

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into by and between The Data Entry Company, Inc., ("Respondent"), and the United States Department of Justice, Civil Rights Division, Office of Special Counsel for Immigration-Related Unfair Employment Practices ("Office of Special Counsel" or "OSC").

WHEREAS, on October 28, 2014, the Office of Special Counsel accepted as complete a charge (the "OSC Charge") filed by the Charging Party against Respondent, DJ# 197-35-420, alleging discrimination on the basis of citizenship status in violation 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 two acts of citizenship discrimination against Charging Party on September 25, 2014, and October 16, 2014 when it removed the Charging Party from consideration for future employment based on her dual citizenship.

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

WHEREAS, this Agreement is intended to facilitate the settlement of the OSC Charge, it does not constitute an admission by Respondent of any violation, breach, or wrongdoing, and will not be admissible for any purpose in any type of legal proceeding, except an action to enforce the terms herein. Respondent continues to deny that it engaged in any improper discrimination.

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained and to fully and finally resolve the OSC Charge as of the date of this Agreement, it is agreed as follows:

1. Respondent shall pay civil penalties to the United States Treasury in the amount of seven hundred and fifty (\$750) dollars .
2. The monies discussed in paragraph 1 shall be paid via check payable to the "U.S. Treasury" within fourteen (14) days from the effective date of this Agreement. Respondent will send the check described in this paragraph via express delivery service or express mail to the following address:

Silvia J. Dominguez-Reese  
U.S. Department of Justice  
Civil Rights Division-OSC  
1425 New York Avenue  
Suite 9022  
Washington, D.C. 20530

On the day of payment, Respondent shall confirm via email to Silvia Dominguez-Reese at [Silvia.Dominguez-Reese@usdoj.gov](mailto:Silvia.Dominguez-Reese@usdoj.gov) that the payment was made and provide the relevant tracking number for delivery purposes.

3. Respondent shall pay the Charging Party Seven Thousand, and seven dollars and seventy-five cents (\$7,007.75), which includes back pay, and accumulated interest on back pay. Respondent may withhold applicable taxes based on the rates of the current year and shall provide Charging Party with any applicable income tax reporting form. Respondent is separately responsible for paying any employer-side taxes or contributions due to the federal or state government based on the \$7,007.75 payment.
4. The monies discussed in paragraph 3 shall be paid via certified or cashier's check payable to the Charging Party and mailed, via express delivery service or express mail, to the following address, within five (5) business days from the date Respondent received a fully signed copy of this Agreement:



On the same day, Respondent shall send a copy of such check and express delivery service tracking number for this mailing to Silvia Dominguez-Reese at [Silvia.Dominguez-Reese@usdoj.gov](mailto:Silvia.Dominguez-Reese@usdoj.gov)

5. Respondent shall follow the applicable instructions contained in IRS Publication 957 and credit the Charging Party's back pay award to calendar quarters of the years when the back wages would have been earned.
6. Any release of claims Respondent requires Charging Party to sign as a condition of the payment of monies discussed in paragraph 3 has been submitted to the Office of Special Counsel for approval. The release of claims is strictly limited to the OSC Charge and any citizenship, immigration status, or national origin discrimination allegations that were raised in the OSC Charge.
7. Respondent shall not remove the Charging Party or other dual citizen applicants from consideration for any employment position(s) open to other U.S. Citizens and for which a basic security clearance (i.e. T1 or regular clearance) is required on the basis of their dual citizenship. Respondent shall not remove the Charging Party or other dual citizens from consideration for any position for which a higher level security clearance beyond a basic (T1 or regular) clearance is required on the basis of their dual citizenship. The requirements of this paragraph shall not apply if an applicable government contract prohibits employment of a dual U.S. Citizen, or if Respondent has received written notification from the government directly or indirectly stating that candidates with dual citizenship are not acceptable.
8. Respondent shall not discriminate on the basis of citizenship status or national origin in violation of 8 U.S.C. § 1324b during the hiring, recruitment, employment eligibility

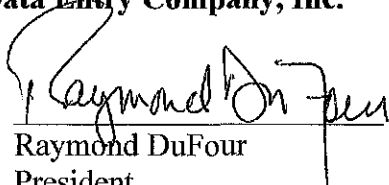
verification and E-Verify, and firing processes. Respondent shall not intimidate, threaten, coerce, or retaliate against any individual in violation of 8 U.S.C. § 1324b.

9. Respondent shall not intimidate, threaten, coerce, or retaliate against the Charging Party or any other individual for his or her participation in this matter or the exercise of any right or privilege secured by 8 U.S.C. § 1324b. Respondent shall not make any reference to the OSC Charge or this Agreement in the Charging Party's personnel file and/or her other employment records.
10. Respondent has not contacted Charging Party's current employer, [REDACTED] since April 7, 2015, upon OSC's request. Following the effective date of this Agreement, Respondent shall not request from or disclose to the Charging Party's current employer, [REDACTED] any information or documentation related to the Charging Party's charge filed with OSC.
11. Beginning not more than fourteen (14) business days from the date that Respondent receives a fully signed copy of this Agreement, and continuing for one (1) year thereafter, Respondent shall provide a letter-size copy of the OSC Poster in English and Spanish with all paper employment applications, and an electronic link to the English and Spanish versions of the OSC Poster with all electronic applications.
12. Within ninety (90) days from the date this Agreement is signed, Respondent shall ensure that all Human Resources Personnel shall join the Office of Special Counsel's email distribution list, at [www.justice.gov/cr/about/osc](http://www.justice.gov/cr/about/osc), and shall attend a training regarding their obligation to comply with 8 U.S.C § 1324b, as provided by the Office of Special Counsel.
  - (a) The training will consist of viewing a remote webinar presentation. Participants shall register for the webinar presentation at [www.justice.gov/crt/about/osc/webinars/php](http://www.justice.gov/crt/about/osc/webinars/php). If possible, the Office of Special Counsel will record and make it available electronically for Respondent personnel who were not able to attend the live presentation.
  - (b) All employees will be paid their normal rate of pay during the training, and the training will occur during their normally scheduled workdays and work hours. Respondent shall bear all costs associated with personnel attending these training sessions.
  - (c) For a period of two (2) years from the effective date of this Agreement, all new Human Resources Personnel working at The Data Entry Company, Inc., hired by Respondent after the training described in this paragraph has been conducted shall attend an Office of Special Counsel Employer/HR webinar within sixty (60) days of hire. Any individuals who have not been trained within sixty (60) days of hire pursuant to this paragraph shall not be permitted to perform any employment eligibility verification functions.
13. This Agreement resolves any and all differences between OSC and Respondent relating to the OSC Charge through the date this Agreement is signed by all the parties.

14. This Agreement may be enforced in any United States District Court for the State of Washington.
15. This Agreement does not affect the right of any individual 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. Should any part, term or provision of this Agreement be declared or determined by any court to be illegal or invalid, the legality or 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, term or provision of this Agreement. Respondent and the Office of Special Counsel agree that they will not, individually or in combination with another, seek to have any court declare or determine that any part, term or provision of this Agreement is illegal or invalid.
17. The Office of Special Counsel and Respondent agree to bear their own costs, attorneys' fees and other expenses incurred in the investigation of the OSC Charge.
18. This Agreement sets forth the entire agreement between the Respondent and OSC and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter herein.
19. The effective date of this Agreement shall be the date that the second party signing this Agreement transmits a copy of the signature page to the first party who signed the Agreement.

**The Data Entry Company, Inc.**

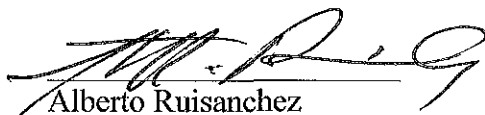
By:

  
Raymond DuFour  
President

Dated: 5/6/2015

**Office of Special Counsel for Immigration-Related Unfair Employment Practices**

By:

  
Alberto Ruisanchez  
Deputy Special Counsel

Dated: 5-8-2015

Jodi Danis  
Acting Special Litigation Counsel

Silvia J. Dominguez-Reese  
Trial Attorney