

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION**

MATHEW B. JEFFRIES,

Plaintiff,

v.

MIKE NORRIS & ASSOCIATES, P.C.,

Defendant.

Civil Action No. 1:09-cv-0318-WTL-DML

**SETTLEMENT AGREEMENT AND CONSENT DECREE**

This matter is before the Court for entry of this decree by consent of the parties to effectuate a compromise and settlement of all claims. After review and consideration, the Court believes that entry of this decree is in the interest of justice.

1. Plaintiff, Mathew B. Jeffries (“Jeffries”), commenced the above entitled action in the United States District Court for the Southern District of Indiana, alleging that the Defendant Mike Norris and Associates, P.C. (“Norris Law Firm”) violated the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”) by failing to promptly re-employ Jeffries as a staff attorney, which is the position Jeffries would have been employed in had his employment not been interrupted by his military service.

2. The Norris Law Firm denies that it has violated USERRA.

3. Nevertheless, Jeffries and the Norris Law Firm (collectively referred to as the “parties”), as a result of settlement discussions, have resolved their differences and have agreed that this action should be settled by entry of this Settlement Agreement and Consent Decree

("Consent Decree"). It is the intent of the parties that this Consent Decree be a final and binding settlement in full disposition of all claims alleged in the Complaint filed in this case.

#### **STIPULATED FACTS**

4. Pursuant to USERRA, the parties acknowledge the jurisdiction of the United States District Court for the Southern District of Indiana over the subject matter of this action and of the parties to this case for the purpose of entering this Decree and, if necessary, enforcing this Decree.

5. Venue is proper in this district for purposes of this Decree and any proceedings related to this Decree only. The Norris Law Firm agrees that all statutory conditions precedent to the institution of this lawsuit have been fulfilled.

#### **FINDINGS**

6. Having examined the terms and provisions of the Consent Decree, the Court finds the following:

- a. The Court has jurisdiction over the subject matter of the action and the parties to this action.
- b. The terms and provisions of this Consent Decree are fair, reasonable, and just. The rights of the parties are protected adequately by this Decree.
- c. This Consent Decree conforms with the Federal Rules of Civil Procedure and USERRA, and is not in derogation of the rights and privileges of any person. The entry of this Consent Decree will further the objectives of the USERRA and other applicable laws and will be in the best interest of the parties.

**NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED  
AS FOLLOWS:**

**NON-ADMISSION**

7. This Decree is being entered with the consent of the parties and shall not constitute an adjudication or finding on the merits of the case or be construed as an admission by the Norris Law Firm of any violations of USERRA, or any other law, rule or regulation, dealing with or in connection with equal employment opportunities.

**NON-RETALIATION**

8. The Norris Law Firm shall not take any action against any person which constitutes retaliation or interference with the exercise of such person's rights under USERRA, or because such person gave testimony or assistance or participated in any manner in any investigation or proceeding in connection with this case.

**REMEDIAL REQUIREMENTS**

9. Without admitting the allegations as set forth in the Complaint, and in settlement of the claims of Jeffries, the Norris Law Firm shall pay Jeffries forty thousand (\$40,000) dollars as follows: (1) an initial payment of five thousand (\$5,000) dollars shall be made within ten days of approval of this decree and shall be classified as interest on back wages; (2) a second payment of five thousand (\$5,000) dollars shall be made within thirty days after the first payment and shall be classified as interest on back wages; and (3) beginning on the first 20th day of the month that is at least 30 days after the second payment, installments of one thousand two hundred fifty dollars(\$1,250) shall be made on the 20th of every month for 24 months, except that if the 20th of any given month is on a Saturday, Sunday, or legal holiday, the payment for

that month shall be made on the next business day. The monthly installment payments shall be classified as a settlement of Jeffries' claim for back wages and shall be subject to all legally required withholdings and deductions.

10. The Norris Law Firm shall pay the required amount to Jeffries by mailing to Jeffries a check addressed as follows:

Mathew B. Jeffries  
P.O. Box 151  
Mount Vernon, Indiana 47620

The payment shall be deemed made upon mailing. The Norris Law Firm shall provide email notice of the payments to counsel for Jeffries at [jay.d.adelstein@usdoj.gov](mailto:jay.d.adelstein@usdoj.gov).

11. Failure to make any of the payments required by this Consent Decree within 10 days of the date of the payment shall be a default under this Consent Decree.

12. For and in consideration of the full relief being provided to him described in paragraph 9 of this Decree, Jeffries releases and discharges the Norris Law Firm and its members, employees, shareholders, principals, predecessors, successors and assigns from all claims, known or unknown, existing as of the Effective Date of this Consent Decree, including those identified in the Complaint filed in this case and the complaint Jeffries filed with the Department of Labor, complaint number IN-2005-00008-10-G and any other claims that could have been included in the Complaint.

#### **DISPUTE RESOLUTION AND COMPLIANCE**

13. The parties understand that this Consent Decree shall be filed with the Court for approval, and that this matter shall remain under the jurisdiction of the Court until the settlement amount has been paid in full. This Court will have all available equitable powers, including injunctive relief, to enforce this Consent Decree. Upon motion of either party, the Court may

schedule a hearing for the purpose of reviewing compliance with this Consent Decree. The parties shall engage in good faith efforts to resolve any dispute concerning compliance prior to seeking a resolution of such dispute by the Court. In the event of a dispute, the parties shall give notice to each other ten (10) business days before moving for review by the Court. The parties may conduct expedited discovery under the Federal Rules of Civil Procedure for the purpose of determining compliance with this Consent Decree or defending against a claim of non-compliance. In the event of a default as defined in paragraph 11 above, any remaining unpaid portion of the settlement amount shall become immediately due and payable to Jeffries. Once the settlement amount has been paid in full, this Consent Decree shall expire and this case shall be dismissed with prejudice.

#### **MISCELLANEOUS**

14. All parties shall bear their own costs and expenses of litigation, including attorneys' fees.

15. This Court shall retain jurisdiction over this matter for the purpose of entering appropriate orders enforcing this Consent Decree.

16. The terms of this Consent Decree shall be binding upon the present and future directors, employees, agents, administrators, successors, representatives, and assigns of the Norris Law Firm and upon the heirs, successors, and assigns of Jeffries.

17. This Consent Decree constitutes the entire agreement and commitments of the parties. Any modifications to this Decree must be mutually agreed upon and memorialized in a writing by all parties.

18. The parties shall not publicize the settlement or this Consent Decree or attempt to cause any individual or entity to pursue obtaining a copy of this Consent Decree through the Court's website or PACER. In the event of media inquiries concerning the settlement of this matter or this Consent Decree, the parties will limit their response to a statement that the case was resolved to the mutual satisfaction of the parties. The parties understand that the Department of Justice may post this Consent Decree on its website and may issue a press release.

**EFFECTIVE DATE**

19. The effective date of this Consent Decree shall be the date upon which it is entered by the Court.

APPROVED and ORDERED this \_\_\_\_\_ day of September, 2009.

UNITED STATES DISTRICT JUDGE

*John Gadzichowski*

*Esther Lander*

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