

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made and entered into by and among Garland Sales, Inc. (hereinafter "Respondent"), and the United States Department of Justice, Civil Rights Division, Office of Special Counsel for Immigration-Related Unfair Employment Practices (hereinafter "Office of Special Counsel").

WHEREAS, on July 14, 2009, the Office of Special Counsel received a charge filed by [REDACTED], (hereinafter "Charging Party") against the Respondent alleging discrimination and retaliation in violation of the anti-discrimination provision of 8 U.S.C. § 1324b.

WHEREAS, the Office of Special Counsel filed a complaint against Respondent with the Office of the Chief Administrative Hearing Officer ("OCAHO") on July 8, 2010.

WHEREAS, the Office of Special Counsel and the Respondent desire to settle fully and finally all claims arising from the aforementioned complaint.

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

1. Respondent agrees to pay to the United States ten thousand dollars (\$10,000) to settle all claims made by the Office of Special Counsel pursuant to 8 U.S.C. §1324b(a)(1), (a)(5), and (a)(6) for events occurring between December 22, 2008, and October 15, 2010. The United States will allocate such monetary relief as appropriate pursuant to 8 U.S.C. §1324b(g)(2).
2. The monies discussed in Paragraph 1, above, shall be paid by check payable to the "United States Department of Justice," c/o Kendra Keith, and mailed by overnight delivery service, along with a copy of the fully signed settlement agreement, to the following address, within thirty (30) days of Respondent's receipt of a fully signed copy of this Agreement:

Kendra Keith  
U.S. Department of Justice  
Civil Rights Division  
600 E Street, NW  
Room 3307  
Washington, DC 20004

On the same day the check is mailed, an e-mail will be sent to Erik Lang at Erik.Lang@usdoj.gov providing him with the overnight delivery service tracking number for this mailing and a scanned copy of the check.

3. Respondent agrees that it shall not discriminate on the basis of citizenship status or national origin or take retaliatory action against any employee, applicant for employment or other person, in violation of 8 U.S.C. § 1324b.

4. Respondent agrees that it will treat all individuals equally, without regard to citizenship status or national origin, during the employment eligibility verification and reverification process, 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, or requesting specific documents; and (c) permitting employees to present any document or combination of documents acceptable by law, regardless of their citizenship status.
5. Within ten (10) business days after receiving a fully executed copy of this Agreement, Respondent will adopt and prominently post, at its interior entrance where job applicants apply for employment and in all other places where notices to employees and job applicants are typically posted at its Dalton, Georgia facility, the following Equal Employment Opportunity policy statement in both English and Spanish:

Equal Employment Opportunity Employer: It is the policy of Garland Sales, Inc. that an individual's national origin or citizenship status shall play no role in any decision or action affecting the employment of any individual. Garland will (a) 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); (b) not request more or different documents than are required by law, nor request specific documents; and (c) permit employees to present any document or combination of documents acceptable by law, regardless of their citizenship status.
6. Within ten (10) business days after receiving a fully executed copy of this Agreement, Respondent agrees that it will include the Equal Employment Opportunity policy statement set out in Paragraph 5 above, in its personnel manual, on its website, and in all other written statements of personnel rules, policies and procedures it makes available to its employees, for a period of two (2) years.
7. Respondent agrees that it will not discriminate, retaliate or otherwise take adverse action against the Charging Party or any other person for his or her participation in this matter (including any investigation or inquiry undertaken pursuant to or in furtherance of this Agreement), or in any other matter arising in the future under 8 U.S.C. § 1324b.
8. For a period of eighteen (18) months, Respondent will post a sign in English and Spanish requesting that each employment applicant entering Respondent's Dalton facility note his/her full name and phone number in an application log that will be kept in the facility's front office window, accompanied by a functioning pen. Respondent will prepare a photo copy of the application log every one-hundred and twenty (120) days and transmit it by email to [liza.zamd@usdoj.gov](mailto:liza.zamd@usdoj.gov) within ten (10) business days of its preparation.
9. Within ten (10) business days after receiving a fully executed copy of this Agreement, Respondent agrees to post an English and Spanish version of the Office of Special Counsel "If You Have The Right to Work" poster ("OSC Poster"), in color and measuring no smaller than 18" x 24", an image of which is available at <http://www.justice.gov/crt/about/osc/htm/worker.php#>, which will be provided by the

Office of Special Counsel, in all places where notices to employees and job applicants are normally posted. Respondent agrees that these notices will remain posted for a minimum of three (3) years thereafter. Respondent also agrees to provide a letter-size copy of the OSC Poster with all paper employment applications, and an electronic link to the English and Spanish versions of the OSC Poster with all electronic applications, for a period of two (2) years .

10. Within five (5) business days of receipt of a fully signed copy of this Agreement, Respondent agrees to distribute a copy of the Handbook for Employers, which is available at <http://www.uscis.gov/files/form/m-274.pdf>, and Form I-9, or, as appropriate, updated or revised versions of either document, for a period of three (3) years, to all current or newly hired managers and employees who have any role in completing the Department of Homeland Security (DHS) Employment Eligibility Verification Form I-9, or who assist or instruct employees or prospective employees on the proper completion of the form.
  
11. Within twenty (20) business days of receipt of a fully signed copy of this Agreement, Respondent will adopt and implement a written policy describing its nondiscriminatory employment eligibility procedures and prohibiting discrimination on the basis of citizenship status, discrimination on the basis of national origin, and retaliation. The policy adopted and any subsequent changes shall be provided to the Office of Special Counsel within (10) calendar days. The written policy shall:
  - (a) State that Respondent: (1) will not prescreen job applicants, that is, it will not request employment eligibility verification documents from any individual prior to making an offer of employment; (2) will not discriminate on the basis of citizenship status or national origin; and (3) will treat all individuals equally, without regard to citizenship status or national origin, during the employment eligibility verification and reverification process;
  
  - (b) Provide for full investigation of complaints of document abuse, citizenship status discrimination, national origin discrimination and retaliation that shall be completed with sixty (60) days of the date the complaint is made;
  
  - (c) Provide that when any complaints are made, written findings of the results of the investigation and remedial actions proposed and/or taken will be made and maintained in Respondent's files, and the results of the investigation and remedial actions taken will be promptly communicated to the complainant;
  
  - (d) Provide that Respondent shall ensure that it takes no 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; and

- (e) Within five (5) business days of adoption, Respondent shall prominently post a copy of the written policy in all places where notices to employees and job applicants are normally posted,
12. One hundred and twenty (120) days after receipt of a fully signed copy of this Agreement, and for every one hundred and twenty (120) day period thereafter for a total period of two (2) years, Respondent shall transmit to the Office of Special Counsel copies of: (a) all Forms I-9 completed, along with all attachments, (b) any complaints, either written or oral, of document abuse, citizenship status discrimination, national origin discrimination or retaliation reported during the reporting period, (c) the name, address, phone number and citizenship status (if citizenship status is known) of all individuals who allege citizenship status discrimination or document abuse, either in writing or orally; (d) any written findings of the results of any investigation and remedial actions proposed and/or taken. The Office of Special Counsel will receive the documents and information detailed in this paragraph no later than ten (10) business days after the expiration of each one hundred and twenty (120) day period.
13. For a period of three (3) years after receipt of a fully signed copy of this Agreement, the Respondent agrees to make available to the Office of Special Counsel any record(s) it needs to ensure compliance with this agreement and 8 U.S.C. § 1324b, within five(5) business days of receipt of a written request by the Office of Special Counsel.
14. Within sixty (60) days of receipt of a fully signed copy of this Agreement, Respondent shall attend a training conducted or approved by the Office of Special Counsel concerning Respondent's responsibilities under 8 U.S.C. §1324b for all current employees 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 Form I-9, and/or who instruct employees or prospective employees on the proper completion of the Form I-9.
- (a) All employees will be paid their normal rate of pay, and the training will occur during their normally scheduled workdays and work hours. Respondent shall bear all costs associated with these training sessions;
  - (b) During the term of this Agreement, Respondent shall, within ten (10) business days of the annual anniversary date of the effective date of this Agreement, provide not less than one (1) hour of re-fresher and/or updated employment eligibility verification training to all employees subject to, and in accordance with, the terms set forth in this Paragraph and approved by the Office of Special Counsel; and
  - (c) Respondent will circulate Attachment A to all persons attending educational sessions required by this paragraph. Persons attending the training session or viewing the videotape shall complete Attachment A as evidence of Respondent's compliance with the preceding paragraph. The original of Attachment A, including signatures, will be mailed to the Office of Special Counsel by registered or certified mail, return receipt requested,

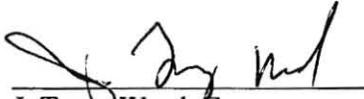
within ten (10) days of the training session.

15. Within ten (10) business days after receiving a fully executed copy of this Agreement and the payment referred to above in Paragraph 1, the Office of Special Counsel will file a motion with OCAHO to dismiss its complaint.
16. This Agreement may be enforced in the United States District Court for the Northern District of Georgia.
17. This Agreement resolves all differences among the parties relating to the charge filed by the Charging Party through October 15, 2010.
18. 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 or the right of the Office of Special Counsel to investigate or file a complaint on behalf of any such individual.
19. Unless expressly provided otherwise, Respondent agrees to be bound by the terms of this Agreement for a period of three (3) years from the date Respondent receives a fully signed copy of this Agreement
20. 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 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.
21. 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.
22. The Office of Special Counsel and Respondent agree to bear their own costs, attorneys' fees and other expenses incurred in this action.

23. 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 agree to be bound by facsimile signatures.

**Garland Sales Inc.**

By:



J. Tracy Ward, Esq.  
Counsel for Garland Sales, Inc.

Dated: 12-29-2011

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

By:



Seema Nanda  
Acting Deputy Special Counsel  
C. Sebastian Aloit  
Acting Special Litigation Counsel  
Erik Lang  
Liza Zamd  
Trial Attorneys

Dated: 12/30/2011

Attachment