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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF MISSISSIPPI

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DAVID CREWS, CLERK
BY *[Signature]*
Deputy

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF MISSISSIPPI**

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 v.)
)
 H.M. GRIMMETT, SHERIFF OF)
 BOLIVAR COUNTY, MISSISSIPPI)
 (in his official capacity),)
)
)
 Defendant.)

Civil Action No. 2:11-CV-244-MPM-JAV

CONSENT DECREE

This action was brought by the United States against H.M. Grimmatt, the Sheriff of Bolivar County, Mississippi ("Sheriff"), to enforce the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, *et seq.*, as amended ("Title VII"), following receipt by the United States from the Equal Employment Opportunity Commission ("EEOC") of charges of discrimination filed by Robert E. Brown ("Mr. Brown") against the Bolivar County Regional Correction Facility ("B.C.R.C.F."), a correctional facility operated by the Sheriff. The Sheriff is responsible for the employment of persons at the B.C.R.C.F. This Court has jurisdiction of the action under 42 U.S.C. § 2000e-5(f) and 28 U.S.C. §§ 1331 and 1345.

In its Complaint, the United States alleges that the Sheriff, through the acts of Warden

Thomas Taylor, has subjected Mr. Brown to discrimination in violation of Section 704(a) of Title VII, 42 U.S.C. § 2000e-3(a), among other ways, by retaliating against Mr. Brown because he engaged in activity protected under Title VII. Specifically, the United States alleges Mr. Brown was terminated by Warden Thomas Taylor on August 13, 2009 because Mr. Brown filed a charge of discrimination with the EEOC against the B.C.R.C.F. on July 8, 2009.

The Sheriff denies that Mr. Brown was subjected to retaliation for engaging in activity protected under Title VII. Nevertheless, the United States and the Sheriff, desiring that this action be settled by an appropriate Consent Decree (“Decree”) without the burden and risks of protracted litigation, agree to the jurisdiction of this Court over the parties and the subject matter of this action. The United States and the Sheriff also hereby waive, for purposes of this Decree only, hearings and findings of fact and conclusions of law on all issues, and further agree to the entry of this Decree as a final and binding agreement between them with regard to the issues raised in the Complaint filed by the United States in this case.

This Decree, being entered into with the consent of the United States and the Sheriff, shall in no way constitute an adjudication or finding on the merits of the case, nor be construed as an admission by the Sheriff or a finding of wrongdoing or violation of any applicable federal law or regulation.

In resolution of this action, the parties hereby **AGREE** to, and the Court expressly **APPROVES, ENTERS** and **ORDERS**, the following:

I. PURPOSES OF CONSENT DECREE

1. The purposes of this Decree are to ensure that:

- (a) The Sheriff does not subject any employee who engages in activity protected under Title VII to retaliation;
- (b) The Sheriff implements appropriate and effective policies and procedures designed to ensure that its employees are aware of the available avenues by which complaints of employment discrimination may be submitted;
- (c) The Sheriff provides adequate training to all supervisory employees concerning:
 - (1) Title VII's prohibitions against subjecting employees who engage in activity protected under Title VII to retaliation; and (2) their obligations to document, report, and investigate complaints of employment discrimination that are reported to them or otherwise suspected or known by them; and
- (d) The Sheriff provides Mr. Brown appropriate remedial relief.

II. SCOPE OF DECREE

2. This Decree resolves all legal and equitable claims arising out of the United States' Complaint filed against the Sheriff in this action.

III. GENERAL INJUNCTIVE RELIEF

3. The Sheriff, its employees, supervisors, directors, agents and all individuals in active concert or participation with it, is enjoined from retaliating against any employee who engages in

protected activity under Title VII.

A. POLICIES AND PROCEDURES

4. Within ten (10) days after the date of entry of this Decree, the Sheriff shall implement the policies and procedures (addressing employment discrimination and the avenues by which B.C.R.C.F. employees may submit complaints of discrimination) that have been reviewed and already approved by the United States. The Sheriff shall keep these policies and procedures in effect for at least the duration of this Decree.

5. Within ten (10) days after the date that the Sheriff implements the policies and procedures referenced in paragraph 4, the Sheriff shall ensure that each B.C.R.C.F. employee receives a copy of such policies and procedures, and require that each B.C.R.C.F. employee sign an acknowledgment that he or she has read and understood such policies and procedures. The signed acknowledgment shall be placed by the Sheriff in each employee's personnel file. The Sheriff will also post such policies and procedures in all buildings, facilities, and websites used for posting general information to the B.C.R.C.F. employees.

B. TRAINING

6. No later than one hundred-twenty (120) days after the date of entry of this Decree, all Sheriff's employees with supervisory responsibilities shall be provided with live training on the law of equal employment opportunity, including Title VII's prohibition against subjecting persons who engage in activity protected under Title VII to retaliation. The training shall

include, at a minimum, an explanation of the Sheriff's policies and procedures implemented pursuant to paragraph 4.

7. The Sheriff will use, at the Sheriff's expense, the Outreach, Education and Training Section of the EEOC's Birmingham District to conduct the training required by paragraph 6. Following entry of this Decree, the Sheriff will contact the Outreach, Education and Training Section of the EEOC's Birmingham District and schedule the training described in paragraph 6 to be conducted by that office within the time limit set forth in paragraph 6.

8. All employees required by paragraph 6 of this Decree to attend the training shall sign an acknowledgment of attendance. Within ten (10) days of such training, the Sheriff shall provide the United States with written confirmation that all employees required by paragraph 6 to attend the training did so. The Sheriff will keep on file all signed acknowledgments for the duration of this Decree.

IV. INDIVIDUAL RELIEF FOR MR. BROWN

9. Without admitting the allegations of the United States as set forth in its Complaint, and in settlement of the claims of the United States for relief on behalf of Mr. Brown, as well as in settlement of the claims of Mr. Brown, who by his signature to the Release attached to this Decree as Appendix A, accepts the relief provided him by this Decree, the Sheriff shall pay Mr. Brown a monetary award of FIFTY-THREE THOUSAND FIVE HUNDRED DOLLARS (\$53,500), of which \$28,500 will be attributed to back pay, and \$25,000 to compensatory

damages.

10. The Sheriff shall withhold all appropriate income tax and other statutory deductions associated with the amounts attributable to back pay. The Sheriff shall separately pay its portion of any Social Security tax and other applicable employer-side federal, state and local taxes due on the back pay, and shall not deduct its portion of such taxes from the amount paid to Mr. Brown. The Sheriff shall issue to Mr. Brown the appropriate Internal Revenue Service (“IRS”) tax forms reflecting the amounts paid to Mr. Brown and the amounts withheld by the Sheriff, including issuing to Mr. Brown a W-2 wage and tax statement and, as appropriate, a 1099MISC income statement.

11. In settlement of his claims against the Sheriff, Mr. Brown has executed a release that is attached to this Decree as Appendix A. Within thirty (30) days from the date of entry of this Decree by the Court, the Sheriff shall mail to Mr. Brown two certified checks payable to “Robert Brown” for the amounts described in paragraph 9, less any applicable withholding and taxes with respect to the check for back pay. Within fifteen (15) days from the date the Sheriff sends payment to Mr. Brown, the Sheriff shall provide to the United States documentary evidence of having paid Mr. Brown by mailing proof of payment, including the specific amounts paid to Mr. Brown and the amounts of taxes withheld to the address specified in paragraph 18, below.

V. RECORDS RETENTION AND COMPLIANCE MONITORING

12. The Sheriff shall retain the following records during the term of this Consent Decree or

for the period of time required by applicable federal record retention requirements, whichever is longer:

- (a) all posted notices and posters displayed in Sheriff's buildings, offices, facilities and websites pursuant to paragraph 5, above; and
- (b) all documents that come into the Sheriff's possession relating to written or verbal complaints of employment discrimination or retaliation from any employee of the Sheriff, including documents relating to the Sheriff's investigation and resolution of any such complaints.

13. The United States may review compliance with this Decree at any time, and shall have the right to inspect and copy any documents it deems necessary to monitor the Sheriff's compliance with this Decree, upon thirty (30) days written notice to the Sheriff, without further order of this Court.

14. The Sheriff shall report to the United States any complaint of employment discrimination or retaliation made by any employee of the Sheriff, whether made internally or made to the Equal Employment Opportunity Commission, or any other state or local agency charged with enforcement of anti-discrimination laws pertaining to employment, within twenty (20) days of the submission of the complaint.

VI. DISPUTE RESOLUTION

15. The parties shall attempt to resolve informally any dispute that may arise under this Decree. If the parties are unable to resolve the dispute expeditiously, after providing the other

party with twenty (20) days written notice, either party may move the Court for a resolution of the issue.

VII. EXPIRATION

16. This Decree shall expire and this action shall be dismissed two (2) years from the date of entry of this Decree, provided that the Sheriff has complied with the provisions of this Decree.

VIII. GENERAL PROVISIONS

17. The parties shall bear their own costs in this action, including attorney's fees, incurred by them prior to entry of this Decree by the Court. However, the parties shall retain the right to seek costs for any matter which, in the future, may arise under this Consent Decree and require resolution by the Court.

18. All documents required to be delivered under this Decree to the United States shall be sent by overnight mail to the attention of:

Chief
Employment Litigation Section
U.S. Department of Justice
Civil Rights Division
601 D Street, N.W., Room 4040
PHB, Fourth Floor
Washington, D.C. 20579

19. All documents required to be delivered under this Decree to the Sheriff shall be sent to the attention of:

Sheriff of Bolivar County
2792 Hwy 8 West
Cleveland, Mississippi 38732

IX. JURISDICTION OF THE COURT

20. The Court shall retain jurisdiction over this Decree for the purpose of resolving any disputes or entering any orders that may be necessary to implement the relief provided in the Decree.

IT is so **ORDERED**, this 14th day of December, 2011.


UNITED STATES DISTRICT JUDGE

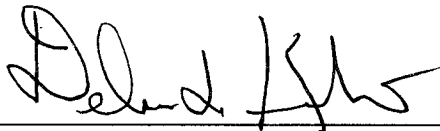
AGREED AND CONSENTED TO:

For plaintiff United States of America:

THOMAS E. PEREZ
Assistant Attorney General
Civil Rights Division

FELICIA C. ADAMS
United States Attorney
Northern District of Mississippi

By:



DELORA L. KENNEBREW (GA Bar No. 414320)
Chief
Employment Litigation Section
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By:



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Esther Lander
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Telephone: (202) 514-9694

For Defendant H.M. Grimmatt, Sheriff of Bolivar County:

By:

H.M. Grimmatt
H.M. Grimmatt
Sheriff of Bolivar County

APPENDIX A

RELEASE

STATE OF MISSOURI

COUNTY OF ST. LOUIS

For and in consideration of the monetary award of fifty-three thousand five hundred dollars (\$53,500), of which \$28,500 will be attributed to back pay, and \$25,000 to compensatory damages, to be paid to me by H.M. Grimmett, Sheriff of Bolivar County (in his official capacity) ("Sheriff") pursuant to the provisions of the Consent Decree once approved and entered in *United States v. H.M. Grimmett, Sheriff of Bolivar County (in his official capacity)*, Case No. _____cv_____, in the United States District Court for the Northern District of Mississippi, I, Robert E. Brown, hereby release and forever discharge H.M. Grimmett, Sheriff of Bolivar County ("Sherriff"), his current and future officials, employees and agents, of all legal and equitable claims arising out of the above-referenced case, and any other claims of employment discrimination related to my employment with the Bolivar County Regional Correctional Facility, including but not limited to, any claims of employment discrimination arising out of EEOC Charge Nos. 2009-002606 and 423-2009-2320, or any claims that could have been made based on the incidents described in EEOC Charge Nos. 2009-002606 and 423-2009-2320.

I understand that the relief to be given to me in consideration for this release does not constitute an admission by the Sheriff of liability, discrimination, violations of law, or wrongdoing and does not constitute an admission by the Sheriff or the Bolivar County Regional Correctional Facility of the validity of any claims raised by me or on my behalf.

This Release constitutes the entire agreement between the Sheriff and me, and is subject only to entry and approval by the Court of the Consent Decree, and the payment of the monetary award, as referenced above.

I acknowledge that a copy of the Consent Decree entered into by the United States and the Sherriff has been made available to me. I acknowledge also that I have been given the opportunity to review the Consent Decree and this Release with an attorney of my own choosing.

I HAVE READ THIS RELEASE AND UNDERSTAND THE CONTENTS THEREOF AND I EXECUTE THIS RELEASE OF MY OWN FREE ACT AND DEED.

Date: Nov. 28, 2011


Robert Brown