

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made and entered into by and among Diversified Maintenance Systems, LLC, [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 March 12, 2012, the Office of Special Counsel accepted as complete a charge (the "OSC Charge") filed by the Charging Party against Respondent alleging 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 that there is reasonable cause to believe that Respondent committed retaliation in violation of the Act.

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


WHEREAS, the Office of Special Counsel and Respondent 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, it is agreed as follows:

1. To fully and finally resolve all disputes among the parties hereto as of the date of this Agreement, Respondent agrees to pay a civil penalty to the United States Treasury in the amount of two thousand dollars (\$2,000).
2. The monies discussed in paragraph 1 shall be paid by cashier's check payable to the "United States Treasury" and mailed by express delivery service, along with a copy of the fully signed Agreement, to the following address, within ten (10) business days of Respondent's receipt of a fully signed copy of this Agreement:

Joann Sazama
U.S. Department of Justice
Office of Special Counsel for Immigration-Related Unfair
Employment Practices
1425 New York Ave., N.W., Room 9000
Washington, D.C. 20005

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.

3. Respondent agrees to pay the Charging Party Six thousand, eight hundred dollars (\$6,800), which includes back pay and accumulated interest on back pay, minus applicable tax withholdings based on the tax rates of the current calendar year.
4. The monies discussed in paragraph 3 shall be paid by certified or cashier's check payable to the Charging Party and mailed, via express delivery service, to the following address within five (5) business days from the date Respondent received a fully signed copy of this Agreement:

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 in violation of 8 U.S.C. § 1324b on the basis of citizenship status or national origin during the hiring, recruitment/referral for a fee, employment eligibility verification and E-Verify, and firing processes. Nor shall it intimidate, threaten, coerce, or retaliate against any individual in violation of 8 U.S.C. § 1324b.
7. Respondent agrees that it will not intimidate, threaten, coerce, or retaliate against the Charging Party or 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 further agrees not to place any reference to the OSC charge or this Agreement in the Charging Party's personnel file and/or other employment records.
8. 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.
9. 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 the Form I-9 and E-Verify processes (including Respondent's Area Managers and Human Resources/Payroll personnel) 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.

10. Within ninety (90) days of the receipt of a fully signed copy of this Agreement, Respondent's employees who are involved in the Form I-9 and E-Verify processes will participate in the "E-Verify Webinar for Existing Users" webinar conducted by the United States Department of Homeland Security (DHS). Registration information for the webinar can be found at www.dhs.gov/E-Verify. 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.
11. This Agreement may be enforced in the United States District Court for the Southern District of New York.
12. This Agreement resolves any and all differences between the parties relating to the OSC charge referenced above through the date this Agreement is signed by all parties.
13. 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.
14. 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.
15. 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.
16. The Special Counsel, Charging Party, and Respondent agree to bear their own costs, attorney's fees and other expenses incurred in this action.
17. 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.
18. 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.

Diversified Maintenance, LLC

By: [Signature]

Dated: 9-27-12

Charging Party

By: [Redacted]

Dated: _____

Office of Special Counsel

By: C.S. A.A.
Seema Nanda
Deputy Special Counsel

Dated: 9/27/12

C. Sebastian Aloit
Special Litigation Counsel

Joann Sazama
Equal Opportunity Specialist

Diversified Maintenance, LLC

By: _____

Dated: _____

Charging Party

By: _____

Dated: 9-22-2012

Office of Special Counsel

By: _____

Dated: _____

Seema Nanda
Deputy Special Counsel

C. Sebastian Aloot
Special Litigation Counsel

Joann Sazama
Equal Opportunity Specialist