

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into by and between North American Shipbuilding, LLC, ("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" or "OSC") (together, "the parties").

WHEREAS, on November 26, 2014, the Office of Special Counsel accepted as complete a charge (the "OSC Charge") filed by ("Charging Party") against Respondent, DJ# 197-32-21, alleging, among other things, retaliation in violation 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 reasonable cause to believe that Respondent retaliated against Charging Party on or about September 9, 2014, when, after receiving notice that he had filed the OSC Charge, Respondent barred the Charging Party from Respondent's business facilities and immediately decided to terminate his employment. Respondent maintained throughout the investigation and still maintains that the Charging Party resigned prior to ever filing a charge and that the Respondent did not retaliate against him. Respondent specifically denies that it committed any violation of the law and only enters into this Agreement to avoid the costs and expenses associated with litigation.

WHEREAS, OSC 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 and to fully and finally resolve the OSC Charge as of the date of this Agreement, it is agreed as follows:

1. Respondent shall pay civil penalties to the United States Treasury in the amount of \$1,750.
2. The monies discussed in paragraph 1 shall be paid via the FedWire electronic fund transfer system within five (5) business days of receiving fund transfer instructions from the Office of Special Counsel. On the day of payment, Respondent shall confirm via email to Katherine E. Lamm at Katherine.Lamm@usdoj.gov that the payment was made.
3. Respondent shall offer the Charging Party via email \$15,000 in back pay and the proposed Release of Claims referenced in Paragraph 5. Respondent may withhold applicable taxes based on the rates of the current year and shall provide Charging Party with any applicable income tax reporting form. Respondent is separately responsible for paying any employer-side taxes or social security contributions or other payments due under applicable federal or state law based on the \$15,000 payment.
4. The monies discussed in paragraph 3 shall be paid by a method agreeable to Respondent and the Charging Party within fourteen (14) business days following the date when NAS has received both the Release of Claims discussed in paragraph 5 executed by the Charging Party and the execution of the Settlement Agreement entered into between NAS

and OSC. On the same day Respondent makes this payment, Respondent shall provide proof of payment to Katherine E. Lamm at Katherine.Lamm@usdoj.gov. If the Charging Party does not agree to the release discussed in paragraph 5, Respondent will not be required to pay the monies discussed in paragraph 3 and will have no obligations under the Release of Claims with the Charging Party and that Release Agreement shall be deemed null and void.

5. Any release of claims Respondent requires Charging Party to sign as a condition of the payment of monies discussed in paragraph 3 ("Release of Claims") shall be submitted to the Office of Special Counsel. Respondent shall offer the Release of Claims to the Charging Party within five (5) business days of the effective date of this Agreement. The Charging Party shall have at least twenty-one (21) days from his receipt of the Release of Claims in which to consider, execute, and return the Release of Claims to Respondent. The Charging Party's decision to sign, or not to sign, the Release of Claims does not invalidate any clause of this Agreement or otherwise affect the rights or obligations of the Parties under the Agreement except as discussed in paragraph 4.
6. Respondent shall not discriminate on the basis of citizenship status or national origin in violation of 8 U.S.C. § 1324b during the hiring, recruitment, employment eligibility verification, and firing processes. Respondent shall not intimidate, threaten, coerce, or retaliate against any individual in violation of 8 U.S.C. § 1324b.
7. Within thirty (30) days from the effective date of this Agreement, Respondent shall adopt a written policy barring the forms of discrimination and retaliation outlined in paragraph 6.
8. Respondent shall not intimidate, threaten, coerce, or retaliate against the Charging Party or any 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 shall remove, and shall not make in the future, any reference to the OSC Charge or this Agreement in the Charging Party's personnel file and his other employment records.
9. Respondent shall not disclose to any employer or prospective employer of the Charging Party any information or documentation related to the Charging Party's charge filed with OSC.
10. Respondent shall post the English-language version of the Office of Special Counsel "If You Have The Right to Work" poster ("OSC Poster"), in color and measuring no smaller than 8.5" x 11", an image of which is available at <http://www.justice.gov/crt/about/osc/htm/employer.php#poster>, in all places where notices to employees and job applicants are normally posted, including but not limited to all time clocks on Respondent's premises. The OSC Poster will be posted within fourteen (14) days from the effective date of this Agreement and will remain posted for one year thereafter.
11. Within ninety (90) days from the effective date of this Agreement, Respondent shall ensure that certain personnel involved in Respondent's hiring, recruitment, employment eligibility verification, and firing processes shall join the Office of Special Counsel's

email distribution list, available at <https://public.govdelivery.com/accounts/USDOJ/subscriber/new>, and attend a training regarding their obligation to comply with 8 U.S.C § 1324b, as provided by the Office of Special Counsel. These personnel include the following positions: Technical Director; Engineering Manager; Naval Architect, Manager of Design; Marine/Mechanical Engineering Manager; Electrical Engineering Manager; Office Manager; Personnel Director; and In-House Counsel for immigration-related matters.

- a. The training will consist of viewing a remote webinar presentation. Participants shall register for the webinar presentation at <http://www.justice.gov/crt/about/osc/webinars.php>.
 - b. The employees specified in this paragraph will be paid their normal rate of pay during the training, and the training will occur during their normally scheduled workdays and work hours. Respondent shall bear all costs associated with personnel attending these training sessions.
 - c. For a period of one-year from the effective date of this Agreement, the employees hired to the positions specified in this paragraph after the initial training described in this paragraph has been conducted shall attend an Office of Special Counsel Employer/HR webinar within sixty (60) days of hire.
12. During the one year following the effective date of this Agreement (the "Monitoring Period"), the Office of Special Counsel reserves the right to make reasonable inquiries necessary to determine Respondent's compliance with this Agreement. As part of such review, the Office of Special Counsel may require written reports concerning compliance, inspect Respondent's premises, examine witnesses, and examine and copy Respondent's applicable documents.
 13. This Agreement resolves any and all differences between OSC and Respondent relating to the OSC Charge through the date this Agreement is signed by all parties.
 14. This Agreement may be enforced in any United States District Court in the State of Louisiana.
 15. Other than any release signed by the Charging Party, this Agreement does not affect the right of any other 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.
 16. Should any part, term or provision of this Agreement be declared or determined by any court to be illegal or invalid, the legality or 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, term or provision of this Agreement. Respondent and the Office of Special Counsel agree that they will not, individually or in combination with another, seek to have any court declare or determine that any part, term or provision of this Agreement is illegal or invalid

17. The Office of Special Counsel and Respondent agree to bear their own costs, attorneys' fees and other expenses incurred in the investigation of the OSC Charge.
18. This Agreement sets forth the entire agreement between the Respondent and OSC and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter herein.
19. The effective date of this Agreement shall be the date that the second party signing this Agreement transmits a copy of the signature page to the first party who signed the Agreement.

North American Shipbuilding, LLC

By:  Dated: October 13, 2015
Dionne Chouest Austin
General Counsel

Office of Special Counsel for Immigration-Related Unfair Employment Practices

By:  Dated: 10/15/2015
Alberto Ruisanchez
Deputy Special Counsel

C. Sebastian Aloat
Special Litigation Counsel

Katherine E. Lamm
Trial Attorney