

Lakilia Ahmed,

Charging Party,

v.

Tucson Recovery Villa Maria formerly known
as Unhooked Recovery, Inc. d/b/a Unhooked
Recovery Villa Maria,

Respondent.

CRD NO. CRD-2020-0026

EEOC NO. 35A-2020-00185C

**CONCILIATION AGREEMENT
(Post-Finding)**

1. BACKGROUND

1.1. On January 7, 2020, Lakilia Ahmed (“Ahmed” or “Charging Party”) filed a Charge of Discrimination (“Charge”) with the Civil Rights Division of the Arizona Attorney General’s Office (the “Civil Rights Division”) against Respondent Tucson Recovery Villa Maria formerly known as Unhooked Recovery, Inc. d/b/a Unhooked Recovery Villa Maria (“Respondent”) alleging that Respondent engaged in unlawful discrimination when it subjected Ahmed to different terms, conditions, and privileges of employment based on race and retaliated against Ahmed for engaging in protected activity in violation of the Arizona Civil Rights Act (“ACRA”). Ahmed’s Charge was dual filed with the Equal Employment Opportunity Commission (“EEOC”) under Title VII of the Civil Rights Act of 1964 (“Title VII”).

1.2. The Civil Rights Division investigated the complaint under the authority granted by the ACRA, A.R.S. § 41-1401 et seq.

1.3. The ACRA prohibits covered employers from discriminating against individuals on the basis of race and makes it unlawful for an employer to discharge any individual or otherwise to discriminate against any individual in the terms and conditions of employment because of the individual’s race. A.R.S. § 41-1463(B)(1).

1.4. The ACRA further prohibits covered employers from retaliating against any employee because that employee has opposed any practice which the employee reasonably believes is an unlawful employment practice under the ACRA or has made a charge, testified, assisted or participated in any manner in an investigation, proceeding or hearing before the Division. A.R.S. § 41-1464(A).

1.5. Upon completion of its investigation into Ahmed's Charge, the Civil Rights Division determined there was reasonable cause to believe Respondent discriminated against Ahmed by subjecting her to different terms, conditions, or privileges of employment because of her race, and discharged her from employment because she opposed an unlawful employment practice, in violation of the ACRA, A.R.S. §§ 41-1463, 41-1464.

1.6. The Civil Rights Division issued a Reasonable Cause Determination on December 2, 2020.

1.7. This Post-Finding Conciliation Agreement ("Agreement") does not constitute an admission by the Respondent that any act, omission, policy, or practice made unlawful by A.R.S. § 41-1461 et seq. occurred, nor should any such inference be drawn.

1.8. Charging Party and Respondent will also execute a private settlement agreement entitled, "Release and Waiver Agreement," containing terms consistent with this Agreement but with additional terms, to which the Division is not a party.

2. AGREEMENT

2.1. This Agreement is made between the Civil Rights Division, Lakilia Ahmed, and Respondent (collectively, the "Parties"). A charge of unlawful discrimination having been filed by Ahmed against Respondent pursuant to A.R.S. §§ 41-1463 and 41-1464, and the Civil Rights Division having found reasonable cause to believe the discrimination occurred, the Parties have conferred and hereby voluntarily agree to and do resolve the issues in the Charge on the following terms:

2.2. Subject to Respondents' fulfillment of the obligations set forth in this Agreement, the Civil Rights Division agrees to waive its right to file a civil lawsuit based on the matters raised in CRD-2020-0026. However, the Division retains its right to bring, investigate, or litigate any other complaint against Respondent; file a Divisional complaint against Respondent pertaining to any matters except for the matters alleged in CRD-2020-0026; and to file an enforcement action should it believe that Respondent has not complied with the terms of this Agreement. Upon Respondent's fulfillment of the obligations set forth in this Agreement, the Civil Rights Division agrees to close complaint CRD-2020-0026.

2.3. Respondent and its managers, supervisors, officers, and directors agree to abide by the ACRA.

2.4. Respondent agrees that its managers, supervisors, officers, and directors will not engage in any discrimination or retaliation of any kind against Ahmed or against any other person because he/she has opposed any practice reasonably believed by him/her to be unlawful under A.R.S. §41-1461 et seq., or because he/she has filed a complaint, given testimony or

assistance, or participated in any manner in any investigation or proceeding under the ACRA or Title VII.

2.5. Having participated in conciliation, the Civil Rights Division, Ahmed, and Respondent wish to resolve the allegations raised in the Charge without resorting to the expense and uncertainty of litigation and have, therefore, entered into this Agreement.

2.6. The Parties agree to be bound by this Agreement and to not contest whether it was validly entered into in any subsequent proceeding to implement or enforce its terms.

2.7. Nothing in this Conciliation Agreement shall be construed to preclude the Civil Rights Division or Ahmed from bringing a lawsuit to enforce this Conciliation Agreement in the event that Respondent fails to perform promises contained herein.

2.8. Nothing in this Conciliation Agreement shall be construed to limit or reduce Respondent's obligation to comply with the ACRA.

2.9. This Conciliation Agreement does not affect the Civil Rights Division's right to bring, investigate, or litigate other charges that may be in existence or may arise against Respondent in accordance with the statutes enforced by the Civil Rights Division.

3. SPECIFIC REMEDIAL RELIEF FOR AHMED

3.1. Monetary Compensation. Within twenty-one (21) days after Ahmed executes the separate Release and Waiver Agreement, Respondent will pay Ahmed a total monetary settlement of \$75,000, in accordance with Ahmed and Respondent's separate Release and Waiver Agreement.

3.2. The payments described in 3.1 will be delivered to Ahmed or her attorney, as specified in Ahmed and Respondent's Release and Waiver Agreement.

3.3. The parties acknowledge that the Division makes no representation to any party concerning the tax consequences of the monetary settlement between Ahmed and Respondent.

3.4. Respondent will not condition the receipt of individual relief upon Ahmed's agreement to (a) maintain as confidential the facts and/or allegations underlying her charge and complaint; (b) waive her statutory right to file a charge with any governmental agency; or (c) refrain from reapplying for a job with Respondent.

3.5. Within five business days of issuance of the check(s), Respondent will furnish a copy of the check(s) and related correspondence to Kristi Mehes or her successor at the Arizona Civil Rights Division, 400 W. Congress, Suite S-315, Tucson, Arizona 85701, and/or Kristi.Mehes@azag.gov.

3.6 Employment-Related Reference. Respondent will provide references for Ahmed in the same manner that it provides employment-related references to other employees who left Respondent's employment on good terms.

3.7 Resignation to Replace Termination. Upon the effective date of this Agreement, Respondent will update its employment records to reflect that Ahmed resigned her employment with Respondent as of November 7, 2019, as set forth in the Release and Waiver Agreement. .

4. **EQUITABLE RELIEF**

4.1 Anti-Discrimination, Anti-Harassment, and Anti-Retaliation Policies and Procedures.

(a) Within forty-five (45) days of the effective date of this Agreement, Respondent agrees to create written policies and procedures that: (i) prohibit discrimination based upon race, disability, national origin, color, sex, religion, genetic testing and age as provided by ACRA and federal employment discrimination laws; (ii) prohibit harassment based on race, disability, national origin, color, sex, religion, genetic testing or age; (iii) prohibit retaliation against any employee or applicant for engaging in protected activity under ACRA and federal employment discrimination laws; and (iv) affirm Respondent's commitment to provide a work environment free of harassment.

(b) At a minimum, Respondent's anti-discrimination, anti-harassment, and anti-retaliation policies and procedures contain: (i) information stating an employee and applicant's right to protections from discrimination, harassment, and retaliation; (ii) examples of the type of workplace conduct that is inappropriate; (iii) a specific commitment to these anti-discrimination, anti-harassment, and anti-retaliation policies; (iv) a statement that unlawful discrimination, harassment, and retaliation violates ACRA and federal civil rights laws; (v) a designated process by which an employee or applicant can internally file a complaint regarding issues of alleged discrimination, harassment, and/or retaliation to any member of Respondent's management or Respondent's ownership group(s); (vi) directions to any employee who witnesses discrimination and/or harassment to report such conduct to management and/or ownership; (vii) instructions on how to file a complaint of discrimination or retaliation with Respondent's management and ownership group(s); and (viii) contact information, including addresses, websites, and phone numbers for the agencies that enforce the ACRA and Title VII, Arizona Civil Rights Division and the Equal Employment Opportunity Commission..

(c) Respondent's anti-discrimination, anti-harassment, and anti-retaliation policies and procedures, as described in Sections 4.1(a) and (b), are included in its Employee Handbook.

(d) Within sixty (60) days of the Effective Date of this Agreement, Respondent agrees to provide the anti-discrimination, anti-harassment, and anti-retaliation policies and procedures for review and approval to Kristi Mehes or her successor at the Arizona Civil Rights Division, 400 W. Congress, Suite S-315, Tucson, Arizona 85701, and/or Kristi.Mehes@azag.gov.

(e) Initial Notice of Policies. Within thirty (30) days of receiving approval of its policies and procedures by the Civil Rights Division, Respondent agrees to notify all of Respondent's current employees about each policy and procedure in writing. Respondent will obtain written acknowledgement of each employee's receipt of the written policies and procedures. Respondent will maintain copies of the executed employee acknowledgement forms in the employees' personnel files.

(f) Notice of Policies. Respondent will provide a copy of its anti-discrimination, anti-harassment, and anti-retaliation policies and procedures to all new employees within thirty (30) days of hire. Respondent will obtain a written acknowledgement of each employee's receipt of the anti-discrimination, anti-harassment, and anti-retaliation policies and procedures. Respondent will maintain copies of the executed employee acknowledgement forms in the employees' personnel files.

(g) Respondent shall review, revise, and disseminate its anti-discrimination, anti-harassment, and anti-retaliation policies and procedures annually, to the extent there are substantive changes in Respondent's policies and procedures and/or Arizona or federal employment law.

(h) Respondent's orientation process for all new employees shall include a discussion of Respondent's anti-discrimination, anti-harassment, and anti-retaliation policies and procedures.

4.2. Training. Within ninety (90) days of the effective date of this Agreement, Respondent will provide an interactive training by a qualified trainer to Respondent's current employees, managers, assistant managers, supervisors, and human resource personnel.

(a) The training will include, at a minimum, the following topics: (i) the anti-discrimination provisions of the ACRA and Title VII; (ii) the anti-harassment and hostile work environment provisions of the ACRA and the ADA; (iii) information about how to identify discrimination and harassment in the workplace and whom to report it to; (iv) sensitivity towards other races; (v) the dissemination of the Civil Rights Division's anti-discrimination pamphlet (attached hereto) to each attendee; and, (vi) the anti-retaliation provisions of the ACRA and Title VII and internal and external mechanisms for complaining about workplace discrimination.

(b) For purposes of this Agreement, a qualified trainer means an attorney or another qualified individual knowledgeable about race discrimination and retaliation prohibited by the

ACRA and Title VII. The training may be conducted in one or more training sessions to accommodate the scheduling demands of Respondent's business. The training for employees shall describe all policies discussed herein and consist of at least one (1) hour of instruction, including a question and answer period. The training for supervisors, managers, and human resource staff shall consist of at least two (2) hours of instruction, including a question and answer period. For the term of the Agreement, Respondent will require new employees, supervisors, managers, and human resource staff hired or promoted after the date of this training to view a recording of their respective training and receive any written materials from this training within sixty (60) days of hire.

(c) Annual Training: Respondent will review its policies, procedures, on annual basis to ensure compliance with any changes in Arizona or federal employment law. In addition to the training set forth in Section 4.2(b), during the term of this Agreement Respondent's employees, supervisors, managers, and human resource staff shall complete annual training, consisting of at least one (1) hour of instruction. The annual training shall include all topics described in Section 4.2(a).

(d) If there are costs associated with the training(s), Respondent will be responsible for those costs.

(e) Respondent shall maintain attendance logs for the trainings. Such logs shall contain at a minimum: (i) the date, time, and location of the training; (ii) a list of the names and positions of all training attendees; and (iii) the name of the agency or individual presenting the training.

(f) Respondent shall provide an initial copy of the training materials, as well as the name of the trainer, to Kristi Mehes or her successor at the Arizona Civil Rights Division, 400 W. Congress, Suite S-315, Tucson, Arizona 85701, and/or Kristi.Mehes@azag.gov for the Civil Rights Division's approval at least two (2) weeks prior to the commencement of any training provided pursuant to this Agreement. Within five (5) business days of receipt, the Civil Rights Division will respond with approval or necessary modifications.

4.3 Respondent agrees that Kimberly Simpson ("Simpson") and Steve Hunt ("Hunt") are no longer employed at any of Respondent's facilities. Should Simpson and/or Hunt be deemed eligible for re-hire, (a) they shall not have supervisory authority until they complete the training in Paragraph 4.2 of this Post-Finding Conciliation Agreement; (b) Simpson and/or Hunt must also sign and submit an acknowledgment of the policies and procedures implemented in accordance with this Agreement; and (c) Simpson and Hunt will not train any employees regarding Respondent's policies described in Section 4.1.

4.4 Poster. Respondent agrees that it shall keep posted at all times in a conspicuous well-lighted place frequented by its employees and applicants for employment, in all locations it maintains and operates within the State of Arizona, a poster available from www.eeoc.gov, in

English and Spanish, that states discrimination and harassment in employment based on race, color, religion, age (40 and older), sex, national origin, genetic information, and disability is prohibited. Respondent shall provide the State with a photograph of this poster within ten (10) business days of the effective date of this Conciliation Agreement.

5. MONITORING AND ENFORCEMENT OF THE AGREEMENT

5.1. Within one hundred and twenty (120) days of the date of this Agreement, Respondent will make an initial written report to the Civil Rights Division outlining its compliance with the Agreement, including supplying documentation that demonstrates compliance, such as training records, copies of check(s), and copies of relevant personnel action forms. After the initial report, Respondent will report every six months thereafter for the duration of the Agreement. Each Report shall include, for the period covered by the Report:

(a) A specific acknowledgment that Respondent has, for the instant reporting period, complied with the requirements of the Agreement;

(b) Copies of the attendance logs maintained for the training(s) required in this Agreement;

(c) A copy of the written policies or procedures in the initial report and updates or revisions of the policies, if any, in future reports.

(d) A copy of the Employee Acknowledgement Forms for receiving policies or procedures referenced in this Agreement and a specific acknowledgment that the forms have been returned from all the current employees (in the first report) and have been returned by new hires (in subsequent reports).

(e) Notification regarding any lawsuits, or charges filed with a government agency alleging that Respondent engaged in unlawful race discrimination or harassment under the ACRA and/or Title VII. Such notice will include, at a minimum, a description of the nature of the allegations, the names of the individuals bringing the allegations, and a copy of the complaints, lawsuits, or charges.

(f) All letters or reports, copies of checks, notices, revised policies and procedures, and other such documents required by this Agreement shall be delivered via mail, electronic transmission, or fax (with original letters or reports) to Kristi Mehes or her successor at the Arizona Civil Rights Division, 400 W. Congress, Suite S-315, Tucson, Arizona 85701, and/or Kristi.Mehes@azag.gov.

5.2. The Parties agree that the Civil Rights Division reserves the right and can review compliance with this Agreement at any time. The Civil Rights Division further has the right to enforce the Agreement through all available means, including but not limited to, litigation in any court with jurisdiction should Respondent fail to comply with any of the terms of this

Agreement. If the Civil Rights Division believes that this Agreement or any portion of it has been violated, it will raise its concerns with the Respondent and the Civil Rights Division and Respondent will attempt to resolve those concerns in good faith. The Civil Rights Division will give Respondent thirty (30) days from the date it notifies them of any breach of this Agreement to cure that breach before initiating an enforcement action.

6. TERM

6.1 Provided the Respondent has timely complied with all obligations set forth in this Agreement, the duration of this Agreement will be three (3) years from the effective date; however, the obligations of Respondent set forth in Sections 4.1(a-c) and (f-h) of this Agreement shall remain in effect and any remedies for the breach of such obligations shall survive the expiration or termination of this Agreement. The State reserves the right to enforce Sections 4.1(a-c) and (f-h) **during the term of this Agreement and after the termination or expiration of this Agreement** through all available means, including but not limited to, litigation in any court with jurisdiction should Respondent fail to comply.

7. GENERAL PROVISIONS

7.1. This Agreement may be signed in counterparts, including facsimile copies, and when so signed, each counterpart shall be deemed an original and all counterparts shall constitute one instrument. The Parties agree, however, that they will also execute original documents and promptly send them to the Civil Rights Division so that it may have an entire set of original documents.

7.2. By signing this Agreement, Ahmed and Respondent waive any rights they may have to appeal to the EEOC for a Substantial Weight Review of this EEOC Charge Nos. 35A-2020-00185C.

7.3. This Agreement is final and binding on the present and future directors, officers, managers, agents, heirs, assigns, successors, successors-in-interest, receivers, trustees in bankruptcy, and personal representatives of Respondent. Respondent has a duty to inform any successor in interest of the obligations of this Agreement. During the term of this Agreement, Respondent, and any successors of Respondent, shall provide a copy of this Agreement to any organization or person who proposes to acquire or merge with the Respondent during the term of this Agreement, or any successor of the Respondent, prior to the effectiveness of any such asset sale, acquisition, or merger. This Paragraph shall not be deemed to limit any remedies available to the Civil Rights Division and Ahmed in the event of any finding regarding violation of this Agreement.

7.4. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect.

7.5. Failure by any party to seek enforcement of this Agreement pursuant to its terms with respect to any provision or instance shall not be construed as a waiver to such enforcement.

7.6. The Parties 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 this Agreement without coercion.

7.7. A signatory to this document in a representative capacity for each party represents that he or she is authorized to bind that party to this Agreement.

7.8. This Agreement, as well as Ahmed's and Respondent's separate Release and Waiver Agreement, constitute the agreements between the Civil Rights Division, Ahmed, and Respondent on the matters raised herein and no other statement, promise or agreement, either written or oral, made by any party or agents of any party, that is not contained in this written agreement, including its attachments, shall be enforceable.

7.9. This Agreement is not intended to remedy any other potential violations of the ACRA or any other law that is not specifically addressed in this Agreement.

7.10. This Agreement does not limit or alter Respondent's continuing duty to comply with all aspects of the ACRA.

7.11. The effective date of this Agreement is the date the Agreement has been reviewed and signed by a Division representative. The Division representative will be the last party to sign the Agreement.

7.12. The Agreement may be made public if the Attorney General determines that disclosure is required to further the purposes of the Arizona Civil Rights Act.

1/4/2021
Date

By Zakilia Ahmed
Zakilia Ahmed
Complainant

Date

By _____
David W. DeRuschia,
Executive Director

Tucson Recovery Villa Maria formerly
known as Unhooked Recovery Villa Maria
Respondent

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Date

1.5.21

Date

By _____

Lakilla Ahmed
Complainant

By _____


David W. DeRusula,
Executive Director

Tucson Recovery Villa Maria formerly
known as Unhooked Recovery Villa Maria

Respondent

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
DIVISION OF CIVIL RIGHTS SECTION

1/5/2021
Date


Rebekah Browder
Chief Counsel
2005 N. Central
Phoenix, Arizona 85004

Executed copy mailed/hand-delivered
On 6th day of Jan., 2021, to:

Lakilia Ahmed
c/o Merle Joy Turchik, Esq.
TURCHIK LAW FIRM, P.C.
Tucson, AZ 85719
merle@turchiklawfirm.com
Attorney for Complainant

Tucson Recovery Villa Maria formerly
known as Unhooked Recovery Villa Maria
c/o Jeffrey Toppel
JACKSON LEWIS P.C.
2111 E. Highland Ave.
Suite B-250
Phoenix, AZ 85016
Jeffrey.Toppel@jacksonlewis.com
Attorney for Respondent

By Frankie Hensley
Name of Preparer
Frankie Hensley