

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE is made and entered into by and among Education Management Corporation ("EDMC"), Argosy University ("Respondents"), [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 August 25, 2009, the Office of Special Counsel received a charge filed by the Charging Party against Respondent alleging citizenship status discrimination and intimidation 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 Respondents committed citizenship status discrimination and intimidation in violation of the Act.

WHEREAS, Respondents 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. Respondents agree to pay the Charging Party seven thousand, one hundred dollars and no cents (\$7,100) plus interest minus required tax deductions, if any. Interest will be calculated at the rate of four percent (4.0%), as determined by the Internal Revenue Service's formula for interest on tax underpayments in effect during the quarter beginning July 1, 2009, and ending September 30, 2009.
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 ten days from the date Respondents receive a fully signed copy of this Settlement Agreement and General Release ("Agreement"). Respondents will provide the Office of Special Counsel with a copy of the cover letter and check, including attachments, within the ten-day period.
3. Respondents agree that it shall not discriminate on the basis of citizenship status or national origin in violation of 8 U.S.C. § 1324b.
4. Respondents agree that it shall not intimidate or retaliate against any individual as prohibited by 8 U.S.C. § 1324b.
5. Respondents agree that it will not discriminate, intimidate, or retaliate against the Charging Party or any other person for his or her participation in this matter.

6. Respondents agree 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 ninety days from the date that Respondents receive a fully signed copy of this Agreement and will remain posted for one year thereafter.
7. Respondents agree to distribute a copy of its amended "Policy Regarding the Hiring of Aliens Who Require Employer Sponsorship" (Attachment B) to all employees who are responsible for formulating and/or carrying out Respondents' employment eligibility verification policy, including all managers and human resources employees who have any role in completing the DHS Form I-9 (collectively, "Affected Employees.") For these purposes, effective distribution may be accomplished by sending to each Affected Employee an electronic link to the policy on Respondents' internal policy database.
8. Within ninety days of receipt of a fully signed copy of this Agreement, Respondents will include in its mandatory training for all new managers a specific section regarding their responsibilities under 8 U.S.C. § 1324b.
9. Within one hundred and twenty days of receipt of a fully signed copy of this Agreement, Respondents will ensure that all Affected Employees have:
 - a) attended a seminar concerning an employer's obligations under 8 U.S.C. § 1324b; or
 - b) viewed an educational videotape regarding 8 U.S.C. § 1324b. The videotape is available online at <http://www.justice.gov/crt/osc/>. Alternatively, the Office of Special Counsel will provide hard copies of the video to Respondents at their request;
10. Respondents agree 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 Respondents' premises, examine witnesses, and examine and copy Respondents' documents at the expense of the Office of Special Counsel. Such requests must be fully satisfied by Respondents within ten business days of receipt of a written request from the Office of Special Counsel to Respondents' counsel.
11. The Charging Party agrees to withdraw with prejudice the charge filed against Respondents on August 25, 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 paragraph one of this Agreement, and will dismiss the charge in accordance therewith.

12. The Charging Party hereby waives, releases and covenants not to sue or commence any proceeding against Respondents 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 on August 25, 2009, with the Office of Special Counsel.
13. This Agreement may be enforced in the United States District Court for the Western District of Pennsylvania.
14. This Agreement, subject to paragraph fifteen 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.
15. This Agreement does not affect the right of any individual (other than the Charging Party as set forth above in paragraphs eleven and twelve) to file a charge alleging an unfair immigration related employment practice against Respondents 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.
16. The Office of Special Counsel and Respondents agree, in the event the Charging Party does not sign this Agreement, to be bound by the terms of this Agreement except for paragraph one, 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.
17. 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. Respondents, 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.
18. This Agreement is neither an admission by Respondents of any act in violation of 8 U.S.C. § 1324b nor an admission by the United States of the merits of any of Respondents' defenses.
19. The Special Counsel, Respondents, and the Charging Party agree to bear their own costs, attorneys' fees and other expenses incurred in this action.

20. 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.
21. 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.

Respondents, Education Management Corporation (EDMC) and
Argosy University

Dated:

4/28/10

By:

J. Devitt Kramer

J. Devitt Kramer, Esq., Attorney for Respondents

Charging Party

Dated:

04/29/10

By:

[Redacted Signature]

Office of Special Counsel

Dated:

5.3.2010

By:

Katherine A. Baldwin

Katherine A. Baldwin
Deputy Special Counsel
Erik Lang
Senior Trial Attorney
Office of Special Counsel for
Immigration Related Unfair
Employment Practices