

Settlement Agreement Sharon McDuffie v. DVA  
EEO Case # 532-2020-0076X

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

|                          |   |                                 |
|--------------------------|---|---------------------------------|
| Sharon McDuffie,         | ) |                                 |
|                          | ) | EEOC No. 532-2020-00076X        |
| Complainant,             | ) |                                 |
|                          | ) | Agency No. 200H-741C-2020100145 |
| v.                       | ) |                                 |
|                          | ) |                                 |
| DENIS MCDONOUGH,         | ) | JULIE SCHMID                    |
| SECRETARY, DEPARTMENT OF | ) | U.S. Administrative Judge       |
| VETERANS AFFAIRS         | ) |                                 |
|                          | ) | Date: November 7, 2021          |
| Agency.                  | ) |                                 |

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement (“Agreement”) is entered into by and between the Department of Veteran’s Affairs, Office of Community Care (“the Agency”) and Sharon McDuffie (“the Complainant”) (collectively, “the Parties”).

Whereas, the Complainant has filed EEOC Case No. 532-2020-00076X;

Whereas, the Parties have engaged in settlement negotiations in an attempt to resolve said issues; and

Whereas, the Complainant and the Agency both wish to settle said issues and all other disputes between them without further time, expense, or process.

Now therefore, in consideration of the foregoing, the Parties hereby agree to the following:

I. The Agency hereby agrees as follows:

1. The Agency agrees to pay a lump sum in the amount of \$145,000.00 (one hundredforty-five thousand dollars and no cents), electronically to the law firm of Brown, Goldstein, and Levy, LLP. The Complainant acknowledges that an IRS Form 1099 may be issued to her by the Agency for this amount. Any tax liability arising from this payment to her is her sole responsibility. The Agency makes no representation as to the taxability of this payment or as to the tax treatment this payment will receive from the Internal Revenue Service.
2. The Agency’s Office of General Counsel, Midwest District agrees to provide training on the Rehabilitation Act inclusive of Section 508 particularly as it pertains to electronic and information technology requirements to clients within the Midwest District and will share the training across

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the Office of General Counsel for use in all districts. Included in the training will be an impact statement from the Complainant.

II. The Complainant hereby agrees as follows:

1. The Complainant's signature on this Agreement constitutes full and complete settlement, release, waiver, and discharge of any and all claims, to include monetary claims for attorneys' fees, back pay, interest, and costs, against the Agency for: (1) her EEOC Complaint, EEOC Case No. 200J-532-2020-00076X, Agency No. 200H-741C-2020100145; (2) all matters relating to the actions giving rise to this case, including any other complaints against the Agency, whether known or unknown, occurring up to the date of the signing of this Agreement that relate to this case. This Agreement includes any other discrimination, protected activity, reprisal, EEO issues, whether accepted or dismissed or not yet accepted or dismissed in any forum, administrative or judicial, the Complainant may have against the Agency as of the date of the signing of this Agreement. The Complainant waives her right to pursue administrative or judicial action against the Agency and its officials, representatives, agents, and employees, former officials, or former employees, in either their official or individual capacities, in any forum, including but not limited to, the Merit Systems Protection Board ("MSPB"), the EEOC, any State or Federal court, or any State or Federal administrative agency of competent jurisdiction, concerning all matters or disputes between herself and the Agency as of the signing of this Agreement.
2. The Complainant agrees that if Complainant believes the Agency has not complied with the terms of this Agreement, Complainant may notify the Deputy Assistant Secretary for Resolution Management, Department of Veterans Affairs, 810 Vermont Avenue, NW, Washington, DC 20420, in writing, within 30 days of learning of the alleged violation requesting that the terms of this Agreement be specifically implemented. Alternatively, Complainant may request that EEO Case No. 200J-532-2020-00076X be reinstated for further processing from the point processing ceased. Thereafter, the Complainant may appeal to the Equal Employment Opportunity Commission pursuant to 29 CFR § 1614.504 if Complainant believes that the Agency has either not fully implemented this Agreement or improperly failed to reinstate the above-described complaint. Complainant acknowledges that failure to file said notice of violation within the time period specified in this Paragraph constitutes a waiver of said right.
3. The Complaint hereby acknowledges that she has had an opportunity to consult with legal counsel of her choosing before signing this Agreement and has had ample time to consider the Agreement prior to signing and enters into this Agreement of her own free will.

III. The Parties hereby stipulate to and agree as follows:

1. The Agreement is deliberately silent on the allocation of attorney fees and monies owed to Complainant. However, each Party waives any right to otherwise recover any other fees or costs, or any back-pay or front-pay, or any other claim for damages or relief.
2. The Complainant specifically acknowledges that payment under this Agreement shall be issued by the Defense Finance and Accounting Service ("DFAS"), which is a separate federal agency from Agency and not a party to this Agreement. The Agency does not and cannot control time frames for issuance of payment. The Agency agrees to use best efforts to ensure that DFAS processes the request for

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payment in a timely manner.

3. In order to commence payment, counsel for the Complainant must complete a VA Form 10091. The Agency will promptly process the VA Form 10091 and will send the same to DFAS within two weeks of receipt of the VA Form 10091 from counsel for the Complainant.
4. This Agreement shall not serve as precedent for resolving any other complaints.
5. This Agreement may not be modified, except by written instrument executed by both Parties.
6. This Agreement does not constitute an admission of guilt, fault, or wrongdoing by any party here to.
7. This Agreement constitutes the entire agreement and understanding between the Parties, and there are no other terms or conditions, written or oral, except as specified herein.
8. By signing this Agreement, the Parties acknowledge that each has read and understands this Agreement prior to signing, and have entered into it freely and voluntarily, and with full understanding of its meaning and effects.
9. **AGE DISCRIMINATION IN EMPLOYMENT ACT WAIVER.** To the extent that Complainant has waived claims based upon alleged age discrimination, the Parties agree that this Agreement complies with the requirements of the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act. The Complainant is hereby advised of the following:
  - a. Complainant is advised to consult with an attorney before signing and delivering this Agreement. However, the decision whether to consult with an attorney rests with Complainant.
  - b. Complainant is advised to read the entire Agreement and to seek clarification of any provision(s) she does not fully understand before signing this Agreement.
  - c. Complainant is advised that she has not waived any rights or claims that may arise after the date of the Agreement.
  - d. Complainant is advised that she has not waived any rights or claims to benefit to which she is entitled.
  - e. Complainant is advised that she has twenty-one (21) days from the date of receipt of this Agreement to consider its terms. Should Complainant sign this Agreement before the twenty-first (21st) day, Complainant's decision to accept a shortening of this period must be knowing and voluntary and must not be induced by the Agency or by anyone else through fraud, misrepresentation and/or a threat to withdraw or alter the terms of this Agreement.
  - f. Complainant is advised that she has seven (7) days from the date that all Parties have signed this Agreement to revoke her waiver of age-related claims under this Agreement. Complainant may revoke her waiver of age-related claims under this Agreement by hand delivering written notice of revocation to the Agency's Human Resources Department.

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IN WITNESS WHEREOF, the parties to this Agreement have affixed their signatures:

Complainant:

DocuSigned by:  
  
8C4E7C49C1A3400...  
Sharon McDuffie

11/9/2021

Date

Agency:

SCOTT FROMM  
Digitally signed by SCOTT FROMM  
Date: 2021.11.09 15:10:48 -07'00'

Scott C. Fromm  
Executive Director

Date