

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil No. 2:16-cv-12146
	)	Hon. Paul D. Borman
STATE OF MICHIGAN AND	)	
MICHIGAN DEPARTMENT	)	
OF CORRECTIONS,	)	
	)	
Defendants.	)	
	)	
	)	

**ORDER GRANTING JOINT MOTION FOR PROVISIONAL ENTRY OF  
THE SETTLEMENT AGREEMENT AND TO SCHEDULE A FAIRNESS  
HEARING (ECF NO. 90)**

Upon consideration of Plaintiff United States of American and Defendants State of Michigan and Michigan Department of Corrections' Joint Motion for Provisional Entry of the Settlement Agreement and to Schedule a Fairness Hearing ("Joint Motion"), the Settlement Agreement, the Parties' Memorandum of Law in support of the Joint Motion (ECF No. 90), and all supporting attachments to the foregoing items,

**IT IS ORDERED** that the Joint Motion (ECF No. 90) is **GRANTED**, and that the Settlement Agreement is **PROVISIONALLY APPROVED AND ENTERED**.

It is **FURTHER ORDERED** that a Fairness Hearing on the Terms of the Settlement Agreement is set, in accordance with the schedule set forth by the Parties in the Joint Motion, for **10:00 am on Wednesday, June 2, 2021**, by Zoom videoconference technology, in Courtroom 717 at the U.S. District Court for the Eastern District of Michigan, Theodore Levin U.S. Courthouse, 231 W. Lafayette Blvd., Detroit, Michigan 48226.

Date: February 22, 2021

s/Paul D. Borman

PAUL D. BORMAN  
United States District Judge

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

V.

STATE OF MICHIGAN AND  
MICHIGAN DEPARTMENT  
OF CORRECTIONS,

Defendants.

Civil No. 2:16-cv-12146  
Hon. Paul D. Borman

**JOINT MOTION FOR PROVISIONAL ENTRY OF THE SETTLEMENT  
AGREEMENT AND TO SCHEDULE A FAIRNESS HEARING**

The Parties jointly move the Court to (1) provisionally enter the proposed Settlement Agreement (“Agreement”) filed contemporaneously with this Joint Motion for Provisional Entry of the Settlement Agreement and to Schedule a Fairness Hearing (“Joint Motion”), and (2) schedule a Fairness Hearing on the Terms of the Settlement Agreement no less than 100 days from the date of the Court’s order on this Joint Motion, as provided in Paragraph 51 of the Agreement.

The Agreement will resolve all claims in this civil action alleging that Defendants State of Michigan and Michigan Department of Corrections engaged in two discriminatory employment practices in violation of Title VII of the Civil

Rights Act of 1964, as amended, 42 U.S.C. § 2000e, *et seq.*, (1) improper female-only designations of certain assignments at Women’s Huron Valley Correctional Facility (“WHV”) and (2) transfer practices that prevented female COs from transferring from WHV on terms that were applicable to male COs. The Fairness Hearing on the Terms of the Settlement Agreement would allow the Court to hear any objections to the terms of the Agreement and to decide whether to enter the Agreement as a final order.

As set forth in the accompanying Memorandum of Law, the Court should provisionally enter the Agreement because its terms are lawful, fair, adequate, reasonable, and consistent with the public interest. Accordingly, the Parties respectfully request that the Court provisionally enter the Agreement and schedule a Fairness Hearing on the Terms of the Settlement Agreement no less than 100 days from the date of the Court’s Order on this Joint Motion.

Date: February 18, 2021

Respectfully submitted,

PAMELA S. KARLAN  
Principal Deputy Assistant Attorney  
General  
Civil Rights Division

DELORA L. KENNEBREW  
Chief, Employment Litigation Section  
Civil Rights Division  
U.S. Department of Justice

CLARE GELLER (NY Reg. No.  
4087037)  
/s/ Taryn Wilgus Null  
TARYN WILGUS NULL (DC Bar  
No. 985724)  
NADIA E. SAID (DC Bar No.  
1016598)  
JENNIFER M. SWEDISH (DC Bar  
No. 977746)  
Senior Trial Attorneys  
Employment Litigation Section  
Civil Rights Division  
U.S. Department of Justice  
601 D Street, N.W., PHB 4520  
Washington, D.C. 20579  
Tel: 202-616-3874  
Fax: 202-514-1105  
Email: [taryn.null@usdoj.gov](mailto:taryn.null@usdoj.gov)

SAIMA S. MOHSIN  
Acting United States Attorney  
Eastern District of Michigan

/s/ with consent of Susan K. DeClercq  
SUSAN K. DeCLERCQ (P60545)  
Assistant United States  
211 W. Fort Street, Suite 2001  
Detroit, Michigan 48226  
Tel: 313-226-9149  
Email: [Susan.DeClercq@usdoj.gov](mailto:Susan.DeClercq@usdoj.gov)

*Counsel for Plaintiff*

/s/ with consent of Jeanmarie Miller  
JEANMARIE MILLER (P44446)  
SCOTT A. MERTENS (P60069)  
BRYAN W. BEACH (P69681)  
Assistant Attorneys General  
Attorneys for Defendants, State of  
Michigan and Michigan  
Department of Corrections  
Michigan Department of Attorney  
General  
Civil Litigation, Employment &  
Elections  
525 W. Ottawa Street, 5<sup>th</sup> Floor  
P.O. Box 30217  
Lansing, Michigan 48909  
Tel: 517-335-7659  
Fax: 517-335-7640  
Email: [MillerJ51@michigan.gov](mailto:MillerJ51@michigan.gov)

*Counsel for Defendants*

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil No. 2:16-cv-12146
	)	Hon. Paul D. Borman
STATE OF MICHIGAN AND	)	
MICHIGAN DEPARTMENT	)	
OF CORRECTIONS,	)	
	)	
Defendants.	)	
	)	
	)	

**MEMORANDUM OF LAW IN SUPPORT OF THE**  
**PARTIES' JOINT MOTION FOR PROVISIONAL ENTRY OF THE**  
**SETTLEMENT AGREEMENT AND TO SCHEDULE A FAIRNESS**  
**HEARING**

**ISSUE PRESENTED**

(1) Should the Court provisionally enter the Settlement Agreement because its terms are lawful, fair, adequate, reasonable, and consistent with the public interest?

The Parties' Answer: Yes.

**MOST CONTROLLING AUTHORITY**

*Local 93, Int'l Ass'n of Firefighters, AFL-CIO C.L.C. v. City of Cleveland*, 478 U.S. 501 (1986).

*Int'l Union, United Auto., Aerospace, and Agric. Implement Workers of Am. v. Gen. Motors Corp.*, 497 F.3d 615 (6th Cir. 2007).

*Williams v. Vukovich*, 720 F.2d 909 (6th Cir. 1983).

## TABLE OF CONTENTS

I.	INTRODUCTION .....	1
II.	PROCEDURAL AND FACTUAL BACKGROUND .....	2
III.	OVERVIEW OF THE SETTLEMENT AGREEMENT .....	4
	A. Injunctive Relief.....	4
	B. Individual Relief.....	5
	C. Fairness Hearings and Individual Relief Claims Process .....	6
	1. Notice of Settlement .....	7
	2. Fairness Hearing on the Terms of the Settlement Agreement...7	
	3. Notice of Entry of the Settlement Agreement and Individual Relief Claims Process .....	8
	D. Continuing Jurisdiction and Duration of the Settlement Agreement....9	
IV.	DISCUSSION.....	10
	A. Standard of Review .....	10
	B. The Parties’ Settlement Agreement Is Fair, Reasonable, Adequate and Consistent with the Public Interest.....	12
	1. Plaintiff’s likelihood of ultimate success on the merits balanced against the amount and form of relief offered in the settlement. ....	12
	a. Plaintiff’s likelihood of ultimate success on the merits .12	
	b. Amount and form of relief offered in the settlement.....	15
	2. Complexity, expense, and likely duration of the litigation.....	18
	3. Stage of the proceedings and the amount of discovery completed .....	19
	4. Judgment of experienced trial counsel.....	20
	5. Nature of the negotiations .....	21
	6. Objections raised by class members .....	21
	7. Public interest.....	22
V.	CONCLUSION.....	24



## TABLE OF AUTHORITIES

### Cases

<i>Aiken v. City of Memphis</i> , 37 F.3d 1155 (6th Cir. 1994).....	24
<i>Albemarle Paper Co. v. Moody</i> , 422 U.S. 405 (1975).....	23
<i>Bailey v. Great Lakes Canning, Inc.</i> , 908 F.2d 38 (6th Cir. 1990).....	11
<i>EEOC v. Mid-American Specialties, Inc.</i> , 774 F. Supp. 2d 892 (W.D. Tenn. 2011).....	16
<i>Everson v. Mich. Dep’t of Corr.</i> , 391 F.3d 737 (6th Cir. 2004) .....	12, 13, 22
<i>Franks v. Bowman Transp. Co.</i> , 424 U.S. 747 (1976) .....	16
<i>Howe v. City of Akron</i> , No. 5:06 CV 2779, 2014 WL 12526624 (N.D. Ohio Mar. 27, 2014).....	16
<i>Int’l Bhd. of Teamsters v. United States</i> , 431 U.S. 324 (1977) .....	13, 15, 16
<i>Int’l Union, United Auto., Aerospace, and Agric. Implement Workers of Am. v. Gen. Motors Corp.</i> , 497 F.3d 615 (6th Cir. 2007) .....	ii, 10, 11
<i>Jordan v. Dellway Villa of Tenn., Ltd.</i> , 661 F.2d 588 (6th Cir. 1981) .....	15
<i>Kasprzycki v. Mich. Dep’t of Corr.</i> , No. 17-cv-11220, 2019 WL 3425259.....	13, 14
<i>Kelley v. Thomas Solvent Co.</i> , 790 F. Supp. 731 (W.D. Mich. 1991).....	10
<i>Local 93, Int’l Ass’n of Firefighters, AFL-CIO C.L.C. v. City of Cleveland</i> , 478 U.S. 501 (1986) .....	ii, 10
<i>Logan v. MGM Grand Detroit Casino</i> , 939 F.3d 824 (6th Cir. 2019) .....	10
<i>Reed v. Rhodes</i> , 869 F. Supp. 1274 (N.D. Ohio 1994).....	11, 20, 22
<i>United States v. Akzo Coatings of Am.</i> , 949 F.2d 1409 (6th Cir. 1991) .....	21
<i>United States v. City of Alexandria</i> , 614 F.2d 1358 (5th Cir. 1980) .....	10
<i>United States v. City of New York</i> , 717 F.3d 72 (2d Cir. 2013).....	14
<i>United States v. Lexington-Fayette Urban Cty. Gov’t</i> , 591 F.3d 484 (6th Cir. 2010) .....	21, 22
<i>Williams v. Vukovich</i> , 720 F.2d 909 (6th Cir. 1983) .....	<i>passim</i>

### Statutes

42 U.S.C. § 2000e .....	2
42 U.S.C. § 2000e-2(e)(1).....	3, 13
42 U.S.C. § 2000-5(g)(1) .....	16
42 U.S.C. § 2000e-2(n)(1) .....	24
42 U.S.C. §§ 2000e-2(a) .....	2

## I. INTRODUCTION

Plaintiff United States of America (“United States”) and Defendants State of Michigan and Michigan Department of Corrections (“MDOC”) (collectively, the “Parties”) submit the following Memorandum of Law in Support of the Joint Motion for Provisional Entry of the Settlement Agreement and to Schedule a Fairness Hearing (“Joint Motion”). The Parties request that the Court provisionally enter the proposed Settlement Agreement (“Agreement”) filed with this Joint Motion, and schedule a Fairness Hearing on the Settlement Agreement.<sup>1</sup> *See* Exhibit A – Settlement Agreement.

As set forth below, the Court should provisionally enter the Agreement because its terms are lawful, fair, adequate, reasonable, and consistent with the public interest. If entered, the Agreement will:

- (1) resolve all legal and factual disputes between the Parties;
- (2) provide injunctive relief tailored to the disputes that gave rise to the litigation; and
- (3) provide remedies to individual victims of the alleged discrimination.

---

<sup>1</sup> This Memorandum incorporates by reference the definitions set forth in the Settlement Agreement, attached as Exhibit A – Settlement Agreement, at Section II.

## II. PROCEDURAL AND FACTUAL BACKGROUND

The United States commenced this action against Defendants on June 13, 2016, under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, *et seq.* (“Title VII”), and filed an amended complaint on July 27, 2016. *See* ECF No. 6. The amended complaint alleges that Defendants engaged in two discriminatory employment practices, in violation of Sections 703(a), 706, and 707 of Title VII, 42 U.S.C. §§ 2000e-2(a), 2000e-5, 2000e-6: (1) designation of four Non-Housing CO assignments (Food Service, Yard, Property Room, and Electronic Monitor) at Women’s Huron Valley Correctional Facility (“WHV”) as “female-only” positions, and (2) transfer practices that prevented female COs from transferring from WHV on terms that were applicable to male COs. ECF No. 6, PageID.40-44. The United States’ case was based on charges of discrimination against Defendants that were timely filed with the Equal Employment Opportunity Commission (“EEOC”) by twenty-eight Charging Parties. ECF No. 6, PageID.30-32. In their answer to the United States’ amended complaint, Defendants denied the United States’ allegations, *see* ECF No. 9, and do not admit to liability under Title VII.

After more than a year of extensive fact discovery, the Parties began productive settlement discussions in November 2017. These efforts culminated in

a successful mediation on August 17, 2018, facilitated by Magistrate Judge Mona K. Majzoub.<sup>2</sup>

The Parties acknowledge their shared objective of ensuring that WHV is sufficiently staffed such that both inmates and staff members are safe and secure in a manner that does not violate Title VII. The Parties consent to the terms of the proposed Agreement, filed with this Joint Motion, and agree to waive hearings and findings of fact and conclusions of law on all remaining issues in the case, subject to the fairness hearings outlined below.

In terms of the relevant facts, MDOC designated certain Non-Housing Unit CO assignments at WHV as female-only in 2009. ECF No. 6, PageID.35-36; ECF No. 9, PageID.55. MDOC lifted the female-only designations for three of the challenged assignments in 2016, but the female-only designation remains on the Electronic Monitoring assignment. ECF No. 6, PageID.37; ECF No. 9, PageID.55. Such a female-only designation is permitted by Title VII only if sex is a bona fide occupational qualification (“BFOQ”) “reasonably necessary to the normal operation of that particular business or enterprise.” 42 U.S.C. § 2000e-2(e)(1).

---

<sup>2</sup> As indicated by the Parties’ requests for additional time granted by this Court since the agreement in principle was reached, the Parties have endeavored to iron out difficult staffing considerations to balance complying with Title VII and meeting the employer’s legitimate penological objectives. The Parties’ work to resolve these complex issues has been exacerbated by the serious public health concerns brought about by the national emergency occasioned by COVID-19.

Additionally, since at least 2009 to the present, MDOC has imposed a transfer freeze from WHV to other MDOC facilities. ECF No. 6, PageID.38; ECF No. 9, PageID.56. The United States alleges that the freeze applied only to female COs because some exceptions were made for males who wanted to transfer. ECF No. 6, PageID.39.

### **III. OVERVIEW OF THE SETTLEMENT AGREEMENT**

#### **A. Injunctive Relief**

The proposed Agreement will enjoin Defendants from violating Title VII by (1) implementing female-only assignments at WHV in the absence of a BFOQ necessitating such an assignment, (2) implementing any transfer freeze that discriminates on the basis of sex, or (3) retaliating against any individuals who participated or cooperated in this litigation. In particular, the Agreement requires that:

- MDOC will develop a system for reviewing female-only job assignments.

This system will include a review process that accurately assesses whether female sex is a BFOQ reasonably necessary to the normal operation of WHV. Exhibit A – Settlement Agreement ¶¶ 27-32.

- MDOC will not restrict the transfer of female COs from WHV more than it restricts the transfer of male COs from WHV unless the restriction comports with Title VII. Additionally, MDOC shall lift the transfer freeze at WHV to

the extent necessary to provide female COs with the same terms for transferring from WHV as are applied to male COs. *Id.* ¶¶ 33-39.

- MDOC will lift the transfer freeze at WHV and permit female COs to transfer from WHV in accordance with provisions applicable at other MDOC facilities within fourteen days of WHV reaching a Vacancy Rate between 9% and 14% for female COs as specified in the Agreement. *Id.* ¶¶ 35, 37.
- MDOC will implement a written recruitment and retention plan in an effort to avoid restricting transfers by female COs on the basis that WHV has inadequate staff to backfill the positions of female COs who transfer. *Id.* ¶ 40.
- MDOC will also provide mandatory training to all relevant employees on the female-only assignment review process and the requirement that transfer rules for COs be administered on a nondiscriminatory basis. *Id.* ¶ 97.

## **B. Individual Relief**

The Settlement Agreement also specifies:

- Defendants will provide monetary relief in the amount of \$750,000 to female COs who were harmed by the transfer freeze at any time between 2009 and the entry of this Agreement as well as to EEOC Charging Parties for service in the litigation of this case. Exhibit A – Settlement Agreement ¶

21. EEOC Charging Parties may be offered service awards of either \$5,000 or \$10,000 based on their assistance in bringing this case, in addition to any monetary relief to which they are otherwise entitled on account of harm attributable to the transfer freeze. *Id.* ¶ 22. The remainder of the relief will be distributed among all Claimants entitled to monetary relief, taking into account the duration of time each Claimant worked at WHV, was eligible to transfer, and was harmed by the inability to transfer. *Id.* ¶ 72.

- MDOC will make fifteen priority transfers of Claimants who still work as COs at WHV, as detailed in the Agreement. *Id.* ¶¶ 45, 88. If there are more than fifteen Claimants eligible for Priority Transfer who are seeking Priority Transfers to facilities with slots available for transfer, the Claimants shall receive Priority Transfer offers in the order of: Charging Parties, in order of number of continuous service hours from highest to lowest, followed by non-Charging Parties, in order of number of continuous service hours from highest to lowest. *Id.* ¶ 88.

### **C. Fairness Hearings and Individual Relief Claims Process**

The Parties respectfully request that the Court provisionally enter the proposed Settlement Agreement and schedule a Fairness Hearing on the Terms of the Settlement Agreement no less than 100 days from the date of the Court's order on this Joint Motion. The Agreement, if provisionally approved, sets forth the

schedule for notice and two fairness hearings, the Fairness Hearing on the Terms of the Settlement Agreement and the Fairness Hearing on Individual Awards.

### **1. Notice of Settlement**

Following provisional approval of the Agreement, notice will be sent to every female individual who has worked as a CO at WHV since 2009. Exhibit A – Settlement Agreement ¶ 53. The notice will include information on how to file objections to the Agreement with the Court prior to the Fairness Hearing on the Terms of the Settlement Agreement. The notice to these women will also include instructions on how to file a claim for a monetary award or priority transfer consideration and the Interest-in-Relief Form. *Id.* The Charging Parties will receive the same notice and Interest-in-Relief Form along with a Cover Letter to Charging Parties and a Notice of Service Award. *Id.*(a). Notice of the Agreement will also be provided to all interested third parties, consisting of COs currently employed at MDOC and the Michigan Corrections Organization, the union representing MDOC COs. *Id.* This notice has instructions on how to file objections with the Court prior to the Fairness Hearing on the Terms of the Settlement Agreement. *Id.*

### **2. Fairness Hearing on the Terms of the Settlement Agreement**

As set forth in the Agreement, the Court will consider and resolve any objections to the terms of the Agreement at the hearing. If the Court concludes



that the terms of the Agreement are lawful, fair, reasonable, and adequate, the Court shall enter the Settlement Agreement at or following the fairness hearing.

Exhibit A – Settlement Agreement ¶¶ 50-57.

### **3. Notice of Entry of the Settlement Agreement and Individual Relief Claims Process**

Following the entry of the Settlement Agreement, all Charging Parties and Claimants will receive a copy of the notice of entry of the Agreement to inform them of the Court's decision. Exhibit A – Settlement Agreement ¶ 58. The United States, in consultation with Defendants, will prepare a list identifying the Charging Parties and Claimants who are eligible for individual relief, as well as the Charging Parties who are entitled to service awards. *Id.* ¶¶ 59-60. The United States will file the Proposed Individual Awards Lists with the Court and simultaneously move the Court to hold a Fairness Hearing on Individual Awards to review the initial individual award determinations as well as any objections to those initial determinations. *Id.* ¶¶ 61-64. Each Charging Party, and each Claimant, will be notified of the proposed monetary award that she will receive and whether she is eligible for priority transfer, if she so requests. *Id.* ¶ 64. After notice is given, Charging Parties and individuals who submitted Interest-in-Relief forms will have the opportunity to object to the United States' determinations of their eligibility for relief and their proposed individual awards, if any, and may request to be heard at the second fairness hearing. *Id.* ¶¶ 64-65.

#### **4. Fairness Hearing on Individual Awards**

At the Fairness Hearing on Individual Awards, the Court will consider and resolve any objections filed by Charging Parties and individuals who submitted Interest-in-Relief forms. Exhibit A – Settlement Agreement ¶ 67. If the Court determines that the proposed monetary and priority transfer awards are lawful, fair, reasonable, and adequate, the Court will approve the Proposed Individual Awards Lists at or following the Fairness Hearing on Individual Relief. *Id.* Following the Court's approval, notice will be sent to Charging Parties and Claimants who are eligible for individual awards. *Id.* ¶ 73.

#### **D. Continuing Jurisdiction and Duration of the Settlement Agreement**

Per the terms of the Agreement, unless a party obtains an extension, the Agreement will expire, and the case will be dismissed without further order of the Court, when three years have passed after the Agreement is entered. The Court may extend the Agreement if Defendants have not completed the priority transfers, issued the monetary payment checks, or established the female-only assignment review process within the three-year duration. Exhibit A – Settlement Agreement ¶ 98.

## IV. DISCUSSION

### A. Standard of Review

It is well-established that voluntary compliance and affirmative change are the preferred means of achieving Title VII's objectives. *Local 93, Int'l Ass'n of Firefighters, AFL-CIO C.L.C. v. City of Cleveland*, 478 U.S. 501, 515-16 (1986). As the Sixth Circuit noted, "in crafting Title VII, Congress chose 'cooperation and voluntary compliance ... as the preferred means' for eradicating workplace discrimination." *Logan v. MGM Grand Detroit Casino*, 939 F.3d 824, 828 (6th Cir. 2019). Consistent with that principle, there is a presumption of validity when federal and state "governmental agencies ... worked toward and approve of the consent decree." *Kelley v. Thomas Solvent Co.*, 790 F. Supp. 731, 735 (W.D. Mich. 1991). In terms of this expectation of lawfulness, "settlement agreements negotiated by an agency of the federal government in an employment discrimination suit carry 'the presumption of validity that is overcome only if the decree contains provisions which are unreasonable, illegal, unconstitutional, or against public policy.'" *United States v. Par. of Orleans Crim. Sheriff*, No. 90-4930, 1997 U.S. Dist. LEXIS 872, at \*14-15 (E.D. La. Jan. 24, 1997) (*quoting United States v. City of Alexandria*, 614 F.2d 1358, 1362 (5th Cir. 1980)).

A district court may not approve a settlement until it determines, after a hearing, that "the settlement is fair, reasonable and adequate." *Int'l Union, United*

*Auto., Aerospace, and Agric. Implement Workers of Am. v. Gen. Motors Corp.*, 497

F.3d 615, 631 (6th Cir. 2007). Seven factors guide the district court's inquiry into the lawfulness, fairness, and adequacy of a proposed settlement:

(1) the plaintiffs' likelihood of ultimate success on the merits balanced against the amount and form of relief offered in the settlement; (2) the complexity, expense and likely duration of the litigation; (3) the stage of the proceedings and the amount of discovery completed; (4) the judgment of experienced trial counsel; (5) the nature of the negotiations; (6) the objections raised by class members; and (7) the public interest.

*Reed v. Rhodes*, 869 F. Supp. 1274, 1279 (N.D. Ohio 1994) (citing *Williams v.*

*Vukovich*, 720 F.2d 909, 921-23 (6th Cir. 1983)) (other citations omitted); *see also*

*Int'l Union*, 497 F.3d at 631.

The Sixth Circuit has been clear that the scope of the court's review of the settlement under these factors is not to "decide the merits of the case or resolve unsettled legal questions," but to ensure that the disputes are real and that the settlement fairly and reasonably resolves the parties' differences. *Int'l Union*, 497 F.3d at 631, 636-37. The district court's approval of a settlement agreement will not be disturbed on appeal absent an abuse of discretion. *Bailey v. Great Lakes Canning, Inc.*, 908 F.2d 38, 42 (6th Cir. 1990).

**B. The Parties' Settlement Agreement Is Fair, Reasonable, Adequate and Consistent with the Public Interest.**

The Agreement proffered by the Parties satisfies the factors that this Court evaluates to determine its fairness, reasonableness, adequacy, and consistency with the public interest.

**1. Plaintiff's likelihood of ultimate success on the merits balanced against the amount and form of relief offered in the settlement.**

Weighing Plaintiff's likelihood of success against the relief provided by the Agreement helps to establish that this settlement is fair, reasonable, adequate, and consistent with the public interest.

**a. Plaintiff's likelihood of ultimate success on the merits**

The strength of the United States' claims in this case bolsters the fairness of this settlement. Here, the United States challenged two employment practices as violations of Title VII: (1) the designation of four Non-Housing CO assignments (Food Service, Yard, Property Room, and Electronic Monitor) at WHV as "female-only" positions, and (2) transfer practices that prevented female COs from transferring out of WHV on terms that were applicable to male COs. *See generally* ECF No. 6, PageID.35-40. A facially discriminatory policy such as female-only designations requires Defendants to not only raise a BFOQ defense, but to actually prove that defense, which the Sixth Circuit has acknowledged to be a difficult hurdle. *See Everson v. Mich. Dep't of Corr.*, 391 F.3d 737, 748 (6th Cir. 2004).

The Sixth Circuit specified, “The BFOQ defense is written narrowly, and is to be read narrowly. Moreover, the burden is on an employer to establish a BFOQ defense.” *Id.* (citations omitted). If Defendants cannot prove that being female is a BFOQ for the positions that the United States challenges, then they are liable for violating Title VII. 42 U.S.C. § 2000e-2(e)(1) (a sex qualification must be “reasonably necessary to the normal operation of that particular business or enterprise” to justify a facially discriminatory practice). Moreover, “an employer[’s] fail[ure] to rebut . . . the Government’s prima facie case . . . justifies an award of prospective relief,” so Defendants’ failure to establish a BFOQ would warrant injunctive relief. *Int’l Bhd. of Teamsters v. United States*, 431 U.S. 324, 361 (1977).

A recent case, in which this Court made clear that “[a] facially discriminatory employment policy . . . is direct evidence of discriminatory intent,” *Kasprzycki v. Mich. Dep’t of Corr.*, No. 17-cv-11220, 2019 WL 3425259, at \*10, 2019 U.S. Dist. LEXIS 126532 (E.D. Mich. July 30, 2019), provides valuable insight into the strength of the United States’ claims. In *Kasprzycki*, the plaintiff challenged the same female-only CO positions and discriminatory transfer policy at WHV that the United States challenged in this lawsuit, and which the Parties now seek to settle. In an opinion denying summary judgment, the Court determined that “WHV’s staffing policy . . . is facially discriminatory, as it requires

certain positions at WHV to be staffed by women” and observed “substantial evidence showing the connection between the BFOQ policy and the inability to transfer.” *Id.* This opinion weighs heavily in favor of the United States’ likelihood of success on the merits of its complaint which challenges the same non-housing, female-only CO positions as facially discriminatory based on sex in violation of Title VII. Given the precedent in *Kasprzycki* that the WHV female-only CO positions challenged in this case are facially discriminatory, only an affirmative defense such as a BFOQ can justify such facial discrimination. That standard of proof is high and requires satisfaction of various specific factors set out in *Everson*.

As for the transfer freeze, the United States was prepared to show, through deposition testimony from MDOC employees, the testimony of female COs who work at WHV, transfer records, and correspondence, that MDOC’s practice of barring only female COs from transferring constitutes an improper sex-based pattern or practice of disparate treatment because the “discrimination was the company’s standard operating procedure[,] the regular rather than the unusual practice,’ and the discrimination was directed at a class of victims.” *United States v. City of New York*, 717 F.3d 72, 83 (2d Cir. 2013) (citations omitted) (alteration in original); see ECF No. 6, PageID.44. Additionally, under *Teamsters*, once the United States succeeds during the liability phase of establishing a pattern or practice of discrimination, those female COs, including the Charging Parties, who

worked at WHV are entitled to a presumption that they were affected by the discrimination and need only prove the extent of their damages, subject to Defendants' rebuttal.<sup>3</sup> *See Teamsters*, 431 U.S. at 361-62; *see also Jordan v. Dellway Villa of Tenn., Ltd.*, 661 F.2d 588, 592-95 (6th Cir. 1981), *cert. denied*, 455 U.S. 1008 (1982) (discussing the propriety of using the *Teamsters* model for compensatory damages).

**b. Amount and form of relief offered in the settlement**

The strength of the United States' claims notwithstanding, the risks of continued litigation weigh in favor of approving this Agreement. If this case had gone to trial, the United States would have sought compensatory damages for emotional injuries which, if awarded, could be higher or lower than the specific monetary relief that the Agreement provides. Given this uncertainty, the Parties believe the amount of monetary damages provided by the Agreement constitutes a fair compromise, which comes after settlement discussions facilitated by three mediations with a magistrate judge and motivated by a year of fact discovery. That discovery included twenty-seven depositions, the production of thousands of pages of documents, and the disclosure of the United States' expert report on liability.

---

<sup>3</sup> Compensatory damages amounts may be subject to determination by a jury, as requested by the United States in its Amended Complaint. Thus, settlement of this case also reduces the uncertainty that a jury's determination of these damages could present.



The significant injunctive relief provided for in the Agreement is another important factor that favors approving the Agreement. Title VII gives courts broad equitable discretion to fashion injunctive remedies for discrimination violations. *See* 42 U.S.C. § 2000-5(g)(1). As such, the Supreme Court has held that, under Title VII, “federal courts are empowered to fashion such relief as the particular circumstances of a case may require.” *Franks v. Bowman Transp. Co.*, 424 U.S. 747, 764 (1976). Appropriate prospective injunctive relief may include an “order against continuation of the discriminatory practice, an order that the employer keep records of its future employment decisions and file periodic reports with the court, or any other order ‘necessary to ensure the full enjoyment of the rights’ protected by Title VII.” *See Teamsters*, 431 U.S. at 361 (footnote omitted); *see also EEOC v. Mid-American Specialties, Inc.*, 774 F. Supp. 2d 892, 896-98 (W.D. Tenn. 2011); *Howe v. City of Akron*, No. 5:06 CV 2779, 2014 WL 12526624, at \*4 (N.D. Ohio Mar. 27, 2014).

The injunctive relief required by this Agreement is highly likely to remedy the violations alleged in the complaint that gave rise to this litigation. As a prime example, the Agreement requires MDOC to develop a system for reviewing female-only job assignments before it submits them to the Michigan Civil Service Commission. Should MDOC’s proposed review process prove inadequate to address the violations of Title VII that stemmed from the amended complaint, the

United States may object to that process. This review process will allow the Parties to ensure that female-only job restrictions comply with Title VII. In terms of the United States' transfer claim, once the WHV Vacancy Rate for the relevant group of female COs reaches the agreed-upon rate between 9% and 14%, WHV will lift the transfer freeze. Further, MDOC's recruitment and retention efforts will help ensure that WHV has adequate staffing to prevent reinstatement of the transfer freeze. The Agreement's training provision will serve as a resource to MDOC's employees who have responsibility over female-only designations and will aid employees who are responsible for administering the transfer rules in a nondiscriminatory fashion.

In sum, the Parties, recognizing the risks inherent in litigation, have chosen to resolve the case instead, and the balance of the strengths of the United States' case against the inherent risks of litigation weighs in favor of approving the Agreement. As the Sixth Circuit has noted: "A court may not withhold approval simply because the benefits accrued from the decree are not what a successful plaintiff would have received in a fully litigated case. A decree is a compromise which has been reached after the risks, expense, and delay of further litigation have been assessed." *Williams*, 720 F.2d at 922. This Court should therefore find the proposed Agreement to be a fair compromise, which tailors the relief to address the employment practices challenged in the amended complaint.

## **2. Complexity, expense, and likely duration of the litigation**

A pattern or practice case such as this one is involved and complex, as the discovery orders and litigation to date have shown. In recognition of the complexity of this litigation, by order of this Court, the case was bifurcated into liability and damages phases. As a further indication of the efforts expended by the parties to manage this complex case, the liability phase of these proceedings was further separated first into the litigation of the pattern-or-practice claims and then the individual discrimination claims. Stip. & Order Regarding Bifurcation of Disc. & Trial, ECF No. 13. Additionally, the discovery order for liability allowed for extensive fact and expert discovery. Civ. Case Mgmt. & Scheduling Order, ECF No. 14.

At the time that the case settled in principle, the United States had already taken twenty-seven depositions, a number of which were part of the 30(b)(6) deposition of MDOC, submitted its initial expert report, and requested and obtained thousands of pages of documents in written discovery. Fact discovery, however, had not yet closed, and Defendants had recently served Requests for Production and Interrogatories on the United States. Additionally, Defendants had not yet taken any fact or expert depositions, but they had requested the availability of the twenty-eight Charging Parties for depositions. As such, there was a great deal of fact discovery still to be conducted as well as extensive and expensive

expert discovery, including the production of the Defendants' expert report, the United States' rebuttal expert report, and expert depositions. There was extensive motions practice anticipated, involving both expert and dispositive motions, in the pattern-or-practice liability phase alone. The pattern-or-practice liability trial would have been lengthy, with expert testimony from both sides. Regardless of the outcome of that trial, there would then have been additional proceedings because of the individual disparate treatment claims that were awaiting adjudication. If the United States prevailed, an extensive remedial relief phase, consisting of discovery and trial on each individual female CO's entitlement to and scope of relief, would have followed. Stip. & Order Regarding Bifurcation of Disc. & Trial, ECF No. 13, PageID.107-108. If the United States did not prevail on the pattern-or-practice claims, discovery and trial on the individual discrimination claims would begin and consist of fact and expert depositions and written discovery. *Id.* Simply put, the Parties were looking ahead to complex, expensive, and lengthy litigation had the case not settled.

### **3. Stage of the proceedings and the amount of discovery completed**

As discussed in the section above, at the time that a settlement was reached, a great deal of discovery had been completed, but there was still far more ahead. Indeed, when the parties agreed in principle to settle, the litigation had already been ongoing for over three years. In addition to the thousands of pages of

documents exchanged in written discovery, the United States had taken a comprehensive 30(b)(6) deposition of MDOC that involved twenty-eight topics and thirteen different 30(b)(6) deponents. There were also fourteen fact depositions taken of MDOC officials and employees, including the former Director of MDOC and three different wardens of WHV. The United States disclosed its expert report and Defendants had identified their expert. At the point that the case settled, a great deal of key facts had been disclosed, so the Parties were in a strong position to weigh the evidence and make a reasoned decision about settlement.

#### **4. Judgment of experienced trial counsel**

Both Parties are represented by experienced counsel who negotiated this Agreement after hard-fought litigation and with full knowledge of the risks of litigation. Both Parties' counsel believe that this Agreement is the best outcome for their clients. "The court should defer to the judgment of experienced counsel who has competently evaluated the strength of his proofs. Significantly, however, the deference afforded counsel should correspond to the amount of discovery completed and the character of the evidence uncovered." *Williams*, 720 F.2d at 922-23. Given the breadth and significant nature of the discovery, the initial expert report, and experience of counsel, this factor weighs heavily in favor of approving the Agreement. *See Reed*, 869 F. Supp. at 1281.

## 5. Nature of the negotiations

The United States and Defendants negotiated the settlement at arms' length over many months, including three mediation sessions before a federal magistrate judge. The Parties' good faith is supported by the facts that counsel for both sides are public servants acting in the public interest, and certainly "further evidenced by [a] 'manifested willingness ... to thoroughly consider all oral and written comments made with regard to the proposed decree'" by interested parties at the Fairness Hearing on the Terms of the Settlement Agreement. *United States v. Lexington-Fayette Urban Cty. Gov't*, 591 F.3d 484, 489 (6th Cir. 2010) (quoting *United States v. Akzo Coatings of Am.*, 949 F.2d 1409, 1435 (6th Cir. 1991)).

## 6. Objections raised by class members

At this point, no one has had the opportunity to object, but the Agreement provides a process that will allow Charging Parties and Claimants to object, both to the Agreement itself and then to their proposed individual awards, after they are notified of them.<sup>4</sup> Exhibit A – Settlement Agreement ¶¶ 55, 65. Thus, the women on whose behalf the United States pursued its case will have a chance to weigh in

---

<sup>4</sup> Several Charging Parties moved to intervene in the case in December 2018. *See* Proposed Intervening Pls.' Mot. to Intervene, ECF No. 68. In denying intervention, the Court noted that the settlement agreement in principle "contains an individual damage component and provides a structure for any individual to object to the proposed individual relief awards at a Fairness Hearing." Op. & Order Denying Proposed Intervening Pls.' Mot to Intervene, ECF No. 87, PageID.2184.

on the Agreement and their awards, and two fairness hearings will be held to fully consider those objections.

Also, as one court noted: “A court should not withhold approval merely because some class members object to the agreement. In considering the extent of opposition, the Court also must view the agreement in its entirety, rather than isolating individual components of the agreement for analysis.” *Reed*, 869 F. Supp. at 1281-82 (citations omitted). Viewed in its entirety, this Agreement works to ensure that female COs at WHV are treated fairly and in compliance with Title VII, and compensates them for harm that they have experienced as a result of the discriminatory transfer freeze.

## **7. Public interest**

The proposed Agreement is consistent with the public interest. “In evaluating the public interest, the district court must consider whether the decree is ‘consistent with the public objectives sought to be attained by Congress.’” *Lexington-Fayette Urban Cty. Gov’t*, 591 F.3d at 490 (quoting *Williams*, 720 F.2d at 923). Courts have long recognized the importance of enforcing Title VII and equality of opportunity in employment. Since Title VII prohibits sex discrimination except when sex is a required BFOQ for an employment position, courts must scrutinize facially discriminatory policies closely, and defendants must amply justify any sex-specific job assignment. *Cf. Everson*, 391 F.3d at 748-49.

Through the injunctive relief provisions in this Agreement, the Parties demonstrate their shared interest in examining MDOC's needs for sex-specific job assignments at WHV and assuring that male and female COs have equal opportunities unless a strong factual basis establishes that sex-specific job assignments are appropriate, as agreed by the Parties or as ordered by the Court upon its review. Additionally, the priority transfer relief and the lift of the transfer freeze, once WHV reaches the agreed-upon Vacancy Rate between 9% and 14% for the relevant female COs, will ameliorate the situation in which female COs have been unable to transfer out of WHV. The recruitment and retention provisions aim to increase the number of female COs at WHV so that there is no need for a future transfer freeze.

In addition, one of the central purposes of Title VII is to make whole the persons harmed by unlawful employment practices. *See Albemarle Paper Co. v. Moody*, 422 U.S. 405, 418 (1975) (noting that Title VII provides courts "with full equitable powers" to "secur[e] complete justice" (citation omitted)). Here, the Agreement allocates monetary relief according to the amount of time that each CO worked at WHV, was eligible to transfer, and was harmed by the inability to transfer. Additionally, the Agreement provides for fifteen priority transfers to allow a select group of Claimants to transfer out of WHV. The individual remedial relief provided is appropriate in light of courts' broad power to grant relief to individuals harmed by employment practices that violate Title VII. *Id.*



Also, the Settlement Agreement provides for two public hearings to ensure the fairness of the Agreement, protect third parties' rights, and safeguard the Agreement from collateral attack. The first fairness hearing, held prior to approval of the Agreement, gives affected third parties the opportunity to voice any objections to the terms of the Agreement and allows this Court the opportunity to satisfy itself that the terms of the Settlement Agreement are lawful, fair, reasonable, adequate, and otherwise consistent with the public interest. Exhibit A – Settlement Agreement ¶ 52. This comports with the provisions of Title VII that protect a Title VII settlement agreement or consent decree from collateral attack, while addressing due process concerns of third parties. *See* 42 U.S.C. § 2000e-2(n)(1); *Aiken v. City of Memphis*, 37 F.3d 1155, 1175-76 (6th Cir. 1994). The second fairness hearing, held prior to the implementation of the relief, gives this Court the chance to ensure that the awards of individual remedial relief are fair and equitable given the total amount of relief available under the Settlement Agreement. Exhibit A – Settlement Agreement ¶ 67. For these reasons, the Agreement is consistent with the public interest.

## **V. CONCLUSION**

For the reasons set forth above, the Parties respectfully request that the Court enter the accompanying Agreement.

Date: February 18, 2021

Respectfully submitted,  
PAMELA S. KARLAN  
Principal Deputy Assistant Attorney  
General  
Civil Rights Division

DELORA L. KENNEBREW  
Chief, Employment Litigation Section  
Civil Rights Division  
U.S. Department of Justice

CLARE GELLER (NY Reg. No.  
4087037)

/s/ Taryn Wilgus Null

TARYN WILGUS NULL (DC Bar  
No. 985724)

NADIA E. SAID (DC Bar No.  
1016598)

JENNIFER M. SWEDISH (DC Bar  
No. 977746)

Senior Trial Attorneys  
Employment Litigation Section  
Civil Rights Division

U.S. Department of Justice  
601 D Street, N.W., PHB 4520  
Washington, D.C. 20579

Tel: 202-616-3874

Fax: 202-514-1105

Email: [taryn.null@usdoj.gov](mailto:taryn.null@usdoj.gov)

SAIMA S. MOHSIN  
Acting United States Attorney  
Eastern District of Michigan

/s/ with consent of Susan K. DeClercq

SUSAN K. DeCLERCQ (P60545)

Assistant United States

211 W. Fort Street, Suite 2001

Detroit, Michigan 48226

Tel: 313-226-9149

Email: [Susan.DeClercq@usdoj.gov](mailto:Susan.DeClercq@usdoj.gov)

*Counsel for Plaintiff*

/s/ with consent of Jeanmarie Miller

JEANMARIE MILLER (P44446)

SCOTT A. MERTENS (P60069)

BRYAN W. BEACH (P69681)

Assistant Attorneys General

Attorneys for Defendants, State of  
Michigan and Michigan

Department of Corrections

Michigan Department of Attorney  
General

Civil Litigation, Employment &  
Elections

525 W. Ottawa Street, 5<sup>th</sup> Floor

P.O. Box 30217

Lansing, Michigan 48909

Tel: 517-335-7659

Fax: 517-335-7640

Email: [MillerJ51@michigan.gov](mailto:MillerJ51@michigan.gov)

*Counsel for Defendants*

**CERTIFICATE OF SERVICE**

I hereby certify that on February 18, 2021, I electronically filed the above document(s) with the Clerk of the Court using the ECF system, which will provide electronic copies to counsel of record.

/s/ Taryn Wilgus Null

TARYN WILGUS NULL (D.C. Bar No. 985724)

Senior Trial Attorney

Attorney for Plaintiff United States of America

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

V.

STATE OF MICHIGAN AND  
MICHIGAN DEPARTMENT  
OF CORRECTIONS,

Defendants.

CIVIL NO. 2:16-cv-12146  
Hon. Paul D. Borman

**[PROPOSED] SETTLEMENT AGREEMENT**

## **TABLE OF CONTENTS**

I. INTRODUCTION AND BACKGROUND .....	5
II. PARTIES AND DEFINITIONS .....	6
III. PURPOSES OF THE AGREEMENT .....	9
IV. MONETARY SETTLEMENT AMOUNT .....	10
V. PROHIBITIONS.....	11
A. Prohibition Against Female-Only Job Assignments .....	11
B. Prohibition Against Discriminatory Transfer Freeze .....	11
C. Prohibition Against Retaliation .....	11
VI. GENERAL NON-MONETARY REMEDIES.....	12
A. Single-Sex Assignment Review System .....	12
B. Transfers and Lift of the Transfer Freeze.....	14
C. Recruitment and Retention .....	14
VII. INDIVIDUAL RELIEF .....	22
A. Two Forms of Individual Relief.....	22
B. Eligibility for Individual Relief.....	22
C. Priority Transfer Relief.....	223
VIII. COURT APPROVAL .....	235
A. Notice of Agreement and Fairness Hearing on the Terms of the Settlement Agreement.....	25
(1) Court Approval.....	25
(2) Objections .....	25
(3) Entry .....	28
B. Notice of Entry of Settlement Agreement to Potential Claimants .....	28
C. Fairness Hearing on Individual Awards .....	28
IX. CLAIMS PROCESS FOR INDIVIDUAL RELIEF .....	33
X. EXECUTION OF INDIVIDUAL RELIEF.....	33

A. Notice of Individual Relief Awards and Acceptance of Individual Relief Award and Release of Claims.....	33
B. Acceptance of Individual Relief.....	33
C. Issuance of Monetary Payments by Defendants .....	35
D. Priority Transfer .....	38
(1) Priority Transfer Selection Process.....	38
(2) Offer of Priority Transfer .....	40
XI. DISPUTE RESOLUTION.....	41
XII. RECORD KEEPING, COMPLIANCE, AND MONITORING .....	42
XIII. TRAINING .....	43
XIV. DURATION OF THE AGREEMENT .....	44
XV. COSTS AND FEES .....	44
XVI. RETENTION OF JURISDICTION.....	44
XVII. ADDITIONAL PROVISIONS.....	45

**ATTACHMENTS**

<b>ATTACHMENT A</b>	Notice of Settlement and Fairness Hearing, Instructions for Filing an Objection Prior to the Fairness Hearing, and a blank Objection to Entry of the Settlement Agreement Form
<b>ATTACHMENT B</b>	Cover Letter to Charging Parties
<b>ATTACHMENT C</b>	Interest-in-Relief Form Notice, Instructions for Completing the Interest-in-Relief Form, and a blank Interest-in-Relief Form
<b>ATTACHMENT D</b>	Notice of Service Award
<b>ATTACHMENT E</b>	Notice of Entry of Settlement Agreement
<b>ATTACHMENT F</b>	Cover Letter regarding Individual Award Determinations and Providing Notice of Fairness Hearing on Individual Awards, Instructions for Filing an Objection to Individual Awards, and Objection Form
<b>ATTACHMENT G</b>	Notice of Individual Award
<b>ATTACHMENT H</b>	Acceptance of Individual Award and Release of Claims Form

## **I. INTRODUCTION AND BACKGROUND**

This action was brought by the United States against Defendants State of Michigan (the “State”) and Michigan Department of Corrections (“MDOC”) to enforce the provisions of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, *et seq.* (“Title VII”). This Court has jurisdiction over this action under 42 U.S.C. §§ 2000e-5(f) and 2000e-6(b), as well as 28 U.S.C. §§ 1331, 1343(a), and 1345.

In its amended complaint, the United States challenged two employment practices as violations of Sections 703(a), 706, and 707 of Title VII, 42 U.S.C. §§ 2000e-2(a), 2000e-5, 2000e-6: (1) the designation of four Non-Housing Correctional Officer (“CO”) assignments (Food Service, Yard, Property Room, and Electronic Monitor) at Defendants’ Women’s Huron Valley Correctional Facility (“WHV”) as “female-only” positions, and (2) transfer practices that prevented female COs from transferring from WHV on terms that were applicable to male COs.

The Parties desire that this action be settled by this Settlement Agreement (“Agreement”) without the burden of protracted litigation. The Parties agree to the jurisdiction of this Court over the Parties, and to Entry of this Agreement as final and binding between themselves as to all claims asserted in the amended complaint.



Subject to the Court's approval of this Agreement, the Parties waive findings of fact and conclusions of law on the merits of this case. For purposes of this Agreement only, and without any admission of liability by the Defendants, the Parties set forth the following background information.

In 2009, MDOC designated certain Non-Housing Unit CO assignments at WHV as female-only. The female-only designations for the Food Service, Yard, and Property Room assignments were lifted in 2016. Since at least 2009 to the present, MDOC has imposed a transfer freeze from WHV to other Michigan correctional facilities. The United States alleges that the freeze applied only to women COs because some exceptions were made for males who wanted to transfer.

The Parties agree that the terms of this Agreement are lawful, fair, adequate, reasonable, and consistent with the public interest. The remedies in this Agreement are the result of compromise by the Parties. All of the individuals who are entitled to receive relief have claimed harm by the challenged practices.

The terms of the Agreement are as follows:

## **II. PARTIES AND DEFINITIONS**

1. "Claimant" means an individual who meets the requirements of Paragraph 44.
2. "CO" means Correctional Officer.

3. “Days” means calendar days.

4. “Defendants” means the State of Michigan and the Michigan Department of Corrections.

5. “EEOC Charging Parties” refers to the twenty-eight (28) current and former WHV COs who filed charges with the United States Equal Employment Opportunity Commission alleging that MDOC discriminated against them based on sex because of its overly broad use of female-only work assignments and its transfer freeze at WHV. They are Aleika Buckner, Latonya Dalton, Jennifer Edwards, Sharon Ernest, (Estate of) Shiryl Gentry, Kellee Hill, Monique Joyce, Megan Littrup-Dean, Sierra Long, Orlinda Mallett-Godwin, Kathleen Mathis, Michelle Mattox, Amy Morton, Jennifer Nielson, Brandi Odom, Joyce Paige, Vernithia Parker, Patricia Rhodes-Reeves, Margaret Sharpe, Tia Shidler, (Estate of) Lorrie Stanton, Crystal Socier, Dana Starks, Jeannine Street-Ostrewich, Kenesha Thomas, Roxanne Weatherly, (Estate of) Terri Williams, and Rita Wise.

6. “Entry of this Agreement” means the date the Court enters this Agreement as final.

7. “Individual Relief” means:

- a. A monetary payment to a Claimant who returns an *Interest-in-Relief Form*; or
- b. A Priority Transfer remedy to a Claimant who returns an *Interest-in-*

*Relief Form.*

8. “MDOC” means the Defendant Michigan Department of Corrections.
9. “Non-Housing Unit CO assignment” means a CO assignment that does not require oversight, patrol, or interaction with inmates in designated housing or medical-related units within WHV.
10. “Parties” means the Plaintiff United States of America, by the Department of Justice (“United States”), and the Defendants, the State of Michigan and MDOC.
11. “Potential Claimant” means a female CO who has worked at WHV at any time between 2009 and the Entry of this Agreement.
12. “Priority Transfer” means a remedy to a Claimant that gives the Claimant a priority in consideration for transferring from WHV to another MDOC facility.
13. “Records” means 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, and data, including source data and electronically stored data.
14. “Review Process” means the process to be used to assess whether a

prohibition on men being assigned to a CO job at WHV comports with Title VII.

15. “Staffing Analysis” means an exercise conducted by a correctional agency or facility to determine the number of security staff required in one or more positions to operate safely and efficiently.

16. “Staffing Plan” refers to a prison facility’s documented plan that provides details on the staffing of all required positions in the facility, including, but not limited to, information on any assignment that is restricted to females.

17. “Title VII” means Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, *et seq.*

18. “Vacancy Rate” means the ratio consisting of the total number of female COs working at WHV in either the E-9 classification or the E-8 classification with at least four months of continuous service hours, divided by the product of the number of bona fide occupational qualification (“BFOQ”) positions described on the WHV Custodial Staffing Sheet and the MDOC shift relief factor.

19. “WHV” means the Women’s Huron Valley Correctional Facility.

### **III. PURPOSES OF THE AGREEMENT**

20. The purposes of this Agreement are to:

- a. Provide general non-monetary remedies that ensure that Defendants do not violate Title VII by (i) assigning only women to the Yard, Food Service, Property Room, and Electronic Monitor CO duties unless

female sex is a BFOQ reasonably necessary to the normal operation of the WHV, or (ii) prohibiting female COs from transferring out of WHV in a discriminatory manner; and

b. Provide remedies to individual victims of the alleged discrimination.

#### **IV. MONETARY SETTLEMENT AMOUNT**

21. Defendants shall pay \$750,000.00 in monetary relief, allocated as set forth in Paragraph 72, to compensate Claimants for alleged emotional injury caused by Defendants' alleged refusal to transfer female COs from WHV to other prisons on the same transfer terms that were applied to male COs as well as to pay monetary awards to EEOC Charging Parties for particular service in the litigation of this case as set forth in Paragraph 22.

22. EEOC Charging Parties Margaret Sharpe and Rita Wise will each be awarded \$10,000, and all other EEOC Charging Parties will each be awarded \$5,000 upon execution of a release of claims form, as part of the claims process set forth in Paragraphs 68-84. These payments will be made in addition to the monetary relief to which they are otherwise entitled, and will be paid out of the \$750,000 referenced in Paragraph 21.

## **V. PROHIBITIONS**

### **A. Prohibition Against Female-Only Job Assignments**

23. Defendants shall not:

- a. Designate a Yard, Property Room, or Food Service CO assignment as female-only except as specified in Paragraph 27; or
- b. Maintain the Electronic Monitor CO assignment as a female-only assignment unless being female is determined to be a BFOQ for the Electronic Monitor CO position, pursuant to the Review Process required by Paragraphs 27-32.

### **B. Prohibition Against Discriminatory Transfer Freeze**

24. Defendants shall not subject any individual or group to administration of a transfer policy or practice, including a transfer freeze, that is applicable to only one sex and does not comply with Title VII.

### **C. Prohibition Against Retaliation**

25. Defendants shall not, to the extent proscribed by Title VII, retaliate against any individual because he or she participated in or cooperated with the Plaintiff's investigation of Defendants, participated in the litigation of this case, complained about or opposed the challenged employment practices, or received or sought relief or otherwise benefitted under this Agreement.

## **VI. GENERAL NON-MONETARY REMEDIES**

26. As specified in Paragraphs 27-42 below, Defendants shall:

- a. develop a system for reviewing female-only job assignments for Non-Housing Unit CO assignments at WHV before they are submitted to the Michigan Civil Service Commission, to ensure that the female-only job restriction complies with Title VII (“Review Process”); and
- b. undertake recruitment and retention efforts to attempt to avoid restricting transfers by female COs on the basis that WHV has inadequate staff to backfill the positions of female COs who transfer.

### **A. Single-Sex Assignment Review System**

27. Defendants shall evaluate each Non-Housing Unit female-only CO assignment to ensure that female sex is a BFOQ reasonably necessary to the normal operation of WHV. Defendants shall conduct this evaluation using the Review Process specified in Paragraph 32. Once the Review Process is in place, no Non-Housing Unit CO assignment at WHV may be made only to women unless (1) the job has been evaluated in the Review Process, and (2) being female in the assignment is a BFOQ reasonably necessary to the normal operation of WHV.

28. The evaluation of the female-only job assignment pursuant to Paragraph 27 will include a Staffing Analysis related to the relevant job assignment, and may include a Staffing Plan if a Staffing Plan is necessary for the

evaluation of positions at issue in this case.

29. The Parties shall meet to discuss plans for the Review Process within forty-five (45) days after Entry of this Agreement.

30. Within thirty (30) days after the Parties meet, Defendants shall propose a Review Process to the United States that will accurately assess whether female sex is a BFOQ reasonably necessary to the normal operation of WHV. The United States will have thirty (30) days to comment or object on the ground that the Review Process is not adequate to evaluate whether female sex is a BFOQ reasonably necessary to the normal operation of WHV. Defendants' proposal shall include:

- a. a description of how the Review Process will determine whether female sex is a BFOQ for a CO job;
- b. the factors the Review Process will consider such as:
  - i. whether male COs can perform duties safely and efficiently;
  - ii. whether the use of a female-only designation is necessary for the security of the prison and/or the safety or privacy of female inmates; and
  - iii. whether reasonable alternatives to a female-only designation exist;
- c. who will conduct the review; and



d. who will make the relevant decisions around BFOQ positions.

31. If the United States objects to the proposed Review Process, the Parties shall confer to resolve their disagreement and reach an agreed-upon Review Process. If they cannot agree, the United States may invoke the dispute resolution procedure as provided in Paragraph 92 if it believes the Review Process as proposed will violate this Agreement.

32. Should the Parties agree on the Review Process, or should the Court order changes to Defendants' proposed Review Process pursuant to the dispute resolution procedure in this Settlement Agreement, the Defendants shall implement the Review Process at WHV within thirty (30) days thereafter.

**B. Transfers and Lift of the Transfer Freeze**

33. Defendants will not restrict the transfer of female COs from WHV to a greater extent than it restricts the transfer of male COs from WHV because of inmate safety or security concerns unless the restriction comports with Title VII, and the Defendants have first conducted a Staffing Analysis to determine the level of staffing required at WHV to maintain a safe and secure environment.

34. Within ten (10) days of the Entry of this Agreement, MDOC shall clarify to WHV employees via a memo or email that the transfer freeze at WHV applies equally to male and female COs to the extent that it is in place.

35. Within fourteen (14) days of WHV reaching an agreed-upon Vacancy

Rate at WHV, to be determined by the Parties as described further in Paragraphs 36-39 below, for two consecutive months, MDOC shall lift the transfer freeze at WHV and permit female COs to transfer from WHV in accordance with provisions applicable at other MDOC facilities. Defendants may re-instate a non-discriminatory transfer freeze at WHV upon the occurrence of the Vacancy Rate rising above the agreed-upon threshold for two consecutive months. Factors used to implement a transfer freeze at WHV shall generally be the same factors used at other MDOC facilities. The Priority Transfers, as described further in Paragraphs 46-49, will go forward independent of the process set forth in Paragraphs 36-39 below.

36. Within sixty (60) days of the Entry of this Agreement, MDOC shall submit to the United States a written proposal describing:
- a. What it will do to capture and record the Vacancy Rate on a monthly basis;
  - b. What Vacancy Rate at WHV between 9% and 14% is sufficient to allow the transfer freeze to be lifted; and
  - c. All data and information that supports that the Vacancy Rate proposed in Paragraph 36(b) is the appropriate staffing level at which to lift the transfer freeze, including, but not limited to, the number of E-8 female COs with at least four months of continuous services hours plus E-9

female COs for each of the last twelve months, the Vacancy Rate of WHV and the vacancy rate of all other MDOC facilities for each of the last twelve months, and information on recent academies and CO hiring.

37. Within thirty (30) days of receiving the proposal described in Paragraph 36, the United States shall provide comments to MDOC, including, but not limited to, whether it objects and any recommendations for modifications to MDOC's proposal, with the understanding that the final Vacancy Rate shall be between 9% and 14%.

38. If the United States objects to Defendants' proposal, the Parties shall endeavor to resolve their disagreement and reach an agreement. If they cannot, they shall use the dispute resolution provision as detailed in Paragraph 92.

39. Within seven (7) days of lifting the transfer freeze at WHV, MDOC shall notify the United States that it has lifted the transfer freeze. For the duration of the Agreement, if the Vacancy Rate permitting MDOC to reinstate the transfer freeze at WHV occurs for two consecutive months and MDOC opts to reinstate the transfer freeze, MDOC shall notify the United States within seven (7) days of reinstating the transfer freeze.

### **C. Recruitment and Retention**

40. Within forty-five (45) days of the Entry of this Agreement, MDOC

shall implement a written recruitment and retention plan focused on female COs that shall include:

a. Recruitment Plan

- i. At all recruitment fairs held in the counties of Jackson, Monroe, Washtenaw, and Wayne, MDOC will have either a WHV representative who is specifically targeting female recruits (“WHV recruiter”), or a trained MDOC staff member who understands the need for female recruitment at WHV (“MDOC recruitment section employee”) and can answer questions from interested applicants.
- ii. MDOC will hold two (2) open houses annually at its WHV facility and will allow prospective female applicants the ability to tour the facility after COVID restrictions on visitation inside the facility are lifted. At each open house, at least one WHV recruiter or MDOC recruitment section employee will be present to explain the job of a CO and to explain the training and physical tests that are a part of the hiring process.
- iii. MDOC will run a radio ad with at least forty (40) radio plays in the greater Washtenaw County area targeting prospective female applicants during the two (2) weeks prior to each WHV

open house. MDOC will evaluate the outcome of the advertising every six (6) months and, if necessary, make adjustments.

- iv. MDOC will run a digital ad campaign featuring female COs that will also target a female audience on social media starting approximately eight (8) weeks before each scheduled academy with the goal of at least 40,000 impressions. MDOC will evaluate the outcome of the advertising every six (6) months and, if necessary, make adjustments.
- v. During its CO academies, female recruits that will be assigned to WHV will be grouped together for training when practicable.

b. Retention Plan

- i. As an initial step, within ninety (90) days of the Entry of this Agreement, MDOC will survey all WHV COs through the State of Michigan employee satisfaction survey to gauge work conditions and employee concerns. MDOC will work with the United States and its correctional experts to design questions to add to the survey just for WHV COs and to analyze the survey results.
- ii. Within thirty (30) days after receiving the survey results,

MDOC will evaluate the survey results with the goal of generating actionable recommendations.

iii. Within ninety (90) days after receiving the survey results, and after consulting with the United States, MDOC will create an action plan to address the concerns and issues detailed in the survey and send that draft to the United States. In doing so, MDOC will ensure the draft action plan:

1. Includes and uses the analyzed data from the survey, to include the top five areas of focus from staff responses to particular key content area questions;
2. Includes overall culture, leadership, and work environment response analysis, both positive and negative;
3. Creates action steps for the MDOC that are reasonably and directly related to the survey responses collected;
4. Ensures action steps are specific and tangible;
5. Is practicable, doable and detailed, to include staffs and departments responsible, dates and timeframes of required completion of initiatives, and follow up and supervisory oversight;

6. Attaches all data collected via graphs, charts and percentages;
  7. Requires regular meetings and participants to discuss progress and completion; and
  8. Includes a tracking and quality assurance plan to ensure completion and/or maintenance of the plan.
- iv. In creating the action plan, MDOC will consider:
1. Instituting a mentoring program for WHV COs;
  2. Instituting a leadership training program for WHV employees that includes specific training for supervisory development stressing the mission of the facility in working with women;
  3. Exploring additional ways to recognize WHV COs for outstanding service through MDOC's website, monthly newsletter, and employee awards; and
  4. Establishing an executive wellness committee, in order to track improvements in staff wellness relative to a baseline, and design wellness programming based on assessment results.
- v. Within one (1) month of receiving the MDOC draft action plan,

the United States will review and respond with concerns or proposed edits. Within one (1) month of receipt, MDOC will finalize its action plan in consultation with the United States during this process. Within sixty (60) days of finalization, MDOC will implement its action plan.

- vi. Within eighteen (18) months after the approval of the action plan, MDOC will conduct the survey again, and analyze those results against prior results, to include a written report that outlines any significant facility changes since the survey (such as changes in inmate population, staff numbers, number of staff survey participants, changes in mission) and the changes in the results of staff responses to culture, leadership, work conditions and organizational and operational issues from eighteen (18) months prior to present.
- vii. MDOC will continue to make efforts to improve retention of employees with less than two (2) years of experience with MDOC, by:
  - 1. Continuing to allow more flexibility in the scheduling of annual leave, with the use of prime and non-prime weeks;



2. Continuing the changes in overtime procedure to avoid disproportionately burdening newer employees with mandatory overtime; and
3. Exploring ways to increase retention, with a special emphasis on addressing indicators discovered in the survey and the historical data of turnover in the last three (3) years.

41. MDOC shall designate one or more employees to lead, coordinate, and participate in recruitment activities for WHV as part of the employee's regular duties.

42. MDOC shall designate one or more employees to lead, coordinate, and participate in retention activities for WHV as part of the employee's regular duties.

## **VII. INDIVIDUAL RELIEF**

### **A. Two Forms of Individual Relief**

43. Defendants shall provide Individual Relief to eligible Claimants in the form of monetary relief and Priority Transfers.

### **B. Eligibility for Individual Relief**

44. An individual will be deemed a Claimant and will be entitled to a monetary payment if she satisfies the following factors, and submits an *Interest-in-*

*Relief Form* pursuant to Paragraph 68:

- a. Is female;
  - b. But for a transfer freeze at WHV, would have been eligible to transfer from a CO position at WHV to a CO position at another MDOC facility at any time between 2009 and the Entry of this Agreement;
  - c. Experienced one of the following:
    - i. Submitted transfer requests to transfer from WHV at any time between 2009 and the Entry of this Agreement, but was not permitted to transfer because of the transfer freeze; or
    - ii. Would have submitted transfer requests to transfer from WHV at any time between 2009 and the Entry of this Agreement, but for the transfer freeze; and
  - d. Was harmed by the inability to transfer from WHV because of the transfer freeze.
45. To be eligible for a Priority Transfer, a Claimant must satisfy the criteria in Paragraph 44, and also be currently assigned to WHV as a CO.

**C. Priority Transfer Relief**

46. Over the term of this Agreement, Defendants shall make fifteen (15) Priority Transfers of Claimants who still work as COs at WHV. Defendants must make at least three (3) Priority Transfers per application period for Seniority-Based

Transfers until there are fewer than three (3) Priority Transfers remaining.

47. If, during a given application period for Seniority-Based Transfer, Defendants offer Priority Transfers to all Claimants who applied and fewer than three (3) Claimants timely accept the Priority Transfers offered, then the number of Priority Transfers that Defendants must make under Paragraph 46 will be decreased by three (3). If at least three (3) Claimants apply for Priority Transfer but Defendants do not offer Priority Transfers to all Claimants who applied, the number of Priority Transfers that Defendants must make under Paragraph 46 will be decreased by the number of Priority Transfers actually made.

48. Nothing in this Agreement shall limit or preclude any Claimant who is eligible for Priority Transfer as set forth in Paragraph 45 from transferring from WHV under any of MDOC's regular transfer processes, either prior to final Entry of the Agreement or outside of the process set forth below. However, such a transfer shall not be counted toward the Priority Transfer obligations under this Agreement.

49. Defendants may not refuse to select for transfer a Claimant under one of its regular transfer processes because the Claimant is eligible for Priority Transfer.

## **VIII. COURT APPROVAL**

### **A. Notice of Agreement and Fairness Hearing on the Terms of the Settlement Agreement**

#### **(1) Court Approval**

50. Upon execution of this Agreement by the Parties, the Parties shall jointly move for provisional entry of the Agreement by the Court and request a Fairness Hearing on the Terms of the Settlement Agreement.

51. In order to provide the requisite notice described in Paragraph 53, the Parties request that the Court provide the Parties with at least one hundred (100) days' notice of the date and time set for the Fairness Hearing on the Terms of the Settlement Agreement.

52. The purpose of the Fairness Hearing on the Terms of the Settlement Agreement and the related notification provisions described in this subsection is to provide persons who may be affected by the terms of the Agreement with notice and an opportunity to object prior to final Entry of this Agreement.

53. Notice of the Fairness Hearing on the Terms of the Settlement Agreement will be widely disseminated as agreed to by the Parties by, among other actions, publishing notice and by personally providing a copy of the *Notice of Settlement and Fairness Hearing, Instructions for Filing an Objection Prior to the Fairness Hearing*, and a blank *Objection to Entry of the Settlement Agreement Form*, (collectively, "Notice Documents"), in a format materially the same as set

forth in Attachment A, to the following:

- a. Each Charging Party, via email to the last-known email address and via first-class U.S. mail to the last-known mailing address, along with the *Cover Letter to Charging Parties* in a format materially the same as set forth in Attachment B; *Interest-in-Relief Form Notice*, *Instructions for Completing the Interest-in-Relief Form*, a blank *Interest-in-Relief Form*, and a return address envelope in a format materially the same as set forth in Attachment C; and *Notice of Service Award* in a format materially the same as set forth in Attachment D;
- b. Each Potential Claimant who is not a Charging Party, via email to the last-known email address and via first-class U.S. mail to the last-known mailing address, along with *Interest-in-Relief Form Notice*, *Instructions for Completing the Interest-in-Relief Form*, a blank *Interest-in-Relief Form*, and a return address envelope in a format materially the same as set forth in Attachment C;
- c. Each CO currently employed at MDOC, via email to his or her work email address and physical posting in every MDOC facility; and
- d. The Michigan Corrections Organization, Service Employees Internal Union, Local 526M AFL-CIO, via U.S. mail to its attorney.

54. Defendants shall keep Records of all Notice Documents sent to Potential Claimants that are returned as undeliverable, either by email or by U.S. mail. If any Potential Claimant's Notice Documents are returned to Defendants as undeliverable, Defendants shall promptly notify the United States. The Parties shall attempt to identify updated email addresses and/or mailing addresses as soon as practicable. If one of the Parties identifies an alternative e-mail or mailing address, Defendants shall re-send the Notice Documents within two (2) business days to the Potential Claimant.

## **(2) Objections**

55. Persons who wish to object to the Settlement Agreement may file objections, in accordance with the requirements set forth in the *Instructions for Filing an Objection Prior to the Fairness Hearing and Objection to Entry of the Settlement Agreement Form* in the Notice Documents. Any person who fails to submit an objection by the deadline shall be deemed to have waived any right to object to the Settlement Agreement, except for good cause as determined by the United States.

56. No later than ten (10) days prior to the Fairness Hearing on the Terms of the Settlement Agreement:

- a. The United States shall file with the Court copies of all objections received by the United States, redacting the addresses, phone

numbers, and email addresses of objectors; and

- b. The Parties shall file their responses, if any, to objections timely submitted to the United States in accordance with the deadline set forth in the *Instructions for Filing an Objection Prior to the Fairness Hearing and Objection to Entry of the Settlement Agreement Form*.

### **(3) Entry**

57. If the Court determines that the terms of the Agreement are lawful, fair, adequate, reasonable, and consistent with the public interest, the Court shall enter the Agreement at or after the Fairness Hearing on the Terms of the Settlement Agreement.

#### **B. Notice of Entry of Settlement Agreement to Claimants and Charging Parties**

58. Notice of Entry of this Agreement will be disseminated as agreed to by the Parties by, among other actions, providing a copy of the *Notice of Entry of Settlement Agreement* in a format materially the same as set forth in Attachment E, to each Claimant and to each Charging Party.

#### **C. Fairness Hearing on Individual Awards**

59. Within forty-five (45) days after Entry of this Agreement and following the claims process for Individual Relief described in Section VII(A)(3) and (B), the United States shall identify to Defendants, based on the *Interest-in-Relief Forms* received, all Charging Parties and Claimants it finds entitled to

receive monetary relief, as well as the amount of monetary relief that the United States has determined should be awarded to all Claimants it finds eligible for consideration for Priority Transfer and all Claimants it finds ineligible for Individual Relief, including the reason for the United States' determination that a Claimant who sought monetary relief and/or Priority Transfer consideration is not eligible for such relief.

60. Within sixty (60) days after Entry of this Agreement, Defendants shall notify the United States in writing if they object to any of the United States' determinations detailed in Paragraph 59. The Parties shall attempt to resolve informally any objections submitted by Defendants to the United States' determinations. If the Parties are unable to resolve Defendants' objections, they shall address them with the Court in their filings in advance of the Fairness Hearing on Individual Awards pursuant to Paragraph 66(b).

61. Within ninety (90) days after Entry of this Agreement, the United States shall file with the Court and serve upon Defendants the following Proposed Individual Awards Lists:

- a. A Proposed Monetary Awards List stating the amount of money that the United States has determined should be awarded to each Charging Party and/or Claimant found to be entitled to receive it; and
- b. A Proposed Priority Transfer Claimant List identifying all Claimants



who the United States has determined are eligible for consideration for Priority Transfer.

62. The Proposed Individual Awards Lists shall identify each Charging Party and/or Claimant only by Claimant ID number.

63. Upon filing the Proposed Individual Awards Lists, the United States shall simultaneously move the Court to hold a Fairness Hearing on Individual Awards to allow the Court to determine whether the Proposed Monetary Awards List and the Proposed Priority Transfer Claimant List should be approved or amended. In order to provide the requisite notice described in Paragraph 64, the Court shall provide the Parties with at least ninety (90) days' notice of the date and time set for the Fairness Hearing on Individual Awards.

64. Notice of the Fairness Hearing on Individual Awards will be disseminated as agreed to by the Parties by, among other actions, providing a copy of the *Cover Letter regarding Individual Award Determinations and Providing Notice of Fairness Hearing on Individual Awards* (“*Cover Letter on Individual Award*”), *Instructions for Filing an Objection to Individual Awards*, and *Objection Form*, in a format materially the same as set forth in Attachment F, to each Claimant who filed an *Interest-in-Relief Form* and each Charging Party.

65. A Claimant or Charging Party who wishes to object to the United States' individual award determination for herself as set out in the *Cover Letter on*

*Individual Award* must file a written objection in accordance with the requirements set forth in Attachment F. Any Claimant or Charging Party who fails to submit an objection by the deadline shall be deemed to have waived any right to object to her proposed Individual Relief, except for good cause as determined by the United States.

66. No later than ten (10) days prior to the Fairness Hearing on Individual Awards:

- a. The United States shall file with the Court copies of all objections received by the United States, redacting all identifying information of objectors, other than Claimant ID number; and
- b. The Parties shall file their responses, if any, to all objections timely submitted to the United States in accordance with the deadline. In the Parties' filings, the Parties may also address any of Defendants' unresolved objections made pursuant to Paragraph 60.

67. At or following the Fairness Hearing on Individual Awards, the Court shall determine which, if any, objections to the Proposed Individual Awards Lists are well-founded, meaning that the monetary relief does not correctly comply with the method for determining monetary relief awards set out in Paragraphs 44 and 72 or the proposed Priority Transfer relief does not comply with the standards set out in Paragraph 45. The Court shall then approve the lists as final (collectively, the

“Interim Individual Awards Lists”) or, if the Court finds that any objection(s) are well-founded, shall request that the Parties make any necessary adjustments to the lists consistent with such findings.

## **IX. CLAIMS PROCESS FOR INDIVIDUAL RELIEF**

68. Any Potential Claimant who wishes to be considered for an award of Individual Relief under this Agreement must return a completed *Interest-in-Relief Form* in accordance with the requirements set forth in the *Instructions for Completing the Interest-in-Relief Form* and *Interest-in-Relief Form*. Any Potential Claimant who fails to return an *Interest-in-Relief Form* by the deadline shall be deemed to have waived any right to be considered for an award of Individual Relief under this Agreement, except for good cause as determined by the United States.

69. If any Potential Claimant is deceased, her estate may submit an *Interest-in-Relief Form* on her behalf.

70. The United States shall determine whether a Claimant is entitled to Individual Relief pursuant to Paragraphs 44 (monetary relief) and 45 (Priority Transfer) of this Agreement.

71. In order to be entitled to monetary relief, a Claimant need not express an interest in, or be eligible for, Priority Transfer consideration or accept an offer of Priority Transfer.

72. For each Claimant determined to be entitled to monetary relief, the United States shall determine the Claimant's monetary payment from the Settlement Fund, such that once service awards are paid, relief awards from the Settlement Fund are distributed among all Claimants entitled to monetary relief, taking into account the duration of time each Claimant who meets the requirements of Paragraph 44(a), (b), (c), and (d) worked at WHV.

## **X. EXECUTION OF INDIVIDUAL RELIEF**

### **A. Notice of Individual Awards and Acceptance of Individual Award and Release of Claims**

73. Following the Fairness Hearing on Individual Awards, notice of the Court's approval of the Interim Individual Awards Lists will be disseminated as agreed to by the Parties by, among other actions, providing to each Claimant or Charging Party listed on the Interim Individual Awards Lists: the *Notice of Individual Award*, in a format materially the same as set forth in Attachment G, setting forth any monetary award and consideration for Priority Transfer provided in the Interim Individual Awards Lists; and an *Acceptance of Individual Award and Release of Claims Form* ("Acceptance"), in a format materially the same as set forth in Attachment H.

### **B. Acceptance of Individual Award**

74. To receive an individual award, a Claimant or Charging Party on the Interim Individual Awards Lists must complete and return the *Acceptance*, in

accordance with the requirements set forth in the form.

75. The estate of any deceased Claimant that submitted an *Interest-in-Relief Form* pursuant to Paragraph 69 and is found by the Court to be entitled to monetary relief must complete and return the *Acceptance*, as well as (1) for estates under \$15,000, an affidavit of decedent's successor for delivery of certain assets owned by decedents (which requires death certificate to be attached), and (2) for estates over \$15,000, letters of authority from the State of Michigan.

76. Within seventy-five (75) days after the Court approves the Interim Individual Awards Lists, Claimants or Charging Parties whose *Acceptances* were not originally fully executed must provide any missing information. Any Claimants or Charging Parties who failed to meet the prior deadline must show good cause, to be determined by the United States, for failing to meet the prior deadline and must submit fully executed forms. The failure of a Claimant or Charging Party to return fully executed forms or failure to show good cause by this deadline shall constitute a rejection of the offer of an individual award and shall release the Parties from any further obligation under the Agreement to make an individual award to the Claimant or Charging Party.

77. Within ninety (90) days after the Court approves the Interim Individual Awards Lists, the United States shall provide Defendants with a Final Monetary Award List and a Final Priority Transfer Claimant List (collectively,

“Final Individual Awards Lists”). The Final Monetary Award List shall identify the amount of money to be paid from the Settlement Fund, including accrued interest, for each Claimant or Charging Party who timely returned a fully executed *Acceptance*. The Final Priority Transfer Claimant List shall identify each Claimant who is eligible to be considered for Priority Transfer and who timely returned a fully executed *Acceptance*.

**C. Issuance of Monetary Payments by Defendants**

78. All Claimants and Charging Parties will first need to register with the State of Michigan SIGMA Vendor Self Service System at [www.michigan.gov/sigmavss](http://www.michigan.gov/sigmavss) in order to receive monetary payments. SIGMA will allow Claimants and Charging Parties to choose to be paid by check or electronic fund transfer (“EFT”).

79. Within forty-five (45) days after the United States provides Defendants the Final Individual Awards Lists, Defendants shall issue monetary payments as agreed to by the Parties by, among other actions, paying by EFT or mailing via certified U.S. mail (return receipt requested) a monetary payment check to each Claimant or Charging Party listed on the Final Monetary Awards List.

80. Defendants shall keep Records of all monetary payment checks that are returned as undeliverable. Defendants shall re-mail the monetary payment

check returned as undeliverable by the same procedure as described in Paragraph 48.

81. Within sixty (60) days after the United States' provision of the Final Individual Awards Lists, Defendants shall provide to the United States a statement indicating the amount of the monetary payment made to each Claimant or Charging Party, any amounts withheld from each such monetary payment required to be withheld by law, including but not limited to any monies owed to the State, amounts the State is empowered to collect under the law such as unpaid child support and unpaid taxes, and the purpose of each such withholding.

82. Within seventy-five (75) days after the United States provides the Final Individual Awards Lists, Defendants shall provide the United States with a list of Claimants and Charging Parties whose monetary payments are still outstanding. The list shall identify whose EFT payments have failed, whose checks appear to have been delivered (*i.e.*, not returned as undeliverable) but have not yet been cashed, and whose checks have been returned to Defendants as undeliverable. Defendants shall also provide a statement of the amount of funds remaining in the Settlement Fund.

83. Within eighty-five (85) days after the United States provides the Final Individual Awards Lists, the United States shall notify Claimants and Charging Parties with outstanding monetary payments via email and U.S. mail that their

awards will be redistributed or reallocated if EFT payment issues are not resolved or if monetary payment checks are not cashed by a specified date that is one hundred eighty (180) days after issuance of payment. The letter shall state that no further warnings regarding such distribution will be given.

84. Within two hundred thirty (230) days after the United States provides the Final Individual Awards Lists, Defendants shall provide the United States with a list of all Claimants and Charging Parties with outstanding monetary payments (*i.e.*, whose EFT payments failed or whose checks were returned as undeliverable and/or uncashed) and a statement of the amount remaining in the Settlement Fund. Within two hundred forty (240) days after the United States provides the Final Individual Awards Lists, the United States shall inform Defendants either that any funds remaining in the Settlement Fund should be reallocated among the other Claimants and/or Charging Parties who are listed on the Final Monetary Awards List in a manner designed to preserve the relative proportions of their shares of the Settlement Fund, or, if the remaining funds are *de minimis*, that the remaining funds should not be reallocated among Claimants and Charging Parties but rather the United States shall determine a manner of redistribution that is consistent with the purposes of the Agreement.



## **D. Priority Transfer**

### **(1) Priority Transfer Selection Process**

85. Defendants shall extend to any eligible Claimants seeking Priority Transfer all rights, privileges, and processes, including appeals and grievance processes, that Defendants regularly extend to applicants for transfer.

86. Defendants will first invite Claimants eligible for Priority Transfer to apply for such transfer on either October 17 or April 16 (fifteen (15) days before the beginning of the application window for Seniority-Based Transfers (November 1 or May 1)), whichever date occurs sooner after Entry of this Agreement.

87. No later than fifteen (15) days before the first day of each thirty (30)-day application window for Seniority-Based Transfer (November 1 or May 1), Defendants shall formally invite Claimants appearing on the Final Priority Transfer Claimant List to apply for transfer.

- a. Defendants must send this formal invitation via email to the Claimants' work email addresses.
- b. This formal invitation shall:
  - i. Identify the process that Claimants must follow in order to request Priority Transfer (*i.e.*, apply to transfer using the transfer form and indicate that they are seeking Priority Transfer);

- ii. Identify the November 30 or May 31 deadline applicable for Claimants' requests for Priority Transfer (*i.e.*, the last day on which applications for Priority Transfer will be accepted);
- iii. Inform Claimants that Defendants will use the same conditions as for all other transfer applicants;
- iv. Provide contact information for the MDOC official responsible for administering Priority Transfer relief;
- v. Identify the number of Priority Transfers available during the current application period for Seniority-Based Transfers;
- vi. Identify the number of Priority Transfers remaining out of the agreed-upon fifteen (15) Priority Transfers; and
- vii. State if Claimants will have another opportunity to seek Priority Transfer and, if so, identify the date that the next opportunity will occur.

88. If there are available slots to transfer to any of the MDOC facilities to which a Claimant seeks to transfer, a Claimant eligible for Priority Transfer who meets the conditions for transfer shall receive the transfer offer over all other COs MDOC-wide seeking a transfer to that facility, regardless of the Claimants' number of continuous service hours. If there are more Claimants eligible for Priority Transfer who are seeking Priority Transfers to facilities with slots

available for transfer than there are Priority Transfer slots that Defendants are prepared to offer for a given transfer period, the Claimants shall receive Priority Transfer offers in the order of: Charging Parties, in order of number of continuous service hours from highest to lowest, followed by non-Charging Parties, in order of number of continuous service hours from highest to lowest.

89. If Defendants disqualify any Claimant listed on the Final Priority Transfer List, Defendants shall, within ten (10) days, send the United States: (i) written notice of its determination, (ii) the basis of its determination, and (iii) any supporting documentation. If the United States disagrees with Defendants' determination, it shall notify Defendants in writing, and the Parties shall make a good faith effort to informally resolve the disagreement. If the Parties are unsuccessful in that regard, the United States may seek judicial resolution pursuant to the dispute resolution procedures set forth in Paragraph 92.

## **(2) Offer of Priority Transfer**

90. If Defendants select for Priority Transfer an eligible Claimant, Defendants shall send, by email to the Claimant's work email address, a written offer of Priority Transfer, prominently indicating:

- a. That the offer is an offer of Priority Transfer being made pursuant to this Agreement;
- b. The date on which Claimant will transfer, if the offer is accepted;

- c. The MDOC facility to which Claimant will transfer, if the offer is accepted;
- d. Contact information for the MDOC official responsible for administering Priority Transfer relief, whom the Claimant may contact with any questions regarding the offer of Priority Transfer; and
- e. That the Claimant has at least thirty (30) days from the date on which the Claimant receives the written offer of Priority Transfer to notify Defendants that the Claimant accepts the offer.
- f. On the date that such an offer of Priority Transfer is sent to a Claimant, Defendants shall send a copy of the offer of Priority Transfer to the United States.

91. If a Claimant fails to timely accept Defendants' offer of Priority Transfer, Defendants' obligation to provide the offer to or make a Priority Transfer of that Claimant ceases.

## **XI. DISPUTE RESOLUTION**

92. The Parties shall attempt in good faith to resolve informally any disputes concerning Defendants' compliance with this Agreement. Upon request by any Party, the Parties, through their counsel, will make themselves available for a telephone conference to discuss any such dispute within ten (10) days of such a

request. If the Parties are unable to reach agreement after informally seeking to resolve the dispute, either party may move the Court to enforce this Agreement and may seek a ruling that enforces this Court Order, provided the moving Party gives at least thirty (30) days' written advance notice to the nonmoving Party.

93. If, after receipt of the documents described in Paragraphs 88-89, the United States maintains that Defendants have not complied with the Agreement or the dispute still exists, within ten (10) days after the United States communicates that fact to Defendants, the United States may interview or depose any witness with knowledge regarding the matter in dispute. Under no circumstances may Defendants interview or depose any officials, agents, or employees of the U.S. Department of Justice in this process in the absence of further Court order for good cause shown.

## **XII. RECORD KEEPING, COMPLIANCE, AND MONITORING**

94. While the Agreement remains in effect, Defendants shall retain all of the following Records:

- a. All complaints or charges of employment discrimination at WHV based on sex made against Defendants or its employees, agents or representatives: (a) internally; (b) with the United States Equal Employment Opportunity Commission; or (c) through or with any other federal or state agency authorized to receive such complaints;

- b. All Records generated as a result of or during the course of the design, development, and implementation of the Review Process, Staffing Analysis, Staffing Plan, and recruitment and retention efforts; and
- c. All Records that pertain to or show transfer requests by COs seeking transfer from WHV, and all Records that pertain to or show Defendants grant or denial of each request.

95. Except as otherwise provided in this Agreement, Defendants shall make available to the United States, no later than thirty (30) days after the United States so requests in writing, any non-privileged Records maintained in accordance with Paragraph 94 and any additional non-privileged Records reasonably relating to any dispute arising under this Agreement.

96. Defendants shall promptly investigate all complaints of retaliation that, if true, would be prohibited by Paragraph 25, and retain such complaints and investigations pursuant to Paragraph 94.

### **XIII. TRAINING**

97. Defendants shall provide training on (1) the Review Process to all employees who have responsibility for determining whether a Non-Housing Unit CO assignment is a female-only assignment, and (2) the requirement that transfer rules for COs be administrated on a nondiscriminatory basis to all employees who could be involved in CO transfer decisions that affect one or more COs at WHV.

This training shall be completed before the deadline for implementing the Review Process.

#### **XIV. DURATION OF THE AGREEMENT**

98. This Agreement shall expire without further order of the Court when three years have passed after the Agreement is entered. The Agreement may be extended by order of the Court if Defendants have not completed the Priority Transfers (Paragraph 46), issued the monetary payment checks (Paragraphs 78-84), or established the Review Process (Paragraph 27), provided the Agreement is extended only for the uncompleted obligations on this list, and provided the extension applies only to the uncompleted matters.

99. Upon motion by the Defendants, the Court may terminate any provision of the Agreement if Defendants demonstrate that they have fulfilled the obligations required by the provision.

#### **XV. COSTS AND FEES**

100. The United States and Defendants shall bear their own costs, attorney's fees, and other expenses incurred in this action.

#### **XVI. RETENTION OF JURISDICTION**

101. The Court shall retain jurisdiction over this Agreement 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

until the obligations set forth in Paragraph 98 have been met.

## **XVII.ADDITIONAL PROVISIONS**

102. The time limits set forth throughout this Agreement may be changed upon mutual consent of the Parties or upon motion to the Court following written notice to the other Party.

103. The submission date of any document by Potential Claimants, Claimants, or objectors shall be the date on which the document was emailed to the United States, as determined by the email date stamp, or the date on which the document was mailed to the United States, as determined by the postmark. In the event the postmark is missing or illegible, the Parties shall determine whether the submission is timely by examining other documents received by the United States and comparing the postmark dates of those documents and the document with the missing or illegible postmark.

104. If any deadline referenced in this Agreement falls on a weekend or federal holiday, the deadline shall be moved to the next business day.

105. To the extent there is any conflict between this Agreement and the requirements of any state or local law or regulation, the terms of this Agreement shall control.

106. This Agreement constitutes the entire agreement of the Parties, and supersedes all prior agreements, representations, negotiations, and undertakings not



set forth or incorporated herein.

107. Unless otherwise specified, all documents required to be delivered under this Agreement by Defendants to the United States shall be sent electronically to [taryn.null@usdoj.gov](mailto:taryn.null@usdoj.gov). Where electronic mail is not possible, documents shall be sent via overnight delivery service:

Taryn Wilgus Null/202-616-3874  
Employment Litigation Section/Civil Rights Division  
4 Constitution Square  
150 M Street NE / Room 9.1139  
Washington, D.C. 20002

108. Unless otherwise specified, all documents required to be delivered under this Agreement by the United States to Defendants shall be sent electronically to [MillerJ51@michigan.gov](mailto:MillerJ51@michigan.gov). Where electronic mail is not possible, documents shall be sent to the following mailing address:

Jeanmarie Miller  
State of Michigan  
Department of Attorney General  
525 W. Ottawa Street, 5<sup>th</sup> Floor  
P.O. Box 30217  
Lansing, Michigan 48909

109. Any Party may update recipients as well as mailing or electronic addresses set forth in Paragraphs 107 and 108 to the other Party without requiring any changes to this Settlement Agreement.

110. Correspondence and other communications between and among the Parties and consultants and experts in connection with performance of the

obligations in Section VI shall be held confidential and shall not be disclosed to any third party in the absence of a Court order compelling such disclosure, the written consent of the adverse Party, or as otherwise required by law.

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

It is so ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

---

PAUL D. BORMAN  
District Court Judge  
U.S. District Court

**AGREED AND CONSENTED TO:**

For Plaintiff United States of America:

By:

PAMELA S. KARLAN  
Principal Deputy Assistant Attorney  
General  
Civil Rights Division

DELORA L. KENNEBREW  
Chief  
Employment Litigation Section

CLARE GELLER (NY Reg. No.  
4087037)  
Deputy Chief  
Employment Litigation Section

SAIMA S. MOHSIN  
Acting United States Attorney  
Eastern District of Michigan

*/s/ with consent of Susan K. DeClercq*  
SUSAN K. DeCLERCQ (P60545)  
Assistant United States Attorney  
211 W. Fort Street, Suite 2001  
Detroit, Michigan 48226  
(313) 226-9149  
Susan.DeClercq@usdoj.gov

*/s/ Taryn Wilgus Null*  
TARYN WILGUS NULL (DC Bar  
No. 985724)  
NADIA E. SAID (DC Bar No.  
1016598)  
JENNIFER M. SWEDISH (D.C. Bar  
No. 977746)  
Senior Trial Attorneys  
United States Department of Justice  
Civil Rights Division  
Employment Litigation Section  
4 Constitution Square  
150 M Street NE / Room 9.1139  
Washington, DC 20002  
Telephone: (202) 616-3874  
Facsimile: (202) 514-1105  
Email: taryn.null@usdoj.gov

For Defendants:

/s/ with consent of Jeanmarie Miller

JEANMARIE MILLER (P44446)

SCOTT A. MERTENS (P60069)

BRYAN W. BEACH (P69681)

Assistant Attorneys General

Attorneys for Defendants, State of

Michigan and Michigan Department of  
Corrections

Michigan Department of Attorney General

Civil Litigation, Employment & Elections

525 W. Ottawa Street, 5<sup>th</sup> Floor

P.O. Box 30217

Lansing, Michigan 48909

Tel: 517-335-7659

Fax: 517-335-7640

Email: [MillerJ51@michigan.gov](mailto:MillerJ51@michigan.gov)

Date: February 18, 2021

# ATTACHMENT A

ATTACHMENT A

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN

## NOTICE OF SETTLEMENT & FAIRNESS HEARING

*A court approved this notice. This is not an advertisement from a lawyer.*

- The United States of America has sued the State of Michigan and the Michigan Department of Corrections (“MDOC”) (referred to as the “Defendants”), alleging that the Defendants discriminated against female corrections officers (“COs”) from January 2009 through the present in two ways: (1) by designating four CO assignments at Women’s Huron Valley Correctional Facility (“WHV”) as “female-only,” and (2) by refusing to transfer female COs from WHV to other prisons on the same transfer terms that were applied to male COs. Defendants deny these allegations.
- In settlement of this lawsuit, the United States and Defendants have voluntarily entered into a Settlement Agreement.
- Under the Settlement Agreement, Defendants have agreed to pay \$750,000 and make certain changes at WHV to remedy the alleged discrimination.
- As part of the Settlement Agreement, Defendants have agreed to provide money and other awards to female COs harmed by the alleged discrimination. Women who have worked as COs at WHV between January 1, 2009, and the present, including those who filed charges with the Equal Employment Opportunity Commission (“EEOC”) (referred to as “Charging Parties”) may be eligible for relief if they meet the following criteria:
  - Wanted to transfer from a CO position at WHV to a CO position at another MDOC facility but were unable to do so because of the transfer freeze,
  - Were eligible to transfer, and
  - Were harmed by the inability to transfer.

Individuals who do not meet the above criteria are not eligible for relief.

- The Charging Parties will also be entitled to additional money called service awards, which are based on their particular service in bringing this case.

- The Settlement Agreement can be viewed at [www.justice.gov/crt/MDOC](http://www.justice.gov/crt/MDOC).
- If you wish to object to the Settlement Agreement, you must follow the enclosed instructions and return the objection form by **[DATE 45 days before FHI]**.
- Objections to the Settlement Agreement will be considered by the Court at a Fairness Hearing on **[DATE of FHI]**.

**Read this notice carefully**, as your rights may be affected by the terms of the Settlement Agreement.

ATTACHMENT A

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN

**1. What is this lawsuit about?**

In its lawsuit, the United States alleges that Defendants have engaged in two unlawful employment practices that discriminate against female COs at WHV because of sex, in violation of Sections 703(a), 706, and 707 of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e-2(a), 2000e-5(f), and 2000e-6. Specifically, the United States alleges that Defendants have discriminated on the basis of sex by designating four CO assignments at WHV as “female-only” assignments and by imposing a long-term transfer freeze that has prohibited female COs from transferring out of WHV to other MDOC facilities on terms that were applicable to male COs. Defendants deny these allegations.

In the interest of resolving this matter and promoting the purposes of Title VII, the United States and Defendants have voluntarily entered into a Settlement Agreement. The Court must decide if the terms of the Settlement Agreement are lawful, fair, adequate, reasonable, and consistent with the public interest. To do so, the Court will hold a Fairness Hearing, at which time the Court will hear and consider any objections to the terms of the Settlement Agreement.

**2. Why did I get this notice?**

You received this notice because your rights or legal interests might be affected by implementation of the relief in the Settlement Agreement. This notice summarizes that relief and explains how you may object to it, if you wish to do so. The Court will consider all objections before anyone will be offered awards.

**3. What individual relief awards are available to female COs harmed by Defendants’ alleged discrimination?**

The Settlement Agreement describes the relief awards that will be available to women harmed by Defendants’ alleged discrimination. Under the terms of the Settlement Agreement, eligible female COs who worked at WHV between 2009 and the present may receive:

- **Cash awards** to make up for some of the pain and suffering and/or emotional distress allegedly suffered as a result of Defendants’ long-term transfer freeze at WHV. Each eligible claimant will share in the settlement based on the length of time she worked at WHV and she was eligible for transfer, wanted to transfer, and was harmed by the transfer freeze.
- **Priority transfers** out of WHV to another MDOC facility for up to 15 female COs who currently work at WHV and meet the same conditions required for all other transfer applicants. Preference for the 15 priority transfers will be given to Charging Parties, in order of number of continuous service hours, and then to non-Charging Parties, in order of number of continuous service hours.

ATTACHMENT A

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN

4. Will all female COs who worked at WHV between 2009 and the present automatically be eligible to receive an individual relief award?

No. Only female COs who wanted to transfer out of WHV, were eligible to transfer, and were harmed by Defendants prohibiting female COs from transferring will be eligible to receive an individual award. Female COs at WHV who did not want to transfer, or who were not eligible to transfer, or who were not harmed by their inability to transfer will not be eligible to receive an individual relief award. Please read the eligibility criteria in the Settlement Agreement carefully at [www.justice.gov/crt/MDOC](http://www.justice.gov/crt/MDOC) to determine whether you wish to object.

5. Why are the Charging Parties entitled to additional money?

Each Charging Party is entitled to additional money, called a service award, which is based on her particular service in bringing this case. By filing charges of discrimination with the EEOC, the Charging Parties brought this matter to the attention of the United States and led to the filing of this lawsuit.

6. What changes will be made at WHV to remedy Defendants' alleged discrimination?

As part of the Settlement Agreement, Defendants will take a number of actions to remedy the alleged discrimination at WHV, including:

- Lifting the transfer freeze and allowing eligible female COs to transfer out of WHV when WHV reaches a CO vacancy rate for BFOQ-designated positions to be agreed upon by the United States and the Defendants from within a pre-determined range;
- Developing and implementing a Title VII-compliant review process for female-only non-housing unit CO assignments, which may result in fewer female-only assignments; and
- Developing and implementing recruitment and retention efforts specific to female COs at WHV.

7. How do I object to the Settlement Agreement?

You have the right to submit a written objection to any of the terms of the Settlement Agreement that you believe are unlawful, unfair, inadequate, unreasonable, or inconsistent with the public interest. Instructions for filing an objection are enclosed with this notice. **Making an objection is voluntary, but if you do not object at this time, you may be prohibited from taking any action against the Settlement Agreement in the future.** Any written objections must be



**ATTACHMENT A**

**UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN**

submitted to the United States, as described in the enclosed instructions, no later than [DATE 45 days before FHI].

You also have the right to attend the Fairness Hearing, at which time the Court will hear the objections and decide whether to enter the Settlement Agreement. The Fairness Hearing for this Settlement Agreement will be held on [DATE OF FHI] at [TIME OF FHI] at the United States District Court for the Eastern District of Michigan, Theodore Levin U.S. Courthouse, 231 W. Lafayette Boulevard, Detroit, Michigan 48226.

ATTACHMENT A

**INSTRUCTIONS FOR FILING AN OBJECTION  
PRIOR TO THE FAIRNESS HEARING**

1. **Making an objection is voluntary, but if you do not object at this time, you may be barred, unless you have a really good reason for not making a timely objection, from taking any action against the terms of the Settlement Agreement in the future.** If you decide to object, follow the instructions on this page. If you object, the Court will consider your objection before deciding whether to approve or amend the Settlement Agreement.
2. All objections must be made in writing. Your objection should be made on the attached objection form, both pages of which must be filled out completely. You must include a description of the reason(s) for your objection. If you have hired an attorney to assist you in this matter, you must include the name, address, phone number, and email address of your attorney. You may attach additional pages to the objection form if necessary.
3. All objections must be sent via email by **[DATE 45 days before FHI]** or sent by U.S. mail and postmarked no later than **[DATE 45 days before FHI]**. If your objection is not emailed or postmarked by this date, your objection may not be considered and you may be prohibited from objecting later.
4. Submit your objection either:
  - a. By email to [Community.MichiganDOC@usdoj.gov](mailto:Community.MichiganDOC@usdoj.gov).
    - To avoid any possible mail delays, we prefer submission by email if possible.
    - You may access a PDF-fillable version of the Objection Form at [www.justice.gov/crt/MDOC](http://www.justice.gov/crt/MDOC).
    - If you scan your form, please make sure each page is clear and complete.
  - b. Or by U.S. mail to the following address:

U.S. Department of Justice  
MDOC Settlement Team  
Civil Rights Division/ELS  
P.O. Box 14400  
Washington, DC 20044-4400
5. The Court will hold a Fairness Hearing on **[DATE OF FHI]**, at **[TIME OF FHI]**. You may attend this hearing and speak if you wish, but you do not need to attend to have the Court consider any written objections that you choose to submit.
6. If you have any questions regarding your decision to submit an objection, you may consult with an attorney of your own choosing and at your own expense. If you have any questions concerning the procedure to submit an objection, you may consult with your

**ATTACHMENT A**

own attorney or you may contact the United States by email at [Community.MichiganDOC@usdoj.gov](mailto:Community.MichiganDOC@usdoj.gov) or by telephone, toll-free, at 1-844-380-6167. You may also consult [www.justice.gov/crt/MDOC](http://www.justice.gov/crt/MDOC) for additional information.

**ATTACHMENT A**

This form is two (2) pages. If you choose to object, you must complete and return both pages.

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil No. 2:16-cv-12146
	)	
STATE OF MICHIGAN AND	)	
MICHIGAN DEPARTMENT	)	
OF CORRECTIONS,	)	
	)	
Defendants.	)	
	)	
	)	

**OBJECTION TO THE ENTRY OF THE SETTLEMENT AGREEMENT**

I am objecting to the terms of settlement in the Settlement Agreement agreed to by the United States of America and the State of Michigan and the Michigan Department of Corrections.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address City State Zip

\_\_\_\_\_  
Telephone Email Address

**Attorney Contact Information (if you have an attorney representing you):**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address City State Zip

\_\_\_\_\_  
Telephone Email Address

**ATTACHMENT A**

This form is two (2) pages. If you choose to object, you must complete and return both pages.

Reason for my objection:

---

---

---

---

You may attach additional pages to explain the reason for your objection or provide supporting documentation.

Are you requesting the opportunity for you (or your attorney if you have one) to state your objection in person at the Fairness Hearing on [DATE OF FHI] at [TIME OF FHI]?

[ ] YES, I **am** requesting the opportunity to object at the Fairness Hearing by speaking to the judge in court.

[ ] NO, I **am not** requesting the opportunity to object at the Fairness Hearing. The Court will still consider my objection based on the information on this form.

**Your objection must be postmarked or emailed by [DATE 45 DAYS BEFORE FHI].**

**Submit your objection to the United States:**

- a. By email to [Community.MichiganDOC@usdoj.gov](mailto:Community.MichiganDOC@usdoj.gov)  
(preferred method)

**OR**

- b. By U.S. mail to the following address:

U.S. Department of Justice  
MDOC Settlement Team  
Civil Rights Division/ELS  
P.O. Box 14400  
Washington, DC 20044-4400

# ATTACHMENT B

**ATTACHMENT B**

**UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN**

[Charging Party name]

[Charging Party address]

[Charging Party email address]

Re: *United States of America v. State of Michigan and Michigan Department of Corrections*, Civil Action No.: 2:16-cv-12146 (E.D. Mich.)

Dear [Charging Party name]:

You are receiving this letter because you are one of the twenty-eight (28) current and former female corrections officers (“COs”) at Women’s Huron Valley Correctional Facility (“WHV”) who filed charges with the United States Equal Employment Opportunity Commission (“Charging Parties”), alleging that the Michigan Department of Corrections (“MDOC”) discriminated against you based on sex because of its overly broad use of female-only work assignments and its transfer freeze at WHV. Based, in part, on your charge of discrimination, the United States filed suit against the State of Michigan and MDOC (referred to as the “Defendants”), alleging violations of Title VII of the Civil Rights Act of 1964, as amended.

As you are already aware, the United States and the Defendants have agreed to settle this case through a Settlement Agreement. As part of the settlement, there are three types of awards that you may be entitled to receive:

- (1) **Service Award** – You are entitled to a service award, which is a sum of money based on your particular service in bringing this case. By filing a charge of discrimination, you helped bring this matter to the attention of the United States.

You do not need to do anything at this time to claim your service award. Later, you will be asked to release your claims against the Defendants by completing and submitting an Acceptance of Individual Award and Release of Claims form. Once you have submitted that form, you will receive your service award.

- (2) **Monetary Relief Award** – You may also be eligible to receive a monetary relief award, which is money to make up for some of the pain and suffering and/or emotional distress you may have suffered as a result of the long-term transfer freeze at WHV.

In order to request this additional money, you must submit an Interest-in-Relief Form no later than [45 days before FHI].

- (3) **Consideration for Priority Transfer** – You may also be eligible to receive consideration for a priority transfer out of WHV, if you currently work at WHV and meet the conditions required for transfer. Charging Parties will be given preference for the 15 priority transfers, in order of number of continuous service hours.

In order to request consideration for priority transfer, you must submit an Interest-in-Relief Form no later than [45 days before FHI].

**ATTACHMENT B**

**UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN**

This mailing provides you with the following:

- Notice of Settlement and Fairness Hearing, Instructions for Filing an Objection Prior to the Fairness Hearing, and a blank Objection to Entry of the Settlement Agreement form;
- Interest-in-Relief Form Notice, Instructions for Completing the Interest-in-Relief Form, a blank Interest-in-Relief Form, and a return address envelope; and
- Notice of Service Award.

If you disagree with this settlement, you may submit an Objection to Entry of the Settlement Agreement form by [45 days before FHI].

If you would like to request a monetary relief award and/or consideration for priority transfer, you must submit an Interest-in-Relief Form no later than [45 days before FHI]. You are only eligible for a priority transfer if you currently work at WHV. You will be eligible to receive these awards if you wanted to transfer out of WHV, were eligible to transfer, and were harmed by Defendants prohibiting female COs from transferring. If you do not submit an Interest-in-Relief Form, you will still be entitled to your service award, but not to any additional money or consideration for a priority transfer.

Sincerely,

U.S. Department of Justice  
MDOC Settlement Team

Enclosures: Notice of Settlement and Fairness Hearing  
Interest-in-Relief Form Notice  
Notice of Service Award



# ATTACHMENT C

ATTACHMENT C

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN

## INTEREST-IN-RELIEF FORM

*A court approved this notice. This is not an advertisement from a lawyer.*

**If you are a woman who worked as a corrections officer at Women's Huron Valley Correctional Facility at any time between January 2009 and the present, you must act now to protect your rights in a lawsuit.**

### 1. Why did I get this Interest-in-Relief Form?

You received this Interest-in-Relief Form because Defendants' records show that you are a woman who worked as a Corrections Officer at Women's Huron Valley Correctional Facility ("WHV") between January 1, 2009, and the present. As a result, you may be eligible for a monetary relief award or priority transfer out of WHV. This document explains the steps that you must now take to be considered for an individual award.

### 2. What individual relief awards are available to female COs harmed by Defendants' alleged discrimination?

The Settlement Agreement describes the relief awards that will be available to women harmed by Defendants' alleged discrimination. Under the terms of the Settlement Agreement, eligible female COs who worked at WHV between 2009 and the present may receive:

- **Cash awards** to make up for some of the pain and suffering and/or emotional distress allegedly suffered as a result of Defendants' long-term transfer freeze at WHV.
- **Priority transfers** out of WHV to another MDOC facility for up to 15 female COs who currently work at WHV and meet the same conditions required for all other transfer applicants. Preference for the 15 priority transfers will be given to Charging Parties, in order of number of continuous service hours, and then to non-Charging Parties, in order of number of continuous service hours.

### 3. What should I do to be considered for an individual relief award?

To be considered for an individual relief award, you must complete and submit the enclosed Interest-in-Relief Form to the United States, as described in the enclosed instructions, no later than **[45 DAYS BEFORE FHI]**. Submitting the Interest-in-Relief Form does not guarantee that you will receive an individual relief award. But if you do not complete and submit the Interest-

**ATTACHMENT C**

**UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN**

in-Relief Form by [45 DAYS BEFORE FHI], you will not receive an individual relief award unless you had a very good reason for missing the deadline.

**4. If I am a Charging Party, do I need to complete an Interest-in-Relief Form?**

A Charging Party is entitled to receive her service award and may also seek an individual relief award of money and/or priority transfer consideration.

If you are a Charging Party and you want both your service award and an individual relief award of money and/or priority transfer consideration, you must complete an Interest-in-Relief Form.

If you are a Charging Party and you want only your service award, then you do not need to complete an Interest-in-Relief Form.

**5. What happens next?**

The United States will make an initial decision on your eligibility for individual relief based on Defendants' records and your responses on the Interest-in-Relief Form you submitted. The United States will send you a letter informing you of the initial decision on your eligibility. You will have the opportunity to object to that initial decision. The Court will make the final decision about whether you are eligible to receive an individual relief award, and if so, the amount of money you are entitled to receive and/or whether you are entitled to consideration for a priority transfer.

During this process, it is important that the United States has your current contact information to inform you of next steps or to request additional information. If your address, telephone number, or email address changes at any time after you submit your Interest-in-Relief Form, you **must** let the United States know. To do so:

- You can email [Community.MichiganDOC@usdoj.gov](mailto:Community.MichiganDOC@usdoj.gov), or
- You can call, toll-free, 1-844-380-6167.

**ATTACHMENT C**

**UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN**

**INSTRUCTIONS FOR COMPLETING THE INTEREST-IN-RELIEF FORM**

1. **FILL OUT COMPLETELY EVERY SECTION OF THE INTEREST-IN-RELIEF FORM AND SIGN THE FORM.** Filling out the Interest-in-Relief Form does not guarantee that you will receive an individual relief award, but you may not be eligible to receive an individual relief award if you do not complete and return the Interest-in-Relief Form.
2. Submit your Interest-in-Relief Form either:
  - By e-mail to [Community.MichiganDOC@usdoj.gov](mailto:Community.MichiganDOC@usdoj.gov)
    - To avoid any possible mail delays, we prefer submission by email if possible.
    - You may access a PDF-fillable version of the Interest-in-Relief Form at [www.justice.gov/crt/MDOC](http://www.justice.gov/crt/MDOC).
    - If you scan your form, please make sure each page is clear and complete.
  - Or by U.S. mail to the following address(a return envelope has been enclosed for your convenience, but you must affix proper postage):

U.S. Department of Justice  
MDOC Settlement Team  
Civil Rights Division/ELS  
P.O. Box 14400  
Washington, DC 20044-4400
3. **All forms must be sent via e-mail or postmarked by [45 DAYS BEFORE FHI] or you may lose the chance to receive an award unless you have a really good reason for not submitting a timely form.**

If you return the Interest-in-Relief Form:

- You authorize the United States to share your materials with Defendants and the Court.
- The United States will evaluate your eligibility for an individual relief award.
- The United States will notify you of the United States' eligibility determinations, including the estimated amount of money you are entitled to receive and/or whether you are entitled to consideration for a priority transfer.
- If you disagree with these determinations, you will have a chance to object to the Court.
- The Court will make the final decision about whether you are eligible for an individual relief award and if so, the amount of money you are entitled to receive and/or whether you are entitled to consideration for a priority transfer.

## ATTACHMENT C

This form is four (4) pages. You must complete and return ALL four (4) pages.

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

UNITED STATES OF AMERICA, )  
)  
Plaintiff, )  
)  
v. ) Civil No. 2:16-cv-12146  
)  
STATE OF MICHIGAN AND )  
MICHIGAN DEPARTMENT )  
OF CORRECTIONS, )  
)  
Defendants. )  
)  
\_\_\_\_\_ )

## INTEREST-IN-RELIEF FORM

I am requesting individual relief in the form of a cash award and/or priority transfer consideration under the Settlement Agreement agreed to by the United States and the State of Michigan and the Michigan Department of Corrections, and entered by the Court in the above-captioned case. By completing, signing, and returning this form, I certify that the information below is true and correct:

## Part I. Contact Information

Name: \_\_\_\_\_  
(First) (Middle Initial) (Last)

Other name(s) used: \_\_\_\_\_

Last 4 digits of Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
(4-digit number) (month/day/year)

Address: \_\_\_\_\_  
(Number & Street) (Apt./Unit)

(City) (State) (Zip Code)

Home Tel: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email Address:

If your contact information changes, please provide your updated information by emailing [Community.MichiganDOC@usdoj.gov](mailto:Community.MichiganDOC@usdoj.gov) or calling 1-844-380-6167.

**ATTACHMENT C**

This form is four (4) pages. You must complete and return ALL four (4) pages.

<b>Part II. Interest in Relief</b>
------------------------------------

**1. Type of Relief Requested**

Please check one or both of the types of relief that you are seeking:

- ☐ **Cash Award:** Please check this box if you are interested in a cash award to make up for some of the pain and suffering and/or emotional distress allegedly suffered as a result of Defendants' refusal to transfer female COs from WHV to other prisons on the same transfer terms that were applied to male COs.

Defendants have agreed to provide \$750,000 to be distributed amongst Charging Parties and eligible claimants. The amount of money that an individual eligible claimant receives will depend on the number of Charging Parties accepting their service awards; the number of claimants; and the duration of time the individual claimant worked at WHV, was eligible to transfer, wanted to transfer, and was harmed by her inability to transfer due to the transfer freeze.

- ☐ **Consideration for Priority Transfer:** Please check this box if you are currently working as a CO at WHV and you are interested in being considered for priority transfer to another MDOC facility. Checking this box merely indicates your interest in being considered for transfer and does not mean that you will necessarily be permitted to transfer. Also, you will not have to accept a priority transfer if one is offered to you.

Defendants have agreed to allow up to 15 eligible claimants who currently work as COs at WHV to transfer out of WHV to another MDOC facility. Eligible claimants will be considered for priority transfer only if they meet the same conditions required for all other transfer applicants. Preference for the 15 priority transfers will be given to Charging Parties, in order of number of continuous service hours, and then to non-Charging Parties, in order of number of continuous service hours.

<b>Part III. Additional Eligibility Information</b>
---

**A. Discipline**

2. While working as a CO at WHV, were you ever disciplined? That is, did you receive a written reprimand, an unsatisfactory service rating, a suspension without pay, discharge, etc.?

☐ Yes                      ☐ No

**ATTACHMENT C**

This form is four (4) pages. You must complete and return ALL four (4) pages.

3. If you answered yes to Question #2, above, identify each incident of discipline below to provide the date of the discipline, as well as the type of discipline imposed. If you select "Other" as the "Type of Discipline Imposed," explain the discipline imposed.

(1) Date of Discipline at WHV (MM/DD/YYYY): \_\_\_\_\_

Type of Discipline Imposed (choose one):

☐ Written ☐ Unsatisfactory ☐ Suspension ☐ Discharge ☐ Other  
Reprimand Service Rating Without Pay

If you select "Other," explain the discipline imposed on the line below.

\_\_\_\_\_

(2) Date of Discipline at WHV (MM/DD/YYYY): \_\_\_\_\_

Type of Discipline Imposed (choose one):

☐ Written ☐ Unsatisfactory ☐ Suspension ☐ Discharge ☐ Other  
Reprimand Service Rating Without Pay

If you select "Other," explain the discipline imposed on the line below.

\_\_\_\_\_

(3) Date of Discipline at WHV (MM/DD/YYYY): \_\_\_\_\_

Type of Discipline Imposed (choose one):

☐ Written ☐ Unsatisfactory ☐ Suspension ☐ Discharge ☐ Other  
Reprimand Service Rating Without Pay

If you select "Other," explain the discipline imposed on the line below.

\_\_\_\_\_

(4) Date of Discipline at WHV (MM/DD/YYYY): \_\_\_\_\_

Type of Discipline Imposed (choose one):

☐ Written ☐ Unsatisfactory ☐ Suspension ☐ Discharge ☐ Other  
Reprimand Service Rating Without Pay

If you select "Other," explain the discipline imposed on the line below.

\_\_\_\_\_

(5) Date of Discipline at WHV (MM/DD/YYYY): \_\_\_\_\_

Type of Discipline Imposed (choose one):

☐ Written ☐ Unsatisfactory ☐ Suspension ☐ Discharge ☐ Other  
Reprimand Service Rating Without Pay

If you select "Other," explain the discipline imposed on the line below.

\_\_\_\_\_

If you have more than 5 incidents of discipline, please describe them below.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*You may attach additional pages to describe your discipline, if necessary.*

**ATTACHMENT C**

This form is four (4) pages. You must complete and return ALL four (4) pages.

**B. Voluntary Transfer to WHV**

4. Did you voluntarily transfer to WHV as a CO from another MDOC facility? That is, did you come to WHV as a CO through an exchange transfer, seniority-based transfer, or closer-to-home transfer?

☐ Yes ☐ No

**C. Transfer from WHV**

5. While working as a CO at WHV, did you want to transfer to another MDOC facility at any time between January 2009 and the present?

☐ Yes ☐ No

6. Did you request to transfer out of WHV at any time between January 2009 and the present?

☐ Yes ☐ No

7. If you answered no to Question #6, above, was the transfer freeze the reason you did not request to transfer out of WHV?

☐ Yes ☐ No ☐ N/A

8. If you wanted to transfer out of WHV but you were unable to transfer, did not being able to transfer cause you harm? The harm can include any of the following: emotional pain and suffering, mental anguish, inconvenience, stress, hardship, exhaustion, worsened commute, etc.

☐ Yes ☐ No

**Part IV. Acknowledgement and Certification**

I UNDERSTAND AND ACKNOWLEDGE that additional information regarding my background may be requested, and that I may be required to provide such information in order to be eligible to receive any award the Court may order in this lawsuit, **and that filling out this Interest-in-Relief Form does not guarantee that I will receive any individual relief award in this lawsuit.**

I CERTIFY under penalty of perjury that the foregoing is true and correct.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
*Electronic signature accepted. Type your name to sign electronically.*

Printed Name: \_\_\_\_\_

Submit to [Community.MichiganDOC@usdoj.gov](mailto:Community.MichiganDOC@usdoj.gov) or mail to U.S. Department of Justice, MDOC Settlement Team, Civil Rights Division/ELS, P.O. Box 14400, Washington, DC 20044-4400



# ATTACHMENT D

**ATTACHMENT D**

**UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN**

**NOTICE OF SERVICE AWARD**

*A court approved this notice. This is not an advertisement from a lawyer.*

**1. Why did I get this notice?**

You are receiving this notice because you are one of the twenty-eight (28) current and former female correctional officers (“COs”) at Women’s Huron Valley Correctional Facility (“WHV”) who filed charges with the United States Equal Employment Opportunity Commission (“EEOC”) alleging that the Michigan Department of Corrections (“MDOC”) discriminated against you based on sex because of its overly broad use of female-only work assignments and its transfer freeze at WHV. Under the parties’ Settlement Agreement, all twenty-eight (28) charging parties will be entitled to a service award, which is a sum of money based on your particular service in bringing this case.

**2. How much is my service award?**

Your service award is \$5,000 [\$10,000 (*for Margaret Sharpe and Rita Wise only*)].

**3. What must I do to receive my service award?**

To receive your service award, you must complete and submit an Acceptance of Individual Award and Release of Claims form to release your claims against the Defendants, which will be sent to you later.

**4. What individual relief awards are available to Charging Parties and other female COs harmed by the Defendants’ alleged discrimination?**

In addition to your service award, you may be entitled to an additional award, called an individual relief award, if you were harmed by Defendants’ alleged discrimination. Under the terms of the Settlement Agreement, eligible female COs who worked at WHV between 2009 and the present may receive:

- **Cash awards** to make up for some of the pain and suffering and/or emotional distress allegedly suffered as a result of Defendants’ long-term transfer freeze at WHV.
- **Priority transfers** out of WHV to another MDOC facility for up to 15 female COs who currently work at WHV and meet the same conditions required for all other transfer applicants. Preference for the 15 priority transfers will be given to Charging Parties, in order of number of continuous service hours, and then to non-Charging Parties, in order of number of continuous service hours.

Female COs who wanted to transfer out of WHV, were eligible to transfer, and were harmed by Defendants prohibiting female COs from transferring will be eligible to receive these individual relief awards. In order to determine whether you are eligible for these awards, you must:

**ATTACHMENT D**

**UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN**

- Properly and completely fill out the enclosed Interest-in-Relief Form. Return it to the United States **no later than [45 DAYS BEFORE FHI]**.
- After the judge approves the Agreement and decides whether you are entitled to an individual relief award, you will be sent an Acceptance of Individual Award and Release of Claims form. You must complete this form and submit it to the United States.

**5. How do I submit the Interest-in-Relief Form?**

Submit your Interest-in-Relief Form either:

- (a) By e-mail to [Community.MichiganDOC@usdoj.gov](mailto:Community.MichiganDOC@usdoj.gov)
  - To avoid any possible mail delays, we prefer submission by email if possible.
  - You may access a PDF-fillable version of the Interest-in-Relief Form at [www.justice.gov/crt/MDOC](http://www.justice.gov/crt/MDOC).
  - If you scan your form, please make sure each page is clear and complete.
- (b) Or by U.S. mail to the following address:

U.S. Department of Justice  
MDOC Settlement Team  
Civil Rights Division/ELS  
P.O. Box 14400  
Washington, DC 20044-4400

**All forms must be sent via e-mail or postmarked by [45 days BEFORE FHI] or you will lose the chance to receive an award unless you have a really good reason for not submitting a timely form.**

**6. What if I have questions?**

If you have any questions, you may consult with an attorney of your choosing and at your own expense, or you may contact the United States by telephone, toll-free, at 1-844-380-6167 or by email at [Community.MichiganDOC@usdoj.gov](mailto:Community.MichiganDOC@usdoj.gov). You may also consult [www.justice.gov/crt/MDOC](http://www.justice.gov/crt/MDOC) for additional information.

**7. What if my contact information changes?**

If your contact information changes at any time, please update the United States at [Community.MichiganDOC@usdoj.gov](mailto:Community.MichiganDOC@usdoj.gov) or 1-844-380-6167.

# ATTACHMENT E

ATTACHMENT E

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN

## NOTICE OF ENTRY OF SETTLEMENT AGREEMENT

*A court approved this notice. This is not an advertisement from a lawyer.*

- The United States of America has sued the State of Michigan and the Michigan Department of Corrections (“MDOC”) (referred to as the “Defendants”), alleging that the Defendants discriminated against female corrections officers (“COs”) from January 2009 through the present in two ways: (1) by designating four CO assignments at Women’s Huron Valley Correctional Facility (“WHV”) as “female-only” and (2) by refusing to transfer female COs from WHV to other prisons on the same transfer terms that were applied to male COs.
- On [DATE OF ENTRY OF AGREEMENT], the Court entered a Settlement Agreement that resolved the lawsuit between the United States and Defendants.

### 1. What is this lawsuit about?

In its lawsuit, the United States alleges that Defendants have engaged in unlawful employment practices that discriminate against female COs at WHV because of sex, in violation of Sections 703(a), 706 and 707 of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e-2(a), 2000e-5(f), and 2000e-6. Specifically, the United States alleges that Defendants have discriminated on the basis of sex by designating four CO assignments at WHV as “female-only” assignments and by imposing a long-term transfer freeze that has prohibited female COs from transferring out of WHV to other MDOC facilities on terms that were applicable to male COs. Defendants deny these allegations.

In the interest of resolving this matter and promoting the purposes of Title VII, the United States and Defendants have voluntarily entered into a Settlement Agreement. The Court entered the Settlement Agreement on [DATE OF ENTRY OF AGREEMENT].

### 2. Why did I get this notice?

You received this notice because you are a woman who worked as a CO at WHV between January 1, 2009, and the present, and you submitted an Interest-in-Relief Form seeking to receive an individual relief award and/or you are entitled to a service award because you are one of the twenty-eight women who filed charges with the Equal Employment Opportunity Commission (“EEOC”) (collectively, “Charging Parties”).

### 3. What individual relief awards are available to Charging Parties and other female COs affected by Defendants’ alleged discrimination?

The Settlement Agreement describes the relief awards that will be available to women harmed by Defendants’ alleged discrimination. Under the terms of the Settlement Agreement, eligible

**ATTACHMENT E**

**UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN**

female COs who worked at WHV between 2009 and the present may receive:

- **Cash awards** to make up for some of the pain and suffering and/or emotional distress allegedly suffered as a result of Defendants' long-term transfer freeze at WHV.
- **Priority transfers** out of WHV to another MDOC facility for up to 15 female COs who currently work at WHV and meet the same conditions required for all other transfer applicants. Preference for the 15 priority transfers will be given to Charging Parties, in order of number of continuous service hours, then to non-Charging Parties, in order of number of continuous service hours.

**4. Who will be eligible to receive an individual relief award?**

Female COs who wanted to transfer out of WHV, were eligible to transfer, and were harmed by Defendants prohibiting female COs from transferring will be eligible to receive an individual relief award. Female COs who worked at WHV but who did not want to transfer, were not eligible to transfer, or were not harmed by their inability to transfer will not be eligible to receive an individual relief award.

**5. Why are the Charging Parties entitled to additional money?**

Each Charging Party is entitled to additional money, called a service award, which is based on her particular service in bringing this case. By filing charges of discrimination with the EEOC, the Charging Parties brought this matter to the attention of the United States and led to the filing of this lawsuit.

**6. What happens next?**

The United States will make an initial decision on your eligibility for relief based on Defendants' records and your responses to the Interest-in-Relief Form that you submitted. Within the next few months, the United States will send you a letter informing you of its initial decision on your eligibility, and you will have the opportunity to object to that decision. The Court will make the final decision about whether you are eligible to receive an individual relief award, and if so, the amount of money you are entitled to receive and/or whether you are entitled to consideration for a priority transfer.

During this process, it is important that the United States has your current contact information to inform you of next steps or to request additional information. If your address, telephone number, or email address changes at any time, you **must** let the United States know. To do so:

- You can email [Community.MichiganDOC@usdoj.gov](mailto:Community.MichiganDOC@usdoj.gov), or
- You can call, toll-free, 1-844-380-6167.

For more information about the case and the settlement, visit [www.justice.gov/crt/MDOC](http://www.justice.gov/crt/MDOC).

# ATTACHMENT F

ATTACHMENT F

[Claimant name]

[Claimant address]

[Claimant email address]

[Claimant ID number]

Re: *United States of America v. State of Michigan and Michigan Department of Corrections*, Civil Action No.: 2:16-cv-12146 (E.D. Mich.)

Dear [Claimant name]:

You are receiving this letter because you submitted an Interest-in-Relief Form and/or because you are a Charging Party entitled to a service award under the terms of the Settlement Agreement entered by the Court in *United States of America v. State of Michigan and Michigan Department of Corrections*, Civil Action No.: 2:16-cv-12146 (E.D. Mich.). You have been assigned the Claimant ID number referenced above. Please retain this letter as the Individual Awards Lists filed with the Court in this case will reference only your Claimant ID number, not your name.

***[If recipient is a claimant, include the following paragraph and #1-2, below, as appropriate]***

The United States has made certain preliminary determinations concerning your eligibility for the relief you requested in your Interest-in-Relief Form. **Please read the following very carefully.**

**1. MONETARY RELIEF AWARD.** Based upon Defendants' records and your Interest-in-Relief Form, the United States has made a preliminary determination that:

***[If eligible:]***

You **are** eligible for a monetary relief award. The amount of money for which you are eligible is approximately [\$\_\_\_\_\_], less required withholdings.

The amount of money for which you are eligible was calculated by the United States using a formula that divided the settlement amount among all eligible claimants. The calculated amount above may change depending on the number of people who seek a share of the settlement. The formula distributes the money in a manner that allows each eligible claimant to share in the settlement based on the length of time she worked at WHV during which she was eligible for transfer, wanted to transfer, and was harmed by the transfer freeze. Your cash award is based primarily on the fact that you worked at WHV from:

[WHV Start Date] to [WHV End Date][./and [if applicable, WHV Start Date 2]-[WHV End Date 2].]

***[If not eligible:]***

You **are not** eligible for a monetary relief award. The reason(s) that you are not eligible for a monetary relief award is/are:

[enter reason(s)]\_\_\_\_\_.



**ATTACHMENT F**

- 2. PRIORITY TRANSFER CONSIDERATION.** Based on your Interest-in-Relief Form, the United States has made a preliminary determination that:

***[If eligible for priority transfer consideration:]***

You **are** eligible for consideration for a priority transfer. Please note:

If you are currently employed as a CO at WHV and you would like to be considered for priority transfer, a determination that you are eligible for priority transfer consideration does not ensure that you will receive a priority transfer out of WHV. You will be invited to apply for priority transfer during an upcoming seniority-based transfer period.

In order to receive a priority transfer, you must meet the same conditions required for all other transfer applicants. If there are more than 15 people eligible for priority transfer consideration, preference for the 15 priority transfers will be given to Charging Parties, in order of number of continuous service hours, then to non-Charging Parties, in order of number of continuous service hours.

***[If not eligible for priority transfer consideration:]***

You **are not** eligible for priority transfer consideration. The reason(s) for this determination is/are:

[enter reason(s)] \_\_\_\_\_.

***[If recipient is a Charging Party, include #3, below]***

- 3. SERVICE AWARD.** Because you filed a charge of discrimination with the Equal Employment Opportunity Commission, you are also entitled to a service award, which is a sum of money based on your particular service in bringing this case. Your service award is \$5,000 [*\$10,000 for Margaret Sharpe and Rita Wise only*].

- 4. FAIRNESS HEARING.** In addition to your determinations indicated above, the United States has made preliminary determinations regarding the nature and amount of individual relief that each of the other individuals who submitted Interest-in-Relief Forms should receive under the Settlement Agreement, as well as the service awards for the Charging Parties. The United States has submitted its preliminary determinations to the Court in Proposed Individual Awards Lists, identifying you only by your Claimant ID number. You may view these lists at [www.justice.gov/crt/MDOC](http://www.justice.gov/crt/MDOC).

The United States will ask the Court to approve the Proposed Individual Relief Awards Lists at a **Fairness Hearing on Individual Awards** which will be held on **[date of FHII]** at the United States District Court for the Eastern District of Michigan, Theodore Levin U.S. Courthouse, 231 W. Lafayette Boulevard, Detroit, Michigan 48226. **You have the right to attend this Fairness Hearing.** At or after the Fairness Hearing on Individual Awards, the Court may approve the United States' determinations or may adjust them with respect to you and/or other Claimants under the procedures set forth in the Settlement Agreement.

**ATTACHMENT F**

- 5. OBJECTIONS TO THIS PRELIMINARY DETERMINATION.** If you wish to object to any of the determinations described in this letter in any respect, you must take action, as explained in the enclosed “**INSTRUCTIONS FOR FILING AN OBJECTION TO INDIVIDUAL AWARDS.**” **Making an objection is voluntary, but if you do not object at this time, you may be prohibited from objecting in the future.** You may request an opportunity to be heard at the Fairness Hearing, but you do not need to appear at the Fairness Hearing for the Court to consider your objections.

Sincerely,

U.S. Department of Justice  
MDOC Settlement Team

Enclosures: Instructions for Filing an Objection to Individual Awards  
Objection to Determination of Individual Award

ATTACHMENT F

**INSTRUCTIONS FOR FILING AN OBJECTION TO INDIVIDUAL AWARDS**

1. If you wish to object in any respect to the preliminary determinations regarding the relief to which you are entitled under the Settlement Agreement, you must do so in the manner described below. **Making an objection is voluntary, but if you do not object at this time, you may be prohibited from objecting in the future.** If you choose to make an objection, the judge will consider your objection before deciding whether to approve the types and amounts of relief to be provided to you and other individuals under the Settlement Agreement.
2. All objections must be sent by email or by U.S. mail and postmarked by **no later than [DATE 45 DAYS BEFORE FHI]**. If your objection is not emailed or postmarked by this date, your objection may not be considered and you may be prohibited from objecting at a later time.
3. **All objections must be made in writing.** Your objection must be made on the attached form, showing the caption of the case. You must fill out this form completely. You must include a description of the reason(s) for your objection. If you have hired an attorney to assist you in this matter, please indicate with your objection the name, address, and phone number of your attorney. You may attach additional pages to the form if necessary.
4. You must submit your objection either:
  - a. By e-mail to [Community.MichiganDOC@usdoj.gov](mailto:Community.MichiganDOC@usdoj.gov)
    - To avoid any possible mail delays, we prefer submission by email if possible.
    - You may access a PDF-fillable version of the Objection Form at [www.justice.gov/crt/MDOC](http://www.justice.gov/crt/MDOC).
    - If you scan your form, please make sure each page is clear and complete.
  - b. Or by U.S. mail to the following address:

U.S. Department of Justice  
MDOC Settlement Team  
Civil Rights Division/ELS  
P.O. Box 14400  
Washington, DC 20044-4400
5. The Court will hold the Fairness Hearing on Individual Awards on [DATE OF FHI], at [TIME OF FHI] at the United States District Court for the Eastern District of Michigan, Theodore Levin U.S. Courthouse, 231 W. Lafayette Boulevard, Detroit, Michigan 48226. You may attend this hearing if you wish, but you do not need to attend the hearing to have the Court consider any written objections that you choose to submit.

**ATTACHMENT F**

6. If you have any questions regarding your decision to submit an objection, you may consult with an attorney of your own choosing and at your own expense. If you have any questions concerning the procedure for submitting an objection, you may consult with your own attorney or you may contact the United States by email at [Community.MichiganDOC@usdoj.gov](mailto:Community.MichiganDOC@usdoj.gov) or by telephone, toll-free, at 1-844-380-6167. You may also consult [www.justice.gov/crt/MDOC](http://www.justice.gov/crt/MDOC) for additional information.

**ATTACHMENT F**

This form is two (2) pages. If you choose to object, you must complete and return both pages.

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil No. 2:16-cv-12146
	)	
STATE OF MICHIGAN AND	)	
MICHIGAN DEPARTMENT	)	
OF CORRECTIONS,	)	
	)	
Defendants.	)	
	)	
	)	

**OBJECTION TO DETERMINATION OF INDIVIDUAL AWARD**

I have received a letter advising me of a preliminary determination regarding my eligibility for either a monetary award, consideration for priority transfer, or both, made under the Settlement Agreement entered by the Court in this case on [DATE OF ENTRY OF AGREEMENT]. I object to this preliminary determination for the reasons set out below.

**Part I. General Information**

Name:

\_\_\_\_\_  
Address:  
\_\_\_\_\_

\_\_\_\_\_  
Telephone:

\_\_\_\_\_  
Email Address:

Attorney's Name (if any):

\_\_\_\_\_  
Attorney's Address:  
\_\_\_\_\_

\_\_\_\_\_  
Attorney's Telephone:

\_\_\_\_\_  
Attorney's Email Address:

**ATTACHMENT F**

This form is two (2) pages. If you choose to object, you must complete and return both pages.

**Part II. Objection to the Preliminary Determination**

Reason for my objection:

---

---

---

---

---

You may use additional pages to explain the reason for your objection if necessary.

**YOU MUST ATTACH A COPY OF ANY DOCUMENTS YOU HAVE THAT SUPPORT YOUR OBJECTIONS.**

Are you requesting the opportunity for you (or your attorney if you have one) to state your objection in person at the Fairness Hearing on Individual Awards?

☐ Yes, I **am** requesting the opportunity to state my objection in person by speaking to the judge at the Fairness Hearing on Individual Awards.

☐ No, I **am not** requesting the opportunity to state my objection in person by speaking to the judge at the Fairness Hearing on Individual Awards.

The judge will still consider my objection based on the information on this form.

**You must send your objection to the United States by email to [Community.MichiganDOC@usdoj.gov](mailto:Community.MichiganDOC@usdoj.gov) (preferred) or by mail to the address provided in the instructions. Your objection must be postmarked or emailed by **[DATE 45 DAYS BEFORE FHII]**.**

I CERTIFY under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
Claimant Signature

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

\_\_\_\_\_  
Print Name

# ATTACHMENT G

**ATTACHMENT G**

**UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN**

**NOTICE OF INDIVIDUAL AWARD**

*A court approved this notice. This is not an advertisement from a lawyer.*

**1. Why did I get this notice?**

On [DATE COURT APPROVES INDIVIDUAL AWARDS LISTS], the Court approved a Final Monetary Relief Awards List and a Final Priority Transfer Claimant List pursuant to the Settlement Agreement entered by the Court in *United States of America v. State of Michigan and Michigan Department of Corrections*, Civil Action No.: 2:16-cv-12146 (E.D. Mich.). **You are receiving this Notice because the Court has determined that you should receive an individual award, consisting of money, consideration for priority transfer, or both.**

**2. What must I do to receive my individual award?**

To receive your individual award, you **must**:

- (a) Register for the State of Michigan SIGMA Vendor Self Service System at [www.michigan.gov/VSSlogin](http://www.michigan.gov/VSSlogin). You may choose to receive your award by electronic fund transfer (“EFT”) or by check through SIGMA.
- (b) Properly and completely fill out the enclosed Acceptance of Individual Award & Release of Claims form.
- (c) Return the completed Acceptance of Individual Award and Release of Claims form to the United States **no later than [45 DAYS AFTER COURT APPROVES LISTS]** either:
  - (i) By email to [Community.MichiganDOC@usdoj.gov](mailto:Community.MichiganDOC@usdoj.gov).
    - To avoid any possible mail delays, we prefer submission by email if possible.
    - You may access a PDF-fillable version of the Acceptance of Individual Award and Release of Claims form at [www.justice.gov/crt/MDOC](http://www.justice.gov/crt/MDOC).
    - If you scan your form, please make sure each page is clear and complete.
  - (ii) Or by U.S. mail to:

U.S. Department of Justice  
MDOC Settlement Team  
Civil Rights Division/ELS  
P.O. Box 14400  
Washington, DC 20044-4400



**ATTACHMENT G**

**UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN**

**NOTE:** In order to accept an individual award on behalf of a deceased claimant, you must also complete and return either:

- (1) For estates under \$15,000, an Affidavit of Decedent's Successor for Delivery of Certain Assets, available at:  
<https://courts.michigan.gov/Administration/SCAO/Forms/courtforms/pc598.pdf>; or
- (2) For estates over \$15,000, letters of authority from the States of Michigan.

If you have questions about probate proceedings, representatives for the United States cannot give you legal advice. You may wish to consult with an attorney of your own choosing and at your own expense. Additionally, the Michigan Legal Help Program offers resources at <https://michiganlegalhelp.org/self-help-tools/wills-and-life-planning>.

**3. What if I have questions?**

If you have any questions, you may consult with an attorney of your choosing and at your own expense, or you may contact the United States by telephone, toll-free, at 1-844-380-6167 or by email at [Community.MichiganDOC@usdoj.gov](mailto:Community.MichiganDOC@usdoj.gov). You may also consult [www.justice.gov/crt/MDOC](http://www.justice.gov/crt/MDOC) for additional information.

**4. What if my contact information changes?**

If your contact information changes at any time, please contact the United States at [Community.MichiganDOC@usdoj.gov](mailto:Community.MichiganDOC@usdoj.gov) or 1-844-380-6167. Otherwise, we may be unable to contact you about your individual award.

# ATTACHMENT H

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil No. 2:16-cv-12146
	)	
STATE OF MICHIGAN AND	)	
MICHIGAN DEPARTMENT	)	
OF CORRECTIONS,	)	
	)	
Defendants.	)	
	)	
	)	

**ACCEPTANCE OF INDIVIDUAL AWARD AND RELEASE OF CLAIMS**

I, [CLAIMANT'S NAME] (Claimant ID number: [CLAIMANT ID NUMBER]), have received notice of the individual award offered to me pursuant to the provisions of the Settlement Agreement entered by the Court on [DATE AGREEMENT ENTERED] in the above-named lawsuit.

***[If recipient is a Charging Party getting only a service award:]***

The **SERVICE AWARD** I am being offered consists of [\$5,000/\$10,000]. This award is based on my particular service in bringing this case because I filed a charge of discrimination with the Equal Employment Opportunity Commission. I understand that my service award will be reduced to make the appropriate withholdings for any amounts required to be withheld by law. I understand that my service award is considered taxable income and that my award will be reported as taxable income to the IRS on a Form 1099.

***[If recipient is a Charging Party getting both a service award and a monetary relief award:]***

The **TOTAL MONETARY AWARD** I am being offered is \_\_\_\_\_, which includes a service award and a monetary relief award.

The **SERVICE AWARD** I am being offered consists of [\$5,000/\$10,000]. This money is based on my particular service in bringing this case because I filed a charge of discrimination with the Equal Employment Opportunity Commission.

The **MONETARY RELIEF AWARD** I am being offered consists of approximately: [MONETARY AWARD] dollars (\$ \_\_\_\_\_), less required withholdings.

I understand that my total monetary award will be reduced to make the appropriate withholdings for any amounts required to be withheld by law. I understand that my total

monetary award is considered taxable income and that my award will be reported as taxable income to the IRS on a Form 1099. **I understand that the estimated amount of my monetary relief award may change depending on the number of claimants who accept their monetary relief awards and the number of charging parties who accept their service awards.**

***[If recipient is a non-Charging Party who is receiving monetary relief:]***

The **MONETARY RELIEF AWARD** I am being offered consists of approximately: [MONETARY AWARD] dollars (\$ \_\_\_\_\_), less required withholdings.

I understand that my monetary relief award will be reduced to make the appropriate withholdings for any amounts required to be withheld by law. I understand that my monetary relief award is considered taxable income and that my award will be reported as taxable income to the IRS on a Form 1099. **I understand that the estimated amount of my monetary relief award may change depending on the number of claimants and the number of charging parties accepting their service awards.**

***[Add the following paragraph when receiving priority transfer consideration:]***

The **PRIORITY TRANSFER CONSIDERATION** I am being offered includes consideration for one (1) of fifteen (15) priority transfers over the course of three (3) years. If I am seeking priority transfer consideration under the Settlement Agreement, I understand that I may not be offered a transfer out of Women's Huron Valley Correctional Facility ("WHV") even if I am found by the Court to be eligible for such relief. I understand that I must also meet the same conditions that are then in effect and required of all other corrections officers ("COs") seeking to transfer. I understand that Defendants will invite me to apply for a priority transfer during an upcoming seniority-based transfer period. I also understand that if there are more than 15 people eligible for priority transfer consideration, preference for the 15 priority transfers will be given to Charging Parties, in order of number of continuous service hours, then to non-Charging Parties, in order of number of continuous service hours.

In consideration for this award of the relief stated above, I fully and finally release the State of Michigan and the Michigan Department of Corrections and all prior and current elected and appointed officials thereof, and their employees, agents, attorneys, successors, and assigns from all legal and equitable claims based upon alleged discrimination on the basis of sex with respect to the designation of four CO assignments at WHV as "female-only" and the prohibition of female COs from transferring out of WHV since at least 2009, in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, *et seq.*, that were, or could have been, the subject of the above-described lawsuit, of which I am aware, or through the exercise of reasonable diligence could have been aware. The above-named lawsuit was resolved by entry of the Settlement Agreement by the Court on [DATE AGREEMENT ENTERED].

The release of claims contained herein is not conditioned on my receipt of any other award under the Settlement Agreement.

I understand that **I must properly and completely fill out this "Acceptance of Individual Award and Release of Claims" form and return it to the United States no later than [45 DAYS AFTER COURT APPROVES LISTS]** in order to receive my award.

**I HAVE READ AND UNDERSTAND THIS “ACCEPTANCE OF INDIVIDUAL AWARD AND RELEASE OF CLAIMS” FORM. I SIGN THIS FORM OF MY OWN FREE ACT AND DEED.**

**Do you accept the award?**

- ☐ **YES**, I accept the award. I have read and understand this “Acceptance of Individual Award and Release of Claims” form. I sign this form of my own free act and deed.
- ☐ **NO**, I **do not** accept the award.

Name: \_\_\_\_\_  
(first) (middle initial) (last)

\_\_\_\_\_  
Date Signed\*

\_\_\_\_\_  
Signature\* (*Electronic signature accepted*)

**Return this form no later than [45 DAYS AFTER COURT APPROVES LISTS] either:**

- |  |  |
|--|--|
| <p>(a) By email to:<br/><a href="mailto:Community.MichiganDOC@usdoj.gov">Community.MichiganDOC@usdoj.gov</a></p> <ul style="list-style-type: none"><li>• To avoid any possible mail delays, we prefer submission by email if possible.</li><li>• You may access a PDF-fillable version of this form at<br/><a href="http://www.justice.gov/crt/MDOC">www.justice.gov/crt/MDOC</a></li><li>• If you scan your form, please make sure each page is clear and complete.</li></ul> | <p>(b) Or by U.S. mail to:</p> <p>U.S. Department of Justice<br/>MDOC Settlement Team<br/>Civil Rights Division/ELS<br/>P.O. Box 14400<br/>Washington, DC 20044-4400</p> |
|--|--|