

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into by and between Woodfin Heating, Inc. d/b/a/ Gamewell Mechanical, 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 May 22, 2012, the Office of Special Counsel accepted a charge filed by [REDACTED] against Respondent, DJ No. 197-54M-47 (the "OSC Charge"), alleging citizenship status discrimination in violation of the anti-discrimination provision of the Immigration and Nationality Act, codified at 8 U.S.C. § 1324b (the "Act").

WHEREAS, the Office of Special Counsel determined based upon its investigation of the OSC Charge that there is reasonable cause to believe that Respondent's Gamewell Mechanical subsidiary committed citizenship status discrimination in violation of the Act against the Charging Party and two other individuals on February 23, 2012.

WHEREAS, the Office of Special Counsel and Respondent wish to resolve the OSC Charge without further delay or expense and hereby acknowledge that they are voluntarily entering into this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained and to fully and finally resolve all disputes among the parties hereto as of the date of this Agreement, it is agreed as follows:

1. Respondent agrees to pay a civil penalty to the United States Treasury in the amount of Nine Thousand Six Hundred Dollars (\$9,600.00).
2. The monies discussed in paragraph 1 shall be paid via the FedWire electronic fund transfer system within ten (10) business days of Respondent's receipt of a fully signed copy of this Agreement and fund transfer instructions.
3. Within thirty (30) business days of receipt of a fully executed copy of this Agreement, Respondent agrees to transmit by express or courier delivery service a check for back pay in the following amounts to the following individuals:
 - A. The amount of Three Thousand, Three Hundred Dollars and no cents (\$3,300.00), less applicable tax withholdings based on the tax rates of the current calendar year, to the [REDACTED] at:
[REDACTED]
 - B. The amount of Three Thousand, Nine Hundred Sixty Dollars and no cents (\$3,960.00), less applicable tax withholdings based on the tax rates of the current calendar year, to [REDACTED] an identified economic victim at:

- [REDACTED]
- C. The amount of Three Thousand, Three Hundred Dollars and no cents (\$3,300.00), less applicable tax withholdings based on the tax rates of the current calendar year, to [REDACTED] an identified economic victim at:
- [REDACTED]

On the same day that Respondent transmits the payments required above, a digital image in Adobe PDF format of each check and its associated express delivery service tracking number shall be sent to Alexandra A. Vince at alexandra.vince@usdoj.gov.

4. In the event Respondent enters into a separate agreement executed under Title VII of the Civil Rights Act of 1964, as amended, 28 U.S.C. § 2000e, *et seq.*, prior to the payment deadline set out above requiring the payment of back pay to the Charging Party, the Respondent is entitled to a setoff against back pay due the Charging Party under 8 U.S.C. § 1324b and this Agreement, subject to Respondent's transmittal of a digital image of the separate settlement agreement and evidence of payment to Alexandra A. Vince at alexandra.vince@usdoj.gov.
5. Respondent agrees that it shall not discriminate on the basis of citizenship status or national origin in violation of 8 U.S.C. § 1324b.
6. Respondent agrees that it will treat all individuals equally, without regard to citizenship or immigration status, or national origin, during the hiring, firing, and employment eligibility verification and re-verification process. Respondent shall avoid discrimination in the employment eligibility verification and re-verification process by (a) 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) not requesting more or different documents than are required by law, and (c) permitting all employees to present any document or combination of documents acceptable by law.
7. Respondent agrees that it will not intimidate, threaten, coerce, or retaliate against the Charging Party or any other person for his or her participation in this matter or the exercise of any right or privilege secured by 8 U.S.C. § 1324b.
8. Respondent agrees to post an English and Spanish version of the Office of Special Counsel "If You Have The Right to Work" poster ("OSC Poster"), in color and measuring no smaller than 18" x 24", an image of which is available at <http://www.justice.gov/crt/about/osc/htm/worker.php#>, at all Gamewell Mechanical offices in places where notices to employees and job applicants are normally posted.

The Notice will be posted within fourteen (14) days from the effective date of this Agreement and will remain posted for three (3) years thereafter.

9. For eighteen (18) months from the effective date of this Agreement, Respondent agrees to ensure that all individuals who are responsible for formulating, carrying out, and/or conducting training on Respondent's hiring, firing, equal employment, and employment eligibility verification policies, including all managers and employees who have any role making employment eligibility decisions, such as completing the Form I-9 and/or using the E-Verify system ("Human Resources Personnel"), are in possession of the most current version of the Form I-9, USCIS Employment Eligibility Verification Handbook for Employers (M-274) ("Handbook"), available at www.uscis.gov/I-9Central, and the most current USCIS E-Verify Manual (M-775) ("Manual"), available at [www.uscis.gov/USCIS/Verification/E-Verify/E-Verify Native Documents/manual-employer_comp.pdf](http://www.uscis.gov/USCIS/Verification/E-Verify/E-Verify%20Native%20Documents/manual-employer_comp.pdf). Copies of these documents and future revisions of the Form I-9, Handbook, and Manual can be obtained from the United States Citizenship and Immigration Services at www.uscis.gov.
10. Within sixty (60) days of receipt of a fully signed copy of this Agreement, Respondent will review its employment policies as they relate to nondiscrimination on the basis of citizenship status and national origin and shall, as necessary, revise such policies to:
- (a) Prohibit (1) the requesting of employment eligibility verification documents from any individual prior to making an offer of employment; (2) discrimination on the basis of citizenship status or national origin in the hiring and firing process; and (3) any difference in treatment of individuals, on the basis of citizenship status or national origin, during the Form I-9 employment eligibility verification and re-verification process.
 - (b) Refer applicants and employees who complain, formally or informally, of discrimination in the hiring, firing, or Form I-9 employment eligibility verification and re-verification process immediately to the Office of Special Counsel by directing the affected individual to the OSC Poster and the Office of Special Counsel's worker hotline and website, and advise the affected individual of his or her right to file a charge of discrimination with the Office of Special Counsel.
 - (c) Provide that Respondent shall not take any reprisal action against an employee for having opposed any employment practice made unlawful by 8 U.S.C. § 1324b, or for filing any charge, or participating in any lawful manner in any investigation or action under 8 U.S.C. § 1324b.

During the eighteen (18) months following the effective date of this Agreement (the "Reporting Period"), Respondent shall provide any changes in employment policies as they relate to nondiscrimination on the basis of citizenship status and national origin to the Office of Special Counsel for review at least ten (10) days prior to the effective date of such revised policies.

11. Within ninety (90) days of receipt of a fully signed copy of this Agreement, all Human Resources Personnel shall receive training as approved by the Office of Special Counsel on their responsibilities to comply with 8 U.S.C. § 1324b, the appropriate use of E-Verify, and the employment eligibility verification and re-verification process as it relates to discrimination on the basis of citizenship status or national origin.
 - (a) All employees will be paid their normal rate of pay, and the training will occur during their normally scheduled workdays and work hours. Respondent shall bear all costs associated with these training sessions.
 - (b) For a period of eighteen (18) months from the effective date of this Agreement, all new Human Resources Personnel hired by Respondent after the training described in this paragraph has been conducted shall attend an Office of Special Counsel Employer/HR webinar this training within sixty (60) days of hire.
 - (c) Respondent shall compile attendance records listing the individuals who comply with the training as described in this paragraph in the form of Attachment A, including their full name, title, signature, and the date of the training, and send them via email to alexandra.vince@usdoj.gov within ten (10) days of the training session.
12. If the Office of Special Counsel has 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. OSC notice shall be addressed to the Human Resources Director at 3106 Lanvale Avenue, Richmond, Virginia, 23230. Respondent will then be given a thirty (30) day period from the date it is notified by the Office of Special Counsel in which to cure the violation before Respondent is deemed by the Office of Special Counsel to be in violation of this Agreement.
13. Notwithstanding paragraph 12, this Agreement does not affect the right of any individual (other than the Charging Party as set forth below in paragraph 15) to file a charge alleging an unfair immigration related employment practice against Respondent with the Office of Special Counsel, the authority of the Office of Special Counsel to investigate or file a complaint on behalf of any such individual, or the authority of the Office of Special Counsel to conduct an independent investigation of Respondent's employment practices.
14. This Agreement resolves any and all differences between the parties relating to the OSC Charge through the date this Agreement is signed by Respondent and the Office of Special Counsel.
15. The Office of Special Counsel will close the investigation of the Charging Party's charge in accordance with the terms of this Agreement, after Respondent complies with paragraphs 1 through 4.

16. This Agreement may be enforced in the United States District Court for the Central District of North Carolina.
17. The Office of Special Counsel and Respondent agree that, as of the effective date of this Agreement, litigation concerning the alleged violations of 8 U.S.C. § 1324b that the Office of Special Counsel was investigating is not reasonably foreseeable. To the extent that either party previously implemented a litigation hold to preserve documents, electronically stored information, or things related to this matter, the party is no longer required to maintain such a litigation hold. Nothing in this paragraph relieves either party of any other obligations imposed by this Agreement.
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 and the Office of Special Counsel 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 invalid.
19. The Office of Special Counsel and Respondent agree to bear their own costs, attorneys' fees and other expenses incurred in this action.
20. 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 or scanned signatures.

Gamewell Mechanical, Inc.

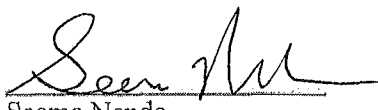
By:


Farran Davis, HR Director
Woodfin Heating d/b/a Gamewell Mechanical, Inc.

Dated: 11/30/12

Office of Special Counsel for Immigration-Related Unfair Employment Practices

By:


Seema Nanda
Deputy Special Counsel

Dated: 11/30/12

C. Sebastian Aloit
Special Litigation Counsel

Alexandra A. Vince
Equal Opportunity Specialist