

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

UNITED STATES EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,

Plaintiff,

v.

ACARE HHC d/b/a FOUR SEASONS
LICENSED HOME HEALTH CARE,

Defendant.

Civil Action No.: 1:23-cv-05760
(NCM)(RML)

CONSENT DECREE

This action was filed on July 31, 2023, by Plaintiff United States Equal Employment Opportunity Commission (the “EEOC” or “Commission”), an agency of the United States Government, to address employment practices made unlawful by Title VII of the Civil Rights Act of 1964 (“Title VII”), Title of the Civil Rights Act of 1991, and to provide appropriate relief to the individuals allegedly harmed by such practices. Specifically, the EEOC alleged that Defendant ACARE HHC d/b/a Four Seasons Licensed Home Health Care (“Four Seasons”), which provides home healthcare, has engaged in a pattern or practice of discrimination against Black and Hispanic home health attendants (“HHAs”) because of their race and/or national origin by terminating their assignments to accommodate race-based requests by patients or patient family members for an HHA of a different race or national origin. Four Seasons denies the EEOC’s allegations in their entirety and maintains that it did not and has not engaged in any unlawful actions based on an HHA’s race and/or national origin.

This Decree fully and finally resolves any and all issues and claims arising out of the Complaint filed by the EEOC in this action. For the avoidance of doubt, nothing in this agreement impacts the EEOC’s ability to seek to enforce any breach of the Consent Decree (“Decree”). The

Parties hereby stipulate and consent to the entry of this Decree between the EEOC and Four Seasons, as well as its, officers, directors, agents, successors and assigns, any full or partial purchasers, subsidiaries, and any unit or entity with which Four Seasons may merge or consolidate.

In consideration for the mutual promises and agreements contained in this Decree, the sufficiency of which is hereby acknowledged, the Parties agree as follows, the Court finds appropriate, and it is therefore **ORDERED, ADJUDGED AND DECREED** that:

A. GENERAL PROVISIONS

1. This Decree is final and binding between the Parties and resolves all claims alleged in the EEOC's Complaint and the cause finding in EEOC Charge No. 520-2021-02082. This Decree in no way affects the EEOC's right to process any pending or future charges that may be filed against Four Seasons.

2. The Parties agree and the Court finds that this Court has jurisdiction over the subject matter of this action and the Parties, that venue is proper, and that all administrative prerequisites have been met.

3. This Decree conforms to the Federal Rules of Civil Procedure and to Title VII and is not in derogation of the rights or privileges of any person. The entry of this Decree will further the objectives of Title VII and interests of the public and persons within the scope of the Complaint. The Parties agree, and the Court finds, that the terms of this Decree are adequate, fair, reasonable, equitable, and just.

4. The Court will retain jurisdiction to enforce this Decree and its terms for all purposes including, but not limited to, the entering of all orders, judgments and decrees as necessary to implement the relief provided herein for the duration of this Decree.

5. No party shall contest the Court's jurisdiction to enforce this Decree and its terms

or the right of the EEOC to bring an enforcement suit upon breach of any term of this Decree in any federal court with jurisdiction. The Court will retain jurisdiction over any such enforcement proceedings during the duration of the Decree. Nothing in this Decree will be construed to preclude the EEOC from bringing proceedings to enforce this Decree in the event that Four Seasons fails to perform any of the promises or representations herein. This Decree will be construed by this Court under applicable federal law.

6. By mutual consent of the Parties, this Decree may be amended in the interests of justice and fairness and to facilitate execution of this Decree's provisions. Except for Paragraph 37, no waiver, modification, or amendment of any provision of this Decree will be effective unless made in writing, approved in writing by all Parties to this Decree, and approved or ordered by the Court.

7. If one or more provisions of this Decree are rendered unlawful or unenforceable as a result of a legislative act or a decision by a court of competent jurisdiction, the following will apply to ensure that this Decree continues to effectuate the intent of the parties. The provisions of this Decree that are not rendered unlawful, unenforceable, or incapable of performance as a result of such legislative act or court decision will remain in full force and effect and the parties' responsibilities will not abate as to any and all provisions that have not been rendered unlawful or unenforceable, except to the extent that the intent of this Decree would be undermined.

8. The terms of this Decree represent the full and complete agreement of the Parties. The Parties agree that this Decree may be entered into without Findings of Fact and Conclusions of Law being made and entered by the Court.

B. DEFINITIONS

9. "Four Seasons" means Defendant ACARE HHC d/b/a Four Seasons Licensed

Home Health Care, and its officers, managers, agents, successors, and subsidiaries.

10. “The Commission” or the “EEOC” is the U.S. Equal Employment Opportunity Commission, an agency of the United States Government charged with the administration, interpretation, and enforcement of Title VII.

11. “Day” or “days” means calendar days and includes weekends and holidays.

12. “Effective Date” means the date this Decree is entered by the Court.

13. “HHA” means any Four Seasons employee who is assigned to provide personal care services in the home, whether classified by Four Seasons as a Home Health Aide or a Personal Care Aide.

C. INJUNCTIVE RELIEF

14. Four Seasons, including its officers, agents, and any other person or entity acting on its behalf, is hereby enjoined from discriminating against its HHAs in all aspects of work assignments on the basis of race or national origin, including, but not limited to assigning them to patients or removing them from patients on the basis of their race or national origin.

15. Four Seasons including its officers, agents, and any other person or entity acting on its behalf, is hereby enjoined from engaging in reprisal or retaliation of any kind against any person because of such person’s assertion of rights under Title VII. This includes retaliation against any person because of opposition to any practice declared unlawful under Title VII, or because of the filing of a charge, the giving of testimony or assistance, or participation in any manner in any investigation, proceeding, or hearing under the statute.

D. NOTICES AND POSTINGS

16. **EEO Poster**. Within fifteen (15) days after the Effective Date of this Decree, Four Seasons shall post in a place frequented by employees in its Brooklyn, New York facility, the

revised version of the EEOC's "Know Your Rights: Workplace Discrimination is Illegal Poster" dated June 27, 2023 in English, Spanish, and Haitian Creole. The Posters may not be obstructed from view. If any Poster become defaced or illegible, Four Seasons will replace it with a clean copy within seven (7) days.

17. **Notice.** Within fifteen (15) days after the Effective Date of this Decree, Four Seasons shall post, at its Brooklyn, New York facility, in a place frequented by employees, a same-sized copy of the Notice attached as **Exhibit A** to this Decree. The Notice shall remain posted for the duration of this Decree and may not be obstructed from view. If a Notice becomes defaced or illegible, Four Seasons will replace it with a clean copy. Four Seasons shall certify to the Commission, in writing, within thirty (30) days of the Effective Date of this Decree that the Notice have been properly posted, including identifying the location where the Notice has been posted.

E. POLICIES AND PROCEDURES

18. **Policy Prohibiting Race Based Assignments.** Within sixty (60) days of the Effective Date, Four Seasons shall issue a policy which is applicable to all HHA assignments and placements. The policy will specify that HHA assignments/reassignments cannot be based on race or national origin-based preferences of clients and that Four Seasons will inform any client that it will not comply with any such request. The policy will also state that employees are to immediately notify Four Seasons of any discriminatory treatment. The policy will also provide at least three examples of what qualifies as a discriminatory request or reason for reassigning an HHA. The policy also will state that Four Seasons must document the reason for reassigning an HHA. The policy also will include a complaint procedure for any employee who believes that there has been discrimination and/or retaliation based on the assignment or reassignment of HHAs under this policy and/or that if any HHA believes that the HHA has been treated in a discriminatory manner

by any patient or family member, that any such complaint will be promptly investigated and/or that Four Seasons will discontinue service to any client that fails to comply with this policy. The policy must be provided to the EEOC before its issuance and must be provided to all current HHAs, coordinators, managers, and personnel responsible or involved in HHA assignments and must be provided to all new employees upon hire.

19. **Tracking Patient Requests for HHA Reassignment.** Within thirty (30) days of the Effective Date, Four Seasons will document requests – either in HHA Exchange or any subsequent system Four Seasons uses to track assignments – the reasons for reassigning or removing any HHA. Four Seasons will not be in contempt of this provision unless the EEOC proves that it has not made reasonably diligent efforts to document HHA reassignment requests.

20. **Tracking HHA Reassignments.** Within thirty (30) days of the Effective Date, Four Seasons will maintain an electronic record which tracks instances when a patient or agent acting on behalf of a patient makes a request for reassignment of an HHA. Four Seasons shall include the following information in the electronic record:

- a. Status of the assignment (*i.e.*, temporary, permanent) of the HHA who is being reassigned;
- b. Date of the reassignment;
- c. Unique personal identifier for the patient whose HHA is reassigned (*i.e.*, patient ID);
- d. Patient's gender;
- e. Languages spoken by the patient;
- f. First and Last Name of the HHA who is being reassigned;
- g. Unique identifier of the HHA who is being reassigned;

- h. Race of the HHA who is being reassigned;
- i. Gender of the HHA who is being reassigned;
- j. All languages spoken by the HHA who is being reassigned;
- k. Gender, race/ethnicity, and languages spoken of all available HHAs;
- l. Unique identifier of the HHA who is selected as the replacement;
- m. Race of the HHA who is selected as the replacement;
- n. Gender of the HHA who is selected as the replacement;
- o. Languages spoken by the HHA who is selected as the replacement;
- p. Manager(s)/Coordinator(s) involved in handling the reassignment;
- q. Reason given by the patient for the reassignment request; and
- r. Four Seasons' response to the request.

Four Seasons also will maintain, in the ordinary course of business, the information it currently maintains regarding all HHAs employed by Four Seasons—including start and end dates and the dates of any assignments—which will enable the EEOC to determine which HHAs employed by Four Seasons at the time a reassignment is made were not assigned to care for any Four Seasons patients.

21. During the term of this Decree, Four Seasons shall maintain documentation of any and all complaints related to any allegations of race or national origin-based discriminatory reassignment of HHAs. With respect to each charge, complaint, or report (whether formal or informal, oral or written) and each investigation of such reported complaints of discrimination or retaliation made, Four Seasons shall compile an investigative file which shall contain the following:

- a. With the exception of complaints submitted anonymously, the name, home address, home telephone number and cell phone number (as applicable), job title, and

- employee number (if applicable) for each complainant or potentially aggrieved individual;
- b. The date of the charge, complaint, or report;
 - c. The date(s) on which the incident(s) allegedly occurred;
 - d. The location(s) where the incident(s) allegedly took place;
 - e. The specific allegations that were made;
 - f. The name, home address, home telephone number and cell phone number (as applicable), job title, and employee number (if applicable) of each person allegedly involved in the alleged discrimination or retaliation;
 - g. Any statements made by each complainant, potential aggrieved individual, person allegedly involved in the discrimination or retaliation, and each witness and/or any notes of interviews of such individuals; and
 - h. A summary of Four Season's findings and conclusions regarding the charge, complaint, or report, and any corrective action taken in response to the charge, complaint, report, or investigation.

Four Seasons shall also retain with the investigative file other documents created or obtained in relation to a charge, complaint, report, or investigation, including but not limited to affidavits, interview notes, summaries, and electronic communications. Four Seasons shall retain all the aforementioned records for the duration of this Decree. For the avoidance of doubt, nothing in this paragraph shall be construed to allow the EEOC to access or review any attorney-client communication or attorney work product.

F. TRAINING

22. The training required by this Decree must be provided in addition to and may not be combined with any training required by New York State law.

23. Within ninety (90) days of the Effective Date, and annually thereafter during the term of the Decree, Four Seasons shall provide two (2) hours of interactive training (live, in-person or via video/virtual platform) to all employees in the Coordinator position, and any other employee in any human resources, management, supervisory, or similar positions who have the authority to

make decisions relating to HHA assignment, or who supervise those involved in decisions relating to HHA assignments. This training shall include in-depth coverage of the following:

- a. The applicability of Title VII to Four Seasons;
- b. A statement that discrimination based on race and national origin, and any related retaliation, is against the law, and that this prohibition against discriminating against applicants and employees makes it unlawful for an employer to make job assignments based on race or national origin;
- c. The employer's obligation not to comply with and to oppose patients' race or national origin-based assignment requests;
- d. The procedure for how its employees are expected to respond to and document clients' race or national origin-based requests;
- e. The employer's obligation to document and track discriminatory requests for assignment or reassignment;
- f. The avenues through which employees and managers can make complaints regarding discriminatory assignments or reassignments;
- g. The definition and an explanation of the prohibition against retaliation against individuals for raising concerns of discrimination;
- h. Examples of the types of conduct that may constitute retaliation;
- i. The consequences for engaging in retaliatory conduct;
- j. A statement of workers' right to be free from retaliation and responsibility to refrain from conduct that may constitute retaliation;
- k. An explanation of Four Seasons' Anti-Discrimination Policy and complaint processes, including how an investigation will take place and an assurance that persons who report discrimination or harassment or provide information as part of any investigation will not be subject to retaliation;
- l. Identification of federal, state or local agencies responsible for enforcing anti-discrimination laws, a statement that employees can also make complaints to these agencies and contact information for each agency.

The training will be recorded and will be provided to new employees hired as Coordinators, and any other employee in human resources, management, supervisory, or similar positions who have the authority to make decisions relating to HHA assignment, or who supervise those involved in

decisions relating to HHA assignments for them to watch within fifteen (15) days of their hire.

24. Four Seasons shall obtain the EEOC's agreement to the training entity before the commencement of any training based on Paragraph 23 above. The training will be provided by Littler Learning Group (<https://www.littler.com/innovation/workplace-training>). For any individual involved in such training, such person shall have at least 10 years of experience in the area of equal opportunity employment. Four Seasons shall submit information on the proposed trainers who will be responsible for such training for approval. The EEOC shall have fourteen (14) days from the date it receives the information about the proposed trainers to approve or reject them individually, it being understood and agreed that such approval shall not be unreasonably withheld. Thereafter, following approval of each trainer, the training materials developed for the training discussed above shall be submitted to the EEOC at least thirty (30) days prior to the proposed date of the commencement of such training. The EEOC shall have fourteen (14) days from the date it receives information about the training to agree to or make recommended revisions. Four Seasons shall not be required to conduct such training until at least 30 days after final agreement on the training materials. If the parties cannot agree on a training content through this process, they may seek the Court's assistance. Each training shall be recorded and Four Seasons will provide a copy of the recording to the EEOC within 30 days.

25. Four Seasons will maintain a record of each person who receives the training and the date of such training.

26. To the extent that any non-exempt employees are included in such training, such employees will be compensated at their regular rate of pay, including any required overtime pay for all time involved in such training.

G. MONETARY RELIEF

27. Within thirty (30) days following the Effective Date of this Decree, Defendant will establish and deposit \$400,000.00 into an interest-bearing account for the benefit of Eligible Claimants (hereinafter, the “Settlement Fund”). Defendant will cause that sum to be deposited into a segregated Qualified Settlement Fund under Section 468(b) of the Internal Revenue Code, for the sole benefit of Eligible Claimants whom the EEOC has identified and will provide the EEOC with written verification of that funding within seven (7) calendar days following the deposit.

28. The EEOC shall have full and complete discretion to determine who is an Eligible Claimant and meets the requirements for payment, and the amount that will be paid by Defendant to each Eligible Claimant.

29. Within one-hundred and twenty (120) days of the Effective Date of this Decree, the EEOC will provide Defendant with a Distribution List identifying the name and the amount to be paid to each Eligible Claimant and the mailing address for each Eligible Claimant, and a copy of an executed release, which is annexed hereto as **Exhibit B**.

30. Within thirty (30) days of the EEOC’s provision of the Distribution List, Defendant shall send via overnight mail, 2 checks made payable to the Eligible Claimant in the amount identified in the Distribution List (50% W-2/50% 1099). Within three (3) days of mailing each check, Defendant must also submit copies of the checks and tracking information for each check that is mailed via email to: (1) edumin.corrales@eoc.gov; (2) sebastian.riccardi@eoc.gov; and (3) Decreemonitor.nydo@eoc.gov.

31. **Tax Treatment.** Fifty percent (50%) of the amount shall constitute back pay from which taxes shall be withheld, and fifty percent (50%) of the amount received by each Eligible Claimant, constitute “compensatory damages,” under the Civil Rights Act of 1991, 42 U.S.C. Sec. 1981a. Defendant shall issue each Eligible Claimant an IRS Form W-2 for the amount of back pay

and an IRS Form 1099 for the amount they are paid in damages pursuant to this Decree. Each Eligible Claimant is solely responsible for any tax consequences regarding the amount paid to them as damages pursuant to this Consent Decree.

32. In the event that an Eligible Claimant who receives a disbursement from the Settlement Fund does not deposit their check within 180 days (the “expiration date”), Defendant will reissue that Eligible Claimant new checks within thirty (30) days of the expiration date. In no event shall there be any reversion of any settlement funds to Four Seasons.

33. **EEOC’s Reporting Obligations under IRC Sections 162(f) and 6050X.** The EEOC may be required to report the fact of this settlement to the Internal Revenue Service under Section 162(f) and 6050X of the Internal Revenue Code, which allow for certain payments by employers to be deducted from the employer’s taxes. If the EEOC is required to do so, the EEOC will provide Defendant with a copy of the 1098-F form that it will provide to the IRS. For purposes of issuing the 1098-F form:

The Defendant’s EIN is: 26-3220019

The individual to whom the EEOC should mail a copy of the form 1098-F, if the EEOC is required to issue one is:

Name: Caroline Rich, LNHA, FACHCA, CHC, Chief Operating Officer/Administrator

Physical Address: ACARE HHC, 1222 E 96th Street, Brooklyn, NY 11236

The EEOC has made no representations regarding whether the amount paid pursuant to this settlement qualifies for a deduction under the Internal Revenue Code. The provision of the 1098-F form does not mean that the requirements to claim a deduction under the Internal Revenue Code have been met. Any decision about a deduction pursuant to the Internal Revenue Code will be made solely by the IRS with no input from the EEOC. The Parties are not acting in reliance on any

representations made by the EEOC regarding whether the amounts paid pursuant to this agreement qualify for a deduction under the Internal Revenue Code.

H. MONITORING AND REPORTING

34. For the duration of this Decree, Four Seasons shall create, maintain and make available for review, inspection and copying by the EEOC documents as necessary to show Four Seasons' compliance with the terms of this Decree and 29 C.F.R. § 1602 *et seq.* Four Seasons shall make all documents or records that show Four Seasons' compliance with the terms of this Decree for inspection and copying within twenty-one (21) days after the EEOC so requests. As part of such review, and after providing reasonable notice of not less than fourteen (14) days, the EEOC may inspect Four Seasons' Brooklyn, New York facility and request to interview Four Seasons' employees.

35. Six (6) months after entry of this Decree and at six (6) month intervals thereafter for the duration of the Decree, Four Seasons shall provide Semi-Annual Reports to the EEOC. Four Seasons' final Semi-Annual Report shall be due ninety (90) days before the expiration of the Decree. The Bi-Annual Report shall certify compliance with this Decree, and shall contain:

- a. A certification of compliance with the Notice and Posting requirements described in Paragraphs 16 and 17, with a photograph of the posted materials at the Four Seasons' Brooklyn facility;
- b. A current copy of Four Seasons' policies and documentation as described in Paragraphs 18;
- c. Where conducted in the prior six months, a certification from Four Seasons that the training referenced in Paragraph 23 was completed, and a list of all individuals, including the position title of such individuals and the date that the employee completed such training;
- d. An electronic database or excel worksheet containing the information that Four Seasons is required to document pursuant to Paragraph 20; and
- e. A summary of all charges, complaints, or reports of race or national origin discrimination received by Defendant in the preceding six months, and containing

the information required by Paragraph 21(a)-(h).

36. For the duration of the Decree, Four Seasons shall produce to the EEOC copies of all documents in any investigative file described in Paragraph 21 within fourteen (14) days of receiving a request from the EEOC for such documents.

I. NOTICE

37. Except as otherwise provided for in this Decree, all notifications, reports, and communications to the Parties required under this Decree will be made in writing and will be sufficient as emailed (or, with advance written permission, mailed) to the following persons (or their designated successors):

For EEOC: Consent Decree Monitor
EEOC Legal Unit
33 Whitehall Street, 5th Floor
New York, NY 10004
Decreemonitor.nydo@eoc.gov

and

Sebastian Riccardi
New York District Office
33 Whitehall Street, 5th Floor
New York, NY 10004-2112
Tel: (212) 336-3698
Sebastian.Riccardi@eoc.gov

and

Edumin Corrales
Newark Area Office
Two Gateway Center, Suite 1703
283-299 Market Street
Newark, NJ 07102
Tel: (862) 338 -9424
Edumin.Corrales@eoc.gov

For Four Seasons: Jeff Goldstein
Member
ACARE HHC
1222 E 96th Street

Brooklyn, NY 11236

and

Andrea M. Kirshenbaum
Littler Mendelson, P.C.
Three Parkway
1601 Cherry Street, Suite 1400
Philadelphia, PA 19102.1321
Telephone: 267.402.3000
Facsimile: 267.402.3131
akirshenbaum@littler.com

Notwithstanding this paragraph, either Party may change such addresses or identify a different designee by written notice to the other Party setting forth a new address for this purpose or identifying a different designee without Order of the Court or approval of the other Party.

J. DISPUTE RESOLUTION

38. Any party may raise concerns arising from this Decree and the parties agree to meet and /or confer regarding such disputes and/or concerns. Further, in the event that either party to this Decree believes that the other party has failed to comply with any provision(s) of the Decree, the complaining party shall notify the other party of the alleged non-compliance in writing (either via letter or e-mail) and shall afford the alleged non-complying party thirty (30) business days to remedy the non-compliance or to satisfy the complaining party that the alleged non-complying party has complied. If the alleged non-complying party has not remedied the alleged non-compliance or satisfied the complaining party that it has complied within thirty (30) business days, the complaining party may apply to the Court for appropriate relief, which may include modification of this Decree. This Decree is only enforceable by Four Seasons and the EEOC.

K. NOTICE TO SUCCESSORS

39. Four Seasons shall provide prior written notice to any potential purchaser of either of its business, or a purchaser of all or a portion of Four Seasons' assets, and to any other potential

successor, of the EEOC's lawsuit, the allegations raised in the EEOC's Complaint, and the existence and contents of this Decree. Four Seasons will provide written notice to the EEOC twenty-one (21) days before any transfer of its business.

L. COSTS

40. Each Party to this Decree shall bear its own attorneys' fees and costs associated with this litigation.

M. EXECUTION

41. Each signatory to this Decree represents that he or she is fully authorized to execute this Decree and to bind the parties on whose behalf he or she signs. By signing this Decree, each party acknowledges that it has read and understands the terms of this Decree and agrees to be bound by the terms of this Decree.

N. DURATION OF DECREE

42. The duration of the Decree shall be in effect for a period of three years immediately following the Court's execution of this Decree.

43. If the EEOC has notified Four Seasons in writing not less than thirty (30) days before the expiration of this Decree that Four Seasons is not in compliance with any of the terms of this Decree, Four Seasons' obligations regarding the specific term(s) in dispute based on this Decree will not expire while any enforcement action concerning the term(s) in dispute remain(s) pending before the Court.

44. The Court retains jurisdiction over this action during the duration of this Decree and will have all available powers to enforce this Decree, including but not limited to monetary sanctions and injunctive relief. The matter may be administratively closed but will not be dismissed during the duration of this Decree.

APPROVED IN FORM AND CONTENT:

FOR PLAINTIFF EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Kimberly A. Cruz Digitally signed by Kimberly A. Cruz
Date: 2024.09.20 15:16:35 -04'00'

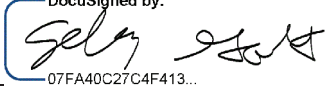
KIMBERLY A. CRUZ
Regional Attorney

SEBASTIAN RICCARDI
Acting Supervisory Trial Attorney

EDUMIN CORRALES
Trial Attorney

**U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION**
New York District Office
33 Whitehall Street, 5th Floor
New York, NY 10004-2112
Tel: (212) 336-3698
Fax: (212) 336-3623
Email: Sebastian.Riccardi@eeoc.gov

FOR DEFENDANT FOUR SEASONS:

DocuSigned by:

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Jeff Goldstein
Member
ACARE HHC
1222 E 96th Street
Brooklyn, NY 11236

COUNSEL FOR DEFENDANT FOUR SEASONS (as to form only):

KAUFMAN BORGEEST & RYAN LLP

/s/ Joan M. Gilbride

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LITTLER MENDELSON, P.C.

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Telephone: 267.402.3000
Facsimile: 267.402.3131

SO ORDERED, ADJUDGED, AND DECREED

Dated: September 24, 2024

Hon. *s/Natasha C. Merle*
U.S. District Court Judge

EXHIBIT A



**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
New York District Office**

NOTICE OF LAWSUIT AND SETTLEMENT

The U.S. Equal Employment Opportunity Commission (“EEOC”) is a federal agency that enforces laws that prohibit discrimination in the workplace. This Notice is being posted as part of a Consent Decree settling a lawsuit filed by the U.S. Equal Employment Opportunity Commission (“EEOC”) against Four Seasons in East New York (Civil Action No. 1:23-cv-05760). In its lawsuit, the EEOC alleged that Four Seasons violated the Civil Rights Act of 1964 (“Title VII”) by engaging in a pattern or practice of discrimination against Hispanic HHAs because of their race and/or national origin by terminating their assignments in response to requests from patients or patient family members for an HHA of a different race or national origin.

Under federal law, your employer cannot discriminate against you because of your:

- Race
- Color
- Religion
- Sex (including pregnancy, gender identity, and sexual orientation, and sexual harassment)
- National origin
- Age (40 and over)
- Disability
- Genetic Information

This ban on discrimination prohibits making job assignments based on any race-based request from patient family members. Federal law also protects employees from discrimination in hiring, promotion, pay, firing, required accommodations or other conditions of your employment. Your employer cannot discriminate against you because you complained of discrimination, opposed discrimination, filed a charge with the EEOC, testified, or assisted with an investigation or lawsuit regarding discrimination, including race-based discrimination.

Four Seasons will comply with these laws. Four Seasons will not tolerate any form of illegal discrimination in the workplace. Four Seasons will not take action against an employee because they complain about discrimination, harassment or oppose conduct made unlawful by Title VII. Employees who make these complaints in good faith made unlawful by Title VII are protected by law.

If you have questions or need to make a complaint of discrimination, harassment, or retaliation, contact the EEOC. Contacting the EEOC is free – there are no fees. Contact the New York District office at:

U.S. Equal Employment Opportunity Commission
New York District Office
33 Whitehall Street, 5th Floor
New York, New York 10004
Phone: 1-800-669-4000

TTY (for hearing impaired): 1-800-669-6820 | ASL Video Phone (for hearing impaired): 1-800-669-4000
Website: <http://www.eeoc.gov>



EXHIBIT B

RELEASE

In consideration of \$_____ paid to me by Four Seasons, in connection with the resolution of ACAI SEASONS LICENSED HOME HEALTH CARE, Civil Action No.: 1:23-cv-05760, I waive my right to receive any damages or compensation for discrimination on the basis of race or national origin under Title VII of the Civil Rights Act of 1964 that I had previously claimed in the above referenced action and that were included in the claims alleged in the EEOC's Complaint in the above referenced action.

Fifty percent (50%) of the amount shall constitute back pay from which taxes shall be withheld, and fifty percent (50%) of the amount will be constitute non-wage damages, from which no taxes will be withheld. Such payments will be reported on my Revenue Service Form W-2 and an IRS Form 1099 at the end of the calendar year in which payment is made.

Date: _____

Signature: _____