

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (the "Agreement") is made and entered into by and among S.W.J.J., Inc. a.k.a. Sernak Farms ("Respondent"),
and ("Charging Parties"), 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 November 5, 2010, the Office of Special Counsel received a charge filed by the Charging Parties against Respondent (the "OSC Charge") alleging citizenship status and national origin discrimination in violation of the unfair immigration-related employment practices provisions of 8 U.S.C. § 1324b (the "Act").

WHEREAS, the Charging Parties have filed claims, with other Government agencies, and are contemplating future administrative and legal claims relating to the same events and controversies that are being addressed in the aforementioned OSC Charge.

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 citizenship status and national origin discrimination in violation of the Act against the Charging Parties on May 17, 2010.

WHEREAS, the Office of Special Counsel, Respondent and the Charging Parties wish to resolve the OSC Charge and all other claims by the Charging Parties against the Respondent without further delay or expense and hereby acknowledge that they are voluntarily entering into this Settlement Agreement and Release ("Agreement").

WHEREAS, Iris Coloma-Gaines is counsel for the Charging Parties, she is authorized to sign on behalf of the Charging Parties.

WHEREAS, Joseph C. Hohenstein is counsel for the Respondent, he is authorized to sign on behalf of the Respondent.

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

1. Respondent agrees to pay the Charging Parties \$8,235 (eight thousand two hundred thirty-five dollars), which includes back pay and accumulated interest on back pay, minus applicable tax withholdings based on the tax rates of the current calendar year.

Each individual Charging Party, will receive an equal payment of \$2,745 (two thousand seven hundred forty-five dollars).

2. Respondent agrees to follow the applicable instructions contained in IRS Publication 957 and credit the Charging Parties' back pay award to the calendar quarters of the years when the back wages would have been earned.

3. The monies discussed in paragraph 1 shall be paid by individual checks payable to the Charging Parties and mailed, via express delivery service, to the following address, within five (5) business days from the date Respondent receives a fully signed copy of this Agreement and individually-executed Acknowledgment of Settlement and Waiver of Claims:

Iris Coloma-Gaines, Esq.
Philadelphia Legal Assistance
42 S. 15th Street, Suite 500
Philadelphia, PA 19102-2205

Ms. Coloma-Gaines, as counsel for the Charging Parties, shall be responsible for appropriate distribution of individual settlement amounts among the Charging Parties. Each Charging Party shall execute an individual acknowledgement of this settlement and waiver of this claim and all future claims. An example of that individual acknowledgment is attached. Attachment A.

4. On the same day checks are sent to Ms. Gaines, a copy of each check and the express delivery service tracking number for each mailing shall be sent to Baltazar Baca at A.Baca@usdoj.gov.
5. Respondent agrees that it shall not discriminate on the basis of citizenship status or national origin in violation of 8 U.S.C. § 1324b.
6. 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.
7. Respondent agrees that it will not intimidate, threaten, coerce, or retaliate against the Charging Parties 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.
8. Respondent agrees to post an English and Spanish version of the Office of Special Counsel "If You Have The Right to Work" poster ("OSC Poster"), in color and measuring no smaller than 18" x 24" in all places where notices to employees and job applicants are normally posted. The Notice will be posted within fourteen (14) days from the effective date of this Agreement and will remain posted for three (3) years thereafter.
9. Beginning not more than fourteen (14) days from the date that Respondent receives a fully signed copy of this Agreement, Respondent will provide a letter-size copy of the OSC Poster with all paper employment applications, and a mandatory electronic link to the English and Spanish versions of the OSC Poster with all electronic applications, and Respondent will continue to do so for one (1) year thereafter.

10. Within thirty (30) days of receipt of a fully signed copy of this Agreement, Respondent 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 reverification process;
- (b) Refer applicants and employees who complain, formally or informally, of discrimination in the hiring, firing, or Form I-9 employment eligibility verification and reverification 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.
- (d) 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 three years (3) following the effective date of this Agreement (the "Reporting Period"), Respondent 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 thirty (30) days of the effective date of such revised policies.

11. Within ninety (90) days of receipt of a fully signed copy of this Agreement, the Office of Special Counsel shall provide all Human Resources Personnel with training on their responsibilities to comply with 8 U.S.C. § 1324b, visa requirements, and the employment eligibility verification and reverification process as it relates to discrimination on the basis of citizenship status or national origin.

- (a) The training will consist of viewing a video and/or 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 three years from the effective date of this Agreement, all new Human Resources Personnel hired by Respondent 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 B, including signatures, as evidence of such compliance. The original of Attachment B, including signatures, will be mailed to the attention of Richard Crespo at the Office of Special Counsel by registered or certified mail, return receipt requested, or via email to richard.crespo@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.
15. Every six (6) months during the Reporting Period, Respondent shall provide the Office of Special Counsel with copies of the completed Forms I-9, including attachments, for all citizens and non-U.S. citizen employees hired by Respondent during the preceding six-month period. 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. This Agreement does not affect the right of any individual (other than the Charging Parties 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 claims Charging Parties have against the Respondent in this, and any other forum.
19. The Charging Parties agree to withdraw with prejudice the Office of Special Counsel charges and complaints with the Office of the Chief Administrative Hearing Officer. The Charging Parties also agree to withdraw with prejudice claims made with the US Department of Labor (DOL), the Equal Employment Opportunity Commission (EEOC), Pennsylvania Department of Labor and Industry (PA DOLI) and any other

Government agency or Court. The Charging Parties' 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 1-4 of this Agreement, and will dismiss the charge in accordance therewith.

20. The Charging Parties agree to waive any future claims relating to the events and controversies that form the basis of the instant charges.
21. This Agreement may be enforced in the United States District Court for the Eastern District of Pennsylvania. The law regarding interpretation of this Agreement shall be the law of the Commonwealth of Pennsylvania.
22. The Office of Special Counsel and Respondent agree that, as of the effective date of this Agreement, litigation concerning violations of 8 U.S.C. § 1324b or any other legal claim by the Charging Parties against the Respondent 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.
23. 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 Parties 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.
24. This Agreement is neither an admission by Respondent of any act in violation of 8 U.S.C. § 1324b or any other law of the United States nor is it an admission by the United States of the merits of any of Respondent's defenses.
25. The Office of Special Counsel, Respondent, and the Charging Parties agree to bear their own costs, attorneys' fees and other expenses incurred in this action.
26. 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 or electronically transmitted signatures.

WHEREFORE, the Parties enter into this SETTLEMENT AGREEMENT AND RELEASE on this 13th day of December 2011.

Respondent:

S&WJ, Inc. d/b/a Sarnak Farms, Inc.

By:



Joseph C. Hohenshain, Esq.

Dated:

12/13/11

Charging Parties

By:

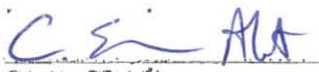

Iris E. Coloma-Gaines, Esq.
On behalf of

Dated:

12/13/11

Office of Special Counsel for Immigration-Related Unfair Employment Practices

By:


Seema Nanda
Acting Deputy Special Counsel

Dated:

12/13/11

C. Sebastian Alost
Acting Special Litigation Counsel

A. Baltazar Haca
Trial Attorney

Richard Chespo
Trial Attorney

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (the "Agreement") is made and entered into by and among S.W.J.J., Inc. a.k.a. Sernak Farms ("Respondent"),

("Charging Parties"), 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 January 7, 2011, the Office of Special Counsel received a charge filed by the Charging Parties against Respondent (the "OSC Charge") alleging citizenship status and national origin discrimination in violation of the unfair immigration-related employment practices provisions of 8 U.S.C. § 1324b (the "Act").

WHEREAS, the Charging Parties have filed claims, with other Government agencies, and are contemplating future administrative and legal claims relating to the same events and controversies that are being addressed in the aforementioned OSC Charge.

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 citizenship status and national origin discrimination in violation of the Act against the Charging Parties on June 28, 2010.

WHEREAS, the Office of Special Counsel, Respondent and the Charging Parties wish to resolve the OSC Charge and all other claims by the Charging Parties against the Respondent without further delay or expense and hereby acknowledge that they are voluntarily entering into this Settlement Agreement and Release ("Agreement").

WHEREAS, Iris Coloma-Gaines is counsel for the Charging Parties, she is authorized to sign on behalf of the Charging Parties.

WHEREAS, Joseph C. Hohenstein is counsel for the Respondent, he is authorized to sign on behalf of the Respondent.

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

1. Respondent agrees to pay the Charging Parties \$21,765 (twenty-one thousand seven hundred sixty-five dollars), which includes back pay and accumulated interest on back pay, minus applicable tax withholdings based on the tax rates of the current calendar year.

Each individual Charging Party, will receive an equal payment of \$4,353 (four thousand three hundred fifty-three dollars).

2. Respondent agrees to follow the applicable instructions contained in IRS Publication 957 and credit the Charging Parties' back pay award to the calendar quarters of the years when the back wages would have been earned.
3. The monies discussed in paragraph 1 shall be paid by individual checks payable to the Charging Parties and mailed, via express delivery service, to the following address, within five (5) business days from the date Respondent receives a fully signed copy of this Agreement and individually-executed Acknowledgment of Settlement and Waiver of Claims:

Iris Coloma-Gaines, Esq.
Philadelphia Legal Assistance
42 S. 15th Street, Suite 500
Philadelphia, PA 19102-2205

- Ms. Coloma-Gaines, as counsel for the Charging Parties, shall be responsible for appropriate distribution of individual settlement amounts among the Charging Parties. Each Charging Party shall execute an individual acknowledgment of this settlement and waiver of this claim and all future claims. An example of that individual acknowledgment is attached. Attachment A.
4. On the same day checks are sent to Ms. Gaines, a copy of each check and the express delivery service tracking number for each mailing shall be sent to Baltazar Baca at A.Baca@usdoj.gov.
 5. Respondent agrees that it shall not discriminate on the basis of citizenship status or national origin in violation of 8 U.S.C. § 1324b.
 6. 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.
 7. Respondent agrees that it will not intimidate, threaten, coerce, or retaliate against the Charging Parties 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.
 8. Respondent agrees to post an English and Spanish version of the Office of Special Counsel "If You Have The Right to Work" poster ("OSC Poster"), in color and measuring no smaller than 18" x 24" in all places where notices to employees and job applicants are normally posted. The Notice will be posted within fourteen (14) days from the effective date of this Agreement and will remain posted for three (3) years thereafter.
 9. Beginning not more than fourteen (14) days from the date that Respondent receives a fully signed copy of this Agreement, Respondent will provide a letter-size copy of the OSC Poster with all paper employment applications, and a mandatory electronic link to

the English and Spanish versions of the OSC Poster with all electronic applications, and Respondent will continue to do so for one (1) year thereafter.

10. Within thirty (30) days of receipt of a fully signed copy of this Agreement, Respondent 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 reverification process;
 - (b) Refer applicants and employees who complain, formally or informally, of discrimination in the hiring, firing, or Form I-9 employment eligibility verification and reverification 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.
 - (d) 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 three years (3) following the effective date of this Agreement (the "Reporting Period"), Respondent 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 thirty (30) days of the effective date of such revised policies.

11. Within ninety (90) days of receipt of a fully signed copy of this Agreement, the Office of Special Counsel shall provide all Human Resources Personnel with training on their responsibilities to comply with 8 U.S.C. § 1324b, visa requirements, and the employment eligibility verification and reverification process as it relates to discrimination on the basis of citizenship status or national origin.
 - (a) The training will consist of viewing a video and/or 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 three years from the effective date of this Agreement, all new Human Resources Personnel hired by Respondent 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 B, including signatures, as evidence of such compliance. The original of Attachment B, including signatures, will be mailed to the attention of Richard Crespo at the Office of Special Counsel by registered or certified mail, return receipt requested, or via email to richard.crespo@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.
 15. Every six (6) months during the Reporting Period, Respondent shall provide the Office of Special Counsel with copies of the completed Forms I-9, including attachments, for all citizens and non-U.S. citizen employees hired by Respondent during the preceding six-month period. 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. This Agreement does not affect the right of any individual (other than the Charging Parties 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 claims Charging Parties have against the Respondent in this, and any other forum.
 19. The Charging Parties agree to withdraw with prejudice the Office of Special Counsel charges and complaints with the Office of the Chief Administrative Hearing Officer. The Charging Parties also agree to withdraw with prejudice claims made with the US

Department of Labor (DOL), the Equal Employment Opportunity Commission (EEOC), Pennsylvania Department of Labor and Industry (PA DOLI) and any other Government agency or Court. The Charging Parties' 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 1-4 of this Agreement, and will dismiss the charge in accordance therewith.

20. The Charging Parties agree to waive any future claims relating to the events and controversies that form the basis of the instant charges.
21. This Agreement may be enforced in the United States District Court for the Eastern District of Pennsylvania. The law regarding interpretation of this Agreement shall be the law of the Commonwealth of Pennsylvania.
22. The Office of Special Counsel and Respondent agree that, as of the effective date of this Agreement, litigation concerning violations of 8 U.S.C. § 1324b or any other legal claim by the Charging Parties against the Respondent 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.
23. 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 Parties 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.
24. This Agreement is neither an admission by Respondent of any act in violation of 8 U.S.C. § 1324b or any other law of the United States nor is it an admission by the United States of the merits of any of Respondent's defenses.
25. The Office of Special Counsel, Respondent, and the Charging Parties agree to bear their own costs, attorneys' fees and other expenses incurred in this action.
26. 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 or electronically transmitted signatures.

WHEREFORE, the Parties enter into this SETTLEMENT AGREEMENT AND RELEASE on this 12th day of December 2011.

Respondent

SWJI, Inc. d/b/a Sismak Farms, Inc.

By:



Joseph C. Hochstein, Esq.

Dated:

12/13/11

Charging Parties

By:


Iris E. Caloma-Games, Esq.
On behalf of

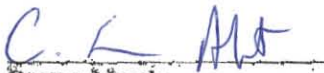
Dated:

12/13/11

and

Office of Special Counsel for Immigration-Related Unfair Employment Practices

By:


Seema Nanda
Acting Deputy Special Counsel

Dated:

12/13/11

C. Sebastian Aloor
Acting Special Litigation Counsel

A. Baltazar Baca
Trial Attorney

Richard Crespo
Trial Attorney