

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made and entered into by and between American Education and Travel Services ("Respondent"), [REDACTED] ("Charging Party"), the United States Department of Justice, Civil Rights Division, Office of Special Counsel for Immigration-Related Unfair Employment Practices ("Office of Special Counsel"), and the United States Equal Employment Opportunity Commission ("EEOC").

WHEREAS, on October 31, 2008, the Office of Special Counsel received a charge filed by the Charging Party against Respondent alleging national origin and citizenship status discrimination in violation of the unfair immigration-related employment practices provisions of 8 U.S.C. § 1324b (the "Act");

WHEREAS, jurisdiction over charges of national origin discrimination by an employer within the meaning of 42 U.S.C. §§2000e, *et seq.*, is assigned to the EEOC under 8 U.S.C. §1324b (a)(2)(B);

WHEREAS, the Office of Special Counsel referred the Charging Party's national origin charge to the EEOC pursuant to 8 U.S.C. §1324b(a)(2)(B);

WHEREAS, the Office of Special Counsel determined during the course of its investigation of the charge that there is reasonable cause to believe that Respondent committed citizenship status discrimination in violation of the Act;

WHEREAS, the EEOC determined, based on the Office of Special Counsel's investigation, that the Respondent engaged in national origin discrimination in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e, *et seq.* ("Title VII"); and

WHEREAS, Respondent and the Charging Party 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. Respondent agrees to pay the Charging Party:
 - A. Five thousand, three hundred, ninety eight dollars and twenty-nine cents (\$5,398.29) in back pay minus required tax deductions; and
 - B. Four thousand, six hundred, one dollars and seventy-one cents (\$4,601.71) as compensatory damages.

2. The payment to the Charging Party discussed in the preceding paragraph shall be paid directly to the Charging Party, by certified or registered mail, return receipt requested, to the address below within ten days from the date Respondent receives a fully signed copy of this Settlement Agreement ("Agreement").



On the same day the payment is mailed, Respondent will transmit an e-mail to C. Sebastian Aloom at sebastian.aloom@usdoj.gov and Arlean Nieto at arlean.nieto@eoc.gov, providing each a copy of the cover letter and check, including any attachments, together 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 or Title VII.
4. Respondent agrees:
 - A. that it will not focus its recruitment efforts exclusively on U.S. citizens, including advertisements and "want-ads" placed for employment applicants, press releases, and other forms of recruitment.
 - B. to take steps to attract all qualified individuals authorized to work in the United States, including, but not limited to, U.S. citizens, U.S. nationals, lawful permanent residents, refugees and asylees, and not discriminate against them in the recruitment process.
5. Respondent agrees that it will not discriminate or retaliate against the Charging Party or any other person for his or her participation in this matter.
6. With respect to public notice and training requirements under the Act:
 - A. Respondent has posted and will continue to post on its Web site for at least two years after receiving a fully executed copy of this Agreement a copy of the attached Notice provided by the United States Department of Justice (Attachment A). Where Respondent maintains places of employment for temporary periods of less than one year, the Notice will be posted during the entire time Respondent maintains the temporary place of employment.
 - B. Respondent agrees to include the Internet link to the attached Notice (Attachment A) in any written or electronic job postings or notices it issued or published within ten days from the date that Respondent receives a fully signed copy of this Agreement and will continue to do so for two years thereafter.

- C. Respondent agrees to distribute a copy of the attached Handbook for Employers (Attachment B), and revised USCIS Form I-9 (Attachment C), to all managers and employees who have any role in completing the USCIS Form I-9, or who instruct employees or prospective employees on the proper completion of the form.
 - D. Within thirty days of receipt of a fully signed copy of this Agreement, all of Respondent's 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 USCIS Form I-9, and/or who instruct employees or prospective employees on the proper completion of the form, will:
 - (i) attend a seminar concerning an employer's obligations under 8 U.S.C. § 1324b; or
 - (ii) view an educational video regarding 8 U.S.C. § 1324b. The video, in digital format, will be provided by the Office of Special Counsel.
 - E. Respondent will circulate Attachment D to all persons attending educational sessions required by this paragraph. Persons attending the training session or viewing the videotape shall complete Attachment D as evidence of Respondent's compliance with this 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.
7. With respect to public notice and training requirements under Title VII:
- A. Respondent will conduct training in Federal laws prohibiting employment discrimination for all its non-managerial, non-supervisory regular part-time and full-time employees. For current non-managerial employees, the training will be completed within 7 days of Respondent's receipt of a fully signed copy of this Agreement. For future non-managerial employees, the training will be provided as part of the new employee's initial employment orientation. Training will consist of the distribution by Respondent of its EEO Training Materials (Attachment E). Respondent will maintain documentation, including a signed copy of the training materials received and reviewed by its employee to show it conducted the required training;
 - B. Respondent will arrange for training in Federal laws prohibiting employment discrimination, with special emphasis on the role of supervisors and management to prevent and remedy discrimination under

Federal laws prohibiting employment discrimination, for all its current management and supervisory employees. The training will be completed within 30 days of Respondent's receipt of a fully signed copy of this. The training will be furnished to new management and supervisory employees within 30 days of the date such employees are promoted or begin employment. Training will be conducted by emTRAIN, a California corporation engaged in the business of providing online and/or computer-based training in the areas of EEO and human resources management, and will include the following topics: (i) EEO preventing discrimination for managers (described more fully at <http://www.emtrain.com/site/online-workplace-discrimination-eeo-training.php>); (ii) Hiring skills: for trainers, HR professionals and lawyers (described more fully at <http://www.emtrain.com/site/page.php?p=hiring>; and (iii) Lawful terminations for managers (described more fully at <http://www.emtrain.com/site/online-employment-termination-law-training.php>). Respondent will maintain documentation, including a copy of the training materials presented and signed attendance lists to show that each manager and supervisory employee completed the required training;

- C. Respondent will submit documentation to the EEOC, including a copy of the Training Materials presented and signed attendance lists, to show it complied with sub-paragraphs 7.A and 7.B, above, within 7 days of compliance;
 - D. Respondent has posted and will continue to post for two years after receiving a fully executed copy of this Agreement EEOC's poster "Equal Employment is the Law" on its website and will post at its temporary location in places accessible to all applicants and employees.
8. Within 7 days of Respondent's receipt of a fully signed copy of this Agreement, Respondent will implement the anti-discrimination and anti-harassment policies and complaint procedures incorporated into its EEO Training Materials (Attachment E).
9. Respondent agrees that the Office of Special Counsel and the EEOC may review compliance with this Agreement for a period of two years from execution of this Agreement. As a part of such review, the Office of Special Counsel or the EEOC 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 or the EEOC. Such requests must be fully satisfied by Respondent within ten business days of receipt of a written request from the Office of Special Counsel or EEOC to Respondent's counsel.
10. The Charging Party agrees to withdraw with prejudice the charge filed against Respondent on October 31, 2008, with the Office of Special Counsel. The Charging Party'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 1-4, of this Agreement, and will dismiss the charge in accordance therewith.

11. In reliance on the promises herein, the EEOC agrees to terminate the processing of Charge Number 520-2009-01684C. The EEOC further agrees not to use Charge Number 520-2009-01684C as the jurisdictional basis for a civil action against Respondent unless Respondent breaches any term of this Agreement. The EEOC does not waive or in any manner limit its rights to investigate or seek relief in any other Charge, including but not limited to a Charge filed by a member of the EEOC against Respondent, and the EEOC may bring an action to enforce the terms of this Agreement.
12. 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 he filed on October 31, 2008, with the Office of Special Counsel.
13. This Agreement may be enforced in either the United States District Court for the District of New Jersey or the United States District Court for the Northern District of California.
14. This Agreement, subject to paragraph 15 below, resolves any and all differences between the parties relating to the charge filed by the Charging Party through the date this Agreement is signed by all parties.
15. This Agreement does not affect the right of any individual (other than the Charging Party as set forth above in paragraphs 1-2) to file a charge alleging an unfair immigration-related employment practice or other employment-related discrimination charge against Respondent with the Office of Special Counsel under the Act or the EEOC under Title VII, or the right of the Office of Special Counsel or the EEOC to investigate or file a complaint on behalf of any such individual.
16. The Office of Special Counsel, the EEOC 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 1-2, 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 and the EEOC agree that they will nonetheless close the investigation of the Charging Party's charge in accordance with the terms of this Agreement, after Respondent complies with paragraphs 3-4, above.
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 or 42 U.S.C. §2000e, *et seq.*, nor an admission by the United States of the merits of any of Respondent's defenses.
19. The Special Counsel, the EEOC, Respondent, and the Charging Party agree to bear their own costs, attorney's fees and other expenses incurred in this action.
20. 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.
21. 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.

American Education and Travel Services

Dated: 1/3/11

signature omitted for publication only

Ann Fox, President
American Education and Travel Services

Charging Party

Dated: _____

[REDACTED]
Charging Party

U.S. Equal Employment Opportunity Commission

Dated: _____

Corrado Gigante
Director of the Newark Area Office
U.S. Equal Employment Opportunity Commission

U.S. Department of Justice

Katherine A. Baldwin
Deputy Special Counsel for Immigration Related
Unfair Employment Practices

Elizabeth I. Hack
Special Litigation Counsel

Dated: _____

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American Education and Travel Services

Dated: _____

Ann Fox, President
American Education and Travel Services

Charging Party

Dated: 3/6/2011

Charging Party

U.S. Equal Employment Opportunity Commission

Dated: _____

Corrado Gigante
Director of the Newark Area Office
U.S. Equal Employment Opportunity Commission

U.S. Department of Justice

Katherine A. Baldwin
Deputy Special Counsel for Immigration Related
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Elizabeth I. Hack
Special Litigation Counsel

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Ann Fox, President
American Education and Travel Services

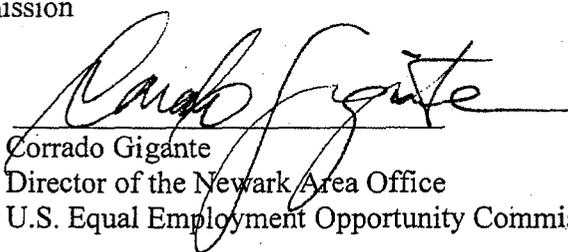
Charging Party

Dated: _____

Charging Party

U.S. Equal Employment Opportunity Commission

Dated: 3/3/2011



Corrado Gigante
Director of the Newark Area Office
U.S. Equal Employment Opportunity Commission

U.S. Department of Justice

Katherine A. Baldwin
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American Education and Travel Services

Dated: _____

Ann Fox, President
American Education and Travel Services

Charging Party

Dated: _____

Charging Party

U.S. Equal Employment Opportunity Commission

Dated: _____

Corrado Gigante
Director of the Newark Area Office
U.S. Equal Employment Opportunity Commission

U.S. Department of Justice

Katherine A. Baldwin
Deputy Special Counsel for Immigration Related
Unfair Employment Practices

Elizabeth I. Hack
Special Litigation Counsel

Dated: 3/7/11



C. Sebastian Alost
Trial Attorney
Civil Rights Division
Office of Special Counsel for Immigration Related
Unfair Employment Practices
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Washington, D.C. 20530