



CHRISTIAN EMPLOYERS ALLIANCE
MEMBER UPDATE



LEGAL VICTORY FOR CHRISTIAN EMPLOYERS

EEOC Settlement Secures Important Protections for Christian Employers

Christian Employers Alliance has secured an important settlement with the U.S. Equal Employment Opportunity Commission (EEOC) in *Christian Employers Alliance v. EEOC*, a case CEA brought on behalf of itself and its members. This is an important victory for Christian employers seeking to operate their businesses and organizations consistently with their sincerely held religious beliefs.

SETTLEMENT COVERAGE

What the Settlement Protects

Under the settlement, the EEOC has agreed not to pursue charges against CEA or qualifying CEA members to the extent those charges are based on specifically defined "covered conduct" related to gender identity. For qualifying CEA members, the settlement provides meaningful protection when employment practices in these areas are guided by sincerely held Christian beliefs.

COVERED CONDUCT INCLUDES ALLEGATIONS THAT AN EMPLOYER:

- Declined to engage in or require employees to engage in speech relating to gender transition, gender identity, or transgender status
- Declined to affirm or facilitate gender identity or transgender status, including declining to use pronouns inconsistent with a person's biological sex
- Declined to make exceptions to sex-specific dress codes because of gender identity or transgender status
- Declined to allow individuals to use private spaces reserved for the opposite sex
- Declined to modify workplace policies or training to comply with such requirements

ELIGIBILITY

Who Is Protected?

The settlement protects qualifying CEA members, including future members who satisfy the requirements of the agreement. One of the most important requirements is timing: **an organization must be a CEA member at the time of the employment conduct at issue.**

To receive protections, a member must also:

✓ Be approved by CEA as meeting its membership requirements

✓ Subscribe to CEA's Statement of Faith and Christian Ethical Convictions

✓ Hold sincerely held beliefs consistent with those convictions

✓ Have a governing structure and actually operate consistently with those beliefs

MEMBER OBLIGATIONS

What Members Must Do if They Receive an EEOC Charge

The settlement provides substantial protection, but **members must affirmatively invoke that protection** when an EEOC matter arises. If a CEA member receives an EEOC charge involving covered conduct, the member should contact CEA promptly, in connection with advice from your own attorney, and promptly identify itself to the EEOC as an organization protected under the settlement.

REQUIRED CERTIFICATIONS (UNDER PENALTY OF PERJURY)

- The organization has sincerely held beliefs consistent with CEA's Statement of Faith and Christian Ethical Convictions
- Its governing structure permits it to operate consistently with those beliefs
- It actually conducts its operations consistently with those beliefs
- Assuming the employment actions alleged occurred, those actions would have been taken pursuant to the organization's sincerely held beliefs

Note: Providing these certifications does not require the member to admit that the allegations in the EEOC charge are true.

IMPORTANT LIMITATIONS

The EEOC May Still Receive a Charge

The settlement does not prevent an individual from filing an EEOC charge against a CEA member, nor does it prevent the EEOC from carrying out certain administrative responsibilities. However, once a qualifying CEA member establishes that the settlement applies, the EEOC has agreed not to pursue the covered conduct as an enforcement matter.

EEOC MAY STILL...

- Accept a charge
- Conduct an intake interview
- Send notice that a charge has been filed
- Issue a notice of right to sue

EEOC HAS AGREED NOT TO...

- Pursue covered conduct as an enforcement matter
- Take further enforcement action once a qualifying member invokes the settlement

TIME-SENSITIVE

Timing Matters

⚠ CRITICAL: 30-DAY WINDOW

Once the EEOC receives notice that a member is invoking the settlement, the agreement provides a **30-day period** during which the EEOC will take no further action concerning the covered conduct. During this time, the member must provide the required attestations and certifications. **That makes prompt action extremely important.**

CEA members should not assume the EEOC will automatically know that an employer is protected by the settlement. If the EEOC takes action before it knows that an employer is a qualifying CEA member, those actions do not violate the agreement.

If your organization receives an EEOC charge, notice, inquiry, or expansion of an existing investigation that may involve one of the issues covered by this settlement, contact CEA as soon as possible, in connection with advice from your own attorney.

FOUNDATION

Why CEA's Statement of Faith Matters

The protections secured through this settlement are directly connected to CEA's Statement of Faith and Christian Ethical Convictions. The settlement reinforces the importance of CEA members not only subscribing to these beliefs, but genuinely operating their organizations consistently with them.

Among the convictions relevant to the settlement are CEA's beliefs that:

A person's work and business, when informed and motivated by Christian values, constitute religious exercise and worship

Christians are called to exercise their faith in every area of their lives, including their homes, schools, ministries, businesses, and communities

Male and female are immutable realities defined by biological sex, and gender reassignment is contrary to Christian values

Christian employers should not be required to provide or facilitate certain services, treatments, or conduct contrary to their Christian convictions

ACTION CHECKLIST

What CEA Members Should Remember

Five essential steps to ensure your organization is positioned to benefit from the settlement protections.

1

Maintain Active CEA Membership

The settlement protects organizations that qualify as CEA members, and the organization must have been a member **at the time of the employment conduct at issue**. Joining CEA after a dispute arises does not retroactively create protection for conduct that occurred before membership.

2

Align Your Organization With CEA's Christian Convictions

The settlement requires more than simply having a CEA membership. Qualifying organizations must certify that they sincerely hold the relevant beliefs, that their governing structure allows them to operate according to those beliefs, and that they actually conduct their operations consistently with them. Make sure your governing documents, policies, and practices appropriately reflect your sincerely held Christian convictions.

3

Contact CEA Immediately if an EEOC Matter Arises

The protections of the settlement are not necessarily applied automatically. A member who receives a potentially covered charge must identify itself as a protected CEA member and provide the required documentation and certifications. Early communication with CEA is critical, in connection with advice from your own attorney.

4

Do Not Assume Every Employment Claim Is Covered

The settlement applies to specifically defined conduct involving gender identity and transgender status in the workplace. The EEOC retains the ability to investigate claims involving conduct that is not covered, such as allegations of racial discrimination. Work with your own attorneys and CEA to determine whether a particular EEOC matter falls within the protections of the agreement.

5

Keep Documentation Current

Because a qualifying member may need to establish its eligibility for protection, maintain appropriate records concerning your CEA membership, governing structure, policies, and adherence to CEA's Statement of Faith and Christian Ethical Convictions. Being prepared before a dispute occurs can make it significantly easier to invoke these protections.

WHAT THIS VICTORY MEANS

A Victory for the Entire Alliance

CEA challenged federal employment requirements that threatened to place Christian employers in the position of choosing between government interpretations of federal law and faithfulness to their sincerely held religious convictions. Through this litigation, CEA has secured concrete protections for qualifying members.

This demonstrates the strength of CEA's collective legal strategy -- by bringing litigation on behalf of the Alliance and its members, CEA can seek protections that extend beyond a single employer and strengthen the ability of Christian businesses and organizations to remain faithful to their convictions.

The Work Continues: The settlement resolves the portions of CEA's lawsuit addressing the specified gender-identity issues. CEA's claims concerning the Pregnant Workers Fairness Act (PWFA) are separate and were not resolved through this settlement. CEA remains committed to defending and advancing the freedoms of Christian employers through litigation, legislation, and public accountability.

Member Action

If your organization receives an EEOC charge, notice, or inquiry that may implicate this settlement, **contact CEA promptly**, in connection with advice from your own attorney.

Our goal is not only to secure legal protections for Christian employers, but to help our members understand and effectively use those protections when they are needed.

† Christian Employers Alliance

Defending the Freedom to Lead with Faith

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Confidential Member Communication