

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made and entered into by and between NetJets Services, 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 December 3, 2015, the Office of Special Counsel notified Respondent that it opened an independent investigation (DJ#197-58-60) ("Investigation") to determine whether Respondent engaged or engages in unfair employment eligibility verification practices in violation of 8 U.S.C. § 1324b of the Immigration and Nationality Act (the "Act").

WHEREAS, the Office of Special Counsel has concluded based on information developed during the Investigation that there is reasonable cause to believe that Respondent: a) required non-U.S. citizens, but not similarly-situated U.S. citizens, to present specific documents for employment eligibility verification because of their citizenship or immigration status; b) subjected Lawful Permanent Residents to unnecessary post-employment reverification of their employment eligibility; and c) required naturalized U.S. citizens, but not similarly-situated native-born U.S. citizens, to present more and different documents than necessary to establish their citizenship status, all in violation of the Act.

WHEREAS, Respondent denies that it maintained employment policies or practices that violated 8 U.S.C. § 1324b, and states that no job applicants or employees of Respondent have been identified as having been denied employment, pay, or benefits as a result of the alleged violations.

WHEREAS, Respondent has fully cooperated with the Office of Special Counsel during the Investigation.

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

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

1. This Agreement becomes effective as of the date of the latest signature on the Agreement, which date is referenced herein as the "Effective Date."
2. Respondent shall pay a civil penalty to the United States Treasury in the amount of forty-one thousand four hundred and eighty dollars (\$41,480.00).
3. Respondent shall pay the monies referenced in paragraph one via the FedWire electronic fund transfer system within ten (10) business days from the date the Office of Special Counsel provides Respondent with fund transfer instructions. On the day of payment, Respondent shall confirm via email to Pablo A. Godoy respectively at [Pablo.Godoy@usdoj.gov](mailto:Pablo.Godoy@usdoj.gov) that payment was made.

4. Except as required to comply with a statute, regulation, executive order or provision of a federal, state, or local government contract and as authorized by 8 U.S.C. § 1324b(a)(2)(C), Respondent shall treat all individuals equally, without regard to citizenship or immigration status, or national origin, during the hiring, firing, and employment eligibility verification and reverification process. Respondent shall avoid discrimination in the employment eligibility verification and reverification 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.
5. Respondent shall not intimidate, threaten, coerce, or retaliate against any person for his or her participation in this matter or the exercise of any right or privilege secured by 8 U.S.C. § 1324b.
6. Respondent shall post the Office of Special Counsel "If You Have The Right to Work" poster ("OSC Poster"), in color and measuring no smaller than 11" x 14", an image of which is available at <http://www.justice.gov/crt/about/osc/htm/worker.php#>, in all places in its offices or facilities where notices to employees and job applicants are normally posted. The OSC Poster will be posted within fourteen (14) days of the effective date of this Agreement and will remain posted for two (2) years thereafter. The OSC Poster shall be posted in English and any other language into which OSC has translated the OSC Poster that is the preferred language of Respondent's employees, if that language is known.
7. For two (2) years from the effective date of this Agreement, Respondent shall ensure that all individuals who are responsible for formulating, conducting training on, and/or implementing Respondent's employment eligibility verification and reverification policies, including completion of the Form I-9, 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](http://www.uscis.gov/I-9Central). Copies of the documents and future revisions of the Form I-9 and Handbook can be obtained from the United States Citizenship and Immigration Services at [www.uscis.gov](http://www.uscis.gov).
8. Within thirty (30) days from the effective date of this Agreement, Respondent shall revise its employment policies as they relate to nondiscrimination in employment eligibility verification and reverification, including completion of the Form I-9, and provide them for review and approval by the Office of Special Counsel. These employment policies shall:
  - (a) Prohibit (1) requesting 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 recruiting, hiring, and firing process; and (3) discrimination on the basis of citizenship status or national origin, during the employment eligibility verification and re-verification process;

- (b) Refer applicants and employees who complain, formally or informally, of discrimination related to their citizenship status or national origin in the hiring, firing, and employment eligibility verification and reverification process immediately to the Office of Special Counsel by directing the affected individual to the Office of Special Counsel's worker hotline and website, and advise the affected individual of his or her right to call the Office of Special Counsel's hotline or file a charge of discrimination with the Office of Special Counsel; and
  - (c) Prohibit 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.
- 9. For the two (2) years following the effective date of this Agreement, 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 twenty (20) days prior to the effective date of such revised policies.
- 10. Within ninety (90) days of the effective date of this Agreement, all individuals in Respondent's Human Resources Department, Inc. who are responsible for formulating, conducting training on, and/or implementing Respondent's employment eligibility verification and reverification policies, including completion of the Form I-9, shall join the Office of Special Counsel's email distribution list, and shall attend a training on their obligation to comply with 8 U.S.C. § 1324b in the employment eligibility verification and re-verification process, provided by the Office of Special Counsel.
  - (a) All employees will be paid their normal rate of pay during the training, 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 two (2) years from the effective date of this Agreement, all employees hired to handle hiring or employment eligibility verification processes in the Human Resources Department of NetJets Services, Inc. after the training has been conducted shall attend an Office of Special Counsel Employer/HR webinar presentation within sixty (60) days of hire. Participants shall register for the webinar presentation at [www.justice.gov/crt/about/osc/webinars.php](http://www.justice.gov/crt/about/osc/webinars.php). Any individuals who have not been trained within sixty (60) days of hire pursuant to this paragraph shall not be permitted to perform any employment eligibility verification functions.
  - (c) Respondent shall compile attendance records listing the individuals who attend the training described in this paragraph in the form of an attachment, including their full name, title, signature, and the date of the training, and send them via email to [Pablo.Godoy@usdoj.gov](mailto:Pablo.Godoy@usdoj.gov) within ten (10) days of each training session.

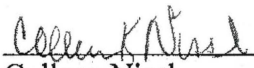
11. For the two (2) years following the Effective Date of this Agreement, the Office of Special Counsel reserves the right to make reasonable inquiries of Respondent necessary to determine Respondent's compliance with this Agreement. As part of such review, the Office of Special Counsel may require written reports concerning compliance, inspect Respondent's premises, examine witnesses, and examine and copy Respondent's documents.
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 may in its sole discretion notify Respondent of the purported violation without opening an investigation. Respondent will then be given thirty (30) days from the date it is notified by the Office of Special Counsel in which to cure the violation to the satisfaction of the Office of Special Counsel before Respondent is deemed by the Office of Special Counsel to be in violation of this Agreement.
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, 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 and the entities on whose behalf Respondent completed the Form I-9 employment eligibility verification process relating to the Investigation through the date this Agreement is signed by all parties.
15. The provisions of paragraph 1 notwithstanding, the Office of Special Counsel shall not seek from Respondent or any of the entities for whom Respondent completed the Form I-9 employment eligibility verification process, any additional civil penalty for the pattern or practice of unfair documentary practices in violation of 8 U.S.C. § 1324b(a)(6) that is the subject of the instant independent investigation, designated as DJ Number 197-58-60, through the Effective Date of this Agreement.
16. This Agreement shall be enforced in the United States District Court for the Southern District of Ohio.
17. The Office of Special Counsel and Respondent agree that, as of the effective date of this Agreement, litigation concerning the violations of 8 U.S.C. § 1324b that the Office of Special Counsel has reasonable cause to believe that Respondent committed 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 shall not, individually or in combination with another, seek to have any court declare or determine any provision of this Agreement to be invalid.

19. The Office of Special Counsel and Respondent shall bear their own costs, attorneys' fees and other expenses incurred in this action.
20. This Agreement shall be executed in multiple counterparts, each of which together will be considered an original but all of which shall constitute one agreement. The parties agree to be bound by facsimile signatures.
21. This Agreement sets forth the entire agreement between the Respondent and OSC and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter herein.

**NetJets Services, Inc.,**

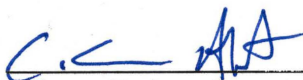
By:

  
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Colleen Nissl  
EVP, General Counsel

Dated: 5/10/16

**Office of Special Counsel for Immigration-Related Unfair Employment Practices**

By:

  
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Alberto Ruisanchez  
Deputy Special Counsel

Dated: 5/13/16

Sebastian Aloom  
Special Litigation Counsel

Pablo A. Godoy  
Trial Attorney