

NOTICE OF RESOLUTION

To those who filed a Claim for Relief in the *Garcia v. Garland* Class Action and have not withdrawn their claim, your rights may be affected by a Class Action Settlement

- A settlement agreement has been reached in the Administrative Class Complaint known as *Garcia v. Garland*, EEOC Case No. 570-2015-00037X (Case), before the Equal Employment Opportunity Commission (EEOC).
- The Parties, in full settlement of all Class Members' claims, have agreed to a total settlement of \$12 million. The \$12 million will be placed in a Qualified Settlement Fund and distributed pursuant to a class-created formula.
- Within thirty (30) days of the date of this Notice of Resolution, you may petition the EEOC Administrative Judge to vacate the resolution because it benefits only the class agent, or is otherwise not fair, adequate, and reasonable to the Settlement Class as a whole. Any petition must be sent to:
EEOC Administrative Judge Zachary Wright
EEOC – Washington Field Office
131 M Street, NE, Suite 4NW02F
Washington, DC 20507

You may also file any petition by email to the Administrative Judge at zachary.wright@eeoc.gov.

- The Assigned EEOC Administrative Judge (AJ) issued an Order Granting Preliminary Approval of the Settlement Agreement on May 17, 2022.
- The case now involves written claims of relief submitted by Settlement Class Members, who allege that they were harmed by the class-wide discrimination found in this case at any time during the time period January 1, 1990, to December 31, 1992.
- Current and former female DEA Special Agents on whose behalf a written claim for relief was pending at the time that the Settlement Agreement (Agreement) became effective are potentially eligible to receive compensation.
- The Agreement will affect your rights, if approved, whether you act, or don't act. Read this Notice of Resolution carefully. You may object to any aspect of the Agreement to the EEOC. The EEOC will consider whether the settlement is fair, reasonable, and adequate, and decide whether to give final approval to the Agreement. If the Agreement is granted final approval by the EEOC, the EEOC's judgment will be final and binding.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT

- **Do Nothing: You may be a Class Member and may be eligible to receive compensation as part of the Settlement.** If the EEOC grants final approval of the Agreement, your award will be computed by a Claims Administrator pursuant to the Agreement and the distribution formula as approved.
- **Object:** Write to the EEOC AJ about why you believe the Agreement is objectionable, postmarked within 30 days of the date of this notice.
- These rights and options—and the deadlines to exercise them—are explained in this Notice of Resolution.
- The Agreement must receive Final Approval by the EEOC AJ in order to go forward. If the EEOC grants final approval, and that determination is not overturned on appeal or otherwise voided through another related action, Class Members will receive payments from the Claims Administrator upon the completion of a claims distribution process.

This is not a solicitation from a lawyer. Important Legal Notice – Please read carefully

BASIC INFORMATION

1. Why did I get this Notice?

You are receiving this Notice of Resolution (Notice) because you were identified by the Parties as a potential Class Member in the EEOC case known as *Garcia v. Garland* pending before the EEOC.

The Agreement resolves all Class Members' claims for relief in this case. On May 17, 2022, the EEOC AJ issued an Order granting Preliminary Approval of the Agreement, but the Agreement will not be final and effective until the AJ grants Final Approval.

This Notice describes the Agreement. Under the Agreement, each Class Member who had a claim for relief pending at the time of the Agreement may be eligible to receive compensation. You may be a Class Member who is eligible to receive compensation under the Agreement.

Your rights may be affected if final approval of the Agreement is granted by the AJ. This is your only time to submit any objections you may have to the terms of the Agreement. If you want to object to the Agreement, your written objections must be mailed or emailed within thirty (30) days of this Notice.

If the EEOC AJ issues an Order granting final approval of the Agreement, you will be sent information from the Claims Administrator regarding your entitlement to monetary relief and point distribution under the Agreement.

This Notice explains the Agreement and your legal rights. Additional information can be found in the Agreement and the Distribution Formula. You may also call 202-898-4800, or send a facsimile to 202-289-1389 to speak with Class Counsel.

DO NOT CONTACT THE EEOC OR DEA for additional information regarding this Case.

2. Why is there a Settlement?

In this case, Class Members filed written claims for relief regarding class-wide discrimination found in this Case by the EEOC. Class Members sought monetary relief to compensate for the discrimination faced in the DEA foreign assignment selection process during the time period January 1, 1990, to December 31, 1992.

As explained below, the Agreement achieves this goal. The Agreement provides compensation to Class Members who were allegedly harmed by the class-wide discrimination in the DEA foreign assignment selection process, in violation of Title VII of the Civil Rights Act.

This Agreement represents a compromise of disputed claims. It reflects the Parties' recognition that further litigation of the Case would severely burden all concerned and would require an extraordinary commitment of time and resources. Furthermore, continued litigation of the Case would subject both the DEA and the Class to the risk of unfavorable determinations.

Class Counsel recommends the Agreement because it allows Class Members to receive fair compensation in this EEOC Administrative Action without the delay or risk of further litigation.

SETTLEMENT BENEFITS – WHAT YOU MAY GET

3. How do I know if I am a Class Member?

You are a **Class Member** entitled to monetary relief under the Settlement if it is determined that:

- You were a female DEA Special Agent at Grade 9 or above at any time, who applied unsuccessfully for an advertised foreign vacancy between January 1, 1990, and December 31, 1992; **AND**
- You filed a written claim for relief in this Case that was pending at the effective date of the

Agreement.

4. What does the Settlement provide?

In full settlement of all Class Members' claims, the parties agreed to a total settlement of \$12 million. The \$12 million will be placed in a Qualified Settlement Fund, which will be managed by a Claims Administrator selected by Class Counsel.

The Claims Administrator will calculate the amount of money to be paid to each Class Member under the Agreement using the attached Distribution Formula.

OBJECTING TO THE SETTLEMENT

5. If I don't agree with the terms of the Settlement, what do I do?

If you are a Class Member, you may object to the Agreement if you believe it only benefits the class agent, or is otherwise not fair, adequate, and reasonable to the class as a whole. 29 C.F.R. § 1614.204(g)(4). Your objection should state why you think the EEOC AJ should not approve the Agreement. The EEOC AJ will consider your views. Be sure to include your name, address, telephone number, e-mail address, and signature.

To object, you must mail a copy of the objection to of the following address **within thirty (30) days** of your receipt of this Notice:

EEOC Administrative Zachary Wright
EEOC – Washington Field Office
131 M Street, NE, Suite 4NW02F
Washington, DC 20507

You may also email the Administrative Judge at zachary.wright@eoc.gov.

HOW CAN I RECEIVE COMPENSATION UNDER THE SETTLEMENT?

6. How much money will I receive, and when will I receive it?

If the EEOC grants final approval of the Agreement, you will receive a separate notice from the Claims Administrator informing you of your eligibility to receive monetary compensation under the Settlement Agreement pursuant to the Distribution Formula. The Agreement provides that the Claims Administrator will ultimately determine how much money you are entitled to receive based on the Distribution Formula approved by the EEOC. You will have an opportunity to contact the Claims Administrator about the computation of your point allocation, if necessary, prior to checks being issued.

The Claims Administrator will distribute awards to each Class Member in the amount determined by the Claims Administrator, subject to all applicable tax deductions, withholdings, and attorney's fees and costs. The Claims Administrator will withhold tax amounts (including income taxes) and forward withholdings to the appropriate governmental entity.

The Parties make no representations regarding the tax consequences of any amounts received under this Agreement. You will be responsible for paying federal and/or state taxes, if any, which are required by law on any settlement amounts you receive. You may want to consult a tax professional regarding the tax consequences of any settlement payment you receive.

If any unexpended balance exists in the Settlement Fund after all payments to Class Members, and after all tax and other obligations under the Agreement are met, then the Claims Administrator will distribute the balance to Class Members pro rata if feasible. If a pro rata second distribution to Class Members is not feasible, then any unexpended balance may be donated to the TIME'S UP Legal Defense Fund, or may be contributed to the U.S. Treasury as unclaimed property.

PLEASE BE PATIENT! No payment can be issued until the AJ grants final approval of the Agreement.

If the Agreement is not approved or is voided, you will not receive a Settlement Award. If the Agreement is not approved or is voided, any Claim you may have will remain pending before the EEOC AJ.

7. What if a Class Member is deceased?

If a Class Member is deceased, her estate is eligible to claim the Class Member's settlement share. The Claims Administrator will provide the estate with information about what documents are required.

8. What do I give up with this Settlement?

If the EEOC grants final approval of the Agreement as proposed by the Parties, you will forfeit your right to move forward with your individual claim for relief in this Case. This means that, as of the date the EEOC grants final approval of the Agreement, any written claim you submitted or similar claims that you may have will be extinguished, and DEA will be forever released from liability to you for those claims. If the EEOC does not approve the Agreement, you will not receive any compensation pursuant to the Agreement.

9. Can I exclude myself from the Settlement if it is approved?

Pursuant to EEOC regulations, there is no right to exclude yourself from the Class in this Case or the Agreement. However, the EEOC does not require that you participate in the Agreement or accept a settlement award.

IF YOU DO NOTHING

10. What happens if I do nothing at all?

There is no requirement that you take any action now, unless you want to object to the Agreement. You do not need to do anything right now to preserve your claims or to continue to participate in this Class. If the Agreement is approved, you will receive a separate notice from the Claims Administrator regarding your eligibility to receive monetary compensation under the Agreement, and the point allocation to you under the Distribution Formula. If the Agreement is not approved or is voided, any Claim you may have will remain pending before the EEOC AJ.

GETTING MORE INFORMATION

The complete Agreement and Distribution Formula are enclosed. **You may find additional information about the Settlement at DEAclassaction.com.** You may also call 202-898-4800, or send a facsimile to 202-289-1389 to speak with Class Counsel. **DO NOT CALL THE EEOC OR DEA FOR ANY INFORMATION.**