

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

JANE DOE I, JANE DOE II and JANE
DOE III,
c/o O'Donoghue & O'Donoghue
4748 Wisconsin Avenue, N.W.
Washington, D.C. 20016
Plaintiffs,

Civil Action No. 02-2338 (RMU)

UNITED STATES OF AMERICA,
Plaintiff-Intervenor,

v.

DISTRICT OF COLUMBIA, *et al.*,
Defendants.

SETTLEMENT AGREEMENT

This action was brought by Jane Doe I, Jane Doe II and Jane Doe III (the "Jane Does"), and by the United States against the District of Columbia (hereinafter referred to as "the District") 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"). In its complaint in intervention, the United States alleges that defendant District of Columbia (the "District"), through its Fire and Emergency Medical Services Department ("Fire Department"), has discriminated against the Jane Does and other similarly-situated women on the basis of their sex in violation of Section 703(a) of Title VII, 42 U.S.C. § 2000e-2(a), among other ways, by:

- (1) subjecting the Jane Does and other female applicants for Emergency Medical Technician (“EMT”) positions in the Fire Department to a pre-employment pregnancy test;
- (2) conditioning offers of employment to the Jane Does and other female applicants for EMT positions in the Fire Department upon a negative result of the pregnancy test;
- (3) subjecting the Jane Does and other female EMTs in the Fire Department to employment discrimination based on their sex, which adversely affected the terms, conditions, and privileges of their employment and included advising them (explicitly and implicitly) through a management official or officials of the District that, if during their probationary periods they were or became pregnant, they were at risk of losing their jobs; and
- (4) failing or refusing to take appropriate action to remedy the effects of the discrimination.

As noted below, the District on April 21, 2005 filed a Notice of Offer of Judgment.

The United States and the District, desiring that this action be settled by appropriate settlement agreement and without the burden of protracted litigation, agree to this Settlement Agreement, and to the jurisdiction of this Court over the parties and the subject matter of this action, as final and binding between themselves as to the issues raised in the complaint filed by the United States in this case and the matters resolved in this Settlement Agreement (“Agreement”).

A. GENERAL PROVISIONS

1. The District, by and through its officials, agents, employees, and all persons in active concert or participation with the District in the performance of employment or personnel functions, agree that federal law prohibits the District from engaging in any act or practice that unlawfully discriminates against any employee of, or applicant for employment with, the Fire Department because of that individual's pregnancy status.

2. The District agrees that federal law prohibits the District from retaliating against or in any respect adversely affecting any of the Jane Does or any other person because that person has opposed allegedly discriminatory policies or practices, has filed a charge with the United States Equal Employment Opportunity Commission ("EEOC"), or because of that person's participation in or cooperation with the initiation, investigation, litigation or administration of this case.

3. Any and all claims or counter-claims the District or its current or former employees have against any of the Jane Does shall be released.

4. The District has implemented and adopted nondiscriminatory employment policies that the Department of Justice's Office of Justice Programs approved in order to address the intervenors' allegations set forth in paragraphs number 1 and 2. The District agrees that its policy is to reasonably accommodate the pregnancies of female employees in the Fire Department.

5. The District shall provide training, as developed by the Fire Department, on the rights of pregnant employees and applicants pursuant to the Pregnancy Discrimination Act of 1978 and

Title VII of the Civil Rights Act of 1964 to all Fire and Emergency Medical Services personnel who are involved in the hiring, evaluation, and disciplining of employees in the Fire Department. A description of such training shall be submitted to the United States within one hundred and twenty (120) days from the date of entry of this Agreement for the United States' review, comment, and determination that such training is acceptable. Such training shall be completed within one (1) year from the date of entry of this Agreement. The District shall provide verification of the completion of this training to the United States within thirty (30) days of its completion.

B. SPECIFIC RELIEF

In settlement of the complaints filed against it, the District stipulates and agrees to the following:

6. On April 21, 2005, pursuant to Rule 68 of the Federal Rules of Civil Procedure, the District filed with the United States District Court for the District of Columbia ("District Court") a Notice of Offer of Judgment in the amount of \$101,000 plus reasonable attorneys fees for each of the Jane Does.

7. An express and material term of the Offer of Judgment was that "each defendant denies culpability and/or liability for or upon any and all claims asserted."

8. On May 6, 2005, each of the Jane Does filed with the District Court a separate notice that she accepted the District's Offer of Judgment.

9. Therefore, the District agrees to compensate each of the Jane Does as provided in the Offer of Judgment unless otherwise modified by agreement of plaintiffs and the District.

C. RECORD-KEEPING AND REPORTING

10. The District shall retain during the life of this Agreement all records reasonably necessary to document the implementation of this Agreement. The District shall furnish records and documents demonstrating its compliance with the implementation of this Agreement to the United States within sixty (60) days of any written request to the District.

11. The District shall provide written notice to the United States of any disciplinary or other adverse employment action taken against any of the Jane Does during the life of this Agreement promptly after such action is taken. The United States shall have the right to inspect and copy all documents related to such action upon reasonable notice to the District without further order of the Court.

12. The District shall comply with the record-keeping requirements of Title VII as set forth in the regulation 29 C.F.R. § 1602.31. The Fire Department shall retain all records that come into its possession relating to complaints or charges of employment discrimination based on pregnancy filed against the District or its employees, agents or representatives with respect to the Fire Department: (a) through the Fire Department's internal grievance procedure; (b) with the EEOC; or (c) through or with any other federal, state or local agency authorized to receive such complaints. Beginning on October 1, 2005, the District shall on a quarterly basis provide to the United States copies of such complaints or charges received during the preceding three (3) month period, thirty (30) days after the conclusion of such period. In addition, the United States shall have the right to inspect and copy all documents related to such complaints or charges upon reasonable notice to the District as is currently provided by federal law.

13. All documents required to be provided by the District to the United States under this Agreement shall be sent to the following address: Chief, Employment Litigation Section, Civil Rights Division, U.S. Department of Justice, 950 Pennsylvania Avenue, N.W., Patrick Henry Building, Room 4500, Washington, DC 20530.

14. This Agreement shall remain in effect for a period of three years from the date of its entry, and this Agreement shall be dissolved and this action shall be dismissed at the end of such three-year period without any further order of the Court.

15. DOJ and the District shall bear their own costs and expenses, including attorney's fees.

16. The parties shall attempt to resolve informally any dispute that may occur under this Agreement. If the parties are unable expeditiously to resolve an issue, either party may move the Court for enforcement of the settlement agreement once the party contending that a violation has occurred has first provided thirty (30) days written notice and an opportunity to cure any violation. Subject to the terms above, only the parties to this agreement may take action to enforce compliance with the terms of this Agreement. Subject to the terms above, the appropriate action to resolve such disputes shall be a motion to compel compliance. The Court shall resolve any disputes that may arise between the parties under it and enter such orders as may be appropriate to enforce the terms of this Agreement.

DONE AND ORDERED this ____ day of _____, 2005.

RICARDO M. URBINA
UNITED STATES DISTRICT JUDGE

Agreed and Consented To:

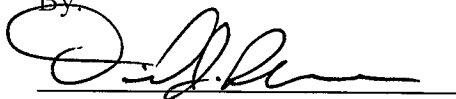
On behalf of Plaintiff-Intervenor,
United States of America:

BRADLEY J. SCHLOZMAN
Acting Assistant Attorney General
Civil Rights Division

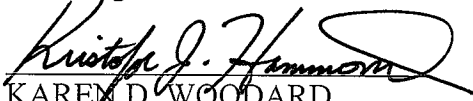
On behalf of Defendant
District of Columbia:

ROBERT J. SPAGNOLETTI,
Attorney General for the District of
Columbia

By:

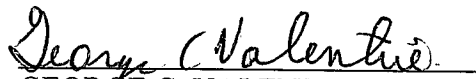


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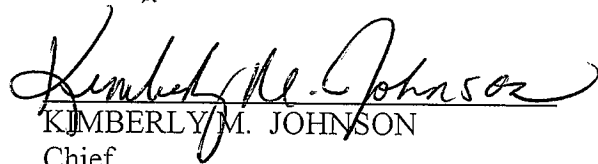


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