

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into by and between ISS Facility Services, Inc. ("Respondent" or "ISS"), and the United States Department of Justice, Civil Rights Division, Office of Special Counsel for Immigration-Related Unfair Employment Practices ("Office of Special Counsel" or "OSC").

WHEREAS, by letters dated August 10, 2012, the Office of Special Counsel notified five offices in the Southwest Region of ISS that it had initiated an independent investigation ("Independent Investigation") under 8 U.S.C. § 1324b(d)(1) to determine whether those offices, either individually or jointly, engaged in a pattern or practice of discriminatory documentary practices based on citizenship status in violation of 8 U.S.C. § 1324b(a)(6).

WHEREAS, upon receipt of notice of OSC's independent investigation, Respondent voluntarily conducted an internal investigation of the employment eligibility verification policies and practices of each of the five offices receiving notice of OSC's investigation, identified the informal practices in three of those offices in which applicants were required to over-document eligibility to work in the United States or present more documentation than is legally required, and proposed corrective actions to address and resolve the identified practices of over-documentation and their consequences.

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained and to fully and finally resolve all disputes among the parties hereto as of the date of this Agreement, it is agreed as follows:

1. Pursuant to 8 U.S.C. § 1324b(g)(2)(B)(iv)(IV), Respondent agrees to pay to the United States Treasury the amount of forty-nine thousand and eight hundred dollars (\$49,800.00).
2. The monies discussed in paragraph 1 shall be paid via the FedWire electronic fund transfer system within ten (10) business days of Respondent's receipt of a fully signed copy of this Agreement and fund transfer instructions.
3. Respondent shall compensate and hire any work-authorized individuals who suffered economic harm, including suspension, termination, or other periods of lost work, as a result of Respondent's employment eligibility verification practices ("Injured Party") from November 1, 2011, to November 1, 2012.
  - (a) Within sixty (60) days following the effective date of this Agreement, Respondent agrees to (i) notify all individuals by U.S. mail, and where the Respondent has an electronic mail address for an individual, by electronic mail, whose employment eligibility was verified by Respondent from November 1, 2011, to November 1, 2012, and was not hired, to determine if any such individuals are entitled to compensation of lost wages, and (ii) to provide the Office of Special Counsel with contact information, including

home address, telephone number, mobile number, and email address, for all individuals notified;

- (b) The language of the initial notice to be sent to individuals pursuant to paragraph 3(a) shall be submitted to the Office of Special Counsel for approval.
  - (c) Within one hundred and fifty (150) days following the effective date of this Agreement, Respondent will determine and notify each Injured Party the amount it believes is owed;
  - (d) The language of the second notice to be sent to individuals pursuant to paragraph 3(c) indicating Respondent's proposed back pay award and the release of the Injured Parties' claims against Respondent shall be submitted to the Office of Special Counsel for approval.
  - (e) All Injured Parties who disagree with relief offered by Respondent shall be afforded the opportunity to submit such disagreement to the Office of Special Counsel for adjudication within thirty (30) days of Respondent's offer, and Respondent shall offer the relief as determined by the Office of Special Counsel;
  - (f) Respondent agrees to pay the amount owed to each Injured Party within forty-five (45) days after the Injured Party has signed a release;
  - (g) Respondent agrees to provide to the Office of Special Counsel a certified record signed by Respondent's counsel of the name and relief of each individual compensated within ten (10) days of providing relief to all Injured Parties; and
  - (h) For one (1) year following the effective date of this Agreement, Respondent agrees to compensate and hire, pursuant to the provisions of this paragraph, all eligible individuals identified by the Office of Special Counsel.
4. Any monies used to compensate individuals pursuant to paragraph 3 shall be paid by check payable to each respective individual mailed via certified mail. Respondent may withhold applicable taxes based on the tax rates of the calendar year the monies are paid.
  5. Respondent agrees that it shall not discriminate on the basis of citizenship status or national origin in violation of 8 U.S.C. § 1324b.
  6. Respondent agrees that it will 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. Respondent shall avoid discrimination in the employment eligibility verification and re-verification 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, and (c) permitting all employees to present any document or combination of documents acceptable by law.

7. For two (2) years from the effective date of this Agreement (the "Reporting Period"), Respondent agrees to ensure that all individuals 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 in making or approving employment eligibility decisions, such as completing the Form I-9 and/or using the E-Verify system ("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) and the most current USCIS E-Verify Manual (M-775) ("Manual"), available at [www.uscis.gov/USCIS/Verification/E-Verify/E-Verify\\_Native\\_Documents/manual-employer\\_comp.pdf](http://www.uscis.gov/USCIS/Verification/E-Verify/E-Verify_Native_Documents/manual-employer_comp.pdf). Copies of these documents and future revisions of the Form I-9, Handbook, and Manual can be obtained from the United States Citizenship and Immigration Services at [www.uscis.gov](http://www.uscis.gov).
8. Within thirty (30) days of receipt of a fully signed copy of this Agreement, Respondent will review its employment policies as they relate to nondiscrimination on the basis of citizenship status and national origin and shall, as necessary, revise such policies to:
  - (a) Prohibit (1) the requesting of 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 hiring and firing process; and (3) any difference in treatment of individuals, on the basis of citizenship status or national origin, during the Form I-9 employment eligibility verification and re-verification process.
  - (b) Refer applicants and employees who complain, formally or informally, of discrimination in the employment eligibility verification and re-verification process, whether through Form I-9 and/or E-Verify, 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) Provide that Respondent shall not take 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.
  - (d) During the Reporting Period, Respondent shall provide any changes in employment policies as they relate to nondiscrimination on the basis of citizenship status and national origin to the Office of Special Counsel for

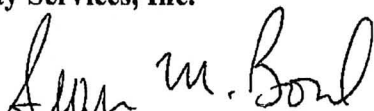
review at least thirty (30) days prior to the effective date of such revised policies.

9. By the end of calendar year 2013, all employees with any role in the employment eligibility verification process for Respondent's Southwest Region locations shall receive mandatory training provided or approved by the Office of Special Counsel on their responsibilities to comply with 8 U.S.C. § 1324b, the appropriate use of E-Verify, and the employment eligibility verification and re-verification process as it relates to discrimination on the basis of citizenship status or national origin.
10. During the Reporting Period, the Office of Special Counsel reserves the right to make reasonable inquiries to Respondent 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 documents at the expense of the Office of Special Counsel.
11. 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 shall promptly notify Respondent of the purported violation. 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.
12. Notwithstanding paragraph 11, 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 whose complaint relates to actions or inactions by ISS occurring after the date of this Agreement, or the authority of the Office of Special Counsel to conduct an independent investigation of Respondent's employment practices.
13. This Agreement resolves any and all differences between the parties relating to the OSC Independent Investigation, DJ #197-76-1080, through the date this Agreement is signed by all parties.
14. The provisions of paragraph 1 notwithstanding, the Office of Special Counsel shall not seek from Respondent any civil penalty for the pattern or practice of unfair documentary practices in violation of 8 U.S.C. § 1324b(a)(6) that are subject of the OSC Independent Investigation through the date this Agreement is signed by all parties.
15. This Agreement may be enforced in the United States District Court for the Western District of Texas.
16. The Office of Special Counsel and Respondent agree that, as of the effective date of this Agreement, litigation between the parties 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.


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. 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 invalid.
18. The Office of Special Counsel and Respondent, agree to bear their own costs, attorneys' fees and other expenses incurred in this action.
19. 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.

**ISS Facility Services, Inc.**

By:   
Name SEAN M. BUNT  
Title President + CEO

Dated: 5/16/2013

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

By:   
Seema Nanda  
Deputy Special Counsel

Dated: 5/23/2013

C. Sebastian Aloit  
Special Litigation Counsel

Linda White Andrews  
Senior Trial Attorney