

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
BALTIMORE DIVISION

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

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

**CONSENT DECREE BETWEEN PLAINTIFF-INTERVENOR UNITED STATES AND
STATE DEFENDANTS**

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”) 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 (“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). The United States’ Complaint in Intervention also seeks injunctive and individual monetary relief to remedy the alleged violations of Title VII by the State Defendants.

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. The United States and Defendants Sheriff Hofmann and State of Maryland (collectively “State Defendants”), 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. The United States and State Defendants also hereby waive, for purposes of this Decree only, hearings and findings of fact and conclusions of law on all issues, and further agree to the entry of this Decree as final and binding between them with regard to the issues raised in the Complaint filed by the United States in this case.

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, federal holiday, or state holiday, the deadline will be moved to the next business day.

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

9. "State Defendants" refers collectively only to Sheriff Hofmann, in his official capacity, and the State of Maryland and includes their current, former and future agents, employees, officials, designees, and successors in interest.

10. "Parties" refers collectively to the United States and State Defendants.

11. "Queen Anne's County Office of the Sheriff" ("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 and, throughout this decree, means Sheriff Hofmann (and his successors), in his official capacity as Sheriff.

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

III. GENERAL INJUNCTIVE RELIEF

13. The Sheriff's Office, by and through its officials, agents, employees, and all other persons in active concert or participation with the Sheriff's Office 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. The Sheriff's Office, by and through its officials, agents, employees, and all other persons in active concert or participation with the Sheriff's Office 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 POLICIES

15. Within ninety (90) days from the date of entry of this Decree, the Sheriff's Office shall review and, to the extent necessary, adopt or amend written policies and procedures that prohibit sex discrimination and retaliation in effect for the Sheriff's Office, to ensure the following provisions are included therein:

- (a) A description of the manner in which an employee or potential employee working in the Sheriff's Office may make a complaint of sex discrimination or retaliation, including that an employee, a potential employee, or any individual holding a position of employment in the Sheriff's Office may make a complaint of sex discrimination or retaliation to the County's Department of Human Resources.
- (b) The identification, by job title and telephone contact information, of all individuals who are authorized to accept complaints of sex discrimination or retaliation in the County's Department of Human Resources.
- (c) A statement that if the Sheriff's Office receives a complaint of sex discrimination or retaliation, it will refer the complaint to the County's Department of Human Resources within two business days of receipt of the complaint.
- (d) A statement that supervisors in the Sheriff's Office shall promptly report, through a written complaint, any sex discrimination or retaliation that they observe to the

County's Department of Human Resources within two business days of observing the prohibited conduct.

- (e) A description of the procedures which will be used to investigate complaints of sex discrimination or retaliation if a complaint is filed with the County's Department of Human Resources or the Sheriff's Office against an employee of the Sheriff's Office other than a law enforcement officer, which includes the following: The County will: (1) notify the Sheriff that a complaint has been received within two business days of receipt of a complaint, and the notification will include, at least, the (i) nature of the complaint, (ii) date of the complaint, (iii) name of the complainant, and (iv) name of the accused; (2) provide the complaint no later than two business days from its receipt to the outside independent legal counsel retained by the County to conduct objective fact-finding investigations for complaints of 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 days from the date the complaint is received by the investigator so that the Sheriff can respond to the complaining party in writing.
- (f) A description of the procedures which will be used to investigate complaints of sex discrimination or retaliation by employees of the Sheriff's Office, who are law enforcement officers including, but not limited to: (1) the County's Department of Human Resources will notify the Sheriff's Office and the Maryland State Police if a complaint is filed within two business days of receipt

of a complaint, and the notification will include, at least, the (i) nature of the complaint, (ii) date of the complaint, (iii) name of the complainant, and (iv) name of the accused; (2) the County will provide the complaint no later than two business days from its receipt to the outside independent legal counsel retained by the County to conduct objective fact-finding investigations for complaints of sex discrimination or retaliation; (3) the County will 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 days from the date the complaint is received by the investigator; (4) if the investigation concludes that sex discrimination and/or retaliation has occurred and that it may lead to disciplinary action, demotion, or dismissal, the County shall refer the names of the complainant and accused and the nature of the complaint to the Maryland State Police for investigation; (5) the Maryland State Police will provide, in writing, to the Sheriff's Office within one hundred and eighty days of receipt of the complaint, (i) a summary of the allegations that were investigated, (ii) findings of fact and conclusions, and (iii) a recommendation for disposition of the complaint against any individual found to have violated the Sheriff's Office policies and procedures that prohibit sex discrimination or retaliation; (6) within two days of receiving these materials from the Maryland State Police, the Sheriff's Office will provide a copy to the County's Department of Human Resources.

- (g) A statement that reasonable efforts will be made by the Sheriff's Office to promptly separate the complainant and the accused pending the outcome of the investigation, including efforts to ensure that the complainant and accused do not share workspace, unless exigent circumstances require otherwise, and that the accused is removed from the complainant's direct chain of command.
- (h) A statement that, no later than five (5) days from the date the materials and/or recommendations are received from the County's Department of Human Resources, as provided in subparagraph 15(e)(3), or from the Maryland State Police, as provided in subparagraph 15(f)(5), the Sheriff's Office will inform the complainant, in writing, of (i) whether the complaint was investigated, (ii) the results of an investigation of a complaint of sex discrimination or retaliation (such as sustained or not sustained), and (3) whether disciplinary action was taken against the accused.
- (i) A description of the procedures which will be used to determine any outcomes or discipline for individuals who violate the Sheriff's Office policies and procedures that prohibit sex discrimination or retaliation including, but not limited to: (i) that if the Sheriff's Office deviates from the disciplinary recommendation of the County, the Sheriff's Office must attach to the investigation materials set forth in subparagraphs 15(e)(3) and 15(f)(3),(5) a written explanation for the difference, and (ii) for a substantiated complaint alleging harassment, a procedure that the complainant and the accused harasser will be separated permanently, even if an officer with supervisory authority is the individual against whom the complaint is

substantiated, unless exigent circumstances require that the two individuals are temporarily placed together.

- (j) A statement that if the complaint is made against a law enforcement officer that the investigation will be conducted according to applicable laws, including Maryland's Law Enforcement Officers' Bill of Rights, Md. Code Ann., Pub. Safety §§ 3-101 to 3-113, and based on sound investigative techniques.

Counsel for the Sheriff's Office shall present to the United States for its review and approval a draft of the proposed new or revised policies twenty-one (21) days prior to submission of the policies for adoption. Any disagreement between the United States and the State Defendants regarding the language of the proposed policies may be resolved as outlined in paragraph 23.

16. Within ten (10) days from the date upon which the Sheriff's Office adopts or amends the written policies and procedures set forth in paragraph 15, the Sheriff's Office shall take the following steps:

- (a) The Sheriff's Office shall distribute copies of such policies and procedures to (i) all employees, supervisors, and agents working in the Sheriff's Office, (ii) any manager, supervisor, or human resources personnel of the County involved in receiving or responding to complaints of discrimination or otherwise providing oversight for the enforcement of these policies, (iii) any manager, supervisor, or personnel of the Maryland State Police involved in receiving or responding to complaints of discrimination or otherwise providing oversight for the enforcement of these policies, and (iv) 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 acknowledgments executed by each employee of

the Sheriff's Office and/or the County 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. Signed acknowledgments executed by employees of the Maryland State Police shall be maintained by the Maryland State Police.

- (b) The Sheriff's Office shall publicize such policies and procedures by posting them in all buildings and facilities used for posting EEO information in effect for the Sheriff's Office, by email to all employees 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) The Sheriff's Office shall ensure that each new employee, supervisor, or human resources personnel as described in subparagraph 16(a)(i)-(ii) 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 election 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.
- (d) The Maryland State Police shall ensure that each employee assigned to any investigation as described in subparagraphs 15(f)(4) and 15(f)(5) receives a copy of the written policies and procedures at the time of assignment. Each such employee shall sign an acknowledgment that she or he has read and understands

such policies and procedures. The signed acknowledgment shall be maintained by the Maryland State Police.

V. TRAINING

17. Within one-hundred and seventy-five (175) days after entry of the Consent Decree, the Sheriff's Office, at its own cost, will provide mandatory training as set forth below:

- (a) The Sheriff's Office shall provide mandatory training to all non-supervisory employees working in the Sheriff's Office regarding the new policies and procedures adopted or amended as described in paragraph 15, and regarding equal employment opportunity law, including Title VII's prohibitions against sex discrimination and retaliation, and how to provide an environment free from such discrimination and retaliation.
- (b) The Sheriff's Office shall provide mandatory training (i) to all supervisors and managers working in the Sheriff's Office and (ii) any manager, supervisor, or human resources personnel of the County and any manager, supervisor, or personnel of the Maryland State Police, who is involved in receiving or responding to complaints of discrimination or otherwise providing oversight for the enforcement of the new policies and procedures adopted or amended as described in paragraph 15.
- (c) These trainings (subparagraphs 17(a)-(b)) will be live and will last at least two hours. These trainings will also be videotaped for future use. The training also will be administered either live or by videotape within sixty (60) days of hire or promotion for newly hired non-supervisory employees (as described in subparagraph 17(a)) or newly hired, promoted, or elected supervisors, managers,

administrators, human resources officials or other personnel (as described in subparagraph 17(b)) during the life of this Decree.

18. The Sheriff's Office will select, with the concurrence of the United States, a qualified individual or group of individuals to conduct the trainings outlined in paragraphs 17(a)-(c). The Sheriff's Office shall submit their proposed trainer(s) and training program, including any existing training materials it wishes to propose, no later than one hundred and twenty (120) days after the date of entry of this Consent Decree and the United States shall have twenty (20) days to accept or reject the proposed trainer and training program. Any disagreement between the United States and the Sheriff's Office regarding the trainings may be resolved as outlined in paragraph 23.

19. All persons who undergo the training will sign an acknowledgment of attendance at the training. The Sheriff's Office 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.

VI. INDIVIDUAL RELIEF FOR KRISTY MURPHY-TAYLOR

20. In settlement of the claims for individual monetary relief in this case, the State of Maryland has agreed to pay \$250,000 to Kristy Murphy-Taylor, subject to approval by the Maryland Board of Public Works. This monetary award is governed by a separate settlement agreement between the State of Maryland and Plaintiffs Kristy Murphy-Taylor and Donald Taylor. If approved by the Board of Public Works, the settlement agreement requires the State of Maryland to issue an IRS form 1099 for the amount of this payment and the State of Maryland shall provide the United States with a copy of the payment and notify the United States of the means of delivery. If the individual monetary relief award is not paid to Ms. Murphy-Taylor as

set forth in the separate settlement agreement, this Consent Decree shall become null and void in all respects.

VII. RECORDKEEPING AND COMPLIANCE MONITORING

21. While the Decree remains in effect, the Sheriff's Office shall retain records necessary to document the implementation of this Decree. The Maryland State Police shall keep all records related to any complaints it receives and/or investigates pursuant to this Consent Decree. The Sheriff's Office and the Maryland State Police shall furnish records and documents relevant to these recordkeeping obligations to counsel for the United States within thirty (30) days of any written request to State Defendants' counsel.

22. While the Decree remains in effect, the Sheriff's Office 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 working 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 Sheriff's Office will provide to the United States copies of such complaints or charges within ten (10) days of their receipt of such complaints or charges, and the findings and outcome of the investigation, and any actions taken as a result of such findings within ten (10) days of this information becoming available. The United States will have the right to inspect and copy all documents related to such complaints or charges upon reasonable notice to the Sheriff's Office without further order of this Court.

VIII. DISPUTE RESOLUTION

23. The parties shall attempt to resolve informally any dispute that may occur under this Decree including, but not limited to, the failure of the Maryland State Police to comply with the complaint and investigative procedures set forth in paragraph 15. The parties shall engage in good faith efforts to resolve the dispute before seeking action by the Court. If the parties are unable expeditiously to resolve the dispute, 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.

IX. RETENTION OF JURISDICTION

24. Until this Decree expires pursuant to paragraph 29, 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.

X. ADDITIONAL PROVISIONS

25. The United States and State Defendants 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.

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

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

Barbara Schwabauer
Trial Attorney

Employment Litigation Section
601 D Street N.W., Room 4918
Washington, D.C. 20579
barbara.schwabauer@usdoj.gov

28. All documents required to be delivered under this Decree to State Defendants will be sent to the following address:

Bradley J. Neitzel, Esquire
Office of the Attorney General
Civil Division
200 St. Paul Place
20th Floor
Baltimore, MD 21202
bneitzel@oag.state.md.us

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

29. 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. 2 years from the date of the entry of the Decree; or
- b. Upon fulfillment of the Parties' obligations as described in Sections IV, V, and VI of the Decree.

Upon expiration of the Decree, this case shall be dismissed with prejudice without the need for further Order of the Court.

30. Prior to the expiration of the Decree, any party may move the Court to extend the duration of the Decree upon a showing of good cause.

It is so ORDERED this _____ day of _____, 2015.

Hon. Ellen Lipton Hollander
United States District Judge

For Plaintiff-Intervenor United States of America:

VANITA GUPTA
Acting Assistant Attorney General
Civil Rights Division
Department of Justice

By:



Delora Kennebrew
Chief
Employment Litigation Section

2-11-2015

Date

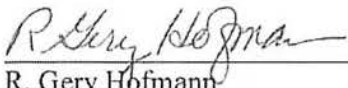


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2-11-2015

Date

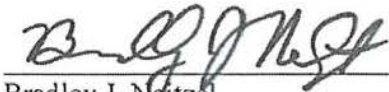
For State Defendants:



R. Gery Hofmann
Sheriff, Queen Anne's County

2-11-15

Date



Bradley J. Neitzel
Assistant Attorney General
Office of the Attorney General
Civil Division
200 St. Paul Place
20th Floor
Baltimore, MD 21202

2/11/15

Date