

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into between Hilton Worldwide, 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 September 2, 2014, the Office of Special Counsel received a charge filed by ("Charging Party") against Respondent, DJ# 197-17m-231 (the "OSC Charge"), alleging a violation of the unfair immigration-related employment practices provisions of 8 U.S.C. § 1324b (the "Act").

WHEREAS, the Office of Special Counsel concluded based upon its investigation of the OSC Charge that there is reasonable cause to believe that Respondent committed document abuse in violation of the Act against the Charging Party. Specifically, the Office of Special Counsel found reasonable cause to believe that Respondent required the Charging Party to present a Form I-9, List A document when it reverified his employment eligibility because of his immigration status.

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

WHEREAS Respondent understands its responsibilities under 8 U.S.C. § 1324b to treat all individuals equally, without regard to citizenship or immigration status, or national origin, during the hiring, firing, and employment eligibility verification and re-verification process.

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained and to fully and finally resolve the OSC Charge as of the date of this Agreement, it is agreed as follows:

1. Respondent shall pay a civil penalty to the United States Treasury in the amount of five hundred and fifty dollars (\$550.00).
2. The monies discussed in paragraph 1 shall be paid via the FedWire electronic fund transfer system within ten (10) business days from the effective date of this Agreement. The Office of Special Counsel shall provide Respondent with fund transfer instructions. Within two business (2) days of payment, Respondent shall confirm via email to Liza Zamd at Liza.Zamd@usdoj.gov that payment was made.
3. Respondent shall pay the Charging Party twelve thousand, six hundred dollars (\$12,600.00) in back pay. Respondent shall withhold applicable taxes based on the tax rates of the current calendar year. Respondent shall follow the applicable instructions contained in IRS Publication 957.

4. Within seven (7) days after the Charging Party signs the release, Respondent shall pay the monies discussed in paragraph 3 by company check payable to the Charging Party and mailed to the Charging Party via express delivery service or express mail. Within two business (2) days of when Respondent mails the check, Respondent shall send via email to Liza Zamd at [Liza.Zamd@usdoj.gov](mailto:Liza.Zamd@usdoj.gov) a copy of such check and the express delivery service tracking number, if applicable.
5. Any release of claims Respondent requires Charging Party to sign as a condition of the payment of monies discussed in paragraph 3 shall be submitted to the Office of Special Counsel for approval. The release of claims must be limited to the OSC Charge and any alleged citizenship, immigration status, or national origin discrimination allegations that were raised in the OSC Charge.
6. Respondent shall not intimidate, threaten, coerce, or retaliate against the Charging Party or any other person for his or her participation in this matter or the exercise of any right or privilege secured by 8 U.S.C. § 1324b.
7. 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 8.5” x 11”, an image of which is available at <http://www.justice.gov/crt/about/osc/htm/worker.php#>, in all places in its Florida Hotels (as defined in Paragraph 8 below) 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 Spanish.
8. For two (2) years from the effective date of this Agreement, Respondent shall ensure that all individuals in its owned or managed Florida Hotels (which fall under the purview of the HR Regional Director responsible for the former Waldorf Astoria Naples, and as listed in attached Exhibit A) who are responsible for formulating, carrying out, and/or conducting training on Respondent's hiring, firing, equal employment, and employment eligibility verification policies, including all managers and employees who have any role making employment eligibility decisions, such as completing the Form I-9 (“Human Resources Personnel”), 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).
9. Within thirty (30) days of the effective date of this Agreement, Respondent shall revise the Human Resources Procedures Manual(s) (“HRP Manual”) used in the United States. Respondent shall provide relevant portions of the HRP Manual(s) for review and approval by the Office of Special Counsel. Respondent’s HRP Manual and related training material shall be revised to:
  - (a) Prohibit (1) any requests for 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) any difference in treatment of individuals, on the basis of citizenship status or national origin, during the employment eligibility verification and re-verification process.

- (b) Refer applicants and employees working in Florida who complain, formally or informally, of discrimination in the hiring, firing, or employment eligibility verification and re-verification process immediately to the Office of Special Counsel by directing the affected individual to the OSC Poster and the Office of Special Counsel's worker hotline and website, and advise the affected individual of his or her right to file a charge of discrimination with the Office of Special Counsel.
- (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.

10. During the two (2) years following the effective date of this Agreement (the "Reporting Period"), Respondent shall provide any changes in the HRP Manual and other related training material as they relate to nondiscrimination on the basis of citizenship status and national origin to the Office of Special Counsel for approval at least thirty (30) days prior to the effective date of such revised policies.

11. Within ninety (90) days of the effective date of this Agreement, all Human Resources Personnel working at the Florida Hotels listed in Exhibit A 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) The training will consist of viewing a remote webinar presentation. 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). If possible, the Office of Special Counsel will record the webinar and make it available electronically for Respondent personnel who were not able to attend the live presentation.
- (b) 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 personnel attending these training sessions.
- (c) For a period of two (2) years from the effective date of this Agreement, all new Human Resources Personnel working at the Florida Hotels listed in Exhibit A hired by Respondent after the training described in this

paragraph has been conducted shall attend an Office of Special Counsel Employer/HR webinar within sixty (60) days of hire. 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.


12. During the Reporting Period, the Office of Special Counsel reserves the right to make reasonable inquiries necessary to determine Respondent's compliance with 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 applicable documents.
13. 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 a thirty (30) day period from the date it is notified by the Office of Special Counsel in which to cure the violation before Respondent is deemed by the Office of Special Counsel to be in violation of this Agreement.
14. 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.
15. The provisions of paragraph 1 notwithstanding, the Office of Special Counsel shall not seek from Respondent any additional civil penalty for unfair documentary practices in Florida in violation of 8 U.S.C. § 1324b that are subject of the OSC Charge through the date this Agreement is signed by all parties.
16. This Agreement may be enforced in the United States District Court for the Southern District of Florida or any other court of competent jurisdiction.
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 that any provision of this Agreement invalid.

19. The Office of Special Counsel and Respondent shall bear their own costs, attorneys' fees and other expenses incurred in this action.
20. The Office of Special Counsel and Respondent agree that neither this Settlement Agreement nor the furnishing of any consideration under the agreement shall be deemed or construed at any time or for any purposes as an admission by Respondent of wrongdoing or evidence of any liability or unlawful conduct of any kind.
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. The parties shall be bound by facsimile or electronic signatures.

**Hilton Worldwide, Inc.**


By:

  
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Charles Corbin  
Senior Vice President &  
Assistant General Counsel

Dated: 3/2/15

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

By:

  
\_\_\_\_\_  
Alberto Ruisanchez  
Deputy Special Counsel

Dated: 3/9/15

Sebastian Aloom  
Special Litigation Counsel

Liza Zamd  
Trial Attorney