

# Congress of the United States

Washington, DC 20510

October 19, 2026

The Honorable Andrea R. Lucas  
Chair  
U.S. Equal Employment Opportunity Commission  
131 M Street, NE  
Washington, DC 20507

Dear Chair Lucas:

We write to share our strong opposition to the recent settlement the Equal Employment Opportunity Commission (EEOC) entered into with the Christian Employers Alliance (CEA) and to seek further information about this unprecedented and deeply misguided settlement.<sup>1</sup> The EEOC – charged with enforcing our nation’s employment nondiscrimination laws – took an unprecedented step with this settlement by covering future members of the Christian Employers Alliance and preemptively agreeing to never bring certain charges against the organization and its members in perpetuity.<sup>2</sup>

The Christian Employers Alliance, a membership organization made up of businesses that identify as Christian and vow as a condition of membership to adhere to certain principles, filed a lawsuit against the EEOC in January 2025. The lawsuit claimed that EEOC’s guidance on harassment in the workplace applying Title VII of the Civil Rights Act of 1964 to include gender identity and transgender status violated the religious freedom of Christian business owners. Specifically, CEA argued that the guidance forces Christian employers to use an employee’s stated pronouns over the employers’ religious beliefs; allows employees to dress in ways that conformed to a gender not assigned at birth; and, permits transgender employees to use sex-specific facilities in line with their gender identity.<sup>3</sup> Despite the EEOC rescinding the challenged “Enforcement Guidance on Harassment in the Workplace,”<sup>4</sup> the challenged language from its website,<sup>5</sup> and dismissing several gender-identity related cases,<sup>6</sup> the EEOC still agreed to enter into a settlement with the Christian Employers Alliance. Under this settlement, the EEOC has agreed not to bring certain charges based on gender-identity discrimination against the Christian Employers Alliance or the Christian Employers Alliance’s member organizations.

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<sup>1</sup> Settlement Agreement, CEA v. EEOC, No: 1:25-cv-00007-DLH-CRH (D.N.D. Aug. 12, 2026).

<sup>2</sup> *Supra* note 1, paragraphs 4,5.

<sup>3</sup> Complaint, CEA v. EEOC, No: 1:25-cv-00007-DLH-CRH (D.N.D. Jan. 15, 2025).

<sup>4</sup> U.S. Equal Emp. Opportunity Comm’n (“EEOC”), EEOC Compliance Manual, Enforcement Guidance on Harassment in the Workplace, EEOC-CVG-2024-1 (Apr. 29, 2024); Press Release, U.S. Equal Emp. Opportunity Comm’n, *EEOC Commission Votes to Rescind 2024 Harassment Guidance* (Jan. 23, 2026), <https://www.eeoc.gov/newsroom/eeoc-commission-votes-rescind-2024-harassment-guidance>.

<sup>5</sup> Press Release, U.S. Equal Emp. Opportunity Comm’n, *Removing Gender Ideology and Restoring the EEOC’s Role of Protecting Women in the Workplace* (Jan. 28, 2025), <https://www.eeoc.gov/newsroom/removing-gender-ideology-and-restoring-eeocs-role-protecting-women-workplace>.

<sup>6</sup> Claire Savage and Alexandra Olson, *EEOC seeks to drop transgender discrimination cases, citing Trump’s executive order*, ASSOCIATED PRESS (Feb. 15, 2025), <https://apnews.com/article/eeoc-trump-gender-identitydiscrimination-alabama-73a065c8aa5e0060472e1cac1ecd8212>.

Importantly, the agreement covers both current members of the CEA and future members as long as the alleged conduct occurred while the accused employer was a member of the CEA.<sup>7</sup>

We strongly question the legal authority this settlement presumes—that the EEOC can bind the hands of the EEOC in perpetuity, including under future Presidents and Commissioners, to not bring charges against certain organizations for certain unlawful practices. According to a long-standing legal opinion from the Department of Justice, presidents cannot use their discretion to enter into agreements that rob future administrations of that same level of discretionary authority.<sup>8</sup> While the EEOC may have the discretion to choose which claims of discrimination to pursue, it has no authority to prevent future administrations from pursuing legally valid claims, even if the current EEOC would refuse to pursue those claims or doubts the legal basis for the claim. If the EEOC had such authority, there would apparently be no limiting factor. For example, the EEOC could agree to never charge an association of white employers for unlawful employment practices related to race. In fact, the EEOC could agree to never charge employers that are members of local, state, or national chambers of commerce with charges of any unlawful employment practices.

One might reasonably conclude that this settlement appears to be an attempt to collude with a private organization to exempt the employer, including future employers who join the Christian Employers Alliance, from facing charges regarding unlawful discrimination. It is particularly alarming that the Christian Employers Alliance is now using this settlement to recruit new members and increase its revenue.<sup>9</sup>

In keeping with our congressional oversight responsibilities, we request your responses by no later than November 2, 2026, to the following:

1. Please explain what legal authority the EEOC relied on in agreeing to never bring a specific category of charges against an organization's members, including future members.
  - a. Do you view this authority as having any limits? Please explain.
  - b. Please provide any non-privileged communications and documents regarding discussions of the scope of the settlement.
2. Have there been other settlement agreements that have similar terms as the agreement with the Christian Employers Alliance? If so, please identify those agreements and provide copies with your response.
3. Please specify whether there have been other settlement agreements where the terms of the agreement: (a) exist in perpetuity to bind future administrations; (b) provide blanket

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<sup>7</sup> *Supra* note 1.

<sup>8</sup> Memorandum from Edwin Meese III, Attorney General, to All Assistant Attorneys General and All United States Attorneys, Re: Department Policy Regarding Consent Decrees and Settlement Agreements (Mar. 13, 1986), (available at <http://www.archives.gov/news/samuel-alito/accession-060-89-1/Acc060-89-1-box9-memoAyer-LSWG-1986.pdf> at pp. 5-8).

<sup>9</sup> CEA Action Membership, Christian Employers Alliance, <https://www.joinceanow.org/join-cea/> (last visited Sept. 11, 2026). See also Bryce Covert, *Christian Employers Can Now Discriminate Against Trans People*, The Intercept (Sept. 1, 2026), <https://theintercept.com/2026/09/01/christian-employers-settlement-gender-discrimination-eecoc/>.

protection for members of a particular group of employers or an association, as opposed to individual employers on a case-by-case basis; and/or (c) apply to a future set of employers?

4. Did the EEOC look to or consult with any other federal agencies that may have engaged in settlements with similar terms or in similar cases or investigations?
5. Upon the EEOC receiving a complaint and being notified by an employer that they and the alleged discrimination are covered by this settlement, how quickly after such notification by an employer will a right-to-sue letter be issued? Will the employee be informed that the settlement was the reason that the EEOC did not pursue the case?
6. In light of this settlement, how does the EEOC plan to investigate allegations of unlawful discrimination against transgender employees—including as they relate to hiring and firing, promotions, sexual harassment, and pay discrimination—against the Christian Employers Alliance or its members should they arise in claims outside the parameters of this settlement agreement? How will this differ from how the EEOC conducts these investigations against other employers?
7. The Settlement Agreement describes the fundamental tenets to which employers are supposed to subscribe in order to become members of the CEA and to maintain such membership. What safeguards will be required to ensure that employers who seek to be covered by the settlement agreement in order to be protected from charges of gender identity discrimination by joining the Christian Employers Alliance have policies that meet the criteria for membership?
8. Describe how the EEOC will handle charges from workers, whose employers are covered by the agreement, alleging multiple bases of discrimination, some but not all of which are covered under the agreement?
9. Has the EEOC developed any notice to be sent to charging parties notifying them that their investigation is being closed or partially closed, and that they are being issued a right to sue notice, based on the agreement? Please explain. If so, please provide copies of those notice templates. If the EEOC plans to develop such a notice, please explain and provide a copy of such notice at such time it is finalized. Please note that we are not asking for confidential information or details of particular charges, rather we are asking for the general language to be used in such notices provided to charging parties.
10. It is our understanding that your Chief of Staff, Shannon Royce, was president of the Christian Employers Alliance when this case was filed. What role, if any, did Ms. Royce play in the settlement agreement?
  - a. Did Ms. Royce recuse herself given that she previously served as president of the Christian Employers Alliance, the plaintiff party in the agreement? If yes, please provide evidence of that recusal, including details on the scope of that recusal.
  - b. Please provide copies of all written communications between Ms. Royce and others regarding this case and any written communications that both mention Ms. Royce and this case.
  - c. If Ms. Royce attended any meetings regarding this case, please provide details regarding those meetings, including the date and time, other attendees, and matters discussed.

- d. If Ms. Royce participated in any phone calls regarding this case, please provide details regarding each phone call, including the date and time, other individuals on the call, and matters discussed.
11. Will you commit to providing quarterly reports of the total number of investigations related to allegations against the Christian Employers Alliance that were closed because the charge was covered by the agreement?
12. Will you commit to providing quarterly reports of the total number of investigations related to allegations against members of the Christian Employers Alliance that were closed because the respondent employer was a member of the Christian Employers Alliance and the charge was covered by the agreement?

Please send all correspondence and information related to this request to Committee's Democratic staff at [EWDOveright@mail.house.gov](mailto:EWDOveright@mail.house.gov) and to Congressional Equality Caucus staff at [CEC.Oversight@mail.house.gov](mailto:CEC.Oversight@mail.house.gov). We look forward to your response.

Sincerely,



Robert C. "Bobby" Scott  
Ranking Member  
House Committee on  
Education and Workforce



Mark Takano  
Chair  
Congressional Equality Caucus