

law firm of Brown, Goldstein, and Levy, LLP. The Agency will initiate paperwork to the Defense Finance and Accounting Service (“DFAS”) within four (4) weeks of the date of the signing of this agreement or after Sharon Krevor-Weisbaum, Managing Partner at Brown, Goldstein, and Levy, or her designee, has completed any paperwork required by DFAS to register as an electronic payment recipient, whichever is later. The Agency no longer has the capacity to issue an electronic check. The amount of the Complainant’s damages, including but not limited to pecuniary and nonpecuniary damages, attorneys’ fees, and costs, paid by the Agency [REDACTED]

- b. Informal Disciplinary Action.** The Agency confirms that the Informal Disciplinary Action, dated January 2, 2019, is not contained in the Complainant’s personnel files, including her eOPF and supervisory work file, and that the Informal Disciplinary Action will never appear in any of her personnel files.
- c. March 21, 2019 Memorandum for Record.** The Agency confirms that the Memorandum for Record (“MFR”), dated March 21, 2019, is not in the Complainant’s supervisory work file and that the MFR will never appear in her supervisory work file or any of her personnel files.
- d. Transfer.** The Agency agrees to laterally transfer the Complainant from her current position to Administrative Support Assistant, RPT, NF-0303-02, within twenty (20) days of the execution of this Agreement on a day that represents the beginning of the pay period.
 - i. The Complainant will maintain her current rate of pay in the Administrative Support Assistant position.
 - ii. None of the Complainant’s current or past first- or second-level supervisors will act as her first- or second-level supervisor in the Administrative Support Assistant position.
 - iii. All of the Complainant’s currently established and/or elected NAF benefits will transfer with the Complainant to the Administrative Support Assistant position. The term “benefits” with respect to this Agreement includes annual leave, sick leave, health insurance, life insurance, and retirement plans.
 - iv. All of the Complainant’s current accommodations transfer, where applicable, to the Administrative Support Assistant position. The Complainant will discuss any further necessary job-specific accommodations with her new first- or second-line supervisor, consistent with AR 690-12.

The aforementioned combination of the payment of lump sum of [REDACTED] [REDACTED] affirmation that the Informal Disciplinary Action and the March 21, 2019 MFR does not appear, and never will, in the Complainant's eOPF and supervisory work file; and transfer to Administrative Support Assistant, RPT, NF-0303-02 constitutes full and complete satisfaction of the Complainant's requested remedies.

e. Non-disclosure. The Complainant agrees to keep confidential the monetary amount agreed to in this NSA. If asked any questions regarding the monetary amount, the Complainant will inform whomever, outside of those who have a need to know, that her only permitted response is that she cannot discuss this issue. The Complainant agrees not to disclose or discuss the monetary amount with anyone, including, but not limited to, other Agency employees. Nevertheless, the Complainant may discuss the monetary amount with her spouse or partner, designated representative(s) of the Parties, attorneys, accountants, and to such persons as may need to know of the Agreement to satisfy its terms. Those persons with whom the Complainant discusses the monetary amount shall be instructed not to share the monetary amount with anyone else. Any further disclosure by these persons would violate this non-disclosure provision. Furthermore, the Parties agree that this Agreement may be used as evidence in a subsequent proceeding in which either of the Parties seek enforcement of this NSA.

These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to: (1) classified information; (2) communications to Congress; (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety; or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this NSA and are controlling.

f. Withdrawal by the Complainant. Within seven (7) days after the signing of this Agreement by both parties, the Complainant shall withdraw her formal EEOC Complaint, EEOC Case No. 531-2019-00772, DA Docket Number: Activity Docket No. ARAPG18DEC05074, as referenced above, such that the case shall be dismissed with prejudice. If the Complainant fails to withdraw her Complaint as set forth above, this Agreement will be filed with the EEOC as proof of the Complainant's intent to withdraw the Complaint.

g. Waiver of Rights and Appeal Rights. 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. 531-2019-00772, DA Docket Number: Activity Docket No. ARAPG18DEC05074; (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, the Office of the Special Counsel ("OSC"), Federal Labor Relations Authority, any Agency grievance processing system, 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 NSA.

h. Payment by the Defense Finance and Accounting Service. Both Parties acknowledge that after the Agency completes its part of the processing of payment, the final processing and payment is made by the DFAS, a separate Department of Defense Agency, which is not a party to this NSA. Both Parties acknowledge that the Agency has no control over the length of time DFAS will take to make payment to the Complainant. The Complainant also acknowledges that she is solely responsible for any taxes on the payment made. Tax liability as a result of payment is a matter to be resolved solely between the Complainant, her attorney, and the IRS.

5. Enforcement and Compliance by the Agency. If the Complainant believes that the Agency has failed to comply with the terms of this NSA, then she shall notify the Director, Equal Employment Opportunity Compliance and Complaints Review ("EEOCCR"), ATTN: SAMR-EO-CCR, 5825 21st Street, Building 214, Room 129, Fort Belvoir, VA 22060-5921, in writing, of the alleged noncompliance within thirty (30) calendar days of when she knew or should have known of the alleged noncompliance. A copy of the notice should also be sent to the processing EEO Officer. The Complainant may request that the terms of the NSA be specifically enforced or, alternatively, that the Complaint be reinstated for further processing from the point at which processing ceased under the terms of this NSA. If the Director for EEOCCR does not respond to the Complainant in writing or if the Complainant is not satisfied with the attempts to resolve the matter, the Complainant may appeal to the EEOC, Office of Federal Operations ("OFO"), P.O. Box 77960, Washington, D.C. 20013, for a determination as to whether the Agency has complied with the terms of this NSA. The Complainant may file such an appeal to the EEOC thirty-five (35) calendar days after service of the allegation of noncompliance upon EEOCCR but no later than thirty (30) calendar days after receipt of the Agency determination. Thereafter, the Complainant may take whatever actions necessary to enforce the terms of this NSA or to reinstate her EEO Complaint.

6. Complainant Acknowledgment. The Complainant knowingly and voluntarily acknowledges the following:

a. The Complainant was provided a full opportunity to participate in and question the provisions of this Agreement.

b. The Complainant is represented by counsel.

c. The Complainant understands and agrees to all of the requirements and conditions of this Agreement and voluntarily waives the rights specified above.

7. **Not Precedent.** The terms of this NSA will not establish any precedent nor will the Agreement be used as a basis by the Complainant or any representative organization as justification for similar terms in any subsequent case.

8. **Entire Agreement.** This NSA sets forth the entire agreement between the Parties and supersedes any and all prior agreements and understandings, if any, between the Parties pertaining to this matter. No other agreements shall be binding upon the Parties.

9. **Severability.** In the event it is determined that a provision(s) of this NSA is contrary to law or regulation or is otherwise unenforceable, only that provision(s) shall be considered null and void and all other provisions shall survive and remain in full force and effect.

10. **Signatures.** By signing below, the Agency signatory and the Complainant each acknowledge that he or she has read the entire NSA, understands the Agreement, and agrees to its terms and conditions. This Agreement is effective as of the date of the last signature below.



Olivia Chamberlain,
Complainant

Dated: 7/15/, 2020



Sharon Krevor-Weisbaum, Esq.
BROWN GOLDSTEIN LEVY, LLP
Complainant's Representative

Dated: July 16, 2020

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509 80076509
Date: 2020.07.17 15:33:26 -04'00'

COL Timothy E. Druell,
Garrison Commander
U.S. Army Installation Management Command
Aberdeen Proving Ground, MD

Dated: 17 July, 2020

ANDREJKO.SARA Digitally signed by
H.HICKEY.1549931 ANDREJKO.SARAH.HICKEY.15
681 45931681
Date: 2020.07.16 14:14:56 -04'00'

Sarah H. Andrejko, Esq.
AMCLC-APG
Agency Representative

Dated: July 16, 2020