

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE is made and entered into by and among GALA Construction, Inc., 269 Technology Way, Rocklin, CA 95765 ("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 27, 2005, the Office of Special Counsel received a charge filed by the Charging Party against Respondent alleging document abuse 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 one hundred and ten dollars (\$110.00).
2. Respondent agrees to pay the Charging Party five thousand fifty three dollars and thirty cents (\$ 5,053.30) in back pay, minus required tax deductions. The back pay period runs from March 7 -30, 2005 and December 28, 2005 - March 28, 2006.
3. Respondent agrees to pay the Charging Party six thousand six hundred dollars (\$6,600.00) in front pay, minus tax deductions. The front pay period runs from March 29, 2006 - July 11, 2006.
4. The monies discussed in paragraph 1 shall be paid by check payable to the "United States Treasury," c/o Mac McConkey, and mailed by express delivery service, along with a copy of the fully signed settlement agreement, to the following address, within 30 days of Respondent's receipt of a fully signed copy of this 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 express delivery service tracking number for this mailing.

5. The monies discussed in paragraphs 2 and 3 shall be paid by check payable to [REDACTED] within 5 days of execution of this agreement. On the same day a copy of such check shall be e-mailed to Richard Crespo at richard.crespo@usdoj.gov.
6. Respondent agrees that it shall not discriminate on the basis of citizenship status and national origin in violation of 8 U.S.C. § 1324b.
7. Respondent agrees 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, in: (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 employees to present any document or combination of documents acceptable by law.
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.
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 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 INS Form I-9, or who instruct employees or prospective employees on the proper completion of the form.
11. Within thirty 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 employment eligibility

verification policy, including all managers and employees who have any role in completing the Form I-9, and/or who instruct employees or prospective employees on the proper completion of the form, will view an educational videotape regarding 8 U.S.C. § 1324b. The videotape will be provided by the Office of Special Counsel.

12. Respondent will circulate Attachment D to all persons attending educational sessions required by the preceding paragraph. Persons attending the training session or viewing the videotape shall complete Attachment D as evidence of Respondent's compliance with the preceding 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.
13. The Charging Party agrees to withdraw with prejudice the charge filed against Respondent on June 27, 2005, 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 5 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 27, 2005, with the Office of Special Counsel.
15. This Agreement may be enforced in the United States District Court for the Eastern District of California.
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 14 and 16) 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, 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 and 4.

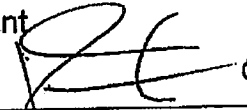
19. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement. Respondent, 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: 3/29/06

Respondent

By:



Vice President
Title GALA Construction, Inc.

Dated: _____

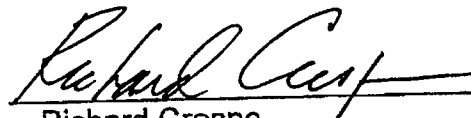
By:


CINUS HIS CA. 75610

Dated: 4/3/06

Katherine A. Baldwin
Deputy Special Counsel

By:



Richard Crespo
Trial Attorney
Office of Special Counsel for
Immigration-Related Unfair
Employment Practices