

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE is made and entered into by and among iGate Mastech, Inc. ("Respondent"), Programmers Guild ("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 June 13, 2006, the Office of Special Counsel received a charge filed by the Charging Party against Respondent alleging citizenship status discrimination in violation of the unfair immigration-related employment practices provisions of 8 U.S.C. § 1324b;

WHEREAS, the Office of Special Counsel determined during the course of its investigation of the charge that there is reasonable cause to believe that the charge is true;

WHEREAS, the Office of Special Counsel, the Charging Party, and Respondent desire to settle fully and finally all claims arising from or in any way related to the aforementioned charge.

NOW, THEREFORE, in consideration of the promises 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 to the United States Treasury a civil penalty in the amount of forty-five thousand dollars (\$45,000.00).
2. The monies discussed in paragraph 1 shall be paid by check payable to the "United States Treasury," c/o Mac McConkey, and mailed by express delivery service, along with a copy of the fully signed settlement agreement, to the following address, within 30 days of Respondent's receipt of a fully signed copy of this Agreement:

Mac McConkey, Comptroller
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 Richard Crespo at richard.crespo@usdoj.gov providing him with the express delivery service tracking number for this mailing.

- 3. Respondent agrees that it shall not discriminate on the basis of citizenship status or national origin in violation of 8 U.S.C. § 1324b.
- 4. Respondent agrees that it will not discriminate or retaliate against the Charging Party or any other person or entity for his or her participation in this matter.
- 5. Respondent agrees to post on its website:

Equal employment opportunity has been and will continue to be a basic principle at iGate Mastech. Employment at iGate Mastech is based upon merit, ability, and qualifications. No qualified applicant or employee is to be discriminated against because of race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, religion, creed, physical or mental disability, marital status, veteran status, political affiliation, or any other factor protected by law.

iGate Mastech agrees to comply with federal laws including, but not limited to, laws relating to equal employment opportunity and employment eligibility verification. iGate Mastech's hiring practices will not require a visa as a condition of employment; or require U.S. citizenship or lawful permanent residence in the U.S. as condition of employment; except when necessary to comply with law, regulation, executive order, or government contract. For further reference please click on <http://www.usdoj.gov/crt/osc/>.

- 6. Respondent agrees to post on its website and/or a major public electronic job board (e.g., Monster.com, Dice or CareerBuilder – or a job board that subsequently achieves national prominence) all open IT positions Respondent seeks to fill so that U.S. workers have an equal opportunity to compete for its job vacancies.
- 7. Respondent agrees to refrain from placing employment advertisements that specifically encourage applications from individuals with a specific immigration status, except that the Respondent may limit applications to U.S. citizens where U.S. citizenship is required by law, regulation or government contract.
- 8. Respondent agrees to make future hiring decisions in compliance with the provisions of 8 U.S.C. § 1324b.

9. Within ninety (90) days of receipt of a fully signed copy of this Agreement, Respondent will educate its hiring and recruitment personnel about the provisions of 8 U.S.C. § 1324b. All employees who are responsible for formulating and/or carrying out Respondent's job posting, recruiting, or employment eligibility verification policies, including all managers and employees who have any role in completing the U.S. Department of Homeland Security Employment Eligibility Verification Form I-9, and/or who instruct employees or prospective employees on the proper completion of the form, will be required to attend.
10. The Charging Party agrees to withdraw with prejudice the charge filed against Respondent on June 13, 2006, with the Office of Special Counsel. The Charging Party's representative'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 the satisfaction of paragraphs 1, 2, and 5 of this Agreement, and will dismiss the charge in accordance therewith.
11. The Charging Party hereby waives, releases and covenants 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 it filed against Respondent on June 13, 2006, with the Office of Special Counsel.
12. This Agreement may be enforced in the United States District Court for the Western District of Pennsylvania.
13. This Agreement, subject to paragraph 14 below, resolves any and all differences among the parties relating to the charge filed by the Charging Party through the date this Agreement is signed by all parties.
14. This Agreement does not affect the right of any individual (other than the Charging Party as set forth above in paragraph 13) 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.
15. The Office of Special Counsel and Respondent agree, in the event the Charging Party does not sign this Agreement, to be bound by the terms of this Agreement, and that the failure to obtain the Charging Party's signature does not affect the validity of this Agreement. If the Charging Party fails to sign this Agreement, the Office of Special Counsel agrees that it will nonetheless close the investigation of the Charging Party's charge in accordance with the terms of this Agreement, after Respondent complies with paragraphs 1, 2, and 5.

16. Respondent agrees that the Office of Special Counsel may review compliance with this Agreement for a period of one year from execution of this Agreement. As a 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 documents at the expense of the Office of Special Counsel. Such requests must be fully satisfied by Respondent within ten business days of receipt of a written request from the Office of Special Counsel to Respondent's counsel.
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 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 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.
18. 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.
19. The Office of Special Counsel, Respondent, and the Charging Party agree to bear their own costs, attorneys' fees and other expenses incurred in this matter.

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 agree to be bound by facsimile signatures.

Dated: 4/24/08

Respondent *Steve Shargold*
Signature
By: Steven Shargold
(Print)
CEO
Title

Dated: 4/21/08

Kim Berry
Signature
By: Kim Berry - Programmers Guild
(Print)
Charging Party

Dated: 4/21/08

Patrick Shen
Special Counsel
By: *RLC*
Richard Crespo
Trial Attorney
Office of Special Counsel for
Immigration-Related Unfair
Employment Practices