

UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF TEXAS
GALVESTON DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

CIVIL ACTION NO. G-01-010
JUDGE SAMUEL B. KENT

CHRISTOPHER JORDAN,

Plaintiff-Intervenor,

v.

JAMES D. MITCHELL,
Matagorda County Sheriff, in
his official capacity,

Defendants.

SETTLEMENT AGREEMENT

This action was brought by the United States against Matagorda County⁽¹⁾ and Matagorda County Sheriff James D. Mitchell, in his official capacity, ("defendants") 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 Employment Opportunity Commission ("EEOC") of a charge filed by Christopher Jordan, a former employee in the Matagorda County Sheriff's Department.

In its complaint, the United States alleges that defendants have violated Title VII by subjecting Mr. Jordan to disparate discipline, including discharge, on the basis of his race, black, and in retaliation for his filing of a discrimination charge with the EEOC and/or making an internal complaint of race discrimination to officials in the sheriff's department.

The defendants deny any violation of Title VII and the allegations of discrimination and all claims other than the claim of retaliation have been dismissed by the Court's Summary Judgment of January 11, 2002. The parties, desiring that the claims in this action be settled by appropriate settlement agreement and without the burden of protracted litigation, agree to the jurisdiction of this Court over the parties and the subject matter of this action. Subject to the Court's approval of this settlement agreement, the parties waive a hearing and findings of fact and conclusions of law on all issues, and further agree to the entry of this agreement as final and binding between themselves as to the issues raised in the United States' complaint and Mr. Jordan's complaint in intervention filed in this case and the matters resolved in this agreement.

This agreement, entered with the consent of the parties, shall in no way constitute an adjudication or finding on the merits of the case or any claim which was, or could have been, raised therein, nor be

construed as an admission by the defendants or a finding of any wrongdoing or violation of any applicable federal or state law or regulation.

As used in this agreement, the term "date of entry of this agreement" is defined as the date on which the Court grants final approval to and enters this settlement agreement with a final judgment of the Court.

It is therefore, AGREED:

A. GENERAL RELIEF

1. In accordance with 42 U.S.C. 2000e, and all other applicable federal and state statutes, Defendants shall continue to follow non-discriminatory employment policies and practices that treat all employees in the Matagorda County Sheriff's Department the same way, regardless of race, sex, national origin, religion, age, or disability status.
2. In accordance with 42 U.S.C. 2000e, and all other applicable federal and state statutes, Defendants, by and through their officials, agents, employees and all persons in active concert or participation with them in the performance of employment or personnel functions shall not retaliate against or in any respect adversely affect any person because that person formally or informally has complained of or otherwise opposed an allegedly discriminatory employment policy or practice, filed a charge with the EEOC or any state or local fair employment practices agency, or participated or cooperated in any proceeding under Title VII, including, but not limited to, the initiation, investigation, litigation, or administration of this case or this settlement agreement.

B. SPECIFIC RELIEF

1. Without admitting the allegations of the United States and plaintiff-intervenor Christopher Jordan, and in settlement of the claim of the United States for relief on behalf of Mr. Jordan and the claim for relief of Mr. Jordan as intervenor, whose signature below evidences his agreement to this settlement, Defendants agree to pay Mr. Jordan, in care of his attorney, Everett McClain, the amount of \$7,000 and Mr. Jordan shall not be required to return to Matagorda County any money paid to him as unemployment compensation.
2. Defendants also agree to issue to Mr. Jordan a Form 1099 or other appropriate form that reflects the award, and to inform Mr. Jordan that the award is subject to federal income tax.
3. Defendants also agree to notify the Matagorda County District Attorney that they request that the District Attorney dismiss all criminal charges pending against Mr. Jordan in Cause No. 99-4-209, State of Texas v. Christopher Jordan (Matagorda County Dist. Ct.) and to not refile same or similar charges based on the same allegations.
4. Neither Matagorda County nor Sheriff James D. Mitchell will affirmatively attempt to influence any decision by the Texas Commission on Law Enforcement Officer Standards and Education on the licensing of Mr. Jordan. Further, if contacted by the Texas Commission on Law Enforcement Officer Standards and Education about Mr. Jordan's license, Matagorda County and Sheriff James D. Mitchell will take no position on the issue.
5. By his signature on this settlement agreement and the attached release, Mr. Jordan has signified his acceptance of this settlement agreement as full and final resolution of this case and EEOC Charge No. 330-99-1828.

6. Defendants shall pay to Mr. Jordan, in care of his attorney, the monetary award specified in Paragraph B.1 of this agreement within fifteen (15) days of entry of final judgment by the Court.

7. Sheriff James D. Mitchell ("Sheriff") shall, within fifteen (15) days of entry of final judgment, give Mr. Jordan a letter, addressed to Christopher Jordan, stating that Mr. Jordan was an employee of the Matagorda County Sheriff's Department from October 7, 1995, until April 21, 1999 and that, as of last date of employment, Mr. Jordan was being paid at a rate of \$9.69 per hour. The Sheriff further agrees to write a memo addressed to all Sheriff's Department employees, a copy of which will be placed, and designated to remain permanently, in Mr. Jordan's personnel file, ordering all Sheriff's Department employees not to voluntarily tell anyone, including any prospective employers who may be seeking information about Mr. Jordan, any information about Mr. Jordan's tenure with the Matagorda County Sheriff's Department, other than the dates of Mr. Jordan's employment and final rate of pay, if employment information is requested generally. This memo will further order Matagorda County Sheriff's Department employees that they are not to give out further information about Mr. Jordan's tenure with the Matagorda County Sheriff's Department, even if the request is accompanied by a signed release from Mr. Jordan authorizing such release. However, Plaintiff and Plaintiff-Intervenor acknowledge and understand that, in accordance with the Texas Public Information Act, § 552.001, et. seq. Texas Government Code, Christopher Jordan's entire personnel file is, and shall remain, a public record subject to review and copying by any person or entity, including potential employers, upon a request in compliance with the Texas Public Information Act. Plaintiff and Plaintiff-Intervenor further understand and acknowledge that neither the Commissioners Court nor the current Sheriff may create policies nor impose orders which are binding upon any successor in office. Therefore, while Defendants have no present expectation that such order or memo will be countermanded, rescinded or modified by a successor sheriff, Plaintiff and Plaintiff-Intervenor understand and acknowledge that such a possibility exists and they therefore agree that no Defendant will be liable based upon an alleged breach of this agreement if it does.

C. COSTS AND EXPENSES

Each party shall bear its own costs and expenses, including attorney's fees.

SO APPROVED AND ENTERED this day of , 2002.

SAMUEL B. KENT, United States District Judge

Agreed and Consented to:

On behalf of Plaintiff
United States of America:

ALLEN W. LEVY
ALICIA D. JOHNSON
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On behalf of Plaintiff-Intervenor
Christopher Jordan:

CHRISTOPHER JORDAN

EVERETT McCLAIN
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On behalf of Defendants

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1221 McKinney Street
Houston, Texas 77010

RELEASE

United States and Christopher Jordan v. Matagorda County, Texas, and James D. Mitchell, Matagorda County Sheriff, sued in his official capacity

State of Texas }

County of Harris }

For and in consideration of the acceptance of the relief offered to me by Matagorda County, Texas, and Sheriff James D. Mitchell, in his official capacity, pursuant to the provisions of the settlement agreement agreed to by the parties and entered by the Honorable Samuel B. Kent, United States District Judge, on _____, 2002 in United States and Christopher Jordan v. Matagorda County, Texas, and James D. Mitchell, Matagorda County Sheriff, in his official capacity, Civil Action G-01-010 (S.D. Tex.), I, Christopher Jordan, hereby release and forever discharge Matagorda County and James D. Mitchell, Matagorda County Sheriff, individually and in his official capacity, its and his current and future officials, employees and agents, of and from all legal and equitable claims of employment discrimination based on race and retaliation arising out of that action which accrued prior to _____, [date of entry of Settlement agreement by the Court] and EEOC Charge No.

330-99-1828.

I understand that the relief granted to me in consideration for this Release does not constitute an admission by Matagorda County, Texas, or by James D. Mitchell, Matagorda County Sheriff, sued in his official capacity, of the validity of any claim raised by me or on my behalf.

This Release and the referenced settlement agreement constitute the entire agreement between Matagorda County, Texas, or by James D. Mitchell, Matagorda County Sheriff, sued in his official capacity, and me, without exception or exclusion.

I acknowledge that a copy of the settlement agreement in this action has been made available to me. **I HAVE READ THIS RELEASE AND UNDERSTAND THE CONTENTS THEREOF AND I EXECUTE THIS RELEASE OF MY OWN FREE ACT AND DEED.**

Date: _____

Christopher Jordan

Social Security Number _____ - _____ - _____

Subscribed and sworn to before me this ____ day of _____, 2002.

Notary Public

My commission expires: _____

1. The Court dismissed all claims against Matagorda County directly by its summary Judgment Order of January 11, 2002. Matagorda County enters into this agreement as a real party in interest in a suit against its Sheriff, in his official capacity.