

**UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	
)	Civil Action No.
)	
CITY OF TAMPA, FLORIDA)	
)	
Defendant.)	

CONSENT DECREE

I. INTRODUCTION

This action was brought by Plaintiff United States of America against Defendant the City of Tampa, Florida, (“Tampa”) 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 a charge of discrimination filed by an employee, Jeffrey Burger, against Tampa. This court has jurisdiction over this action under 42 U.S.C. §§ 2000e-5(f), and 2000e-6(a), and 28 U.S.C. §§ 1331 and 1345.

1. The complaint filed by the United States alleges that Tampa discriminated on the basis of sex (male) against Burger and similarly situated

employees in violation of Title VII by denying its male employees comparable parental caregiver leave to care for newborn children on the same terms that it offered it to its female employees during the period from February 2017 to December 2018.

2. Tampa denies it discriminated against Burger or other male employees in violation of Title VII.

3. Nevertheless, the United States and Tampa (collectively, the “Parties”), desiring that this action be settled by an appropriate Consent Decree (“Decree”), and to avoid the burdens and risks of protracted litigation, agree to the jurisdiction of this Court over the Parties and the subject matter of this action. This Decree, being entered into with the consent of the United States and Tampa, shall in no way constitute an adjudication or finding on the merits of the case, nor be construed as an admission by Tampa or a finding of wrongdoing or violation of any applicable federal law or regulation. The Parties further agree that all statutory conditions precedent to the institution of the lawsuit, including administrative prerequisites, have been fulfilled.

II. FINDINGS

4. Having examined the terms and provisions of this Decree, 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 Parties waive findings of fact and conclusions of law on the merits of this case, and further agree to entry of this Decree as a final and binding agreement between them in settlement of claims raised in this civil action concerning Burger, similarly-situated employees, and Tampa's parental caregiver leave policy.

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

III. EQUITABLE RELIEF

5. Within 30 days from the date of entry of this Decree, Tampa shall select an employee to serve as its Equal Employment Opportunity ("EEO") Officer under this Decree, and inform the United States of the selection. Tampa's selection is subject to approval by the United States and such approval will not be unreasonably withheld. The United States will inform Tampa whether it approves of Tampa's selection for the EEO Officer position within 30 days after it is notified of the selection. If there is a dispute over the selection, the dispute will be resolved through the Dispute Resolution provisions of this Decree contained in Section V of this Decree.

6. The EEO Officer shall ensure that Tampa implements the relief required by this Decree. The EEO Officer shall also ensure that investigations of

prohibited forms of harassment and retaliation are investigated in accordance with the terms of this Decree.

- a. The EEO Officer, and any individuals designated to conduct investigations of discrimination or retaliation , must undergo a minimum 32-hour training course that meets the EEOC's training requirements for EEO Investigators as set forth in EEOC Management Directive 110, Ch. 6 § II (<https://www.eeoc.gov/federal-sector/management-directive/chapter-6-development-impartial-and-appropriate-factual-records>). This training shall be completed within 120 days from the date of entry of this Decree.
- b. The EEO Officer, and any individuals designated to conduct investigations of discrimination, must undergo a minimum additional 8 hours of training annually that meets the EEOC's training requirements for EEO Investigators, as set forth in EEOC Management Directive 110, Ch. 6 § II.

7. Within ninety (90) days of the entry of this Decree, Tampa shall submit to the United States for review a new proposed parental leave policy that complies with Title VII (“the Revised Parental Leave Policy”). As part of this policy, Tampa will propose a sex-neutral policy that provides for two categories of

parental caregiving leave, one for the primary caregiver, and one for the secondary caregiver. Tampa shall not consider an employee's sex in determining whether an employee is eligible for primary caregiver or secondary caregiver leave.

8. Within ninety (90) days of the entry of this Decree, Tampa shall submit to the United States for review proposed anti-discrimination and anti-retaliation policies (the "Revised EEO Policies"). These Revised EEO Policies will include a process for employees to complain of discrimination based on sex, and prohibit any retaliation against those employees who use the process.

9. The proposed Revised EEO Policies shall comply with Title VII and shall include, at a minimum:

General Policy Reforms

- i. Tampa shall have policies addressing prohibited forms of discrimination and retaliation.
- ii. Tampa must have an anti-retaliation policy, which states, among other things, that individuals who complain of prohibited forms of discrimination and/or retaliation will not have the terms or conditions of their employment altered in a way that might dissuade a reasonable employee from making a complaint.

Complaint and Investigation Procedures

- iii. Tampa's policies must describe the manner in which employees may complain of prohibited forms of discrimination and/or retaliation, including but not limited to; (A) multiple options for where to file a complaint including, but not limited to, the employee's direct supervisor; (B) the option to complain to someone outside of an employee's chain of command, including to human resources; (C) options to complain anonymously, such as through a telephone number or online portal; (D) the option to complain either in writing or orally; and (E) the option to complain outside of Tampa, including to the EEOC.
- iv. Individuals who complain of prohibited forms of discrimination and/or retaliation shall not have to confront the individual(s) they complain of discriminating and/or retaliating against them.
- v. Employees who need to take time away from their normal work duties in order to participate in an investigation of alleged prohibited forms of discrimination and/or retaliation shall not lose

compensation that they normally would have earned had they been performing their normal work duties and they shall not be required to use leave to participate in the investigation.

- vi. All complaints of prohibited forms of discrimination and/or retaliation must be documented either by the complainant or, if the complainant decides not to make a written complaint, by Tampa.
- vii. Supervisors must promptly report to Tampa's EEO Officer any prohibited forms of discrimination and/or retaliation they observe, hear about, or learn about through an employee complaint or otherwise.
- viii. Supervisors who fail to appropriately report prohibited forms of discrimination and/or retaliation to the EEO Officer will be subject to discipline.
- ix. Tampa shall promptly and appropriately respond to all complaints of prohibited forms of discrimination and/or retaliation. Tampa's response shall include documenting the complaint, conducting an investigation, interviewing relevant parties, considering all available information

relevant to the complaint, drafting an investigative report, and taking appropriate corrective action, including disciplining discriminators or retaliators and making victims whole through, for example, monetary relief. If Tampa, after it receives a complaint, does not have sufficient information to enable it to investigate the complaint, it shall explain to the complainant, in writing, what additional information it would need to conduct an investigation, ask the complainant to provide that additional information, and give the complainant a reasonable amount of time to provide additional information. If, after the complainant has had a reasonable amount of time to provide more information, Tampa still does not have sufficient information to enable it to perform an investigation, it shall inform the complainant that it cannot perform an investigation and it will not be able to conduct an investigation unless and until it receives sufficient information.

- x. Tampa shall have an investigative process for complaints of prohibited forms of discrimination and/or retaliation

that includes written procedures for a prompt, thorough, and objective investigation of such complaints. The investigative process shall include determining whether the alleged discriminating or retaliating official has any prior substantiated discrimination and/or retaliation complaints against them from Tampa employees and also attempting to determine whether anyone else, other than Tampa employees, has made discrimination or retaliation complaints against the alleged discriminator or retaliator. The written procedures shall also describe the standards and criteria that must be considered when making findings at the conclusion of the investigation.

- xi. Individuals who investigate complaints of prohibited forms of discrimination and/or retaliation shall not be under the direct or indirect supervision of the alleged discriminator or retaliator. Consequently, Tampa may need to retain an outside investigator if a high-level official, like a Department Director, is the alleged discriminator or retaliator.
- xii. All investigations of complaints of prohibited forms of

discrimination and/or retaliation must include a written report of how the investigation was conducted, the findings from the investigation, and the steps taken to remedy any discrimination or retaliation found during the investigation. Tampa shall store these reports in an electronic manner so they are searchable.

- xiii. Tampa must provide written information to individuals who complain of prohibited forms of discrimination and/or retaliation about the process Tampa will take to investigate and address the complaint. At the conclusion of the investigation of the complaint, Tampa must inform the complainant, in writing, of its investigative findings along with a summary of the information gathered during the investigation and all actions taken as a result of the investigation. Tampa may withhold certain details related to the investigation from the complainant only if necessary to protect the privacy of individuals. If any detail is withheld, Tampa shall provide the complainant with a description of the information withheld and the specific privacy concern.

xiv. Tampa shall complete investigations of prohibited forms of discrimination and/or retaliation within 30 days of the date the investigations commence unless special circumstances warrant a longer period of time. If Tampa requires longer than 30 days to complete an investigation, it must explain, in writing, to the complainant(s) who triggered the investigation, if there were any such complainants, why the investigation will take longer than 30 days to complete.

10. The United States will notify Tampa in writing within thirty (30) days of receipt of the Revised Parental Leave Policy and Revised EEO Policies submitted pursuant to Paragraphs 7 and 8 (collectively the “Revised Policies”) whether it has any objection to the Revised Policies. Regarding any timely made objections by the United States pursuant to this paragraph, the Parties agree to make a good faith effort to confer prior to initiating the dispute resolution provisions of Paragraph 38.

11. Within thirty (30) days of receiving the United States’ notice that it has no objection to the Revised Policies, or the resolution of any objection made by the United States pursuant to paragraph 10, whichever is later, Tampa shall adopt those Revised Policies as final and shall adhere to them.

12. Within fourteen (14) days from the date that Tampa adopts the finalized Revised Policies pursuant to Paragraph 11, Tampa shall disseminate the finalized Revised Policies among all of its employees, supervisors, and officials.
 - a. Tampa shall publicize such Revised Policies and procedures by, among other things, posting them in all buildings and facilities, by email to all employees, and on any internet or intranet website used for posting notices or policy changes for or concerning policies in effect for Tampa.
 - b. Tampa shall ensure each new employee hired receives a copy of the Revised Policies at the time of the new employee's hire.
 - c. Tampa shall require all employees, current and new, to acknowledge that they have received and read the Revised Policies, and such acknowledgments shall be maintained in the employee's personnel file.
 - d. Within thirty (30) days from the date that Tampa adopts the finalized Revised Policies pursuant to Paragraph 11, Tampa shall provide the United States written verification that Tampa has completed the distribution required in 12(a) and received all of the required employee acknowledgments from that distribution.

13. Within one-hundred and fifty (150) days from the date Tampa adopts the finalized Revised Policies pursuant to Paragraph 11, and annually thereafter, Tampa shall provide mandatory, live (in person or virtually), interactive training on prohibited employment practices under Title VII, and on Tampa's Revised EEO Policies as developed or revised under this Decree, to all its political officers, Department Directors, supervisory employees and managers. These trainings shall also include training on Tampa's Revised Parental Leave Policy, and how to handle requests for this parental caregiver leave to ensure compliance with Title VII.

- a. The training shall include, at a minimum, an explanation of Tampa's policies and the mechanism for reporting complaints of discrimination or retaliation, including identification of the people to whom complaints of discrimination may be submitted. The training also shall specifically discuss the responsibilities of supervisors to report and investigate discrimination complaints, including retaliation.
- b. On a limited case-by-case basis, Tampa may provide training via duplicate video recording of the live training session to accommodate staffing needs and special circumstances making live training infeasible or impractical; e.g., where a person is

unavailable due to pre-scheduled leave, shift work or work travel.

14. Within one-hundred and eighty (180) days from the date Tampa adopts the finalized Revised Policies pursuant to Paragraph 11, and annually thereafter, Tampa shall provide mandatory, live (in person or virtually via the Internet), interactive training on prohibited employment practices under Title VII, and on Tampa's Revised EEO Policies as developed or revised under this Decree, to all its employees not already covered under Paragraph 13. These trainings shall also include training on Tampa's Revised Parental Leave Policy, and how to request either primary or secondary parental caregiver leave.

- a. The training shall include, at a minimum, an explanation of Tampa's policies and the mechanism for reporting complaints of discrimination or retaliation, including identification of the people to whom complaints of discrimination may be submitted.
- b. On a limited case-by-case basis, Tampa may provide training via duplicate video recording of the live training session to accommodate staffing needs and special circumstances making live training infeasible or impractical; e.g., where a person is unavailable due to pre-scheduled leave, shift work or work

travel.

15. At least sixty (60) days before each of the mandatory trainings in Paragraphs 13 and 14 is conducted, Tampa shall submit to the United States for review the training materials to be used. Tampa shall also identify for review the person or persons who will provide the training and provide their credentials.

- a. If the United States has any objection to Tampa's proposed training program, including the materials or the proposed trainer, the United States will so notify Tampa in writing within thirty (30) days of receipt of the proposed training program and materials.
- b. Regarding any timely made objections by the United States, the Parties agree to make a good faith effort to confer regarding any disagreements concerning the training program, materials, or trainer prior to initiating the dispute resolution provisions of Paragraph 38, and that the training will be delayed until after the dispute is resolved.

16. Within thirty (30) days following the completion of each training required by Paragraphs 13 and 14, Tampa shall provide the United States written verification that the trainings have been completed and that all Tampa employees attended such trainings. As part of this verification, Tampa shall identify all

employees who completed the training via duplicate video recording pursuant to Paragraphs 13(b) or 14(b) and the reason live training was infeasible or impractical.

17. All persons who undergo the above-described mandatory training shall sign or register electronically an acknowledgment of attendance at the training. Tampa shall keep on file all signed/registered acknowledgments for the term of this Decree and make them available for review by the United States upon request.

18. While the Decree remains in effect, Tampa shall retain necessary records to implement this Decree. Tampa shall permit the United States to review compliance with this Decree at any time. As part of that review, within thirty (30) days of the date of entry of this Decree and every ninety (90) days thereafter during the term of this Decree, Tampa shall provide copies of any documents and information relevant to its compliance with this Decree upon the request of the United States.

19. While the Decree remains in effect, Tampa will retain all records, including any papers, electronic files or writings of any kind, reports, studies, memoranda, letters, notes, charts, tables, rosters, manuals, guidelines, rules, lists, tabulations, press releases, books, articles, treatises, recordings or transcriptions of minutes, electronic files, machine readable format files, computer files, or audio or

video recordings, electronic mail, and facsimiles, that come into its possession relating to:

- (a) Complaints or charges of discrimination or retaliation made by employees of Tampa: (1) internally; (2) with the EEOC; or (3) through or with any other federal or state agency authorized to receive such complaints. The United States shall not publicly disclose any complaints or charges received under this Paragraph unless it is required for the enforcement of this Decree.
- (b) Any resulting investigation or disciplinary action taken related to any complaints of discrimination or retaliation. This provision applies to any claims that arise from the effective date of this Decree through the term of this Decree as defined in Paragraph 44 of this Decree. Tampa shall provide, when applicable: the name(s) and title(s) of individual(s) who conducted or are conducting the investigation; an estimate of when the investigation is expected to conclude; the steps taken during the investigation; name(s) of individual(s) interviewed; the findings of the investigation; the date the investigation was concluded; any corrective action or discipline given; and a description of Tampa's efforts to ensure that the accountability measures for supervisors and managers implemented under its policies are carried

out.

- (c) Any requests for parental caregiver leave made by employees of Tampa and any documents containing Tampa's response to such requests. This provision applies to any requests for primary or secondary caregiver parental leave by any employee from the effective date of this Decree through the term of this Decree as defined in Paragraph 44 of this Decree.
- (d) Tampa will provide the information and documents outlined in (a) through (c) to the United States on a quarterly basis (every three months) after the entry of this Decree. The United States will have the right to request all documents related to compliance with the terms of this Decree, including complaints, charges, requests for and responses to requests for parental leave, upon reasonable notice to Tampa without further order of this Court.

IV. INDIVIDUAL RELIEF FOR BURGER

20. Tampa agrees to provide employee Jeffrey Burger individual relief as set forth in the paragraphs below.

21. Within seven (7) days of the date of entry of this Decree, the United States shall send the proposed release in this matter attached as Appendix A (the "Burger Release") and a copy of this entered Decree to Burger.

22. Burger shall have thirty (30) days from the entry of the Decree to execute the Burger Release and return it to Tampa.

23. Within ten (10) days of Tampa's receipt of the Burger Release executed by Burger, Tampa shall credit Burger's leave account with 240 hours of additional leave time. This leave will be treated as additional annual leave, and Burger will be entitled to use it on the same terms as other annual leave time.

24. Within ten (10) days of Tampa's receipt of the Burger Release executed by Burger, Tampa shall pay Burger a total monetary award of \$60,000, which amount is comprised of non-pecuniary compensatory damages under Title VII and the Civil Rights Act of 1991, 42 U.S.C. § 1981 *et seq.*

- a. This amount shall be paid to Burger in full without any withholdings or deductions, and Tampa shall issue Burger an IRS Form 1099 and any other appropriate forms for that amount by January 31, 2024.
- b. Payment to Burger shall be made by check, and shall be delivered by overnight delivery to his address as identified in Paragraph 42.
- c. Tampa shall send counsel for the United States (as identified in paragraph 40) a photocopy of the check sent to Burger.

V. INDIVIDUAL RELIEF FOR SIMILARLY-SITUATED EMPLOYEES

25. Tampa agrees to provide relief under this Decree to Similarly-Situated employees. A Similarly-Situated employee is defined for purpose of this decree as a male employee who received secondary caregiver leave under Tampa's prior parental leave policy, in effect from February 2017 through December 2018, but would have taken primary caregiver leave had it been available to them and who exhausted the entire 80 hours of secondary caregiver leave.

26. Tampa shall credit Similarly-Situated Employees with additional leave time pursuant to the terms and process described below:

- a. Each Similarly-Situated Employee shall attest that they would have been the primary caregiver and specifying the number of primary caregiver leave hours they would have taken.
- b. Each employee shall be credited with the amount of additional leave they attest they would have taken had primary caregiver leave been available to them, up to a maximum of 240 hours of leave per employee.
- c. This credited leave will be treated as additional annual leave, and the employee will be entitled to use it on the same terms as other annual leave time.
- d. Individuals no longer employed by Tampa at the time leave

credits are applied shall be entitled to monetary payment for credited leave as they would for any unused annual leave.

Tampa shall use its regular policy applicable to former employees determining the amount of these payments, subject to objection by the United States.

27. Tampa shall pay an additional total monetary award of \$240,000, which amount is comprised of non-pecuniary compensatory damages under Title VII and the Civil Rights Act of 1991, 42 U.S.C. § 1981 *et seq.*, to Similarly-Situated Employees in accordance with eligibility determinations made by the United States in its sole discretion. Within thirty (30) days of the entry of the Decree, Tampa shall pay this amount into a Settlement Fund held separately by Tampa until the United States completes the process described below and provides Tampa with written instructions of the specific individual employees and amounts that should be paid out of the fund.

28. The United States will adopt the process described in Paragraphs 29 to 37 to determine which of Tampa's Similarly-Situated Employees may qualify for individual relief under this Decree.

29. Within five (5) days of entry of the Decree, Tampa shall provide to the United States the last known mailing address, e-mail address, and phone number for each male employee that received secondary caregiver parental leave

between February 2017 and December 2018. These employees are listed in Appendix D and shall be known as "Potential Claimants."

30. Within ten (10) days of entry of the Decree, the United States will send via U.S. Mail a letter ("Relief Letter"), on behalf of the Parties, in substantially the same form as Appendix B to each of the Potential Claimants listed in Appendix D. The Relief Letters will inform the Potential Claimants about the settlement in this case, their potential eligibility for credited leave and monetary relief, the process for seeking relief, and information on how to contact representatives of the United States. The United States may also use means other than U.S. Mail to locate and contact the Potential Claimants regarding the settlement.

31. Included with the Relief Letter will be an Eligibility and Release Form ("Eligibility Form") in substantially the same form as Appendix C. The Eligibility Form will allow the Potential Claimant to attest and affirm through a notarized signature that had Tampa's parental leave policy in place from February 2017 through December 2018 allowed male employees to qualify for primary caregiver leave, the Potential Claimant would have served as the primary caregiver for the child and sought additional parental leave beyond the 80 hours the employee received. The Eligibility Form requires the Potential Claimant to state how many hours they would have sought beyond the 80 hours taken, up to a

potential additional 240 hours.

32. Potential Claimants will be asked to return their Eligibility Forms to the United States within thirty (30) days after the letters are sent, but the United States may accept late forms at its sole discretion.

33. The United States will, in its sole discretion, determine whether each Potential Claimant who submitted a completed Eligibility Form is entitled to monetary relief, and shall apportion the Settlement Fund between eligible employees. The United States will base its determinations on the information provided by Potential Claimant on the Eligibility Form, which seeks information about the extent of the Potential Claimants' efforts to inquire about primary caregiver leave. The United States will also review Potential Claimants' completed Eligibility Forms and confirm whether they are entitled to credited leave in accordance with Paragraph 26.

34. Within 180 days of the deadline to submit Eligibility Forms, the United States will provide Tampa with a list of the employees entitled to individual relief ("Eligible Claimants"), and the type and amount of relief each Eligible Claimant should be awarded. The United States will forward copies of all completed Eligibility Forms (including the release) to Tampa.

35. Within fourteen (14) days of receiving the eligibility determinations and Eligibility Forms from the United States, Tampa shall credit each Eligible

Claimant's leave account with the additional leave time determined by the United States

- a. To the extent that an Eligible Claimant is no longer employed by Tampa at the time the leave credit is applied, Paragraph 26(d) applies, and payment shall be made to the Eligible Claimant consistent with the terms of Paragraph 37(a) through (c), except that the payment shall be deemed back pay and all withholdings and deductions required under state or federal law shall be made.
- b. For any Eligible Claimant receiving payment deemed as back pay, Tampa shall separately pay its portion of any Social Security tax and other applicable federal, state, and local employer-side taxes due and shall not deduct its portion of such taxes from the amount paid to the Eligible Claimant.

36. Within ten (10) days of crediting any Eligible Claimant with additional leave under this Decree, Tampa will send the United States written confirmation of the deposit of the credit and the amount of the credit.

37. Within thirty (30) days of receiving the eligibility determinations and Eligibility Forms from the United States, Tampa shall pay each of the Eligible Claimants the designated amount from the Settlement Fund, which amount is

comprised of non-pecuniary compensatory damages under Title VII and the Civil Rights Act of 1991, 42 U.S.C. § 1981 *et seq.*

- a. This amount shall be paid to each Eligible Claimant in full without any withholdings or deductions, and Tampa shall issue the employee an IRS Form 1099 and any other appropriate forms for that amount by January 31 of the year after the payment is made.
- b. Payment to each Eligible Claimant shall be made by check, and shall be delivered by overnight delivery to his last known address in his employment file.
- c. Tampa shall send counsel for the United States (as identified in paragraph 40) a photocopy of the check sent to each Eligible Claimant.

VII. DISPUTE RESOLUTION

38. The Parties shall attempt to resolve informally any disputes that may arise under this Decree, including, if necessary, consideration of any requests by Tampa to extend the deadlines set forth in this Decree due to extenuating circumstances beyond its control. The Parties shall engage in good faith efforts to resolve the issue before seeking action by the Court. If the United States and Tampa are unable to reach agreement after informally seeking to resolve a dispute,

the issue may be submitted by either party to the Court for resolution upon at least thirty (30) days' written notice to the other party.

VII. CONTACTS FOR THE PARTIES

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

40. Where such electronic delivery is not possible, all documents required to be delivered under this Decree to the United States shall be sent via overnight delivery to the following address:

Jeffrey Morrison
Trial Attorney
Employment Litigation Section
Civil Rights Division
U.S. Department of Justice
4 Constitution Square
150 M Street, NE, Room 9.1137
Washington, D.C. 20002
Jeffrey.morrison@usdoj.gov

41. Where such electronic delivery is not possible, all documents required to be delivered under this Decree to Tampa shall be sent to the following address:

City Attorney's Office
315 East Kennedy Blvd.
8th Floor
Tampa, FL 33602

VIII. CONTACT FOR THE CHARGING PARTY

42. All documents required to be delivered under this Decree to Charging Party shall be sent to the address previously provided by Tampa to the United

States for Burger.

43. Either the United States, Tampa, or Burger may update physical or electronic mailing addresses without requiring any changes to the Consent Decree.

IX. JURISDICTION OF THE COURT

44. 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. At the end of two years from the date of entry of this Decree, without further order of the Court, this Decree shall be automatically dissolved, and this action shall be dismissed with prejudice.

45. The time limits set forth throughout this Decree for providing any information required by this Decree may be expanded upon mutual consent of the Parties or upon order of the Court following written notice to the other party and the opportunity for the other party to respond.

X. GENERAL PROVISIONS

46. The Parties shall bear their own costs, expenses, and attorney's fees in this action, except that the Parties shall retain the right to seek costs for any matter which in the future may arise from this Decree and require resolution by this Court.

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

48. 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 and facsimile signatures.

It is so ORDERED, this _____ day of _____, 20____.

UNITED STATES DISTRICT JUDGE

AGREED AND CONSENTED TO:

For Plaintiff United States of America:

KRISTEN CLARKE
Assistant Attorney General
Civil Rights Division

By:

KAREN D. WOODARD
Chief
Employment Litigation Section
Civil Rights Division

/s/ Jeffrey Morrison

VALERIE L. MEYER
Deputy Chief

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ROGER B. HANDBERG
United States Attorney
Middle District of Florida

/s/ Yohance A. Pettis
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Deputy Chief
Assistant United States Attorney
Florida Bar No.: 021216
United States Attorney's Office
Middle District of Florida
400 N. Tampa Street, Suite 3200
Tampa, FL 33602
Phone: (813) 274-6000
Fax: (813) 274-6198
Yohance.Pettis@usdoj.gov

For Defendant City of Tampa, Florida:

Attest

City of Tampa


City Clerk/~~Deputy City Clerk~~



Jane Castor, Mayor

APPENDIX A

BURGER RELEASE

I, Jeffrey Burger, for and in consideration of accepting the relief to be provided to me under the provisions of the Consent Decree entered in *United States v. City of Tampa, Florida* (M.D. Fla.), hereby release and discharge the City of Tampa, Florida, and its current, former, and future officials, employees and agents from all legal and equitable claims arising from the charge of discrimination that I filed with the Equal Employment Opportunity Commission (Charge No. 511-2018-01751).

I understand that the relief to be given to me does not constitute an admission by the City of Tampa of the validity of any claim raised by me, or on my behalf.

This Release constitutes the entire agreement between the City of Tampa and myself in connection with this case, without exception or exclusion.

I hereby acknowledge that I was provided a copy of the Consent Decree in this action and had an opportunity to consult with a private attorney about the terms of the Decree.

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

Signed this ___ day of _____, 20__.

Jeffrey Burger

APPENDIX B

[cover “relief” letter to potential claimants]

NOTICE LETTER

[Date]

[Name]

[Employee’s current home address]

Re: *United States of America v. City of Tampa, Florida,*

Dear _____:

On _____, a Consent Decree was entered settling an employment discrimination case filed by the United States of America against the City of Tampa, *United States of America v. City of Tampa, Florida*, Civil Action No. _____. This case was filed by the United States against Tampa based upon a discrimination charge about Tampa’s parental leave policy filed with the Equal Employment Opportunity Commission by a male Tampa employee .

Under the terms of the Consent Decree, you may be entitled to an award of credited annual leave time and/or monetary relief because you are male and took secondary caregiver parental leave between February 2017 and December 2018 while working for Tampa.

This relief is being offered to you on the following condition: if you accept the relief, Tampa will require you to release it from all employment discrimination claims you may presently have against it that are based upon any claim of sex discrimination by Tampa because it did not allow you to qualify for primary caregiver parental leave at the time you took secondary caregiver parental leave. If you decline the relief, Tampa will still have satisfied its obligation to the United States pursuant to the Consent Decree and the United States will not seek additional relief for you.

In order to receive some or all of the offered relief, you must complete and return the enclosed Eligibility form to the United States. The Eligibility form must be signed in the presence of a notary public and thereafter notarized.

If you accept the offered relief, Tampa will credit your employee leave

account with the appropriate leave award within 30 calendar days of its receipt of your Eligibility form from the United States. Tampa will also send you appropriate IRS forms with respect to the monetary award.

IF YOU FAIL TO SUBMIT THE ELIGIBILITY AND RELEASE FORM, AS DIRECTED IN THIS LETTER, WITHIN 30 CALENDAR DAYS FROM YOUR RECEIPT OF THIS LETTER, YOU WILL FORFEIT YOUR RIGHTS TO ANY MONETARY OR OTHER RELIEF UNDER THE CONSENT DECREE.

A copy of the Consent Decree is enclosed. If you have any questions concerning this settlement, you may contact Christine Dinan, attorney for the United States Department of Justice, at (202) 532-5088.

Sincerely,

Christine Dinan
Trial Attorney
Employment Litigation Section
Civil Rights Division
U.S. Department of Justice
4 Constitution Square
150 M Street, NE, Room 9.1137
Washington, D.C. 20002
Christine.Dinan@usdoj.gov
(202) 532-5088

Enclosures

APPENDIX C

ELIGIBILITY AND RELEASE FORM

I, [Claimant], certify that: (check only one)

I previously applied for Primary Caregiver Leave under the City of Tampa's parental leave policy, but I was approved for and received 80 hours of Secondary Caregiver Leave instead. If Tampa's policy would have allowed men to serve as a primary caregiver, I would have served as the person with primary responsibility for the care of my child. I would have sought and used the following number of additional leave hours (not to exceed 240 hours of additional leave time):

I previously applied for and received 80 hours of Secondary Caregiver Leave under the City of Tampa's parental leave policy. At that time, I believed in good faith that I was ineligible for primary caregiver leave under Tampa's parental leave policy because of my sex (male). If Tampa's policy would have allowed men to serve as a primary caregiver, I would have applied for primary caregiver leave and served as the person with primary responsibility for the care of my child. I would have applied for the following number of additional leave hours (not to exceed 240 hours of additional leave time):

I, [Claimant], also certify that (check all applicable):

I communicated with someone in Human Resources about the different types of leave available under Tampa's parental leave policy before I took parental leave.

I communicated with my manager or supervisor about the different types of leave available under Tampa's parental leave policy before I took parental leave.

I did not communicate with my manager or supervisor or anyone in Human Resources about the different types of leave available under Tampa's parental leave policy before I took parental leave.

I affirm, under the penalty of perjury, that the statements above in this affidavit are true to the best of my knowledge.

In consideration of accepting the relief to be provided to me under the provisions of the Consent Decree entered in *United States v. City of Tampa, Florida* (M.D. Fla.), I hereby release and discharge the City of Tampa, Florida, and its current, former, and future officials, employees and agents from all legal and equitable claims arising from the charge of discrimination that was filed with the Equal Employment Opportunity Commission (Charge No. 511-2018-01751).

I understand that the relief to be given to me does not constitute an admission by the City of Tampa of the validity of any claim raised by me, or on my behalf.

This release constitutes the entire agreement between the City of Tampa and myself in connection with this case, without exception or exclusion.

I hereby acknowledge that I was provided a copy of the Consent Decree in this action and had an opportunity to consult with a private attorney about the terms of the Decree.

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

Signed this ___ day of _____, _____.

Signature

Print Name

SWORN TO AND SUBSCRIBED before me this ___ day of _____, 20 ____.

Notary Public

APPENDIX D
(Potential Claimants)

Ackerman, Kenneth
Aduddell, Joseph
Agostinis, Ryan
Alfonso, Roland
Bailey, Chad
Baker, John
Barber, Abner
Barnum, Keith
Bartlett, Jefferey
Belmonte, Mark
Belmonte, Matthew
Bibiloni, David
Billek, Michael
Bindshedler, David
Blanco, Joe
Blanco, Matthew
Brown, Tyler
Brunner, Alan
Buckner, Derrick
Caldwell, Richard
Carballa, Gregory
Carter, Michael
Cesar Dela Rosa Morales
Cholnik, Marc
Clayton, Kiah
Clemons, Shimeon
Coleman, Matthew
Cox, Matthew
Cruz, Elvin
Curfman, David
Dattoma, James
Davis, Blake
Davis, Bruce
Davis, William
Day, Justin
Delgado, Alberto
Diaz, Richard

Drumsta, Matthew
Dunn, Tyler
Eck, Iberty
Estrada, Raymond
Falk, Christopher
Foster, Ryan
French, Mark
Fruits, Benjamin
Fulton, Terry
Furbush, Robert
Girwar-Nath, Jonathan
Granell, Sam Anthony
Greene, Kyle
Griffin, Brian
Hanson, Aaron
Hardie, Cal
Hicks, Joshua
Hilaire, Philipee
Hill, Walter
Hill, Bradley
Jackson, Terrelle
Johnson, Daniel
Johnson, Willie
Joseph, Jonel
Kelley, Michael
Krajnyak, Jason
Lara Soto, Melquisedec
Laratta, John
LaRocca, Devin
Lasko, Beau
Lawrance, Roscoe
Lee, Abraham
Lee, Antonio
Lee, Justin
Llanes, Jireh
Llanos, David
Maholm, Bryan
Majewski, Filip
Manning, Jouardon
Martens, Justin

Mccullars, Steven
Mcintosh, Stephen
McKee, Joel Brian
McNamara, Michael
McNiff, Shaun
Mercy, Jamaal
Mohr, Robert
Morrow, Brian
Murphy, Austin
Nathan, Clarence
Neipert, Ronald
Nelson, Wallace
Newell, Ryan
Norman, Robert
O'Connor, Christopher
Odonnell, John
Oliver, Justin
Parrott, Joshua
Perkins, James
Phur Quang Le
Raimondo, Jason
Rametta, Keith
Rametta, Michael
Ramos, Joseph
Rebetti, Nicholas
Rice, Patrick "Colin"
Rivera, Daniel
Riviere, Rodney
Robinson, Devante
Rocha, Daniel
Rode, Nicholas
Rosario, Deven
Rossi, Phillip
Runkles, Christopher
Scaglione, Michael
Schaer, Benjamin
Schindler, Justin
Schnyyder, Louis
Scott, Christopher
Sergio, Edwin

Serrano, Omar
Shue, Tyler
Sierra, Peter
Simoneaux, Ryan
Sims, Terry
Snell, James
Sooknandan, Ravi
Spear, Mark
Springer, Kellen
Stafford, Anthony
Stafford, Bryan
Stratchko, David
Sumpter, Milton
Theriault, Cameron
Trippe, Ryan
VanCuran, Jonathan
VansEvers, Vance
Velar, Thomas
Venegas, Trace
Vesely, Charles
Wade, Adam
Ward, Ryan
Welderirkose, Muluken
Williams, Daniel
Williams, Marcus
Williams, Travis
Wilson, Joshua
Ziegler, David Jr