

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”) is made and entered into by and between Automotive Creations, Inc. (“Automotive”), Dynamic Auto Images, Inc. (“Dynamic”), Prestige Auto Specialists, Inc. (“Prestige”), and Expert Automotive Reconditioning, Inc. (“Expert”) (collectively, “Respondents”), and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section (“IER”), (together, the “Parties”).

I. BACKGROUND

WHEREAS, on January 8, 2018, IER notified Automotive that it had initiated an investigation under 8 U.S.C. § 1324b(d)(1), DJ no. 197-12C-1622, to determine whether Automotive engaged in unfair documentary practices prohibited under the anti-discrimination provision of the Immigration and Nationality Act, 8 U.S.C. § 1324b(a)(6) (“Act”);

WHEREAS, on March 18, 2019, IER notified Dynamic, Prestige, and Expert that it was investigating whether the companies engaged in unfair documentary practices prohibited under the Act, DJ nos. 197-12C-1662, 197-12C-1663, 197-12C-1664, respectively;

WHEREAS, IER determined, based upon its investigations of Respondents (together, the “Investigations”), that there is reasonable cause to believe that Respondents engaged in a pattern or practice of unfair documentary practices in violation of 8 U.S.C. § 1324b(a)(6). Specifically, the Investigations found that Respondents required Lawful Permanent Residents, but not similarly-situated U.S. citizens, to present specific documents during employment eligibility verification (“EEV”) processes because of their citizenship status;

WHEREAS, the Parties wish to resolve IER’s reasonable cause findings without further delay or expense 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 the Investigations, the Parties agree as follows:

II. TERMS OF SETTLEMENT

1. This Agreement becomes effective as of the date the last party signs the Agreement, referenced herein as the “Effective Date.” The “term of this Agreement” shall be three years following the Effective Date.
2. Respondents shall pay a total civil penalty of one hundred fifty-nine thousand dollars and no cents (\$159,000.00) to the United States Treasury to be allocated as follows:
 - (a) Automotive shall pay a total civil penalty of \$64,500.00 (\$12,000.00 payable on or before September 3, 2019 and four consecutive payments of \$13,125.00 to be paid on March 2, 2020; October 1, 2020; March 1, 2021; and October 1, 2021);

- (b) Expert shall pay a total civil penalty \$45,000.00 (\$9,000.00 payable on or before September 3, 2019 and four consecutive payments of \$9,000.00 to be paid on March 2, 2020; October 1, 2020; March 1, 2021; and October 1, 2021);
- (c) Dynamic shall pay a total civil penalty of \$34,500.00 (\$6,000.00 payable on or before September 3, 2019 and four consecutive payments of \$7,125.00 to be paid on March 2, 2020; October 1, 2020; March 1, 2021; and October 1, 2021); and
- (d) Prestige shall pay a total civil penalty of \$15,000.00 (\$3,000.00 payable on or before September 3, 2019 and four consecutive payments of \$3,000.00 to be paid on March 2, 2020; October 1, 2020; March 1, 2021; and October 1, 2021).

Each Respondent shall be obligated to pay only the amount of the civil penalty allocated to that Respondent.

- 3. Respondents shall provide IER with the name, job title, email address, and telephone number of the individual responsible for effectuating the civil penalty payments no later than three days after the Effective Date.
- 4. IER shall provide Respondents the initial fund transfer instructions in advance of each payment date. Respondents shall pay the monies discussed in Paragraph 2 via the FedWire electronic fund transfer system. Respondents shall coordinate that the above civil penalty payments be made in a single payment at the time it is due. For example, on September 3, 2019, a single payment in the amount of \$30,000.00 shall be made by Respondents, with a memo notation or email to Jasmin Lott at Jasmin.Lott@usdoj.gov (or any other individual IER designates) stating the amount each Respondent is contributing to the payment. Similarly, on March 2, 2020 (and three more times thereafter) a single payment in the amount of \$32,250.00 shall be made by Respondents with a memo notation or email to Jasmin Lott at Jasmin.Lott@usdoj.gov (or any other individual IER designates) stating the amount each Respondent is contributing to the payment. On each day of payment, Respondents shall send confirmation of the payment to Jasmin Lott at Jasmin.Lott@usdoj.gov (or any other individual IER designates).
- 5. The provisions of Paragraph 2 notwithstanding, IER shall not seek from Respondents any additional civil penalty for the pattern or practice of unfair documentary practices committed in violation of 8 U.S.C. § 1324b that is the subject of the Investigations through the Effective Date.
- 6. Pursuant to 8 U.S.C. § 1324b, Respondents shall not discriminate against applicants or employees based on citizenship, immigration status, or national origin, during the recruitment hiring, firing, and EEV processes.
- 7. Respondents shall avoid discrimination in the EEV processes 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.

8. Respondents 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.
9. Respondents shall post an English and Spanish version of IER's "If You Have The Right to Work" poster ("IER Poster"), in color and measuring no smaller than 8.5" by 11", an image of which is available at <https://www.justice.gov/crt/worker-information#poster>, in all places where notices to employees and job applicants are normally posted. Respondents shall post the IER Poster within 14 days from the Effective Date and will maintain the poster for three years thereafter.
10. Throughout the term of this Agreement, Respondents shall provide a copy of the most current version of the Form I-9 Lists of Acceptable Documents ("Lists") to employees, and provide individual copies as needed, at the same time as Respondents provide them with the Form I-9 to complete, and shall inform those individuals of their right to choose to present any document(s) that are on the Lists or are otherwise acceptable for purposes of EEV.
11. During the term of this Agreement, Respondents shall ensure that all individuals who are responsible for formulating, providing training on, or implementing Respondents' hiring, firing, equal employment, and EEV policies, including all Area Managers, Location Managers, and employees who have any role in the EEV process, such as completing the Form I-9, using the E-Verify program, and/or requesting documentation from employees for the Form I-9 ("Human Resources Personnel"), have available:
 - (a) the most current version of the Form I-9 instructions, available at www.uscis.gov/I-9,
 - (b) the most current USCIS Employment Eligibility Verification Handbook for Employers (M-274) ("Handbook"), available at www.uscis.gov/i-9-central, and
 - (c) the most current USCIS E-Verify Manual (M-775) ("Manual"), available at www.e-verify.gov/e-verify-user-manual.
12. Within 60 days of the Effective Date, Respondents will revise any existing written employment policies, or develop new written policies, that relate to nondiscrimination in hiring, EEV, or termination, and provide them to IER for review and approval. Respondents' employment policies shall:
 - (a) prohibit discrimination on the basis of citizenship or immigration status (as appropriate) and national origin in the hiring and firing processes, and during the EEV processes;

- (b) prohibit retaliation, intimidation, or reprisal against any individual 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;
 - (c) be made available to applicants and employees; and
 - (d) refer applicants and employees who complain, formally or informally, of discrimination in the hiring, firing, or EEV process to the IER Poster and IER's worker hotline (800-255-7688) and website (www.justice.gov/ier), and advise the affected individual of his or her right to file a charge of discrimination with IER.
- 13. Within 90 days of the Effective Date, Respondents shall train all Human Resources Personnel on 8 U.S.C. § 1324b, the appropriate use of E-Verify, and the EEV process as it relates to discrimination on the basis of citizenship, immigration status, and national origin.
 - (a) The training will consist of viewing a free IER webinar presentation, or, subject to the mutual agreement of the Parties, a live IER presentation.
 - (b) Respondents shall pay all employees their normal rate of pay, and the training will occur during their normally scheduled workdays and work hours.
 - (c) During the term of the Agreement, all new Human Resources Personnel shall attend an IER Employer/HR webinar training within 60 days of hire or promotion. Respondents may find the webinar schedule and registration links at www.justice.gov/crt/webinars.
 - (d) Respondents shall compile attendance records listing the individuals who attend the training described in this paragraph, including each individual's full name, job title, employer, signature, and the date of the training, and shall send the record via email to Jasmin Lott at Jasmin.Lott@usdoj.gov or any other individual IER designates within 10 days of each training session. The emails transmitting attendance records shall include Respondent's name and the investigation number in the subject line.
- 14. Within 120 days of the Effective Date, Respondents shall provide all Human Resources Personnel with training that assesses their understanding of the Form I-9 process and rules as follows:
 - (a) Respondents shall require these individuals to answer 20 multiple choice measurement and assessment questions that IER provides Respondents. The individuals answering the measurement and assessment questions may refer to written government resources, including but not limited to, the Form I-9 and its instructions, the Handbook, and/or USCIS's I-9 Central website, when answering the questions. Respondents shall review and score each individual's responses to the questions.

- (b) If any individual answers a question incorrectly, Respondents shall, within 3 days, require the individual who answered incorrectly to read one or more of the government resources outlined in Paragraph 14(a) and answer the question(s) again until the individual answers the question(s) correctly. Within 10 days after completion of the measurement and assessment described in this paragraph, Respondents will provide IER with:
- i. A list of the questions any individual answered incorrectly, and the incorrect answer(s) each individual selected; and
 - ii. A confirmation/certification that the assessment was given to all Human Resources Personnel, and that Respondents complied with all provisions in Paragraph 14 of the Agreement.
15. During the term of this Agreement, IER reserves the right to make reasonable inquiries as it believes necessary or appropriate to assess Respondents' compliance with this Agreement, including but not limited to, requiring written reports from Respondents concerning their compliance; inspecting Respondents' premises; interviewing Respondents' employees, officials or other persons; and requesting copies of Respondents' documents.
16. Within 10 days of the Effective Date and every 90 days thereafter during the term of this Agreement, Respondents shall provide IER with all Forms I-9 and any attachments in which any Respondent completed Section 2 or Section 3 in the previous 90 days.
17. Nothing in this Agreement limits IER's right to inspect Respondents' Forms I-9 pursuant to 8 C.F.R. § 274a.2(b)(2)(ii).
18. This Agreement does not affect the right of any individual to file an IER charge alleging an unfair immigration-related employment practice, IER's authority to investigate Respondents or file a complaint on behalf of any such individual, or IER's authority to conduct an independent investigation of any of Respondents' employment practices.

III. ADDITIONAL TERMS OF SETTLEMENT

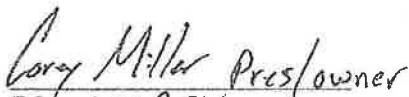
19. If IER has reason to believe that one or all Respondents are in violation of any provision of this Agreement, IER may, in its sole discretion, notify the relevant Respondent(s) of the purported violation rather than initiate a new discrimination investigation or seek to judicially enforce the Agreement. The relevant Respondent(s) shall have 30 days from the date of IER's notification to provide IER with information and/or cure any violation(s) to IER's satisfaction before IER deems the relevant Respondent(s) to be in violation of this Agreement.
20. The United States District Court for the Central District of California shall be the preferred venue for enforcement of any claims over which that court has subject matter jurisdiction. Otherwise, a party must bring any claim or counterclaim to enforce the agreement in a court of competent jurisdiction. This provision does not constitute a

waiver of sovereign immunity or any other defense the United States might have against a claim for enforcement or counterclaims asserted against it.

21. The Parties acknowledge that, as of the Effective Date, litigation concerning the violations of 8 U.S.C. § 1324b relating to the Investigations is not reasonably foreseeable. To the extent that any 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 any party of any other obligations imposed by this Agreement.
22. Should any court declare or determine any provision of this Agreement to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected and the terms or provisions shall be deemed not to be a part of this Agreement. The Parties shall not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement is invalid.
23. The Parties shall bear their own costs, attorneys' fees, and other expenses incurred.
24. This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements or understandings between the Parties pertaining to the subject matter herein. This Agreement is governed by the laws of the United States. This Agreement shall be deemed to have been drafted by both Parties and shall not be construed against any one party in the event of a subsequent dispute concerning the terms of the Agreement. The Parties acknowledge that the paragraphs set forth in Part II of this Agreement (entitled "Terms of Settlement") are material terms, without waiver of either Parties' right to argue that other terms in the Agreement are material.
25. 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 are bound by facsimile signatures.

Automotive Creations, Inc.

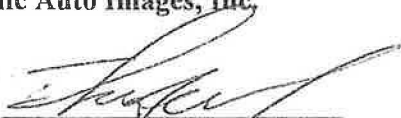
By:


[Name] COREY MILLER
[Title] PRESIDENT / OWNER

Dated: 8/7/19

Dynamic Auto Images, Inc.

By:


[Name] TOM MILLER
[Title] PRESIDENT / OWNER

Dated: 8-9-19

Prestige Auto Specialists, Inc.

By:

Tiffany Miller
[Name] TIFFANY MILLER
[Title] OWNER

Dated: 8-12-19

Expert Automotive Reconditioning, Inc.

By:

Eileen Miller
[Name] EILEEN MILLER
[Title] OWNER

Dated: 8/9/19

Immigrant and Employee Rights Section

By:

Alberto Ruisanchez
Alberto Ruisanchez
Deputy Special Counsel

Dated: 8-13-19

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