

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA**

UNITED STATES OF AMERICA,

Plaintiff,

v.

DEKALB COUNTY, GEORGIA

Defendant.

Civil Action No. \_\_\_\_\_

**SETTLEMENT AGREEMENT**

**I. INTRODUCTION**

This action was brought by Plaintiff United States of America (“United States”) against Defendant DeKalb County, Georgia (“County”) to enforce the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e, *et seq.*, as amended (“Title VII”), following receipt by the United States from the Equal Employment Opportunity Commission (“EEOC”) of a charge of discrimination filed by Cemetra Brooks against the County. This Court has jurisdiction over this action under 42 U.S.C. §2000e-5(f) and 28 U.S.C. §1345.

1. The complaint filed by the United States alleges the County retaliated against Ms. Brooks after she filed an internal sexual harassment complaint against her supervisor by extending her probationary period by three months and then by subsequently terminating her employment during the extended period.

2. The County denies it discriminated against Ms. Brooks in violation of Title VII or

violated Ms. Brooks' legal rights in any respect. The County specifically denies the allegations and claims included in the charge of discrimination filed by Ms. Brooks and this Settlement Agreement ("Agreement") is in compromise of claims and potential claims that are disputed, both as to liability and damages. Nevertheless, the United States and the County (collectively, "Parties"), desiring that this action be settled by this Agreement, and to avoid the burdens and risks of protracted litigation, agree to the jurisdiction of this Court over the Parties and the subject matter of this action. The Parties also agree that venue is proper in this district for the purposes of this Agreement and proceedings related to this Agreement only. This Agreement, being entered into with the consent of the United States and the County, shall in no way constitute an adjudication or finding on the merits of the case, nor be construed as an admission by the County or a finding of wrongdoing or violation of any applicable federal law or regulation. The Parties further agree that all statutory conditions precedent to the institution of the lawsuit have been fulfilled.

## II. FINDINGS

3. Having examined the terms and provisions of this Agreement, the Parties agree that:

- a. The Court has jurisdiction over the subject matter of this action and the Parties to this action.
- b. The terms and conditions of this Agreement are fair, reasonable, and just, and the rights of the Parties are protected adequately by this Agreement.
- c. This Agreement conforms with the Federal Rules of Civil Procedure and Title VII and is not in derogation of the rights and privileges of any person.

- d. The entry of this Agreement will further the objectives of Title VII and other applicable law, and will be in the best interests of the Parties.

In resolution of this action, the Parties hereby AGREE to the following:

### III. EQUITABLE RELIEF

4. The County, by and through its officials, agents, and employees, shall not engage in any act or practice, including sexual harassment, that discriminates against any employee or applicant on the basis of their protected status in violation of Title VII.

5. The County, by and through its officials, agents, and employees, shall not retaliate against, or in any way adversely affect, the terms and conditions of employment of any person because that person has opposed any practice made unlawful by Title VII, filed a charge with the EEOC, or testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under Title VII, this case, or this Agreement.

6. Within forty-five (45) days of the entry of this Agreement, the County shall submit to the United States, for review and approval, copies of its written anti-discrimination and retaliation policies, including its procedures for reporting employee complaints of discrimination and retaliation. If the County does not currently have a policy on any of these matters, the County shall draft a policy on such matter and then submit it for review and approval within the same time period for current policies. If the United States has any objection to the County's submitted policies, the United States will so notify the County in writing within thirty (30) days of receipt of the submitted policies. While the United States generally will not withhold its approval of the County's policies, absent good cause, such approval may be subject to suggested revisions to the submitted policies. Regarding any timely made objections by the United States,

the Parties agree to make a good faith effort to confer regarding any disagreements concerning the submitted policies prior to initiating the dispute resolution provisions of Paragraph 17.

7. Within thirty (30) days from the date that the United States has notified the County of its approval of these policies and they have been finalized, the County shall disseminate the finalized policies among all of its employees, supervisors, and officials in such manner that is most effective and practicable. In addition, the County shall ensure each new employee hired receives a copy of the approved policies at the time of the new employee's hire. The County shall require all employees, current and new, to acknowledge that he or she has read and understands such policies, and such acknowledgments shall be maintained in the employee's personnel file.

8. Within 180 days from the date of entry of this Agreement, the County, at its own cost, shall provide live mandatory training (in person or virtually via the Internet) on prohibited employment practices under Title VII, and on the County's anti-discrimination and retaliation policies as developed or revised under this Agreement, to all supervisory employees and managers in the County's Facilities Management Department, provided, however, that the County may, on a case by case basis, provide training via duplicate video recording to accommodate staffing needs and special circumstances making live training infeasible or impractical (such as where a person is unavailable due to pre-scheduled leave or work travel). The training shall, at a minimum, include an explanation of those policies and the mechanism for reporting complaints of discrimination, including harassment and retaliation, and shall specifically discuss the responsibilities of supervisors to report and investigate discrimination complaints, including harassment and retaliation. At least thirty (30) days before the mandatory

training under this Agreement is conducted, the County shall submit to the United States, for review and approval, the training materials to be used. If the United States has any objection to the County's proposed training program, including the materials or the proposed trainer, the United States will so notify the County in writing within thirty (30) days of receipt of the proposed training program and materials. While the United States generally will not withhold its approval of the County's training materials, absent good cause, such approval may be subject to suggested revisions to the training materials. Regarding any timely made objections by the United States, the Parties agree to make a good faith effort to confer regarding any disagreements concerning the training program, materials, or trainer prior to initiating the dispute resolution provisions of Paragraph 17.

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

10. The County shall retain during the term of this Agreement all documents, in paper or electronic form (including electronic mail), that come into its possession that are related to internal or external complaints of discrimination made by employees of the County's Facilities Management Department. Within thirty (30) days of the date of entry of this Agreement and every four months thereafter during the term of this Agreement, the County shall provide the United States with copies of all such pending complaints and shall also report to the United States in writing any action taken by the County on such complaints.

11. The County shall permit the United States to review compliance with this

Agreement at any time. As part of that review, the County shall provide copies of any documents and information relevant to its compliance with this Agreement upon the request of the United States.

12. To the extent practicable, the County may comply with any or all of the provisions of the above paragraphs by electronic means at its discretion.

#### IV. INDIVIDUAL RELIEF FOR MS. BROOKS

13. Without admitting the allegations in the United States' Complaint, and in settlement of the claims of the United States for relief on behalf of Ms. Brooks, who, by providing the Parties her signed release of claims against the County that is attached to this Agreement, accepts the relief to be given her under this Agreement, the County shall provide Ms. Brooks the following individual relief as set forth in the paragraphs below.

14. Within fifteen business days of the date of entry of this Agreement (or, if later, within fifteen business days of the date the County receives an executed original of Ms. Brooks' attached release of claims against the County, along with completed W-4 and W-9 forms from Ms. Brooks and a completed W-9 form from the Law Offices of Harry Daniels), the County shall pay Ms. Brooks a total gross monetary amount of \$190,000, of which \$41,000 represents back pay and \$149,000 represents alleged compensatory damages. From the \$41,000 attributable to back pay, the County shall withhold all appropriate income tax withholdings and statutory deductions, and shall separately pay its portion of any Social Security tax and other applicable federal, state and local employer-side taxes due on the \$41,000 and shall not deduct its portion of such taxes from the amount paid to Ms. Brooks. The County shall pay all such withheld monies to the appropriate governmental agencies and shall issue Ms. Brooks the appropriate Internal

Revenue Service tax forms on or before the date it is required by law to do so. Regarding the \$149,000 attributable to alleged compensatory damages, that amount shall be paid to Ms. Brooks and her attorneys in full without any withholdings taken out, and the County shall issue Ms. Brooks and/or her attorneys appropriate 1099 tax forms for that amount.

15. The County shall pay the above-referenced \$41,000 gross back pay amount by check made payable to “Cemetra Brooks” and shall pay the above-referenced \$149,000 amount for alleged compensatory damages by check made payable to “Law Offices of Harry M. Daniels and Cemetra Brooks” and shall send both checks to the following address:

Law Offices of Harry M. Daniels  
233 Peachtree Street, NE, Suite 1200  
Atlanta, Georgia 30303

Within ten (10) days of the County’s sending payment to the address above, the County shall provide documentary evidence of having paid her by sending the United States a photocopy of the checks.

16. The County shall provide, through its Human Resources and Merit System Director, neutral employment references for Ms. Brooks that state no more than her dates of employment, her last job title, her wage/income history, and that she is eligible for rehire with DeKalb, when communicating with prospective employers or any third party seeking a reference for her from DeKalb County’s Human Resources Director. Within fifteen (15) days of the date of entry of this Agreement, the County shall provide Ms. Brooks a letter of reference on County letterhead for her personal use that contains this same information. Such neutral employment references, whether oral or in writing, shall not include any disparaging remarks about Ms. Brooks, make any reference to Ms. Brooks’ or the United States’ claims against the County, or

that Ms. Brooks was terminated from her employment with the County. The Parties agree the County's lawful provision of public records in response to a request for public records under the Georgia Open Records Act shall not be deemed a violation of this Agreement.

#### V. DISPUTE RESOLUTION

17. The Parties shall attempt to resolve informally any disputes that may arise under this Agreement. If the United States and the County are unable to reach agreement after informally seeking to resolve a dispute, the issue may be submitted by either party to the Court for resolution upon at least thirty (30) days' written notice to the other party.

#### VI. CONTACTS FOR THE PARTIES

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

Louis Whitsett  
Senior Trial Attorney  
Employment Litigation Section  
Civil Rights Division  
U.S. Department of Justice  
4 Constitution Square  
150 M Street, NE, 9th floor, Room 1138  
Washington, D.C. 20002  
Louis.Whitsett@usdoj.gov

19. All documents required to be delivered under this Agreement to the County shall be sent to the following address:

Ann Schildhammer, Esquire  
Taylor English Duma LLP  
1600 Parkwood Circle, Suite 200  
Atlanta, Georgia 30339  
aschildhammer@taylorenghish.com



VII. JURISDICTION OF THE COURT

20. The Parties agree to the Court retaining jurisdiction over this Agreement for the purpose of resolving any disputes or entering any orders that may be necessary to implement the relief provided in the Agreement. At the end of eighteen (18) months from the date of entry of this Agreement, without further order of the Court, this Agreement shall be automatically dissolved, and this action shall be dismissed with prejudice.

VIII. GENERAL PROVISIONS

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

IX. EFFECTIVE DATE

22. The effective date of this Agreement shall be the date it is entered by this Court.

DATED and ENTERED this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
UNITED STATES DISTRICT JUDGE

Agreed and consented to on behalf of the Parties, June 2, 2022:

For Plaintiff United States of America:

KRISTEN CLARKE  
Assistant Attorney General  
Civil Rights Division  
By:

KAREN D. WOODARD (MD Bar [no number issued])  
Chief

/s/ John Buchko  
\_\_\_\_\_  
JOHN BUCHKO (DC Bar No. 452745)  
Deputy Chief

/s/ Louis Whitsett

LOUIS WHITSETT (DC Bar No. 257626)  
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For Defendant DeKalb County, Georgia:

/s/ Ann Schildhammer

ANN SCHILDHAMMER (GA Bar No. 600290)  
Taylor English Duma LLP  
1600 Parkwood Circle, Suite 200  
Atlanta, Georgia 30339  
Telephone: (678) 336-7298  
Email: aschildhammer@taylorenghish.com

## RELEASE

I, Cemetra Brooks, for and in consideration of accepting the relief to be provided to me under the provisions of the Settlement Agreement entered in United States v. DeKalb County, Georgia (N.D. Ga.), hereby release and discharge DeKalb County, Georgia, and its current, former, and future officials, employees and agents from all legal and equitable claims for monetary and/or non-monetary relief (including, but not limited to, any claims for attorneys' fees) which have been or could have been asserted in the charge of discrimination that I filed with the Equal Employment Opportunity Commission (Charge No. 410-2018-09411, as amended), or in any lawsuit related to my past employment with DeKalb County.

I understand that the relief to be given to me does not constitute an admission by the County of the validity of any claim raised by me, or on my behalf, and that the County specifically denies that it violated my legal rights in any respect.

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

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

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

Signed this 9th day of May, 2022.



Cemetra Brooks