

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made and entered into by and among Martin Farms (“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 August 16, 2010, the Office of Special Counsel made complete a charge of discrimination filed by [REDACTED] (“Charging Party”) against the Respondent alleging an unfair documentary practice in violation of the immigration-related employment practices provisions of 8 U.S.C. § 1324b (the “Act”);

WHEREAS, the Office of Special Counsel and the Respondent acknowledged that they are voluntarily entering into this Settlement Agreement.

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, it is agreed as follows:

1. 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. Respondent further agrees not to place any reference to the charge or Agreement in the Charging Party’s personnel file and/or other employment records.
2. Respondent agrees that it shall not discriminate on the basis of citizenship status and national origin in violation of 8 U.S.C. § 1324b.
3. Respondent will treat all individuals equally, without regard to citizenship/immigration status or national origin during the employment eligibility verification and reverification process. It will: (1) honor 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); (2) not request more or different documents than are required by law; and (3) permit employees to present any documents or combination of documents acceptable by law, regardless of their citizenship status or national origin.
4. Respondent agrees to give first consideration to the Charging Party in hiring of farm workers in 2011.
5. Respondent agrees to take steps to attract all qualified individuals, including U.S. citizens, U.S. nationals, lawful permanent residents, refugees and asylees, and not discriminate against them in the recruitment process.
6. Respondent will retain, for a period of three years, the name and address of each individual who applies for or is referred for a job at Martin Farms.

7. Within ninety days of receipt of a fully signed copy of this Agreement, Respondent will ensure that all Martin Farms employees involved in the hiring or recruitment processes view an educational videotape regarding 8 U.S.C. § 1324b. The Office of Special Counsel records indicate that Mr. [REDACTED] and Ms. [REDACTED] viewed this video on March 14, 2011, in conjunction with a training session held by the Office of Special Counsel.
8. Respondent agrees that the Office of Special Counsel may review compliance with this Agreement for a period of three (3) years 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 ten business days of receipt of a written request from the Office of Special Counsel.
9. Respondent agrees to cooperate with the Office of Special Counsel in any current and future investigation of [REDACTED] and/or Head Honchos, LLC.
10. This Agreement may be enforced in the United States District Court for the Eastern District of Michigan.
11. 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.
12. This Agreement sets forth the entire agreement between the Respondent and the Office of Special Counsel hereto, and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter herein.
13. 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.

Martin Farms

Dated: 3-17-2011

By:



Office of Special Counsel

By:

Katharine Baldwin
Deputy Special Counsel

Elizabeth Lick
Special Counsel

Dated: _____

Liza P. M.
Trial Attorney
Joann H. B.
Equal Opportunity Specialist
U.S. Department of Justice
Civil Rights Division
Office of Special Counsel for
Immigrant and Refugee Affairs
Employment Practices

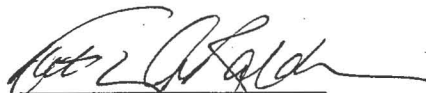
Martin Farms

Dated: _____


By: _____

Office of Special Counsel

By: _____



Katherine A. Baldwin
Deputy Special Counsel



Elizabeth I. Hack
Special Litigation Counsel

Dated: 3/27/11



Liza Zand
Trial Attorney
Joann Sazama
Equal Opportunity Specialist
U.S. Department of Justice
Civil Rights Division
Office of Special Counsel for
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Employment Practices