USAGM Involuntary Separation Group 1 Consolidation v. U.S. Agency for Global Media

Docket # CF-0752-26-0137-I-1

Response to 08 14 2026 Response to 06 12 2026 Case Processing Order

Summary Page

Case Title :	USAGM Involuntary Separation Group 1 Consolidation v. U.S. Agency for Global Media
Docket Number :	CF-0752-26-0137-I-1
Pleading Title :	Response to 08 14 2026 Response to 06 12 2026 Case Processing Order
Filer's Name :	Danielle Hampton
Filer's Pleading Role :	Agency

Details about the supporting documentation

#	Title / Description	Mode of Delivery

USAGM Involuntary Separation Group 1 Consolidation v. U.S. Agency for Global Media

Docket # CF-0752-26-0137-I-1

Response to 08 14 2026 Response to 06 12 2026 Case Processing Order

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1. What is the title of the MSPB notice or order to which you are responding?

Response to 06 12 2026 Case Processing Order

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2. What is the date of that notice or order?

06/12/2026

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3. Does your pleading assert facts that you know from your personal knowledge?

No

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4. Do you declare, under penalty of perjury, that the facts stated in this pleading are true and correct?

No

UNITED STATES OF AMERICA
MERIT SYSTEMS PROTECTION BOARD
WASHINGTON REGIONAL OFFICE

USAGM INVOLUNTARY SEPARATION, GROUP 1 CONSOLIDATION
Appellant,

DOCKET NUMBER
CF-0752-26-0137-I-1

v.

U.S. AGENCY FOR GLOBAL MEDIA,
Agency.

DATE: August 14, 2026

AGENCY'S RESPONSE AND MOTION TO DISMISS

Pursuant to the June 12, 2026 Case Processing Order, the U.S. Agency for Global Media ("Agency") timely files this brief moving to dismiss this consolidated appeal for lack of jurisdiction. Appellants separated from the Agency voluntarily through the Deferred Resignation Program (DRP), Voluntary Early Retirement Authority (VERA), and the Voluntary Separation Incentive Payment (VSIP). Additionally, the DRP Appellants waived their right to appeal. A voluntary separation is not an appealable action within the Board's jurisdiction. In the alternative, should the Board decline to dismiss on those grounds and conclude that *Widakuswara v. Lake* bears on these appeals, the Agency respectfully requests that the Board stay the appeals pending final judgment and any appeal by the government in that action.

On appeal, the Appellants allege that their separations under the DRP, VERA, and VSIP were involuntary and are voidable because of the U.S. District Court for the District of Columbia's (D.D.C.) summary judgment rulings in *Widakuswara v. Lake,* Civ. No. 25-cv-1015 (RCL). *See* Appellants' Initial Appeals, MSPB Docket No. CF-0752-26-0137-I-1. Specifically, the

Appellants' argument rests on two theories based on those rulings: first, that the programs were offered under authority assumed or delegated to Kari Lake, whose service as acting CEO the court held unlawful; and second, that the programs were part of the Agency's effort to reduce its staff, which the court vacated under the Administrative Procedure Act. From these premises, Appellants claim the Agency lacked authority to offer the programs or to carry out the reduction-in-force (RIF) they say induced them to accept, rendering their elections void. This is inaccurate.

BACKGROUND

In March 2025, the Agency began taking steps to comply with Executive Order 14238. (Exec. Order No. 14,238, Continuing the Reduction of the Federal Bureaucracy, 90 Fed. Reg. 13,043 (Mar. 20, 2025)). The Agency offered eligible employees the opportunity to separate voluntarily: the Agency offered the DRP, VERA, and VERA/VSIP throughout 2025. Appellants elected to participate in one or more of these programs and separated from federal service on or about September 30, 2025. These 2025 programs are the separations Appellants now seek to set aside.

Appellants base their appeals on *Widakuswara v. Lake*, a separate action pending before Judge Royce C. Lamberth in the D.D.C. *See Widakuswara v. Lake*, No. 25-cv-1015 (RCL). The plaintiffs in that case—USAGM employees, unions, and other organizations—do not include any of the Appellants in this consolidated MSPB appeal, and their claims do not challenge the validity of the DRP, VERA, or VSIP programs. Their claims challenge, among other things, the validity of Kari Lake's actions as Acting CEO under the Appointments Clause and the Federal Vacancies Reform Act. On March 7, 2026, the court entered partial summary judgment for the plaintiffs on their Appointments Clause and Vacancies Act claims, holding that "any actions taken by [Kari] Lake during her asserted tenure as acting CEO between July 31 and November 19, 2025, including but not limited to the August 29 reduction-in-force effort, or actions taken pursuant to the March or July delegations of CEO authority, are void." ECF No. 219 at 16–17. The court found no "apparent defect" in the appointment of then-Acting CEO Victor Morales and did not disturb actions Morales took in that role. *Id.* at 6. The Agency has not appealed the March 7 order, which is a non-final, partial summary judgment not subject to appeal absent a final judgment; no such judgment has issued and the partial summary judgment did not resolve all claims in this matter.

Separately, on March 17, 2026, the court granted partial summary judgment on the plaintiffs' APA claims and vacated the Agency's "statutory minimum" memorandum and the enumerated actions taken pursuant to it — the March 15, 2025 placement of 1,042 employees on administrative leave, the suspension of broadcasting operations, and the termination of non-contractor staff. ECF No. 222 at 1–2. Unlike the March 7 order, the March 17 order granted injunctive relief, directing the Agency to return to work the employees it had placed on administrative leave; the Agency appealed, and on March 31, 2026, the D.C. Circuit stayed that return-to-work directive pending resolution of the appeal. *Widakuswara v. Lake*, No. 26-5087 (D.C. Cir.); *Abramowitz v. Lake*, No. 26-5086 (D.C. Cir.).

On June 12, 2026, the Board consolidated fifty-nine appeals filed on the basis of the *Widakuswara* decisions. Appellants' Resp. to Case Processing Order, dated July 17, 2026. Twenty-seven Appellants separated through the DRP, twenty-four through VSIP, five through a combination of VERA and VSIP, and three through a combination of DRP and VERA. *Id.* Each of the fifty-nine accepted one or more of these programs by signing either a Deferred Resignation Agreement or a VSIP application. The thirty Appellants who accepted the DRP — the twenty-seven who took the DRP alone and the three who combined it with VERA — signed a Deferred Resignation Agreement containing an appeal-waiver clause. Appellants' Initial Appeals, MSPB

Docket No. CF-0752-26-0137-I-1. The twenty-nine Appellants who accepted VSIP — the twenty-four who took VSIP alone and the five who combined it with VERA — signed an application acknowledging that their separation was entirely voluntary. Exhibit 1. The eight Appellants who took VERA did so only in combination with the DRP or VSIP, and therefore signed one of those instruments as well.

ARGUMENT

I. Standard

The Board's jurisdiction is not plenary; it is limited to those matters over which it has been given jurisdiction by law, rule or regulation. *Maddox v. Merit Systems Protection Board*, 759 F.2d 9, 10 (Fed. Cir. 1985). Thus, it follows that the Board does not have jurisdiction over all matters alleged to be unfair or incorrect; rather, the Board's jurisdiction is limited to matters over which it has been given jurisdiction by statute or regulation. *Noble v. Tennessee Valley Authority*, 892 F.2d 1013, 1014 (Fed. Cir. 1989) (en banc), cert. denied, 496 U.S. 936 (1990); *Rivera v. Department of Homeland Security*, 116 M.S.P.R. 429 (2011) (citing *Johnson v. U.S. Postal Service*, 67 M.S.P.R. 573-77 (1995)). Moreover, the appellant has the burden of proving by preponderant evidence that the matter is within the Board's appellate jurisdiction. 5 C.F.R. § 1201.56(b)(2)(i). Because Appellants seek to appeal separations they elected, those separations are presumed voluntary and outside the Board's jurisdiction, and Appellants bear the burden of rebutting that presumption.

II. The Board should dismiss because it has no jurisdiction since all actions taken by Appellants were voluntary.

The Merit Systems Protection Board (MSPB) has long held that a decision to voluntarily resign, separate, or retire is presumed to be a voluntary act outside the Board's jurisdiction. *Rosario-Fabregas v. Merit Sys. Prot. Bd.*, 833 F.3d 1342, 1346–47 (Fed. Cir. 2016) (citing *Garcia v. Dep't of Homeland Sec.*, 437 F.3d 1322, 1328–29 (Fed. Cir. 2006) (en banc)); *Freeborn v.*

Department of Justice, 113 LRP 13307, 119 MSPR 290 (MSPB 2013); Talley v. Department of the Army, 50 M.S.P.R. 261, 263 (1991). An Appellant must show that their retirement, resignation, or separation was obtained through duress or coercion, or that a reasonable person would have been misled by the agency. *Talley, 50 M.S.P.R. at 263.*

The test for determining duress or coercion is whether: (1) One side involuntarily accepted terms imposed on it by the other; (2) circumstances permitted no alternative; and (3) the circumstances were the result of coercive acts of the opposite party. *West v. U.S. Postal Serv.*, 44 M.S.P.R. 551, 561–62 (1990). An employee's confrontation with an inherently undesirable alternative does not by itself render his self-initiated separation involuntary. *See Christie v. United States*, 518 F.2d 584 (Ct. Cl. 1975); *Malone v. Dep't of Army*, 29 M.S.P.R. 458, 459 (1985); *Nies v. U.S. Postal Serv.*, 32 M.S.P.R. 510 (1987).

Appellants do not contend that the Agency threatened them or misrepresented any fact. Their argument rests entirely on *Widakuswara*. Reading the district court's decisions to establish that the Agency lacked authority to offer the programs and to conduct a reduction in force, Appellants contend that their agreements were founded on two mutual mistakes — that the Agency had legal authority to offer and enter into the DRP, VERA, and VSIP programs, and that employees who declined would be separated through a RIF — and are for that reason voidable and their separations involuntary. *See* Appellants' Initial Appeals; *see, e.g.*, Appellant Katz Initial Appeal, MSPB Form 185, Box 16. Because that theory is built on *Widakuswara*, it can rise no higher than what the court actually decided there. Both premises fail.

First, it is well established that an employee's own unilateral, subjective misunderstanding of the law or of an agency's authority, as distinct from an agency's affirmative misrepresentation of fact, does not render an otherwise voluntary separation involuntary. *Middleton v. Dep't of*

Defense, 185 F.3d 1374, 1379–80 (Fed. Cir. 1999) (en banc); *accord Staats v. U.S. Postal Serv.*, 99 F.3d 1120, 1124 (Fed. Cir. 1996) (misinformation defeats voluntariness only where it is material and attributable to the agency, not where it reflects the employee's own erroneous assumption); *Scharf v. Dep't of the Air Force*, 710 F.2d 1572, 1574 (Fed. Cir. 1983) (voluntariness is presumed, and the employee bears the burden to rebut it). Appellants' assertion that they mistakenly believed the Agency had authority to offer these programs is the kind of self-generated legal assumption that *Middleton* and *Staats* hold insufficient to defeat the presumption of voluntariness, particularly where, as here, the Agency made no representation — true or false — regarding the source or scope of its own legal authority to offer the DRP, VERA, or VSIP.

Second, a decision to separate in order to avoid an anticipated but undesirable alternative, including a possible future reduction in force, is voluntary. The prospect of such an alternative is not a coercive act that renders a self-initiated separation involuntary. *Christie*, 518 F.2d 584; *West*, 44 M.S.P.R. at 561–62. Appellants elected to participate in the 2025 programs after being advised that they would likely be subject to a RIF. To the extent Appellants instead contend that the Agency lacked authority to conduct a RIF at all, that contention adds nothing: a mistaken belief about the scope of the Agency's authority, unaccompanied by any agency misrepresentation, does not defeat voluntariness, for the reasons already stated. *Middleton*, 185 F.3d at 1379–80; *Staats*, 99 F.3d at 1124. And the Agency need not establish the validity of any contemplated RIF, because the availability of an undesirable alternative is not duress nor does it render it involuntary. *West*, 44 M.S.P.R. at 561–62; *Christie*, 518 F.2d 587-88.

Third, *Widakuswara* does not bear on the validity of Appellants' separations. The court held that actions taken by Kari Lake during her tenure as Acting CEO and actions taken by Lake pursuant to March and July 2025 delegations of CEO authority from then-Acting CEO Victor

Morales—whose own appointment the *Widakuswara* court found free of “apparent defect”—were invalid. *Widakuswara*, ECF No. 219, at 6, 16–17; ECF No. 218 at 1. But the Court did not hold that Morales’s own actions as Acting CEO were invalid. And it was Morales who signed many of the relevant agreements. *See* Appellants' Initial Appeals; *see, e.g.*, Appellant Htun Initial Appeal, DRP Agreement; *see e.g.*, Appellant Guedes Initial Appeal, DRP Agreement. So the court’s order in *Widakuswara*, even if it could be understood as having preclusive effect here (which the Agency does not concede), does not bear on the validity of the Appellants’ agreements.

The court's separate March 17 order does not disturb Appellants' separations either. That order vacated certain Agency actions taken pursuant to the Agency's decision to reduce USAGM to the "statutory minimum." The DRP, VERA, and VSIP programs were voluntary programs. They were elections offered to employees, not actions imposed on them. Whether voluntary separation programs are "actions taken pursuant to" the statutory-minimum decision is a question the court did not reach, and its order cannot be read to reach voluntary separations it never addressed. In any event, neither order — even if entitled to preclusive effect here, which the Agency reiterates it does not concede — disturbs the voluntary separations Appellants now seek to appeal.

Finally, there is no evidence that Appellants’ resignations were obtained through coercion, misinformation, or deception. *Willis v. Department of Navy*, 37 M.S.P.R. 137, 140 (1988). The Agency sent emails to all Agency staff with the offers, including all necessary information, for Appellants to make an informed voluntary decision. Exhibit 1. The Agency did not force or direct employees to accept the offer. Additionally, Appellants were able to reach out to the Human Resources Office to inquire about the offers and ask questions before making a decision. Exhibit 1. A reasonable person would not have been misled by the Agency in these applications because the relevant information was clearly articulated, and they were able to make an informed decision. *Talley*, 50 M.S.P.R. at 263.

a. DRP Appellants

Further, the MSPB lacks jurisdiction because each Deferred Resignation Agreement contained a waiver clause. *See* Appellants' Initial Appeals, MSPB Docket No. CF-0752-26-0137-I-1. The waiver clause in the Deferred Resignation Agreements states:

> Employee forever waives, and will not pursue through any judicial, administrative, grievance, or other process, any action against USAGM that is based on, arising from, or related to Employee's employment at USAGM or the deferred resignation offer that were or could have been brought as of the effective date of this Agreement, including any and all claims that were or could have been brought concerning said matters. This waiver expressly includes, but is not limited to, all claims Employee may have under the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. Section 621 et seq. ("ADEA"), Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866 (Section 1981), the Americans with Disabilities Act, the Rehabilitation Act, the Fair Labor Standards Act, or any other federal, state, or local laws prohibiting discrimination in employment on the basis of age, race, color, sex, national origin, disability, religion, parental status, marital status, reprisal or any other factor, or any and all common law rights based on any other statute, contract, tort, or otherwise. In addition, Complainant waives any and all claims against the Agency, and/or its officers, employees, and/or agents that arise under any statute or regulation within the jurisdiction of the Equal Employment Opportunity Commission or any other judicial or administrative forum based on any action, known or unknown, prior to the date that he executed this Agreement. Employee unconditionally releases USAGM and its present and former employees, officers, agents, representatives, and all persons acting by, through, or in concert with any of those individuals, either in their official or individual capacities, from any and all liability based on, arising from, or relating to the matters that Employee may have against them, including any and all claims that were or could have been brought as of the effective date of this Agreement. Consistent with applicable law, Employee similarly waives any claim that could be brought on Employee's behalf by another individual or entity, including, but not limited to, Employee's labor union, if applicable. This waiver does not apply to any claims for workers' compensation.

See Appellants' Initial Appeals, MSPB Docket No. CF-0752-26-0137-I-1.

The Board has long held that a waiver of a right to appeal an action to the Board is enforceable if its terms are comprehensive and freely made, and if the execution of the waiver was not the result of duress or bad faith on the part of the agency. *Williams v. U.S. Postal Service*, 95 M.S.P.R. 145, ¶ 7 (2003). Appellants had sufficient time to review the terms of the agreement and up to seven days to revoke it after signing and returning it. *See* Appellants' Initial Appeals, MSPB Docket No. CF-0752-26-0137-I-1. Additionally, the Agency notified Appellants over forty years of age of their rights under the Older Worker Benefit Protection Act. Moreover, Appellants had the right to consult with an attorney about the agreement. Thus, there was no duress or bad faith on the part of the Agency.

Even accepting, *arguendo*, that Appellants subjectively believed the Agency had authority to offer the DRP and now think that belief was erroneous, that belief does not open the waiver to collateral attack. A waiver is enforced according to its terms so long as it was comprehensive and freely made, *Williams*, 95 M.S.P.R. 145, ¶ 7, and Appellants' theory does not allege that the Agency made any misrepresentation to induce their signatures, only that Appellants themselves misapprehended the extent of the Agency's authority. Because that allegedly mistaken belief was not caused by any act or statement of the Agency, it cannot establish the duress or bad faith necessary to set the waiver aside. *Middleton*, 185 F.3d at 1379–80; *Staats*, 99 F.3d at 1124. The DRP waiver clause therefore independently forecloses Board jurisdiction over the DRP Appellants' claims.

b. VSIP Appellants

The Appellants who separated through VSIP agreed that their separation from the Agency was voluntary. Exhibit 1.

The application for VSIP stated:

> By signing this application, I am volunteering to separate from the Agency and the Federal Government. I understand that my decision to retire or resign is entirely voluntary and has not been coerced. I also understand that, if I am approved to receive

> the separation incentive, this application serves as my commitment to retire or resign on **September 30, 2025**.

Id.

The Agency did not coerce, misinform or deceive the Appellants. *Willis*, 37 M.S.P.R. at 140. The Agency attached an information sheet when notifying Appellants about the VSIP opportunity. Exhibit 1. The information sheet included the amount of severance pay, eligible employees, restrictions on subsequent employment, and contact information for HR for those that had additional questions. *Id.* Additionally, the Agency allowed the applicants to withdraw their application within three days of submitting it. *Id.*

c. VERA Appellants

All of the Appellants in this matter who applied for VERA received either a combination of VERA and VSIP or VERA and the DRP. Thus, they all agreed to voluntarily separate from the Agency through the clauses discussed above. As stated above, the Appellants who voluntarily applied and accepted VERA were not coerced, misinformed or deceived by the Agency. Exhibit 1; *Willis*, 37 M.S.P.R. at 140. Therefore, the Board does not have jurisdiction.

III. In the alternative, if the Board concludes that *Widakuswara* bears on these appeals, it should stay them pending a final judgment and any appeals by the Agency.

As set forth above, the Agency's position is that these appeals should be dismissed because Appellants' separations were voluntary and, for the DRP Appellants, waived, and that *Widakuswara* does not bear on the validity of the voluntary DRP, VERA, or VSIP programs. Should the Board both decline to dismiss and conclude that *Widakuswara* bears on these appeals, however, the appropriate course is to stay the appeals, not to adjudicate them now. Board administrative judges possess broad authority to regulate the course of a proceeding, including the authority to stay proceedings pending resolution of a related matter that may affect the Board’s jurisdiction or the proceeding’s ultimate disposition. 5 C.F.R. § 1201.41(b); *see also* 5 C.F.R. § 1201.28. A stay pending final judgment and the outcome of any appellate proceedings in *Widakuswara*, as an alternative to outright dismissal that the Agency seeks here, would conserve Board and party resources and avoid the risk of inconsistent rulings on the scope of any vacatur, while preserving Appellants’ ability to proceed should the district court’s ruling ultimately and unambiguously extend to the DRP, VERA, or VSIP programs at issue here.

The Board is under no obligation to give the District Judge’s holding in *Widakuswara* preclusive weight. The Agency considers the decision erroneous and will likely appeal after final judgment. If the Board views these appeals as dependent upon the outcome of *Widakuswara*, it would be inefficient for the Board to continue these proceedings. Thus, these appeals should be stayed if the Board views *Widakuswara* as bearing on them. For the avoidance of doubt, the Agency maintains that *Widakuswara* does not bear on the validity of the DRP, VERA, or VSIP. The Agency requests a stay only as an alternative to the dismissal it seeks, and only should the Board conclude otherwise.

CONCLUSION

Based on the foregoing reasons and citations of authority, the Agency respectfully requests that the instant motion be granted and that Appellants' appeal be dismissed for lack of subject matter jurisdiction. In the alternative, should the Board decline to dismiss and conclude that *Widakuswara v. Lake* bears on these appeals, the Agency requests that the Board stay these appeals pending a final, appealable judgment — and any appeal by the government — in that action.

Respectfully Submitted,

BY: /s/ Danielle Hampton

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Danielle Hampton

From: HR Customer Service
Sent: Monday, June 30, 2025 12:42 PM
To: All Staff
Subject: Limited Buyout/Early Retirement Opportunity
Attachments: Things to Know about Applying for this Buyout-Early Retirement Opportunity Attachment.pdf; USAGM VSIP-VERA Application - June 2025.pdf

U.S. AGENCY FOR GLOBAL MEDIA | Human Resources

Limited Buyout/Early Retirement

The U.S. Agency for Global Media has a limited number of Voluntary Separation Incentive Payments (VSIP or "buyout") available and is offering another opportunity for the employees. The period during which applications must be submitted begins **today, Monday, June 30, 2025, and ends on Wednesday, July 2, 2025, at 11:59pm Eastern Standard Time (EST).** Employees also may use the Voluntary Early Retirement Authority (VERA or "early-out retirement") in conjunction with VSIP separations during this open period.

Voluntary Separation Incentive Payments (VSIPs or BUYOUTS)
As part of the USAGM's ongoing restructuring efforts, the agency is offering a **limited number of VSIPs or buyouts on a first-come, first-serve basis**. The agency will accept the first 150 eligible applications received.

Voluntary Early Retirement Authority (VERA or EARLY-OUT RETIREMENT)
The agency is now also offering **an unlimited number of VERAs or early-out retirements** which can be used by most civil service employees covered by the Civil Service Retirement System (CSRS) and the Federal Employees Retirement System (FERS), including those Foreign Service National (FSN) employees who are covered by the CSRS, to retire at an earlier age and/or with less service than they normally would need to retire.

Most civil service and eligible FSN employees who are at least 50 years of age with 20 years of service or who have 25 years of service regardless of age are eligible for early-out retirement. Excluded from this VERA authority are employees who have not been continuously on the agency's rolls since **March 11, 2024;** are serving under time-limited appointments; are in receipt of a decision of involuntary separation for misconduct or unacceptable performance.

There is no provision for early-out retirement for employees covered by the Foreign Service retirement systems, Foreign Service Retirement and Disability System (FSRDS) and Foreign Service Pension System (FSPS).

Employees covered by CSRS who are considering retirement under the VERA option should note that their annuities would be reduced by approximately 2 percent for every year they are under age 55 when they retire. There is no age-based reduction for early retirement under FERS, but employees under the age of 55 who voluntarily transferred to FERS from CSRS will have the CSRS portion of their annuity reduced.

Early-out retirement may be used in combination with an approved buyout.

Subject to the eligibility rules listed herein, employees eligible for retirement, including retirements under VERA, are eligible to apply for buyouts.

Employees who are approved for a buyout or early retirement under this offer must agree to separate from the agency, and the federal government writ large, on or before **September 30, 2025**. In other words, separations will be effective **September 30, 2025.**

Please review the attached document for more information on what you should know before requesting a buyout.

If you would like to take this opportunity, please complete the attached form and email it to HRCustomerService@usagm.gov no later than 11:59 PM on **July 2, 2025**. As a reminder, VSIPs/buyouts will be approved on a first-come, first-serve basis. All eligible applications for eligible VERAs/early retirements may be approved.

Employees approved for a buyout and/or early retirement will be contacted by the Office of Benefits to schedule an appointment to initiate the retirement or resignation process.

General Benefits inquiries may be sent to HRBenefits@usagm.gov.

Employees who accepted the **Deferred Resignation Offer** or are in receipt of a **Reduction in Force Notification, (who are outside of the competitive area in Washington, DC), are not eligible** to participate in this buyout opportunity/early retirement.

Things to Know about Applying for this Buyout and Early Retirement Opportunity

- Before submitting a request for a buyout and/or early retirement, please be sure to read this message in its entirety.
- A buyout/early retirement application request **must be** submitted to the HRCustomerService@usagm.gov on or before **July 2, 2025 11:59 PM** to be considered.
- Employees who are approved for a buyout or early retirement under this offer must agree to separate from the agency, and the federal government writ large, on or before **September 30, 2025.** In other words, separations will be effective **September 30, 2025.**
- Approved buyouts will be paid in a lump sum after the separation. The gross amount paid will be equal to theamount of severance pay for which an employee would be eligible or $25,000, whichever is less.
- The most the agency is authorized to pay under the current VSIP authority is $25,000.
- For more information about how amounts are calculated, refer to the section of this announcement entitled "Calculating Buyout Amounts."
- It must be emphasized that the buyout **is not an entitlement**. Approval of a buyout must be consistent with the needs of the agency.
- The agency reserves the right to determine which buyout applications will be approved and to assign the separation date for each individual based on organizational needs.
- An employee may withdraw their buyout/early retirement application within three (3) business days of submitting it to the Office of Human Resources (OHR) by sending a written withdrawal request to OHR at HRCustomerService@usagm.gov. After this three-day period, the submitted application will be considered an irrevocable commitment to resign or retire effective September 30, 2025.
- **Applications will be accepted from employees USAGM-wide in the following job series and pay plans as listed in the table below**.

Series/Pay Plans

GS-0018	GS-0340	GS-0830	GS-1106
GS-0080	GS-0341	GS-0855	GS-1411
GS-0086	GS-0343	GS/FP/FE-0856	GS-1412
GS-0089	GS-0346	GS-0905	GS-1601
GS-0201	GS/ES-0391	GS/GG/FP/ES-1001	GS-1640
GS-0260	GS-0501	GS-1035	GS-1712
GS/ES-0301	GS-0510	GS/GG-1071	GS-1810
GS-0303	GS-0560	GS/GG/FP-1082	GS-2001
GS-0308	GS-0801	GS-1084	GS-2010
GS-0318	GS-0810	GS-1102	GS-2210
			WB-3940

Calculating Buyout Amounts

Approved buyouts will be paid in a lump sum after separation. The gross amount paid will be equal to the amount of severance pay for which an employee would be eligible or $25,000, whichever is less.

To estimate the amount of the buyout for which an individual is eligible, use the following formula:
Severance pay = basic severance allowance + age adjustment allowance.

- Basic Severance Allowance: One week's basic pay at the time of separation for each of the first 10 years of creditable civilian service (no credit is allowed for military service unless it interrupts otherwise creditable civilian service), and two weeks' basic pay for each year of creditable service beyond 10 years. In computing years of creditable service, credit is given for each full year; 25 percent of a year is given for each three months that exceeds one or more full years.

- Age Adjustments Allowance: 10 percent of the total basic severance allowance for each year over 40 years of age at the time of separation, with credit for fractions of a year at 25 percent for each three months.

Categories of Employees Ineligible for a VSIP/Buyout

- Employees who opted in the Deferred Resignation Program;
- Employees who have received a reduction-in-force or other separation notice prior to applying for a buyout or who are subject to mandatory retirement within seven months from the date of this notice;
- Employees who have not been continuously employed by the Executive Branch of the federal government for a continuous period of at least three years;
- Employees who are serving on time-limited appointments;
- Re-employed annuitants;
- Employees with a disability that would make them eligible for disability retirement;
- Employees who previously have received any voluntary separation incentive from the federal government;
- Employees who are covered by statutory re-employment rights and who are on transfer employment with another organization; and
- Employees who:
    - During the 36-month period preceding the date of separation, performed service for which a student loan repayment benefit was to be paid;
    - During the 24-month period preceding the date of separation, performed service for which a recruitment or relocation bonus was or is to be paid; or
    - During the 12-month period preceding the date of separation, performed service for which a retention bonus was to be paid.

Important Information about Restrictions on Subsequent Employment

An individual who has received a VSIP or buyout and accepts any employment for compensation with the government of the United States (including work as a Purchase Order Vendor (POV) or under a Personal Services Contract (PSC) or other direct contract) within five (5) years after the date of the separation on which the payment is based shall be required to pay, before the individual's first day of employment, the entire amount of the incentive payment to the agency that paid the incentive payment.

You may apply for the buyout and/or early retirement by sending the completed application to HRCustomerService@usagm.gov.

Contact Information

For additional information, please contact OHR by email at HRCustomerService@usagm.gov or for general Benefits information at HRBenefits.gov.

U.S. AGENCY FOR
GLOBAL MEDIA

330 Independence Avenue SW | Washington, DC 20237 | usagm.gov

VOLUNTARY SEPARATION INCENTIVE PAYMENT (VSIP) AND VOLUNTARY EARLY RETIREMENT AUTHORITY (VERA) APPLICATION

First Name: ______________________________

Last Name: ______________________________

Office: ______________________________

Personal Email: ______________________________

Cell/Home Phone: ______________________________

Work Email: ______________________________

I am requesting: (check all that apply)

____ **Voluntary Separation Incentive Payment (VSIP)/buyout**

____ **Voluntary Early Retirement (VERA)**

VSIP

I hereby request to (pick one) **RETIRE** ____ or **RESIGN**_____ with a voluntary separation incentive payment (VSIP) under the Agency's June 30, 2025, Limited Buy Out/Early Retirement Opportunity Notice. By applying for this VSIP, I understand that I am bound by all the terms and conditions contained in the June 30, 2025, Buy Out/Early Retirement Opportunity Notice and applicable regulations.

By signing this application, I am volunteering to separate from the Agency and the Federal Government. I understand that my decision to retire or resign is entirely voluntary and has not been coerced. I also understand that, if I am approved to receive the separation incentive, this application serves as my commitment to retire or resign on **September 30, 2025**.

I further understand that, if I receive a VSIP and later accept employment for compensation with the Government of the United States within 5 years of the date of the separation on which the VSIP is based, including work as a Purchase Order Vendor or under a personal services contract or other direct contract, I must repay the ENTIRE amount of the VSIP to the Agency before my first day of reemployment.

VERA

____ If I am not approved for the separation incentive, I am still requesting an early retirement.

____ If I am not approved for the separation incentive, I am NO longer requesting an early retirement.

I understand that I will have three (3) business days after my submission date to withdraw my application. If I am not approved to receive the voluntary separation incentive; I understand that I will not be bound by this election to retire or resign.

Employee Signature: ______________________________ **Date**: ______________

Certificate of Service

e-Appeal has handled service of the assembled pleading to MSPB and the following Parties.

Name & Address	Documents	Method of Service
MSPB: Washington Regional Office	Response to 06 12 2026 Case Processing Order	e-Appeal
Bredemeier, Kenneth	Response to 06 12 2026 Case Processing Order	e-Appeal
Bush, Mia	Response to 06 12 2026 Case Processing Order	e-Appeal
Butler, Felicia	Response to 06 12 2026 Case Processing Order	e-Appeal
Chakarian, Vivian	Response to 06 12 2026 Case Processing Order	e-Appeal
Cherepansky, Arkady	Response to 06 12 2026 Case Processing Order	e-Appeal
Cho, Wonwoo	Response to 06 12 2026 Case Processing Order	e-Appeal
Consolidation, USAGM Involuntary Separation Group 1	Response to 06 12 2026 Case Processing Order	e-Appeal
DeMaster, Jennifer	Response to 06 12 2026 Case Processing Order	e-Appeal
Farabaugh, Kane	Response to 06 12 2026 Case Processing Order	e-Appeal
Ferder, Bruce	Response to 06 12 2026 Case Processing Order	e-Appeal
Garba, Ibrahim	Response to 06 12 2026 Case Processing Order	e-Appeal
Gensurowsky, Walter	Response to 06 12 2026 Case Processing Order	e-Appeal
Gomez, Laurence	Response to 06 12 2026 Case Processing Order	e-Appeal

e-Appeal has handled service of the assembled pleading to MSPB and the following Parties.

Name & Address	Documents	Method of Service
Green, Sonya	Response to 06 12 2026 Case Processing Order	e-Appeal
Hailu, Berhan	Response to 06 12 2026 Case Processing Order	e-Appeal
Hamza, Mwamoyo	Response to 06 12 2026 Case Processing Order	e-Appeal
Han, Dahai	Response to 06 12 2026 Case Processing Order	e-Appeal
Jepsen, Elizabeth	Response to 06 12 2026 Case Processing Order	e-Appeal
Joseph, Daniel	Response to 06 12 2026 Case Processing Order	e-Appeal
Karekezi, Etienne	Response to 06 12 2026 Case Processing Order	e-Appeal
Katz, Amy	Response to 06 12 2026 Case Processing Order	e-Appeal
Keel, Laura	Response to 06 12 2026 Case Processing Order	e-Appeal
Laimeche, Marlene	Response to 06 12 2026 Case Processing Order	e-Appeal
Lenz, Pamela	Response to 06 12 2026 Case Processing Order	e-Appeal
Lippman, John	Response to 06 12 2026 Case Processing Order	e-Appeal
Lundin, Lori	Response to 06 12 2026 Case Processing Order	e-Appeal
McLean, Robert	Response to 06 12 2026 Case Processing Order	e-Appeal
Mendelson, Beth	Response to 06 12 2026 Case Processing Order	e-Appeal
Muratovic, Ajdin	Response to 06 12 2026 Case Processing Order	e-Appeal

e-Appeal has handled service of the assembled pleading to MSPB and the following Parties.

Name & Address	Documents	Method of Service
Murray-McIntosh, Deirdre	Response to 06 12 2026 Case Processing Order	e-Appeal
Orcutt, Scott	Response to 06 12 2026 Case Processing Order	e-Appeal
Ortiz-Arroyo, Angel	Response to 06 12 2026 Case Processing Order	e-Appeal
Owen, Kevin	Response to 06 12 2026 Case Processing Order	e-Appeal
Phillips, Eric	Response to 06 12 2026 Case Processing Order	e-Appeal
Riyami, Khadija	Response to 06 12 2026 Case Processing Order	e-Appeal
Schubert, William	Response to 06 12 2026 Case Processing Order	e-Appeal
Shah, Cheyn	Response to 06 12 2026 Case Processing Order	e-Appeal
Snyder, Erik	Response to 06 12 2026 Case Processing Order	e-Appeal
Sreng, Leakhena	Response to 06 12 2026 Case Processing Order	e-Appeal
Swicord, Jeffrey	Response to 06 12 2026 Case Processing Order	e-Appeal
Tang, Sonny	Response to 06 12 2026 Case Processing Order	e-Appeal
Tesfagabir, Tewelde	Response to 06 12 2026 Case Processing Order	e-Appeal
Tyson, Adrienne	Response to 06 12 2026 Case Processing Order	e-Appeal
Weheliye, Abdirahaman	Response to 06 12 2026 Case Processing Order	e-Appeal
Williams, Candace	Response to 06 12 2026 Case Processing Order	e-Appeal

e-Appeal has handled service of the assembled pleading to MSPB and the following Parties.

Name & Address	Documents	Method of Service
Xhixho, Arben	Response to 06 12 2026 Case Processing Order	e-Appeal

I agree to send a printed copy of the electronic pleading with attachments to all parties by the end of next business day, as follows:

Name & Address	Documents	Method of Service
Ary, Haider U.S. mail address on file with MSPB e-Appeal available under current contact list.	Response to 06 12 2026 Case Processing Order	US Mail
Barron, Delondra U.S. mail address on file with MSPB e-Appeal available under current contact list.	Response to 06 12 2026 Case Processing Order	US Mail
Baydyuk, Zorislav U.S. mail address on file with MSPB e-Appeal available under current contact list.	Response to 06 12 2026 Case Processing Order	US Mail
Brody, Steven U.S. mail address on file with MSPB e-Appeal available under current contact list.	Response to 06 12 2026 Case Processing Order	US Mail
Desta, Dereje U.S. mail address on file with MSPB e-Appeal available under current contact list.	Response to 06 12 2026 Case Processing Order	US Mail
Gibbs, Nigel U.S. mail address on file with MSPB e-Appeal available under current contact list.	Response to 06 12 2026 Case Processing Order	US Mail
Gongadze, Myroslava U.S. mail address on file with MSPB e-	Response to 06 12 2026 Case Processing Order	US Mail

I agree to send a printed copy of the electronic pleading with attachments to all parties by the end of next business day, as follows:

Name & Address	Documents	Method of Service
Appeal available under current contact list.		

I agree to send a printed copy of the electronic pleading with attachments to all parties by the end of next business day, as follows:

Name & Address	Documents	Method of Service
Green, Richard U.S. mail address on file with MSPB e-Appeal available under current contact list.	Response to 06 12 2026 Case Processing Order	US Mail
Guedes, Anabela U.S. mail address on file with MSPB e-Appeal available under current contact list.	Response to 06 12 2026 Case Processing Order	US Mail
Htun, Moe Moe U.S. mail address on file with MSPB e-Appeal available under current contact list.	Response to 06 12 2026 Case Processing Order	US Mail
Maxwell, Heather U.S. mail address on file with MSPB e-Appeal available under current contact list.	Response to 06 12 2026 Case Processing Order	US Mail
Meads, Meredith U.S. mail address on file with MSPB e-Appeal available under current contact list.	Response to 06 12 2026 Case Processing Order	US Mail
Osmanzoi, Mohammad U.S. mail address on file with MSPB e-Appeal available under current contact list.	Response to 06 12 2026 Case Processing Order	US Mail
Roushanian, Karine U.S. mail address on file with MSPB e-Appeal available under current contact list.	Response to 06 12 2026 Case Processing Order	US Mail
Samsur, Gyaltsen U.S. mail address on file with MSPB e-Appeal available under current contact list.	Response to 06 12 2026 Case Processing Order	US Mail

I agree to send a printed copy of the electronic pleading with attachments to all parties by the end of next business day, as follows:

Name & Address	Documents	Method of Service
Sokol, Janice U.S. mail address on file with MSPB e-Appeal available under current contact list.	Response to 06 12 2026 Case Processing Order	US Mail
Tadic, Andrea U.S. mail address on file with MSPB e-Appeal available under current contact list.	Response to 06 12 2026 Case Processing Order	US Mail
Thomas, Sabina U.S. mail address on file with MSPB e-Appeal available under current contact list.	Response to 06 12 2026 Case Processing Order	US Mail
Walker, John U.S. mail address on file with MSPB e-Appeal available under current contact list.	Response to 06 12 2026 Case Processing Order	US Mail