

This document was downloaded from the internet and is presumably an actual Settlement Agreement between an EEOC Complainant and the USDA, (since the word "Agriculture" is the most likely possibility for the U.S. Department that was redacted). The branch of USDA that best fits the second redacted area is "Agricultural Research Service" ("ARS").

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement"), made by and between ("Complainant"), and the United States Department of (the "Agency"), Service (" ") constitutes a full, complete, voluntary final release and global resolution of any and all alleged employment discrimination concerns raised by Complainant in her formal complaint to the U.S. Equal Employment Opportunity Commission ("EEOC") (EEOC Case No. , Agency Case No. , Appeal Docket No.), and any other formal or informal complaints of discrimination and/or retaliation, and any other grievances, appeals, civil actions, claims, or complaints, formal or informal, pending with the Agency, the EEOC, Office of Special Counsel, Federal Labor Relations Authority, U.S. Merit Systems Protection Board, Office of Personnel Management, Government Accountability Office, or any other federal agency, administrative tribunal or court concerning matters arising out of or regarding Complainant's employment with the Agency through the date that the last person listed below signs and dates the Agreement (the "Effective Date" of the Agreement). There are no other terms, written or oral, that are not included in the text of this Agreement.

The parties agree that resolution of this matter is in their mutual best interests and have agreed to set forth the terms of the Agreement in writing. The Agreement is not an admission or concession by either Complainant or the Agency that discrimination or retaliation occurred, or that either party's perceptions of the facts were correct or not. The Agreement is authorized under 29 C.F.R. Part 1614 and the EEOC's Management Directive 110.

1. In consideration of Complainant's Agreement to the terms of this Agreement, the Agency, therefore, agrees to do as follows:
 - a. Within forty five (45) days after the Agency receives this Settlement Agreement unaltered, signed, and dated by Complainant, the Agency forward a check ("the settlement check") payable to Complainant in the amount of Hundred and Thousand Dollars (\$,000.00) to Complainant's residence at the following address:

Please note that my settlement award was not nearly as "generous" as this one seems to be...

Plus, I lost my job immediately, despite no wrongdoing on my part, whereas my (law-breaking) supervisor was allowed to retain his job.

Drive

The Agency makes no representations regarding any federal, state, or local tax liability which may be incurred by Complainant as a result of this payment. Taxes will not be taken from the amount being paid to Complainant, but the Agency will report this amount to the Internal Revenue Service ("IRS"). Any disputes over taxes are between the IRS and the Complainant, and not the Agency.

This paragraph states that the Agency will report the settlement income to the IRS.

2. In return for the above valuable consideration, Complainant agrees that upon receipt of a copy of this Agreement signed by all parties listed below:

- a. To consider the Agreement to be a global resolution of all formal and informal complaints of employment discrimination and retaliation, and hereby withdraws with prejudice her formal complaint to the EEOC (EEOC Case No. _____, Agency Case No. _____, Appeal Docket No. _____), and any other informal complaints of discrimination and/or retaliation, grievances, appeals, civil actions, claims, or complaints with the Agency, EEOC, Office of Special Counsel, Federal Labor Relations Authority, Merit Systems Protection Board, Office of Personnel Management, Government Accountability Office, or any other federal agency, administrative tribunal, or court concerning matters arising out of or relating to Complainant's employment with the Agency through the Effective Date of the Agreement;
- b. To not raise or file any new grievances, appeals, civil actions, claims, or complaints of any nature with the Agency, EEOC, Office of Special Counsel, Federal Labor Relations Authority, Merit Systems Protection Board, Office of Personnel Management, Government Accountability Office or any other federal agency, administrative tribunal or court, including federal district court, relating to any aspect of her employment with the Agency and/or any actions by the Agency up to and including the Effective Date of the Agreement;
- c. To voluntarily release, waive and forever discharge the Agency, its employees, representatives and agents, both present and former, in both their official and individual capacities, from any and all claims, demands, causes of action or appeals relating to the events which gave rise to any formal or informal complaints of employment discrimination and/or retaliation, or any other claim or alleged claim of employment discrimination and/or retaliation against the Agency arising up to and including the Effective Date of the Agreement. This release includes without limitation a release of any right to appellate, administrative, judicial, congressional or any other kind of relief, or of any claim to any form of compensation as to allegations of employment discrimination and/or retaliation against the Agency arising up to and including the Effective Date of the Agreement, except as found in the Agreement. Complainant agrees that the Agreement is a full compromise and settlement of all concerns related to the subject matter of this complaint;
- d. To waive any and all claims for attorney's fees, and further claims for pecuniary, non-pecuniary and/or compensatory damages, or any other relief, other than the monetary amount specified in paragraph 1a, based upon allegations raised in her formal complaint to the EEOC (EEOC Case No. _____, Agency Case No. _____, Appeal Docket No. _____), or any other claim or

alleged claim of employment discrimination and/or retaliation, formal or informal, against the Agency arising up to and including the Effective Date of the Agreement;

- e. To refrain from applying for, or otherwise seeking or accepting permanent, contractual, temporary, seasonal, consultant, full-time or part-time employment with [redacted], and its agencies (to include but not limited to [redacted]) for ten (10) years from the effective date of this Agreement. If in breach of this Agreement, Complainant should become re-employed by the Agency, in any fashion, and its agencies are authorized to immediately terminate Complainant without due process. In the event of such breach, Complainant waives future appeal or grievance rights of any kind, with the exception of future EEO rights;
- f. To knowingly and voluntarily waive her rights under the Age Discrimination in Employment Act (ADEA) that have or could have been asserted up to and including the Effective Date of this Agreement. Under the ADEA and the Older Worker's Benefit Protection Act (OWBPA), Public Law 101-43, Complainant has the right to consult and confer with legal counsel or otherwise consider the terms of this Agreement for twenty-one (21) days before they take effect. Should Complainant choose to sign this Agreement the prior to the expiration of the twenty-one (21) days she expressly, voluntarily, and knowingly waives these rights and the consideration period. Complainant has been advised by the Agency that she should consult with an attorney. Complainant acknowledges that the negotiations for reaching an Agreement began on [redacted], when Complainant made her settlement demand and Complainant's rights under the ADEA expired on [redacted]. The parties agree that any changes in the Agreement did not and do not restart these time periods;
- g. That Complainant has seven (7) calendar days from the date of her signature on this Agreement to rescind this Agreement. If the Complainant desires to rescind this Agreement she must first notify the Agency's Representative, in writing, of her decision no later than seven (7) days following Complainant's execution of this Agreement. Said notice rescinding the Agreement must be postmarked no later than the seventh (7th) day following the date of Complainant's signature and must be both mailed and faxed to: [redacted], Agency Representative, [redacted] Ave., SW, Room [redacted], Washington, DC [redacted], FAX number [redacted]. If Complainant rescinds the Agreement within seven (7) days after the date of her signature, all terms are null and void. The Agency also has until seven (7) days after the date of Complainant's signature to rescind this Agreement. Should the Agency decide to rescind the Agreement, it shall do so in writing to Complainant; and,

Page 4 (of 5) was missing when I downloaded this from the web.

Effective Date of the Agreement, resolved. There are no other Agreements between the parties, either express or implied, oral or written;

- f. That if Complainant believes that the Agency has failed to comply with the terms of this Settlement Agreement, Complainant shall provide written notice of the alleged noncompliance to the Director, Office of Adjudication and Compliance, U.S. Department of _____ V _____ g, Washington, D.C. _____, within thirty (30) days of the date on which Complainant knew or should have known of the alleged noncompliance. Compliance issues shall be governed by the applicable EEOC regulations; and,
- g. That they are entering into the Agreement voluntarily, without coercion or duress, and that they fully understand the terms of the Agreement.
- h. That if the aforementioned settlement check is not delivered to Complainant as specified in paragraph 1a of this Agreement within fifty (50) days after the Agency receives this unaltered Settlement Agreement signed and dated by Complainant, Complainant may file a breach claim as set forth in paragraph 3f of this Agreement and applicable EEOC regulations.

* * *

In acceptance of, and Agreement upon, the foregoing terms and conditions, the parties hereby affix their signatures.

Complainant

Date

Resolving Official
Deputy Administrator

Date

Agency Representative

Date