U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
PHOENIX DISTRICT OFFICE
3300 N. CENTRAL AVENUE, SUITE 690
PHOENIX, AZ 85012

Complainant,

v.

SECRETARY

DEPARTMENT OF

Defendant.

RESOLUTION AGREEMENT

In accordance with the terms set forth herein below, the parties hereby agree to resolve the above-captioned complaint of discrimination, as indicated below. By executing this Resolution Agreement, the parties hereby agree to resolve all of the issues raised in the above-captioned case named ___________ v. ___________. Secretary, U.S. Department of the _______________ EEOC No. ___________ (hereinafter, the Complainant) agrees to this settlement and compromise of her complaint of discrimination in the above-captioned matter, including all claims of monetary reimbursement, and any other claims for relief, whether referenced herein or not, whether known or unknown, and all other personnel claims which have been filed or could have been filed by her against the U.S. Department of the ____________ or any of its ____________, and Offices (hereinafter, the Agency) through the date of execution of this Resolution Agreement.
The issues in the formal complaint (EEOC No.: \( \ldots \)) resolved by this Resolution Agreement are specified in the acceptance letter from the U.S. Department of the Office of the Secretary. In that letter, the Department restated your allegation, as follows: Whether Complainant was discriminated against on the basis of physical disability when on October 1, 2023, the Agency reinstated the for all Branch team leaders, except her.

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

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

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

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

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

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ACCORDINGLY, THE AGENCY AND COMPLAINANT AGREE:

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

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

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

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

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

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

7. If the Complainant believes that the Agency has failed to comply with the terms of this Settlement Agreement, she shall notify the Agency Equal Employment
Opportunity Officer, in writing, of such alleged non-compliance within 30 days of the
date of alleged noncompliance. The Complainant may request that the terms of the
Agreement be specifically implemented or alternatively, that her formal complaint be
reinstated for further processing from the point processing ceased. Further processing
shall be guided by the requirements of 29 C.F.R. §1614.504.

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

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

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

Complainant

Date

U.S. Department of the

As to form: Chungsoo Lee
EEO 21
Representative for the Complainant

6/13/08

Date

As to form: Attorney for the Agency

Date