

FILED
U.S. DISTRICT COURT
DISTRICT OF MARYLAND

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND 2014 MAY 30 P 2:45
BALTIMORE DIVISION

KRISTY LYNN MURPHY-TAYLOR, et al.,)
)
 Plaintiffs,)
)
 and)
)
 UNITED STATES OF AMERICA,)
)
 Plaintiff-Intervenor,)
 v.)
)
 JOHN DENNIS HOFMANN , et al.,)
)
 Defendants.)

CLERK'S OFFICE
AT BALTIMORE

BY _____ DEPUTY

Case No. 1:12-cv-02521-ELH

CONSENT DECREE BETWEEN PLAINTIFFS, PLAINTIFF-INTERVENOR UNITED STATES, AND DEFENDANT QUEEN ANNE'S COUNTY

I. INTRODUCTION

1. This action comes before this Court upon the filing of a Complaint by Plaintiffs Kristy Murphy-Taylor and her husband Donald Taylor (collectively "Plaintiffs") in August 2012. Plaintiffs filed an amended complaint on December 12, 2012, against Defendants John Dennis Hofmann, Major James Williams, Sheriff R. Gery Hofmann ("Sheriff Hofmann"), Queen Anne's County ("County"), and the State of Maryland, alleging, among other claims under state and federal law, that Defendants discriminated against Ms. Murphy-Taylor on the basis of her sex, by maintaining a hostile work environment, and retaliated against her for engaging in protected activity in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, *et seq.*, as

amended ("Title VII"). Plaintiffs subsequently filed a second amended complaint on December 2, 2013.

2. On February 12, 2013, the United States of America ("United States" or "Plaintiff-Intervenor") moved to intervene in this action, intervention was granted, and the United States' Complaint in Intervention was filed in this action on March 4, 2013. The United States' Complaint in Intervention alleges violations of Title VII against the State of Maryland, Queen Anne's County, and Sheriff Hofmann, in his official capacity, for discriminating against Ms. Murphy-Taylor on the basis of her sex by maintaining a hostile work environment and for retaliating against her for engaging in protected activity in violation of Section 703(a) and Section 704(a) of Title VII, 42 U.S.C. § 2000e-2(a) and 42 U.S.C. § 2000e-3(a).

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

4. Plaintiffs, the United States, and Defendant County, desiring that this action be settled by an appropriate Consent Decree ("Decree") and without the burden and risks of protracted litigation, agree to the jurisdiction of this Court over the parties and the subject matter of this action. Plaintiffs, the United States, and Defendant County also hereby waive, for purposes of this Decree only, hearings and findings of fact and conclusions of law on all issues, including the liability alleged under Title VII and/or 42 U.S.C. §1983, and further agree to the entry of this Decree as final and binding between them with regard to the issues raised in the Complaints filed by private Plaintiffs and by the United States in this case. Plaintiffs and the United States also agree to dismiss all front and back pay claims, except for the portion of these claims relating to creditable service for pension purposes, against the Defendants John Dennis

Hofmann; Major James Williams, in his individual and official capacities; Sheriff Hofmann, in his individual and official capacities; and the State of Maryland.

5. This Decree, being entered into with the consent of the parties shall not constitute an adjudication or finding on the merits of the case.

6. In resolution of this action, the parties hereby AGREE to, and the Court expressly APPROVES, ENTERS and ORDERS, the following:

II. PARTIES AND DEFINITIONS

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

8. "Entry" of the Decree refers to the date that the Clerk of Court enters this Decree.

9. "Defendant" refers only to Queen Anne's County, and includes its current, former and future agents, employees, officials, designees, and successors in interest.

10. "Parties" refers collectively to Plaintiffs Kristy Murphy-Taylor and Donald Taylor, the United States of America by the Department of Justice ("United States"), and Defendant Queen Anne's County.

11. "Sheriff's Office" ("Sheriff's Office") refers to the former workplace of Plaintiff Kristy Murphy-Taylor. The Sheriff's Office is mentioned as the relevant workplace throughout this decree, but it is not a legally separate entity from Sheriff Hofmann, in his official capacity.

12. "Sex discrimination" includes disparate treatment and unlawful harassment based on sex.

III. GENERAL INJUNCTIVE RELIEF

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

functions, shall not engage in any act or practice that discriminates against any employee or applicant on the basis of sex in violation of Title VII.

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

IV. DEVELOPMENT AND REVISION OF RELEVANT COUNTY POLICIES

15. Within one hundred and twenty days (120) days from the date of entry of this Decree, Defendant shall review and, to the extent necessary, adopt or amend written policies and procedures that concern leave and leave-based termination, including medical/injury leave and leave without pay policies, affecting all County employees and the employees of all budgeted for departments and offices, including the Sheriff's Office. The policies as amended and/or newly written will identify by job title the person or persons within the County's Department of Human Resources and/or other County department who will provide information concerning and oversight of the policies implemented. Defendant shall present to the United States for its review and approval a draft of the proposed new or revised policies fourteen (14) days prior to their adoption. Any disagreement between the United States and the Defendant regarding the language of the proposed policies may be resolved as outlined in Paragraph 26.

16. Within one hundred and twenty days (120) days from the date of entry of this Decree, Defendant shall review and, to the extent necessary, adopt or amend written policies and

procedures concerning nepotism, currently codified as Queen Anne's County Human Resources Ordinance § 27-23. The policies as amended or as newly written will apply to all County employees and to the elected and appointed officials, officers, and employees of all budgeted for departments, including the Sheriff's Office. The policies as amended or as newly written will require oversight of implementation and enforcement by the County's Department of Human Resources. Defendant shall present to the United States for its review and approval a draft of the proposed new or revised policies fourteen (14) days prior to their adoption. Any disagreement between the United States and the Defendant regarding the language of the proposed policies may be resolved as outlined in Paragraph 26.

17. Within ten (10) days from the date upon which Defendant adopts or amends the written policies and procedures set forth in Paragraphs 15-16, Defendant shall take the following steps:

- (a) Defendant shall distribute copies of such policies and procedures to all employees, supervisors and agents of the Sheriff's Office, and to any manager, supervisor, or human resources personnel (without regard to whether they work in the Sheriff's Office) involved in receiving or responding to complaints of discrimination or otherwise providing oversight for the enforcement of these policies, and shall provide a copy to the United States. Each individual (other than the United States) who receives a copy shall sign an acknowledgment that it has been received and read. The signed acknowledgment by each employee shall be placed in the employee's personnel file, and the signed acknowledgment by each supervisor or human resources personnel also shall be maintained by the County's Department of Human Resources.

- (b) Defendant shall publicize such policies and procedures by, *inter alia*, posting them in all buildings and facilities used for posting EEO information in effect for the Sheriff's Office by email to all employees of and/or working in the Sheriff's Office, and on any internet or intranet website used for posting notices or policy changes for or concerning policies in effect for the Sheriff's Office.
- (c) Defendant shall ensure that each new employee, supervisor, or human resources personnel (as described in Subparagraph (a)) receives a copy of the written policies and procedures at the time of the new employee's hire or at the time of the supervisor's selection or appointment. Each new employee, supervisor, or human resources personnel shall sign an acknowledgment that she or he has read and understands such policies and procedures. The signed acknowledgment by a new employee shall be placed in the employee's personnel file, and the signed acknowledgment by a new supervisor or human resources personnel also shall be maintained by the County's Department of Human Resources.

V. COUNTY ROLE IN RELEVANT OFFICE OF THE SHERIFF'S OF QUEEN ANNE'S COUNTY PERSONNEL POLICIES

18. Defendant agrees that if written policies and procedures that prohibit discrimination on the basis of sex and retaliation in effect for the Sheriff's Office are amended, it would agree to effectuate any provision which sets forth any of the following procedures:

- (a) An employee or potential employee of and/or any individual holding a position of employment in the Sheriff's Office may make a complaint of discrimination based on sex or retaliation to the County's Department of Human Resources.

- (b) When a complaint is made to the County's Department of Human Resources or referred to the County's Department of Human Resources, it will: (1) notify the Sheriff that a complaint has been received and explain the basis of the complaint and refer the complaint to a designated State Human Resources representative, Equal Employment Opportunity ("EEO") Officer, or other State employee; (2) provide the complaint no later than two (2) business days from its receipt to the outside independent legal counsel retained by the County to conduct objective fact-finding investigations based on sex discrimination or retaliation; (3) ensure that the investigation conducted by the outside independent legal counsel is promptly completed and that the results and recommendations of the investigator are provided to the County's Department of Human Resources in a timely manner, and no later than thirty-five (35) days from the date the complaint is received by the investigator so that the Sheriff can respond to the complaining party in writing; and (4) refer the complaint and the results of the investigation to a designated State Human Resources representative, EEO Officer, or other State employee.

VI. TRAINING

19. Within one-hundred and fifty (150) days after entry of the Consent Decree, Defendant, at its own cost, will provide training as set forth below:

- (a) Defendant shall provide training to all non-supervisory employees of and/or working in the Sheriff's Office regarding the new policies and procedures adopted or amended pursuant to Paragraphs 15-16. Such training will be provided by

Defendant with the understanding that the training is mandatory for all non-supervisory employees of and/or working in the Sheriff's Office.

- (b) Defendant shall provide training to (1) all supervisory and managerial employees of and/or all supervisors and managers holding positions in the Sheriff's Office; and (2) any manager, supervisor, or human resources personnel (without regard to whether they work in the Sheriff's Office) involved in receiving or responding to complaints of discrimination, or otherwise involved in providing oversight for the enforcement of the policies described in Paragraphs 15-16, regarding the new policies and procedures adopted or amended pursuant to Paragraphs 15-16.
- (c) This training also will be administered within sixty (60) days of hire or promotion for newly hired non-supervisory employees (as described in Subparagraph (a)) or newly hired, promoted, or elected supervisors, managers, administrators, and human resources officials (as described in Subparagraph (b)) during the life of this Decree.

20. Within forty-five (45) days after the adoption of any written policies or procedures by the Sheriff's Office as described in Paragraph 18, Defendant, at its own cost, will provide mandatory training to any County human resources personnel involved in receiving or responding to complaints of discrimination regarding the new policies and procedures adopted by the Sheriff's Office, as described in Paragraph 18. This training also will be administered within sixty (60) days of hire or promotion for newly hired or promoted County human resources personnel involved in receiving or responding to complaints of discrimination during the life of this Decree.

21. All persons who undergo training pursuant to Paragraphs 19-20 will sign an acknowledgment of attendance at the training. Defendant will keep on file all signed acknowledgments for the duration of this Decree and provide it to any other Party within one (1) week upon written request.

VII. INDIVIDUAL RELIEF FOR KRISTY MURPHY-TAYLOR

22. In settlement of the Plaintiffs' and United States' claims for relief on behalf of Plaintiff Kristy Murphy-Taylor, Defendant agrees to the following and it is hereby ordered by the Court that within seven (7) days of the date of entry of this Decree that Defendant shall offer to pay Kristy Murphy-Taylor a monetary award in the amount of \$ 620,000.00:

- (a) This amount includes \$184,941.45 in back pay and \$9,247.07 in accumulated interest on the back pay. The amount attributable to back pay shall be subject to income tax withholding and FICA and Defendant must issue an IRS Form W-2 for these wages. Defendant shall separately pay all appropriate taxes and employer's contributions due on the back pay portion of the monetary award, including but not limited to the contribution to the Social Security fund (*i.e.*, the employer's contributions shall not be deducted from the monetary award to Ms. Murphy-Taylor).
- (b) This amount includes \$74,364.00 in front pay. The amount attributable to front pay shall be subject to income tax withholding and FICA and Defendant must issue an IRS Form W-2 for these wages. Defendant shall separately pay all appropriate taxes and employer's contributions due on the front pay portion of the monetary award, including but not limited to the contribution to the Social

Security fund (*i.e.*, the employer's contributions shall not be deducted from the monetary award to Ms. Murphy-Taylor).

- (c) This amount includes \$2,227.02 to reimburse Plaintiffs for medical expenses incurred by them that are directly to injuries suffered by Ms. Murphy-Taylor as a result of the conduct alleged in the Complaint. Defendant or its insurer shall issue an IRS Form 1099 for the amount of these damages.
- (d) This amount includes \$89,220.46 to reimburse Ms. Murphy-Taylor for employment benefits that she would have received had she not been separated from employment. Defendant or its insurer shall issue an IRS Form 1099 for the amount of these damages.
- (e) This amount includes \$20,000.00 to reimburse Plaintiffs and/or their attorneys for expenses directly related to the filing of their Complaint and prosecution of the Plaintiffs' claim. Defendant or its insurer shall issue an IRS Form 1099 for the amount of these damages.
- (f) This amount includes \$240,000.00 to pay the attorney's fees earned by Plaintiffs' attorney, Roy Mason. Defendant or its insurer shall issue an IRS Form 1099 for the amount of these damages.
- (g) If Ms. Murphy-Taylor accepts this offer, Defendant and or its insurer must pay the entire award within fourteen (14) days of receiving the Release form contained in Appendix A and provide the appropriate tax forms as described in subparagraphs (a)-(f). Ms. Murphy-Taylor shall be responsible for paying any income taxes due. The payment shall be made payable to Ms. Murphy-Taylor and sent to her in care of her counsel, at the following address:

Ms. Kristy Murphy-Taylor
In Care of Roy L. Mason, Esq.
Law Offices of Roy L. Mason, P.A.
4 Dock Street Suite 200
Annapolis, MD 21401.

When the payment(s) is/are made, Defendant shall provide the United States with a copy of the payment(s) and notify the United States of the means of delivery.

23. Defendant will provide a neutral reference for Plaintiff Kristy Murphy-Taylor to any potential employer that contacts the Defendant. The neutral reference will only consist of Plaintiff Kristy Murphy-Taylor's dates of employment (July 23, 1999 until May 13, 2011), salary information, a statement that her last performance evaluation was positive, and that her separation from employment was not for cause. Defendant will state the Plaintiff Kristy-Murphy Taylor met all of the requirements of her various employment positions with the Sheriff's Office. No mention of the EEOC Charge, this action, or a termination for cause will be made part of the reference.

VIII. RECORDKEEPING AND COMPLIANCE MONITORING

24. While the Decree remains in effect, Defendant shall retain records necessary to document the implementation of this Decree. Defendant shall furnish records and documents relevant to its compliance with the implementation of this Decree to counsel for the United States within thirty (30) days of any written request to Defendant's counsel.

25. While the Decree remains in effect, Defendant will retain all records, including any papers, electronic files or writings of any kind, reports, studies, memoranda, letters, notes, charts, tables, rosters, manuals, guidelines, rules, lists, tabulations, press releases, books, articles, treatises, recordings or transcriptions of minutes, electronic files, machine readable format files, computer files, or audio or video recordings, electronic mail, and facsimiles, that come into its

possession relating to complaints or charges of employment discrimination based on sex or retaliation made by employees of and/or individuals holding positions of employment in the Sheriff's Office; (a) internally; (b) with the EEOC; or (c) through or with any other federal or state agency authorized to receive such complaints. The Defendant will provide copies of such records to the United States within ten (10) business days of its receipt of such complaints or charges. The United States will have the right to inspect and copy all documents related to such complaints or charges upon reasonable notice to the Defendant without further order of this Court.

IX. DISPUTE RESOLUTION

26. The parties shall attempt to resolve informally any dispute that may occur under this Decree. The parties shall engage in good faith efforts to resolve the issue before seeking action by the Court. If the parties are unable expeditiously to resolve the issue, any party may move the Court for resolution, provided that written notice is first provided to the other party at least seven (7) days in advance of taking such action.

X. RETENTION OF JURISDICTION

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

XI. ADDITIONAL PROVISIONS

28. The United States and Defendant shall bear their own costs and fees in this action, except that the parties shall retain the right to seek costs and fees for any matter which, in the future, may arise from this Consent Decree and require resolution by the Court.

29. The time limits set forth throughout this Decree may be expanded upon mutual consent of the Parties or upon motion to the Court following written notice to the other parties.

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

Roy Lenard Mason, Esquire
Law Offices of Roy L. Mason, P.A.
4 Dock Street Suite 200
Annapolis, MD 21401
rlm@roymasonlaw.com

31. All documents required to be delivered under this Decree to the United States should be sent to the following address via overnight delivery service:

Clare Geller, Senior Trial Attorney
Barbara Schwabauer, Trial Attorney
Employment Litigation Section
601 D Street N.W., Room 4926
Washington, D.C. 20579
clare.geller@usdoj.gov
barbara.schwabauer@usdoj.gov

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

John F. Breads, Jr., Esquire
7225 Parkway Drive
Hanover, MD 21076
jBreads@lgit.org

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

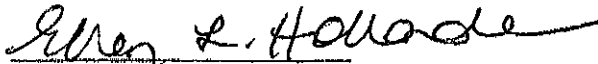
XI. DURATION OF THE DECREE

33. Unless otherwise ordered by this Court, and absent the pendency of any motion related to this Decree, this Decree shall expire without further order of the Court on the latest of the following dates:

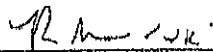
- (a) Three years from the date of the entry of the Decree; or
- (b) Upon fulfillment of the Parties' obligations as described in Sections IV, V, VI, and VII of the Decree.

34. Any party may move the Court to extend the duration of the Decree upon a showing of good cause.


It is so ORDERED this 30th day of May, 2014.


Hon. Ellen Lipton Hollander
United States District Judge

For Plaintiffs:


Roy Lenard Mason, Esquire
Law Offices of Roy L. Mason,
P.A.
4 Dock Street Suite 200
Annapolis, MD 21401
rlm@roymasonlaw.com

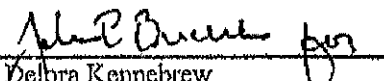
For Defendant: Queen Anne's
County:


John F. Breads, Jr., Esquire
7225 Parkway Drive
Hanover, MD 21076
jBreads@lgit.org

For Plaintiff-Intervenor United
States of America:

JOCELYN SAMUELS
Acting Assistant Attorney General
Civil Rights Division
Department of Justice

By:


Delbra Kennebrew