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I

A. La Paloma agrees to sponsor Haley in an internship with La Paloma arranged through an institution of higher learning, which internship shall begin within two years of the date of the execution of this Agreement. In the alternative, should Haley not enroll or reenroll in an institution of higher learning that requires internships, La Paloma agrees to have Haley serve as a volunteer for six months with La Paloma provided that such volunteer service is arranged through a volunteer organization, and also provided that it begins within two years of the date of execution of this settlement agreement.

B. Within 120 days of the execution date of this Agreement, La Paloma will create, modify, or confirm in writing that it has, a policy that prohibits discrimination based on disability. At a minimum, the policy will include the following:

- a statement of La Paloma's commitment to providing reasonable accommodations to employees and applicants so long as they do not impose an undue burden;
- an explanation about how an employee or applicant triggers the interactive process to discuss accommodations with La Paloma;
- the nature and requirements of the interactive process;
- a list of resources, including the Job Accommodation Network, Direct Center for Independence, the Pacific ADA Center (aka the Pacific Disability and Business Technical

1 Assistance Center - DBTAC), and the Arizona Commission for
2 the Deaf and Hard of Hearing, for La Paloma and employees or
3 applicants to obtain information about possible reasonable
4 accommodations; and

5 > a definition and examples of reasonable accommodations.

6 If modifications or revisions are necessary, La Paloma will
7 implement the new or revised policy and publish it to its
8 employees in the same manner that it publishes revised or new
9 employment policies.

10 C. Within 120 days of the execution date of this Agreement, La
11 Paloma agrees to post and maintain a notice on its website
12 <www.lapalomakids.org> that states that La Paloma is an equal
13 opportunity employer that does not discriminate on the basis of
14 race, age, color, national origin, gender, religion, disability
15 or genetic information and that, upon request, La Paloma provides
16 reasonable accommodations to applicants and employees who are
17 qualified individuals with disabilities requiring reasonable
18 accommodation, unless doing so would result in an undue hardship.
19 The equal employment opportunity statement will include a
20 hyperlink that links to the reasonable accommodation policy,
21 which was referred to in paragraph I(B).

22 D. Within 120 days of the execution date of this Agreement, La
23 Paloma and each of its current managers and supervisors will
24 receive training on the employment provisions of the Americans
25 with Disabilities Act and the Arizona Civil Rights Act, including
26

1 but not limited to the interactive process and the reasonable
2 accommodation provision and training about deafness, hearing
3 loss, specific accommodations for persons with hearing loss or
4 deafness, and effective communication techniques and technology
5 for communication with applicants and employees who are deaf or
6 hard of hearing. For purposes of this Agreement, a qualified
7 trainer for the legal portion of the training is La Paloma's
8 counsel and a qualified trainer about deafness, hearing loss, and
9 accommodations for this group includes specialists from the
10 Arizona Commission for the Deaf and Hard of Hearing or another
11 similar governmental or public interest agency. The training
12 will consist of at least two hours of instruction. If there are
13 costs associated with such training, La Paloma will pay for those
14 costs.

15 E. Within 120 days of the effective date of this Agreement, La
16 Paloma agrees that members of its management will meet with two
17 social service agencies providing residential services in
18 Southern Arizona that successfully employ or have employed
19 individuals who are deaf to discuss how to integrate and
20 accommodate individuals with these disabilities in the workplace.
21 For purposes of compliance with this Agreement, La Paloma may
22 consult with Tucson Residence Foundation, Intermountain Centers
23 for Human Development, and/or Blake Foundation.

24 F. La Paloma will pay the sum of \$15,000 to Haley, within thirty
25 days of the execution of this Agreement.

26

1 c. Defendant agrees to provide the State-by delivering a copy to the
2 Ninth Circuit mediator Roxane Ashe whose office will forward it
3 to the State—a statement or affidavit, including supporting
4 documentation that demonstrates that La Paloma is in compliance
5 with the terms and conditions of this Agreement. Defendant will
6 deliver the statement or affidavit to Ms. Ashe, or her successor,
7 within fourteen days after satisfaction of all of the obligations
8 in this paragraph. The Ninth Circuit Mediation Office has agreed
9 to be an intermediary to receive and deliver La Paloma's
10 statement or affidavit and supporting documentation regarding the
11 completion of the non-monetary terms of the settlement.

12 In exchange for the promises and consideration set forth in
13 paragraph I, the State agrees to refrain from further prosecuting or
14 appealing this Lawsuit upon execution of this Agreement. The State
15 has the right to make reasonable inquiry regarding compliance with
16 this Agreement. The State further has the right to institute
17 litigation in any court with jurisdiction should Defendant fail to
18 comply with promises and consideration set forth in this Agreement.

19 III

20 This Agreement will not constitute or evidence an admission
21 by La Paloma that an employment practice made unlawful by A.R.S. §41-
22 1461 *et seq.* occurred nor should such an inference be made.

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IV

This Agreement and the "Separate Settlement Agreement and General Release," to which only Haley and La Paloma are parties, together constitute the entire Agreement between the parties.

VI

The parties agree to pay their own attorneys' fees and costs that accrued during the course of litigation and the filing of the appeal, if any. La Paloma also specifically releases the State and Haley from any obligation to pay the award of costs of \$13,240.76 taxed by the Clerk of the District Court for the Defendant on November 30, 2010.

VII

This Agreement will not become effective until it has been signed by the State's representative.

VIII

This Agreement may be executed in two or more counterparts, each of which will be deemed an original.

IX

The parties represent that they have read this Agreement in its entirety, have had an opportunity to consult with counsel of their own choice, are satisfied that they understand and agree to all of its provisions, and have freely signed the Agreement without coercion.

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X

This Agreement will be binding on the heirs, assigns, successors, successors-in-interest, receivers, trustees in bankruptcy, and personal representatives of the parties hereto.

XI

Haley and La Paloma agree that this Agreement will not be made public. The State will not make this Agreement public unless the Attorney General determines that disclosure is required by law or to further the purposes of the Arizona Civil Rights Act.

5/3/11
Date

By Linda Haley
Linda Haley
Intervenor Plaintiff

5/4/11
Date

By David T. Bradley
David T. Bradley
Chief Executive Officer
La Paloma Family Service, Inc.
Defendant

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
CIVIL RIGHTS DIVISION

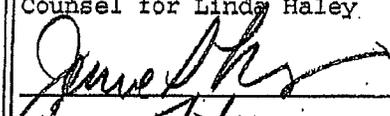
5/4/11
DATE

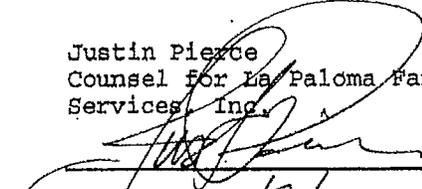
Cathleen M. Dooley
Rose Daly-Rooney
Cathleen Dooley
Assistant Attorneys General

1 Approved as to form:

2 J. Sandy Forbes
3 Counsel for Linda Haley

Justin Pierce
Counsel for La Paloma Family
Services, Inc.

4 
5 Date: 5/3/11

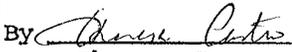

Date: 5/9/11

6
7 Executed copy mailed/hand-delivered
on 16th day of May, 2011, to:

8 Justin S. Pierce, Esq.
9 Jackson Lewis, LLP
10 2398 East Camelback Road,
Suite 1060
11 Phoenix, AZ 85016
Defendant's counsel

12 J. Sandy Forbes
Amanda Damianakos
13 Waterfall Economidis Caldwell Hanshaw & Villamana, P.C.
5210 East Williams Circle, Suite 800
14 Tucson, AZ 85711-4473
Intervenor Plaintiff's counsel

15 Roxane G. Ashe, Circuit Mediator
16 United States Court of Appeals for the Ninth Circuit
95 Seventh Street
17 P.O. Box 193939
18 San Francisco, California 94119-3939

19 By 
Theresa Castro
20 1791679