

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No.: _____
)	
CITY OF ORLANDO, FLORIDA,)	
)	
Defendant.)	
_____)	

JOINT NOTICE AND MOTION FOR ENTRY OF CONSENT DECREE

Plaintiff United States of America and Defendant City of Orlando, Florida, by and through their respective counsel, hereby notify the Court that a Consent Decree resolving the claims in this case was agreed upon, and jointly move the Court for final approval and entry of the Consent Decree, attached as Exhibit 1.

Dated: March 29, 2021

For Defendant City of Orlando:

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Department of Justice

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Deputy Chief
Employment Litigation Section

By:

/s/ Brian McEntire
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By:

/s/ Yohance A. Pettis
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Yohance.Pettis@usdoj.gov

CERTIFICATE OF SERVICE

I hereby certify that on March 29, 2021, I electronically filed the foregoing motion with the Clerk of Court using the CM/ECF system, which will cause a copy to be served on all counsel of record.

Dated: March 29, 2021

/s/ Yohance A. Pettis
Yohance A. Pettis

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
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v.)	Civil Action No.: _____
)	
CITY OF ORLANDO, FLORIDA,)	
)	
Defendant.)	
_____)	

CONSENT DECREE

I. INTRODUCTION

1. This Consent Decree (“Decree”) is entered into between Plaintiff, the United States of America (“United States” or “Plaintiff”), through the Department of Justice; Defendant, City of Orlando, Florida (“City” or “Defendant”), which is a governmental body established pursuant to the laws of Florida; and Ms. Dawn Sumter (“Ms. Sumter”), an assistant chief with the Orlando Fire Department (“OFD”), who has filed a complaint against Defendant in the United States District Court for the Middle District of Florida (Civil Action No. 6:20-cv-02347), in a related case to the Complaint (“Complaint”) and this Consent Decree filed by the United States against Defendant in the above-captioned case. Plaintiff, Ms. Sumter, and Defendant are herein referred to as the “Parties.”

2. This Consent Decree resolves the issues raised in a charge of discrimination filed with the Equal Employment Opportunity Commission

(“EEOC”) (Charge No. 515-2017-00547) by Ms. Sumter and the United States’ Complaint.

3. In her EEOC charge, Ms. Sumter alleged that (1) the failure to promote her to deputy chief of OFD was based on her sex; (2) she was subjected to a gender-based hostile work environment by two OFD Deputy Chiefs; (3) she was subjected to sexual harassment by then-OFD Fire Chief Roderick Williams; and (4) she was retaliated against for filing her EEOC charge. After an investigation, the EEOC found reasonable cause to believe that OFD violated Title VII of the Civil Rights Act of 1964 (“Title VII”) with respect to all four allegations.

4. In its Complaint, the United States alleges that Defendant violated Title VII by discriminating against Ms. Sumter based on sex by: (1) subjecting her to sexual harassment by former OFD Fire Chief Williams; and (2) retaliating against her in response to her filing a charge of discrimination with the EEOC. This Court has jurisdiction of the action under 42 U.S.C. §§ 2000e-5(f), 2000e-6(b) and 28 U.S.C. §§ 1331, 1343(a), and 1345.

5. Defendant denies that it discriminated against Ms. Sumter in any manner, including those alleged in her EEOC charge or the United States’ Complaint.

6. The Parties, desiring that the EEOC charge and this action be settled by this 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

Parties 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 further agree to the entry of this Decree as final and binding between them with regard to the issues raised in the EEOC charge and the Complaint filed by the United States in this case.

7. This Decree, being entered into with the consent of the Parties shall not constitute an adjudication or finding on the merits of the cases.

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

II. PARTIES AND DEFINITIONS

9. “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.

10. “Entry” of the Decree refers to the date that the Clerk of Court enters this Decree.

11. “Defendant” refers only to City of Orlando, and includes its current, former and future agents, employees, officials, designees, and successors in interest.

12. “Parties” refers collectively to the Plaintiff United States, Ms. Sumter, and Defendant City of Orlando.

13. “Orlando Fire Department” (“OFD”) refers to the workplace of Ms. Sumter during all times relevant to the claims alleged by the United States.

14. “Supervisor” refers to (1) any employee of the OFD who has the authority to hire, fire, promote, transfer, discipline, or take any other tangible employment action against another employee; or (2) any employee of the OFD who possesses the authority to direct the work activities of at least one other employee.

III. INDIVIDUAL RELIEF FOR DAWN SUMTER

15. In settlement of the United States’ claims for relief brought under Title VII on behalf of Ms. Sumter and the issues raised in Ms. Sumter’s EEOC charge, Defendant agrees to the following, and it is hereby ordered by the Court that on or before seven (7) days of the date of entry of this Decree that Defendant shall offer to pay Ms. Sumter a monetary award in the amount of \$434,140.00:

- (a) This amount includes \$251,500.00 attributable to compensatory damages. The amount shall be paid to Ms. Sumter in full without any withholdings taken out. Defendant or its insurer shall issue an IRS Form 1099 for the amount of these damages.
- (b) This amount includes \$182,640 to pay the attorney’s fees and costs earned by Ms. Sumter’s attorney, Jill S. Schwartz. Defendant or its insurer shall issue an IRS Form 1099 for the amount of these fees.
- (c) If Ms. Sumter accepts this offer, Defendant and or its insurer must pay the amount listed in subparagraphs (a)-(b) via electronic funds transfer, within fourteen (14) days of receiving the Release form contained in Appendix A and provide the appropriate tax forms as described in

subparagraphs (a)-(b). Ms. Sumter shall be responsible for paying any income taxes due. The payment shall be made payable to Ms. Sumter and sent to her in care of her counsel. All relevant tax forms should be sent to the following address:

Ms. Dawn Sumter
In Care of Jill S. Schwartz, Esq.
Jill S. Schwartz & Associates, P.A.
655 W. Morse Boulevard, Suite 212
Winter Park, Florida 32789-3745

For each payment made, Defendant shall provide the United States with a copy of the payment and notify the United States of the means of delivery.

16. In the event that Ms. Sumter seeks a reference from the Defendant for future employment, Defendant agrees that it will respond as follows: All inquiries concerning verification of employment shall be referred to the Records Section of the Human Resources Division. The Human Resources Division will verify only the following information via telephone for City employees:

- (a) Date of Hire
- (b) Date of Separation (if applicable)
- (c) Position Held; and
- (d) Salary (will verify figures caller has).

All other requests for information will be handled in accordance with Chapter 119,

Florida Statutes. The records shall be open to inspection and copying by any citizen in accordance with the provisions of that statute.

IV. GENERAL INJUNCTIVE RELIEF

17. 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 constitutes sexual harassment in violation of Title VII. Sexual harassment is a type of employment discrimination. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when submission to or rejection of this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile or offensive work environment.

18. 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 threaten to retaliate against, or retaliate against, or take any action that might deter a reasonable person from asserting rights protected by equal employment opportunity laws because that person has engaged in protected activity such as opposing any practice made unlawful by Title VII; filing a charge with the EEOC; or testifying, assisting or participating in any manner in an investigation, proceeding or hearing under Title VII, including this case or the implementation of this Consent Decree.

V. DEVELOPMENT AND REVISION OF RELEVANT CITY AND OFD POLICIES

19. Within twenty (20) days of the effective date of this Decree, the City agrees to submit to the United States, for review and approval, copies of written policies and procedures that concern anti-discrimination, anti-harassment, and anti-retaliation, affecting all OFD employees and the employees of all budgeted for OFD departments and offices. All amended and newly written policies will identify by job title the person or persons within the City's Department of Human Resources or other City department who will provide information concerning and oversight of the newly implemented policies. The United States will notify Defendant in writing within sixty (60) days of receipt of any proposed policies whether it has any objections to the proposed policies. Within twenty (20) days of the United States' notification that it has no objections to the policies or, in the event the United States asserts an objection, within twenty (20) days of the United States' objections to the revised policies being resolved, the City will implement any policy changes in accordance with its normal process and shall adhere to the modified policies. Any disagreement between the United States and the City regarding the language of the proposed policies may be resolved as outlined in Paragraph 34.

20. The City's policy governing discrimination, harassment, and retaliation shall include, at a minimum:

- (a) a description of the complaint process including the manner in which an employee may make a complaint of discrimination, harassment, or retaliation, including the position titles and contact information of all individuals who are authorized to accept complaints;
- (b) a description of the procedures for appropriate follow-up and monitoring to ensure that discrimination, harassment, and retaliation does not continue where inappropriate conduct has been reported;
- (c) a description of the complaint investigation process. This process will include the person or persons by job title who may conduct the investigation and make conclusions about the results of the investigation, including the department to which the person or persons belongs, to whom, by job title, he or she reports, and his or her jurisdiction;
- (d) a description of the appropriate discipline policies, procedures, and guidelines that are designed to promptly correct discrimination, harassment, and retaliation;
- (e) a requirement that Supervisors who witness or learn of possible discrimination must take prompt action to report and address the issue; and
- (f) a reference to accountability measures, including any appropriate discipline, to ensure that Supervisors implement the policies relating to

reporting, investigating, preventing, and correcting instances of discrimination.

21. Within ten (10) days from the date upon which the policies referenced in Paragraphs 19–20 above have been approved by the United States, or any objections have been resolved, Defendant shall take the following steps:

- (a) Defendant shall implement the policies in accordance with its normal process and then distribute copies of such policies and procedures to all employees of the OFD, and to any Supervisor, human resources or other investigative personnel (without regard to whether they work in the OFD) involved in receiving or responding to complaints of discrimination, harassment, or retaliation within the OFD or otherwise providing oversight for the enforcement of these policies within the OFD, and shall provide a copy to the United States. Each individual employee of the OFD who receives a copy shall sign an acknowledgment that it has been received and read. Acknowledgments required under this paragraph may be accomplished by electronic means, such as by e-signature. The signed acknowledgment by each employee shall be retained by the City in a retrievable fashion, whether within an electronic system designed for this purpose or within the employee's personnel file.

- (c) Defendant shall publicize such policies and procedures by, among other things, posting them in all buildings and facilities used for posting EEO information in effect for the OFD, by email to all employees of or working in the OFD, and on any internet or intranet website used for posting notices or policy changes for or concerning policies in effect for the OFD.
- (d) 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. Acknowledgments required under this paragraph may be accomplished by electronic means, such as by e-signature. The signed acknowledgment by a new employee shall be retained by the City in a retrievable fashion, whether within an electronic system designed for this purpose or within the employee's personnel file.
- (e) For all OFD Supervisors above the rank of District Chief, Defendant will include a performance element in the criteria for written performance evaluations that measures compliance with the policies described in Paragraphs 19–20 above.

**VI. CITY AND ORLANDO POLICE DEPARTMENT ROLE IN
RELEVANT PERSONNEL POLICIES APPLICABLE TO OFD**

22. Within twenty (20) days of the effective date of this Decree, the City agrees to submit to the United States, for review and approval, copies of investigation procedures concerning complaints of sexual harassment or retaliation allegedly committed by any OFD Firefighter, including all civil service ranks, and by appointed officials of the OFD. The submission shall include a description of the procedures that will be used to investigate all complaints of sexual harassment and retaliation, specifying all steps in the investigative process which will ensure informed decisions regarding the merits of a complaint.

23. The United States will notify the City in writing within sixty (60) days of receipt of any proposed procedures whether it has any objections to the proposed procedures. Within twenty (20) days from the date upon which the procedures have been approved by the United States, and any other objections have been resolved, Defendant shall implement any changes in accordance with its normal process and shall adhere to the modified procedures. Any disagreement between the United States and the Defendant regarding the language of the proposed procedures may be resolved as outlined in Paragraph 34.

24. If proposed by the United States as part of the procedure set forth in Paragraph 22, the City would agree to include the following provisions:

- (a) An employee or potential employee of or any individual holding a position of employment in the OFD may make a complaint of sexual harassment or retaliation to the City's Department of Human Resources, the investigations unit housed in the Orlando Police Department Internal Affairs Division, the employee's Supervisor in his or her chain of command, or other appropriate individuals or entities identified in the procedure implemented pursuant to paragraphs 19 and 23. Any complaint received shall be memorialized in writing. All complaints will be logged in by and processed by and through the person or entity receiving the complaint.
- (b) All Supervisors must promptly report all complaints of discrimination, harassment, or retaliation (both written and oral) to a designated City Human Resources representative or other appropriate individuals or entities identified in the procedure implemented pursuant to paragraphs 19 and 23. Any Supervisor who witnesses or becomes aware of conduct that she or he reasonably believes may be discriminatory or retaliatory must promptly report the conduct, even if the Supervisor has not received a complaint. All Supervisors shall report complaints and information about discrimination or retaliation immediately and no more than five (5) calendar days after receiving the complaint or learning of the information.

- (c) When a complaint is made or referred to the City's Department of Human Resources or to other appropriate individuals or entities identified in the procedure implemented pursuant to paragraphs 19 and 23, the recipient will: (1) notify the Chief of OFD that a complaint has been received and explain the basis of the complaint; (2) if the complaint is against an OFD Firefighter (including all civil service ranks) and the appointed officials of the OFD provide the complaint no later than two (2) business days from its receipt to a designated investigator ("Investigator") to conduct objective fact-finding investigations of complaints of sexual harassment or retaliation; (3) provide written notice to the respondent(s) and complainant(s) including as required by law or collective bargaining agreement; (4) ensure that an investigation conducted by the Investigator is promptly completed and that conclusions based on standards or criteria are provided in his or her written report; (5) ensure that the Investigator provides the report on the complaint and the results of the investigation are delivered to the Chief of the OFD or other appropriate individuals or entities identified in the procedure implemented pursuant to paragraphs 19 and 23 in a timely manner; (6) ensure a written disciplinary recommendation is submitted by the Chief or other appropriate individual(s) identified in the procedure implemented

pursuant to paragraphs 19 and 23, no later than one hundred and twenty (120) days from the date the complaint is received by the City, absent unusual or exigent circumstances, so that the City can respond to the complaining party in writing; (7) ensure the report on the complaint and the results of the investigation and the written disciplinary recommendation by the Chief or other appropriate individual(s) identified in the procedure implemented pursuant to paragraphs 19 and 23 is submitted to the City's legal counsel for approval during the term of this Decree and to the City Human Resources Department; and (8) provide the results of an investigation of a complaint of sex harassment or retaliation to the complaining party in writing no later than fifteen (15) days of completing the investigation.

25. If proposed as part of the process in Paragraph 22 by the United States, Defendant agrees that it would agree to effectuate any provision which sets forth any of the following requirements for investigations of any complaint of sexual harassment or retaliation: (1) interviewing all relevant individuals and ensuring sufficient documentation of the interviews; (2) gathering and reviewing relevant documents; (3) checking whether prior complaints of a similar nature were made against the same individual; and (4) conducting investigations in a fair and impartial manner.

VII. TRAINING

26. Within twenty (20) days of the effective date of this Decree, the City agrees to submit to the United States, for review and approval, copies of its training materials addressing anti-discrimination, anti-harassment, and anti-retaliation, affecting all OFD employees and the employees of all budgeted for OFD departments and offices. The City will identify by job title the person or persons within the City's Department of Human Resources or other City or OFD department who will provide information concerning and oversight of the implementation of the training as well as the administration of the trainings set out in paragraphs 27–29. The City will further identify a description of the person(s) who will provide such training and his or her credentials. The United States will notify Defendant in writing within sixty (60) days of receipt of any proposed training whether it has any objections to the proposed training or the person(s) who will provide such training. Any disagreement between the United States and the Defendant regarding the language of the proposed training may be resolved as outlined in Paragraph 34.

27. Within ten (10) days from the date upon which the trainings referenced in Paragraph 26 above have been approved by the United States, or any objections have been resolved, Defendant, at its own cost, will initiate training as set forth below:

- (a) Defendant shall provide annual training to all non-supervisory employees of or working in the OFD regarding the new policies and

procedures adopted or amended pursuant to Paragraphs 19–20. The training shall, at a minimum, include an explanation of those subjects and the procedures for reporting complaints of discrimination, harassment, and retaliation. Such training will be provided by Defendant with the understanding that the training is mandatory for all non-supervisory employees of or working in the OFD.

- (b) Defendant shall provide annual training to: (1) all Supervisors in the OFD; and (2) any Supervisor or human resources personnel (without regard to whether they work in the OFD) involved in receiving or responding to complaints of discrimination within OFD, or otherwise involved in providing oversight for the enforcement of the policies described in Paragraphs 19–20 within OFD, regarding the new policies and procedures adopted or amended pursuant to Paragraphs 19–20. Such training will be provided by Defendant with the understanding that the training is mandatory for all supervisory employees of and all Supervisors holding positions in the OFD and any Supervisor or human resources personnel (without regard to whether they work in the OFD) involved in receiving or responding to complaints of discrimination within OFD, or otherwise involved in providing oversight for the enforcement of the policies described in Paragraphs 19–20 within OFD. The training shall, at a minimum, specifically discuss the

responsibilities to report and investigate harassment and inform Supervisors that they could be subject to discipline if they do not, under the policies described in Paragraphs 19–20, promptly inform the City Human Resources Division, or other appropriate individuals or entities identified in the procedures implemented pursuant to paragraphs 19 and 23, of discrimination and retaliation complaints.

- (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 and human resources officials (as described in Subparagraph (b)) during the life of this Decree.

28. Within forty-five (45) days after the adoption of any written policies or procedures by the OFD as described in Paragraphs 22–25, Defendant, at its own cost, will provide mandatory training to any OFD or City employee involved in receiving or responding to complaints of discrimination regarding the new procedures adopted by the OFD, as described in Paragraphs 22–25. This training also will be administered within sixty (60) days of hire or promotion for newly hired or promoted City human resources personnel involved in receiving or responding to complaints of discrimination during the life of this Decree.

29. All persons who undergo training pursuant to Paragraphs 27–28 will sign an acknowledgment of attendance at the training. Acknowledgments required

under this paragraph may be accomplished by electronic means, such as by e-signature. Defendant will keep on file, either electronically or in paper copy, all signed acknowledgments for the duration of this Decree and provide it to the United States within one (1) week upon written request.

VIII. RECORDKEEPING AND COMPLIANCE MONITORING

30. While the Decree remains in effect, the United States shall maintain an external liaison or point of contact for OFD or City employees to discuss concerns with the implementation of the Decree. The liaison or point of contact may be reached at: (1) the phone number 1-800-556-1950; and (2) the e-mail address orlandofireagreement@usdoj.gov. The phone number and e-mail address are subject to revision in writing by the United States. Defendant shall provide this contact information with a summary agreed to by the City and the United States about the injunctive relief provided in the Consent Decree to all recipients of the new policies set forth in Paragraphs 19–20 when those policies are distributed, including when they are distributed as described under Paragraph 21.

31. For the duration of this Decree, the City will notify the United States within ten (10) days of any complaints of sexual harassment or retaliation made by an employee of the OFD following the entry date of the Decree. Also, within ten (10) business days of extending the 120-day deadline for a written disciplinary recommendation pursuant to Paragraph 24(c), Defendant will provide written explanations to the United States as to the unusual or exigent circumstances that

justify extending the 120-day deadline. For the duration of this Decree, the City will provide quarterly reports to the United States identifying all complaints of sexual harassment or retaliation made by an employee of the OFD following the entry date of the Decree. The first quarterly report is due ninety (90) days after the date of entry of this Decree, with a report due every ninety (90) days after that for the duration of the Decree. At a minimum, the reports provided to the United States shall include the following: (1) the date of the complaint and the date the complaint was received by the City (if different from the date of the complaint); (2) a description of the complaint; (3) the name(s) and title(s) of individual(s) who conducted or are conducting the investigation, the date the investigation was concluded, and the steps taken during the investigation; (4) if an investigation is ongoing, the stage of the investigation, the name(s) of individual(s) interviewed, and an estimate of when the investigation is expected to conclude; (5) the findings of the investigation and nature of any corrective action or discipline given; and (6) a description of the City's efforts to ensure that the accountability measures for Supervisors implemented under Paragraph 20(d) is carried out.

32. 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.

33. 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:

- (a) Complaints or charges of sexual harassment or retaliation made by employees of and individuals holding positions of employment in the OFD: (1) internally; (2) with the EEOC; or (3) through or with any other federal or state agency authorized to receive such complaints. The United States shall not publicly disclose any complaints or charges received under this Paragraph unless it is required for the enforcement of this Decree. The United States shall consult with the Defendant before any such disclosure.
- (b) Any disciplinary action taken related to the complaints in Paragraph 33(a). This provision applies to any claims that arise from the effective date of this Decree through the term of this Decree as defined in Paragraph 41 of this Decree.

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, or disciplinary action

taken related to such complaints or charges. The United States will have the right to inspect and copy all documents related to such complaints or charges, or disciplinary action taken related to such complaints or charges, upon reasonable notice to the Defendant without further order of this Court.

IX. DISPUTE RESOLUTION

34. 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

35. 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

36. 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.

37. 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.

38. All documents required to be delivered under this Decree to Ms. Sumter will be sent to the following address:

Jill S. Schwartz, Esq.
Jill S. Schwartz & Associates, P.A.
655 W. Morse Boulevard, Suite 212
Winter Park, FL 32789
jschwartz@schwartzlawfirm.net

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

Brian McEntire, Senior Trial Attorney
Ejaz Baluch, Trial Attorney
Employment Litigation Section
4 Constitution Square
150 M Street NE, Room 9.143
Washington, D.C. 20002
brian.mcentire@usdoj.gov
ejaz.baluch@usdoj.gov

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

Jody Litchford, Esq.
Deputy City Attorney
City Attorney's Office
400 South Orlando Avenue
Orlando, FL 32801
Jody.Litchford@cityoforlando.net

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

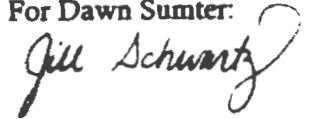
XII. DURATION OF THE DECREE

41. 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 eighteen (18) months from entry 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 _____, 2021.

Hon. _____
United States District Judge

For Dawn Sumter:

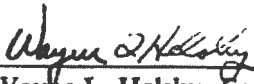


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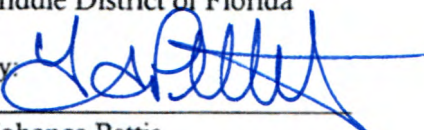
By:

Delora L. Kennebrew
Chief
Employment Litigation Section


Clare Geller, Deputy Chief
Brian G. McEntire, Senior Trial
Attorney
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KARIN HOPPMANN
Acting United States Attorney for the
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APPENDIX A

RELEASE

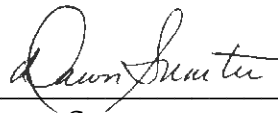
I, Dawn Sumter, for and in consideration of accepting the relief to be provided to me under the provisions of the Consent Decree entered in United States v. City of Orlando, Florida (M.D. Fla.), hereby release and discharge the City of Orlando, Florida ("City"), former City Fire Chief Roderick Williams in his official capacity, and the City's current employees and agents from all legal and equitable claims which have been or could have been asserted in the United States' Complaint or based on the charge of discrimination that I filed with the Equal Employment Opportunity Commission (Charge No. 515-2017-00547).

I understand that the relief to be given to me does not constitute an admission by the City of the validity of any claim raised by me, or on my behalf nor does it constitute liability for any wrongdoing or violation of any applicable federal law or regulation.

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

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

Signed this 29 day of March, 2021.



Dawn Sumter