

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS**

MARIA OPARA,

Plaintiff,

v.

**UV MEMORY CARE, LLC, d/b/a
UNIVERSITY VILLAGE MEMORY
CARE**

Defendant.

Case No.: 1:26-cv-1647

CONSENT DECREE

I. INTRODUCTION

1. Maria Opara commenced this action against UV Memory Care, LLC, d/b/a University Village Memory Care, (UVMC) to enforce Section 4311 of the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. § 4301 *et seq.* (USERRA). The United States represents Opara in this action following referral of Opara's USERRA complaint to the United States Department of Justice from the Veterans' Employment and Training Service (VETS) of the United States Department of Labor (DOL).

2. In her Complaint, Opara alleges that UVMC discriminated against her in violation of USERRA by demoting, or attempting to demote, her because of her service in the uniformed service and by terminating her employment when she refused to accept the forced demotion.

3. This Court has jurisdiction over this action under 28 U.S.C. § 1331 and 38 U.S.C. § 4323(b). The Parties, desiring that this action be settled by this Consent Decree (Decree) and without the burden of protracted litigation, agree to the jurisdiction of this Court over the subject

matter of this action and the Parties for the purpose of entering this Decree and, if necessary, enforcing this Decree.

4. Venue is proper in this district for purposes of this Decree and any proceedings related to this Decree.

5. UVMC agrees that all statutory conditions precedent to the institution of this lawsuit have been fulfilled.

6. Subject to the Court's approval of this Decree, the Parties waive a hearing and findings of fact and conclusions of law on the merits of this case. The Parties further agree to the entry of this Decree as final and binding between them with regard to all issues raised (a) in Opara's DOL Charge, USERRA Case No. TX-2024-00076-10-G, giving rise to the Complaint filed in this action and (b) in the Complaint filed by Opara in Civil Action No. 1:26-cv-1647.

7. This Decree shall not constitute an adjudication or finding on the merits of any claim in this case.

8. Nothing in this Decree shall be interpreted to relieve UVMC of any obligations it has under USERRA or to permit it to engage in any actions prohibited by USERRA.

9. In resolution of this action, the Parties hereby agree to, and the Court expressly **APPROVES, ENTERS, and ORDERS**, the following:

II. PARTIES AND DEFINITIONS

10. "Date of entry" of this Decree refers to the date this Decree is signed by the United States District Judge.

11. "Days" refer to calendar days. If any deadline referenced in this Decree falls on a weekend or federal holiday, the deadline shall be moved to the next business day.

12. "Parties" refers collectively to Plaintiff Maria Opara and Defendant UV Memory

Care, LLC, d/b/a University Village Memory Care, (UVMC).

13. “Party” refers to Plaintiff Maria Opara or Defendant UV Memory Care, LLC, d/b/a University Village Memory Care, (UVMC).

14. “UVMC” refers to UV Memory Care, LLC, d/b/a University Village Memory Care, and includes its current, former, and future agents, employees, officials, designees, and successors in interest.

III. INDIVIDUAL RELIEF

15. In settlement of the Parties’ claims in this action, UVMC agrees to provide Opara with the individual relief set forth below.

16. UVMC shall make a settlement payment mailed to Opara via certified mail, return receipt requested, within ten days of date of entry of this Consent Decree. Unless otherwise instructed by the United States, UVMC shall make the check payable to Maria Opara. The United States shall inform UVMC to what address to send the check. UVMC will email the United States the certified mail tracking information within twenty-four hours of mailing the settlement payment to Opara.

17. The check shall include the settlement payment of \$15,000, without any withholdings. UVMC shall issue Opara an IRS Form 1099, and any other appropriate tax forms, on or before the date required by law.

18. Opara shall provide any forms required to ensure timely payment under Paragraph 17.

19. Within seven days of UVMC mailing the check required under Paragraph 17, UVMC shall provide written confirmation of payment to the United States.

20. If Opara, or any prospective employer of Opara, seeks a reference from UVMC, it

must be addressed to the Director. Upon receipt of such request, the Director shall respond with Opara's dates of employment, position held, job description and duties, and wage history and shall provide no other information. If the Director position is eliminated or vacant, UVMC shall notify Opara with ten days of when the position becomes eliminated or vacant to whom she should address reference requests. If a reference is requested by Opara from anyone other than the Director, UVMC is not responsible for the response.

21. In consideration of the relief being provided as described in this Decree, Opara releases and discharges UVMC from the claims identified in the Complaint filed in this action and in her DOL Charge, USERRA Case No. TX-2024-00076-10-G. This release and discharge of claims is subject only to UVMC's compliance with the terms of this Decree.

IV. GENERAL INJUNCTIVE RELIEF

22. UVMC, by and through its officials, agents, employees and all persons in active concert or participation with UVMC in the performance of employment or personnel functions, is enjoined from violating any provision of USERRA, including, but not limited to, the provisions prohibiting discrimination against a person because of uniformed service and prohibiting retaliation or interference with the exercise of a person's rights under USERRA or because any individual assisted in the enforcement of USERRA rights, including testifying or making a statement in connection with a proceeding under USERRA.

V. POSTING AND DISTRIBUTION OF NOTICE

23. Within fifteen days from the date of entry, UVMC shall post the DOL "Your Rights Under USERRA Poster," (Poster) *see* <https://www.dol.gov/agencies/vets/programs/userra/poster> advising its employees of their rights under USERRA. The Poster shall be posted in prominent places frequented by its employees in UVMC's workspace in the same manner as other mandatory

equal employment opportunity (EEO) notices. UVMC shall also distribute the Poster to all employees within thirty days from the date of entry using the method, e.g., electronic mail, by which it communicates employment information to employees in its normal course of business. Upon posting and distributing the Poster, UVMC shall notify the United States of its compliance with this Paragraph.

VI. DEVELOPMENT AND REVISION OF UVMC'S USERRA POLICIES AND PROCEDURES

24. Within thirty days from the date of entry of this Decree, UVMC shall provide to the United States UVMC's: (a) written procedures for handling an alleged USERRA violation (Procedures); (b) written policy prohibiting discrimination and retaliation because of an individual's service in the uniformed service (USERRA Anti-Discrimination and Anti-Retaliation Policy); and (c) written leave policy for those serving in the uniformed service (USERRA Leave Policy) ((b) and (c) are collectively referred to as the Policies) for the United States' comment and approval.

25. At a minimum, UVMC's Procedures shall include the following:

- a. designating a USERRA Officer who shall be trained in, and specifically responsible for, accepting complaints alleging USERRA violations for all UVMC departments;
- b. requiring the USERRA Officer to take prompt action to address the alleged USERRA violation;
- c. requiring all managers to report any alleged USERRA violation to the USERRA Officer within a certain period of time;
- d. documenting in writing a complainant's alleged USERRA violation, including documenting in writing any oral complaint made to a manager;

- e. the time period for investigating and resolving the complaint;
- f. the steps to be taken during the investigation of the complaint and during the resolution process;
- g. issuing a final written decision after investigation of the complaint; the written decision shall include reasons supporting the final decision;
- h. providing the complainant with a copy of the final written decision;
- i. the steps for appealing the final written decision;
- j. requiring disciplinary action, up to and including termination if appropriate, for employees, including supervisors, who are proven to engage in discrimination or retaliation against current, former, or prospective service members, or otherwise violated an employee or applicant's rights under USERRA; and
- k. setting forth the disciplinary procedures to be followed when there is a finding substantiating the complainant's allegations.

26. At a minimum, UVMC's USERRA Anti-Discrimination and Anti-Retaliation Policy shall:

- a. define discrimination under USERRA, with examples;
- b. define retaliation under USERRA, including what activity is protected by USERRA, with examples;
- c. the terms "discrimination" and "retaliation" as defined by UVMC in this Policy may include acts that do rise to the level of adversity necessary for the discriminatory or retaliatory act to violate USERRA. By defining the terms in this way, UVMC can learn of and address discrimination and retaliation before a USERRA violation occurs;

- d. explain who is covered by USERRA, including, *inter alia*, employees and applicants who are past or present members of the uniformed service; those who have applied for membership in the uniformed service; those who are obligated to serve in the uniformed service; and anyone assisting in the enforcement of USERRA rights;
 - e. describe the Procedures set forth in Section VI, Paragraph 25;
 - f. include a statement encouraging employees to report alleged USERRA violations as soon as practicable;
 - g. include a statement that an employee, along with, or in lieu of, filing an internal complaint with UVMC, may also file a complaint with DOL or in a court with jurisdiction; and
 - h. provide that compliance with this Policy shall be a factor in each manager's performance evaluation.
27. At a minimum, UVMC's USERRA Leave Policy shall:
- a. explain UVMC's policy as it relates to leave to serve in the uniformed service.
UVMC shall ensure that this policy complies with the provisions of USERRA;
 - b. explain who is entitled to leave to serve in the uniformed service;
 - c. describe the Procedures set forth in Section VI, Paragraph 25;
 - d. include a statement encouraging employees to report alleged USERRA violations as soon as practicable;
 - e. include a statement that an employee, along with, or in lieu of, filing an internal complaint with UVMC, may also file a complaint with DOL or in a court with jurisdiction; and

- f. provide that compliance with this Policy shall be a factor in each manager's performance evaluation.

28. The United States shall review and approve the Procedures and Policies, or provide revisions to the proposed Procedures and Policies, within thirty days of its receipt. Any disagreement between the United States and UVMC regarding the proposed Procedures and Policies language shall be governed by the process outlined in Section IX.

29. Within thirty days of receiving the United States' approval of, or revisions to, the Policies, or completion of the process outlined in Section IX if needed, UVMC shall (a) distribute the Policies to all current employees; (b) post the Policies on its internal and external website; (c) reference the Policies in its job application materials; (d) distribute the Policies to all attendees at any new employee and volunteer orientation or training sessions; and (e) distribute the Policies at the trainings referenced in Section VII below.

VII. USERRA TRAINING

30. Within thirty days of receiving the United States' approval of, or revisions to, the Policies, or completion of the process outlined in Section IX if needed, UVMC shall provide to the United States, for the United States' comment and approval, the training materials UVMC proposes to use to train all employees and volunteers on the Policies.

31. The United States shall review and approve, or provide revisions to, the proposed training within thirty days of its receipt. Any disagreement between the United States and UVMC regarding the language of the proposed training shall be governed by the process outlined in Section IX.

32. Within thirty days of receiving the United States' approval of, or revisions to, the proposed training, or completion of the process outlined in Section IX if needed, and each

following year on or around the same date, UVMC shall provide the training, as approved or revised, for all its employees and volunteers, absent extenuating circumstances (e.g., FMLA leave). UVMC shall distribute the Policies to all attendees at these trainings or inform the attendees where they can find an electronic version of the Policies.

33. The trainings outlined in Paragraph 32 shall be interactive and trainer-led and may be conducted in person or virtually.

34. All persons who undergo training pursuant to Paragraph 32 shall sign an acknowledgement of attendance at the training. Acknowledgements required under this Paragraph may be accomplished by electronic means, such as by e-signature. UVMC shall maintain all signed acknowledgements for the duration of this Decree and provide them to the United States within fifteen days upon written request.

VIII. RECORD KEEPING AND REPORTING

35. UVMC shall retain all records necessary to implement this Decree. Except as otherwise provided, UVMC shall furnish records and documents relevant to its compliance with the implementation of this Decree to the United States within thirty days of any written request to UVMC's counsel.

36. UVMC shall retain all documents or electronically stored information (ESI) (as those terms are construed under Rule 34(a) of the Federal Rules of Civil Procedure) that come into its possession relating to:

- a. all complaints alleging a potential violation of USERRA filed by UVMC employees or applicants: (1) through UVMC's internal complaint process; (2) with DOL; (3) with any other federal or state agency authorized to receive such complaints; or (4) in any court. The United States shall not publicly disclose any

complaints received under this Paragraph unless required by law or otherwise required for the enforcement of this Decree;

- b. any disciplinary action taken related to the complaints referred to in Paragraph 36(a). This provision applies to any complaints that arise from the date of entry through the term of this Decree as defined in Paragraph 47 of this Decree; and
- c. UVMC shall provide copies of such documents or ESI to the United States within ten business days of UVMC's receipt of complaints (Paragraph 36(a)) and within ten business days taking any disciplinary action related to such complaints (Paragraph 36(b)).

37. UVMC shall send quarterly reports to the United States for the duration of the Decree. The first report is due ninety days after the date of entry, with a report due every ninety days thereafter until the Decree's dissolution. In the reports, UVMC shall provide:

- a. requests for leave in the uniformed service and reemployment submitted by a UVMC employee or applicant, if any, and UVMC's responses to such requests;
- b. all written complaints (or notes related to any oral complaints) and all oral complaint documented in writing by UVMC alleging discrimination against a former, current, or prospective service member filed by a UVMC employee or applicant or alleging retaliation based on activity protected by USERRA, received by UVMC;
- c. all documents and ESI relating to investigation and resolution of all such complaints by UVMC;
- d. the date of receipt of all such complaints by UVMC, together with the dates of investigation and resolution of each complaint, including the dates of any action

taken by UVMC in response to each complaint;

- e. a statement of the results of the investigation of all such complaints, including any findings or conclusions made, and any actions taken, by UVMC to resolve any such complaint; and
- f. the identity of all supervisors or administrators who received any such complaint, including who conducted the investigation, made findings related to the complaint, determined what action to take in response to the complaint, and enforced the action to be taken in response to the complaint.

IX. DISPUTE RESOLUTION

38. The Parties shall attempt to resolve informally any dispute that may occur under this Decree. The Parties shall engage in good faith efforts to resolve the issue before seeking action by the Court. If the Parties are unable expeditiously to resolve the issue, any Party may move the Court for resolution, provided that written notice is first provided to the other Party at least seven days before taking such action.

X. RETENTION OF JURISDICTION

39. The Court shall retain jurisdiction over this Decree for the purposes of implementing the relief provided herein and resolving any disputes, or entering any orders, necessary to implement the relief provided herein, which jurisdiction shall terminate as provided in Paragraph 47.

XI. MISCELLANEOUS

40. Opara, the United States, and UVMC shall bear their own costs and fees in this action, including the costs of compliance or monitoring.

41. If any provision of this Decree is found to be unlawful, only the specific provision

in question shall be affected and all other provisions shall remain in full force and effect.

42. To the extent possible, all documents required to be delivered to the Parties under this Decree shall be sent via electronic mail.

43. Where electronic delivery is not possible, documents delivered under this Decree to Opara and the United States should be sent to the following physical address via FedEx or UPS service:

Sara Safriet
Senior Trial Attorney
U.S. Department of Justice
Civil Rights Division
Employment Litigation Section
4 Constitution Square
150 M Street NE, Room 9.1804
Washington, D.C. 20530

This contact information may be updated by emailing UVMC's counsel.

44. Where electronic delivery is not possible, documents delivered under this Decree to UVMC shall be sent to the following physical address:

Walter V. Williams
THOMAS WILLIAMS McCONNELL, PLLC
1204 San Antonio Street, Second Floor
Austin, Texas 78701

This contact information may be updated by emailing Opara's counsel.

45. The Parties may update physical or electronic mailing addresses without requiring any changes to this Decree.

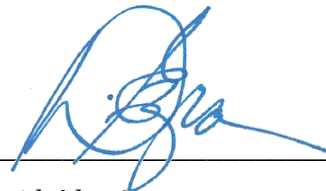
46. This Decree may be executed in multiple counterparts, each of which together shall be considered an original but all of which shall constitute one Decree. The Parties agree to be bound by electronic signatures.

XII. DURATION OF THE DECREE

47. Unless otherwise ordered by this Court, and absent the pendency of any motion related to this Decree, this Decree shall expire, and the Court's jurisdiction over the Parties shall terminate, without further order of the Court twenty (20) months from the date of entry.

48. Either Party may move the Court to extend the Decree's duration upon a showing of good cause, including but not limited to noncompletion of material terms of the Decree.

It is so **ORDERED** this 2nd day of October 2026,



David Alan Ezra
Senior United States District Judge