

# Exhibit C

## **Notification to Class Members**

AUGUST 12, 2024

### **Settlement.**

This notice is for those current and former employees of the Office of Field Operations who are members of a class action against U.S. Customs and Border Protection (“CBP”) which is currently pending before the Equal Employment Opportunity Commission (“EEOC”). This notice concerns the terms of a settlement agreement reached between the class members and CBP. The settlement agreement will not be approved until all class members have been notified of its terms and given an opportunity to object. Please read the information below carefully.

### **Definition of Class.**

Class members include all women who were employed as Customs and Border Protection Officers (“CBPO”) and Agriculture Specialists (“CBPAS”) and placed on temporary light duty pursuant to the Agency’s Temporary Light Duty policy due to their pregnancy at any time after July 18, 2016.

**If you are receiving this notice, you MAY be a member of the class, subject to verification.**

**If you have confirmation that you were placed on temporary light duty while you were pregnant sometime between July 18, 2016 and June 26, 2024, please send that confirmation as soon as possible to Class Counsel at:**

**cbpcase@gelawyer.com  
301-608-0884**

**See also: [www.cbpclass.com](http://www.cbpclass.com)**

### **Terms of Settlement.**

The following is a summary of the terms reached by the class members and CBP. A detailed description of the agreement and its terms may be obtained at the following website: [www.cbpclass.com](http://www.cbpclass.com). In the event you wish to read the full settlement agreement, a copy will be posted on this website no later than Friday, August 16.

- I. CBP will pay a total of \$45,000,000 in damages, attorneys’ fees, litigation costs, settlement administration costs, and service awards.
- II. Damages, including compensatory damages for loss of opportunity to earn overtime and differential/premium pay categories and compensatory damages for emotional

harm, will be apportioned to class members via shares. The shares will be allocated and distributed by a settlement administrator, Settlement Services, Inc.

- III. \$9,000,000 of the \$45,000,000 payment will be allocated to attorneys' fees and will be deducted from the total settlement fund.
- IV. Litigation costs (up to \$150,000, including settlement administration costs estimated to be \$30,000), and service awards (totaling \$287,500) will also be paid from the total settlement fund.
- V. Compensatory damages for loss of opportunity to earn overtime and differential/premium pay categories. \$10,352,638.89 of the \$45,000,000 payment will be allocated to loss of opportunity compensatory damages. Each class member will receive a pro rata amount per eligible pregnancy.
- VI. Compensatory damages for emotional harm include stress, emotional harm, inconvenience, and loss of reputation. \$25,209,861.12 of the \$45,000,000 will be allocated to compensatory damages for emotional harm.
- VII. Compensatory damages for emotional harm will be allocated to class members via a tiered system. Class members will be assigned to a tier according to information provided to the class counsel. The shares will be adjusted proportionately based on the total number of class members and the distribution of class members among the tiers. It is anticipated that members of each tier will be paid approximately the amounts set forth below:
  1. Approximately \$7,000: Class Members who did not timely supply any evidence of particularized harm attributed to placement on Temporary Light Duty. Eligibility to receive awards of damages is based on general exposure to the requirement of being placed on Temporary Light Duty while pregnant.
  2. Anticipated to be no less than \$23,000: Evidence of mild-to-moderate emotional distress from placement on Temporary Light Duty while pregnant, which includes stress, humiliation, short-term anxiety, depression, or sleeplessness, with no or minimal medical treatment documented.
  3. Anticipated to be no less than \$50,000: Evidence of moderate-to-severe emotional distress from placement on Temporary Light Duty while pregnant, such as moderate-term anxiety or depression, significant changes in career trajectory, relationship difficulties, and/or some medical treatment to address the harm suffered.

4. Anticipated to be no less than \$80,000: Evidence of serious emotional distress from placement on Temporary Light Duty while pregnant, such as long-term anxiety or depression requiring treatment, significant relationship difficulties, career consequences, and/or some physical symptoms.
  5. Anticipated to be no less than \$100,000: Evidence of the most severe emotional distress from placement on Temporary Light Duty while pregnant, including significant physical symptoms requiring medical treatment, long-term anxiety or depression requiring therapy and/or psychotropic medication.
- VIII. CBP will restore up to 160 hours of leave per pregnancy for leave hours used while the class member was on Temporary Light Duty due to pregnancy. Class members no longer employed with CBP will be paid the value of leave per pregnancy for leave hours used while the class member was on Temporary Light Duty due to pregnancy, up to 160 hours per pregnancy.
- IX. CBP will provide training to all supervisory employees regarding the rights of pregnant CBPOs and CBPASs within 180 days of the Effective Date of the Agreement.
- X. CBP will draft, implement, and disseminate a policy which states that pregnant CBPOs and CBPASs may remain on full duty except for specific accommodations sought by the employee that accord with medical restrictions within 180 days of the Effective Date of the Agreement.
- XI. As a result of the above payments and actions of CBP, the class action will be dismissed with prejudice and all claims arising under the class action, including any individual complaints or claims encompassed by the class action, will be discharged and not subject to additional litigation in any forum.

### **Objections to Settlement by Class Members.**

Per EEOC regulations, any class members may submit a petition to vacate this settlement (sometimes referred to as an “objection”) within 30 days of this notice. An objection is an assertion by a class member that the settlement should not be approved because it is not fair, adequate, and reasonable to the class as a whole.

For those who received notice by email: Objections to the settlement or petitions to vacate it must be addressed to Administrative Judge Nancy E. Graham in an email that is sent directly to her at the address below no later than **September 11, 2024**.

For those who received notice by first class mail: Objections to the settlement or petitions to vacate it must be addressed to Administrative Judge Nancy E. Graham in an email that is sent directly to her at the address below no later than **September 16, 2024**.

Nancy E. Graham, Administrative Judge  
[nancy.graham@eoc.gov](mailto:nancy.graham@eoc.gov)

Copies of the petitions to vacate or objections also must be sent to [cbpcase@gelawyer.com](mailto:cbpcase@gelawyer.com)

In the event any objections are lodged, the Final Fairness hearing will be conducted on September 24, 2024.

**Point of Contact for Class Members.**

For questions related to this notice or the proposed settlement, class members may contact the class counsel at the following:

[cbpcase@gelawyer.com](mailto:cbpcase@gelawyer.com)  
301-608-0884

See also: [www.cbpclass.com](http://www.cbpclass.com)