

SAMPLE SETTLEMENT EMAILOFFER

**(EXAMPLE FOR ILLUSTRATIVE/EDUCATIONAL PURPOSES ONLY)*

Attorney K.C. Crayon II <kevin@crayonlawfirm.com>

Jul 4, 2099,
05:55 AM

To: Agency Attorney
bcc: Client

Good morning,

My client is willing to resolve this for the following.

1. **Backpay** from January 1, 2199 until the date he returned to duty, June 1, 2099 (six months) as a result of the discrimination for which he will be able to prove causation.

1(A): This includes **restoration of leave**: annual leave, sick leave, and leave without pay (LWOP) for that time period.

2(B): This includes all **benefits** he would have received during this time periods, including insurance, bonuses, step increases, and other benefits.

2. **Reinstatement**, retroactive to the date my client was subsequently terminated on July 1, 2099, full backpay and benefits as described above.

3(A) **\$5,000** for psychiatric expenses incurred. Invoices available upon request.

3(B) **\$5,000** for relocation costs due to termination. Receipts if requested.

4. **\$150,000 for non-pecuniary compensatory damages (pain and suffering)** due to the extensive psychiatric treatment, exacerbation of PTSD, new medication (refer to his deposition and discovery responses) that he never incurred prior to this discrimination, his sleeplessness as a new diagnosis, his depression and anxiety as new diagnoses (refer to his compensatory damages affidavit in ROI pp. 999 for supporting documentation).

This amount is supported by Commission precedent. See [Doyle S. v. Dep't of Interior, EEOC Appeal No. 2021003144 \(Mar. 17, 2022\)](#) (\$200,000 awarded in similar EEOC case where, similar to our case, the Complainant had nervous

breakdown which led to a 10-week hospitalization among other distressing events similar to our case).

Please note we are discounting what we believe we can obtain should we prevail on this matter as a compromise, in good faith. However, should we proceed with litigation, we will seek \$200,000 for this category of damages, consistent with Commission precedent, and will seek

- 1. **adjustment for inflation;** and*
- 2. **compensation for increased tax liability.***

(See MD-110, Chapter 11: Remedies and Damages)

5. Cease and desist directed to harasser.

6. Reassignment to the remote position that is *telework eligible so that my client's disability will be accommodated.*

7. Attorney fees of \$7,500 (accruing at \$400 an hour). *Detailed billable hourly report with detailed concise time entries available upon request.*

This offer is not for the full relief we will seek at the hearing pursuant to MD-110, Chapter 11. It does not include all pecuniary damages and all damages disclosed in discovery and to be disclosed in the forthcoming prehearing report. This is therefore a compromise.

This offer will lapse should the parties engage in further litigation beyond the upcoming prehearing conference.

Respectfully,

Kevin C. Crayon II, Esq.
Attorney at Law
Georgia Bar No. # 903973