

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE is made and entered into by and among Macy's Inc. ("Respondent"), Elena Rush Noel ("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 October 28, 2009, the Office of Special Counsel received a charge filed by the 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 unfair documentary practices in violation of the Act.

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:

1. Respondent agrees to pay the Charging Party three-hundred dollars and zero cents (\$300.00) in back pay, plus interest, minus required tax deductions.
2. The payment to the Charging Party discussed in the preceding paragraph shall be paid directly to the Charging Party, by certified or registered mail, return receipt requested, within 10 days from the date Respondent receives a fully signed copy of this Settlement Agreement and General Release ("Agreement"). Respondent will provide the Office of Special Counsel with a copy of the cover letter and check, including attachments, within the ten-day period. The copies should be addressed to: Phil Telfeyan, Trial Attorney, 1425 New York Avenue NW, Suite 9000, Washington, D.C. 20005.
3. Respondent agrees that it shall not discriminate on the basis of citizenship status in violation of 8 U.S.C. § 1324b.
4. Respondent agrees that it will treat all individuals equally, without regard to citizenship or immigration status, 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. Respondent agrees to include language in its policies to ensure compliance with such conditions.
5. Respondent agrees to post a copy of the attached Notice provided by the United States Department of Justice (Attachment A) at the Orlando, Florida store located on S. Orange

Blossom Trail ("Orlando store") in all places where notices to employees are normally posted and all places where job applicants receive information. The Notice will be posted within 30 days from the date that Respondent receives a fully signed copy of this Agreement and will remain posted for at least one year thereafter.

6. Respondent agrees to distribute a copy of the attached Handbook for Employers (Attachment B), and revised USCIS Form I-9 (Attachment C), to all managers and employees within the district in which the Orlando store is located who have any role in completing the USCIS Form I-9, or who instruct employees or prospective employees on the proper completion of the form.
7. Within 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 within the district in which the Orlando store is located 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 USCIS Form I-9, and/or who instruct employees or prospective employees on the proper completion of the form, 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.
8. Respondent will circulate Attachment D to all persons attending educational sessions required by this Agreement. Persons attending the training session or viewing the videotape shall complete Attachment D as evidence of Respondent's compliance with this 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.
9. Respondent agrees that the Office of Special Counsel may review compliance with this Agreement for a period of one year from execution of this Agreement. As a 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 at the expense of the Office of Special Counsel. Such requests must be fully satisfied by Respondent within 10 business days of receipt of a written request from the Office of Special Counsel to Respondent's counsel.
10. The Charging Party agrees to withdraw with prejudice the charge filed against Respondent on October 28, 2009, 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 and 2 of this Agreement, and will dismiss the charge in accordance therewith.

11. 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 she filed on October 28, 2009, with the Office of Special Counsel.
12. This Agreement may be enforced in the United States District Court for the Middle District of Florida.
13. This Agreement, subject to paragraph 14 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.
14. This Agreement does not affect the right of any individual (other than the Charging Party as set forth above in paragraphs 10–11) 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.
15. 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 1 and 2, 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 5–7.
16. 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.
17. 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.
18. The Special Counsel, Respondent, and the Charging Party agree to bear their own costs, attorneys' fees and other expenses incurred in this action.

19. 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.

Macy's Inc.

Dated: 6/21/2010

By: Susan McReynolds  
SUSAN McREYNOLDS  
Vice President of Human Resources  
for the Southeast Region

Charging Party

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
ELENA RUSH NOEL

Office of Special Counsel

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
KATHERINE A. BALDWIN  
Deputy Special Counsel

By: \_\_\_\_\_  
ELIZABETH I. HACK  
Special Litigation Counsel

By: \_\_\_\_\_  
PHIL TELFEYAN  
Trial Attorney  
Office of Special Counsel for  
Immigration-Related Unfair  
Employment Practices  
950 Pennsylvania Avenue NW  
Washington, D.C. 20530

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Macy's Inc.

Dated: 6/21/2010

By: Susan McReynolds  
 SUSAN McREYNOLDS  
 Vice President of Human Resources  
 for the Southeast Region

Charging Party

Dated: 6/30/2010

By: Elena Rush Noel  
 ELENA RUSH NOEL

Office of Special Counsel

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
 KATHERINE A. BALDWIN  
 Deputy Special Counsel

By: \_\_\_\_\_  
 ELIZABETH I. HACK  
 Special Litigation Counsel

By: \_\_\_\_\_  
 PHIL TELFEYAN  
 Trial Attorney  
 Office of Special Counsel for  
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 950 Pennsylvania Avenue NW  
 Washington, D.C. 20530

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Macy's Inc.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
SUSAN McREYNOLDS  
Vice President of Human Resources  
for the Southeast Region


Charging Party

Dated: \_\_\_\_\_


By: \_\_\_\_\_  
ELENA RUSH NOEL

Office of Special Counsel

Dated: 7/1/10

By:   
KATHERINE A. BALDWIN  
Deputy Special Counsel

By:   
ELIZABETH I. HACK  
Special Litigation Counsel

By:   
PHIL TELFEYAN  
Trial Attorney  
Office of Special Counsel for  
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