

SETTLEMENT AGREEMENT [Alamo]

CHARGE NUMBER: XXX-2008-01298C

CHARGING PARTY: _____

RESPONDENT: _____

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION [EEOC]

1. In exchange for the promises made by Respondent pursuant to the resolution of charge number **(XXX-2008-01298C)** Charging Party agrees not to institute a lawsuit under **(TITLE VII)** using this charge as a basis.
2. Further, the Charging Party and Respondent agree that submission of this agreement to the EEOC will constitute a request for closure of EEOC's charge number **(XXX-2008-01298C)** and the dually filed charge under the Oklahoma Human Rights Act.
3. It is understood that this agreement does not constitute an admission by Respondent of any violation of **(TITLE VII)**.
4. Respondent agrees that there shall be no discrimination or retaliation of any kind against any person because of opposition to any practice alleged to be unlawful under **(TITLE VII)** as a result of filing this charge, or for giving testimony, assistance, or participating in an investigation, proceeding, or a hearing under the aforementioned Act(s).
5. This document constitutes a final and complete statement of the agreement between the parties with respect to charge number **(XXX-2008-01298C)**. _
6. The parties agree that EEOC is authorized to investigate compliance with this agreement, and this agreement may be specifically enforced in court by EEOC, or the parties, and may be used as evidence in a subsequent proceeding in which a breach of this agreement is alleged.
7. The Charging Party and Respondent have agreed to establish a separate agreement which will contain waivers and/or other provisions to which EEOC cannot be a party. The final processing of this settlement/withdrawal will not occur until EEOC is notified of the completion of the separate agreement. Should the parties fail to reach this separate agreement, this settlement/withdrawal will be declared null and void.
8. To resolve EEOC charge number **(XXX-2008-01298C)**, Respondent offers, and Charging Party accepts, the following proposal of settlement: _

RESPONDENT NAME/TITLE

DATE

CHARGING PARTY

DATE

In reliance on the promises made in paragraphs 1 through 7 in this agreement, EEOC agrees to terminate its investigation and not to use the above referenced charges as a jurisdictional basis for civil actions under **(TITLE VII)**. EEOC does not waive, or in any manner limit, its right to investigate or seek relief in any other charge, including, but not limited to, a charge filed by a member of the Commission against the Respondent or a Directed Investigation initiated by the District Director.

On behalf of the Commission:

(Name: _____)
(ADR COORDINATOR)

DATE