

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

MARY V. WILLIAMS,

Plaintiff,

v.

GIBSON COUNTY, TENNESSEE,

Defendant.

Civil Action No. 08-1117- JDT

**CONSENT DECREE**

This matter is before the Court for entry of this judgment by consent of the parties to effectuate a compromise and settlement of all claims.

1. Plaintiff, Mary V. Williams (“Ms. Williams”), commenced this action in the United States District Court for the Western District of Tennessee, alleging that defendant, Gibson County (“County”), violated the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. § 4301, et seq. (“USERRA”) by: (a) failing or refusing to promptly reemploy Ms. Williams as a part-time EMT upon her return from active duty in the Army National Guard (“Guard”) and timely request for reemployment on July 8, 2006; and (b) failing or refusing to promote Ms. Williams to a full-time EMT position on or about October 7, 2006.

2. As a result of settlement discussions, Ms. Williams and the County have resolved their differences and have agreed that this action should be settled by entry of this Consent Decree (“Decree”). It is the intent of the parties that this Decree be a final and binding settlement in full disposition of any and all claims alleged in the Complaint filed in this case. By

Ms. Williams' signature to both this Decree and the "Release of All Claims" attached hereto as Appendix A, Ms. Williams has indicated her acceptance of the terms of this Decree.

### **STIPULATIONS**

3. Pursuant to USERRA, the parties acknowledge the jurisdiction of the United States District Court for the Western District of Tennessee over the subject matter of this action and of the parties to this case for the purpose of entering and, if necessary, enforcing this Decree.

4. Venue is proper in this district for purposes of entering this Decree and any proceedings related to this Decree only. The County agrees that all statutory conditions precedent to the institution of this lawsuit have been fulfilled.

### **FINDINGS**

5. Having examined the 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 provisions of this Decree are lawful, fair, reasonable and just. The rights of the parties are protected adequately by this Decree.
  - c. This Decree conforms with the Federal Rules of Civil Procedure and USERRA, and is not in derogation of the rights and privileges of any person. The entry of this Decree will further the objectives of USERRA, and will be in the best interests of the parties.

**NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED**

**AS FOLLOWS:**

### **NON-ADMISSION**

6. This Decree, being entered with the consent of Ms. Williams and the County, shall not constitute an adjudication or finding on the merits of the case and shall not be construed as an admission by the County of any violations of USERRA. The County expressly denies any wrongdoing in violation of USERRA.

**NON-RETALIATION**

7. The County shall not take any action against any person – including but not limited to Ms. Williams – that constitutes retaliation or interference with the exercise of such person’s rights under USERRA because such person gave testimony, provided assistance or participated in any manner in any investigation or proceeding in connection with this case.

**REMEDIAL RELIEF**

8. Not later than the first pay period following the entry of this Decree by the Court, and subject to the provisions of Paragraph 9, *infra*, the County shall promote Ms. Williams to a full-time Emergency Medical Technician (“EMT-IV”) position, at the level of seniority status, compensation, and benefits that she would have enjoyed had she remained employed continuously with the County from April 21, 2004 until such promotion, including during the time of her military service in the Guard, in order to receive such promotion.

9. Since January 1994, the County has required that newly-promoted full-time EMT-IVs, as a condition of their continued employment as EMT-IVs, enter into a “Memorandum of Understanding” with the County. In order to be promoted to a full-time EMT-IV pursuant to the terms of this Consent Decree, Ms. Williams must execute the Memorandum of Understanding attached hereto as Appendix B. With respect to the timing, completion and results of Ms. Williams’ paramedic training, certification, licensing and continued employment as a full-time EMT-IV, the County shall treat Ms. Williams consistent with its past practice as set forth in the August 28, 2007 letter from Floyd S. Flippin, counsel for the County, to Antoinette Barksdale, counsel for Ms. Williams, a copy of which is attached hereto as Appendix C.

10. Within ten (10) business days from the date of entry of this Decree, the County shall pay Ms. Williams a total monetary award of \$17,000.00 (comprised as follows: \$9,900.00

in back pay; \$84.00 in accumulated interest on the back pay; and \$7,016.00 in expenses), less those employee tax withholdings and employee contributions on the \$9,900.00 back pay component of the total monetary award as required by law, which the County timely shall pay to the appropriate governmental agencies on behalf of Ms. Williams. The County shall separately pay to the appropriate governmental agencies the appropriate employer's contribution to the Social Security fund due on the \$9,900.00 back pay portion of the total monetary award; i.e., the employer's contribution shall not be deducted from any part of the monetary award to Ms. Williams.

11. Within thirty (30) calendar days following the date of entry of this Decree, the County shall provide documentation of having paid Ms. Williams the monetary award due her pursuant to Paragraph 10, *supra*, by mailing such documentation to the following counsel for Ms. Williams:

Antoinette Barksdale  
United States Department of Justice  
950 Pennsylvania Avenue NW  
Civil Rights Division  
Employment Litigation Section, PHB, Room 4032  
Washington, D.C. 20530

**RETENTION OF JURISDICTION,  
DISPUTE RESOLUTION AND COMPLIANCE**

12. The entry of this Decree constitutes the entry of final judgment within the meaning of Rule 54 of the Federal Rules of Civil Procedure on all claims asserted in or that could have been asserted by Ms. Williams in this action. The Court, however retains jurisdiction over this matter for the purpose of entering appropriate orders interpreting and enforcing this Decree.

13. Upon motion of either party, the Court may schedule a hearing for the purpose of reviewing compliance with this Decree. The parties shall engage in good faith efforts to resolve any dispute concerning compliance prior to seeking a resolution of such dispute by the Court. In the event of a dispute, the parties shall give notice to each other ten (10) business days before moving for review by the Court. The parties may conduct expedited discovery under the Federal Rules of Civil Procedure for the purpose of determining compliance with this Decree or defending against a claim of non-compliance.

**EXPIRATION OF THIS DECREE**

14. This Decree shall expire, and this action shall be dismissed, without further order of this Court one year from the date of its entry by this Court, provided that the County has provided Ms. Williams with the relief to which she is entitled pursuant to this Decree, and the County has otherwise complied with the provisions of this Decree.

**MISCELLANEOUS**

15. All parties shall bear their own costs and expenses in this action, including attorneys' fees.

16. If any provision of this Decree 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.

17. The terms of this Decree are and shall be binding upon the heirs, successors, and assigns of Ms. Williams and upon the heirs, successors, and assigns of the County.

18. This Decree constitutes the entire agreement and commitments of the parties. Any modifications to this Decree must be mutually agreed upon and memorialized in writing signed by Ms. Williams and the County.

APPROVED, ENTERED AND ORDERED this 21st day of May, 2008.

s/James D. Todd  
JAMES D. TODD  
UNITED STATES DISTRICT JUDGE

Agreed and Consented to:

On behalf of Plaintiff:

s/ MARY V. WILLIAMS

Respectfully Submitted,  
BY:

s/ JOHN M. M. GADZICHOWSKI  
(WI Bar No. 1014294)  
Acting Chief  
Employment Litigation Section

s/ KAREN D. WOODARD  
(MD Bar-No Number Issued)  
Deputy Chief

ANTOINETTE BARKSDALE  
Trial Attorney (DC Bar No. 433201)  
U.S. Department of Justice  
Civil Rights Division  
Employment Litigation Section  
950 Pennsylvania Avenue, NW  
Patrick Henry Building, Room 4032  
Washington, DC 20530  
Telephone: (202) 307-6012  
Facsimile: (202) 514-1005

DAVID KUSTOFF  
United States Attorney  
BY:

s/ HARRIETT MILLER HALMON  
(TN Bar 05320)  
Assistant United States Attorney  
167 N. Main Street  
Suite 800  
Memphis, TN 38103  
Telephone: (901) 544-4231

On behalf of Defendant:

s/ JOE M. SHEPARD  
Mayor of Gibson County

FLIPPIN & ATKINS, P.C.  
Attorneys at Law

BY:

/s Floyd S. Flippin  
Attorney at Law  
1302 Main Street  
Humboldt, TN 38343  
Telephone: (731) 784-2828  
Facsimile: (731) 784-1576

**APPENDIX A**

**RELEASE OF ALL CLAIMS**

STATE OF TENNESSE )  
 ) ss:  
GIBSON COUNTY )

For and in consideration of my acceptance of the relief, or any part of it, to be provided to me pursuant to the provisions of the foregoing Consent Decree (“Decree”) I have signed and that is to be entered in the case of Mary V. Williams v. Gibson County, Tennessee, to be filed in the United States District Court for the Western District of Tennessee, I, Mary V. Williams, hereby forever release and discharge defendant Gibson County, Tennessee (“County”), from all legal and equitable claims arising out of the Complaint in this action and USERRA Case No. TN-2007-00002-20-G filed with the United States Department of Labor.

I understand that the relief to be provided to me by the County under the terms of the Decree does not constitute an admission by any of the parties hereby released of the validity of any claim raised by me, or on my behalf. I further understand that the County expressly denies having violated any of my legal rights, and that the payments and other terms and conditions set forth in this release are in settlement of disputed claims.

This release constitutes the entire agreement between the County and me, without exception or exclusion.

I acknowledge that a copy of the Decree to this action has been made available to me for my review.

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

Signature: \_\_\_\_\_  
Mary V. Williams

Date: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires:

**APPENDIX B**

**GIBSON COUNTY EMERGENCY MEDICAL SERVICE**

1252 Manufacturers Row  
P.O. Box 410  
Trenton, TN 38382  
Phone: (901) 855-7690  
Fax: (901) 855-7691

**MEMORANDUM OF UNDERSTANDING**

DATE:

This Memorandum of Understanding is entered into by Mary V. Williams and the Gibson County Emergency Medical Service (the "GCEMS") through Joe M. Shepard, its Director, and addresses issues regarding Ms. Williams' employment as a full-time EMT-IV with the GCEMS, as follows:

1. The GCEMS will employ Ms. Williams as a full-time EMT-IV at the Bradford Station: on Saturdays (8:00am - 4:00pm), Mondays (6:00am - 6:00pm), Tuesdays (8:00am - 4:00 pm) and Wednesdays (6:00am - 6:00pm).
2. Ms. Williams agrees that she will sometimes be assigned to a twenty-four (24) hour shift, of which eight (8) hours will be deducted for sleep time. She understands that she will be paid for any calls during this period and; if up more than three (3) hours, she will be paid for the eight (8) hours. She understands that the pay per hour will be based on a forty (40) hour week.
3. Ms. Williams agrees to take all necessary measures to become enrolled in an EMT-P training program at an accredited paramedic school of her choice within twelve (12) months from the date of this Memorandum of Understanding.
4. If Ms. Williams is not accepted in a paramedic training program this year, she will apply the following year.
5. Ms. Williams agrees to successfully complete the paramedic training program and state licensure requirements within thirty (30) months from the date of this Memorandum of Understanding.
6. The GCEMS will pay all of Ms. Williams' tuition costs and book costs for her paramedic training and state licensure; but the GCEMS will not pay for any other costs associated with her enrollment in the program.



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 ) ss:  
GIBSON COUNTY )

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This release constitutes the entire agreement between the County and me, without exception or exclusion.

I acknowledge that a copy of the Decree to this action has been made available to me for my review.

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

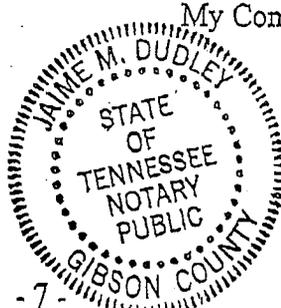
Signature: Mary V. Williams  
Mary V. Williams

Date: 4/30/08

Subscribed and sworn to before me this 30<sup>th</sup> day of April  
2008

Jaime M. Dudley  
Notary Public

My Commission expires: 11/10/11



APPENDIX B

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1252 Manufacturers Row  
P.O. Box 410  
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4. If Ms. Williams is not accepted in a paramedic training program this year, she will apply the following year.
5. Ms. Williams agrees to successfully complete the paramedic training program and state licensure requirements within thirty (30) months from the date of this Memorandum of Understanding.
6. The GCEMS will pay all of Ms. Williams' tuition costs and book costs for her paramedic training and state licensure; but the GCEMS will not pay for any other costs associated with her enrollment in the program.

- 7. Once accepted in a paramedic program, and Ms. Williams does not complete the training after two attempts for whatever reasons, she understands that the GCEMS shall treat her consistent with its past practice as set forth in the August 28, 2007 letter from Floyd S. Flippin, counsel for the County, to Antoinette Barksdale, counsel for Ms. Williams, a copy of which is attached to the Consent Decree entered in Mary V. Williams v. Gibson County, Tennessee, as Appendix C.
- 8. Ms. Williams agrees that, in order for the GCEMS to keep records of her attempts to comply with this Memorandum of Understanding, the GCEMS has her approval to request from the paramedic school at which she enrolls any and all information in regards to her status in its paramedic training program.
- 9. Ms. Williams will fulfill the job description requirements for an EMT-IV.
- 10. Ms. Williams understands and agrees that failure to meet the conditions of this Memorandum of Understanding may result in her termination from the GCEMS.

Mary V. Williams  
 Mary V. Williams

Joe M. Shepard  
 Joe M. Shepard  
 Director GCEMS

\_\_\_\_\_  
 Supervisor Date

\_\_\_\_\_  
 Supervisor Date

APPENDIX C

August 28, 2007

VIA FACSIMILE  
1-202-514-1005

Ms. Antoinette Barksdale  
Attorney at Law

Re: Mary V. Williams  
THRC Charge NO: 601817A  
EEOC Charge No: 25A-2007-00516C  
Our File No. 92-002-F

Dear Antoinette:

The Emergency Medical Service is not willing to make an exception on Mary Williams. We must insist that she sign the Memorandum of Understanding.

We have all of our EMT's, except for a few of the older ones, who have signed the Memorandum of Understanding that we have asked Mary to sign. We do ultimately want an all paramedic service but reality is that we have had several EMT's not gain acceptance to Paramedic School and a few have not passed the Paramedic Examination. We have not terminated a soul.

The problem with making an exception for Mary Williams is that we have insisted that the others sign this Memorandum of Understanding and they have.

I would hope that Mary would certainly trust the Service to do what is right and I would hope that she would understand that we have made an effort to treat her equal.

Please let me know her response so that we can take whatever action we need to defend ourselves in these lawsuits. Again, we hope she will accept this and again I point out that we have never terminated someone for not getting into the School or for not passing the examination.

Sincerely,

Floyd S. Flippin

FSF/ra

cc: Butch Stover, via facsimile ~ 855-7691