

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE is made and entered into by and among Hoover Inc., 7005 Cochran Road, Glenwillow, Ohio 44139 ("Respondent"), [REDACTED] ("Charging Party"), and the United States Department of Justice, Civil Rights Division, Office of Special Counsel for Immigration-Related Unfair Employment Practices ("Office of Special Counsel").

WHEREAS, on February 2, 2010, the Office of Special Counsel received a charge filed by the Charging Party, [REDACTED] against Respondent alleging document abuse in violation of the unfair immigration-related employment practices provisions of 8 U.S.C. § 1324b;

WHEREAS, the Office of Special Counsel, the Charging Party, and Respondent desire to settle fully and finally all claims arising from or in any way related to the aforementioned charge.

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, it is agreed as follows:

1. To fully and finally resolve all disputes among the parties hereto as of the date of this Agreement, Respondent agrees to pay to the United States Treasury the amount of ten-thousand two-hundred dollars. (\$10,200.00) in civil penalties.
2. The monies discussed in paragraph 1 shall be paid by check payable to the "United States Treasury," c/o Mac McConkey, and mailed by overnight delivery service, along with a copy of the fully signed settlement agreement, to the following address, within 30 days of Respondent's receipt of a fully signed copy of this Agreement:

Mac McConkey, Budget Officer
U.S. Department of Justice
Civil Rights Division
1425 New York Avenue, Room 5050
Washington, D.C. 20005

On the same day the check is mailed, an e-mail will be sent to Linda Andrews at Linda.W.Andrews@usdoj.gov providing her with the overnight delivery service tracking number for this mailing.

3. The Charging Party has been provided full back pay and job reinstatement as part of the parties' voluntary resolution of Equal Employment Opportunity Commission ("EEOC") charge number 453-2010-00459, alleging national origin discrimination ("EEOC Charge"). See Attachment E hereto.
4. Respondent agrees that it will treat all individuals equally, without regard to citizenship or immigration status, or national origin, during the employment eligibility verification and reverification process, in: (a) honoring documentation that on its face reasonably appears to be genuine, relates to the person, and satisfies the requirements of 8 U.S.C. § 1324a(b); (b)

not requesting more or different documents than are required by law; and (c) not re-verify permanent residents.

5. Respondent will publish on its website, for its El Paso, Texas location only, a statement that it will treat all work authorized individuals equally, without regard to citizenship or immigration status, or national origin, during the employment eligibility verification and reverification process.
6. Respondent agrees that it will not discriminate or retaliate against the Charging Party or any other person for his or her participation in this matter.
7. Respondent agrees to post a copy of the attached Notice provided by the United States Department of Justice (Attachment A) at its El Paso, Texas location in all places where notices to employees and job applicants are normally posted. The Notice will be posted within 30 days from the date that Respondent receives a fully signed copy of this Agreement and will remain posted for one year thereafter.
8. Respondent agrees to distribute a copy of the attached Handbook for Employers (Attachment B), and Form I-9 (Attachment C), to all managers and employees at its El Paso, Texas location who have any role in completing the Department of Homeland Security (DHS) Employment Eligibility Verification Form I-9, or who instruct employees or prospective employees on the proper completion of the form.
9. Three months after receipt of a fully signed copy of this Agreement, Respondent shall provide the Office of Special Counsel its completed I-9 forms, from its El Paso, Texas location only, and shall continue to do so every three months for a period of one year.
10. One hundred and fifty days and 300 days after this Agreement is fully signed, Respondent shall provide the Office of Special Counsel copies of all complaints of document abuse, citizenship status discrimination, national origin discrimination, and/or retaliation made against its El Paso, Texas location in the preceding six months, as well as written findings of the results of any investigation and remedial actions proposed and/or taken.
11. Within 60 days of receipt of a fully signed copy of this Agreement, Respondent will educate the personnel at its El Paso, Texas location concerning their responsibilities under 8 U.S.C. § 1324b. All owners, managers and employees at its El Paso, Texas location who are responsible for formulating and/or carrying out Respondent's employment eligibility verification policies, including all managers and employees who have any role in completing the Form I-9, and/or who instruct employees or prospective employees on the proper completion of the Form I-9, will attend such training, and will view an educational videotape regarding 8 U.S.C. § 1324b to comply with this training requirement. The videotape will be provided by the Office of Special Counsel.
12. Individuals who attend the training session and view the videotape shall complete Attachment D as evidence of Respondent's compliance with the preceding paragraph. The original of Attachment D, including signatures, will be mailed to the Office of Special

Counsel by registered or certified mail, return receipt requested, within ten days of the training session.

13. The Charging Party has agreed to withdraw with prejudice the charge filed against Respondent on February 2, 2010, with the Office of Special Counsel. The Office of Special Counsel will dismiss this charge upon the satisfaction of paragraphs 1 through 4 of this Agreement.
14. This Agreement may be enforced in the United States District Court for the Western District of Texas.
15. This Agreement does not affect the right of any individual (other than the Charging Party as set forth above in paragraph 12) to file a charge alleging an unfair immigration related employment practice against Respondent with the Office of Special Counsel or the right of the Office of Special Counsel to investigate or file a complaint on behalf of any such individual.
16. The Office of Special Counsel and Respondent agree, in the event the Charging Party does not sign this Agreement, to be bound by the terms of this Agreement, except for paragraphs 2 and 4, and that the failure to obtain the Charging Party's signature does not affect the validity of this Agreement. If the Charging Party fails to sign this Agreement, the Office of Special Counsel agrees that it will nonetheless close the investigation of the Charging Party's charge in accordance with the terms of this Agreement, after Respondent complies with paragraphs 1 and 3.
17. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement. Respondent, the Office of Special Counsel and the Charging Party agree that they will not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement is invalid.
18. This Agreement is neither an admission by Respondent of any act in violation of 8 U.S.C. § 1324b nor an admission by the United States of the merits of any of Respondent's defenses.
19. The Office of Special Counsel, Respondent, and the Charging Party agree to bear their own costs, attorneys' fees and other expenses incurred in this action.
20. This Agreement may be executed in multiple counterparts, each of which together shall be considered an original but all of which shall constitute one agreement. The parties agree to be bound by facsimile signatures.

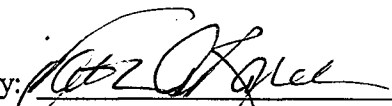
Dated: 11/8/10

Respondent

By: 
Hoover, Inc

Dated: 11.10.10

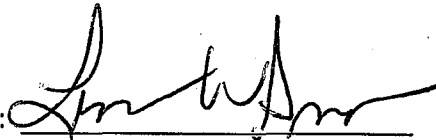
U.S. Department of Justice

By: 
Katherine A. Baldwin
Deputy Special Counsel

Dated: 11/10/10

By: 
Elizabeth I. Hack
Special Litigation Counsel

Dated: _____

By: 
Linda White Andrews
Senior Trial Attorney
Civil Rights Division
Office of Special Counsel for
Immigration-Related Unfair
Employment Practices
950 Pennsylvania Avenue, NW
Washington, DC 20530

Attachments