

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN**

UNITED STATES OF AMERICA)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. 2:18-cv-00343-PP
)	
)	
OZAUKEE COUNTY, WISCONSIN,)	
)	
Defendant.)	
)	
)	

SETTLEMENT AGREEMENT

This action was brought by Plaintiff United States of America (“United States”) against Defendant Ozaukee County, Wisconsin (“County”) to enforce the provisions of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.* (“Title VII”), following receipt by the Department of Justice from the Equal Opportunity Employment Commission of a charge of discrimination filed by Barnell Williams (“Williams”), a former certified nursing assistant at the County’s Lasata Care Center (“Lasata”). In its Complaint, the United States alleges that, through the actions of Lasata, the County violated Section 703(a) of Title VII by failing or refusing to reasonably accommodate Williams’s religious observance, practice, and/or belief (i.e., refraining from receiving a vaccination).

The County denies it discriminated against Williams on the basis of religion in violation of Title VII. Nevertheless, the United States and the County (together, the “Parties”), desiring that this action be settled and without the burden of protracted litigation, hereby enter into this Settlement Agreement (“Agreement”) and agree to file with the Court a Stipulation of Dismissal

to dismiss this action with prejudice. This Agreement shall in no way constitute an adjudication or finding on the merits of the case, nor be construed as an admission by the County or a finding of wrongdoing or violation of any applicable federal law or regulation.

In resolution of this action, the Parties hereby AGREE to the following:

A. INSTITUTIONAL CORRECTIVE ACTIONS

The County, by and through its officials, agents, employees, and all persons in active concert or participation with the County (collectively, the “County”), agrees to –

1. Not engage in any practice that unlawfully discriminates against any employee or prospective employee because of his or her religious observance, practice, and/or belief in violation of Title VII, and reasonably accommodate all aspects of the religious beliefs, observances, and practices of Lasata employees or prospective employees in compliance with Title VII; and

2. Not unlawfully retaliate against any person because that person has opposed allegedly discriminatory policies or practices or has filed a charge with the EEOC, or because of that person’s participation in or cooperation with the initiation, investigation, litigation or administration of this case or this Agreement, in violation of Title VII.

3. Regarding Lasata’s policy on religious exemptions from vaccinations, the County agrees to –

a. Not require in policy or practice that a Lasata employee submit a letter from a clergy leader, or similar attestation from a third party, in order to obtain a religious exemption from its flu vaccination requirement;

b. Revise the policy as necessary, within 30 days of the effective date of this Agreement, so it states, at a minimum: the person or office within the Lasata facility who is

authorized to receive the request, the form the request must take (e.g., written or verbal), the information that must be included in their request, a brief description of the process for reviewing the request, and the person who makes the final decision on whether the request is granted or denied; and

c. Provide a copy of the revised policy to the Department of Justice within 60 days of the effective date of this Agreement; and

d. Report to the Department any employee requests for religious exemptions from Lasata's vaccination requirement and the outcome of such requests during the one-year term of this Agreement.

4. The County agrees to timely respond to all reasonable requests for records and information from the Department of Justice to verify the County's compliance with the terms of this Agreement.

B. INDIVIDUAL RELIEF FOR BARNELL WILLIAMS

1. Without admitting the allegations in the United States' Complaint, and in settlement of the claims of the United States for relief on behalf of Williams, who, by her signature to the release attached as Appendix A, accepts the relief to be given her pursuant to this Agreement, the County shall, within 15 days of the effective date of this Agreement, pay Williams a total monetary award of \$18,000, which shall be considered compensatory damages and not subject to withholdings. The County shall issue to Williams an IRS Form 1099 for the amount of this award and any other appropriate IRS tax forms prescribed by law.

2. The County shall make payment to her by mailing a check payable to "Barnell Williams" to the address for her that the United States has provided to the County or by personally hand delivering the check to Ms. Williams. Within 10 days after the County's

compliance with its payment obligation, the County shall provide written documentation of compliance to counsel for the United States by regular or electronic mail at the following address:

Louis Whitsett
Senior Trial Attorney
U.S. Department of Justice
Civil Rights Division
Employment Litigation Section, PHB 4038
950 Pennsylvania Avenue, NW
Washington, DC 20530
Louis.Whitsett@usdoj.gov

C. MISCELLANEOUS

1. The Parties shall bear their own costs and expenses of litigation, including attorneys' fees.

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

3. This Agreement constitutes the entire agreement and commitment of the Parties. Any modifications to this Agreement must be mutually agreed upon and memorialized in a writing signed by the Parties.

4. The term of this Agreement is one year from its effective date.

D. EFFECTIVE DATE

The effective date of this Agreement is the date on which the Parties file a Stipulation of

Dismissal with the Court dismissing this action with prejudice.

DATED AND ENTERED this 3rd day of May 2019.

Agreed and consented to by:

Attorneys for Plaintiff United States of America

ERIC S. DREIBAND
Assistant Attorney General
Civil Rights Division

By:

DELORA L. KENNEBREW
Chief
Employment Litigation Section
Civil Rights Division

/s/ Louis Whitsett
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/s/ Sonya Sacks
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APPENDIX A

RELEASE

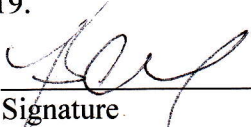
I, Barnell Williams, for and in consideration of accepting the monetary relief (\$18,000) to be provided to me under the provisions of the Settlement Agreement resolving the lawsuit in United States v. Ozaukee County, Wisconsin, Civ. No. 2:18-cv-00343 (E.D. Wis.), which Agreement has been provided to me and I have read, hereby release and discharge Ozaukee County, Wisconsin, and its current, former, and future officials, employees, and agents, from all legal and equitable claims which have been or could have been asserted in the complaint filed in that case and the charge of discrimination filed with the Equal Employment Opportunity Commission (EEOC Charge No. 443-2017-00079). This Release shall be effective upon my receipt of the monetary relief.

I hereby further represent and agree:

1. That the consideration is in full payment for this Release and there is no understanding or agreement of any kind for any further or future consideration whatsoever either implied and/or expected;
2. That I have voluntarily executed this Release;
3. That I fully understand the terms of this Release and have had the opportunity to seek the advice of counsel;
4. That I hereby declare that I suffer from no legal disabilities or mental or physical disabilities which would disable me from executing this Release;
5. That, by signing this Release, I am withdrawing my charge of discrimination in this matter originally filed with the Equal Employment Opportunity Commission (EEOC Charge No. 443-2017-00079) and later referred to the United States Department of Justice

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

Signed this 30th day of April, 2019.



Signature

Barnell Williams