

**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
WASHINGTON FIELD OFFICE**

Ann M. Garcia, <i>et al.</i> ,)	
Class Agent,)	EEOC No. 570-2015-00037X
)	Agency No. 89-665-98-005
)	
v.)	
)	
Merrick Garland, Attorney General,)	
U.S. Department of Justice,)	April 28, 2022
Agency.)	

SETTLEMENT AGREEMENT

WHEREAS, Ann M. Garcia (hereinafter “Class Representative”), on behalf of the Class (as defined below), filed a class complaint of discrimination, dated March 17, 1993 (“Complaint”), Agency No. 89-665-98-005, with the Equal Employment Opportunity (“EEO”) Office of the United States Department of Justice (“DOJ”), Drug Enforcement Administration (“DEA” or “Agency”); and,

WHEREAS, the Class consists of female Special Agents who applied to, were qualified for, and were not selected for, an advertised foreign vacancy in which a selection was made between January 1, 1990, and December 31, 1992 (the “Class”); and,

WHEREAS, the Agency properly noticed all potential Class members, which included any female Special Agent at Grades 9 or above between January 1, 1990, to December 31, 1992, of their right to file a claim for damages in this Class Action; and,

WHEREAS, by order of the Equal Employment Opportunity Commission (“EEOC”), Office of Federal Operations (“OFO”), in *Belia S. v. Holder*, EEOC Doc. 0520130561 (August 12, 2014), Phase II of this Class Action began in September 2014; and

WHEREAS, 82 persons filed individual claims for damages (“Claimants”) in this Complaint, as identified in Attachment 1; and,

WHEREAS, the time period to file any new claim for damages in this Complaint has expired; and,

WHEREAS, 11 Claimants subsequently withdrew their claims, as identified in Attachment 1; and,

WHEREAS, the Class Representative, all Claimants, and the Settlement Class (as defined below) have been represented by the law firm of Kator, Parks, Weiser & Harris, P.L.L.C. (hereinafter “Class Counsel”) throughout Phase II of this Class Action; and,

WHEREAS, both the Class Representative, on behalf of the Settlement Class, and the Agency wish to amicably and finally resolve the disputes between them without the risks and costs of further litigation.

As used herein, for the purposes of this Settlement Agreement only, “Settlement Class” refers to those remaining 71 Claimants, as identified in Attachment 2, who filed individual claims for damages and have not subsequently withdrawn their claims.

NOW, THEREFORE, in consideration of the promises set forth herein, it is hereby agreed in the Settlement Agreement as follows, subject to the approval of the Administrative Judge, pursuant to 29 C.F.R. § 1614.204(g)(4):

1. Class Representative, on behalf of the Settlement Class, in exchange for the promises of the Agency as set forth in paragraph 2 of this Agreement, agrees to the following:
 - a. Class Representative shall withdraw and move to dismiss, with prejudice, her EEO Complaint, Agency No. 89-665-98-005. The withdrawal of this Complaint shall be effective within thirty (30) days from the date of the Administrative Judge’s review and final approval of the settlement as required by 29 C.F.R. § 1614.204(g)(4).

b. Class Representative shall present this Agreement to the Administrative Judge in full accord and satisfaction of all claims for acceptance pursuant to 29 C.F.R. § 1614.204(g).

c. Class Representative agrees that the list of Claimants, as identified in Attachment 1, who have withdrawn their claims is complete, that all Claimants who have withdrawn their claims have done so with prejudice, and that these Claimants are not otherwise entitled to any remedy contained herein.

d. Class Representative, and Class Counsel, agree that any settlement damages, as defined in Paragraph 2a, shall be equitably distributed to Claimants separately, and in any amount to which the Settlement Class, Class Representative, or Class Counsel agree, and that the Agency shall have no obligations henceforth with regard to any distribution process, amount, or subsequent dispute. Class Counsel and Class Representative have devised an equitable distribution formula and will present this formula to the Administrative Judge for approval.

e. Class Representative, and Class Counsel, agree to independently establish a Qualified Settlement Fund, consistent with the requirements of Treas. Reg. §1.468B-1(c), to receive payments from the Agency and make disbursements under this Settlement Agreement and the distribution formula. A Claims Administrator will be used to process and distribute funds pursuant to the Settlement Agreement. The cost for the Claims Administrator and any distributions will be borne by the Qualified Settlement Fund. The Claims Administrator will act consistent with the Settlement Agreement and the distribution formula, and at the direction of Class Counsel.

f. Class Representative shall hold the Agency harmless for any and all claims, demands, actions, distribution disputes, judgements, damages, expenses, liabilities, or other obligations arising out of the Complaint or this Agreement that may be brought against the

Agency, including but not limited to any subsequent demands, claims, or disputes by any withdrawn Claimants, any other Class members, or any other persons who may file a claim for damages in this Complaint. Notwithstanding this provision, the Class Representative may seek to enforce the terms of this Settlement Agreement pursuant to Paragraph 1(k).

g. Class Representative agrees that neither she nor any member of the Settlement Class will file any further complaints, appeals, or lawsuits in any forum arising out of the subject matter of this Complaint which occurred before this Agreement is fully executed.

h. Class Representative releases the United States, DOJ, DEA, and its employees, in both their official and individual capacities, from any and all liability, claims, causes of action, appeals, grievances and complaints, pending or potential, which result from or relate in any way to the EEO Complaint referenced above through the date on which Class Representative executes this Agreement.

i. This Settlement Agreement constitutes a release from all actions now pending in any forum arising out of the same subject matter, and all actions arising out of the same subject matter that have or could have been brought, as grievances, EEO complaints, or other causes of action within DEA, DOJ, the EEOC, the Merit Systems Protection Board, the Office of Special Counsel, or any United States District Court or Court of Appeals. This Settlement Agreement is a complete accord and satisfaction of any and all claims, including, but not limited to, equitable and legal relief, backpay, front pay, attorneys' fees and costs, and compensatory and punitive damages. This Settlement Agreement does not change or modify any tax requirements of the Internal Revenue Code, and the recipient of any payment hereto shall be liable for any such required payments.

j. Class Representative hereby waives all rights and claims under the Age Discrimination in Employment Act of 1967 (“ADEA”), as amended by the Older Workers Benefit Protection Act (“OWBPA”), for actions of DEA arising on or before the effective date of this Agreement. Class Representative does not waive any rights or claims under the ADEA for actions arising after the effective date of this Agreement. Class Representative acknowledges that there is adequate consideration to support this Agreement and agrees that she was afforded a reasonable time, of at least twenty-one (21) days, to consider this Agreement before signing it. Class Representative may revoke this Agreement for a period of seven (7) days following execution of the Agreement.

k. Class Representative acknowledges that, if she or any member of the Settlement Class were to allege in the future that DEA has violated this Agreement, they must, pursuant to 29 C.F.R. § 1614.504, notify the Director, EEO Staff, Justice Management Division, in writing, within thirty (30) days of the alleged violation, requesting either that the terms of this Agreement be specifically implemented or that the EEO Complaint referenced above be reinstated for further processing. The Director can be contacted at Two Constitution Square, Suite 1W102, 145 N Street, N.E., Washington, D.C., 20530 or EEOBXJMD@usdoj.gov.

2. In return for the promises by Class Representative, on behalf of the Settlement Class, in Paragraph 1 above, DEA hereby agrees to the following:

a. DEA will pay the Settlement Class 12 million dollars (\$12,000,000.00), inclusive of attorney’s fees and costs, in final settlement of this matter, to be paid by electronic transfer to the Qualified Settlement Fund, to be distributed to the Settlement Class.

b. To facilitate the settlement payment, Class Counsel will ensure completion of all paperwork required to effectuate payment, including the Standard Form 197 (“SF-197”), DEA-

137B Commercial Vendor Request Form (“DEA-137B”), and Form W-9. The Agency agrees that, within thirty (30) days following the administrative judge’s review and final approval of the settlement as required by 29 C.F.R. § 1614.204(g)(4), the Agency will submit all paperwork necessary to effectuate payments via electronic fund transfer. The Settlement Class understands that the Agency cannot make any guarantees regarding when the payment will be received by the Settlement Class. The Agency agrees that the payment will be made to the Qualified Settlement Fund in a reasonable time after submission of the paperwork.

c. DEA will provide notice, pursuant to 29 C.F.R. § 1614.204(g)(4), to all members of the Settlement Class of the Settlement Agreement.

3. In exchange for their respective promises as set forth in this Agreement, the Class Representative, on behalf of the Settlement Class, and DEA mutually agree to each of the following terms:

a. This Agreement does not constitute and will not be construed to be an admission of liability, wrongdoing, or violation of any statute, regulation, or rule by the United States, DEA or any of their employees, in both their official and individual capacities. It also does not constitute an admission that Class Representative’s allegations lack merit.

b. Each party shall be responsible for its own attorneys’ fees and costs arising from or related to this Class Action other than as provided for in Paragraph 2a.

c. This Agreement represents the full and complete understanding between the Class Representative and DEA. No other promises, agreements, or revisions or amendments to this Agreement will be binding unless reduced to writing and signed by both parties.

d. The terms of this Agreement will not establish any precedent and will not be used as a basis by either party or its representatives to seek or justify similar terms in any other case.

e. The parties will cooperate and act in good faith to carry out the terms and provisions of this Agreement, including but not limited to, submitting a joint motion to certify the Settlement Class, establish the Qualified Settlement Fund, and approve the Settlement Agreement.

f. Class Representative and DEA aver that they enter this Agreement freely and voluntarily, without duress or coercion, and with a complete and thorough understanding of its contents.

g. If any provision of this Agreement is determined by the EEOC or a court of competent jurisdiction to be unenforceable for any reason, such term shall be severed from this Agreement without affecting the remaining terms, which shall remain in full force and effect.

h. Nothing in this Agreement shall be binding or otherwise restrict the Agency in making any other required notifications to any other government agency as required by statute, regulation, or policy, as to the terms or amount of this Agreement.

i. This Agreement will be deemed to be fully executed on the date on which the last of the parties and their representatives affixes his/her signature hereto.

Dated this 28th day of April 2022



Ann M. Garcia
Class Representative, On behalf of the Class



SignNow e-signature ID: 78dac4f9b1...
04/28/2022 22:20:46 UTC
Jeremy Wright (Signer)

Dated this 28th day of April 2022

Jeremy Wright
Counsel for Class Representative and Class
Kator, Parks, Weiser & Harris, P.L.L.C.

Dated this 29th day of April 2022

Hallie M. Hoffman
Chief Counsel

On behalf of the
Drug Enforcement Administration

Attachment 1: Claimants
Attachment 2: Settlement Class