

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI

_____)	
UNITED STATES OF AMERICA, <i>et al.</i>)	
)	
Plaintiffs,)	
)	
v.)	
)	Civil Action No. 4:12-CV-01232CDP
ROBERTSON FIRE PROTECTION)	
DISTRICT, MISSOURI, <i>et al.</i>)	
)	
Defendants.)	
)	
_____)	

SETTLEMENT AGREEMENT

This action was brought by the United States against the Robertson Fire Protection District (“Robertson”) to enforce the provisions of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e-2(a), (“Title VII”), following receipt by the Department of Justice from the Equal Employment Opportunity Commission (“EEOC”) of a charge timely filed by Steve Wilson, an employee of Robertson.

Robertson denies these allegations.

The parties, desiring that this action be settled without the burden of protracted litigation, agree to the jurisdiction of this Court over the parties and the subject matter of this action. Subject to the Court’s approval of this Settlement Agreement (“Agreement”), the parties waive a hearing and findings of fact and conclusions of law on all issues, and further agree to the entry of this Agreement as final and binding between themselves as to the issues raised in the Plaintiffs’ Complaints filed in this case and the matters resolved in this Agreement.

This Agreement, being entered with the consent of the parties, shall in no way constitute an adjudication or finding on the merits of the case, nor be construed as an

admission by Robertson of a finding of any wrongdoing or violation of any applicable federal or state law or regulation.

As used in this Agreement, the term “date of entry of this Agreement” is defined as the date on which the Court grants final approval of this Agreement.

It is therefore ORDERED as follows:

A. FINDINGS OF THE COURT

Having examined the provisions of this Agreement, the Court finds the following:

- (a) The Court has jurisdiction over the subject matter of this action and the Parties to this action.
- (b) The terms and provisions of this Agreement are lawful, fair, reasonable and just. The rights of the Parties are adequately protected by this Agreement.
- (c) This Agreement conforms with the Federal Rules of Civil Procedure and Title VII, and is not in derogation of the rights and privileges of any person. The entry of the Agreement will further the objectives of Title VII and will be in the best interest of the Parties.

B. GENERAL INJUNCTIVE RELIEF

Robertson, by and through its officials, agents, employees and all persons in active concert or participation with Robertson in the performance of employment or personnel functions, are enjoined from retaliating against or in any respect adversely affecting any person because that person has opposed policies or practices that allegedly violate Title VII, has filed a charge with the EEOC, or because of that person’s participation in or cooperation with the initiation, investigation, litigation or administration of this case.

C. IMPLEMENTATION OF POLICIES AND PROCEDURES

1. Within ninety (90) calendar days from the date of entry of this Agreement, Robertson shall review and, to the extent necessary, adopt or amend its written policies and procedures that prohibit retaliation, to ensure the following provisions are included therein:

- (a) A description of the manner in which an employee or potential employee of Robertson may make a complaint of retaliation, including the name and contact information for the Equal Employment Opportunity (“EEO”) Officer;
- (b) The identification, by job title and telephone contact information, of all individuals who are authorized to accept complaints of retaliation against Robertson, including with whom employees or potential employees register complaints if one of the identified contacts is the alleged retaliator ;
- (c) A statement that all complaints of retaliation will be promptly and objectively investigated;
- (d) A description of the procedures which will be used to investigate complaints of retaliation, and identification of the person or persons by position title in Robertson, who will conduct the investigation and make conclusions about the results of the investigation; and
- (e) A statement that Robertson will provide the results of an investigation of a complaint of retaliation to the complaining party in writing no later than thirty (30) calendar days from the date the complaint is received.

Robertson shall present to the United States for its review a draft of the proposed new or revised policies thirty (30) calendar days prior to their adoption.

2. Within ten (10) calendar days from the date upon which Robertson implements the written policies and procedures set forth in Paragraph C.1, above, Robertson shall take the following steps:

- (a) Robertson shall distribute copies of such policies and procedures to all of its employees, supervisors and agents and shall provide a copy to the United States. Each individual (other than the United States) who receives a copy shall sign an acknowledgment that it has been received and read. The signed acknowledgment by each employee shall be placed in the employee's personnel file, and the signed acknowledgment by each supervisor also shall be maintained by the EEO Officer.
- (b) Robertson shall publicize such policies and procedures by, *inter alia*, posting them in all buildings and facilities used for posting EEO information, by email to all employees, and on any internet or intranet website used for posting notices or policy changes for or concerning Robertson.
- (c) Robertson shall ensure that each new employee or supervisor receives a copy of the written policies and procedures implemented pursuant to Paragraph C.1, above, at the time of the new employee's hire or at the time of the supervisor's election or appointment. Each new Robertson employee or supervisor shall sign an acknowledgment that she or he has read and understands such policies. The signed acknowledgment by a new employee shall be placed in the employee's personnel file, and the signed acknowledgment by a new supervisor also shall be maintained by the EEO Officer.

3. Within sixty (60) calendar days from the date upon which Robertson implements the written policies and procedures set forth in Paragraph C.1, above, Robertson shall provide training with respect to Title VII's prohibitions against retaliation to all supervisory personnel who are involved in the hiring and selection procedure, evaluation of job performance and discipline of Robertson employees. Robertson shall also provide separate training with respect to Title VII's prohibitions against retaliation to all non-supervisory employees. Each training session shall be held live and include, at a minimum, a detailed explanation of the prohibitions against retaliation contained in Title VII and Robertson's policies and procedures. A description of each of the proposed training programs, including copies of all proposed training materials, shall be submitted to counsel for the United States for review within thirty (30) calendar days before the date upon which Robertson proposes conducting either training session.

D. RECORD KEEPING AND REPORTING

1. Robertson shall retain during the life of this Agreement records necessary to document the implementation of this Agreement. Robertson shall furnish records and documents relevant to its compliance with the implementation of this Agreement within thirty (30) calendar days of any written request by counsel for the United States.

2. Robertson shall retain all records that come into its possession relating to complaints or charges of employment discrimination or retaliation that may be filed against Robertson or an employee, agent or representative of Robertson and pertaining to an employee or applicant for employment with Robertson: (a) through Robertson's internal grievance procedure; (b) with the EEOC; or (c) through or with any other federal, state or local agency authorized to receive such complaints. Robertson shall provide copies of documents reflecting

such complaints or charges to counsel for the United States within ten (10) calendar days of a request for such information. In addition, the United States shall have the right to inspect and copy all documents related to such complaints or charges upon reasonable notice to Robertson without further order of this Court.

E. SPECIFIC RELIEF

1. In settlement of the claim of the United States, Robertson agrees to the following and it is hereby ordered by the Court that within twenty-one (21) calendar days of the date of entry of this Agreement:

- (a) Robertson shall expunge from Wilson's personnel file any references pertaining to Wilson's March 10, 2008 deposition and any subsequent complaints of retaliation related to said deposition. In order to accomplish this objective, Robertson shall submit to the United States, within thirty (30) calendar days from the Court's entry of this Agreement, a complete copy of the personnel file of Wilson.
- (b) Wilson's individual claim(s) was resolved by this Court's Partial Summary Judgment ruling in favor of Robertson and by subsequent separate agreement.

F. DISPUTE RESOLUTION

The parties shall attempt to resolve informally any dispute that may occur under this Agreement. 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, either party may move the Court for resolution, provided that written notice is first provided to the other parties at least seven (7) calendar days in advance of taking such action.

G. JURISDICTION OF THE COURT

1. During the life of this Agreement, the Court shall retain jurisdiction over this Agreement for the purposes of enforcing its provisions, resolving any disputes that may arise between the parties under it and entering such orders as may be appropriate.

2. This Agreement shall terminate one (1) year from the date of its entry without further order of the Court.

H. COSTS


Robertson and the United States shall bear their own costs in this action, including attorney's fees.

I. SCOPE OF THE AGREEMENT

1. This Agreement sets forth the entire agreement between the parties, and supercedes all other negotiations, representations or agreements, either written or oral, between them.

2. If any provision of this Agreement is found to be unlawful, only the specific provision in question shall be affected and the other provisions shall remain in full force and effect.

DONE AND ORDERED this 9th day of May, 2014.



HONORABLE CATHERINE PERRY
UNITED STATES DISTRICT JUDGE

Agreed and Consented To:

On behalf of Plaintiff
The United States of America:

On behalf of Defendants
Robertson Fire Protection District:

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BY: 



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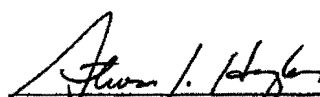
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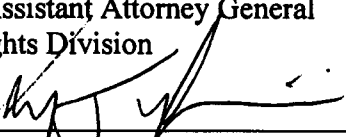
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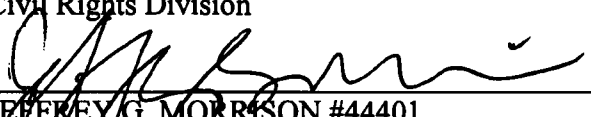
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