## SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE is made and entered into by and among Aquatico Pool Management, Inc., 11569 Hwy 6, South, Suite 210, Sugar Land, Texas, 77478 ("Respondent"), [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 October 20, 2009, the Office of Special Counsel accepted as complete a charge filed by the Charging Party against Respondent alleging document abuse in violation of the unfair immigration-related employment practices provisions of 8 U.S.C. § 1324b;

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 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 one thousand one hundred dollars ($1,100).

2. Respondent agrees to pay the Charging Party four hundred ninety-nine dollars and twenty cents ($499.20) which includes $480.00 in back pay and $19.20 in accumulated interest on back pay. The back pay portion of this monetary award will be subject to withholding for income tax. The back pay period runs from the second quarter of the 2009, to the fourth quarter of 2009, and is compounded quarterly.

3. The monies discussed in paragraph one (1) shall be paid 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 30 days of Respondent'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 Alexandra Vince at alexandra.vince@usdoj.gov providing her with the overnight delivery service tracking number for this mailing.

Equal Employment Opportunity Employer: It is the policy of Aquatico Pool Management, Inc. that all actions, including but not limited to actions taken to determine employment eligibility under 8 U.S.C. §1324a, in connection with any position, any applicant for employment and any employee of Aquatico Pool Management, Inc. shall be taken without regard to national origin or citizenship status.

12. Respondent agrees to post a copy of the attached Notice provided by the United States Department of Justice (Attachment A) on its webpage and in all places where notices to employees and job applicants are normally posted. The Notice will be posted within 30 days from the date that Respondent receives a fully signed copy of this Agreement and will remain posted for one year thereafter.

13. Respondent agrees to distribute a copy of the attached Handbook for Employers (Attachment B), and Form I-9 (Attachment C), to all owners, managers and employees who have any role in completing the Department of Homeland Security (DHS) Employment Eligibility Verification Form I-9, or who instruct employees or prospective employees on the proper completion of the form. Copies of these documents and future revisions of this form and handbook can also be obtained from the United States Citizenship and Immigration Services at www.uscis.gov.

14. Within 60 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 owners, managers and employees 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 Form I-9, and/or who instruct employees or prospective employees on the proper completion of the Form I-9, may attend a webinar conducted by Respondent's legal counsel and will view an educational videotape regarding 8 U.S.C. § 1324b to comply with this training requirement. The videotape will be provided by the Office of Special Counsel.

    (a) Persons attending the training session and viewing the videotape shall complete Attachment D as evidence of Respondent's compliance with the preceding paragraph. The original of Attachment D, 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 session.

15. Within 20 business days of receipt of a fully signed copy of this Agreement, Respondent will adopt and implement a written policy describing its nondiscriminatory employment eligibility procedures and prohibiting discrimination on the basis of citizenship status, discrimination on the basis of national origin, and retaliation. Prior to implementation, the written policy shall be reviewed and approved by the Office of Special Counsel and shall meet the following criteria:

22. This Agreement does not affect the right of any individual (other than the Charging Party as set forth above in paragraphs 18 and 19) 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.

23. 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, except for paragraphs 2 and 4, 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 and 3.

24 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.

25. 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.

26. The Office of Special Counsel, Respondent, and the Charging Party agree to bear their own costs, attorneys' fees and other expenses incurred in this action.

27. 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.

Kim Thompson
Global Immigration Practice Group for
Respondent
Aquatico Pool Management, Inc.

By: Kim Kree Thompson
Kim Thompson, Esq.

Dated: 5/27/2010

**Charging Party**

By: [redacted]

Dated: 06/07/2010

**Office of Special Counsel for Immigration-Related Unfair Employment Practices**

By: Katherine A. Baldwin
Deputy Special Counsel

Dated: 6·8·10

By: Elizabeth I. Hack
Special Litigation Counsel

Dated: 6/8/10

By: Sebastian Aloot
Trial Attorney

Dated: 6/7/10

By: Alexandra A. Vince
Equal Opportunity Specialist

Dated: 06/07/2010

Attachments