

ST. MARY'S COUNTY BRANCH NAACP

POST OFFICE BOX 189

LEXINGTON PARK, MARYLAND 20653

301-863-3011

www.stmarysnaacp.org

COMPLAINT OF DISCRIMINATION

Based on race, color, religion, national origin, sex, age, handicapped status

Completing this form does not constitute filing an official complaint with a legal authority. At this time, the NAACP is only seeking information to assist you concerning this complaint.

1. Name: _____ Phone Number _____

Street Address: _____ City: _____

State: _____ Zip Code: _____

2. Was the discrimination because of : (circle those that apply)

Race or color: Religion: National Origin: Sex: Age: Handicapped Status: Other:

3. Who discriminated against you? Give name and address of the employer, organization, agency, etc...

Name: _____

Address: _____ City: _____

State: _____ Zip Code: _____

And (other parties if any) _____

4. Have you filed a complaint with any governmental agency? Yes. No. If yes. Which one(s)?

5. Is the complaint employment related? Yes. No. If yes:

a. have you contacted your HR/Personnel office to file a complaint? Yes. No.

b. have you followed company policy pertaining to filing a grievance? Yes. No.

c. have you filed a grievance with your union? Yes. No. If yes, name and telephone number of union

representative _____

6. Have you retained an attorney regarding this case? Yes. No.

Name: _____ Phone: _____

7. The actual date or the most recent date of discrimination: Month_____Day___Year:_____

8. Explain what unfair thing was done to you: **Sign and date all pages accompanying this form.**

10. **DO NOT SEND ORIGINAL DOCUMENTS OF ANY TYPE. COPIES ONLY.**

Signature of Complainant_____Date:_____

NAACP RELEASE AND DISCLAIMER FORM

I, _____, reside at _____
_____. By placing my initials to the left of each
numbered item below, I affirm that I understand it and agree with it.

- ___ 1. I have submitted to the St. Mary's County, Maryland Branch of the NAACP ('NAACP') a Compliant
of Discrimination directed against _____
_____ ("Respondent").
- ___ 2. I understand that the NAACP is a private, nonprofit, voluntary organization. It is not a government
agency. ***Filing a compliant with the NAACP is not the same as filing a complaint with an
administrative agency or filing a suit in a complaint with an administrative agency or filing a law
suit in a court of law.*** Whatever rights I have to file a complaint with an administrative agency or to
file a civil lawsuit are completely unaffected by whether or not I have filed this complaint with the
NAACP.
- ___ 3. The deadline by which I must file my complaint or lawsuit with **state or federal agencies** is usually
180 days from the date of the last act of alleged discrimination. If I do not file my
complaint or lawsuit with ***those agencies*** by that time, I may have no right to a recovery from any
harm from the Respondent.
- ___ 4. I have authorized the NAACP to investigate my complaint; (2) to attempt to mediate my complaint
with Respondent in order to explore the possibility of settlement; and (3) if there is no settlement, to
provide me at least three referrals of lawyers ***who may consider*** representing me in litigation against
Respondent.
- ___ 5. I understand that the NAACP in no way guarantees the competency, professionalism or fitness of the
lawyers whose names they provided.
- ___ 6. I will provide the NAACP copies (NOT ORIGINALS) of whatever documents I have to support the
complaint. If I request in writing that some of the material be held in confidence, the NAACP will
hold it in confidence; otherwise the NAACP may share it with the Respondent or with state or federal
anti-discrimination agencies.
- ___ 7. If the NAACP mediates my complaint with the Respondent, I will refrain from filing my complaint
with a state or federal anti-discrimination agency, or filing a lawsuit while the mediation is in progress.
However, I am free at any time, after notifying the NAACP of my intentions, to terminate the
mediation and file my complaint with a state or federal anti-discrimination agency or file a lawsuit. If
the mediation is nonbinding, I am not required to accept a settlement with Respondent.
- ___ 8. NAACP will receive no funds from any mediation or settlement. Persons conducting settlement and
negotiate are not lawyers and **are not providing legal services.**

- ___9. I agree that if I accept a settlement with Respondent, I will be required to sign a release of Claims against a Respondent, and I will honor the terms of such a Release and Claim.
- ___10. I understand that if the NAACP refers me to a private attorney, I am not required to retain that attorney and the attorney is not required to offer legal representation to me. I understand that such representation that might be offered to me need not be without charge, but may be on whatever terms we agree on. I understand that the attorney does not represent the NAACP, nor is employed by or paid by the NAACP.
- ___11. I understand that the NAACP **is not a law firm and cannot provide me with legal advice or legal representation.** Although some its members and volunteers are lawyers, they represent the NAACP and not me personally.
- ___12. I release and hold harmless the NAACP, its officers, directors, employees, agents, personal actions and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreement, promises, variances, damages trespasses, judgments, executions, claims, and demands whosoever, in law in equity, which I ever had may have in the future, or which any of my personal representatives, successors, heirs or assigns hereafter can, shall or may have against the NAACP, upon or by reason of the NAACP's handling of my Complaint of Discrimination.

Dated _____

Agreed _____