

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made and entered into by and among Iflowsoft, LLC, 200 Middlesex Essex Turnpike, Suite 203A, Iselin, New Jersey 08830 ("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 June 30, 2010, 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, 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 to the United States Treasury the amount of six thousand four hundred dollars (\$6,400) in civil penalties.
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 overnight delivery service, along with a copy of the fully signed settlement agreement, to the following address, within thirty (30) days of Respondent's receipt of a fully signed copy of this Settlement Agreement ("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 Richard Crespo at richard.crespo@usdoj.gov providing him with the overnight delivery service tracking number for this mailing.

3. Respondent agrees to pay the Charging Party two thousand nine hundred thirty-one dollars and sixty cents (\$2,931.60) which includes \$2,800.00 in back pay and \$131.60 in accumulated interest on back pay, minus tax deductions. Interest has been calculated using the Internal Revenue's rate for interest on under payments. The back pay period runs from January 29, 2010, to February 7, 2010.
4. 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, within ten (10) days from the date Respondent receives a fully signed copy of this Agreement. Respondent will provide the Office of Special Counsel with a copy of the cover letter and check, including attachments, within the ten-day period. The copies should be addressed to: Richard Crespo, Senior Trial Attorney, United States Department of Justice, Civil Rights Division, Office of Special Counsel for Immigration-Related Unfair Employment Practices, 950 Pennsylvania Avenue NW – NYA 9000, Washington, D.C. 20530. Mail sent by overnight delivery should be addressed to: Richard Crespo, Senior Trial Attorney, 1425 New York Avenue NW, Suite 9000, Washington, D.C. 20005. The copy of such check shall also be e-mailed to Richard Crespo at richard.crespo@usdoj.gov.

5. Respondent agrees to pay [REDACTED] four thousand two hundred twenty-six dollars, eighty-nine cents (\$4,226.89) which includes \$4,041 in back pay and \$185.89 in interest on back pay, minus tax deductions. The back pay period runs from April 12, 2010, to May 3, 2010.
6. The payment to [REDACTED] discussed in the preceding paragraph shall be paid directly to [REDACTED], by certified or registered mail, return receipt requested, within ten (10) days from the date Respondent receives a fully signed copy of this Agreement. Respondent will provide the Office of Special Counsel with a copy of the cover letter and check, including attachments, within the ten-day period. The copies should be addressed to: Richard Crespo, Senior Trial Attorney, United States Department of Justice, Civil Rights Division, Office of Special Counsel for Immigration-Related Unfair Employment Practices, 950 Pennsylvania Avenue NW – NYA 9000, Washington, D.C. 20530. Mail sent by overnight delivery should be addressed to: Richard Crespo, Senior Trial Attorney, 1425 New York Avenue NW, Suite 9000, Washington, D.C. 20005. The copy of such check shall also be e-mailed to Richard Crespo at richard.crespo@usdoj.gov.
7. Respondent agrees that it shall not discriminate on the basis of citizenship status and national origin in violation of 8 U.S.C. § 1324b. Respondent will publish on its website a statement that it will treat all individuals equally, without regard to citizenship or immigration status, or national origin, during the employment eligibility verification and reverification process.
8. 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 or for asserting rights protected by 8 U.S.C. §1324b.
9. Respondent agrees to post a copy of the attached Notice provided by the United States Department of Justice (Attachment A) in all places where notices to employees and job applicants are normally posted. The Notice will be posted within thirty (30) days from the date that Respondent receives a fully signed copy of this Agreement and will remain posted for one year thereafter.

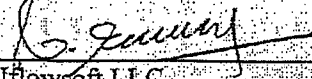
10. Respondent agrees to distribute a copy of the attached Handbook for Employers (Attachment B), and Form I-9 (Attachment C), to all managers and employees who have any role in completing the Department of Homeland Security (DHS) Employment Eligibility Verification Form I-9, or who instruct employees or prospective employees on the proper completion of the form.
11. Every one-hundred and eighty (180) days, for a period of four (4) years, Respondent shall provide the Office of Special Counsel copies of any complaints of citizenship status discrimination, written findings of the results of any investigation and remedial actions proposed and/or taken.
12. Every one-hundred and eighty (180) days, for a period of three (3) years, Respondent shall provide the Office of Special Counsel copies of all job advertisements it posts in any publicly available media.
13. The Charging Party agrees to withdraw with prejudice the charge filed against Respondent on June 30, 2010, 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 through 4 of this Agreement, and will dismiss the charge in accordance therewith.
14. 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 against Respondent on June 30, 2010, with the Office of Special Counsel.
15. This Agreement may be enforced in the United States District Court for the District of New Jersey.
16. This Agreement, subject to paragraph 17 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.
17. This Agreement does not affect the right of any individual (other than the Charging Party as set forth above in paragraphs 13 and 14) 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.
18. 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 3 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, 5, and 6.

19. 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.
20. 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.
21. 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.
22. 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: 05/10/2011

Respondent

By: 
iflowsoft LLC


Dated: 5/11/2011

Charging Party


By: 

Dated: 5/17/2011


U.S. Department of Justice

By: 
Seema Nanda
Acting Deputy Special Counsel

Dated: 5/17/2011

By: 
Jennifer Sultan
Acting Special Policy Counsel

Dated: 5/17/11

By: 
Richard Crespo
Trial Attorney
Civil Rights Division
Office of Special Counsel for
Immigration-Related Unfair
Employment Practices
950 Pennsylvania Avenue, NW
Washington, DC 20530

Attachments