

## **PROOF OF CLAIM AND RELEASE**

This Proof of Claim and Release is the means by which Potential Class Member may make claims for monetary awards under the Settlement Agreement in the matter of *Regina McKiernan, et al. v. Department of Defense Education Activity*; EEOC Case No. 570-2009-00534X; Agency Case No. EU-FY08-055. This release must be completed, signed, and timely submitted in order for a Potential Class Member to be eligible for consideration under the Settlement Agreement.

Through this release, you are making a sworn claim for access to federal government funds. Submission of any false information may violate at least the following **federal criminal and civil codes**: 18 U.S.C. § 1001; 18 U.S.C. § 1002; 18 U.S.C. § 1341; 18 U.S.C. § 1621; 28 U.S.C. § 1746; and/or 31 U.S.C. § 3729. It is **highly recommended** that you retain a complete copy of your submission, and a copy of an envelope with postmark (or tracking information) or e-mail.

If a Potential Class Member is no longer living or has been determined to be legally incompetent, the Potential Class Member's authorized legal representative may obtain a recovery on behalf of the Potential Class Member so long as the Potential Class Member would have been eligible for an award if living or is eligible and could have filed a claim himself or herself if competent. The authorized legal representative of such Potential Class Members must timely submit the following: 1) a Proof of Claim and Release; 2) documentation to support the representative's status; and 3) evidence to support the factual assertions made below. If the 3 items listed above are submitted, then the claim will be processed in accordance with the terms of the Settlement Agreement.

**You must complete, sign, and submit this Proof of Claim and Release by December 9, 2024**, in order to be eligible for consideration to receive an award under the Settlement Agreement.

The Proof of Claim and Release must be sent to:

Sterile Services Co., 143 Rollins Ave #2025, Rockville, MD 20847; the Official DoDEA Claim Submission Site for submission of claims is <https://www.dodeaclaim.com/>

If you have questions about completing the Proof of Claim and Release form, your eligibility to submit a claim in this case, what claim fits your personal situation, or for any other legal advice about this case, please contact Class Counsel, the attorneys representing the Class Members in this case at: [DoDEAclassaction@katorparks.com](mailto:DoDEAclassaction@katorparks.com) or 202-898-4800.

If you have any questions about whether your Proof of Claim was received or the status of the Proof of Claim process, please contact the Claims Administrator at: [claims@ssc1.com](mailto:claims@ssc1.com) or 202-579-8908.

NAME (Last, First, Middle)

XXX-XX-\_\_\_\_\_

Last 4 digits of Social  
Social Security Number

\_\_\_\_\_  
Mailing Street Address

\_\_\_\_\_  
Daytime Telephone Number

\_\_\_\_\_  
City

State

Zip Code

Country

\_\_\_\_\_  
Alternate Telephone Number

\_\_\_\_\_  
E-mail address



**For your claim to be processed, you must sign this Proof of Claim and Release indicating that you agree to proceed through the claims process and release your claim.**

Pursuant to EEOC regulations, I understand that this claims process is my sole remedy for any claims that are covered by the *McKiernan v. DoDEA* Class Action Settlement. I understand that if I participate in this claims process, I surrender any right I have to object to or appeal the DoDEA Class Action Settlement, and any other right I may have to seek relief for a claim included within the case of *McKiernan, et al. v. Dep't of Defense Education Activity*; EEOC Case No. 570-2009-00534X; Agency Case No. EU-FY08-055 ("DoDEA Class Action").

I agree to proceed through the claims process and give up any right I may have to appeal the Settlement Agreement to the EEOC, give up any right I may have to file a civil action in federal court, and give up any other right I may have to seek relief for a claim included within the DoDEA Class Action. My signature upon this Proof of Claim and Release constitutes a permanent and unconditional settlement and release by me, my heirs, executors, administrators, or assigns, of all outstanding claims, complaints, administrative complaints, and appeals that I have filed or could have filed arising from the DoDEA Class Action, including but not limited to violation of my rights under the Rehabilitation Act due to the DoDEA Request for Reasonable Accommodation Form in use during the period of March 11, 2002, to December 31, 2009. This Release includes claims against the Department of Defense, including the Department of Defense Education Activity (DoDEA) and DoDEA's officers, executives, agents, managers, supervisors, employees and representatives. In addition, the claims that I am permanently releasing include, but are not limited to, those for front pay, back pay, compensatory damages, interest, and claims for attorneys' fees and costs which may be advanced by any counsel other than the counsel the EEOC has appointed to represent the class in this case. This means that any attorney, other than class counsel, may not recover any attorneys' fees or costs from DoDEA for the services in representing me in connection with any dispute I may have had relating to my Claim. This Release does not require me to waive any claims for worker's compensation benefits that I have filed, or might file, with the U.S. Department of Labor.

I hereby unconditionally, irrevocably, fully and finally release and forever discharge class counsel and DoDEA from any and all claims and causes of action, whether currently known or unknown, which I may have had, may now have, or may hereafter discover arising out of or in connection with the Administration of the Settlement Agreement.

By my signature below, I hereby authorize the DoDEA, Class Counsel, any Administrative Support Contractor, and the EEOC to exchange and/or communicate information regarding me between each other as is reasonably necessary to effectuate the Settlement Agreement. By my signature below, I state that all documents attached to this release are authentic. By my signature below, I agree to allow all necessary withholdings from any monetary award as may be required by applicable tax rules and/or the Settlement Agreement.

I acknowledge and affirm that I have read this Release. I understand this Release in its entirety and I have signed it willingly and freely, and without coercion, threat or duress. I understand that this Release is a full and final resolution of all matters described above, and that there are no other terms and conditions that are not set forth in this Release. I further acknowledge and agree that Class Counsel, the Department of Defense, and/or DoDEA has made no representations regarding the tax consequences of any amounts received by me pursuant to this Release. I agree to pay federal, state, and/or local taxes, if any, which are required by law. Notwithstanding the above, this Release is not effective in the event that the Settlement Agreement becomes void for any reason.

## CERTIFICATION

**Pursuant to 28 U.S.C. § 1746, I declare (or certify, verify, or state) under penalty of perjury that the following are true and correct:**

- (1) I am the person identified in this Proof of Claim and Release;**
- (2) I have carefully read and understand the instructions to complete this Proof of Claim and Release;**
- (3) all the foregoing is true and correct, and;**
- (4) my signature signifies acceptance of all terms of this Proof of Claim and Release.**

**I understand that a false statement in this release may be punishable by law, to include 18 U.S.C. § 1001.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name