origin, Employee Health screens, validates and approves all work restrictions.”

1 e. Policy H05 paragraph 6 will be revised to state: “Employees who are
2 denied clearance to return to work by Employee Health have the right to consult with the HR
3 Generalist – ADA/LOA to ensure that reasonable accommodations have been considered and that
4 none are available.”

5 f. Policy H05 paragraph 7, fourth and fifth sentences will be revised to state:
6 “Upon completion of the evaluation, Employee Health informs the employee’s manager if the
7 employee is capable of performing his/her job, able to work but may require certain restrictions or a
8 reasonable accommodation as determined by the HR Generalist-ADA/LOA, or incapable of
9 performing the assigned duties temporarily or permanently. Based upon these findings, the manager
10 is responsible for determining an appropriate course of action in conjunction with Employee Health
11 and the HR Generalist-ADA/LOA (e.g., an assistive device or a reasonable accommodation)
12 utilizing the interactive process whenever a reasonable accommodation is part of the evaluative
13 process.”

14 g. Policy H05 paragraph 8, first sentence will be revised to state: “When an
15 employee has a work restriction or has a disability that limits the performance of the essential
16 functions of his/her assigned job, a decision regarding a reasonable accommodation will be made on
17 a case-by-case basis by the manager, Employee Health and/or the HR Generalist-ADA/LOA using
18 the interactive process as described in HR Policy. E05: “ADA and FEHA Compliance.” The
19 following sentence will be added after the second sentence: “In general, an accommodation may be
20 considered an undue hardship if it is unduly costly, extensive, substantial, disruptive, or would
21 fundamentally change the essential functions of the job.” The following sentence will be added as
22 the last sentence in this paragraph: “With respect to determining whether reassignment is a
23 reasonable accommodation, the interactive process will include, as necessary, consultation with the
24 Unions to determine whether reassignment is feasible without undue hardship.”

25 3. HR Policy L02: Leaves of Absence

26 a. HR Policy L02, section III.B. (Medical Disability Leave), paragraph 2 will
27 be revised to state: “If an employee’s medical provider indicates that he or she will need an
28 extended leave of absence in excess of six months, Children’s will either grant the extension or

1 notify the employee of the interactive process required by the ADA and begin the interactive process
2 within fifteen (15) business days. The HR Generalist-ADA/LOA will work with the employee and
3 his/her medical provider or Employee Health, if necessary, to determine reasonable accommodations
4 available as set forth in Policy E05 ADA and FEHA Compliance.”

5 b. Policy L02, section III.C. (Pregnancy Disability Leave), paragraph 2 will
6 be revised to state: “The maximum time off allowed for a pregnancy, without complications, is 7
7 months, which includes 4 months of Pregnancy Disability Leave followed by 12 workweeks of
8 CFRA leave. Nevertheless, an employee may be entitled to additional medical leave if a pregnancy-
9 related condition qualifies as a disability under the ADA.”

10 4. Defendant submitted these proposed policies to the EEOC for its review and
11 comments prior to Defendant’s presentation of the revised policies to its Board for approval. The
12 EEOC provided its response the following day. On December 12, 2014, Defendant’s Board of
13 Directors approved the requisite policies.

14 5. The policy language stated above within these policies shall not be revised during
15 the duration of this Decree without first obtaining consent from the EEOC and providing the EEOC
16 an opportunity to review and comment on any proposed revisions related to the ADA. It shall not be
17 a violation of this Decree to change other language within Children’s policies or to change the
18 numbering of the sections within the policies affected by this Decree.

19 **B. Notifying Employees**

20 Within sixty (60) days after the entry of this Consent Decree, Defendant will send a letter to
21 all of its employees advising them of their rights under the ADA and informing them how to request
22 a reasonable accommodation. Defendant will provide a copy of this letter to the EEOC for review
23 and consideration at least thirty (30) days before dissemination it to its employees, as required by
24 Section VI.A. below. Plaintiff will provide its comments within seven (7) days.

25 **C. Training of Employees**

26 Defendant shall revise its on-line employee compliance training program to create an on-line
27 ADA training module that includes instruction on issues related to discrimination based on
28 disability, including Defendant’s duty to provide reasonable accommodation with specific examples

1 of how the interactive process should work; a discussion of the various types of reasonable
2 accommodations Defendant makes available to its employees, including scenarios providing
3 extended leave of absence and reassignment to a vacant position as reasonable accommodations;
4 how to complain internally if the employee believes he or she is being discriminated against because
5 of his or her disability; that retaliation for requesting an accommodation or complaining about the
6 accommodation provided violates the ADA and will not be tolerated by Defendant; and that the
7 employee has the right to file a complaint with an outside agency such as the EEOC or DFEH.

8 1. Defendant shall submit its on-line ADA training module for employees to the
9 EEOC for its review and comments no later than ninety (90) days after entry of this Decree, as
10 required by Section VI.C. below. The EEOC will provide feedback to Defendant within fourteen
11 (14) days of receipt of the on-line ADA training module.

12 2. Defendant will provide a live, ten-minute summary of the content from its on-line
13 ADA training module to new employees during its regularly scheduled orientation program for new
14 employees and new employees will thereafter review the on-line ADA training module. Existing
15 employees will be required to take the on-line ADA training module within nine (9) months of the
16 entry of this Decree, unless they are on a leave of absence or otherwise unavailable to complete the
17 training. Should an existing employee be unable to complete this mandatory training, Defendant will
18 arrange an alternative time for the employee to review the on-line ADA training module upon his
19 return to work and provide documentation of this alternative viewing to the EEOC as part of its
20 reporting obligations as set in the next paragraph.

21 3. Within nine (9) months after entry of this Decree, and every six (6) months
22 thereafter for the duration of this Decree, Defendant will provide EEOC with a listing of each date
23 Defendant held a new employee orientation program and the number of employees who participated
24 in Defendant's on-line ADA training module, as required by Section VI.D. below.

25 4. This on-line ADA training module shall not be revised during the duration of this
26 Decree without first obtaining consent from the EEOC and providing the EEOC an opportunity to
27 review and comment on any proposed revisions related to the ADA.

28 **D. Training of Managers**

1 Defendant shall provide one round of mandatory in-person training for its managers on
2 reasonable accommodation of disabilities. The purpose of the training will be to give participants a
3 thorough understanding of discrimination issues, including but not limited to theories of liability
4 under the ADA, including for retaliation, the duty to provide reasonable accommodation with
5 specific examples of how the interactive process should work, how to handle requests for
6 accommodation, and the employer's obligation to take preventive, investigative, and remedial action
7 with respect to discrimination complaints, and to review company policies (including discipline
8 policies) and practices related to discrimination, accommodation, and retaliation. The training will
9 further inform each participant that he or she is responsible for knowing and complying with the
10 reasonable accommodation provisions contained in HR Policy E05 on ADA and FEHA compliance
11 and may be disciplined for non-compliance with that policy.

12 1. Defendant shall submit its training program for managers to the EEOC for its
13 review and comments no later than ninety (90) days after entry of this Decree, as required by Section
14 VI.C. The EEOC will provide feedback to Defendant within fourteen (14) days of receipt of the
15 revised employee training program.

16 2. Within nine (9) months after the entry of this Decree, Defendant shall provide this
17 mandatory training for its managers. Thereafter during the term of this Decree, managers will be
18 required annually to take the ADA training offered to all employees.

19 3. All persons attending each mandatory ADA training shall sign an
20 acknowledgment of his or her attendance at the training, the date thereof, and his or her position with
21 the company. Defendant shall provide a copy of these acknowledgements to the EEOC within ten
22 (10) months after the first such training during the first year of the Consent Decree and no later than
23 thirty (30) days after each subsequent mandatory training throughout the duration of the Decree, as
24 required by paragraph VI.F. below.

25 **E. Promoting Supervisor Accountability**

26 Managers in HR and Employee Health will be directed to bring any concerns about a
27 supervisor's handling of the accommodation process to the Senior Director, Human Resources, who
28 will work with appropriate managers to ensure compliance with this Decree and the policies on

1 accommodation of disabilities. As noted above, supervisors may be disciplined if they do not
2 comply with the reasonable accommodation provisions contained in HR Policy E05 on ADA and
3 FEHA compliance.

4 **F. Disclosing Information , Revising Basis for Termination and Expunging Records**
5 **Regarding Charging Party’s Employment**

6 Defendant will provide a neutral reference for Imelda Tamayo when requested by either Ms.
7 Tamayo or employers with whom she has applied, whether the reference is verbal over the telephone
8 or in writing. The reference should include her job title and a brief description of her job duties, her
9 dates of employment, and her starting and ending rate of pay. Defendant shall not disclose in any
10 way to any potential employer the fact that Ms. Tamayo filed two charges of discrimination and
11 participated in a lawsuit against Defendant.

12 1. Within thirty (30) days of the entry of this Decree, Defendant shall also provide Ms.
13 Tamayo with a letter including her job title and a brief description of her job duties, her dates of
14 employment, and her starting and ending rate of pay and the fact that she is eligible for rehire on
15 letterhead addressed “To Whom It May Concern” and undated so that Ms. Tamayo is able to make
16 multiple copies of this neutral recommendation.

17 2. Defendant should keep a record of any references provided directly to employers,
18 including the date the reference was requested, the name of the employer requesting the reference,
19 the date the reference was given, the person who provided the reference and whether it was provided
20 in writing or by telephone. Defendant shall provide a copy of this record to the EEOC within nine
21 (9) months of the entry of this Consent Decree and every six (6) months thereafter for the duration of
22 the Decree, as required by Section VI.E. below.

23 3. Within thirty (30) days of the entry of this Decree, Defendant shall remove from Ms.
24 Tamayo’s personnel file any notice that indicates that she is not eligible for rehire and any other
25 references to her charges of discrimination against the Company and/or to this lawsuit, and shall
26 retain such documents, if any, in sealed files separate and apart from all other personnel files.

27 4. Within thirty (30) days of the entry of this Decree, Defendant shall recharacterize Ms.
28 Tamayo’s reason for termination from “termination due to medical leave” to “resignation” so that
Ms. Tamayo does not need to disclose the fact that she was disabled to future employers during the

1 recruitment and hiring process.

2 **IV. MONETARY RELIEF**

3 A. Defendant will cause to be paid to Imelda Tamayo a check in the amount of \$300,000.00
4 (Three hundred thousand dollars and no cents) in full settlement of the discrimination claims in this
5 lawsuit and the charge of discrimination she filed with the EEOC. The payment will be reported on
6 an IRS Form 1099.

7 B. Defendant will not condition the receipt of individual relief on Ms. Tamayo's agreement
8 to (a) maintain as confidential the terms of this decree, (b) waive her statutory right to file a charge
9 with any federal or state anti-discrimination agency, (c) release her rights under any law other than
10 the ADA, or (d) waive her right to apply for a position with the Defendant.

11 C. Defendant shall cause this payment and the IRS Form 1099 to be sent directly to Imelda
12 Tamayo by certified mail, return receipt requested, to an address specified by the EEOC. The
13 payment will be made within twenty (20) days of the entry of this Consent Decree. Defendant and
14 will send a copy of the check within three (3) days after it is mailed to Counsel for Plaintiff EEOC.

15 **V. NOTICE**

16 A. Within sixty (60) days after entry of this Decree, Defendant shall post for the duration of
17 this Decree, in a prominent place frequented by its employees at its facilities, the notice attached as
18 Exhibit A. The notice shall be the same type, style, and size as Exhibit A. Defendant shall certify to
19 the EEOC in writing that the Notice has been posted and the location of the posting within ten (10)
20 days of it being posted, as required by Section VI.B. below.

21 **VI. COMPLIANCE AND REPORTING**

22 A. Within sixty (60) days of the entry of this Consent Decree, Defendant will provide the
23 EEOC with a copy of the letter advising its employees of their rights under the ADA as required by
24 Section III.B. above.

25 B. Within seventy (70) days of the entry of this Consent Decree, Defendant will provide
26 notice to the EEOC that it has posted Exhibit A and the location of the posting, as required by
27 Section V. above.

28 C. Within ninety (90) days of the entry of this Consent Decree, Defendant will provide

1 the following documents to the EEOC: 1) a copy of its on-line ADA training module for employees,
2 as required by Section III.C.1. above, and 2) a copy of its ADA training program for managers for
3 managers, as required by Section III.D.1. above.

4 D. Within nine (9) months of the entry of this Decree, and every six (6) months
5 thereafter for the duration of this Decree, Defendant will provide the EEOC with a listing of each
6 date Defendant held a new employee orientation program and the number of employees who
7 participated in Defendant's on-line ADA training module for employees, as required by Section
8 III.C.3. above.

9 E. Within nine (9) months of the entry of this Consent Decree, and every six (6) months
10 thereafter, Defendant will provide the EEOC a copy of the record of employer referrals for Imelda
11 Tamayo, as required by Section III.F.2. above.

12 F. Within ten (10) months of the entry of this Consent Decree, and no later than thirty
13 days thirty (30) days after Defendant provides its mandatory in-person ADA training program for
14 managers, Defendant will provide to the EEOC copies of the acknowledgments of attendance signed
15 by the managers in attendance at these trainings, as required by Section III.D.3. above.

16 G. Within one (1) year after the entry of this Consent Decree, and every six (6) months
17 thereafter until the expiration of the decree, Defendant will provide to counsel for the EEOC a report
18 containing a summary of all requests for reasonable accommodation of disabilities received by
19 Human Resources from employees and employment applicants. This summary shall contain the date
20 of the request, a brief description of each request for accommodation, and a statement as to each as
21 to the response and resolution of such request. For requests for accommodations, the summary shall
22 include a description of the accommodation sought, any alternative accommodations offered and, if
23 the request was denied, an explanation as to the reasons for the denial. In the case of the denial of a
24 requested accommodation during the first reporting period pursuant to this paragraph, Defendant
25 shall also provide copies of the documents generated as part of the request and Defendant's
26 resolution of such request. During subsequent reporting periods, Defendant need only provide
27 copies of the documents related to Defendant's denial of a requested accommodation if requested to
28 do so by the EEOC.

1 **H.** All documents or information required to be submitted by Defendant to the EEOC
2 under the terms of this Consent Decree shall be sent to Debra A. Smith, Trial Attorney, EEOC, 450
3 Golden Gate Ave., 5th Floor West, P. O. Box 36025, San Francisco, CA 94102.

4 **VI. EXPIRATION OF CONSENT DECREE AND CONTINUED JURISDICTION**

5 A. This Consent Decree shall expire three (3) years after its entry by the Court.

6 B. If Plaintiff EEOC determines that Defendant has not complied with the Consent Decree,
7 it will provide written notification of the alleged breach to Defendant and will not petition the Court
8 for enforcement sooner than sixty (60) days after providing written notification. The sixty-day
9 period following written notice shall be used by the parties for good faith efforts to resolve the issue.
10 If Plaintiff petitions the Court and the Court finds Defendant to be in substantial violation of the
11 terms of the Decree, the Court may extend this Consent Decree.

12 C. This Court shall retain jurisdiction over this action for the purposes of enforcing the
13 provisions of this Consent Decree.

14
15 On behalf of Plaintiff:

On behalf of Defendant:

16 _____
 /s/ Debra A. Smith

_____ /s/ Sarah E. Robertson

17 WILLIAM R. TAMAYO
18 Regional Attorney
19 EQUAL EMPLOYMENT
20 OPPORTUNITY COMMISSION

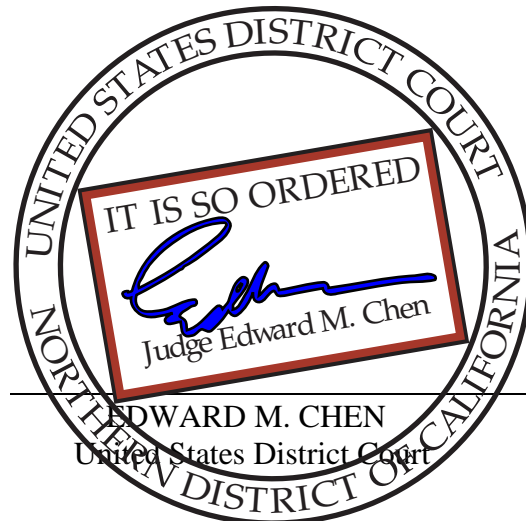
SARAH ROBERTSON
ATTORNEY FOR DEFENDANT

21 MARCIA MITCHELL
22 Supervisory Trial Attorney
23 EQUAL EMPLOYMENT
24 OPPORTUNITY COMMISSION

25 DEBRA A. SMITH
26 Trial Attorney
27 EQUAL EMPLOYMENT
28 OPPORTUNITY COMMISSION

IT IS SO ORDERED:

Executed this 10 day of February, 2015
~~2014~~.



NOTICE TO EMPLOYEES

1 The U.S. Equal Employment Opportunity Commission (EEOC), on behalf of Imelda
2 Tamayo, and Children’s Hospital and Research Center (Children’s Hospital) have successfully
3 resolved a disability discrimination and retaliation lawsuit (EEOC v. Children’s Hospital, No. C13-
4 05715 EMC)(N.D.CA). Judge Edward Chen approved the Consent Decree and this Notice.

5 The American With Disabilities Act (ADA) makes it unlawful for any covered employer to
6 discriminate against any employee or applicant for employment because of a disability, subject them
7 to harassment because of their disability, or retaliate against anyone who complains of
8 discriminatory practices or who participates in the investigation of a complaint or charge of
9 discriminatory practices. The ADA also requires an employer to provide a reasonable
10 accommodation to assist a qualified individual perform the essential duties of his or her job unless
11 providing the accommodation would cause the employer undue hardship.

12 Children’s Hospital respects the right of its employees and applicants for employment to
13 work in an environment free from discrimination and affirms the following "Statement of Zero-
14 Tolerance Policy and Equality Objectives": Children’s Hospital is committed to maintaining a zero-
15 tolerance policy concerning unlawful discrimination, harassment and retaliation, to swiftly
16 responding to any such acts of which it becomes aware; to imposing appropriate discipline designed
17 to deter future acts of discrimination, harassment or retaliation; and to actively monitoring its
18 workplace to ensure tolerance, respect and dignity for all employees.

19 Any employee who feels that he or she has been the subject of discrimination, harassment or
20 retaliation should bring it immediately to the attention of his or her supervisor or to the Human
21 Resources Manager. No Company official will retaliate against an employee who makes an internal
22 complaint of discrimination or who contacts the EEOC or its state counterpart.

23 The EEOC enforces the federal laws prohibiting employment discrimination. More
24 information about the EEOC is available at www.eeoc.gov or (800) 669-4000. The nearest EEOC
25 office is in Oakland at 1301 Clay Street, Suite 1170-N.

26
27 DATED: _____
28 [Job Title], Children’s Hospital