

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is entered into by and between Aerojet Rocketdyne, Inc. (“Respondent”) and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section (“IER”) (together, “the parties”).

I. BACKGROUND

WHEREAS, on September 8, 2020, IER accepted as complete a charge filed by [REDACTED] (“Charging Party”) against Respondent, DJ# 197-12C-1687 (the “Charge”), alleging that Respondent refused to consider his application for employment because he is a lawful permanent resident, in violation of the anti-discrimination provision of the Immigration and Nationality Act (“INA”), 8 U.S.C. § 1324b(a)(1)(B).

WHEREAS, Respondent conducts certain work subject to the International Trafficking of Arms Regulations (“ITAR”), the Export Administration Regulations (“EAR”), and government contracts.

WHEREAS, 8 U.S.C. § 1324b(a)(2)(C) of the INA generally prohibits persons or entities from making certain employment decisions on the basis of citizenship status unless “otherwise required in order to comply with law, regulation, or executive order, or required by Federal, State, or local government contract, or which the Attorney General determines to be essential for an employer to do business with an agency or department of the Federal, State, or local government.”

WHEREAS, neither the ITAR nor the EAR require employers to restrict hiring based on citizenship status.

WHEREAS, after investigation of the Charge (“Investigation”), IER determined that no law, regulation, executive order, or government contract prohibited Respondent from hiring lawful permanent residents like the Charging Party for the mechanic position to which the Charging Party applied.

WHEREAS, IER’s investigation determined there is reasonable cause to believe that Respondent committed 12 instances of citizenship status discrimination in the hiring process by not considering the Charging Party or any other lawful permanent residents, refugees, asylees, or non-citizen nationals, when hiring for certain mechanic positions in its Jupiter, Florida location, in violation of 8 U.S.C. § 1324b(a)(1)(B).

WHEREAS, Respondent did not fill the position to which the Charging Party applied for reasons unrelated to the Investigation.

WHEREAS, Respondent took prompt action after reviewing notice of the Investigation, fully cooperated with the Investigation, and no longer excludes lawful

permanent residents, refugees, asylees, and non-citizen nationals from consideration for employment unless required, consistent with 8 U.S.C. § 1324b(a)(2)(C).

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

NOW, THEREFORE, in consideration of the mutual promises contained below and to fully resolve the Investigation, the parties agree as follows:

II. TERMS OF SETTLEMENT

1. This Agreement becomes effective as of the date of the latest signature on the dually-signed Agreement (“Effective Date”). The term of this Agreement shall be two years following the Effective Date.
2. Respondent shall pay civil penalties to the United States Treasury in the amount of thirty seven thousand, eight dollars (\$37,008).
3. Respondent shall provide IER with the name, title, email address, and telephone number of the individual responsible for effectuating payment of the civil penalties no later than the Effective Date. Respondent shall pay the monies discussed in paragraph 2 via the FedWire electronic fund transfer system within ten days of receiving fund transfer instructions from IER. On the day of payment, Respondent shall send confirmation of the payment to Liza.Zamd@usdoj.gov.
4. Except as set forth in Paragraph 2, IER shall not seek from Respondent any additional civil penalties for violations of 8 U.S.C. § 1324b(a)(1) that were the subject of the Investigation, through the Effective Date.
5. Pursuant to 8 U.S.C. § 1324b, Respondent shall not discriminate against individuals based on citizenship, immigration status, or national origin, during the recruitment, hiring, firing, referral for a fee, and employment eligibility verification and reverification processes (together, the “EEV” process), or intimidate, threaten, coerce, or retaliate against any person for participating in the Investigation or exercising any right or privilege secured under 8 U.S.C. § 1324b.
6. Respondent shall not: (a) make any reference to the Charge, Investigation, or this Agreement in any applicant or other personnel records Respondent maintains that relate to the Charging Party; or (b) disclose to any individual or non-governmental entity, information or documentation concerning the Charging Party, unless required by law.
7. Within 14 days of the Effective Date, if Respondent has not already done so, Respondent shall post English and Spanish versions of the IER “If You Have The Right to Work” poster (“IER Poster”), in color and measuring no smaller than 8.5” x 11”, available at <https://www.justice.gov/crt/worker-information#poster>, in

all places where notices to employees and job applicants are normally posted. The IER Posters shall remain posted for at least the term of the Agreement.

8. Within 60 days of the Effective Date, Respondent shall review its employment policies and, as necessary, revise such policies, or develop and propose new policies, that relate to nondiscrimination in hiring. Respondent's policies shall:
 - (a) prohibit discrimination on the basis of citizenship or immigration status (as appropriate), and national origin: (1) in the hiring and firing process; (2) during any Form I-9 and/or E-Verify employment eligibility verification processes;
 - (b) include, as lawful and appropriate, citizenship, immigration status, and national origin as prohibited bases of discrimination; any similar Equal Employment Opportunity (EEO) statements Respondent includes in printed or electronic materials available to the public or employees shall also include these prohibited bases of discrimination;
 - (c) provide applicants and employees who complain of discrimination in the hiring, firing, or any employment eligibility verification process with the following written statement: "The Immigrant and Employee Rights Section (IER) can help you with concerns about citizenship or immigration status discrimination in hiring, firing, or recruitment. IER can also help with possible discrimination relating to the Form I-9 or E-Verify processes. You can find more information about IER by going to its website at www.justice.gov/ier. You can also speak to someone anonymously by calling IER's toll-free number at 800-255-7688 (available Monday-Friday, 9am-5pm Eastern Time). People who think they may have been the victim of discrimination under the law IER enforces must file a charge with IER within 180 days of the discrimination."
 - (d) prohibit any reprisal against an individual for having opposed any employment practice made unlawful by 8 U.S.C. § 1324b, or for filing any charge, or participating in a lawful manner in any investigation or action under 8 U.S.C. § 1324b.

During the term of this Agreement, Respondent shall provide any such policies to IER for approval at least 30 days prior to their proposed effective date.

9. Within 90 days of the Effective Date, all individuals whose job duties involve, or who supervise, any element of the hiring process for individuals in Jupiter, Florida, ("Human Resource Personnel"), shall participate in a training on 8 U.S.C. § 1324b.

- (a) At IER's discretion, the training will consist of one or more remote IER webinar presentations and/or free live IER presentations at a time and location mutually agreed upon by the parties.
 - (b) Respondent shall pay all employees their normal rate of pay or overtime (as appropriate), and the training will occur during their normally scheduled workdays and work hours. Respondent shall bear all employee costs associated with these training sessions.
 - (c) During the term of the Agreement, all new Human Resources Personnel who are hired or promoted after the training(s) described in this paragraph have been conducted shall attend an IER Employer/HR webinar training within 60 days of hire or promotion.
 - (d) Respondent shall compile attendance records listing the individuals who comply with the training in this paragraph, including the individual's full name, job title, signature, and the date of the training, and send the records via email to Liza.Zamd@usdoj.gov (or any other individual IER designates) within ten days of any training session.
10. During the term of this Agreement, IER can make any reasonable inquiries as it, in its discretion, believes necessary or appropriate to assess Respondent's compliance with this Agreement, including but not limited to: requiring written reports from Respondent concerning its compliance; inspecting Respondent's premises; interviewing Respondent's employees, officials or other persons; and requesting copies of Respondent's documents. Respondent shall provide any documents IER requests in their native files, or at IER's discretion, another format.
11. If IER has reason to believe that Respondent is in violation of any provision of this Agreement, IER may, in its sole discretion, notify Respondent of the purported violation rather than initiate a new discrimination investigation or seek to judicially enforce the Agreement. If IER has exercised its discretion to notify Respondent of the purported violation, Respondent shall have 30 days from the date IER notifies it of the purported violation(s) to cure the violation(s) to IER's satisfaction.
12. This Agreement does not affect the right of any individual to file a charge under the Act alleging an unfair immigration-related employment practice against Respondent, IER's authority to investigate Respondent or file a complaint on behalf of any such individual, or IER's authority to conduct an independent investigation of Respondent's employment practices occurring after the Effective Date or outside of the scope of the Investigation.

III. ADDITIONAL TERMS OF SETTLEMENT

13. This Agreement resolves any and all differences between the parties relating to the Investigation through the Effective Date.
14. This Agreement sets forth the entire agreement between the parties and fully supersedes any and all prior agreements or understandings between the parties pertaining to the IER Investigations. This Agreement is governed by the laws of the United States. This Agreement shall be deemed to have been drafted by both parties and shall not be construed against any one party in the event of a subsequent dispute concerning the terms of the Agreement. The parties agree that the paragraphs set forth in Part II of this Agreement (entitled “Terms of Settlement”) are material terms, without waiver of either parties’ right to argue that other terms in the Agreement are material.
15. This Agreement may be enforced in the United States District Court for the Southern District of Florida for any claims over which that court has subject matter jurisdiction. Otherwise, a party must bring any claim or counterclaim to enforce the Agreement in a court of competent jurisdiction. This paragraph, or the initiation of a lawsuit to enforce the Agreement under this paragraph, including any counterclaims asserted, does not constitute and should not be construed as a waiver of sovereign immunity or any other defense the United States might have against a claim for enforcement.
16. The parties agree that, as of the Effective Date, litigation concerning the violations of 8 U.S.C. § 1324b that IER 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.
17. 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 and the, term or provision shall be deemed not to be a part of this Agreement. The parties will not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement invalid.
18. The parties shall bear their own costs, attorneys’ fees and other expenses incurred in the Investigation.
19. This Agreement sets forth the entire agreement between the parties and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter herein.

20. 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 are bound by facsimile signatures.

Aerojet Rocketdyne, Inc.

By: **Mike Bunter** Digitally signed by
Mike Bunter
Date: 2021.05.12
14:05:01 -07'00'

Dated: May 12, 2021

Michael Bunter
Vice President
Human Resources Business Partners and Labor Relations

Immigrant and Employee Rights Section

By: **JENNIFER DEINES** Digitally signed by
JENNIFER DEINES
Date: 2021.05.17 11:03:59
-04'00'

Dated: _____

Jennifer Deines
Acting Deputy Special Counsel

C. Sebastian Aloat
Special Litigation Counsel

Liza Zamd
Senior Trial Attorney