

1 Field Solicitor

2 ()
3 Office of the Solicitor
4 Field Office

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7 **U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION**
8 **PHOENIX DISTRICT OFFICE**
9 **3300 N. CENTRAL AVENUE, SUITE 690**
10 **PHOENIX, AZ 85012**

11 -----, I,
12 Complainant,
13 v.
14 -----, SECRETARY
15 DEPARTMENT OF
16 Defendant.

EEOC :
Agency No. ()

RESOLUTION AGREEMENT

17
18 In accordance with the terms set forth herein below, the parties hereby agree to resolve
19 the above-captioned complaint of discrimination, as indicated below. By executing this
20 Resolution Agreement, the parties hereby agree to resolve all of the issues raised in the above
21 captioned case named ----- v. I -----, Secretary, U.S. Department of the
22 -----, EEOC No. -----, (hereinafter, the
23 Complainant) agrees to this settlement and compromise of her complaint of discrimination in the
24 above-captioned matter, including all claims of monetary reimbursement, and any other claims
25 for relief, whether referenced herein or not, whether known or unknown, and all other personnel
26 claims which have been filed or could have been filed by her against the U.S. Department of the
27 ----- or any of its -----s and Offices (hereinafter, the Agency) through the date of execution
28 of this Resolution Agreement.

1 The issues in the formal complaint (EEOC No. : () resolved
2 by this Resolution Agreement are specified in the acceptance letter from the U.S. Department of
3 the Office of the Secretary. In that letter, the Department restated your allegation, as
4 follows: Whether Complainant was discriminated against on the basis of physical disability
5 when on October 1, ' 5, the Agency reinstated the for all
6 t Branch team leaders, except her.

7 The parties mutually agree to the following terms and further agree that these terms
8 shall fully and forever resolve Complainant's allegations of discrimination against the Agency,
9 and that except as specified herein, no other promises, conditions or obligations are made
10 or imposed on the parties:

11 1. Complainant agrees to withdraw and dismiss, with prejudice, her complaint of
12 discrimination identified above, and all appeals to the EEOC or other administrative bodies,
13 any other allegations, complaints, grievances or other actions she has filed or could have filed
14 and agrees not to institute, file or otherwise initiate or cause to be instituted, filed or initiated
15 on her behalf, any complaint or other action, including civil court litigation against the
16 Agency, its bureaus, offices, agents or employees which has or could have been filed by her
17 through the date of execution of this Resolution Agreement. Complainant further agrees that
18 concurrent with the signing of this Resolution Agreement by all parties, this complaint will be
19 dismissed.

20 2. The complainant understands and agrees that she will receive no relief or other
21 consideration beyond that recited in this Resolution Agreement, and that her acceptance of this
22 shall be final and conclusive.

23 3. The Complainant shall bear her own costs including attorney's fees relating to this
24 matter, except as provided by the agreed upon terms set forth, below.

25 4. The Complainant will be responsible for all taxes, if any, that may be due as a result
26 of this Agreement.

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2 ACCORDINGLY, THE AGENCY AND COMPLAINANT AGREE:

3 1. That the Agency shall issue a settlement payment in the amount of \$1 ,000.00,
4 jointly payable to EEO 21 within 45 days of execution of this Resolution Agreement,
5 by both parties.

6 2. Complainant, upon signing of this Resolution Agreement by all parties, hereby
7 stipulates to the withdrawal of the formal EEOC Complaint No. :
8 Agency No. (, and further agrees not to raise these or any related issues in
9 any other venue.

10 3. Each party is financially responsible for their own costs and fees incurred as a
11 result of this case not covered by this Agreement. Complainant further agrees to hold
12 harmless the Agency for any fees or costs incurred as a result of this case or this
13 Agreement.

14 4. It is understood that this Agreement does not constitute an admission by the
15 Department or the (that there has been wrongdoing or a violation
16 of any law or regulations on the part of the Agency. It is further agreed by the parties
17 that nothing in this Agreement shall be deemed an admission of liability or lack of
18 merit to any claim made by any of its parties, liability being expressly denied, and that
19 this Agreement shall in no way be construed as a legal determination of any liability of
20 the parties.

21 5. The terms of this Agreement will not establish any precedent nor can it be used
22 as a basis to seek or justify similar terms in any subsequent cases brought by the
23 Complainant, representative organization or any non-parties.

24 6. This Agreement constitutes the complete understanding between the
25 Complainant and the Department. No other promises or agreements shall be binding
26 unless included in this Agreement as signed by both parties.

27 7. If the Complainant believes that the Agency has failed to comply with the terms
28 of this Settlement Agreement, she shall notify the Agency Equal Employment

1 Opportunity Officer, in writing, of such alleged non-compliance within 30 days of the
2 date of alleged noncompliance. The Complainant may request that the terms of the
3 Agreement be specifically implemented or alternatively, that her formal complaint be
4 reinstated for further processing from the point processing ceased. Further processing
5 shall be guided by the requirements of 29 C.F.R. §1614.504.

6 8. Complainant understands and recognizes that this Resolution Agreement shall
7 not constitute or be construed as any admission of liability or wrongdoing by the
8 Agency, but is used solely for the purpose of resolving disputed claims. Upon payment
9 of the amount set forth in this Resolution Agreement, Complainant waives and releases
10 the Agency in full from any claims or causes of action for back pay, damages, interest
11 or attorney's fees, which she raised or could have raised through the date of this
12 Resolution Agreement.

13 9. Parties agree to this Agreement and warrant that they have not assigned or
14 transferred any of the claims released herein to other persons, parties or entities.

15 10. This Resolution Agreement contains the complete understanding between the
16 parties. The parties have no other oral or written agreements or understandings, and
17 this agreement is entered into voluntarily, with full understanding of its terms, and in
18 consultation with the parties' legal representatives.

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Complainant _____ Date _____
U.S. Department of the _____

As to form: _____ Date 6/13/08
Chungsoo Lee
EEO 21
Representative for the Complainant

As to form: _____ Date _____
U.S. Department of _____
Attorney for the Agency