

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made and entered into by and among Whiz International LLC d/b/a Whiz-International (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).

WHEREAS, on October 20, 2012, the Office of Special Counsel accepted as complete a charge filed by the Charging Party, [REDACTED] (Charging Party), against Respondent 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 determined during the course of its investigation of the charge that there is reasonable cause to believe that Respondent committed practices in violation of the Act.

WHEREAS, Respondent and the Office of Special Counsel acknowledge that they are voluntarily entering into this Agreement.

WHEREAS, on May 22, 2012, the Office of Special Counsel filed an administrative complaint with the Office of Chief Administrative Hearing Officer (OCAHO) (the "Litigation"), alleging immigration-related unfair employment practices by Respondent.

WHEREAS, the Office of Special Counsel and Respondent wish to resolve the Litigation and 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 one thousand dollars (\$1,000).
2. Respondent agrees to pay the Charging Party a total of twenty one thousand, seven hundred and eighty dollars (\$21,780) plus interest. This sum encompasses twelve thousand, eight hundred and seventy dollars (\$12,870) in back pay, plus eight thousand, nine hundred and ten dollars (\$8,910) in front pay. The payments will be made pursuant to the following schedule: the first installment, in the amount of five thousand dollars (\$5,000) will be paid not later than June 1, 2012. The second payment, in the amount of thousand, five hundred dollars (\$2,500), will be made not later than June 21, 2012. The third payment of two thousand, five hundred dollars (\$2,500) will be made not later than July 19, 2012. The fourth payment of two thousand, five hundred dollars (\$2,500) will be made not later than September 4, 2012. The fifth payment, in the amount of two thousand, five hundred dollars (\$2,500) will be made not later than November 1, 2012. The sixth payment, in the amount of two thousand, five hundred dollars (\$2,500) will be

made not later than January 2, 2013. The seventh payment, in the amount of two thousand, five hundred dollars (\$2,500) will be made not later than March 1, 2013. The eighth payment, in the amount of one thousand, seven hundred and eighty dollars (\$1,780) will be paid no later than April 15, 2013.

3. The payment to the Charging Party discussed in the preceding paragraph shall be by bank cashier's check or similar form of guaranteed instrument made out in the Charging Party's name and sent directly to her by certified or registered mail, return receipt requested, by June 1, 2012. The Office of Special Counsel will provide Respondent with the Charging Party's mailing address within 24 hours of the execution of this agreement, and Respondent will provide the Office of Special Counsel a copy of the cover letter and check, including attachments, within ten (10) days of each payment referenced above, by email to Liza Zamd at [liza.zamd@usdoj.gov](mailto:liza.zamd@usdoj.gov).
4. The payment discussed in paragraph 1 shall be made by bank cashier's check payable to the "United States Treasury" and mailed by express delivery service, to the following address, no later than April 15, 2013:

Office of Special Counsel for IRUEP  
U.S. Department of Justice  
Attn: Liza Zamd, Suite 9000  
1425 New York Ave, NW  
Washington, DC 20005

On the same day the check is mailed, Respondent will e-mail Liza Zamd at [liza.zamd@usdoj.gov](mailto:liza.zamd@usdoj.gov) providing the express delivery service tracking number for this mailing.

5. Respondent agrees that it shall not discriminate on the basis of citizenship status or national origin in violation of the Act, nor will it retaliate against any individual in violation of the Act.
6. Respondent agrees that it will treat all individuals equally, without regard to citizenship or immigration status, or national origin, during the application process, employment eligibility verification, E-Verify, and the reverification process, (a) in 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) by not requesting more or different documents than are required by law, and (c) by permitting employees to present any document or combination of documents acceptable by law.
7. 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. Respondent further agrees not to place any reference to the charge or this Agreement in the Charging Party's personnel file and/or other employment records.

8. During a three (3) year reporting period, the Office of Special Counsel reserves the right to make reasonable inquiries to determine Respondent's compliance with this agreement. As part of such review, the Office of Special Counsel may require written reports concerning such compliance in addition to the reports set out in Paragraphs 11, 13 and 14 below, as well as inspection of Respondent's premises, examination of witnesses, and examination and copy of Respondent's documents.
9. Respondent agrees to post a copy of the "Right to Work" poster found at <http://www.justice.gov/crt/about/osc/htm/worker.php#> on Respondent's website, and to include a copy of the notice in its application materials. The Notice will be posted and included within Respondent's materials within thirty (30) days from the date that Respondent receives a fully signed copy of this Agreement and will be subject to this paragraph for three (3) years thereafter. Respondent will offer Attachment A in either Spanish or English, depending on the applicant's preference.
10. Respondent agrees to distribute a copy of the Handbook for Employers M-274 (Rev. 06/01/2011), a copy of which is available at <http://www.uscis.gov/files/form/m-274.pdf>, and a copy of the revised USCIS Form I-9 (Attachment B), to all managers and employees at all its facilities who have any responsibility for completion of the Form I-9, or who instruct employees or prospective employees on the proper completion of the form.
11. Respondent agrees to maintain an application log of every person who seeks employment with Respondent. This log will note the applicant's name, phone number, and address. Respondent will produce this log every one-hundred and twenty (120) days to the Office of Special Counsel for a period of three (3) years.
12. Within ninety (90) days of the receipt of a fully signed copy of this Agreement, Respondent will educate its personnel concerning their responsibilities under 8 U.S.C. 1324b. All employees who are responsible for formulating, explaining and/or carrying out Respondent's employment eligibility verification policy, including all managers and employees who have any role in completing Forms I-9 or E-Verify, will attend a seminar regarding an employer's obligations under 8 U.S.C. § 1324b conducted or approved by the Office of Special Counsel. Respondent will provide the Office of Special Counsel a roster with the full name, position, and date that each individual received the training.
13. Every one-hundred and twenty (120) days, for a period of three (3) years, Respondent shall provide the Office of Special Counsel copies of all informal or formal complaints of citizenship status discrimination or document abuse, and any written findings of the results of all investigations into the allegations and remedial actions proposed and/or taken. Respondent shall provide the Office of Special Counsel the name, address, phone number and citizenship status (if citizenship status is known) of all individuals who allege citizenship status discrimination and/or document abuse.

15. Within ten (10) days of the first payment of five thousand dollars (\$5,000) outlined in paragraph 1, Respondent and the Office of Special Counsel shall file a stipulation, requesting that the Litigation be dismissed.
16. This Agreement may be enforced in the United States District Court for New Jersey.
17. This Agreement resolves any and all differences, including any citizenship status, discrimination charges, between the parties relating to the Charging Party, and the charge filed by the Charging Party, through the date this Agreement is executed.
18. 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.
19. 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, the Charging Party, 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.
20. 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.
21. The Special Counsel, Charging Party and Respondent agree to bear their own costs, attorney's fees and other expenses incurred in this action.
22. This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter herein.
23. 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.

Whiz International

Dated: 

By: 

Phillip Feintuch

Attorney for Whiz International LLC

Attorney for Whiz International LLC

Office of Special Counsel

Dated:

By:



Seema Nanda  
Acting Deputy Special Counsel

C. Sebastian Aloit  
Acting Special Litigation Counsel

Liza Zamd  
Trial Attorney