

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”) is made and entered into by and among Ross Stores, Inc., (“Respondent”), ██████████ (“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 August 11, 2011, the Office of Special Counsel received an Equal Employment Opportunity Commission charge referral for the Charging Party against Respondent DJ# 197-12-198 (the “OSC Charge”) alleging unfair documentary practices in violation of the unfair immigration-related employment practices provisions of 8 U.S.C. § 1324b (the “Act”).

WHEREAS, the Office of Special Counsel concluded based upon its investigation of the OSC Charge that there is reasonable cause to believe that Respondent committed unfair documentary practices in violation of the Act against the Charging Party and other non-U.S. citizens during the period 2007 to 2011.

WHEREAS, all parties agree that this agreement shall not be construed as an admission by Respondent of any liability or acts of wrongdoing or discrimination, nor shall it be considered to be evidence of such liability, wrongdoing, or discrimination.

WHEREAS, the Office of Special Counsel, Respondent and the Charging Party wish to resolve the OSC Charge without further delay or expense and hereby acknowledge that they are voluntarily entering into this Agreement.

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

1. Respondent agrees to pay a civil penalty to the United States Treasury in the amount of ten thousand, eight hundred and twenty-five dollars (\$10,825.00).
2. The monies discussed in paragraph 1 shall be paid by check payable to the “United States Treasury” and mailed by express delivery service, along with a copy of the fully signed Agreement, to the following address, within ten (10) business days of Respondent’s receipt of a fully signed copy of this Agreement:

Kendra Keith
U.S. Department of Justice
Civil Rights Division
600 E Street, NW
Room 3307
Washington, DC 20004

On the same day a copy of such check and the express delivery service tracking number for this mailing shall be sent to Joann Sazama at joann.sazama@usdoj.gov.

3. Respondent agrees to pay the Charging Party six thousand, three-hundred and eighty four dollars (\$6,384.00), which includes back pay principal (\$6,336.00) and accumulated interest on back pay, less any required tax withholdings under applicable law.
4. The monies discussed in paragraph 3 shall be paid by check payable to the Charging Party and mailed, via express delivery service, to the following address, within fourteen (14) business days from the date Respondent receives a fully signed copy of this Agreement, and an executed Form W-4:



On the same day a copy of such check and the express delivery service tracking number for this mailing shall be sent to Joann Sazama at joann.sazama@usdoj.gov.

5. Respondent agrees to follow the applicable instructions contained in IRS Publication 957 and credit the Charging Party's back pay award to the calendar quarters of the years when the back wages would have been earned.
6. The Charging Party shall be reinstated as a part-time Retail Associate position at Ross Dress for Less, [REDACTED], at \$8.00 per hour, or the prevailing hourly wage for the position, whichever is higher.
7. Respondent agrees that it shall not discriminate on the basis of citizenship status or national origin in violation of 8 U.S.C. § 1324b.
8. Respondent agrees that it will treat all individuals equally, without regard to citizenship or immigration status, or national origin, during the hiring, firing, and employment eligibility verification and reverification process. Respondent shall avoid discrimination in the employment eligibility verification and reverification process by (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) permitting all employees to present any document or combination of documents acceptable by law.
9. Respondent agrees that it will not intimidate, threaten, coerce, or retaliate against the Charging Party or any other person for his or her participation in this matter or the exercise of any right or privilege secured by 8 U.S.C. § 1324b.
10. Beginning not more than sixty (60) days from the date that Respondent receives a fully signed copy of this Agreement, Respondent's San Ysidro, California location will provide with all its employment applications, which are electronic-based, a mandatory electronic link to the English and Spanish versions of the OSC Poster and Respondent will continue to do so for one (1) year thereafter.

11. For eighteen (18) months from the effective date of this Agreement, Respondent's San Ysidro, California location agrees to ensure that all individuals who are responsible for formulating, carrying out, and/or conducting training on Respondent's hiring, firing, equal employment, and employment eligibility verification policies, including all managers and employees who have any role making employment eligibility decisions, such as completing the Form I-9 and/or using the E-Verify system ("Store Management"), are in possession of the most current version of the Form I-9, USCIS Employment Eligibility Verification Handbook for Employers (M-274) ("Handbook"), available at www.uscis.gov/I-9Central, and the most current USCIS E-Verify Manual (M-775) ("Manual"), available at www.uscis.gov/USCIS/Verification/E-Verify/E-Verify_Native_Documents/manual-employer_comp.pdf. Copies of these documents and future revisions of the Form I-9, Handbook, and Manual can be obtained from the United States Citizenship and Immigration Services at www.uscis.gov.

12. Within sixty (60) days of receipt of a fully signed copy of this Agreement, Respondent's San Ysidro, California location will review its employment policies as they relate to nondiscrimination on the basis of citizenship status and national origin and shall, as necessary, revise such policies to:
 - (a) Prohibit (1) the requesting of employment eligibility verification documents from any individual prior to making an offer of employment; (2) discrimination on the basis of citizenship status or national origin in the hiring and firing process; and (3) disparate treatment of individuals, on the basis of citizenship status or national origin, during the Form I-9 employment eligibility verification and re-verification process;

 - (b) Refer applicants and employees who complain of discrimination in the hiring, firing, or Form I-9 employment eligibility verification and re-verification process immediately to the Office of Special Counsel by directing the affected individual to the OSC Poster, the Worker Hotline and website of the Office of Special Counsel, and advise the affected individual of his or her right to file a charge of discrimination with the Office of Special Counsel.

 - (c) Provide that Respondent shall not take any reprisal action against an employee for having opposed any employment practice made unlawful by 8 U.S.C. § 1324b, or for filing any charge, or participating in any lawful manner in any investigation or action under 8 U.S.C. § 1324b.

During the 18 months (18) following the effective date of this Agreement on which all parties have signed the agreement (the "Reporting Period"), Respondent's San Ysidro, California location shall provide any changes in employment policies as they relate to nondiscrimination on the basis of citizenship status and national origin to the Office of Special Counsel for review within sixty (60) days of the effective date of such revised policies.

13. Within ninety (90) days of receipt of a fully signed copy of this Agreement, the Office of Special Counsel shall provide all Store Management at its San Ysidro, California location, with training on their responsibilities to comply with 8 U.S.C. § 1324b, the appropriate use of E-Verify, and the employment eligibility verification and reverification process as it relates to discrimination on the basis of citizenship status or national origin. Ross agrees to advise its Human Resources Personnel nationwide of the availability of participating in the Office of Special Counsel’s webinar.
 - (a) The training will consist of viewing a remote webinar presentation. A recording of the webinar shall be provided by the Office of Special Counsel.
 - (b) All employees will be paid their normal rate of pay, and the training will occur during their normally scheduled workdays and work hours. Respondent shall bear all costs associated with these training sessions;
 - (c) For a period of eighteen months (18) from the effective date of this Agreement, all new Store Management hired by Respondent at the San Ysidro, California location after the training described in this paragraph has been conducted shall receive this training within fifteen (15) days of hire.
 - (d) Individuals who comply with the training as described in this paragraph shall complete Attachment A, including signatures, as evidence of such compliance. The original of Attachment A, including signatures, will be mailed to the attention of Joann Sazama at the Office of Special Counsel by registered or certified mail, return receipt requested, or via email to joann.sazama@usdoj.gov, within ten (10) days of the training session.
14. During the Reporting Period, the Office of Special Counsel reserves the right to make reasonable inquiries to Respondent necessary to determine Respondent’s compliance with this Agreement. As a part of such review, the Office of Special Counsel may require written reports concerning compliance, inspect Respondent's premises, examine witnesses, and examine and copy Respondent's documents at the expense of the Office of Special Counsel. The Office of Special Counsel will notify Respondent’s Director of Employment Law of any inquiries under this Paragraph.
15. Upon request during the Reporting Period, Respondent’s San Ysidro, California location shall provide the Office of Special Counsel with copies of the completed Forms I-9, including attachments for the period requested. Respondent shall provide the documents in electronic form unless requested otherwise.
16. If the Office of Special Counsel has reason to believe that Respondent is in violation of any provision of this Agreement, the Office of Special Counsel shall promptly notify Respondent of the purported violation. Respondent will then be given a thirty (30) day period from the date it is notified by the Office of Special Counsel in which to cure the

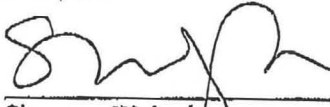
violation before Respondent is deemed by the Office of Special Counsel to be in violation of this Agreement.

17. Notwithstanding paragraph 16, this Agreement does not affect the right of any individual (other than the Charging Party as set forth below in paragraph 19) to file a charge alleging an unfair immigration related employment practice against Respondent with the Office of Special Counsel, the authority of the Office of Special Counsel to investigate or file a complaint on behalf of any such individual, or the authority of the Office of Special Counsel to conduct an independent investigation of Respondent's employment practices.
18. This Agreement resolves any and all differences between the parties relating to the OSC Charge through the date this Agreement is signed by all parties.
19. The Charging Party agrees to withdraw with prejudice the OSC Charge. The Charging Party's signature on this Agreement will constitute a request for such withdrawal. The Office of Special Counsel agrees to accept the withdrawal of this charge upon the satisfaction of paragraphs 1-6 of this Agreement, and will dismiss the charge in accordance therewith.
20. 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 3-6, 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 2.
21. The provisions of paragraph 1 notwithstanding, the Office of Special Counsel shall not seek from Respondent's San Ysidro, California location any additional civil penalty for the pattern or practice of unfair documentary practices in violation of 8 U.S.C. § 1324b for which civil penalties have already been assessed for the period from 2007 to 2011.
22. This Agreement may be enforced in the United States District Court for the Southern District of California.
23. The Office of Special Counsel and Respondent agree that, as of the effective date of this Agreement, litigation concerning the violations of 8 U.S.C. § 1324b that the Office of Special Counsel has reasonable cause to believe that Respondent committed is not reasonably foreseeable. To the extent that either party previously implemented a litigation hold to preserve documents, electronically stored information, or things related to this matter, the party is no longer required to maintain such a litigation hold. Nothing in this paragraph relieves either party of any other obligations imposed by this Agreement.
24. 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 invalid.

25. 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.
26. 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.
27. 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.

Ross Stores, Inc.

By: 
Shannon Walpole
Corporate Counsel

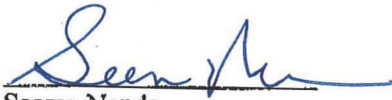
Dated: 3-20-12

Charging Party

By: 

Dated: 3/22/12

Office of Special Counsel for Immigration-Related Unfair Employment Practices

By: 
Seema Nanda
Acting Deputy Special Counsel

Dated: 3/22/12

C. Sebastian Aloit
Acting Special Litigation Counsel

Richard Crespo
Trial Attorney

Joann Sazama
Equal Opportunity Specialist