

UNITED STATES DISTRICT COURT

MIDDLE DISTRICT OF FLORIDA

ORLANDO DIVISION

CIVIL ACTION NO. 99-968-Civ-Orl-22A

UNITED STATES OF AMERICA,
Plaintiff,

vs.

THE CITY OF WINTER SPRINGS,
FLORIDA,
Defendant.

SETTLEMENT AGREEMENT

This action comes before this Court upon the filing of a Complaint by the United States alleging violations of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, *et seq.* (hereinafter "Title VII"). In its Complaint, the United States alleges that the City of Winter Springs, Florida, in its Fire Department, has discriminated in employment against Mr. Stacy Howell Goodbread, a Charging Party before the Equal Employment Opportunity Commission ("EEOC") (Charge No. 150-94-2884) because of his religion. The Defendant denies all allegations of unlawful discrimination.

The parties, being desirous of appropriately settling this action, agree to the jurisdiction of this Court over them and the subject matter of this action, and hereby waive the entry of findings of fact, conclusions of law and entry of judgment. The parties, desiring to avoid protracted and unnecessary litigation, also accept this Agreement as final and binding upon themselves as to all the issues raised in the Complaint. This Agreement, being entered with the consent of the parties, shall not constitute an admission, adjudication or finding on either the merits of this action or any defenses raised during the pendency of this action.

In final resolution of this action, the parties hereby agree and the Court expressly approves, enters and orders the following:

I. DEFINITIONS

1. "Date of entry of this Agreement" shall mean the date that the Court gives final approval to this Agreement by signing and entering the Agreement as an order of the Court.
2. "Agreement" shall mean this Agreement and all appendices and attachments thereto.
3. "Defendant" shall mean the City of Winter Springs, Florida.
4. "Charging Party" shall mean Stacy Howell Goodbread.
5. "Parties" shall mean the United States of America, the City of Winter Springs, Florida and Stacy Howell Goodbread.

II. RELIEF

1. The Charging Party, by his signature to this Agreement and the "Release of All Claims" that is attached hereto and incorporated herein by express reference as Exhibit A, accepts the sum of Thirty Thousand Dollars (\$30,000.00) in compensation for damages other than income which shall be paid by the Defendant or by the self-insured program of which the Defendant is a member. The payment of this sum is not an admission of liability and shall not be construed as such. The Defendant shall ensure that this amount shall be paid to the Charging Party within twenty (20) days after the Date of entry of this Agreement.

2. The Defendant acknowledges that it shall not engage in any act or practice that has the purpose or effect of unlawfully discriminating on the basis of religion against any employee, applicant or potential applicant for employment with the City of Winter Springs in its Fire Department. The Defendant states that it has provided and continues to provide cultural diversity and sensitivity training and will ensure that such training includes training on the need to reasonably accommodate religious beliefs, observances and practices, as well as, prohibition against religious discrimination. Any Winter Springs Fire Department supervisor who has not received such training shall do so by September 1, 2000.

3. The Defendant acknowledges that it shall not retaliate against any person, if any, because that person has opposed allegedly discriminatory policies or practices by the City of Winter Springs in its Fire Department or because of that person's participation in or cooperation with the initiation, investigation, litigation or administration of this action or this Agreement.

III. ATTORNEYS' FEES AND RELATED COSTS

1. The parties shall bear their own costs and expenses, including attorneys' fees, in this action.

IV. DISMISSAL WITH PREJUDICE

Upon the entry of this Settlement Agreement by the Court, and within thirty (30) days after proof of payment of the sum of money to the Charging Party and completion of the training as referred to in Section II, paragraph 2, of this Agreement as outlined above, the United States of America shall execute a Joint Stipulation for Dismissal of this case with prejudice. Failure by the Department of Justice to enforce this entire

Agreement or any provision thereof shall not be construed as a waiver of its right to do so.

ON BEHALF OF THE

UNITED STATES:

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Stacy Howell Goodbread
Charging Party

ON BEHALF OF THE CITY
OF WINTER SPRINGS, FLORIDA:

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ON BEHALF OF THE CITY
WINTER SPRINGS, FLORIDA:

Paul P. Partyka, Mayor
City of Winter Springs
1126 East S. R. 434
Winter Springs, Florida 32708

Date: July _____, 2000.

So ORDERED this _____ day of _____, 2000.

ANNE C. CONWAY
UNITED STATES DISTRICT JUDGE