

FILE DATED

MAY 19 2006

STATE OF INDIANA
CIVIL RIGHTS COMMISSION

Indiana State Civil Rights Commission

Deanna Carter
Complainant,

Docket No.: EMra04070332

EEOC No.: 24FA400265

v.

Apria Healthcare, Inc.
Respondent.

CONSENT AGREEMENT

This Agreement between Deanna Carter, hereinafter called Complainant, and Apria Healthcare, Inc, hereinafter called Respondent, is entered into in full conciliation and settlement of the complaint filed by the Complainant with the Indiana Civil Rights Commission a Docket No.: EMra04070332 and charge filed with the Equal Employment Opportunity Commission as Charge No.: 24FA400265 charging Respondent with unlawful discrimination on the basis of race in employment.

The Parties hereby agree to and do settle the above matters in the following extent and manner:

1. Complainant and Respondent shall forego their right to a public hearing before the Indiana Civil Rights Commission and trial in the United States Federal Court system on the issues raised by Complainant's above-referenced complaint and charge. Both parties agree to waive their right to a formal determination by the Commission on matters, which were or might have been alleged as charges settled by this Agreement. Furthermore, neither the Indiana Civil Rights Commission nor the Equal Employment Opportunity Commission waives its right to process any other charges filed against Respondent.
2. Complainant hereby waives any and all claims to remedies except as herein provided and covenants not to sue Respondent with respect to the matters, or circumstances, which gave rise to the above-referenced complaint and charge, subject to performance by the Respondent of the promises and representations contained herein. The Commission shall determine whether Respondent has complied with the terms of this Agreement.
3. Respondent agrees that the Indiana Civil Rights Commission may review compliance with this agreement.

4. The parties acknowledge that execution of this agreement does not constitute any admission on the part of Respondent that it has violated any law or committed any wrongful act, nor does it constitute any less belief in the correctness of the complaint 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 agrees that there shall be no discrimination or retaliation of any kind against Complainant because of the filing of this complaint with the Indiana Civil Rights Commission and the Equal Employment Opportunity Commission.
6. Respondent agrees to pay Complainant and her attorney, Christopher S. Wolcott, a total payment of twenty thousand dollars (\$20,000.00) as described in the CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE document, signed by the parties only. Respondent agrees to make the above payment within ten days of receiving a fully executed copy of this agreement and the Confidential Settlement Agreement and General Release simultaneously mail to the Indiana Civil Rights Commission a copy of the check/s distributed to Complainant and her attorney.
7. Respondent agrees to purge Complainant's records of all reference to the complaint and charge herein resolved, of the incidents and circumstances, which gave rise thereof. Respondent agrees that, in the event of any reference requests or inquiries by any third party, Respondent shall not include in any reply, written or verbal, any reference to the purged items or any general adverse references or evaluations of Complainant. Respondent further agrees to designate his official for purposes of a reference check. Respondent designates

Name Kathy Klein

Title Director of Employee Relations and Risk Management

Address 26220 Enterprise Court

City & State Lake Forest, California 92630

Telephone No. (949) 639-2000

as Respondent's official to provide reference information to third parties.

8. Respondent represents that it is and shall be the continuing policy of Apria Healthcare, Inc., to actively recruit, hire, and promote qualified individuals without regard to the race, religion, color, sex, national origin, ancestry or disability of the individual. This policy of non-discrimination shall encompass all aspects of the employer-employee relationship including hiring, job assignments, upgrading, promotion, transfer, selection for training, rates of pay and all other employee benefits.
9. Respondent has and/or shall post and maintain, on those bulletin boards normally used to disseminate employee information, a bold print statement of policy on equal employment.
10. Respondent has notified and/or shall notify, in writing, all supervisory personnel and departmental managers of the policies enumerated in paragraphs eight (8) and nine (9) above. This notice shall make it clear to the supervisory personnel that any deviation from these policies and procedures will be cause for disciplinary action including possible suspension or discharge.
11. 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/she may have filed under Title VII of the Federal Civil rights Act of 1964, as amended, or filed with the U.S. Equal Employment Opportunity Commission or 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, charge, grievance, or action to any such tribunal or agency.

COMPLAINANT:

Debra J. Carter

Signature of Complainant

Debra J. Carter

Type or print name of Complainant

STATE OF INDIANA

COUNTY OF MARION

Before me, a Notary Public in and for said County and State, personally appeared DEANNA CARTER and acknowledged the execution of the foregoing Consent Agreement this 24 day of APRIL, 2006

Sandra S. Stratton

Signature of Notary

SANDRA S STRATTON

Type or print name of Notary

Public

County of Residence:

MARION

My Commission Expires:

02/26/08

RESPONDENT:

By: Kathy Klein

For: APRIA HEALTHCARE
STATE OF ~~INDIANA~~ CALIFORNIA
COUNTY OF ORANGE

Before me, a Notary Public in and for said County and State, personally appeared KATHY KLEIN and acknowledged the execution of the foregoing Consent Agreement this 2nd day of MAY, 2006.

Margaret R. Bowley

Signature of Notary Public

MARGARET R. BOWLEY

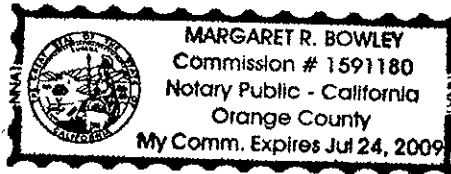
Type or print name of Notary Public

County of Residence:

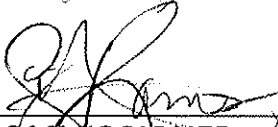
Orange

My Commission Expires

07-24-09



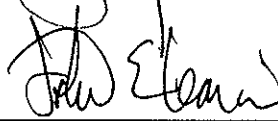
The foregoing Consent Agreement has been signed and entered as record before the Indiana Civil Rights Commission this May 17 day of May, 2006.



COMMISSIONER



COMMISSIONER



COMMISSIONER



COMMISSIONER

To be served either personally or by certified mail, return receipt requested on the following: