

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made and entered into by and among United Natural Foods, Inc. (Respondent) 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 November 30, 2012, the Office of Special Counsel accepted as complete a charge filed by the Charging Party, [REDACTED] (Charging Party), against Respondent alleging unfair documentary practices in violation of the unfair immigration-related employment practices provisions of 8 U.S.C. § 1324b (the "Act").

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 document abuse in violation of the Act.

WHEREAS, the parties agree that this Agreement shall not be construed as an admission by Respondent of any liability or acts of wrongdoing or discrimination, nor shall it be considered to be evidence of such liability, wrongdoing, or discrimination.

WHEREAS, Respondent and the Office of Special Counsel acknowledge that they are voluntarily entering into this Agreement.

WHEREAS, Respondent has already provided the Charging Party with full back pay in the sum of one thousand, six hundred and seventeen dollars (\$1,617).

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, it is agreed as follows:

1. Respondent agrees to pay a civil penalty to the United States Treasury in the amount of three thousand, one hundred and ninety dollars (\$3,190).
2. The payment discussed in paragraph 1 shall be made by bank cashier's check payable to the "United States Treasury" and mailed by express delivery service, to the following address within thirty (30) days of Respondent's receipt of a fully signed copy of this Agreement:

Office of Special Counsel for IRUEP
U.S. Department of Justice
Attn: Liza Zamd, Suite 9000
1425 New York Ave, NW
Washington, DC 20005

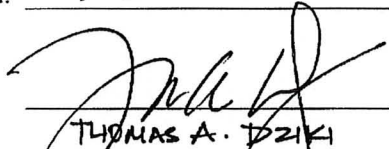
On the same day the check is mailed, an e-mail will be sent to Liza Zamd at liza.zamd@usdoj.gov providing the express delivery service tracking number for this mailing.

3. Respondent agrees that it shall not discriminate on the basis of citizenship status or national origin in violation of the Act, nor will it retaliate against any individual in violation of the Act.
4. Respondent agrees that it will treat all individuals equally, without regard to citizenship or immigration status, or national origin, during the application process, employment eligibility verification, E-Verify, and the 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.
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. Respondent further agrees not to place any reference to the charge or this Agreement in the Charging Party's personnel files and/or other employment records, or in the personnel files and/or other employment records of any other person who participated in the investigation.
6. Respondent agrees to link a copy of the "Right to Work" poster found at <http://www.justice.gov/crt/about/osc/html/worker.php#> on Respondent's website, and to post a copy in all of its locations. Respondent also agrees to include a copy of the notice in its application materials. Respondent will offer the notice in either Spanish or English, depending on the applicant's preference. The notice will be posted and included within Respondent's materials within thirty (30) days from the date that Respondent receives a fully signed copy of this Agreement and Respondent will be subject to this paragraph for one (1) year thereafter.
7. Respondent agrees to distribute a copy of the Handbook for Employers M-274 (Rev. 06/01/2011), a copy of which is available at <http://www.uscis.gov/files/form/m-274.pdf>, and a copy of the revised USCIS Form I-9 to all managers and employees at all its facilities who have any responsibility for completion of the Form I-9, or who instruct employees or prospective employees on the proper completion of the form.
8. Within ninety (90) days of the 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, explaining and/or carrying out Respondent's employment eligibility verification policy, including all managers and employees who have any role in completing Forms I-9 or E-Verify, will attend a seminar regarding an employer's obligations under 8 U.S.C. § 1324b conducted or approved by the Office of Special Counsel. Respondent will provide the Office of Special Counsel a roster with the full name, position, and date that each individual received the training.

9. This Agreement is not an admission by Respondent, nor any of Respondent's subsidiaries, of any act in violation of 8 U.S.C. § 1324b.
10. This Agreement may be enforced in the United States District Court for the District of Rhode Island.
11. For a period of one (1) year, if the Office of Special Counsel obtains information through informal means that gives the Office of Special Counsel reason to believe that Respondent is in violation of any provision of this Agreement, the Office of Special Counsel shall promptly notify Respondent of the purported violation. Respondent will then be given a thirty (30) day period from the date it is notified by the Office of Special Counsel, to cure the violation before the Office of Special Counsel may deem Respondent to be in violation of this Agreement.
12. This Agreement resolves any and all differences between the Office of Special Counsel and Respondent through the date this Agreement is executed.
13. This Agreement does not affect the right of any individual 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.
14. 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, the Charging Party, 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.
15. The Office of Special Counsel, Charging Party and Respondent agree to bear their own costs, attorney's fees and other expenses incurred in this action.
16. 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.
17. For a period of one (1) year after receipt of a fully signed copy of this Agreement, Respondent agrees to make available to the Office of Special Counsel any records(s) it needs to ensure compliance with this agreement and 8 U.S.C. § 1324b, within ten (10) business days of receipt of a written request by the Office of Special Counsel.
18. 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.

United Natural Foods, Inc.


Dated: 7.20.2012

By: 
THOMAS A. DZIK

Title: CLRSO

Office of Special Counsel

Dated: 7/20/2012

By: 
Seema Nanda

Acting Deputy Special Counsel

C. Sebastian Aloit
Special Litigation Counsel

Liza Zamd
Trial Attorney