

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made and entered into by and among Tyson Foods, Inc., 802 South 28th Street, Van Buren, AR 72956 (“Respondent”), [REDACTED] (“Charging Party”), 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 June 10, 2010, the Office of Special Counsel received a charge filed by the Charging Party against Respondent alleging citizenship status discrimination and document abuse in violation of the unfair immigration-related employment practices provisions of 8 U.S.C. § 1324b;

WHEREAS, the Office of Special Counsel, the Charging Party, and Respondent desire to settle fully and finally all claims arising from or in any way related to the aforementioned charge.

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

1. The Charging Party has been provided full back pay and job reinstatement.
2. Respondent agrees that it will treat all individuals equally, without regard to citizenship or immigration status, or national origin, during the employment eligibility verification and reverification process, in: (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) and (b) not requesting more or different documents than are required by law.
3. Respondent will publish in its company policies a statement that it will treat all work authorized individuals equally, without regard to citizenship or immigration status, or national origin, during the employment eligibility verification and reverification process.
4. In all written documents referring or relating to identity investigations, or allegations of identity fraud, Respondent shall include the following language: “It is illegal to discriminate against any individual based on national origin or citizenship status. It is illegal to request more or different documents than are required on the Form I-9, or to refuse to honor tendered documents that, on their face, reasonably appear to be genuine, if done with the intent of discriminating against an individual based on his or her national origin or citizenship status.”
5. 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.
6. Respondent agrees to distribute, at its Van Buren facility, a copy of the attached Handbook for Employers (Attachment A), and Form I-9 (Attachment B), to all managers and employees who have any role in completing the Department of Homeland Security

(“DHS”) Employment Eligibility Verification Form I-9, or who instruct employees or prospective employees on the proper completion of the form.

7. At both 150 days and 300 days after this Agreement is fully signed, Respondent shall provide the Office of Special Counsel copies of all complaints of document abuse and/or citizenship status discrimination made against it in the preceding six months at its Van Buren facility, as well as written findings of the results of any investigation and remedial actions proposed and/or taken.
8. Within 60 days of receipt of a fully signed copy of this Agreement, Respondent will educate its personnel at its Van Buren facility concerning their responsibilities under 8 U.S.C. § 1324b. All employees who are responsible for formulating and/or carrying out Respondent’s employment eligibility verification policies, including all 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, will attend such training, and will view an educational videotape regarding 8 U.S.C. § 1324b to comply with this training requirement. The videotape will be provided by the Office of Special Counsel.
9. Individuals who attend the training session and view the videotape shall complete Attachment C as evidence of Respondent’s compliance with the preceding paragraph. The original of Attachment C, including signatures, will be mailed to the Office of Special Counsel by registered or certified mail, return receipt requested, within ten days of the training session.
10. The Charging Party has agreed to withdraw with prejudice the charge filed against Respondent on June 10, 2010, with the Office of Special Counsel. The Office of Special Counsel will dismiss this charge upon the satisfaction of paragraphs 1 through 4 of this Agreement.
11. This Agreement may be enforced in the United States District Court for the Western District of Arkansas.
12. This Agreement does not affect the right of any individual (other than the Charging Party as set forth above in paragraph 12) 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.
13. The Office of Special Counsel and Respondent agree, in the event the Charging Party does not sign this Agreement, to be bound by the terms of this Agreement, and that the failure to obtain the Charging Party’s signature does not affect the validity of this Agreement. If the Charging Party fails to sign this Agreement, the Office of Special Counsel agrees that it will nonetheless close the investigation of the Charging Party’s charge in accordance with the terms of this Agreement, after Respondent complies with paragraphs 3 and 4.

14. 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.
15. 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.
16. The Office of Special Counsel, Respondent, and the Charging Party agree to bear their own costs, attorneys' fees and other expenses incurred in this action.
17. 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.

Respondent

Dated: 1-14-11

By: 
Mark Gordon
Director EEO Administration
Tyson Foods, Inc.

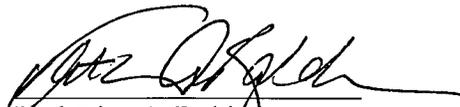
Charging Party

Dated: _____

By: _____


U.S. Department of Justice

Dated: 1-19-11

By: 
Katherine A. Baldwin
Deputy Special Counsel

Dated: 1/19/11

By: 
Elizabeth I. Hack
Special Litigation Counsel

Dated: January 19, 2011

By: 
Phil Telfeyan
Trial Attorney
Civil Rights Division
Office of Special Counsel for
Immigration-Related Unfair
Employment Practices
950 Pennsylvania Avenue NW
Washington, DC 20530

Attachments