

SETTLEMENT AGREEMENT

RECITALS

THIS SETTLEMENT AGREEMENT (“Agreement”) is made and entered into by and among Canvas Corporation (“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 August 3, 2010, 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, the Office of Special Counsel concluded based upon its investigation of the OSC Charge that there is reasonable cause to believe that Respondent committed citizenship status discrimination in violation of the Act against the Charging Party and citizenship status discrimination in violation of the Act against other non-U.S. citizens from at least 2007 to 2010.

WHEREAS, Respondent denies that it has committed national origin or citizenship discriminated against Charging Party or any other individual in violation of the Act or any other statute, rules, regulation, ordinance, or law.

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:

AGREEMENT

1. The foregoing Recitals are hereby incorporated as material terms of this Agreement.
2. Respondent agrees to pay the Charging Party a total of \$10,397.00, consisting of \$10,200.00 in back pay plus \$197.00 in interest, less all applicable taxes and withholding, Interest has been calculated using the Internal Revenue Service’s rate for interest on tax underpayments. Charging Party agrees that she has no entitlement to any wages, compensation, commissions, payouts, severance pay, or other benefits, damages, attorneys’ fees or costs from Respondent, except as specifically provided in this Agreement.
3. The payment to the Charging Party discussed in the preceding paragraph shall be made by check, via express delivery, within thirty (30) days from the date

Respondent receives a fully signed copy of this Agreement as well as a completed IRS Form W-9 from the Charging Party. A copy of the check shall be e-mailed to Richard Crespo at Richard.Crespo@usdoj.gov on the day it is mailed, along with the express delivery service tracking number for this mailing.

4. Respondent agrees to pay civil penalties to the United States Treasury in the amount of \$13,400.00 thirteen thousand, four-hundred dollars and no cents (\$13,400.00).
5. The civil penalty discussed in the preceding paragraph shall be made by check payable to the "United States Treasury c/o Mac McConkey" and shall be paid in three installments. The first installment in the amount of \$4,466.67 shall be paid no later than July 31, 2011. The second installment in the amount of \$4,466.67 shall be paid no later than August 31, 2011. The third installment in the amount of \$4,466.66 shall be paid not later than September 30, 2011. Respondent agrees to pay all costs related to enforcement of paragraph 5 if Respondent fails to pay on a timely basis. All payments shall be mailed by express delivery service, along with a copy of the fully signed Agreement, to the following address

Mac McConkey, Budget Officer
U.S. Department of Justice
Civil Rights Division
600 "E" Street, N.W., Room 3313
Washington, D.C. 20004

On the same day a check is mailed, an e-mail will be sent to Richard Crespo at Richard.Crespo@usdoj.gov providing the express delivery service tracking number for this mailing.

6. Respondent agrees that it shall not discriminate on the basis of citizenship status or national origin in violation of 8 U.S.C. § 1324b.
7. Respondent agrees that it will continue to treat all individuals equally, without regard to citizenship or immigration status, or national origin, during the employment eligibility verification and reverification process, (a) in honoring documentation that on its face reasonably appears to be genuine, relates to the person, and satisfies the requirements of 8 U.S.C. § 1324a(b), (b) by not requesting more or different documents than are required by law, and (c) by permitting employees to present any document or combination of documents acceptable by law.
8. The Office of Special Counsel and Respondent acknowledge that Respondent has revised its job postings to eliminate the U.S.-citizenship requirement. Respondent agrees that its future job postings will not contain a requirement for a specific citizenship.

9. Respondent agrees that it will not retaliate against the Charging Party or any other person for his or her participation in this matter.
10. Within ninety (90) 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 employees who are responsible for formulating and/or carrying out Respondent's hiring, recruiting, or employment eligibility verification policy will:
 - a) attend a seminar concerning an employer's obligations under 8 U.S.C. § 1324b; or
 - b) view an educational videotape regarding 8 U.S.C. § 1324b. The videotape will be provided by the Office of Special Counsel or is available online at <http://www.justice.gov/crt/about/osc/htm/outreach.php>.
11. Respondent will circulate Attachment A to all persons attending educational sessions required by this paragraph. Persons attending the training session or viewing the videotape shall complete Attachment B as evidence of Respondent's compliance with this paragraph. The original of Attachment B, including signatures, will be mailed to the Office of Special Counsel within ten (10) days of the training session.
12. Respondent agrees to retain for a period of two (2) years the name and address of each individual who applies, in person, in writing, or by telephone, for a position with Respondent. The Office of Special Counsel acknowledges that Respondent often obtains inquiries by email in which an address and/or a full name is not provided. In the event, an individual inquires via email about a position with Respondent and the individual does not provide his or her full name and/or address, Respondent compliance with the terms of this paragraph shall be deemed satisfied if Respondent retains the individual's email address.
13. Respondent agrees to retain for a period of two (2) years the records, including electronic records, of all documents such as resumes and applications etc., relating to each individual who applies for or expresses an interest in applying for a job with Respondent.
14. During the two (2) years following the effective date of this Agreement (the "Reporting Period"), Respondent shall provide any changes in its hiring and recruiting policy as they relate citizenship or national origin requirements to

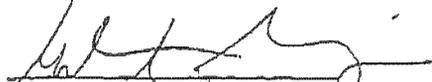
Richard Crespo or his successor at the Office of Special Counsel for review within sixty (60) days of the effective date of such revised policies.

15. Starting June 1, 2011, and every 5 months thereafter during the Reporting Period, Respondent shall provide the Office of Special Counsel the items specified in paragraphs 12 and 13.
16. Respondent agrees that, should the Office of Special Counsel have reason to believe that Respondent is not in compliance with any provision of this Agreement during the Reporting Period, Respondent will cooperate with the Office of Special Counsel in the investigation of such noncompliance following receipt by Respondent from the Office of Special Counsel of written notice indicating the basis for the Office of Special Counsel's reason to believe that the Respondent is not in compliance with this Agreement.
17. The Charging Party agrees to withdraw with prejudice the OSC Charge. 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 2 to 5 of this Agreement, and will dismiss the charge in accordance therewith.
18. With respect to the OSC Charge, the Charging Party hereby covenants not to sue or commence any proceeding against Respondent and/or its officers, directors, employees and agents in any court, before any administrative agency, or with the Office of the Chief Administrative Hearing Officer, Executive Office for Immigration Review, U.S. Department of Justice. In addition, Charging Party hereby releases and discharges Respondent, its present and former directors, officers, partners, employees, representatives, agents, attorneys, and insurers, and all of their parents, subsidiaries, affiliates, successors, related entities, and assigns from, and with respect to, any and all actions related to the facts alleged in the OSC Charge.
19. This Agreement may be enforced in the United States District Court for the Eastern District of New York.
20. This Agreement, subject to paragraph 22 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.
21. This Agreement does not affect the right of any individual (other than the Charging Party as set forth above in paragraph 18) 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.

22. 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 3, 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 paragraph 4 and 5.
23. With the exception of paragraph 18, 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.
24. Neither this Agreement, nor anything contained in it, shall constitute, or shall be used, as an admission by Respondent of any liability or wrongdoing whatsoever, including but not limited to any violation of federal, state, local, or common laws, ordinances, or regulations. Similarly, neither this Agreement, nor anything contained in it, shall constitute, or shall be used, as an admission by the United States of the merits of any of Respondent's defenses. Neither this Agreement, nor anything contained in it, shall be introduced in any proceeding except to enforce the terms of this Agreement or to defend against any claim relating to the subject matter of the releases contained herein.
25. 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 except as related to enforcement of paragraph 5.
26. 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. This Agreement cannot be modified except in a written document signed by Respondent and the Office of Special Counsel to this Agreement.
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.

Canvas Corporation

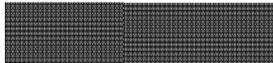
By:


~~Mark Sarroff~~ Glenn S. Brundenberg
President/CEO ATTORNEY

Dated: 5/27/11

Charging Party

By:




Dated: Jun 3/11

Office of Special Counsel for Immigration-Related Unfair Employment Practices

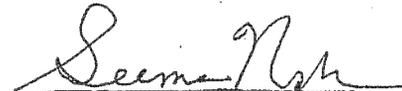
By:

Seema Nanda
Acting Deputy Special Counsel

Elizabeth I. Hack
Special Litigation Counsel

Richard Crespo
Sr. Trial Attorney

Joann Sazama
Equal Opportunity Specialist


Office of Special Counsel

6/6/2011
Date

Attachments