

SETTLEMENT AGREEMENT

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THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into by and among Best Packing Services Employment Agency, Inc. ("Respondent"), [REDACTED] ("Charging Parties"), 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 8, 2011 and November 7, 2011, the Office of Special Counsel received charges filed by the Charging Parties against Respondents DJ# 197-62-75 and 197-62-77 (the "OSC Charges") alleging document abuse in 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 Charges that there is reasonable cause to believe that Respondent and a related entity (Logical Packing Services, Inc., which appear to no longer be in business), committed document abuse in violation of the Act against the Charging Parties.

WHEREAS, the Office of Special Counsel, Respondent Best Packing Services Employment Agency, Inc. and the Charging Parties wish to resolve the OSC Charges without further delay or expense and hereby acknowledge that they are voluntarily entering into this Agreement.

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

1. To fully and finally resolve all disputes among the parties hereto as of the date of this Agreement, Best Packing Services Employment Agency, Inc. agrees to pay the Charging Parties four thousand three hundred and seventy nine dollars (\$4,379.00), which includes back pay and accumulated interest on back pay, minus applicable tax withholdings based on the tax rates of the current calendar year.
2. The monies discussed in paragraph 1 shall be paid by checks payable to the Charging Parties and mailed, via express delivery service, to the following addresses, within five (5) business days from the date Respondent receives a fully signed copy of this Agreement:

[REDACTED] (\$1,853)

[REDACTED]

[REDACTED] (\$2,426)

[REDACTED]

On the same day copies of such checks and the express delivery service tracking number for this mailing shall be sent to Erik Lang at erik.lang@crt.usdoj.gov.

3. Best Packing Services Employment Agency, Inc. agrees to follow the applicable instructions contained in IRS Publication 957 and credit the Charging Parties' back pay award to the calendar quarters of the years when the back wages would have been earned.
4. Best Packing Services Employment Agency, Inc. agrees that it shall not discriminate on the basis of citizenship status or national origin in violation of 8 U.S.C. § 1324b.
5. Best Packing Services Employment Agency, Inc. 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 reverification process. Respondent shall avoid discrimination in 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, and (c) permitting all employees to present any document or combination of documents acceptable by law.
6. Best Packing Services Employment Agency, Inc. agrees that it will not intimidate, threaten, coerce, or retaliate against the Charging Parties 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. Best Packing Services Employment Agency, Inc. 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", which will be provided by the Office of Special Counsel, in all places where notices to employees and job applicants are normally posted. The Notice will be posted within fourteen (14) days from the effective date of this Agreement and will remain posted for three (3) years thereafter.
8. Beginning not more than fourteen (14) days from the date that Best Packing Services Employment Agency, Inc. receives a fully signed copy of this Agreement, it will provide a letter-size copy of the OSC Poster in the applicant's preferred language with all paper employment applications, and a mandatory electronic link to the English and Spanish versions of the OSC Poster with all electronic applications, and Respondents will continue to do so for one (1) year thereafter.
9. For three (3) years from the effective date of this Agreement, Best Packing Services Employment Agency, Inc. agrees to ensure that all individuals who are responsible for formulating, carrying out, and/or conducting training on its 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 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 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. 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.

10. Within thirty (30) days of receipt of a fully signed copy of this Agreement, Best Packing Services Employment Agency, Inc. 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) disparate treatment of individuals, on the basis of citizenship status or national origin, during the Form I-9 employment eligibility verification and reverification process;
 - (b) Refer applicants and employees who complain, formally or informally, of discrimination in the hiring, firing, or Form I-9 employment eligibility verification and reverification process immediately to the Office of Special Counsel by directing the affected individual to the OSC Poster, the Worker Hotline and website of the Office of Special Counsel, 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 it 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.

During the three years (3) following the effective date of this Agreement (the “Reporting Period”), Best Packing Services Employment Agency, Inc. 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 within thirty (30) days of the effective date of such revised policies.

11. Within ninety (90) days of receipt of a fully signed copy of this Agreement, the Office of Special Counsel shall provide all Human Resources Personnel with training on their responsibilities to comply with 8 U.S.C. § 1324b, the appropriate use of E-Verify, and the employment eligibility verification and reverification process as it relates to discrimination on the basis of citizenship status or national origin.

- (a) The training will consist of viewing a remote webinar presentation. A recording of the webinar shall be provided by the Office of Special Counsel.
 - (b) 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;
 - (c) For a period of three years from the effective date of this Agreement, all new Human Resources Personnel hired by Respondent after the training described in this paragraph has been conducted shall receive this training within fifteen (15) days of hire.
 - (d) Individuals who comply with the training as described in this paragraph shall complete Attachment A, including signatures, as evidence of such compliance. The original of Attachment A, including signatures, will be mailed to the attention of Erik Lang at the Office of Special Counsel by registered or certified mail, return receipt requested, or via email to erik.lang@crt.usdoj.gov, within ten (10) days of the training session.
- 12. 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.
- 13. During each of the years within the Reporting Period, the Office of Special Counsel may conduct a random audit of Respondent's Forms I-9, including attachments, and require the production of its E-Verify transaction history. Respondent will provide the documents within seven (7) business days of its receipt of the Office of Special Counsel's request, and shall produce such documents in electronic form unless requested otherwise.
- 14. 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.
- 15. Notwithstanding paragraph 16, this Agreement does not affect the right of any individual (other than the Charging Parties as set forth below in paragraph 17) 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.

16. This Agreement resolves any and all differences between the parties relating to the OSC Charges referenced above through the date this Agreement is signed by all parties.
17. The Charging Parties agree to withdraw with prejudice the OSC Charges. The Charging Parties' signatures on this Agreement will constitute a request for such withdrawal. The Office of Special Counsel agrees to accept the withdrawal of this charge upon the satisfaction of paragraphs 1-3 of this Agreement, and will dismiss the charges in accordance therewith.
18. The Office of Special Counsel and Best Packing Services Employment Agency, Inc. agree, in the event the Charging Parties do not sign this Agreement, to be bound by the terms of this Agreement, except for paragraphs 1-3, and that the failure to obtain the Charging Parties' signature does not affect the validity of this Agreement. If the Charging Parties fail to sign this Agreement, the Office of Special Counsel agrees that it will nonetheless close the investigation of the Charging Parties' charges in accordance with the terms of this Agreement, after Respondent complies with paragraphs 4 and 11.
19. This Agreement may be enforced in the United States District Court for the Eastern District of Pennsylvania.
20. The Office of Special Counsel and Best Packing Services Employment Agency, Inc. 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.
21. 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. Best Packing Services Employment Agency, Inc., the Office of Special Counsel and the Charging Parties 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.
22. The Office of Special Counsel, Respondents, and the Charging Parties 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.

Best Packing Services Employment Agency, Inc.

By:



Dated: 8 / 7 / 12

Evendy Sujoko

President of Best Packing Services Employment Agency Inc.

Charging Parties

By:



Dated: _____

By:



Dated: _____

Office of Special Counsel for Immigration-Related Unfair Employment Practices

By:



Seema Nanda

Acting Deputy Special Counsel

Dated: 8/14/12

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Acting Deputy Special Counsel