

**FILE DATED**

OCT 26 2007

Indiana State Civil Rights Commission

**STATE OF INDIANA  
CIVIL RIGHTS COMMISSION**

**Elmira Davis,  
Complainant  
v.**

**Docket No. EMra05100543  
EEOC No. 24FA600023**

**American Senior Communities  
Db a Riverwalk Commons,  
Respondent**

**CONSENT AGREEMENT**

This Agreement by and between, Elmira Davis, hereinafter called Complainant, and American Senior Communities dba Riverwalk Commons, hereinafter called Respondent, is entered into in full conciliation and settlement of the complaint filed by Complainant with the Indiana Civil Rights Commission under its Docket No. EMra05100543, charging Respondent with unlawful discrimination on the basis of race in employment. The parties have entered into a separate Settlement Agreement and hereby agree to and do enter into the following Consent Agreement (Agreement), binding before the Indiana Civil Rights Commission:

1. Complainant hereby waives any and all claims to remedies except as herein provided and covenants not to sue Respondent before any

administrative agency; State or Federal Court with respect to the matters, actions, or circumstances which gave rise to the above referenced complaint subject to performance by the Respondent of the promises and representations contained herein.

2. Respondent agrees that the Indiana Civil Rights Commission may review compliance with this Agreement. As a part of such review, the Commission may require written reports concerning compliance, examine witnesses and copy pertinent records of the Respondent at any reasonable time and upon giving reasonable prior notices to Respondent between the date of this Agreement and through the end of 2008.

3. For the purpose of this Agreement, the Indiana Civil Rights Commission shall determine whether the Respondent has complied with the terms of this Agreement. Whenever the Commission has reasonable cause to believe that the Respondent has breached this Agreement, the Commission may file a civil action under IC 4-21.5-6 for the enforcement of the terms of the Agreement.

4. The parties acknowledge that execution of this Agreement does not constitute any admission on the part of the Respondent that they have violated any law or committed any wrongful act, nor does it

constitute any less belief in the correctness of the complaint filed by Complainant. Such execution only represents the parties' desire to settle and conciliate this matter without the necessity and burdens of a public hearing.

5. Respondent shall issue a check payable to Elmira Davis in the amount of eight thousand, five hundred dollars (\$8,500.00). Check shall be delivered to Elmira Davis by certified mail within ten (10) days of the effective date of the Settlement Agreement.
6. Respondent agrees that there shall be no discrimination or retaliation of any kind against Complainant or its employees because of the filing of the above-referenced complaint or testifying, assisting, or participating in any manner in a proceeding before the Indiana Civil Rights Commission.
7. Respondent shall maintain written policies prohibiting discrimination and harassment based upon race, religion, disability, sex, national origin, or ancestry. Current and future employees of Respondent shall be notified in writing of these policies and appropriately disciplined for violation of such policies.
8. Respondent agrees to post prominent notice of equal opportunity laws in a location appropriate for the usual dissemination of

employment information, such as the employee break room.

9. Respondent agrees to provide neutral employment information to any future, potential employer of Complainant that may inquire. This information shall consist of Complainant's term of employment, job title and ending salary. Respondent hereby designates Patricia Rowe, Vice President of Human Resources, as its representative for purposes of providing such information.

10. Complainant agrees to withdraw her complaint against Respondent pending before the Indiana Civil Rights Commission and any complaint, charge, grievance or action of law regarding the issues herein resolved which he may have been filed with any other tribunal having jurisdiction. Complainant agrees that this Agreement, when fully executed, shall constitute her request and motion for withdrawal of any such complaint, grievance or action before any such agency.

SIGNATURES

COMPLAINANT

Elmira Davis  
SIGNED

9-19-07  
DATE

Elmira Davis  
PRINT

765-649-9394  
Telephone

2314 Franklin Street  
Complainant's address ANDERSON TOWN IN 46016

STATE OF INDIANA )  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, and acknowledged the execution of the foregoing Consent Agreement this 19<sup>th</sup> day of September, 2007.

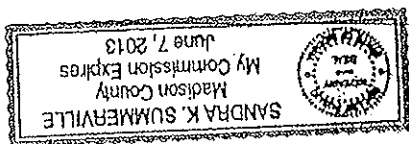
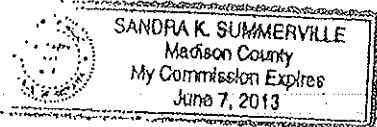
Sandra Kay Summerville  
Signature of Notary

Sandra Kay Summerville  
Type or print name of Notary

County of Residence:

June 7, 2013

My Commission Expires:



RESPONDENT

Patricia D Rowe

SIGNED

10-08-07

DATE

American Senior Communities

FOR

317.

788.2500

Telephone

6900 S. Gray Rd., Indianapolis, IN 46237

Respondent's Address,

STATE OF INDIANA )

COUNTY OF Marion )

Before me, a Notary Public in and for said County and State, personally appeared Patricia Rowe and acknowledged the execution of the foregoing Consent Agreement this 8 day of October 2007.

M Childers

Signature of Notary

Nina Childers

Type or print name of Notary

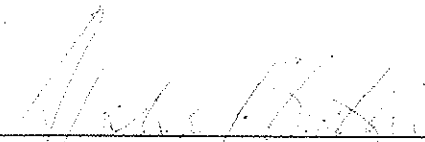
County of Residence:


Marion

My Commission Expires on:

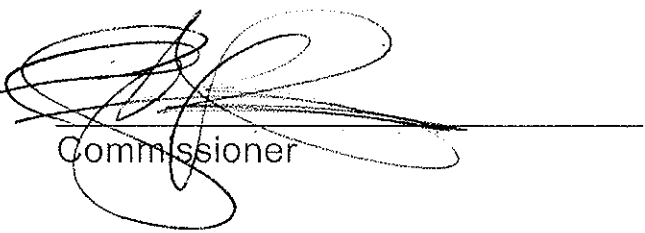
4-28-08

The foregoing consent agreement has been signed and entered as record before the Indiana Civil Rights Commission this 26<sup>th</sup> day of October 2017.

  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Commissioner