

**SETTLEMENT AGREEMENT BETWEEN  
THE UNITED STATES DEPARTMENT OF JUSTICE,  
BRENDA S. MAYES,  
AND  
MORROW COUNTY, OHIO**

1. The parties to this Agreement are the United States Department of Justice ("Department of Justice"), Brenda S. Mayes and Morrow County, Ohio. Morrow County, Ohio and its current, former and future agents, employees, officials, designees, and successors in interest are referred to hereinafter as "Morrow County."

The parties hereby agree as follows:

**FACTUAL AND JURISDICTIONAL BACKGROUND**

2. This matter arises from a timely charge of discrimination filed by Ms. Brenda S. Mayes on January 12, 1998 with the Cleveland District Office of the Equal Employment Opportunity Commission ("EEOC"), EEOC charge number 220980446.

3. Ms. Mayes alleged in EEOC charge number 220980446 that she had been discriminated against in employment by Morrow County on the basis of her sex (female) because Morrow County had failed to hire her into the position of Highway Worker I. Pursuant to Section 706 of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e-5, the EEOC investigated the charge, found reasonable cause to believe that the allegation of discrimination in employment on the basis of sex was true, attempted unsuccessfully to achieve through conciliation a voluntary resolution of the charge and subsequently referred the matter to the Department of Justice pursuant to Section 706(f)(1) of Title VII, 42 U.S.C. § 2000e-5(f)(1).

4. The Attorney General of the United States is authorized, pursuant to Section 706(f)(1) of Title VII, 42 U.S.C. § 2000e-5(f)(1), to institute a civil action against a local government employer when the EEOC has determined that there is reasonable cause to believe that a charge of employment discrimination is true, and the EEOC has been unable to secure an acceptable conciliation agreement. These preconditions exist with respect to EEOC charge number 220980446 filed by Ms. Mayes, and the Department of Justice has authority to file suit on EEOC charge number 220980446 under Title VII, 42 U.S.C. 2000e-5(f)(1).

5. Morrow County denies that it has discriminated against Ms. Mayes in violation of Title VII.

6. In consideration for Morrow County's offer to Ms. Mayes, as specified in this Agreement, the Attorney General will not use EEOC charge number 220980446 as the jurisdictional basis for a civil action against Morrow County under Title VII.

7. The parties have determined that their respective interests can be met without engaging in protracted litigation to resolve this dispute, and have therefore voluntarily entered into this Agreement.

8. This Agreement, in whole or in part, shall not be construed as an admission by Morrow County of liability nor as an acceptance by the Department of Justice of any argument that Morrow County has previously made or may subsequently make as to the substance of the allegations in charge number 220980446.

**OFFER BY MORROW COUNTY**

9. Morrow County offers to Ms. Mayes a monetary amount of \$7,500, \$6,500 of which shall be considered back pay and \$1,000 of which shall be considered interest. Morrow County will withhold from the back pay amount Ms. Mayes' share of social security (FICA), federal and state taxes, and submit said monies to the appropriate government agencies. Morrow County will provide Ms. Mayes with a W-2 form or the equivalent for the back pay amount and an IRS Form 1099 or the equivalent to reflect the interest amount.

**OTHER PROVISIONS**

10. The Department of Justice will issue to Ms. Mayes a notice of right to sue on EEOC charge number 220980446 pursuant to Section 706(f)(1) of Title VII, 42 U.S.C. § 2000e-5(f)(1). However, by her signature to this Agreement and the Release annexed hereto and incorporated herein and made a part hereof as Exhibit I, Ms. Mayes accepts the offer made to her by Morrow County in this Agreement and, in turn, agrees not to file a lawsuit on EEOC charge number 220980446.

11. Morrow County shall pay the full monetary amount, after appropriate deductions are made, to Ms. Mayes within twenty-one (21) days of the execution of this Agreement and the "Release of All Claims," attached as Exhibit I.

12. Morrow County shall provide to the Department of Justice a copy of the canceled check(s) issued to Ms. Mayes or other sufficient proof of payment thereof within ten (10) days of Morrow County's receipt of the canceled check (s).

13. Nothing in this Agreement shall be construed to preclude the Department of Justice and/or Ms. Mayes from bringing suit to enforce this Agreement in the event that Morrow County fails to perform the promises and representations contained herein. In addition, nothing in this Agreement precludes Ms. Mayes from filing charges against Morrow County in the future.

14. If the United States believes that this Agreement or any portion thereof has been violated, it may institute a civil action in the appropriate United States District Court to enforce this Agreement. If the United States believes that this Agreement or any portion of it has been violated, it will first raise its concern(s) with Morrow County, and the parties will attempt to resolve the concern(s) in good faith. Morrow County will be given thirty (30) days after the matter has been brought to its attention to cure any breach of this Agreement prior to the institution of any enforcement action.

15. All signatories to this document are authorized to bind the party that she or he represents.

16. Failure by the United States to enforce this entire Agreement or any provision thereof with regard to any provision herein shall not be construed as a waiver of its right to do so with regard to other provisions of this Agreement.

17. This Agreement shall remain in full force and effect until the provisions set forth in paragraphs 9, 10, 11 and 12 have been fully executed.

18. This Agreement is a public document and constitutes the entire agreement between the parties on the matters raised herein. No other statement, promise, or agreement, either written or oral, made by any party or agents of any party, that is not contained or referenced in this written Agreement, shall be enforceable. Copies of this Agreement shall be made available to any person by any party upon request to that party.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2000 by the following parties:

FOR BRENDA S. MAYES:

BY:

\_\_\_\_\_  
BRENDA S. MAYES  
Charging Party on EEOC charge  
number 220980446  
Dublin, Ohio 43017  
(614) 923-7700

FOR MORROW COUNTY:

\_\_\_\_\_  
EUGENE PETE NEVADA  
Attorney  
5100 Parkcenter Ave., Suite 120  
Counsel for Morrow County

FOR THE UNITED STATES  
DEPARTMENT OF JUSTICE:

BILL LANN LEE  
Assistant Attorney General  
Civil Rights Division

BY:

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WILLIAM B. FENTON

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DAWN HENRY  
Attorneys  
Employment Litigation Section  
Civil Rights Division  
U. S. Department of Justice  
P.O. Box 65968  
Washington, D.C. 20035-5968  
(202) 514-7013

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**EXHIBIT I**

**RELEASE OF ALL CLAIMS**

For and in consideration of the acceptance of the offer to me by Morrow County pursuant to a Settlement Agreement between the United States Department of Justice ("Department of Justice"), myself, and Morrow County, including, specifically: a monetary amount of \$7,500, \$6,500 of which shall be considered back pay and \$1,000 of which shall be considered interest; that Morrow County will withhold from the gross amount of back pay my share of social security (FICA), federal and state taxes; and that Morrow County will submit said monies to the appropriate government agencies,

I, Brenda S. Mayes, release and discharge Morrow County and its current, former and future agents, employees, officials, designees, and successors in interest of and from all legal and equitable claims, known or unknown, arising out of EEOC charge number 220980446 which I filed with the Cleveland District Office of the Equal Employment Opportunity Commission, on or about January 12, 1998. I further agree that I will not institute any civil action against Morrow County alleging employment discrimination on the basis of EEOC charge number 220980446 or any of the facts alleged therein.

I understand that the monetary amount of \$7,500 being offered to me does not constitute an admission by Morrow County 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 Morrow County and myself, without exception or exclusion.

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

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Brenda S. Mayes

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

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NOTARY PUBLIC

My commission expires: \_\_\_\_\_