

## SETTLEMENT AGREEMENT

1. In exchange for the commitment between the (Agency Name), hereinafter referred to as the Agency, and (Complainant name), hereinafter referred to as the Complainant, collectively referred to as the Parties, the Parties hereby voluntarily enter into the following agreement in settlement of the Complainant's complaint regarding certain comments and actions of (Name of Responsible Management Official) made during the period of \_\_\_\_\_, 2005 through \_\_\_\_\_, 2006 (hereinafter referred to as the complaint) in which Complainant claimed discrimination against him/her, by the Agency, on the basis of (i.e., age, sex, religion, color, reprisal, disability, national origin, and/or race). (If there is an Agency case number and/or an EEOC case number assigned to this matter, you can identify it herein as "all issues included in Agency Case Number XX-1234.") The agreement revokes and replaces any and all previous agreements between the parties regarding this matter.

2. This Settlement Agreement represents the entire agreement between the Complainant and the Agency and resolves all of the issue(s) raised in Complainant's complaint. As the joint products of the Complainant and the Agency, the provisions of this settlement shall not be construed against any party on the grounds of sole authorship. Each of the Parties acknowledges that there is adequate consideration for each and all of the Agreement terms.

3. The Agreement terms are stated below.

A. The Complainant agrees to:

- i. \_\_\_\_\_; and
- ii. \_\_\_\_\_; and
- iii. comply with all other terms of this Agreement.

B. The Agency agrees to \_\_\_\_\_.

4. Neither party admits to any wrongdoing, fault or liability of any kind. This Agreement does not constitute an admission by the Agency of any violation of Federal, State or local statutes or regulations, or any Agency (or Department of Defense) rules or guidelines. By signing this Settlement Agreement the Agency does not admit that it engaged in any discrimination or reprisal against the Complainant or that it violated the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, as amended; the Age Discrimination in Employment Act, as amended; or the Equal Pay Act. Similarly, this Agreement does not mean that Complainant's allegations are without merit. Rather, the Agreement reflects the Parties' interest in resolving these allegations to the

satisfaction of both Parties. This Agreement does not constitute or reflect any judgment or determination by the Agency on the merits of the underlying charge, which gave rise to the complaint. Complainant may not allege in any possible future litigation that this matter was resolved because of any discrimination or wrongdoing on the part of the Agency.

5. The parties agree that this Agreement may be used as evidence in any subsequent proceedings regarding the issues in this matter in which the Complainant and/or Agency claims a breach of this Agreement. This Agreement will be enforceable in accordance with the enforcement procedures of the EEOC at 29 CFR Part 1614.

6. Acceptance of this Settlement constitutes full accord and satisfaction and resolution of any and all claims, demands, and/or causes of action, which the Complainant has or may have, arising from this complaint of discrimination. The signatures affixed below express mutual assent that the conditions of this Agreement provide equitable remedy to the subject case. Such assent also serves as the basis to terminate the processing of the subject case. By signing this Agreement the Complainant withdraws and dismisses with prejudice the above-mentioned complaint of discrimination and agrees to all terms of this Agreement. The Parties agree that the EEOC and/or any other applicable tribunal and/or forum will accept this Agreement for purposes of enforcement of this Agreement.

7. In consideration of the promises made by the Agency in this Agreement, Complainant agrees that this settlement completely resolves all issues and claims in the aforementioned complaint. Except as otherwise stated in this Agreement, the Complainant understands and agrees that by accepting this Settlement, he/she irrevocably waives the right to raise in any administrative, congressional, judicial or other forum, any of the factual circumstances which were the direct, indirect, or proximate cause and/or result of the actions which are at issue in this Complaint. The Complainant and the Agency enter into this Agreement with the mutual understanding that, upon fulfillment of its terms, the Agency, and its officers and employees will not be subject to any further liability or challenge in any forum, State, Federal, or other, because of personnel actions, decisions, policies or procedures involving the Complainant, relative to any or all of the aforementioned factual circumstances. The Complainant waives, releases and forever discharges the Agency, its employees, officers, representatives, or agents in their official and individual capacities, from any claims, demands, causes of action or liability relating to any and all issues and claims raised in Complainant's complaint. Complainant waives any other type of relief or any claim to back pay, attorney's fees and costs or other type of damages or compensation, except as specifically set forth herein. By the execution of this agreement, Complainant also withdraws all requests for counseling, complaints, grievances, charges or appeals he/she filed with any administrative agency, or any civil actions or appeals he/she has filed with any court, relating to or arising from his/her employment with the Agency prior to the effective date of this agreement. Complainant agrees that any and all potential complaints, grievances, or any and all other matters stemming from his/her employment with the Agency and arising prior to the effective date of this Agreement shall be covered and resolved by the terms of this Agreement.

Except for the purpose of enforcing this settlement, Complainant agrees to not appeal or challenge this Agreement after its execution.

8. The terms of this agreement will not establish any precedent or be used as a basis to seek or justify similar terms in any subsequent complaint. Neither the agreement, nor any terms(s) herein may be used as a basis, by any person(s) or representative organization(s), to seek and/or justify similar terms in any subsequent matter. This Settlement Agreement shall not be used, referred to, cited, or relied upon by any Party, for any reason, including comparison, in connection with any other proceeding in any forum, except as set forth in paragraph 5 and/or 18 herein.

9. By signing this Agreement, Complainant acknowledges that he/she has read and reviewed this Agreement and that he/she fully understands the terms of this agreement and voluntarily, knowingly and without any coercion, duress or undue influence, agrees to and accepts the terms herein. Complainant affirms his/her mental competence to enter into this agreement.

10. The Complainant is aware of the right to representation by an attorney, union representative, or other representative and is encouraged to have Complainant's representative review this agreement prior to signing. Both parties have had ample opportunity to seek counsel regarding this Agreement. By signing this Agreement, the Complainant certifies that he/she has had an opportunity to review this Agreement with a representative of his/her own choice. Complainant voluntarily elects not to be represented by an attorney, union representative, or other representative and voluntarily elects not to have such a representative review this agreement.

11. This Agreement will take effect on the date that the last signatory signs the agreement, or if the seven-day revocation period described in paragraph 16 herein is applicable, this agreement will take effect the date that the last signatory signs the agreement or the end of the seven-day revocation period, whichever is later.

12. This Agreement constitutes the complete understanding between the Complainant and the Agency regarding this matter. This is a fully integrated Agreement with no prior or contemporaneous, oral, written, express or implied agreements existing except as contained herein. No other promises or agreements shall be binding unless reduced to writing and signed by all Parties.

13. The Agency will not be liable for any costs to the Complainant associated with this complaint except as stated in this Agreement.

14. The Parties agree to keep the terms of this agreement confidential. For the purpose of this agreement, "confidential" means that the facts and issues of the underlying complaint and the existence and terms of this agreement shall not be disseminated, discussed, or commented upon to anyone not having a need to know in order to implement the terms of the agreement. This prohibition against disclosure includes, but is not limited to, former or present employees of the Agency not responsible for approval

or implementation of the agreement, members of the mass media, or other public interest group organizations. The Parties further agree that they will not authorize other persons to disclose the terms of this agreement or make a copy of this Agreement available to anyone not involved in the litigation or implementation of this agreement. The only exceptions to this non-disclosure provision are as follows: (i) the Complainant may disclose the terms of this agreement to his/her immediate family members, Certified Public Accountants; his/her legal representative; and governmental taxing authorities; and (ii) the Agency may disclose the terms and conditions of this Agreement to the named responsible management officials, and agency officials responsible for upholding the terms of this Agreement. If Complainant breaches this confidentiality clause, Complainant will return all awards, benefits, and/or relief obtained through this settlement and the Agency will have the option of reversing some or all of the relief granted to Complainant set forth herein, but Complainant shall not have the right to reinstate his/her complaint.

15. If a term or provision of this Agreement is later held to be invalid for any reason, the invalidity of such term or provision does not operate to render the remainder of the Agreement invalid. In such a case, the remainder of the Agreement will be read as if the invalid term or provision is nonexistent.

16. This paragraph is applicable only for cases that contain an issue of age discrimination. The Complainant waives all rights and claims under the Age Discrimination in Employment Act (ADEA) of 1967, as amended, as to the above referenced complaint(s). To ensure compliance with the requirements of the Older Workers Benefits Act (OWBPA, 29 U.S.C. Sec 626(f)), the Complainant, by signing this Agreement agrees that he/she:

- a. understands that this waiver is part of an Agreement between the Complainant and the Agency;
- b. has read and understood the Agreement, as written;
- c. intends to waive any and all rights or claims under the ADEA as to matters raised in the above-captioned complaint(s) as of the date of the execution of this Agreement;
- d. does not waive any rights or claims that may arise after the date that this Agreement has been executed;
- e. is waiving rights or claims in exchange for valuable consideration in addition to anything of value to which the Complainant is already entitled;
- f. acknowledges that he is hereby advised in writing to consult with an attorney before executing this Agreement;
- g. has been given twenty-one (21) days within which to consider this Agreement; and

- h. may revoke this Agreement within seven (7) calendar days after he/she signs this Agreement, and the Agreement shall not become effective or enforceable until after the revocation period has expired. In the event that the Complainant decides to revoke this Agreement, the terms of this Agreement shall not become effective and enforceable, and the Complainant will not be entitled to the consideration described above.

17. Complainant agrees to resolve any and all taxation issues, which may arise as a consequence of this Agreement, with the Internal Revenue Service or any other taxing authority or body. The Agency makes no representation as to what, if any, tax consequence(s) could arise from Complainant's acceptance of any payments specified herein. Complainant accepts all responsibility for any and all tax liabilities resulting from this Agreement or any tax consequence(s) relative to it.

18. Both Parties understand that if the Complainant believes that the Agency has failed to comply with any or all of the terms of this Agreement, the Complainant shall notify the Agency EEO Director at the address stated below, in writing of the alleged noncompliance with this agreement within 30 days of the date when the Complainant knew or should have known of the noncompliance. The Complainant may request that the term(s) of this agreement be specifically implemented, or the complaint be reinstated for further processing from the point processing ceased. If the Complainant requests that his/her complaint be reinstated, then the Complainant must return all of the monies and benefits conferred on him/her, as described above. Allegations of breach of the Agreement must be addressed to the following:

Headquarters  
Agency Name  
ATTN: \_\_\_\_\_  
Street Address  
Alexandria, VA. 22310-3241

If after 30 days of the Agency's receipt of the Complainant's written allegations of breach of the agreement, the Agency has not responded to the Complainant in writing, or if the Complainant is not satisfied with the Agency's attempt to resolve the matter, the Complainant may appeal to the Equal Employment Opportunity Commission (EEOC), Office of Federal Operations, P.O. Box 19848, Washington D.C., 20036, for a determination as to whether the Agency has complied with the terms of this Agreement. The Complainant may file such an appeal 35 calendar days or later after service of the allegation of noncompliance on the Agency but no later than 30 days after receipt of the Agency's written determination to the allegations.

19. The parties will fully cooperate and in good faith do what is reasonable and necessary to fulfill the intent of this Agreement. Complainant will cooperate with the Agency and provide all information necessary for the Agency to implement this Agreement. The parties will prepare and execute any documents and take other action as may be required to accomplish the provisions of this Agreement.

\_\_\_\_\_  
Name of Complainant, Complainant

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Name of Complainant's representative)  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Name of Mgmt Official),  
Title  
Name of Agency

\_\_\_\_\_  
Date