

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE is made and entered into by and among Collins Management Corporation (Respondent), Shelley Latin, Esq. (Charging Party), [REDACTED] (Injured 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 May 10, 2010, the Office of Special Counsel made complete a charge of discrimination filed by Shelley Latin, Esq., Legal Aid Services of Oregon, on behalf of [REDACTED], against the Respondent alleging an unfair documentary practice in violation of the 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 an unfair documentary practice in violation of the Act against the Injured Party.

WHEREAS, Respondent denies that it has committed any unfair documentary practice in violation of the Act.

WHEREAS, the Office of Special Counsel, the Injured Party, and the Respondent acknowledged that they are voluntarily entering into this Settlement Agreement and Release (Agreement) as a compromise and settlement to resolve the issues among them.

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

1. Respondent Collins Management Corporation (Collins) will pay the Injured Party fourteen thousand seven hundred seventy-five dollars (\$14,775), plus interest of two hundred twenty-three dollars and seventeen cents (\$223.17), for a total of fourteen thousand nine hundred ninety-eight dollars and seventeen cents (total of \$14,998.17) in back pay, minus tax deductions. Interest has been calculated using the Internal Revenue Service's rate for interest on tax underpayments.
2. The payment to the Injured Party discussed in the preceding paragraph shall be paid directly to the Injured Party, by certified or registered mail, return receipt requested, within ten (10) days from the date Collins receives a fully signed copy of this Settlement Agreement and Release ("Agreement"). Respondent will provide the Office of Special Counsel with a copy of the cover letter and check, including attachments, within the ten-day period. The copies should be addressed to: Seema Nanda, Trial Attorney, United States Department of Justice, Civil Rights Division, Office of Special Counsel For Immigration-Related Unfair Employment Practices, 950 Pennsylvania Avenue NW — NYA 9000, Washington, D.C. 20530. Mail sent by overnight delivery should be addressed to: Seema Nanda, Trial Attorney, 1425 New York Avenue NW, Suite 9000, Washington, D.C. 20005. The copy of such check shall also be e-mailed to Seema Nanda at seema.nanda@usdoj.gov.

3. 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.
4. Notwithstanding paragraph 3, to fully and finally resolve all disputes among the parties hereto as of the date of this Agreement, Collins will pay to the United States Treasury a civil penalty in the amount equal to six hundred dollars and no cents (\$600.00).
5. The civil penalty discussed in the preceding paragraph shall be made by check payable to the "United States Treasury c/o Mac McConkey" and mailed by overnight delivery service, along with a copy of the fully signed settlement agreement, to the following address within thirty (30) days of Collins's receipt of a fully signed copy of this Agreement:

Mac McConkey, Budget Officer
U.S. Department of Justice
Civil Rights Division
1425 New York Avenue, Room 5050
Washington, D.C. 20005

On the same day the check is mailed, an e-mail will be sent to Seema Nanda at seema.nanda@usdoj.gov providing her with the overnight delivery service tracking number for this mailing.

6. Respondent agrees that it will not retaliate against the Injured Party, or any other person, for his or her participation in this matter or for asserting rights protected by 8 U.S.C. § 1324b . Respondent further agrees not to place any reference to the charge or Agreement in the Injured Party's personnel file and/or other employment records.
7. Respondent agrees that it will not prevent the Injured Party from being considered for future position with Respondent based on Respondent's belief that the Injured Party failed to provide proper I-9 documentation in the past.
8. Respondent agrees that it shall not discriminate on the basis of citizenship status and national origin in violation of 8 U.S.C. § 1324b.
9. Respondent will treat all individuals equally, without regard to citizenship/immigration status or national origin during the employment eligibility verification and reverification process. It will: (1) honor 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); (2) not request more or different documents than are required by law; and (3) permit employees to present any documents or combination of documents acceptable by law, regardless of their citizenship status or national origin.

10. Collins agrees to post a copy of the attached Notice provided by the United States Department of Justice (Attachment A) in all places where notices to employees and job applicants are normally posted at Collins Management Corporation at the Upper Columbia Mill in Boardman, Oregon. The Notice will be posted within thirty (30) days from the date that Collins receives a fully signed copy of this Agreement and will remain posted for one (1) year thereafter.
11. Within thirty (30) days of Collins's receipt of a fully signed copy of this Agreement, Collins agrees to distribute a copy of the attached Office of Special Counsel Employer Packet (Attachment B) to all managers and employees who have any role in completing the USCIS Form I-9 or who instruct employees or prospective employees on the proper completion of the form at Collins Management Corporation at the Upper Columbia Mill in Boardman, Oregon.
12. Within ninety (90) days of 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 at Collins Management Corporation at Upper Columbia Mill in Boardman, Oregon who are responsible for formulating and/or carrying out Respondent's employment eligibility verification policy, including all managers and employees who have any role in completing the USCIS Form I-9, and/or who instruct employees or prospective employees on the proper completion of the form, will:
 - a) Attend a seminar concerning an employer's obligations under 8 U.S.C. § 1324b; or
 - b) view an educational videotape regarding 8 U.S.C. § 1324b. The videotape is available online at <http://www.justice.gov/crt/about/osc>. Alternatively, the Office of Special Counsel will provide hard copies of the video to Respondents at their request.
13. Respondent will circulate Attachment C to all persons attending educational session required by this Agreement. Persons attending the training session or viewing the videotape shall complete Attachment C as evidence of Respondent's compliance with this paragraph. The original of Attachment C, including signatures, will be mailed to the Office of Special Counsel by registered or certified mail, return receipt requested, within ten days of the training.
14. Respondent agrees that the Office of Special Counsel may review compliance with this Agreement for a period of one year (1) year from execution of this Agreement. As a part of such review, the Office of Special Counsel may require written reports concerning compliance, inspect Respondents' premises, examine witnesses, and examine and copy Respondent's documents at the expense of the Office of Special

Counsel. Such requests must be fully satisfied by Respondent within ten (10) business days of receipt of a written request from the Office of Special Counsel.

15. The Charging Party and Injured Party agree to withdraw with prejudice the charge filed against Respondent, which was made complete by the Office of Special Counsel on May 10, 2010. The Charging Party's and Injured 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 satisfaction of Paragraphs 1 and 2 of this Agreement and will dismiss the charge in accordance therewith.
16. The Charging Party and Injured Party hereby waive, release, and covenant not to sue or commence any proceeding against Respondent with the Office of the Chief Administrative Hearing Officer, Executive Office for Immigration Review, U.S. Department of Justice, with respect to the charge made complete with the Office of Special Counsel on May 10, 2010.
17. This Agreement may be enforced in the United States District Court for the District of Oregon.
18. This Agreement, subject to Paragraph 19 below, resolves any and all differences between the parties relating to the charge filed by the Charging Party on behalf of the Injured Party through the date this Agreement is signed by all parties.
19. This Agreement does not affect the right of any individual (other than the Charging Party and Injured Party as set forth above in Paragraph 15) 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.
20. The Office of Special Counsel and Respondent agree, in the event the Charging Party and Injured Party do not sign this Agreement, to be bound by the terms of this Agreement except for Paragraphs 1 and 2, and agree that the failure to obtain the Charging Party's and Injured Party's signatures does not affect the validity of this Agreement.
21. 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 Injured 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.
22. The Office of Special Counsel, Respondent, and the Charging Party agree to bear their own costs, attorney fees, and other expenses incurred in this action.

23. 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.
24. 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.

Collins Management Corporation

Dated: 12.22.2010

By:



Nancy L. Helseth
Vice President, Human Resources

Charging Party

Dated: _____

By:

Shelley Latin, Esq.

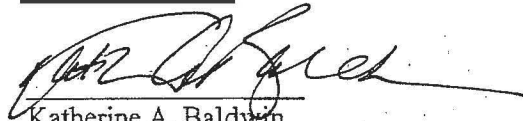
Injured Party

Dated: _____

By:

Office of Special Counsel

By:

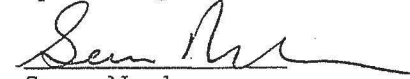


Katherine A. Baldwin
Deputy Special Counsel



Elizabeth I. Hack
Special Litigation Counsel

Dated: 12/29/10



Seema Nanda
Trial Attorney
U.S. Department of Justice
Civil Rights Division
Office of Special Counsel for
Immigration-Related Unfair
Employment Practices

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Collins Management Corporation

Dated: _____

By:

Nancy L. Helseth
Vice President, Human Resources

Charging Party

Dated: 12/22/10

By:



Shelley Latin, Esq.

Injured Party

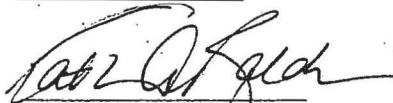
Dated: 12/22/10

By:



Office of Special Counsel

By:

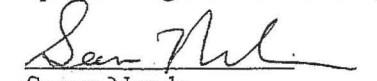


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