

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
NORTHERN DIVISION

FILED _____ ENTERED
LOGGED _____ RECEIVED

DEC 04 2019

AT BALTIMORE
CLERK U.S. DISTRICT COURT
DISTRICT OF MARYLAND
DEPUTY

FRANKLIN SAVAGE, et al.,

Plaintiffs,

and

UNITED STATES OF AMERICA,

Plaintiff-Intervenor,

v.

POCOMOKE CITY, et al.,

Defendants.

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Case No. 1:16-cv-00201-ELH

CONSENT DECREE BETWEEN PLAINTIFFS, PLAINTIFF-INTERVENOR UNITED STATES, AND DEFENDANT POCOMOKE CITY

I. INTRODUCTION

1. This action comes before this Court upon the filing of a Complaint by Plaintiffs Franklin Savage, Kelvin Sewell, and Lynell Green (collectively "Plaintiffs") on January 20, 2016. Plaintiffs filed the operative Second Amended Complaint on September 29, 2016, pleading claims against Defendants Pocomoke City, former City Manager Russell Blake, former City Manager and City Attorney Ernest A. Crofoot, Mayor Bruce Morrison, the County Commissioners of Worcester County, the State of Maryland, Worcester County Sheriff Reggie Mason, Worcester County Sheriff's Office members (former) Chief Deputy Dale Smack, Sergeant Nathaniel Passwaters, and Corporal Rodney Wells, and Sergeant Patricia Donaldson and Corporal Brooks Phillips of the Maryland State Police. Plaintiffs' claims arise from their employment with the Pocomoke City

Police Department and include, *inter alia*, allegations of race-based employment discrimination and retaliation. The United States of America (“United States”) moved to intervene in this action, intervention was granted, and the United States’ Complaint in Intervention was filed on December 1, 2016. The United States’ Complaint in Intervention alleges violations of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e (“Title VII”) against Pocomoke City, the State of Maryland, and the Worcester County Sheriff, in his official capacity (currently Matthew Crisafulli, formerly Reggie Mason).

2. This Court has jurisdiction of the action under 42 U.S.C. §§1988 and 2000e-5(f), and 28 U.S.C. §§ 1331, 1343(3), 1343(4) and 1345.

3. Plaintiffs, the United States, and Defendant Pocomoke City, desiring that certain claims be settled by an appropriate Consent Decree (“Decree”), and 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. Plaintiffs, the United States, and Pocomoke City also hereby waive, for purposes of this Decree only, hearings and findings of fact and conclusions of law on all issues pertaining to the parties to this Decree, including the liability alleged under Title VII, 29 U.S.C. §201 *et seq.*, 42 U.S.C. §1981, 42 U.S.C. §1983, and/or 42 U.S.C. § 1985, and further agree to the entry of this Decree as final and binding between them with regard to the issues raised in the Second Amended Complaint filed by Plaintiffs and the claims raised in the United States’ Complaint in Intervention in this case. Plaintiffs also agree to dismiss all claims they have pleaded against Pocomoke City, Bruce Morrison, Ernest A. Crofoot, Russell Blake, and the County Commissioners of Worcester County.

4. This Decree, being entered into with the consent of the Plaintiffs, the United States, and Pocomoke City shall not constitute an adjudication or finding on the merits of the case as to any party.

5. In resolution of this action, Plaintiffs, the United States, and Pocomoke City hereby AGREE to, and the Court expressly APPROVES, ENTERS and ORDERS, the following:

II. PARTIES AND DEFINITIONS

6. “Days” refers to calendar days. If any deadline referenced in this Decree falls on a weekend or federal holiday, the deadline will be moved to the next business day.

7. “Entry” of the Decree refers to the date that the Court enters this Decree.

8. “Defendant” refers only to Pocomoke City, and includes its current, former and future agents, employees, officials, designees, and successors in interest.

9. “Plaintiffs” refers collectively to Franklin Savage, Kelvin Sewell, and Lynell Green.

10. “Parties” refers collectively to Plaintiffs, the United States; and Defendant Pocomoke City.

11. “Pocomoke City Police Department” or PCPD” refers to the former workplace of the Plaintiffs. The PCPD is mentioned as the relevant workplace throughout this decree, but it is not a legally separate entity from Pocomoke City.

12. “Discrimination” refers to employment discrimination on the basis of race, including racial harassment.

III. GENERAL INJUNCTIVE RELIEF

13. Defendant, by and through its officials, agents, employees, and all other persons in active concert or participation with Defendant in the performance of employment or personnel

functions, shall not engage in any act or practice that discriminates against any employee or applicant because of race in violation of Title VII.

14. Defendant, by and through its officials, agents, employees, and all other persons in active concert or participation with Defendant in the performance of employment or personnel functions, shall not retaliate against or in any way adversely affect the terms or conditions of employment of any person because that person has opposed any practice made unlawful by Title VII, filed a charge with the U.S. Equal Employment Opportunity Commission (“EEOC”), or testified, assisted or participated in any manner in an investigation, proceeding or hearing under Title VII, including this case or this Consent Decree.

IV. DEVELOPMENT AND REVISION OF RELEVANT POLICIES

15. Within one hundred and twenty (120) days from the date of entry of this Decree, Defendant shall review and draft new or revise existing written policies and procedures in effect for the PCPD related to discrimination to ensure proper handling of complaints, including:

- a. defining the manner in which an employee may complain of discrimination, including procedures for officers detailed to the Worcester County Criminal Enforcement Team, or other full-time details for PCPD officers. These procedures shall allow employees to complain of discrimination or harassment verbally or in writing to any supervisor at PCPD, including supervisors who are outside of their direct chain of command;
- b. establishing a requirement that employees promptly report any complaints of discrimination and that supervisors promptly report any discrimination they observe or complaints they receive, including identifying to whom such reports should be made by name, title, and contact information;

- c. informing all employees that supervisors may be subject to disciplinary action if they do not take prompt action to ensure that complaints of discrimination, or instances of potentially discriminatory conduct of which they have become aware, are investigated;
- d. providing for the prompt, thorough, and objective investigation of all complaints of discrimination by neutral factfinders, including complaints arising out of an employee's detail outside of the PCPD, by, at a minimum:
 - 1. specifying criteria for selecting an unbiased factfinder and time periods by which the investigation must be completed;
 - 2. requiring a detailed report identifying all steps taken during the investigation, a summary of the investigation's findings, and recommendations for remedial action (including discipline, if appropriate); and
 - 3. affirming that the investigation commitments, policies and procedures referenced throughout this Decree, including those in sub-sections d(1) & (2) above, as finally developed, are and will remain applicable to employees and supervisors regardless of whether the complaining employee has been detailed to the CET or, any other detail opportunity involving an outside agency or agencies, including taking appropriate remedial action to the fullest extent permitted within the PCPD's jurisdictional authority.
- e. providing for an appropriate range of discipline for violations of the policy detailed in this paragraph.
- f. Nothing in the provisions under this section shall be construed as abrogating and/or superseding any rights, obligations or authority provided in the Law Enforcement Officers' Bill of Rights, Maryland Code, Public Safety Article, §§ 3-101, et seq.

16. Within one hundred and twenty (120) days from the date of entry of this Decree, Defendant shall review and draft new or revise existing written policies and procedures in effect for the PCPD to appropriately address Title VII's prohibition of retaliation against individuals who have made claims of discrimination under Title VII or who have participated in the investigation or litigation of such claims. In particular, the policies and procedures, at a minimum, must identify specific examples of protected activities and specific examples of materially adverse employment actions.

17. Within one hundred and twenty (120) days from the date of entry of this Decree, Defendant shall review and draft new or revise existing policies and procedures in effect for the PCPD (and for any decision makers with respect to employment practices of the PCPD) regarding conflicts of interest to ensure the unbiased enforcement of the policies described in paragraphs 15-16. At a minimum, this policy must provide that an individual may not investigate or otherwise be involved in the handling of complaints or instances of potential discrimination, harassment, or retaliation if:

- a. the individual is under investigation for engaging or has been found to have engaged in conduct that violates Defendant's antidiscrimination policies (including retaliation); or
- b. it is reasonably foreseeable that the individual's relationship to one of the persons involved in the complaint could cast doubt on the impartiality of the investigation.

18. No later than one hundred twenty (120) days after the Entry of this Decree, Defendant shall provide copies of any new or revised policies pursuant to Paragraphs 15-17 of this Decree to counsel for the United States and for Plaintiffs. The United States or Plaintiffs may object to the proposed policies if they do not comport with the terms of this decree or do not accurately state, or conform to, controlling legal standards. The United States or Plaintiffs will

notify Defendant in writing within fifteen (15) days of receipt of these proposed policies of any objection(s) to the proposed policies and shall specify the nature of the objection.

a. If the United States or Plaintiffs make no objection(s) within the objection period, Defendant shall implement the policies within ten (10) days after the end of the objection period.

b. If the United States and/or Plaintiffs object within the objection period, Defendant may not proceed to implement any policies pursuant to Paragraphs 15-17 until the objections have been resolved. The Parties will confer in good faith regarding any disagreements concerning the proposed policies prior to instituting proceedings pursuant to Paragraph 37. Within ten (10) days of the resolution of any objections, whether by agreement or by order of this Court, Defendant shall implement the policies as resolved.

19. Within ten (10) days from the date upon which Defendant implements the written policies and procedures set forth in Paragraphs 15-17, Defendant shall take the following steps:

a. Defendant shall distribute copies of any new or revised policies pursuant to paragraphs 15-17 to all individuals, including supervisors, working in the PCPD as well as any Pocomoke City officials or other individuals involved in the decision making for the PCPD or involved in receiving or responding to complaints of discrimination or otherwise providing oversight for the policies in paragraphs 15-17. Each employee, agent, and/or official of the Defendant who receives a copy shall sign an acknowledgment that the copy has been received and read. The signed acknowledgment by each employee shall be placed in the employee's personnel file, and a signed acknowledgement by each supervisor or human resources personnel shall also be maintained by the City's Human Resources office.

- b. Defendant shall provide final copies of such policies and procedures, as well as the signed acknowledgements, to the United States and Plaintiffs.
- c. Defendant shall publicize such policies and procedures by, *inter alia*, posting them in all buildings and facilities used for posting EEO information in effect for the PCPD, by email to all employees of and/or working in the PCPD, and on any internet or intranet website used for posting notices or policy changes for or concerning policies in effect for the PCPD.

Defendant shall also ensure that each new employee, supervisor, or human resources personnel receives a copy of the written policies and procedures at the time of the new employee's hire or at the time of the supervisor's selection or appointment. Each new employee, supervisor, or human resources personnel shall sign an acknowledgement that she or he has read and understands such policies and procedures. The signed acknowledgment by a new employee shall be placed in the employee's personnel file, and the signed acknowledgment by a new supervisor or human resources personnel also shall be maintained by the City's Department of Human Resources.

V. TRAINING

20. Defendant will provide mandatory annual training regarding harassment and retaliation to all of Defendant's employees. The training shall include, at a minimum:

- a. a review and explanation of Defendant's policies governing harassment, retaliation, and conflicts of interest;
- b. an explanation of the types of conduct that may constitute discrimination (including examples), and a statement that discrimination on protected grounds, including harassment based on race, violates Title VII and Defendant's policy;

- c. an explanation of protected activity within the meaning of Title VII, the types of actions that may constitute unlawful retaliation (including examples), and that retaliation against an individual who has engaged in protected activity violates Title VII and Defendant's policy;
- d. a detailed description of how and to whom employees may complain if they feel they have been subjected to discrimination or retaliation in the workplace, including employees' ability to submit complaints orally or in writing and to complain to a supervisor outside of the employee's direct chain of command;
- e. a statement of Defendant's commitment to maintain a workplace free of discrimination and retaliation, to ensure that all complaints of discrimination and retaliation are promptly and thoroughly investigated by unbiased factfinders, and to implement appropriate disciplinary action when violations of Defendant's policy regarding discrimination are substantiated;
- f. a clear statement that supervisors who receive complaints of discrimination or retaliation (written or oral) or who witness or become aware of conduct that may violate Defendant's policies regarding discrimination and retaliation must take prompt action to ensure that such instances are properly reported and investigated; and
- g. the disciplinary consequences for violations of Defendant's policies regarding discrimination and retaliation.

21. Within thirty (30) days after Defendant implements the policies referenced in Paragraphs 15 through 17 above, Defendant will submit to the United States and Plaintiffs for review the training materials to be used. The United States and/or Plaintiffs may object to the proposed training materials if they do not comport with the terms of this decree or do not accurately

state, or conform to, controlling legal standards. The United States and/or Plaintiffs will notify Defendant in writing within fifteen (15) days of receipt of the proposed training materials of any objection(s) to the proposed policies and shall specify the nature of the objection. If the United States and/or Plaintiffs make no objection(s) within the specified period, Defendant may proceed with the training. If the United States and/or Plaintiffs object within the specified period, Defendant may not proceed with the training until the objections have been resolved. The Parties will confer in good faith regarding any disagreements concerning the proposed policies prior to instituting proceedings pursuant to Paragraph 37.

22. Within thirty (30) days from the date that training materials have been agreed to by the Parties or, absent agreement, ordered by this Court, Defendant, at its own cost, will provide training as set forth below:

- a. Defendant shall provide training to all non-supervisory employees of and/or working in the PCPD regarding the new policies and procedures adopted or amended pursuant to Paragraphs 15-17. Such training will be provided by Defendant with the understanding that the training is mandatory for all non-supervisory employees of and/or working in the PCPD.
- b. Defendant shall provide training to (1) all supervisory and managerial employees of and/or all supervisors and managers holding positions in the PCPD; and (2) any manager, supervisor, or human resources personnel (without regard to whether they work in the PCPD) involved in receiving, investigating, or responding to complaints of discrimination, or otherwise involved in providing oversight for the enforcement of the policies described in Paragraphs 15-17, regarding the new policies and procedures adopted or amended pursuant to Paragraphs 15-17.

- c. This training also will be administered within sixty (60) days of hire or promotion for newly hired non-supervisory employees (as described in Subparagraph (a)) or newly hired, promoted, or elected supervisors, managers, administrators, and human resources officials (as described in Subparagraph (b)) during the life of this Decree.

23. Within forty-five (45) days after the implementation of any written policies or procedures by the PCPD as described in Paragraphs 15-17, Defendant, at its own cost, will provide mandatory training to any City human resources personnel involved in receiving, investigating, or responding to complaints of discrimination regarding the new policies and procedures adopted by the PCPD. This training also will be administered within sixty (60) days of hire or promotion for newly hired or promoted City human resources personnel involved in receiving, investigating, or responding to complaints of discrimination during the life of this Decree.

24. All persons who undergo training pursuant to Paragraphs 22-23 will sign an acknowledgment of attendance at the training. Defendant will keep on file all signed acknowledgments for the duration of this Decree.

25. Within twenty (20) days after the initial training occurs, Defendant will provide to the United States and Plaintiffs copies of all training materials used and written confirmation that all individuals required to receive training pursuant to Paragraphs 22-23 have received such training. Defendant shall provide to any other Party copies of signed acknowledgements for attendees of subsequent trainings within one (1) week upon receipt of a written request for the duration of this Decree.

VI. INDIVIDUAL RELIEF FOR FRANKLIN SAVAGE, KELVIN SEWELL, AND LYNELL GREEN

26. In settlement of Plaintiffs' claims, as well as the United States' claims, Defendant agrees to the following and it is hereby ordered by the Court that within seven (7) days of the date of entry of this Decree that Defendant shall pay the following monetary awards:

- a. \$451,001.00 to Franklin Savage;
- b. \$450,001.00 to Kelvin Sewell; and
- c. \$200,001.00 to Lynell Green.

The checks described above shall be sent to Plaintiffs' designated counsel.

27. Within seven (7) days of the date of entry of this Decree, Defendant shall pay \$500,000.00 to the Washington Lawyers Committee for Civil Rights and Urban Affairs, attorneys for Plaintiffs, to resolve all attorneys' fees and costs in this matter.

28. Within three (3) business days of the issuance of the payments referenced in Paragraphs 26 and 27, Defendant shall furnish a copy of the checks or other payment method and related correspondence to Plaintiffs' and the United States' counsel.

29. By January 31, 2020, Defendant shall issue Savage, Sewell, and Green United States Internal Revenue Service forms for the amount(s) designated in Paragraphs 26 and 27.

30. Upon the entry of this Decree, Defendant shall observe the following procedures when it receives requests for references from prospective employers or other entities regarding Franklin Savage, Kelvin Sewell, and Lynell Green:

- a. Defendant shall ensure that it only provides responses to such inquiries in a reference letter as described in this Paragraph;
- b. By agreement between Defendant and Plaintiffs Savage, Green, and Sewell, Defendant shall provide only the reference letters (and any materials referenced therein) that have

been agreed upon by Defendants and Plaintiffs (Savage, Green, and Sewell), final copies of which were received by the Plaintiffs on November 20, 2019 date.

- c. Defendant shall not mention the EEOC Charge(s), this action, or termination for cause in any such reference; and
- d. Defendant shall ensure all staff involved in receiving or responding to requests for or inquiries regarding references are aware of and comply with this provision.

The provisions of this Paragraph shall be subject to enforcement only by Plaintiffs Savage, Green, and Sewell.

31. Within seven (7) days of the entry of this Decree, Defendant shall provide Plaintiffs' counsel with copies of the letters of reference described in Paragraph 30.

32. In exchange for the payment of the amounts described in Paragraphs 26 and 27 and adoption of the procedures described in Paragraph 30 regarding requests for references, as well as entry into this Decree, each of the Plaintiffs will sign a release of claims and return it to Defendant within thirty (30) days of entry of the Decree. The allotted time period for execution of the release form may be extended for good cause. This Decree will result in a judgment to be taken against Pocomoke City only, but it is expressly understood that the Decree is for the benefit of Bruce Morrison, Russell Blake, Ernest A. Crofoot, and the County. This offer and Decree do not relate to the claims asserted against any other Defendants in this case.

VII. RECORDKEEPING AND COMPLIANCE MONITORING

33. For the duration of the Decree as set forth in Sections XI-XII, Defendant shall retain records necessary to document the implementation of this Decree. Defendant shall furnish records and documents relevant to its compliance with the implementation of this Decree to counsel for

Plaintiffs and the United States within thirty (30) days of any written request to Defendant's counsel.

34. For the duration of this Decree as set forth in Sections XI-XII, Defendant 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 complaints or charges of employment discrimination based on discrimination on the basis of race or retaliation made by employees of and/or holding positions of employment in the PCPD: (a) internally; (b) with the EEOC; or (c) through or with any other federal or state agency authorized to receive such complaints.

35. For the duration of this Decree as set forth in Sections XI-XII, Defendant will provide to the Plaintiffs and to the United States written documentation identifying any complaints of employment discrimination on the basis of race, including race harassment complaints and any related complaints of retaliation received by Defendant internally, through the EEOC, or through any other federal or state agency, within thirty (30) days of receiving any such complaint. This written documentation will include:

- a. the date of the complaint and the date the complaint was received by Defendant (if different from the date of the complaint);
- b. whether the complaint was oral or written;
- c. a detailed description of the complaint;

- d. the name(s) and title(s) of individual(s) who conducted or are conducting the investigation on Defendant's behalf, the date the investigation was concluded, and the steps taken during the investigation;
- e. if an investigation is ongoing, the stage of the investigation, the name(s) of the individual(s) interviewed, and an estimate of when the investigation is expected to conclude; and
- f. the findings of the investigation and nature of any corrective action or discipline given.

36. Upon request of the Plaintiffs or the United States, Defendant will produce additional documents and information relating to any complaint of employment discrimination on the basis of race, including race harassment, and any related complaints of retaliation, within thirty (30) days of any written request to Defendant's counsel.

VIII. DISPUTE RESOLUTION

37. 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 to enforce this agreement and may seek a ruling that enforces this Court Order, provided that written notice is first provided to the other party at least seven (7) days in advance of taking such action.

IX. RETENTION OF JURISDICTION

38. For the duration of the decree, the Court will retain jurisdiction over this Decree for the purposes of implementing the relief provided herein, and resolving any disputes or entering any orders that may be necessary to implement the relief provided herein.

X. ADDITIONAL PROVISIONS

39. This Decree constitutes the entire agreement and all commitments between the Parties to this Decree.

40. 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.

41. There is no private right of action to enforce Defendant's obligations under the Decree and only the Plaintiffs or the United States, or their successors or assigns, may enforce compliance herewith.

42. The Parties agree that, as of the date of entry of this Decree, additional litigation regarding this matter is not reasonably foreseeable. To the extent that any party previously implemented a litigation hold to preserve documents, electronically stored information, or things related to this matter, the party is no longer required to maintain such a litigation hold. Nothing in this paragraph relieves any party of any other obligations imposed by this Decree, including the obligation to maintain documents demonstrating compliance with this Decree.

43. The United States and Defendant shall bear their own costs, expenses, and attorneys' fees in this action, including the costs of compliance or monitoring, except that the Parties shall retain the right to seek costs and fees for any matter which, in the future, may arise from this Decree and require resolution by the Court.

44. The time limits set forth throughout Sections IV-VI of this Decree may be expanded by mutual consent of the Parties or upon motion to the Court following written notice to the other parties.

45. All documents required to be delivered under this Decree to Plaintiffs will be sent to the following address:

Dennis A. Corkery
Washington Lawyers' Committee for
Civil Rights and Urban Affairs
700 14th St., NW Suite 400
Washington, D.C. 20005
Dennis_Corkery@washlaw.org

46. All documents required to be delivered under this Decree to the United States shall be sent to the following address:

Karen Woodard, Deputy Chief
Hillary Valderrama, Senior Trial Attorney
Employment Litigation Section
150 M Street, NE
Washington, D.C. 20002
karen.woodard@usdoj.gov
hillary.valderrama@usdoj.gov

47. All documents required to be delivered under this Decree to Defendant will be sent to the following addresses:

Daniel Karp, Esquire
Michael B. Rynd, Esquire
Karpinski, Colaresi & Karp, P.A.
120 East Baltimore Street
Suite 1850
Baltimore, Maryland 21202

48. Any party may update mailing or electronic addresses to all other parties without requiring any changes to this Consent Decree.

49. This Agreement 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 facsimile signatures.

XI. DURATION OF THE DECREE AS TO THE UNITED STATES

50. Unless otherwise ordered by this Court, this Decree shall expire with respect to the United States twenty-four (24) months from the date of Entry of the Decree without further order

of the Court. After this time is reached, the United States may not seek to enforce any provision of this Decree and Defendant is not required to furnish any documentation to the United States pursuant to Section VII.

XII. DURATION OF THE DECREE AS TO PLAINTIFFS

51. Unless otherwise ordered by this Court, and absent the pendency of any motion related to this Decree, this Decree shall expire with respect to the Plaintiffs three (3) years from the date of Entry of the Decree without further order of the Court.

52. Plaintiffs or Defendant may move the Court to extend the duration of the Decree upon a showing of good cause.

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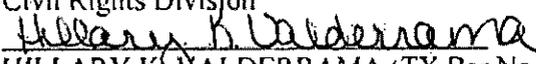
For Plaintiff-Intervenor United States:

DATED: 12/4/19

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Assistant Attorney General
Civil Rights Division

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Chief
Employment Litigation Section
Civil Rights Division


KAREN WOODARD (MD Bar No. 9312160300)
Principal Deputy Chief
Employment Litigation Section
Civil Rights Division


HILLARY K. VALDERRAMA (TX Bar No. 24075201)

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Civil Rights Division

Employment Litigation Section, 4CON Rm. 6.1813

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Washington, DC 20530

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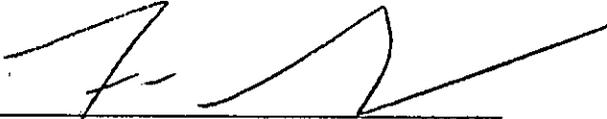
Hillary.Valderrama@usdoj.gov

Emily.Given@usdoj.gov

Barbara.Schwabauer@usdoj.gov

Valerie.Meyer@usdoj.gov

For Plaintiffs Franklin Savage, Kelvin Sewell, and Lynell Green:



Franklin Savage

Date: 11/29/19

Kelvin Sewell

Date: _____

Lynell Green

Date: _____

For Plaintiffs Franklin Savage, Kelvin Sewell, and Lynell Green:

Franklin Savage
Date: _____



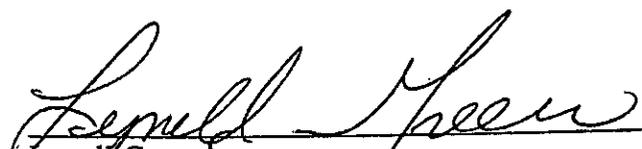
Kelvin Sewell
Date: 11/30/2019

Lynell Green
Date: _____

For Plaintiffs Franklin Savage, Kelvin Sewell, and Lynell Green:

Franklin Savage
Date: _____

Kelvin Sewell
Date: _____



Lynell Green
Date: Dec 02, 19

***For Defendants Pocomoke City, Russell Blake, Ernest A. Crofoot, Bruce Morrison, and
County Commissioners of Worcester County:***

David Deutsch

David Deutsch,
City ~~Town~~ Manager on an Interim Basis
Pocomoke City

Date: 12/2/19

Russell Blake

Date: _____

Ernest A. Crofoot

Date: _____

Bruce Morrison

Bruce Morrison

Date: 12-3-19

Diana Purnell

President of the County Commissioners

County Commissioners of Worcester County

Date: _____

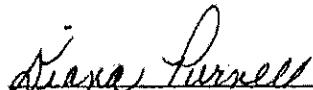
*For Defendants Pocomoke City, Russell Blake, Ernest A. Crofoot, Bruce Morrison, and
County Commissioners of Worcester County:*

David Deutsch,
Town Manager on an Interim Basis
Pocomoke City
Date: _____

Russell Blake
Date: _____

Ernest A. Crofoot
Date: _____

Bruce Morrison
Date: _____

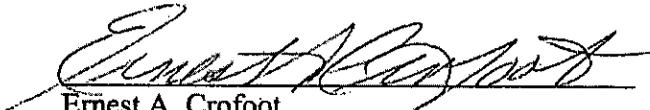


Diana Purnell
President of the County Commissioners
County Commissioners of Worcester County
Date: 12/3/19

***For Defendants Pocomoke City, Russell Blake, Ernest A. Crofoot, Bruce Morrison, and
County Commissioners of Worcester County:***

David Deutsch,
Town Manager on an Interim Basis
Pocomoke City
Date: _____

Russell Blake
Date: _____



Ernest A. Crofoot
Date: November 25, 2019

Bruce Morrison
Date: _____

Diana Purnell
President of the County Commissioners
County Commissioners of Worcester County
Date: _____

***For Defendants Pocomoke City, Russell Blake, Ernest A. Crofoot, Bruce Morrison, and
County Commissioners of Worcester County:***

David Deutsch,
Town Manager on an Interim Basis
Pocomoke City
Date: _____

Russell Blake
Russell Blake
Date: 11/23/19

Ernest A. Crofoot
Date: _____

Bruce Morrison
Date: _____

Diana Purnell
President of the County Commissioners
County Commissioners of Worcester County
Date: _____

It is so ORDERED this 4th day of Dec., 2019.



Hon. Ellen L. Hollander
United States District Judge