

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”) is made and entered into by and among Florists’ Transworld Delivery, Inc. (“FTD” or “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 July 19, 2012, the Office of Special Counsel received a charge filed by the Charging Party against Respondent DJ# 197-23-725 (the “OSC Charge”) alleging unfair documentary practices and retaliation 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 not reasonable cause to believe that Respondent engaged in unfair documentary practices in violation of 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 retaliation in violation of the Act against the Charging Party on or about April 30, 2012.

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 and to fully and finally resolve all disputes among the parties hereto as of the date of this Agreement, it is agreed as follows:

1. Respondent agrees to pay a civil penalty to the United States Treasury in the amount of Three Thousand dollars (\$3,000.00).
2. The monies discussed in paragraph 1 shall be paid via the FedWire electronic fund transfer system within ten (10) business days of Respondent’s receipt of a fully signed copy of this Agreement and fund transfer instructions.
3. Respondent agrees to pay the Charging Party One Thousand, Eight Hundred dollars (\$1,800.00), which includes back pay and accumulated interest on back pay. Respondent may withhold applicable taxes based on the tax rates of the current calendar year.
4. The monies discussed in paragraph 3 shall be made payable to the Charging Party 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:



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. Respondent agrees that it shall not discriminate on the basis of citizenship status or national origin in violation of 8 U.S.C. § 1324b.
7. Respondent agrees that it will continue to treat all individuals equally, without regard to citizenship or immigration status, or national origin, during the hiring, firing, and employment eligibility verification and re-verification process. Respondent shall avoid discrimination in the employment eligibility verification and re-verification 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.
8. 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.
9. 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", an image of which is available at <http://www.justice.gov/crt/about/osc/htm/worker.php#>, 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.
10. Beginning not more than sixty (60) days from the date Respondent receives a fully signed copy of this Agreement, Respondent will provide a statement to the Office of Special Counsel certifying that the OSC Posters (located at www.justice.gov/crt/about/employer.php#poster) are posted at each of Respondent's work facilities in a place that is visible to employees.
11. Within ninety (90) days of the receipt of a fully signed copy of this Agreement, the Office of Special Counsel shall provide Respondent employees who are involved in hiring/firing, recruiting, background checks, and employment eligibility verification (the Form I-9 and E-Verify processes, if applicable) with training on their responsibilities to comply with 8 U.S.C. § 1324b. Within seven (7) days of the training, Respondent will

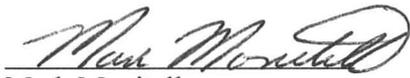
provide the Office of Special Counsel a roster with the full name, position, and date that each individual received the training.

12. This Agreement does not affect the right of any individual (other than the Charging Party as set forth below in paragraph 16) 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.
13. This Agreement resolves any and all differences among the parties relating to the OSC Charge through the date this Agreement is signed by all parties.
14. 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 1-5 of this Agreement, and will dismiss the charge in accordance therewith.
15. 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 3-5, 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.
16. This Agreement may be enforced in the United States District Court for the Northern District of Illinois.
17. 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.
18. 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.

19. 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.
20. 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.
21. 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.

FTD, Inc.

By:



Mark Monitello
Senior Vice President of Human Resources

Dated: 2/18/13

Charging Party

By:



Dated: _____

Office of Special Counsel for Immigration-Related Unfair Employment Practices

By:



Seema Nanda
Deputy Special Counsel

Dated: 2/20/13

C. Sebastian Aloom
Special Litigation Counsel

Joann Sazama
Equal Opportunity Specialist



2/18/13

19. 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.
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FTD, Inc.

By: _____

Dated: _____

Mark Monitello
Senior Vice President of Human Resources

Charging Party

By: _____

Dated: 2/15/2018

Office of Special Counsel for Immigration-Related Unfair Employment Practices

By: _____

Dated: _____

Seema Nanda
Deputy Special Counsel

C. Sebastian Aloit
Special Litigation Counsel

Joann Sazama
Equal Opportunity Specialist