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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA**

Equal Employment Opportunity Commission, Plaintiff, v. LogistiCare Solutions LLC, et al., Defendants.	No. CV-20-00852-PHX-GMS CONSENT DECREE
--	--

Pursuant to the Parties’ Joint Motion to Enter Consent Decree (Doc. 47),
IT IS HEREBY ORDERED granting the Motion (Doc. 47) and entering the
Consent Decree as follows:

I. RECITALS

- This matter was instituted by Plaintiff, Equal Employment Opportunity Commission, an agency of the United States government, alleging that Defendants LogistiCare Solutions, LLC and Human Capital Management, Inc. d/b/a HCM Staffing violated Title VII of the Civil Rights Act of 1964, as amended by discriminating against Charging Party Tiffany Lewis and aggrieved individuals by terminating them because of their pregnancies.
- The Parties to this Decree are the EEOC and LogistiCare Solutions, LLC (“LogistiCare”). This decree does not resolve the EEOC’s claims against HCM Staffing.
- The EEOC and LogistiCare, desiring to settle this action by an appropriate

1 Decree, agree to the jurisdiction of this Court over the Parties to the Decree and the subject
2 matter of this action, and they agree to the power of this Court to enter a Consent Decree
3 enforceable against LogistiCare.

4 4. As to the issues resolved, this Decree is final and binding upon the Parties to
5 the Decree and all successors and assigns. The EEOC and LogistiCare jointly request this
6 Court to adjudge as follows:

7 THEREFORE, upon the consent of the Parties to the Decree, and upon review by
8 the Court of these terms, it is ORDERED, ADJUDGED, and DECREED that the following
9 terms are approved as set forth herein:

10 **II. JURISDICTION**

11 5. The EEOC and LogistiCare stipulate to the jurisdiction of the Court over the
12 Parties to the Decree and subject matter of this action and have waived the entry of findings
13 of fact and conclusions of law.

14 **III. TERM**

15 6. The Term of this Decree and all obligations hereunder shall be two (2) years
16 from the date that the Court signs this Decree. During the term of the Decree, this Court
17 shall retain jurisdiction of this cause for purposes of compliance and any disputes that may
18 arise hereunder.

19 **IV. ISSUES RESOLVED**

20 7. This Decree resolves the claims alleged in the above-captioned lawsuit
21 against LogistiCare and constitutes a complete resolution of the EEOC's claims of
22 unlawful employment practices under Title VII that arise from the letter of determination
23 the EEOC issued for Charge of Discrimination No. 540-2014-00260 filed by Tiffany
24 Lewis. The EEOC will not use the Charge referenced above as the jurisdictional basis for
25 filing another lawsuit against LogistiCare

26 8. The terms of this Decree shall be binding upon the present and future
27 directors, officers, managers, agents, successors, and assigns of LogistiCare. During the
28 term of this Decree, LogistiCare and any successors of LogistiCare shall provide a copy of

1 this Decree to any organization or person who proposes to acquire or merge with
2 LogistiCare during the term of this Decree as well as to any successor of LogistiCare, prior
3 to the effectiveness of any such asset sale, acquisition, or merger. This paragraph shall not
4 be deemed to limit any remedies available in the event of any finding by the Court
5 regarding violation of this Decree.

6 9. This Decree shall not be construed as an admission by LogistiCare of any
7 violation of Title VII.

8 **V. MONETARY RELIEF**

9 10. Judgment is hereby entered in favor of the Commission and against
10 LogistiCare, in the amount of \$120,000.

11 11. LogistiCare will not condition the receipt of monetary relief upon Ms. Lewis
12 or any aggrieved individual's agreement to (a) maintain as confidential the facts and/or
13 allegations underlying the complaint and the terms of this Decree; (b) waive their statutory
14 rights to file a charge with any governmental agency; (c) refrain from reapplying for a job
15 with LogistiCare; or (d) agree to a non-disparagement and/or confidentiality agreement.

16 12. The EEOC solely will determine the distribution of the judgment from
17 Paragraph 10. The EEOC will provide a distribution list to LogistiCare prior to distribution.

18 13. No later than fifteen (15) days after the Court enters this Decree, and upon
19 receipt of W-9 forms from Ms. Lewis and any named aggrieved individual, LogistiCare
20 shall send payment to Ms. Lewis and any named aggrieved individual at the addresses
21 provided by the EEOC. All payments must be made by certified check, cashier's check, or
22 money order.

23 14. Within three (3) business days after the payment is sent, LogistiCare shall
24 submit confirmation of the payments issued to the EEOC.

25 15. LogistiCare shall be responsible for paying the employer and employee share
26 of payroll taxes for backpay. The compensatory damages payment shall be reported on IRS
27 Form 1099 and shall not be subject to withholdings. By January 31, 2022, LogistiCare shall
28 issue Ms. Lewis and any aggrieved individual a United States Internal Revenue Service

1 Form W-2 for all payments designated as backpay and United States Internal Revenue
2 Service Form 1099 for all payments designated as compensatory damages. The
3 compensatory damages award will be designated in box 3 on the 1099 form.

4 16. Within ten (10) business days after the date the Court signs this Decree, the
5 EEOC will provide LogistiCare signed copies of the release attached as Exhibit A for Ms.
6 Lewis and any aggrieved individual identified above.

7 **VI. OTHER INDIVIDUAL RELIEF**

8 17. Within thirty (30) calendar days after the date the Court signs this Decree,
9 LogistiCare shall expunge any negative documents from Ms. Lewis's and any named
10 aggrieved individual's records, including any and all references to the allegations of
11 discrimination filed against LogistiCare that formed the basis of this action.

12 18. Within thirty (30) calendar days after the date the Court signs this Decree,
13 LogistiCare will provide Ms. Lewis a neutral letter of reference in the form attached as
14 Attachment B.

15 19. Within ten (10) calendar days after the date the Court signs this Decree,
16 LogistiCare will give Ms. Lewis and any named aggrieved individual a letter of apology
17 on company letterhead in the form attached as Attachment C. This letter will be signed by
18 the current LogistiCare's Head of Human Resources.

19 **VII. EQUITABLE RELIEF**

20 **A. *Injunctive Relief***

21 20. LogistiCare and its officers, agents, successors, management (including
22 supervisory employees), and other persons in active concert or participation with it, or any
23 of them, including but not limited to staffing agencies that have active and current contracts
24 with LogistiCare, are permanently enjoined from terminating employees and temporary
25 employees on the basis of sex, including pregnancy. LogistiCare is prohibited from
26 implementing policies that result in the termination of pregnant women because of their
27 pregnancies. LogistiCare is prohibited from working with staffing agencies it knows or
28 should reasonably know are regularly engaging in discriminatory conduct based on sex,

1 including pregnancy.

2 **B. Policy Review & Revision**

3 21. Within sixty (60) days after the date the Court signs this Decree, LogistiCare
4 shall, in consultation with an outside consultant and/or legal counsel experienced in the
5 area of employment discrimination law (“Consultant”), review and revise its nationwide
6 attendance policies and EEO policies to conform with Title VII. LogistiCare shall ensure
7 its policies include, at a minimum:

- 8 a. A clear attendance policy for all LogistiCare employees with
9 requirements for the evaluation of any missed day of work in light of any
10 federal anti-discrimination law, including for pregnancy and/or disability;
- 11 b. A clear Reasonable Accommodation policy that sets out types of
12 accommodations available for pregnant employees and applicants, the
13 process for requesting accommodations, with specific persons to contact,
14 and an explanation that reasonable accommodations will be granted
15 unless there is an undue hardship;
- 16 c. A statement that pregnancy discrimination is prohibited and will not be
17 tolerated;
- 18 d. A clear and complete definition of pregnancy discrimination, including
19 examples;
- 20 e. A clear and strong encouragement that persons who believe that they have
21 been subjected to pregnancy discrimination should report their concerns;
- 22 f. The identification of specific individuals, with telephone numbers and
23 email addresses, to whom employees can report concerns about
24 pregnancy discrimination;
- 25 g. A clear explanation of the steps an employee can take to report pregnancy
26 discrimination, which must include the options of either an oral or written
27 complaint;
- 28 h. An assurance that LogistiCare will investigate any and all allegations of

1 activity that might be construed to be unlawful pregnancy discrimination;
2 and that such investigation will be prompt, fair, reasonable, and
3 conducted by a neutral investigator specifically trained in receiving,
4 processing, and investigating allegations of pregnancy discrimination;

- 5 i. An assurance that LogistiCare will take appropriate corrective action to
6 eradicate the unlawful conduct within its workforce;
- 7 j. A description of the consequences, up to and including termination, that
8 will be imposed upon anyone who violates LogistiCare's policies against
9 pregnancy discrimination; and
- 10 k. A promise of maximum feasible confidentiality for persons who report
11 unlawful pregnancy discrimination or who participate in an investigation
12 into allegations of pregnancy discrimination.

13 22. Within thirty (30) days after completion of the policy review and revision
14 under Paragraph 21 above, LogistiCare's revised written attendance, Reasonable
15 Accommodation, and EEO policies shall be posted in a prominent location frequented by
16 employees at each of LogistiCare's facilities in Arizona, included in any employee
17 handbook, and distributed to each current employee. The written attendance, Reasonable
18 Accommodation, and EEO policies shall also be distributed to all new employees at the
19 time of their hiring. These attendance, Reasonable Accommodation, and EEO policies shall
20 also be distributed to any staffing agency that has a current and active contract with
21 LogistiCare at any point during the term of this Decree.

22 23. Within sixty (60) days after the date the Court signs this Decree, LogistiCare
23 shall, in consultation with the Consultant, review and revise the policies and procedures
24 involved in the termination of any Customer Service Representatives, including temporary
25 employees from staffing agencies, to ensure that there is proper oversight to avoid unlawful
26 discrimination, specifically based on pregnancy. These policies and procedures should
27 include, at a minimum;

- 28 a. A requirement for the recording of a specific reason for the termination

1 of LogistiCare or temporary employee;

- 2 b. If the reason for termination includes absences or perceived future
3 absences, a review as to whether that is in violation of any federal
4 discrimination law and the reviewed and revised policies from Paragraph
5 21; and
6 c. An assurance that LogistiCare will take appropriate corrective action if
7 the termination was unlawful.

8 24. Within thirty (30) days after completion of the policy review and revision
9 under Paragraph 23 above, LogistiCare's revised written termination policies and
10 procedures shall be distributed to any staffing agency that has a current and active contract
11 with LogistiCare.

12 ***C. Training***

13 25. On an annual basis, LogistiCare shall train all of its personnel in Arizona on
14 Title VII's prohibition on sex discrimination, including pregnancy discrimination. All
15 training under this Paragraph shall be at LogistiCare's selection and expense. Training shall
16 be by live or online (including but not limited to recorded webinars and videoconference)
17 presentation by an outside vendor with experience in the federal laws prohibiting
18 discrimination based on pregnancy. The training will be conducted as follows:

- 19 a. Non-managerial Employees: Each year for the duration of this Decree,
20 LogistiCare will provide non-managerial employees in Arizona at least 1
21 hour of training on employment discrimination, specifically pregnancy
22 discrimination under Title VII and the ADA, their protections against
23 discrimination, and methods for making complaints of discrimination.
24 The training should also emphasize that every employee should report
25 any behavior he or she witnesses that the employee believes to be
26 discriminatory, regardless of who is engaged in the behavior and who the
27 behavior is directed at.
28 b. Supervisory and Managerial Employees: Each year for the duration of

1 this Decree, LogistiCare will require all individuals who work in Arizona
2 in a managerial or supervisory capacity for LogistiCare to receive at least
3 3 hours of training on Title VII and the ADA. One and a half of these
4 hours must directly address pregnancy discrimination and reasonable
5 accommodation of pregnant employees. The training must also cover
6 proper methods for receiving, handling, and investigating (where
7 applicable) complaints of discrimination, including but not limited to
8 complaints of pregnancy discrimination. In each of these training
9 sessions, LogistiCare shall emphasize with managerial and supervisory
10 employees that, due to their positions of power, such employees must be
11 particularly vigilant not to discriminate, not just in day to day but also in
12 the hiring and firing process and with both temporary and permanent
13 employees. Additionally, LogistiCare will require employees who are
14 newly hired or recently promoted into a managerial or supervisory
15 position to complete the requisite 3 hours of training for that year within
16 ninety (90) days of being hired or promoted.

- 17 c. HR Personnel: Within ninety (90) days after the Court's entry of this
18 Decree, LogistiCare will provide all its Human Resources Personnel with
19 an additional training, through an outside vendor, for at least 3 hours on
20 Title VII, the ADA, with an emphasis of reasonable accommodation
21 obligations and with a focus on how to investigate and otherwise handle
22 complaints of discrimination, with focus on sex, including pregnancy.
23 This training will be in addition to any training the HR employee(s) are
24 subject to under Paragraph 25(a) and (b).
- 25 d. An agenda for the training, training materials, and the resumes relating to
26 the presenters, will be provided to the EEOC thirty (30) days before each
27 training session. LogistiCare agrees that the first such training session
28 will take place within ninety (90) days after the Court's entry of this

1 Decree. LogistiCare agrees that all of its Arizona personnel shall both
2 register and attend the training sessions.

3 26. The EEOC, at its discretion, may designate one or more EEOC
4 representatives to attend any of the training sessions described above, and the EEOC
5 representatives shall have the right to attend, observe, and fully participate in all of the
6 sessions. LogistiCare shall provide the EEOC with ten (10) days' notice that a training
7 session will be conducted, or alternatively, LogistiCare may provide a comprehensive
8 schedule of trainings planned for the year.

9 ***D. Posting to Employees***

10 27. LogistiCare shall post and cause to remain posted the posters required to be
11 displayed in the workplace by EEOC regulation 29 C.F.R. § 1601.30 in all of its Arizona
12 facilities.

13 28. Within fourteen (14) business days after the Court's entry of this Decree,
14 LogistiCare shall post in each of its Arizona facilities, in a conspicuous place frequented
15 by employees, the Notice attached as Attachment D to this Decree. Notice shall remain
16 posted for the duration of this Decree. If the Notice becomes defaced or illegible,
17 LogistiCare will replace it with a clean copy. LogistiCare shall certify to the EEOC, in
18 writing, within thirty (30) days of entry of this Decree that the Notice has been properly
19 posted and shall provide recertification in each of the semi-annual reports required under
20 the Reporting provisions of this Decree.

21 **VIII. RECORDKEEPING AND REPORTING**

22 29. For the duration of this Decree, for facilities located in Arizona, LogistiCare
23 shall maintain all records concerning implementation of this Decree, including, but not
24 limited to, the following:

- 25 a. Personnel files, including personnel files for temporary employees or any
26 documents that reflect the start date, end date, and/or reason for
27 termination for any temporary employee;
28 b. Payroll records, including but not limited to starting pay, raises, dates,

- 1 and reasons reflecting these changes;
- 2 c. Work schedules;
- 3 d. Records reflecting all oral and written complaints of discrimination,
- 4 including but not limited to pregnancy discrimination and all of the
- 5 records documenting the investigation of such complaints, including
- 6 applicable witness statements, documents compiled during the
- 7 investigation, any conclusions and findings, and any corrective remedial
- 8 actions taken;
- 9 e. Records reflecting all requests for reasonable accommodations by
- 10 pregnant employees and employees with disabilities, including the
- 11 requests, the research, the investigations, the interactive process, the
- 12 reasons for any denial of a request, and the decision to accommodate; and
- 13 f. Records reflecting the public placement of the postings of the EEO and
- 14 Title VII policies, as expressed in Paragraph 27.

15 30. LogistiCare shall also comply with all recordkeeping obligations under the

16 laws prohibiting discrimination.

17 31. LogistiCare shall provide semi-annual reports for each six (6) month period

18 following the entry of this Decree. The reports shall be due thirty (30) days following the

19 respective six-month period, except the final report which shall be submitted to the EEOC

20 six (6) weeks prior to the date on which the Decree is to expire.

21 32. **Requirements:** Each report required under Paragraph 31 shall provide the

22 following information for facilities in Arizona:

23 **a. Complaints of Pregnancy Discrimination**

24 The report shall include the following information for each complaint

25 of pregnancy discrimination in the reporting period:

- 26 1. The name, address, email address, and telephone number of each
- 27 person making a complaint of discrimination to LogistiCare or to
- 28 any federal, state, or local government agency;

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2. The name, address, email address, and telephone number of each person identified as a potential witness and/or victim to the incident of discrimination;
3. A brief summary of each complaint, including the date of the complaint, the name of the individual(s) who allegedly engaged in the discrimination, LogistiCare’s investigation and response to the complaint, the name of the person who investigated or responded to the complaint, and what, if any resolution was reached; and
4. Copies of all documents memorializing or referring to the complaint, investigation, and/or resolution thereof.
5. For purposes of this Paragraph, the term “complaint of pregnancy discrimination” includes any written or verbal complaint which alleges pregnancy discrimination, even if the complainant does not use legal or technical terminology.

b. Training

The report shall include the following information for each training program required under this Decree conducted during the reporting period:

6. A registry of attendance and/or certificates of completion;
7. The identity and contact information of the consultant and/or vendor who provided the training; and
8. A copy of the program agenda and any written materials provided during the training and/or any PowerPoint presentations used.

c. Posting of Notice

In each report, LogistiCare shall recertify to the EEOC that the Notice required to be posted under this Consent Decree has remained posted during the reporting period, or, if removed, was promptly replaced.

1 **d. Charging Party’s and Aggrieved Individuals’ Personnel Files**

2 In its initial report, LogistiCare shall certify to the EEOC that any
3 negative documents in Ms. Lewis’s and any other aggrieved
4 individuals’ personnel files have been expunged as required by
5 Paragraph 17 of this Decree.

6 **e. Letter of Reference and Letter of Apology**

7 i. In its initial report, LogistiCare shall certify to the EEOC that the
8 neutral letter of reference required by Paragraph 18 of this Decree
9 has been provided to Ms. Lewis.

10 ii. In its initial report, LogistiCare shall certify to the EEOC that the
11 letter of apology required by Paragraph 19 of this Decree has been
12 provided to Ms. Lewis and any other named aggrieved individual.

13 **f. Policies and Procedures**

14 In each report, LogistiCare shall report on the creation and/or revision
15 of any policies or practices required by this Decree, as required by
16 Paragraphs 21 through 23.

17 **g. Recordkeeping**

18 In each report, LogistiCare shall report on the creation and/or revision
19 of any recordkeeping policies or practices required by this Decree, as
20 required above.

21 **IX. RETENTION OF JURISDICTION AND ENFORCEMENT OF DECREE**

22 33. This Court shall retain jurisdiction of this cause for purposes of compliance
23 with this Decree and entry of such further orders or modifications as may be necessary or
24 appropriate to effectuate equal employment opportunities for employees.

25 34. There is no private right of action to enforce the EEOC’s obligations under
26 the Decree, and only the EEOC, or its successors or assigns, may enforce LogistiCare’s
27 obligations under the Decree.

28 35. The EEOC may petition this Court for compliance with this Decree at any

1 time during which this Court maintains jurisdiction over this action. Should the Court
2 determine that LogistiCare has not complied with this Decree, appropriate relief, including
3 extension of this Decree for such period as may be necessary to remedy its non-compliance,
4 may be ordered.

5 36. The EEOC will give LogistiCare fifteen (15) calendar days' written notice
6 (either via e-mail or letter) of any alleged non-compliance with the terms of the Decree
7 before initiating enforcement actions under this Decree. If LogistiCare has not remedied
8 the alleged non-compliance or has not satisfied the EEOC that it has complied with the
9 Decree at the end of that period, the EEOC may apply to the Court for appropriate relief.
10 The dispute resolution proceedings herein do not apply to those cases where the EEOC has
11 determined the need to seek immediate injunctive or other extraordinary relief.

12 **X. EEOC AUTHORITY**

13 37. With respect to matters or charges outside the scope of this Decree, this
14 Decree shall in no way limit the powers of the EEOC to seek to eliminate employment
15 practices or acts made unlawful by any of the statutes over which the EEOC has
16 enforcement authority, and do not arise out of the claims asserted in this lawsuit.

17 38. The EEOC may review LogistiCare's compliance with the aforementioned
18 provisions of this Decree during the term of this Decree upon written notice to
19 LogistiCare's attorney of record at least twenty (20) business days in advance of any
20 inspection of LogistiCare's documents or premises. Upon such notice, LogistiCare shall
21 allow representatives of the EEOC to review its compliance with this Decree by inspecting
22 and photocopying relevant, non-privileged documents and records, interviewing
23 employees and management officials on its premises, and inspecting its premises.

24 **XI. COSTS AND ATTORNEY'S FEES**

25 39. Each party shall be responsible for and shall pay its own costs and attorney's
26 fees.

27 **XII. NOTICE**

28 40. Unless otherwise indicated, any notice, report, or communication required

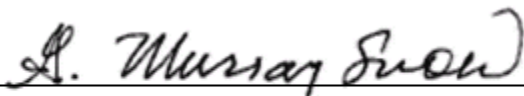
1 under the provisions of this Decree shall be sent by certified mail, postage prepaid, as
2 follows:

3 Mary Jo O’Neill
4 Regional Attorney
5 EEOC Phoenix District Office
6 3300 N. Central Ave., Ste. 690
7 Phoenix, AZ 85012

8 **XIII. SIGNATURES**

9 41. The Parties to this Decree agree to the entry of this Decree subject to final
10 approval by the Court.

11 Dated this 6th day of May, 2021.

12 
13 _____
14 G. Murray Snow
15 Chief United States District Judge
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BY CONSENT:

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
By: Mary Jo O'Neill
Mary Jo O'Neill
Regional Attorney

LogistiCare Solutions, LLC

By: Emma Nasif
Emma Nasif

Date: 04/27/2021

Date: 04/24/2021

APPROVED AS TO FORM:

Gina Carrillo
Gina Carrillo
Trial Attorney
EEOC Phoenix District Office
3300 N. Central Ave., Ste. 690
Phoenix, AZ 85012

Attorney for Plaintiff EEOC

L. Eric Dowell
L. Eric Dowell
Ogletree, Deakins, Nash, Smoak &
Stewart, P.C.
2415 East Camelback Road, St. 800
Phoenix, AZ 85016

Attorney for Defendant,
LogistiCare Solutions, LLC

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ATTACHMENT A

RELEASE

In consideration for \$ _____ paid to me by LogistiCare Solutions, LLC, in connection with the resolution of EEOC v. LogistiCare Solutions, LLC et. al., No. 2:20-CV-00852-GMS, I waive my right to recover for any claims of discrimination arising under Title VII that I had against LogistiCare Solutions, LLC and any parents or successors, prior to the effective date of the decree and that were included in the claims alleged in the EEOC’s complaint in EEOC v. LogistiCare Solutions, LLC et al., No. 2:20-CV-00852-GMS.

Date: _____ Signed: _____

[insert name]

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ATTACHMENT B
LETTER OF REFERENCE

To Whom It May Concern:

[Insert name] was employed with LogistiCare Solutions, LLC as a Customer Service Representative from [insert date] until [insert date]. Ms. [insert name] is eligible for rehire with LogistiCare.

Signed: _____

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ATTACHMENT C
LETTER OF APOLOGY

Dear Ms. _____,

We want to apologize to you for the treatment you received at LogistiCare Solutions, LLC, while you were pregnant. It was disrespectful and unacceptable. We want to extend our sincere apologies. We want you to know that we intend to do better in the future with our pregnant employees.

Signed: _____

[insert name], Head of Human Resources

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ATTACHMENT D
NOTICE TO EMPLOYEES

The following notice is posted as part of a Consent Decree resolving the lawsuit, EEOC v. LogistiCare Solutions, LLC et. al., filed in the United States District Court for the District of Arizona, Civil Action No. 2:20-CV-00852-GMS. The United States Equal Employment Opportunity Commission alleged that LogistiCare Solutions, LLC violated Title VII by terminating employees because they were pregnant.

Management wishes to emphasize the importance of providing equal employment opportunity in all of its operations and in all areas of employment. LogistiCare Solutions, LLC. will ensure that there will be no pregnancy discrimination against any employee. LogistiCare Solutions, LLC will also ensure that there will be no discrimination against any employee or applicant because of race, religion, sex, national origin, disability, or age.

Any employee who believes that he/she has suffered discrimination on the basis of disability, age, race, color, religion, sex, pregnancy, national origin, or retaliation has the right to contact the EEOC directly at (602) 661-0002 or at 3300 N. Central Ave Ste. 690, Phoenix, AZ 85012. The employee may also contact the Arizona Civil Rights Division directly at (602) 542-5025 or at 2005 N. Central Ave., Phoenix, AZ 85004. No one at LogistiCare Solutions, LLC will retaliate against an employee who makes an internal complaint of discrimination or who contacts the EEOC or the Arizona Civil Rights Division.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This Notice shall remain posted for the term of 2 years.

By: _____
Date