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6 **IN THE UNITED STATES DISTRICT COURT**
7 **FOR THE DISTRICT OF ARIZONA**
8

9 [REDACTED]

10 Plaintiff,

11 v.

12 Acadia Healthcare Company, Inc. and
13 Sierra Tucson LLC,

14 Defendants.

15 State of Arizona, *ex rel.* Kristin K. Mayes,
16 the Attorney General, and the Civil Rights
17 Division of the Arizona Department of
Law,

18 Plaintiff,

19 v.

20 Acadia Healthcare Company, Inc. and
21 Sierra Tucson LLC,

22 Defendants.

No. CV-23-00256-TUC-JAS (EJM) (**Lead**)
No. CV-23-00260-TUC-JAS (EJM)
CONSOLIDATED

CONSENT DECREE

23 Currently pending before the Court is the Parties' Stipulation for Entry of Consent
24 Decree (Doc. 59-1).
25

26 **BACKGROUND**

27 Plaintiff, the State of Arizona, *ex rel.* Kristin K. Mayes, the Attorney General,
28 through the Civil Rights Division (collectively "the State") filed a public enforcement action

1 in Pima County Superior Court to enforce the Arizonans with Disabilities Act, A.R.S.
2 § 41-1492 *et seq.* (“AzDA”) (the “State’s Lawsuit”). The State alleged that
3 Defendants Acadia Healthcare Company, Inc. and Sierra Tucson LLC (collectively,
4 “Defendants”) unlawfully discriminated against Plaintiff [REDACTED] (“[REDACTED]”
5 on the basis of her disability by denying her requests for reasonable accommodations
6 necessary for her disability; failing to take necessary steps to ensure that she was not
7 excluded, denied services, or treated differently than others; and failing to provide her with
8 effective communication, in violation of A.R.S. § 41-1492.02. [REDACTED] also filed a lawsuit
9 against Defendants, alleging violations of the AzDA and other state and federal civil
10 rights laws. Defendants deny the allegations of the State’s Lawsuit and [REDACTED] Lawsuit.
11 The cases were removed to federal court and consolidated into the above captioned case (“the
12 Litigation”).

13 The State, [REDACTED] and Defendants (the “Parties”) desire to resolve the issues raised
14 in the Litigation in order to avoid the time, expense, and uncertainty of further contested
15 litigation. Defendants and [REDACTED] have also entered into a separate confidential settlement
16 agreement (“[REDACTED] Agreement”). Entry of this Consent Decree is a condition precedent to
17 the [REDACTED] Agreement becoming effective.

18 The Parties stipulate to the entry of this Consent Decree, do not object to the
19 jurisdiction of the Court over this action, and waive a hearing and the entry of Findings of
20 Fact and Conclusions of Law. The Court finds that entry of this Consent Decree will fairly
21 resolve the Complaint.

22 Accordingly, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** as
23 follows:

24 25 **I. JURISDICTION**

26 1. The Parties acknowledge that this Consent Decree is the compromise of
27 disputed claims and that there has been no adjudication of any claim or finding of any
28 liability, or lack thereof, on the part of Defendants.

1 2. The Parties agree to be bound by this Consent Decree and to not contest
2 whether it was validly entered into in any subsequent proceeding to implement or enforce
3 its terms.

4 3. Without waiving any of the other defenses that they have asserted,
5 Defendants admit jurisdiction of this Court over the subject matter and the Parties and
6 stipulate that this Court may enter this Consent Decree. The Parties agree that this Court
7 will retain jurisdiction for the purpose of enforcing this Consent Decree.

8 4. The allegations of the Litigation, though disputed by the Parties, if proven,
9 are sufficient to state claims upon which relief could be granted against Defendants under
10 the AzDA.

11 5. Defendants will comply fully with the provisions of the AzDA and will not
12 discriminate on the basis of disability against any individual in the full and equal enjoyment
13 of the goods, services, facilities, privileges, advantages or accommodations of a place of
14 public accommodation.

15
16 **II. TERM**

17 6. The Court will retain jurisdiction over the subject matter of this Consent
18 Decree, the State, and Defendants for purposes of resolving any disputes regarding
19 Defendants' compliance with this Consent Decree for three (3) years from the entry date
20 of this Consent Decree (the "Monitoring Period").

21 7. The Parties agree that the State has the right to review compliance with this
22 Consent Decree at any time during the Monitoring Period and, subject to the requirements
23 of paragraph, the right to petition the Court for enforcement of this Consent Decree through
24 all available means, including but not limited to litigation in any court with jurisdiction,
25 should it believe that Defendants have failed to comply with any of the terms of this
26 Consent Decree.

27 8. During the Monitoring Period, if the State believes that Defendants have
28 failed to comply with any portion of this Consent Decree, the State shall notify Defendants'

1 attorney of record in writing and/or email (“Deficiency Notice”). Defendants shall have
2 fourteen (14) business days from the mailing date of the Deficiency Notice to cure the
3 alleged deficiencies or otherwise respond to the Deficiency Notice. The State may initiate
4 an enforcement action if Defendants: (1) fail to timely respond to the State’s Deficiency
5 Notice; or (2) fail to timely cure all alleged deficiencies and come into compliance with this
6 Consent Decree.

7 9. Any and all documents, notifications, or other correspondence to Defendants
8 shall be made by electronic mail or U.S. mail to Defendants’ attorney of record, Mark
9 W. Peters, [REDACTED]
10 [REDACTED] or his successor.

11 10. By entering into this Consent Decree, the State does not waive or in any
12 manner limit its right to process and investigate any other charge/complaint of
13 discrimination against Defendants, pending or future, or to seek relief from Defendants
14 in response to any other charge/complaint of discrimination, investigation, or litigation
15 that may be pending or arise in the future, including but not limited to a divisional
16 complaint against Defendants pertaining to any matters except for the matters alleged in
17 the State’s Lawsuit. The Parties do not intend to resolve any administrative complaints of
18 discrimination currently pending before the State and the State does not waive or in any
19 manner limit its right to process or seek relief from Defendants in relation to any other
20 charge/complaint or investigation that may exist or arise in the future. Likewise, by
21 entering into this Consent Decree, Defendants do not waive or in any manner limit their
22 right to contest any alleged deficiencies in complying with this Consent Decree or any
23 defenses to any other charge/complaint of discrimination against them, pending or future.

24
25 **III. RELIEF FOR [REDACTED]**

26 11. Within fifteen days after the entry of this Consent Decree, Sierra Tucson shall
27 pay [REDACTED] the total sum of \$149,522.75 and her attorneys the total sum of
28 \$100,477.25, pursuant to the terms of the [REDACTED] Agreement. The State is not a party to the

1 [REDACTED] Agreement. The State is not a party to the [REDACTED] Agreement and makes no
 2 representation to [REDACTED] or Defendants concerning the tax consequences, if any, of this
 3 provision of the Consent Decree.

4 12. Within five (5) business days of the issuance of any monetary payment to
 5 [REDACTED] Defendants shall email the State proof that the Monetary payment and related
 6 correspondence were delivered to [REDACTED] pursuant to the terms of the [REDACTED] Agreement.
 7

8 **IV. PAYMENT TO THE STATE UNDER A.R.S. § 41-1492.09(C)(1)**

9 13. Within thirty (30) days of the entry of this Consent Decree, Sierra Tucson,
 10 LLC agrees to pay five thousand dollars (\$5,000) to the State pursuant to A.R.S. § 41-
 11 1492.09(C)(1). A check shall be made payable to the Arizona Attorney General's Office
 12 and mailed or delivered to Natalie Trouard, 400 West Congress, South Building, Suite 315,
 13 Tucson, Arizona 85701-1367, or her successor. Defendants are jointly and severally liable
 14 for this payment.
 15

16 **V. INJUNCTIVE RELIEF**

17 **a. Effective Communication**

18 **i. Definitions**

19 14. "Auxiliary Aids and Services" include qualified interpreters provided either
 20 onsite or through video remote interpreting ("VRI") services; note takers; real-time
 21 computer-aided transcription services ("CART"); written materials; exchange of
 22 written notes; telephone handset amplifiers; assistive listening devices; assistive
 23 listening systems; telephones compatible with hearing aids; closed caption decoders;
 24 open and closed captioning, including real-time captioning; voice, text, and video-based
 25 telecommunications products and systems, including text telephones ("TTYs"),
 26 videophones, and captioned telephones, or equally effective telecommunications devices;
 27 videotext displays; accessible electronic and information technology; or other effective
 28 methods of making aurally delivered information available to individuals who are Deaf

1 or Hard of Hearing.

2 15. "Patient" or "Patients" shall be broadly construed to include any individual
3 who is Deaf or Hard of Hearing and is seeking access to, or participating in, the goods,
4 services, facilities, privileges, advantages, or accommodations at Sierra Tucson, whether
5 as an inpatient or an outpatient.

6 16. "Personnel" means all Defendants' employees, full-time and part-time, who
7 have or are likely to have direct contact with Patients regarding Patients' clinical care and
8 treatment.

9 17. "Qualified Interpreter" and "Qualified Interpreters" mean a qualified,
10 licensed, sign language interpreter who, via VRI service or an in-person appearance, is
11 able to interpret effectively, accurately, and impartially, both receptively and expressively,
12 using any necessary specialized vocabulary.

13 18. "Deaf" and "Hard of Hearing" mean having a physical or mental impairment
14 that substantially limits the major life activities of hearing and/or speaking.

15 19. "Assistive Listening Systems" means an amplification system
16 utilizing transmitters, receivers, and coupling devices to bypass the acoustical space
17 between a sound source and a listener by means of induction loop, radio frequency,
18 infrared, or direct-wired equipment.

19 20. "Effective Communication" means the ability of a Deaf or Hard of Hearing
20 person to communicate with, receive information from, and convey information to others
21 in a manner that is equally effective as that of a hearing (i.e., non-Deaf or Hard of Hearing)
22 person.

23 21. "Computer-aided transcription services," "real-time captioning,"
24 or Communication Access Realtime Translation services ("CART") means professional
25 services that provide instant translation of the spoken word into English text using a
26 stenotype machine, notebook computer and real-time software that can be delivered on
27 location or remotely. The text produced by the CART service can be displayed on an
28 individual's computer monitor, projected onto a screen, combined with a video

1 presentation to appear as captions, or otherwise made available using other transmission
2 and display systems.

3 22. “Video Remote Interpreting” or “VRI” means providing a Qualified
4 Interpreter through video in a manner that meets the following requirements: (1) real-time,
5 full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection
6 or wireless connection that delivers high-quality video images that do not produce lags,
7 choppy, blurry, or grainy images, or irregular pauses in communication; (2) a sharply
8 delineated image that is large enough to display the interpreter’s face, arms, hands, and
9 fingers, and the participating individual’s face, arms, hands, and fingers, regardless of his
10 or her body position; (3) a clear, audible transmission of voices; and (4) users of the
11 technology and other involved individuals are adequately trained so that they may quickly
12 and efficiently set up and operate the VRI.

13 **ii. Requirements**

14 23. Defendants shall provide appropriate Auxiliary Aids and Services,
15 including CART and Assistive Listening Systems, where necessary to ensure Effective
16 Communication with Patients. Pursuant to A.R.S. § 41-1492.02(G)(3), Defendants shall also
17 provide Patients who are Deaf or Hard of Hearing with access to and the full and equal
18 enjoyment of the services, privileges, facilities, advantages, and accommodations, as
19 required by the AzDA. Defendants shall not refuse admission to services, privileges,
20 facilities and accommodations because the prospective Patient is Deaf or Hard of Hearing
21 and requires Auxiliary Aids and Services.

22 24. Defendants shall provide Patients any appropriate Auxiliary Aids and Services
23 that are necessary for Effective Communication after making the assessment described in
24 paragraphs 25 and 26 of this Consent Decree. Defendants agree to provide appropriate
25 Auxiliary Aids and Services as soon as practicable without compromising Patient care.

26 25. The determination of appropriate Auxiliary Aids and Services for a Patient,
27 and the timing, duration, and frequency with which they will be provided, will be made by
28 Defendants in consultation with the Patient who requires auxiliary aids and services. This

1 assessment will consider all relevant facts and circumstances, including but not
2 limited to, the Patient's communication skills and knowledge, the nature and complexity
3 of the communication at issue, and the context in which the communication is taking place.
4 During this assessment, Defendants are required to disclose to the Patient accurate
5 information regarding the nature of the care they will provide and the facilities and settings
6 (e.g., auditorium, classroom, or one-on-one setting) in which the Patient's treatment will
7 occur, and, in consultation with the Patient, identify potential Auxiliary Aids and Services
8 that will provide Effective Communication in all circumstances of the Patient's treatment
9 plan, in the services and accommodations available to all Patients, and in the event of an
10 emergency. In cases where the Patient is unfamiliar with the array of auxiliary aids and
11 services available, Defendants will explain the array of options. Defendants are
12 responsible for selecting the Auxiliary Aids and Services that will provide
13 Effective Communication, even when Patients are not familiar with those options.

14 26. The assessment outlined in paragraph 25 must be made during any pre-
15 admission communications with the Patient or their representative, or on the Patient's
16 arrival, whichever is earlier, will be informed by the information collected as described in
17 paragraph 25 as part of each initial inpatient assessment, and documented in the Patient's
18 medical/treatment record. In the event that the initial form of communication is not
19 Effective Communication or circumstances change, further reassessment as to which
20 appropriate Auxiliary Aids and Services are necessary, in consultation with the Patient,
21 where possible, and provision of such aid or service based on the reassessment must occur.

22 27. In the event a request for Auxiliary Aids or Services is made by a Patient less
23 than eight (8) hours before the Patient's appearance for examination or treatment, or the
24 Patient makes no explicit request for Auxiliary Aids or Services by Defendants,
25 Defendants shall provide appropriate Auxiliary Aids or Services as soon as practicable, but
26 no more than three hours from the time the assessment outlined in paragraphs 25 and
27 26 is completed, absent exigent circumstances affecting Patient care which may extend
28 the time.

1 28. Defendants shall consult with the Patient and/or their representative within
2 forty-eight (48) hours of their in-patient treatment, and every five (5) days thereafter, to
3 determine if the Patient is receiving Effective Communication, and, if not, immediately
4 conduct another assessment to determine effective Auxiliary Aids or Services.

5 29. If a Patient is Deaf or Hard of Hearing, the medical chart shall
6 include documentation of the disability, what Auxiliary Aid(s) or Service(s) the Patient
7 uses, and what Auxiliary Aids and Services must be provided, revising the chart
8 as necessary upon reassessments.

9 30. Defendants will designate an Assistive Device Point Person. This Assistive
10 Device Point Person or his or her designee(s) will be on duty and available to staff and
11 Patients during regular business hours, and on-call, seven (7) days a week, to answer
12 questions and provide appropriate assistance regarding immediate access to, and proper
13 use of, the appropriate Auxiliary Aids and Services, including but not limited to
14 Qualified Interpreters, VRI, CART, and Assistive Listening Systems.

15 a. The Assistive Device Point Person and his or her designees shall
16 know where the appropriate Auxiliary Aids and Services are stored and how to operate
17 them and will be responsible for their replacement and distribution. The Assistive Device
18 Point Person will also be responsible for ensuring operability of the Auxiliary Aids and
19 Services.

20 b. Defendants will post prominently in a conspicuous and safe location
21 visible to Patients and Personnel the name and telephone number for the Assistive Device
22 Point Person and/or his or her designee(s).

23 c. The Assistive Device Point Person will be designated by Defendants no
24 later than thirty (30) calendar days after the effective date of this Consent Decree.
25 Defendants will provide notice of such designation to the State.

26 31. Defendants will maintain an Auxiliary Aids and Services Log containing
27 requests for in-person Qualified Interpreters, VRI, CART, and other Auxiliary Aids and
28 Services. The log will contain: (a) the name of the Patient making any requests for

1 Auxiliary Aids and Services; (b) whether the request is for CART, Assistive Listening
2 System or Devices, an in-person Qualified Interpreter, VRI, or other Auxiliary Aids or
3 Services; (c) the time and date the Patient's request was made; (d) the time and date the
4 request was responded to and acted upon by staff after assessing the needs of the Patient;
5 and (e) the type of the Auxiliary Aids or Services provided. If the Patient's requested
6 Auxiliary Aids or Services were not provided, or were provided outside of the timeliness
7 provisions contained in paragraph 27 of this Consent Decree the log shall contain an
8 explanation therefore. Defendants will implement the Auxiliary Aids and Services Log
9 within thirty (30) calendar days of the effective date of this Consent Decree. Within thirty
10 (30) calendar days of the effective date of this Consent Decree, Defendants will provide a
11 copy of the Auxiliary Aids and Service Log to the State, and will make updated copies
12 of the Log available, within seven (7) days of the State's request, to the Attorney
13 General's Office throughout the term of this Consent Decree.

14 32. Defendants will implement a grievance resolution mechanism for the
15 investigation of disputes regarding Effective Communication with Patients. Additionally,

16 a. Defendants will maintain records of all grievances regarding
17 Effective Communication, whether oral or written, along with actions taken in response to
18 each grievance.

19 b. At the time the assessment described in paragraphs 25 and 26 is
20 completed and the Patient advised of the determination regarding any request for reasonable
21 accommodation, Defendants will notify the Patient of the grievance resolution mechanism,
22 how to file a grievance, and their right to receive a written response to the grievance.

23 c. A written response to any grievance shall be completed within thirty
24 (30) days of receipt.

25 d. Copies of all grievances related to provision of Auxiliary Aids and
26 Services for Patients and Defendants' responses thereto will be provided to the Assistive
27 Device Point Person and maintained by Defendants for the entire duration of this Consent
28 Decree.

1 33. All appropriate Auxiliary Aids and Services required by the AzDA and ADA
2 will be provided free of charge to Patients.

3 34. Sierra Tucson will contract with at least one agency to provide Patients with
4 remote CART services that are compliant with the Health Insurance Portability and
5 Accountability Act (HIPAA) within thirty (30) days of entry of this Consent Decree and,
6 thereafter, throughout the term of this Consent Decree.

7 35. In the event of another pandemic or other event requiring patients and staff
8 to wear masks, Defendants will maintain a supply of anti-fogging clear masks, such as Free
9 Clear Masks or Safe n Clear masks, for use when there are Patients who are hard of hearing
10 and use lipreading.

11 **b. Policies and Procedures.**

12 36. Within thirty (30) days of the effective date of this Consent Decree,
13 Defendants shall create or revise nondiscrimination policies and procedures for Sierra
14 Tucson (collectively, "Policies and Procedures") and provide them to the State for review.
15 The Policies and Procedures shall at a minimum: (1) prohibit discrimination based on
16 disability; (2) contain all obligations set forth in Section V of this Consent Decree; (3)
17 provide contact information for the Civil Rights Division; and (4) contain information
18 regarding a Patient's right to State and federal protections from discrimination.

19 37. The State shall review the Policies and Procedures for compliance with this
20 Consent Decree and applicable law, and submit any comments in writing by email to
21 Defendants' counsel of record within fourteen (14) business days after receipt thereof. Any
22 modifications proposed by the State shall be incorporated into Defendants' Policies and
23 Procedures, if appropriate, to meet the minimum requirements of this Consent Decree, the
24 AzDA, or the ADA.

25 38. Within fourteen (14) business days of receiving confirmation from the State
26 that it believes the Policies and Procedures meet the minimum requirements of this Consent
27 Decree, Defendants agree to disseminate the Policies and Procedures to all current
28 Personnel. The Personnel shall acknowledge receipt of the Policies and Procedures and

1 those acknowledgements shall be maintained in the Personnel's human resources file.

2 39. Defendants agree to provide a copy of the Policies and Procedures to all new
3 employees and any other Personnel with authority to make decisions concerning requests
4 for disability-related accommodation for Patients no later than fifteen (15) days after hire.

5 40. Defendants will review Sierra Tucson's Policies and Procedures on an annual
6 basis, for the duration of the Monitoring Period, to ensure compliance with any changes in
7 Arizona or federal civil rights laws. If Defendants seek to modify Sierra Tucson's Policies
8 and Procedures during the Monitoring Period, Defendants shall send all modifications to
9 the state for review and approval.

10 **c. Posting.**

11 41. Within thirty (30) days of finalizing the revisions to its Policies and
12 Procedures, Defendants agree to post and maintain signs (in English and Spanish)—in a
13 conspicuous, safe, well-lighted place frequented by its Patients—stating that
14 discrimination based on disability is prohibited, that Sierra Tucson will provide
15 reasonable accommodations and Effective Communication to Patients with disabilities,
16 and describing the process how Patients may request reasonable accommodations and
17 Auxiliary Aids and Services. Defendants agree to provide the State a photograph
18 confirming the signs are posted within thirty (30) days of posting, and shall include a
19 description of the location of the signs.

20 42. For any rooms in which Assistive Listening Systems are installed to
21 provide Effective Communication, an ADA-compliant sign stating "Assistive
22 Listening System Available" will be prominently placed at the entrance.

23 **d. Training.**

24 43. Within one hundred and eighty (180) days of the effective date of this
25 Consent Decree, Defendants agree to cause Personnel with authority to make
26 decisions concerning Effective Communication and/or requests for disability-related
27 accommodations to be trained on providing appropriate Auxiliary Aids and Services that
28 are necessary for Effective Communication as outlined in Section V of this Consent

1 Decree. The training will also address the requirements of the AzDA and ADA. The
2 training will include, at a minimum, the following:

3 a. an explanation of the anti-discrimination and reasonable
4 accommodation provisions of the AzDA;

5 b. an affirmative statement that discrimination based on disability is
6 unlawful under Arizona and federal laws and is strictly prohibited;

7 c. a discussion regarding Effective Communications and reasonable
8 accommodations, the interactive process for accommodations, and disability
9 discrimination prohibitions under the AzDA and federal laws;

10 d. The obligation to provide Effective Communication and Policies
11 and Procedures, as outlined in Section V of this Consent Decree;

12 e. Examples and demonstration of the types of Auxiliary Aids and
13 Services for Patients who are Deaf, Hard of Hearing, or Deaf/blind;

14 f. Scenarios describing how to recognize and appropriately respond
15 to disability discrimination and requests for auxiliary aids or services and reasonable
16 accommodation by Patients, a representative on Patients' behalf, or a companion;

17 g. Scenarios describing how to recognize and appropriately assess
18 the communication needs of Patients who are Deaf and Hard of Hearing and with the
19 Patient's input, to determine the appropriate Auxiliary Aids and Services;

20 h. The contact information and details for internal and external
21 mechanisms for requesting reasonable accommodation and Auxiliary Aids and Services
22 and complaining of disability discrimination.

23 44. The training shall consist of at least one hour of instruction, including a
24 question-and-answer period. If there are costs associated with the trainings,
25 Defendants shall be responsible for those costs. The training may be conducted virtually,
26 provided that the virtual training meets the minimum requirements included in this Section
27 and its subparts.

28 45. For purposes of this Consent Decree, a qualified trainer is the Arizona

1 Commission on the Deaf and Hard of Hearing or an agency or person that is approved
2 by the State and knowledgeable about the anti-discrimination and reasonable
3 accommodation requirements for places of public accommodation under state and federal
4 civil rights laws (including but not limited to Defendants' counsel in this action) and was
5 not one of the Personnel involved in the acts alleged as discriminatory by the State or

6 [REDACTED]
7 46. Throughout the Monitoring Period, Defendants shall require new employees
8 and any other Personnel with authority to make decisions concerning Effective
9 Communication and/or requests for auxiliary aids and services for Patients who were hired
10 or promoted after the date of the initial training to view a recording of the training and
11 receive all written materials from this training within thirty (30) days of hire or promotion.

12 47. In addition to the training set forth in this Section, during the Monitoring
13 Period, Sierra Tucson's ADA/504 Coordinator shall complete annual training on Auxiliary
14 Aids and Services and Effective Communication, including all topics described in
15 paragraph 43 of this Consent Decree, and any updates to the ADA and AzDA. Sierra
16 Tucson shall submit the Coordinator's acknowledgement form to the State upon
17 completion.

18 **e. Recordkeeping and Monitoring.**

19 48. Defendants shall maintain all material records concerning implementation
20 of the obligations under this Consent Decree and their compliance with this Consent Decree
21 throughout the Monitoring Period. During the Monitoring Period, Defendants shall
22 maintain and keep available for inspection and copying by the State, all material records
23 relating to all requests by Patients for Effective Communication or hearing-related
24 reasonable accommodations. Material records include, but are not limited to, reasonable
25 accommodation policies and procedures, requests received for hearing-related
26 reasonable accommodations from any Patient and communications with that Patient
27 regarding the request, Patients' medical files, and notice and documentation of the training
28 required under this Consent Decree.

1 49. Within one hundred and eighty (180) days of the date of this Consent
2 Decree, Defendants shall make a written report to the State outlining their compliance with
3 the Consent Decree, including supplying documentation that demonstrates compliance,
4 such as training records and, copies of check(s). After the initial report, Defendants shall
5 report every one hundred and eighty (180) days thereafter for the remainder of the
6 Monitoring Period. The Report shall include, for the period covered by the Report:

7 a. An attestation that Defendants have, for the Monitoring Period,
8 complied with all requirements of the Consent Decree;

9 b. Copies of the attendance logs maintained for the training(s), for the
10 instant reporting period, as required in this Consent Decree, which include the date, time,
11 and location of the training and a list of the names and positions of the individuals who
12 attended the training;

13 c. A copy of the Auxiliary Aid and Services Log, described above, for the
14 time instant reporting period;

15 d. A copy of the written Policies and Procedures in the initial report
16 and updates or revisions of the Policies and Procedures, if any, made in all subsequent
17 reporting periods to date;

18 e. Copies of the Policies and Procedures referenced in this Consent
19 Decree signed by employees acknowledging receipt; and

20 f. Notification regarding any lawsuits, written grievances, and/or
21 charges of discrimination, alleging any violation of the AzDA. For each lawsuit, written
22 grievances, and/or charge, Defendants shall provide the date of the complaint, the name
23 of the complainant, the resolution of the complaint, if any, and the date of resolution, if
24 applicable. If no lawsuits, written grievances or charges were made during the period,
25 Defendants shall attest that they have reviewed their files and confirm that there is no
26 responsive information.

27 ...

28 ...

1 **VI. GENERAL PROVISIONS**

2 50. The State reserves the right to enforce any and all alleged violations of law,
3 during and after the Monitoring Period, through all available means, including but not
4 limited to, litigation in any court with jurisdiction.

5 51. All attestations, letters, reports, copies of notices, policies, procedures, and
6 other documents required by this Consent Decree shall be delivered via U.S. mail or email
7 to: Arizona Attorney General's Office, Division of Civil Rights Section, c/o Natalie
8 Trouard, 400 West Congress, South Building, Suite 315, Tucson, Arizona 85701-1367 or
9 by e-mail to natalie.trouard@azag.gov, or her successor.

10 52. There will be no modification of this Consent Decree without the written
11 consent of all the Parties and the further order of the Court. In the event of a material change
12 of circumstances, Defendants and the State agree to make a good faith effort to resolve the
13 matter. If the Parties are unable to reach agreement, any party may ask the Court to make
14 such modifications as appropriate.

15 53. Nothing in this Consent Decree shall be construed as an approval by the
16 Attorney General, the Court, the State of Arizona, or any agency thereof of Defendants'
17 past, present, or future conduct. Defendants must not represent or imply that the Attorney
18 General, the Court, the State of Arizona, or any agency thereof has approved or approves
19 of any of Defendants' actions or any of Defendants' past, present, or future business
20 practices. Nothing in this Consent Decree shall in any way be construed as an admission
21 by any Defendant of a violation of any federal, state, or local statute or regulation, or a
22 violation of any right of [REDACTED] or any other person.

23 54. This Consent Decree does not limit the rights of any private party, including
24 [REDACTED] to pursue any remedies against Defendants as allowed by law except those settled
25 between [REDACTED] and Defendants through the [REDACTED] Agreement.

26 55. This Consent Decree is final and binding on the present and future officers,
27 directors, managers, supervisors, agents, heirs, assigns, successors, successors in interest,
28 receivers, trustees in bankruptcy, and personal representatives of Defendants. Defendants

1 have a duty to inform any successor in interest of the obligations of this Consent Decree.
2 During the Monitoring Period, Defendants, and any successors of the Defendants, shall
3 provide a copy of this Consent Decree to any organization or person who proposes to
4 acquire or merge with any of the Defendants, or any successor of any Defendant, prior to
5 the effectiveness of any such asset sale, acquisition, or merger. This Section shall not be
6 deemed to limit any remedies available to the State or this Court in the event of any finding
7 by the Court regarding any Defendant's violation of this Consent Decree or any of
8 Defendants' defenses thereto.

9 56. Nothing in this Consent Decree shall be construed to limit the State from
10 bringing a lawsuit to enforce this Consent Decree in the event that Defendants fail to
11 perform any promises contained herein.

12 57. If any portion of this Consent Decree is determined by any court to be
13 unenforceable, or is held invalid by operation of law, the other provisions of this Consent
14 Decree will not be affected and will remain in full force and effect.

15 58. Failure by any party to seek enforcement of this Consent Decree pursuant to
16 its terms with respect to any provision or instance shall not be construed as a waiver to
17 such enforcement with regard to other instances or provisions.

18 59. The State may take all steps permitted by this Consent Decree and law to
19 monitor Defendants' compliance with this Consent Decree.

20 60. This Consent Decree constitutes the entire agreement between the State and
21 Defendants on the matters raised in the State's Lawsuit and there are no representations,
22 agreements, arrangements, or understandings, oral or written, between the State and
23 Defendants relating to the subject matter of this Consent Decree which are not fully
24 expressed herein. No other statement, promise, or agreement, either written or oral, made
25 by any party or agents of any party, that is not contained in this Consent Decree, including
26 its attachments, shall be enforceable.

27 61. This Consent Decree does not remedy any other violations of the AzDA or
28 any other law that is not specifically addressed in the Litigation and this Consent Decree.

1 This Consent Decree does not negate or otherwise minimize Defendants' continuing
2 responsibilities to comply with all aspects of the AzDA, or in any way affect the State's
3 rights and responsibilities to investigate and/or prosecute any administrative complaint of
4 discrimination against Defendants based on facts not specifically addressed in the
5 Litigation and this Consent Decree.

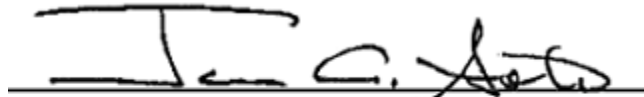
6 62. This Consent Decree will be governed in all respects by the laws of the State
7 of Arizona.

8 63. The State, [REDACTED] and Defendants will bear their respective attorneys' fees
9 and costs incurred in this Litigation up to the date of entry of this Consent Decree.

10
11 **VII. EFFECTUATING CONSENT DECREE**

12 64. The Parties agree to the entry of this Consent Decree upon final approval by
13 the Court. The effective date of this Consent Decree will be the date that it is entered by
14 this Court.

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16 Dated this 23rd day of January, 2025.

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20 Honorable James A. Soto
21 United States District Judge
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