

SETTLEMENT AGREEMENT BETWEEN
THE UNITED STATES DEPARTMENT OF JUSTICE, JAFFAR GOLKHAJEH,
AND THE INDIANA DEPARTMENT OF TRANSPORTATION

1. The parties to this Agreement are the United States Department of Justice, the Indiana Department of Transportation, and Jaffar Golkhajej. The United States Department of Justice is referred to hereinafter as the "Department." The Indiana Department of Transportation, its agents, employees, officials, designees, and successors in interest, are referred to hereinafter as "INDOT." Jaffar Golkhajej is referred to hereinafter as "Mr. Golkhajej." The Equal Employment Opportunity Commission is referred to hereinafter as the "EEOC." Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, *et seq.*, is referred to hereinafter as "Title VII." As used in this Agreement, the term "effective date of this Agreement" is the date of the latest signature below.

The parties hereby agree as follows:

FACTUAL AND JURISDICTIONAL BACKGROUND

2. This matter arises from EEOC charge number 240A10467 filed by Mr. Golkhajej on or about November 30, 2000, with the Indianapolis district office of the EEOC. On or about October 10, 2001, the EEOC issued a determination on charge number 240A10467 that reasonable cause existed to believe that INDOT had discriminated in employment against Mr. Golkhajej on the basis of his national origin (Iranian) in violation of Title VII, 42 U.S.C. § 2000e-2(a)(1). After conciliation was unsuccessful, the EEOC referred the charge to the Department pursuant to §706(f)(1) of Title VII, 42 U.S.C. § 2000e-5(f)(1).

3. Title VII applies to INDOT because it is a person within the meaning of 42 U.S.C. § 2000e(a) and an employer within the meaning of 42 U.S.C. § 2000e(b).

4. The Department has authority to file suit on EEOC charge number 240A10467 under Title VII, 42 U.S.C. § 2000e-5(f)(1).

5. This Agreement, in whole or in part, shall not be construed as an admission by INDOT of liability nor as an acceptance by the Department of any argument that INDOT has previously made or may subsequently make as to the substance of the allegations in EEOC charge number 240A10467.

6. The parties have determined that their respective interests can be met without engaging in protracted litigation to resolve this dispute and have, therefore, voluntarily entered into this Agreement.

OFFER BY INDOT AND ACCEPTANCE BY MR. GOLKHAJEH

7. INDOT offers Mr. Golkhajej \$15,000.00, to be paid not later than 30 days after the date of the final signature affixed to this Agreement.
8. INDOT acknowledges that it is a violation of Title VII for an employer to discriminate against any employee or applicant for employment (including Mr. Golkhajej) because he has opposed a practice made unlawful by Title VII, or because he has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under Title VII.
9. By his signature to this Agreement and his execution of the "Release of All Claims," attached as Exhibit A hereto, Mr. Golkhajej is accepting the above-described offer by INDOT.
10. INDOT will notify the undersigned counsel for the United States when it has completed the actions described in paragraph 7.

OTHER PROVISIONS

11. The Attorney General of the United States is authorized, pursuant to § 706(f)(1) of Title VII, 42 U.S.C. § 2000e-5(f)(1), to institute a civil action against a state government employer when the EEOC has determined that there is reasonable cause to believe, based on a charge of employment discrimination, that a violation of Title VII has occurred and the EEOC has been unable to secure an acceptable conciliation agreement. These preconditions exist with respect to EEOC charge number 240A10467 filed by Mr. Golkhajej. In consideration for the measures agreed to be taken by INDOT in this Agreement, including offering the relief to Mr. Golkhajej set forth in this Agreement, the Attorney General will not institute any civil action alleging employment discrimination by INDOT on the basis of EEOC charge number 240A10467 filed by Mr. Golkhajej.
12. Nothing in this Agreement precludes the Attorney General from bringing any action under any statute or regulation against INDOT under factual circumstances other than those of EEOC charge number 240A10467.
13. Within sixty (60) days after the effective date of this Agreement, the Department will issue to Mr. Golkhajej a notice of right to sue on EEOC charge number 240A10467 pursuant to § 706(f)(1) of Title VII, 42 U.S.C. § 2000e-5(f)(1). However, by his signature to this Agreement and the Release of All Claims, attached as Exhibit A hereto and incorporated herein, Mr. Golkhajej agrees not to file a lawsuit on EEOC charge number 240A10467.
14. The Department, in the name of the United States, may institute a civil action in the appropriate United States District Court to enforce this Agreement, if it believes that this Agreement or any requirement thereof has been violated. The Department may review compliance with this Agreement at any time. If the Department believes that this Agreement, or any portion of it, has been violated, it will raise its concern(s) with INDOT, and the parties will attempt to resolve the concern(s) in good faith. INDOT will be given fourteen (14) days to cure

any alleged breach of this Agreement, after the alleged breach has been brought to its attention, prior to the institution of any enforcement action.

15. A signatory to this document in a representative capacity for either party represents that he or she is authorized to bind that party to this Agreement.

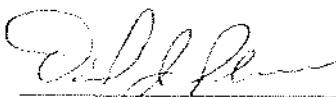
16. Failure by the Department to enforce this entire Agreement, or any provision thereof, shall not be construed as a waiver of its right to do so with regard to other provisions of this Agreement.

17. The parties to this Agreement agree that this Agreement is a public document and INDOT and Mr. Golkhajeh waive any and all claims under Title VII and any other law that the Agreement or any part of the Agreement is confidential. The parties further agree that this Agreement constitutes the entire agreement between the parties on the matters raised herein. No other statement, promise, or agreement, either written or oral, made by either party or agents of either party, that is not contained or referenced in this written Agreement, shall be enforceable. Copies of this Agreement shall be made available to any person by the Department upon request. INDOT and Mr. Golkhajeh agree that either party or the Department of Justice shall be permitted to post this Agreement on their respective websites, issue press releases regarding this Agreement and make the Agreement public in any other lawful manner.

Agreed and Consented To:

For the United States Department of Justice


R. ALEXANDER ACOSTA
Assistant Attorney General
For Civil Rights




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Employment Litigation Section
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Dated: 7/30/04

For the Indiana Department of Transportation



ANNE M. O'CONNOR
Chief Legal Counsel
Indiana Department of Transportation
100 North Senate Avenue, Room N755
Indianapolis, IN 46204-2249



J. Bryan Nicol
Commissioner
Indiana Department of Transportation

Dated: 7/19/04



JAFFAR GOLKHAJEH
1813 Red Oak Drive
Franklin, IN 46131

Dated: 7/15/04

EXHIBIT A

RELEASE OF ALL CLAIMS

For and in consideration of the acceptance of the relief, or any part of it, offered to me by the Indiana Department of Transportation ("INDOT") pursuant to the provisions of the Settlement Agreement between the United States Department of Justice, INDOT and myself, I, Jaffar Golkhajeh, hereby release and forever discharge INDOT, its current and future officials, employees and agents, of and from all legal and equitable claims arising out of and connected with Equal Employment Opportunity Commission ("EEOC") charge number 240A10467 filed by me. I further agree that I will not exercise any right to institute against INDOT any civil action alleging employment discrimination on the basis of EEOC charge number 240A10467 or any of the facts alleged therein.

I understand that the relief to be given to me in consideration for this Release does not constitute an admission by INDOT of the validity of any claim raised by me or on my behalf.

This Release and the referenced Settlement Agreement constitute the entire agreement between INDOT and myself, without exception or exclusion.


I HAVE READ THIS RELEASE AND UNDERSTAND THE CONTENTS THEREOF AND I EXECUTE THIS RELEASE OF MY OWN FREE ACT AND DEED.

Date: 7/15/04


Jaffar Golkhajeh

Social Security Number 448-70-6457

Subscribed and sworn to before me this 15th day of July, 2004.


Notary Public

My commission expires: 5-12-07