

Exhibit 1

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

UNITED STATES OF AMERICA,

Plaintiff,

and

SYLVIA COLEMAN,

*Plaintiff-Intervenor and
Counter-Defendant*

v.

CITY OF LANSING, MICHIGAN

Defendant and Counter-Plaintiff.

Case No.: 1:22-CV-641
Honorable Robert J. Jonker

CONSENT DECREE

I. INTRODUCTION

1. The United States of America (“United States” or “Plaintiff”) brought this action against the City of Lansing (“Lansing,” “City,” or “Defendant and Counter-Plaintiff”) 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 the United States’ receipt from the Equal Employment Opportunity Commission (“EEOC”) of a charge of discrimination timely filed by Sylvia Coleman (“Ms. Coleman” or “Plaintiff-Intervenor and Counter-Defendant”) against Lansing. (Plaintiff, Plaintiff-Intervenor, Defendant, Counter-Plaintiff and Counter-Defendant are collectively referred to as “the Parties.”)

2. This Court has jurisdiction over this action under 42 U.S.C. §§ 2000e-5(f), 2000e-6(b) and 28 U.S.C. §§ 1331, 1343(a), 1345, and 1367.

3. In its Amended Complaint, the United States alleges that Lansing discriminated against Sylvia Coleman in violation of Title VII when it failed to provide her with a reasonable accommodation or to show undue hardship and terminated her employment because she could not work from Friday sundown through Saturday sundown due to her religious observance of the Sabbath as a Seventh-day Adventist. The Amended Complaint further alleges that Lansing retaliated against Ms. Coleman when it filed a counterclaim against her for fraudulent misrepresentation after she intervened in the present action.

4. Ms. Coleman has filed a complaint in intervention in this case, asserting that Lansing failed to provide her with a reasonable accommodation or to show undue hardship and terminated her employment because she could not work from Friday sundown through Saturday sundown due to her religious observance of the Sabbath. Ms. Coleman further alleges that the termination was in retaliation for her engaging in protected activity.

5. Lansing has filed a Counterclaim against Ms. Coleman for fraudulent misrepresentation, asserting that Ms. Coleman made fraudulent misrepresentations on her application for employment and during the interview process relating to the position of detention officer with the City of Lansing.

6. The Parties, desiring that Ms. Coleman's EEOC Charge No. 471-2018-03825 against Lansing ("EEOC Charge"), the United States' and Plaintiff-Intervenor's religious discrimination and retaliations claims, and Lansing's Counterclaim for fraudulent misrepresentation, all at issue in Case No. 1:22-CV-641, be settled by this Consent Decree ("Decree") 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 further agree to the entry of this Decree as final and binding between them with regard to all issues raised: (a) in Ms. Coleman's EEOC Charge; (b) in the Amended Complaint filed by the United States; (c) in the

Complaint filed by Plaintiff-Intervenor Coleman; and (d) in Lansing's Counterclaim.

7. This Decree, being entered into with the consent of the Parties, shall not constitute an adjudication or finding on the merits of any claim in this case.

8. Defendant and Counter-Plaintiff Lansing denies that it has discriminated against any individual on the basis of his or her sincere religious observance, practice or belief in a manner inconsistent with Title VII. Lansing denies that it retaliated against Ms. Coleman when it terminated her employment or when it filed its Counterclaim against her.

9. Plaintiff-Intervenor and Counter-Defendant Coleman denies that she engaged in fraudulent misrepresentation as alleged in Lansing's Counterclaim filed against her with respect to her application and interview for the Detention Officer position or with respect to her employment as a Detention Officer with Lansing.

10. Subject to the Court's approval of this Decree, for purposes of this Decree only, the Parties waive findings of fact and conclusions of law on the merits of this case and further agree to entry of this Decree as a final and binding agreement between them with regard to all claims asserted in the United States' Amended Complaint, in Plaintiff-Intervenor Coleman's Complaint, and in Lansing's Counterclaim.

11. In resolution of this action, the Parties hereby agree to, and the Court expressly **APPROVES, ENTERS, and ORDERS**, the following:

II. PARTIES AND DEFINITIONS

12. "Days" refer 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.

13. "Effective Date" refers to the date of entry of this Decree by the Court.

14. "Entry" of the Decree refers to the date that this Decree is signed by the District Court Judge as indicated below.

15. “Plaintiff” refers to the United States.

16. “Plaintiff-Intervenor” and “Counter-Defendant” refers to Ms. Coleman.

17. “Defendant” and “Counter-Plaintiff” refers to the City of Lansing, and includes its current, former, and future agents, employees, officials, designees, and successors in interest.

18. “Parties” refers collectively to Plaintiff United States, Plaintiff-Intervenor Sylvia Coleman, and Defendant City of Lansing.

19. “This action” refers collectively to all Complaints filed by the United States and Plaintiff-Intervenor and to Lansing’s Counterclaim filed in Case No. 1:22-CV-641.

III. INDIVIDUAL RELIEF

20. In settlement of the Parties’ claims in this action, Lansing agrees to provide Ms. Coleman with the following individual relief as set forth below.

21. In Consideration for the signing of Appendix A, within thirty (30) days of the effective date of this Agreement, Lansing shall make payment by checks to Ms. Coleman, mailed to the payee via certified mail, return receipt requested. Ms. Coleman, through counsel, shall inform Lansing to whom and how to make the checks payable and to what addresses to send the checks.

22. The gross sum of \$50,000.00 allocated to Ms. Coleman shall be comprised of \$10,000.00 related to back pay claims and \$40,000.00 related to non-economic compensatory claims.

- a. For amounts allocated to back pay claims, Lansing shall withhold all appropriate income tax withholdings and statutory deductions, and shall separately pay its portion of any Social Security tax and other applicable federal, state and local employer-side taxes due, and shall not deduct its portion of such taxes from the amount paid to Ms. Coleman. Lansing shall pay

all such withheld monies to the appropriate governmental agencies and shall issue Ms. Coleman the appropriate Internal Revenue Service (“IRS”) tax forms on or before the date it is required by law to do so.

- b. For the amount attributable to non-economic compensatory claims, that amount shall be paid to Ms. Coleman in full without any withholdings taken out, and Lansing shall issue Ms. Coleman an IRS Form 1099 and any other appropriate forms for that amount on or before the date it is required by law to do so. Ms. Coleman and Plaintiff’s counsel shall provide all forms required to ensure the timely payment under this provision.
- c. Within seven (7) days of Lansing sending all payments contemplated under Paragraph 22, Lansing shall provide written confirmation of payment to the United States.

IV. GENERAL INJUNCTIVE RELIEF

23. Lansing, its employees, supervisors and agents, jointly and severally, will not engage in any act or practice that unlawfully discriminates against any employee or applicant because of his or her sincere religious observance, practice, or belief, including unlawfully denying an employee or applicant a reasonable accommodation for his/her sincere observance, practice, or belief in compliance with Title VII.

24. Lansing will not retaliate against any person: because that person has complained about religious discrimination or requested a religious accommodation; because of that person’s opposition to allegedly discriminatory acts, policies, or practices; or because of that person’s participation in or cooperation with the initiation, investigation, litigation or administration of this action or any Title VII action.

V. DEVELOPMENT AND REVISION OF ANTI-RELIGIOUS DISCRIMINATION AND RELIGIOUS ACCOMMODATION POLICIES AND PROCEDURES

25. Within ninety (90) days of the entry of this Decree, Lansing shall provide to the United States a written policy on anti-religious discrimination and religious accommodation, for the United States' review and approval. This policy shall be applicable to all Lansing employees and any job applicants.

26. At a minimum, the anti-religious discrimination and religious accommodation policy referenced in Paragraph 25 shall include the following:

- a. A prohibition on unlawful discrimination on the basis of sincere religious observance, practice, and belief;
- b. An explanation of the individuals covered under Title VII, including applicants, current, and former employees;
- c. An explanation that "religion" means all aspects of an individual's sincere religious observance, practice, or belief;
- d. An explanation that the employer has a duty to reasonably accommodate an employee's request for religious accommodation based on the employee's sincere religious observance, practice, or belief unless the employee's request would place an undue hardship on the conduct of the employer's business;
- e. An explanation of how an employee or applicants can make a religious accommodation request, including orally or in writing;
- f. The designation of a religious accommodation coordinator for the City of Lansing (that covers all Departments), who will be trained in, and specifically responsible for engaging in an interactive process with the employee to understand the request and to determine any potential accommodations as well as responding to and approving/denying requests for religious accommodation

- or complaints of religious discrimination;
- g. A description of the procedures to be followed for religious accommodation requests, including but not limited to documenting all requests in writing; documenting the decision of whether to approve or deny a request for accommodation in writing; providing the requesting employee or applicant with a copy of all written documentation related to the request; and explaining the procedure for appealing the denial of a request;
 - h. A description of the process for making an internal complaint regarding religious accommodation issues, including: (i) each step in the complaint process; (ii) the individual(s) to whom complaints are to be made, including the contact information for the religious accommodation coordinator(s); (iii) a statement encouraging employees to bring a complaint or request for accommodation as soon as practicable; (iv) the time periods for investigating and resolving the complaint; (v) the steps to be taken during the investigation and resolution process; and (vi) a statement that an employee may also file a timely complaint with the EEOC along with or in lieu of filing an internal complaint with Lansing;
 - i. A provision for disciplinary action, up to and including termination, applicable to employees, supervisors, and managers who are proven to engage in discrimination based on religion;
 - j. A requirement that supervisors who learn of possible religious discrimination must take prompt action to report and address the issue; and
 - k. A provision that compliance with Lansing's non-discrimination policies, including its religious accommodation policy, will be a factor in each

supervisor's performance evaluation, where permissible.

27. The United States shall review the policy and approve the policy or provide revisions to the proposed policy within sixty (60) days of its receipt. Any disagreement between the United States and the Defendant regarding the language of the proposed policy shall be governed by the process outlined in Section IX.

28. Within sixty (60) days of receiving approval from the United States on the anti-religious discrimination and religious accommodation policy, the City of Lansing agrees to:

- a. Distribute these policies to all current employees;
- b. Post these policies on its website, accessible to both current and potential employees;
- c. Reference these policies in its job application materials;
- d. Distribute these policies to all attendees at any new employee orientation or training sessions; and
- e. Distribute these new policies at the trainings referenced in Section VII below.

VI. DEVELOPMENT AND REVISION OF ANTI-RETALIATION POLICIES AND PROCEDURES

29. Within ninety (90) days of the entry of this Decree, Lansing shall provide to the United States a written policy on retaliation ("anti-retaliation policy") for the United States' comment and approval.

30. At a minimum, the anti-retaliation policy shall include:
- a. A definition of retaliation under Title VII with examples;
 - b. An explanation of the individuals covered under Title VII, including applicants, current, and former employees;
 - c. An explanation of what constitutes protected activity under Title VII with examples;

- d. A description of the complaint process, including the ways in which an employee or applicants may make a complaint of retaliation;
- e. A provision for disciplinary action, up to and including termination, applicable to employees, supervisors, and managers who are proven to engage in retaliation against employees who engage in activity protected by Title VII;
- f. A requirement that supervisors who learn of possible retaliation must take prompt action to report and address the issue; and
- g. A provision that compliance with Lansing's non-discrimination policies, including its anti-retaliation policy, will be a factor in each supervisor's performance evaluation, where permissible.

31. The United States shall review the policy and approve the policy or provide revisions to the proposed policy within sixty (60) days of its receipt. Any disagreement between the United States and the Defendant regarding the language of the proposed policy shall be governed by the process outlined in Section IX.

32. Within sixty (60) days of receiving approval from the United States on the anti-retaliation policy, Lansing will:

- a. Distribute these policies to all current employees;
- b. Post these policies on its website, accessible to both current and potential employees;
- c. Reference these policies in its job application materials;
- d. Distribute these policies to all attendees at any new employee orientation or training sessions; and
- e. Distribute these new policies at the trainings referenced in Section VII below.

VII. TRAINING

33. As part of the settlement of this case, the City of Lansing Human Resources Department will participate in an EEOC, Michigan Department of Civil Rights (“MDCR”), or 3rd party EEO provider approved training course that includes discrimination training. On or before August 31, 2023, the City will schedule that training to be conducted by EEOC, MDCR or any other bonified 3rd party EEO provider on the City’s newly revised anti-retaliation and anti-religious discrimination and religious accommodation policies and procedures. The training will occur within a reasonable time after September 1, 2023.

34. Within (90) days after the City of Lansing Human Resources Department receives training by the EEOC, MDCR, or other bonified 3rd party EEO provider, the City will provide DOJ with the training materials it intends to use for the training of City employees.

35. The United States will notify Defendant in writing within thirty (30) days of receipt of any proposed training whether it has any objections to the proposed training. Any disagreement between the United States and Defendant regarding the language of the proposed training shall be governed by the process outlined in Section IX.

36. Within ninety (90) days from the date the United States has approved both the anti-religious discrimination and religious accommodation and the anti-retaliation training materials, and every year thereafter on or around the same date for the duration of this Decree, the City of Lansing will provide mandatory anti-religious discrimination and accommodation training and anti-retaliation training for all of its permanent full-time and part-time City of Lansing employees, absent extenuating circumstances (e.g., FMLA leave). Lansing shall distribute the new anti-religious discrimination and religious accommodation and anti-retaliation policies to all attendees at these trainings.

37. All trainings shall be interactive, trainer-led, but may be conducted in person or

virtually.

38. The City of Lansing shall ensure that all employees listed in Paragraph 36 attend the inaugural and subsequent yearly trainings, for the duration of the Decree. Lansing agrees that at least one of these trainings will occur during the duration of this Decree.

39. All persons who undergo trainings pursuant to Paragraph 36 will sign an acknowledgement of attendance at the training. Acknowledgements required under this paragraph may be accomplished by electronic means, such as by e-signature. Defendant will keep on file all signed acknowledgements for the duration of this Decree and provide them to the United States within twenty-one (21) days upon written request.

VIII. RECORD KEEPING AND REPORTING

40. Defendant will retain records necessary to implement this Decree. Except as otherwise provided, 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.

41. Defendant will retain all documents or electronically stored information (as those terms are construed under Rule 34(a) of the Federal Rules of Civil Procedure) that come into its possession relating to:

- a. Requests for religious accommodations and decisions with respect to such requests;
- b. Written complaints or written charges of Title VII retaliation or Title VII religious discrimination or failure to accommodate claims made by employees or applicants of the City: (1) internally (through Lansing's internal complaint process established in Section V and VI above); (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; and

- c. Any disciplinary action taken related to the complaints or charges referred to in Paragraph 41(b). This provision applies to any complaints or charges that arise from the effective date of this Decree through the term of this Decree as defined in Paragraph 53 of this Decree.

42. Defendant will provide copies of such records to the United States within ten (10) business days of its receipt of complaints or charges (Paragraph 41(b)), or disciplinary action taken related to such written complaints or written charges (Paragraph 41(c)). 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 Defendant without further order of this Court.

IX. DISPUTE RESOLUTION

43. 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

44. 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, which jurisdiction shall terminate as provided in Paragraph 53.

XI. MISCELLANEOUS

45. The United States and the City of Lansing shall bear their own costs and fees in this action, including the costs of compliance or monitoring.

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

47. To the extent possible, all documents required to be delivered to the Parties under this Decree shall be sent via electronic mail.

48. Where such electronic delivery is not possible all documents delivered under this Decree to Ms. Coleman shall be sent to the following physical address:

Todd McFarland, Esq.
12501 Old Columbia Pike
Silver Spring, MD 20904-6600

49. Where electronic delivery is not possible, documents delivered under this Decree to the United States should be sent to the following physical address via delivery via FedEx or UPS service:

Sara Safriet, Senior Trial Attorney
Employment Litigation Section
4 Constitution Square
150 M Street NE, Room 9.1140
Washington, D.C. 20002

50. Where electronic delivery is not possible, documents delivered under this Decree to Defendant will be sent to the following physical address:

James D. Smiertka, City Attorney
City of Lansing: Office of the City Attorney
124 W. Michigan Avenue, 5th Floor
Lansing, MI 48933

51. The Parties may update physical or electronic mailing addresses without requiring any changes to this Decree.

52. This Decree may be executed in multiple counterparts, each of which together

shall be considered an original but all of which shall constitute one Decree. The Parties agree to be bound by electronic signatures.

XII. DURATION OF THE DECREE

53. 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 twenty (20) months from the effective date and the jurisdiction of the Court over the Parties to this case shall terminate.

54. Either Party may move the Court to extend the Decree's duration upon a showing of good cause, including but not limited to noncompletion of material terms of the Decree.

It is so **ORDERED**, this _____ day of _____, 2023

Hon. Robert J. Jonker
UNITED STATES DISTRICT JUDGE

Agreed and consented to:

KRISTEN CLARKE
Assistant Attorney General

By:
KAREN D. WOODARD
Chief

CLARE GELLER
Deputy Chief

/s/ Sara Safriet
SARA SAFRIET (DC Bar No. 1012810)
CHRISTOPHER WOOLLEY (CA Bar No. 241888)
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/s/Todd R. McFarland
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Counter-Defendant Sylvia Coleman*

/s/Jim Smiertka
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/s/Clifford Hammond
Foster, Swift, Collins, and Smith, PC
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*Counsel for Defendant /
Counter-Plaintiff City of Lansing*

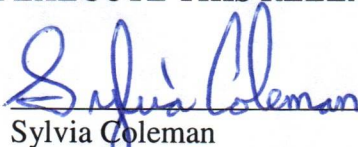
APPENDIX A

Sylvia Coleman Release Against City of Lansing

I, Sylvia Coleman, for and in consideration of accepting the relief to be provided to me under the provisions of the Consent Decree entered in *United States, and Sylvia Coleman v. City of Lansing*, Case No.: 1:22-CV-641, in the Western District of Michigan, hereby releases and discharges the City of Lansing, its officers, officials, elected officials, employees, agents, insurers and any other person, firm or corporation charged or chargeable with any responsibility or liability from all legal and equitable claims ("Released Parties") which have been or could have been asserted in the United States' or my Complaint or based on the charge of discrimination filed with the Equal Employment Opportunity Commission (Charge Number 471-2018-03825).

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

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



Sylvia Coleman

Date: 2/14/2023

City of Lansing Release Against Sylvia Coleman

The City of Lansing hereby releases and discharges the Sylvia Coleman from any and all claims it has or could have been asserted against Sylvia Coleman in this case.

The City understands that the relief to be given to the City does not constitute an admission of liability by Sylvia Coleman of the validity of any claim raised by the City, or on the City's behalf, nor does it constitute an admission of liability for any wrongdoing or violation of any applicable federal or state law or regulation.

By: _____

Its: City Attorney

Date: _____

APPENDIX A

Sylvia Coleman Release Against City of Lansing

I, Sylvia Coleman, for and in consideration of accepting the relief to be provided to me under the provisions of the Consent Decree entered in *United States, and Sylvia Coleman v. City of Lansing*, Case No.: 1:22-CV-641, in the Western District of Michigan, hereby releases and discharges the City of Lansing, its officers, officials, elected officials, employees, agents, insurers and any other person, firm or corporation charged or chargeable with any responsibility or liability from all legal and equitable claims (“Released Parties”) which have been or could have been asserted in the United States’ or my Complaint or based on the charge of discrimination filed with the Equal Employment Opportunity Commission (Charge Number 471-2018-03825).

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

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

Sylvia Coleman

Date: _____

City of Lansing Release Against Sylvia Coleman

The City of Lansing hereby releases and discharges the Sylvia Coleman from any and all claims it has or could have have been asserted against Sylvia Coleman in this case.

The City understands that the relief to be given to the City does not constitute an admission of liability by Sylvia Coleman of the validity of any claim raised by the City, or on the City’s behalf, nor does it constitute an admission of liability for any wrongdoing or violation of any applicable federal or state law or regulation.

/s/ Jim Smiertka _____

Its: City Attorney
Attorneys for Defendant City of Lansing
124 W. Michigan Ave., 5th Floor
Lansing, MI 48933
(517) 483-4320
CityAtty@lansingmi.gov

Date: 2/15/23