

**UNITED STATES DISTRICT COURT  
DISTRICT OF NORTH DAKOTA**

SUZANNE L. HALVERSON,

Plaintiff,

v.

GRAND FORKS COUNTY,  
NORTH DAKOTA,

Defendant.

Civil Action No. 2:09-cv-00008-RRE-KKK

**CONSENT DECREE**

This matter is before the Court for entry of judgment by consent of the parties to effectuate a compromise and settlement of all claims which have been or could have been made by the plaintiff against the defendant in the above-captioned case.

1. Plaintiff Suzanne L. Halverson (“Halverson”) commenced this action in the United States District Court for the District of North Dakota, alleging that defendant Grand Forks County, North Dakota (“Grand Forks County”) violated the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. § 4301 *et seq.* (“USERRA”), by taking into consideration Halverson’s military service obligations when it denied her a promotion to a permanent juvenile detention officer position in the Grand Forks County Correctional Center (“County Correctional Center”).

2. Grand Forks County denies that it has violated USERRA. Nevertheless, as a result of settlement discussions, Halverson and Grand Forks (collectively, the “Parties”) have resolved their dispute and have agreed that this action should be resolved by entry of this

Consent Decree (“Decree”). It is the intent of the Parties that this Decree be a final and binding settlement in full disposition of any and all claims which have been or could have been asserted in the Complaint filed in this action. By Halverson’s signature to both this Decree and the “Release of all Claims” attached hereto as Appendix A, Halverson accepts the terms of this Decree.

**STIPULATIONS**

3. The Parties acknowledge the jurisdiction of the United States District Court for the District of North Dakota over the subject matter of this action and of the Parties to this action for the purpose of entering and, if necessary, enforcing this Decree.

4. Venue is proper in this district for purposes of entering this Decree and any proceedings related to this Decree. While denying any and all wrongdoing alleged in the Complaint, and without constituting an admission of liability, Grand Forks County agrees that all conditions precedent to the institution of this action have been fulfilled.

**FINDINGS**

5. Having examined the provisions of this Decree, the Court finds the following:
- a. The Court has jurisdiction over the subject matter of this action and the Parties to this action.
  - b. The terms and provisions of this Decree are lawful, fair, reasonable and just. The rights of the Parties are adequately protected by this Decree.
  - c. This Decree conforms with the Federal Rules of Civil Procedure and USERRA, and is not in derogation of the rights and privileges of any person. The entry of the Decree is in the best interest of the Parties.

**NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED  
AS FOLLOWS:**

**NON-ADMISSION**

6. This Decree is being entered with the consent of the Parties, and shall not constitute an adjudication or finding on the merits of the action or be construed as an admission by Grand Forks County of any violations of USERRA.

**NON-RETALIATION**

7. Grand Forks County shall not take any action against any person, including but not limited to Halverson, that constitutes a violation of such person's rights under USERRA.

**REMEDIAL RELIEF**

8. Grand Forks County shall, within ten (10) days from the date of entry of this Decree, pay Halverson by certified check a total of \$20,000.00, less the required employee withholdings and contributions as required by law. Grand Forks County shall pay all monies withheld to the appropriate governmental agencies. Grand Forks County shall also separately pay the appropriate employer's contribution to the Social Security fund due on the \$20,000.00, *i.e.*, the employer's contribution shall not be deducted from the \$20,000.00. Grand Forks County shall mail the certified check to Halverson at the following address:

Suzanne L. Halverson  
605 Park Drive  
Manvel, ND 58256

9. Within fourteen (14) days from the date of entry of this Decree, Grand Forks shall remove from all personnel records maintained by Grand Forks County and its agencies any records, correspondence, notes or other documents regarding any discipline or proposed

discipline of Halverson based on her absence for military service or any evaluation, decisionmaking, promotion or non-promotion based on Halverson's military service. Such removed material shall be separated from the personnel records maintained by Grand Forks and its agencies and placed in a separate envelope, paper or electronic file folder and marked SEALED BY COURT ORDER. Such removed and separated material shall not be made available to any person or entity without notice to the Parties and application to the Court. Grand Forks shall not consider any such prior discipline or proposed discipline based on Halverson's absence for military service or any evaluation, decisionmaking, promotion or non-promotion based on Halverson's military service in any future disciplinary or employment decisions involving Halverson. Grand Forks County asserts that it has no documents which fall in the category of documents specified in this paragraph. Without such action being construed as any admission of liability or wrongdoing, Grand Forks County agrees to place under seal as specified in this paragraph a letter dated January 29, 2007 from Grand Forks County Juvenile Detention Center administrator Bridgie Hansen to Ms. Halverson.

10. The Parties acknowledge that since June 2008, although Halverson has been listed in Grand Forks County records as employee of the County, Halverson has not worked any shifts at the County Correctional Center. Nevertheless, upon entry of this Consent Decree, Halverson's employment with Grand Forks County shall be ended. Such termination shall be deemed a voluntary resignation by both parties, and Halverson shall be free to apply for any Grand Forks County positions that may be available to the public in the future. Should such future job openings arise, and should Halverson apply for a job with Grand Forks County in the future, Halverson shall be treated in all respects fairly, given the same consideration as any other person

applying for such position, and Grand Forks County shall not adversely consider Halverson's military service or her assertion of her rights under USERRA, including this action, in considering Halverson for such position.

11. Within fourteen (14) days of compliance with paragraphs eight (8), nine (9) and ten (10) of this Decree, Grand Forks shall provide written confirmation of its compliance to the following counsel for Halverson by facsimile and overnight delivery service to:

Chief  
Employment Litigation Section  
Civil Rights Division, PHB  
601 'D' Street, N.W., Fourth Floor  
Washington, D.C. 20530  
Facsimile: (202) 514-1005

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

12. The entry of this Decree constitutes the entry of final judgment within the meaning of Rule 54 of the Federal Rules of Civil Procedure on all claims asserted in or that could have been asserted by Halverson in this action. The Court, however, shall retain jurisdiction over this action and shall have all available equitable powers, including injunctive relief, to enforce this Decree.

13. In the event of a dispute, the Parties shall give notice to each other fifteen (15) days before seeking resolution of the dispute by the Court. The Parties shall engage in good faith efforts to resolve any dispute regarding this Decree, and may conduct expedited discovery under the Federal Rules of Civil Procedure for the purpose of determining compliance with this Decree.

**EXPIRATION OF THIS DECREE**

14. With the exception of the sealing of the records described in paragraph ten (10) of this Decree, this Decree shall expire and this action shall be dismissed, without further order of this Court, six (6) months from the date of entry hereof. Either Party may seek an extension of the expiration date of the Decree for good cause shown.

**MISCELLANEOUS**

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

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

17. The terms of this Decree are and shall be binding upon the heirs, successors, and assigns of Halverson and upon the present and future elected and appointed officials, officers, directors, employees, agents, representatives, successors, and assigns of Grand Forks County.

18. This Decree constitutes the entire agreement and commitments of the Parties. Any modifications to this Decree must be mutually agreed upon and memorialized in writing signed by Halverson and Grand Forks.

19. The effective date of this Decree shall be the date upon which it is entered by the Court.

APPROVED and ORDERED this 22nd day of April, 2009.

/s/ Ralph R. Erickson  
RALPH R. ERICKSON  
UNITED STATES DISTRICT JUDGE

Agreed and Consented to by and on behalf of Plaintiff:

          /S/ Suzanne Halverson  
SUZANNE L. HALVERSON  
Plaintiff

          /S/ John M. Gadzichowski  
JOHN M. GADZICHOWSKI  
(WI Bar No. 1014294)  
Chief

          /S/ Jodi Danis, /S/ Joseph J. Sperber IV  
JODI B. DANIS  
(DC Bar No. 453493)  
Deputy Chief  
JOSEPH J. SPERBER IV  
(NY Bar No. 2662526)  
Trial Attorney  
U.S. Department of Justice  
Civil Rights Division, PHB  
Employment Litigation Section  
950 Pennsylvania Avenue, NW  
Washington, D.C. 20530  
Telephone: (202) 514-8138  
Facsimile: (202) 514-1005  
Email: joseph.sperber@usdoj.gov

DREW WRIGLEY  
United States Attorney

          /S/ Shon Hastings  
SHON HASTINGS  
(ND Bar Board ID No. 05084)  
Assistant United States Attorney  
Quentin N. Burdick United States Courthouse  
655 First Avenue North - Suite 250  
Fargo, ND 58102-4932  
Telephone: (701) 297-7400  
Attorneys for Plaintiff Suzanne L. Halverson

Agreed and Consented to on behalf of Defendant:

          /S/ Ronald F. Fischer

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RONALD F. FISCHER  
(ND Bar Board ID No. 03707)  
Pearson Christensen & Clapp, PLLP  
24 North 4th Street  
Grand Forks, North Dakota 58203  
Telephone: (701) 775-0521  
Facsimile: (701) 775-0524  
Email: rfischer@grandforkslaw.com

          /S/ Peter Welte

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PETER WELTE  
(ND Bar Board ID No. 05403)  
Grand Forks County State's Attorney  
124 South 4th Street  
Grand Forks, ND 58201  
Telephone: (701) 780-8281  
Facsimile: (701) 780-8402  
E-mail: Peter.Welte@gfcounty.com  
Attorneys for Defendant Grand Forks County, North Dakota

**APPENDIX A**

**INDIVIDUAL RELIEF AND RELEASE OF CLAIMS**

For and in consideration of the acceptance of all or any part of the relief offered to me by Grand Forks County, North Dakota, pursuant to the provisions of the Consent Decree (“Decree”) entered by the United States District Judge in Suzanne L. Halverson v. Grand Forks County, North Dakota, I, Suzanne L. Halverson, forever releases and discharges Grand Forks County and all current, former and future insurers, the North Dakota Insurance Reserve Fund, agents, employees, officials, designees, predecessors and successors in interest of Grand Forks County from all legal, statutory and equitable claims, which have been or could have been asserted in the Complaint filed in the above-captioned civil action, Department of Labor USERRA Case Number ND-2007-00002-20-D.

I understand that the relief to be given to me does not constitute an admission by Grand Forks County of the validity of any claim raised by me or on my behalf, nor does it constitute a finding of any wrongdoing or liability under applicable federal law or regulation.

This release and the Decree submitted by the parties in this case constitutes the entire agreement between Grand Forks County and me, without exception or exclusion.

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

Signed this 21 day of April, 2009.

/S/ Suzanne Halverson  
Signature

Subscribed and sworn to before me this  
21 day of April, 2009.

/S/ Michael L. Kvislen  
Notary Public, State of North Dakota

My Commission expires: July 8, 2010