

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”), the terms of which are set forth in Part II below, is made and entered into by and between Brick & Bourbon Stillwater, LLC, Brick & Bourbon Maple Grove LLC, Brick & Bourbon St. Cloud LLC, Brick & Bourbon Eden Prairie LLC, collectively d/b/a Brick and Bourbon (“Respondent”), and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section (“IER”), (together, “the parties”).

I. BACKGROUND

WHEREAS, IER notified Respondent by letter dated February 27, 2023, that it had initiated an investigation of Respondent under 8 U.S.C. § 1324b(d)(1), identified as DJ #197-39-157, to determine whether Respondent engaged in any unfair employment practices prohibited under the anti-discrimination provision of the Immigration and Nationality Act, 8 U.S.C. § 1324b (“Act”);

WHEREAS, IER concluded based upon its investigation that there is reasonable cause to believe that Respondent engaged in a pattern or practice of unfair documentary practices in violation of 8 U.S.C. § 1324b(a)(6). Specifically, the investigation found that Respondent required lawful permanent residents, but not similarly-situated U.S. citizens, to present more or different documents than required by law during the employment eligibility verification process—such as requiring lawful permanent residents to present a Social Security card for the Form I-9 despite having already presented a valid Permanent Resident Card—because of their citizenship status.

WHEREAS, the parties wish to resolve this investigation 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 instant investigation as of the date of the latest signature below, the parties agree as follows:

II. TERMS OF SETTLEMENT

1. This Agreement becomes effective as of the date of the latest signature on the dually-signed Agreement, which date is referenced herein as the “Effective Date.” The “term of this Agreement” shall be three years following the Effective Date.
2. Respondent shall pay a civil penalty to the United States Treasury in the amount of \$95,000, which shall be paid in the following installments:
 - a. \$15,000 within 10 business days of Respondent’s receipt of a fully signed copy of this Agreement and fund transfer instructions, as described in Paragraph 3
 - b. \$26,667 on or before July 1, 2025

- c. \$26,667 on or before January 1, 2026
 - d. \$26,666 on or before July 1, 2026
- 3. The monies discussed in paragraph 2 shall be paid via the FedWire electronic fund transfer system. Within 5 business days of the Effective Date, Respondent shall email to IER Respondent's business address and the name, title, email address, phone number, and business address (if different than Respondent's business address) of the individual responsible for effectuating the payments referenced in paragraph 2. IER will provide Respondent instructions for the FedWire electronic transfer. Respondent shall send a confirmation of each payment to IER@usdoj.gov (or any other person IER designates) on the day the funds are transferred. The email confirming payment shall have Respondent's name and the investigation number, DJ# 197-39-157, in the subject line.
- 4. In compliance with 8 U.S.C. § 1324b, Respondent shall not:
 - a. discriminate on the basis of citizenship, immigration status or national origin in violation of 8 U.S.C. § 1324b.
 - b. discriminate in the employment eligibility verification and reverification process; accordingly, Respondent shall (i) 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); (ii) not request more or different documents than are required by law; and (iii) permit all employees to present any document or combination of documents acceptable by law both at initial hire and during any lawful reverification of continued employment authorization.
 - c. 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.
- 5. Respondent 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. The IER Poster will be posted within 14 calendar days from the Effective Date and will remain posted for at least the term of this Agreement. This provision does not alter or supersede any separate legal obligation that Respondent has to post the IER Poster for a longer period.
- 6. Throughout the term of this Agreement, Respondent shall prominently post a copy of the Form I-9 Lists of Acceptable Documents in English and Spanish ("Lists") for employees to see, and for employees completing the Form I-9 in electronic form, provide individual copies as needed, at the same time as Respondent asks an individual to complete Section

1 of the Form I-9; Respondent shall also inform new employees completing the Form I-9 of their right to choose to present any document(s) that are on the Lists or are otherwise acceptable for purposes of employment eligibility verification. Additionally, for new employees who require or would benefit from Spanish-language assistance to complete the Form I-9 or understand their right to choose documents from among the Lists, Respondent will ensure timely access to a bilingual preparer or translator who has taken the training required in paragraph 9. If such language assistance is required before the live training in paragraph 9(a)(2) has occurred, Respondent shall ensure that any bilingual preparer or interpreter it provides under this paragraph has reviewed the materials specified in paragraph 9(a)(1) and watched IER's on demand video training for employers, available at <https://www.justice.gov/crt/video/employer-training-avoiding-unlawful-immigration-related-employment-discrimination>, before providing such assistance.

7. During the term of this Agreement, Respondent shall ensure that all individuals who are responsible for formulating, providing training on, or implementing Respondent's hiring, firing, equal employment, and employment eligibility verification policies, including all managers and employees who have any role in the employment eligibility verification process, such as completing the Form I-9 and/or using the E-Verify program directly or through third-party software such as, but not limited to, PeopleMatters ("Human Resources Personnel"), shall be provided and have available the most current version of the Form I-9, www.uscis.gov/I-9, the USCIS Employment Eligibility Verification Handbook for Employers (M-274) ("Handbook"), available at <https://www.uscis.gov/i-9-central/form-i-9-resources/handbook-for-employers-m-274>, and the most current USCIS E-Verify Manual (M-775) ("Manual"), available at <https://www.e-verify.gov/e-verify-user-manual>. 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.
8. Within 60 calendar days of the Effective Date of this Agreement, Respondent will review any existing employment policies and revise such policies, or develop and propose new written policies, that relate to nondiscrimination in hiring, employment eligibility verification and reverification, including completion of the Form I-9, and provide them to IER. IER shall review and approve such policies with respect to their compliance with 8 U.S.C. § 1324b, and Respondent shall implement the policies within 15 calendar days after IER's approval. These revised or new employment policies shall, at a minimum:
 - a. prohibit discrimination on the basis of citizenship or immigration status, and national origin (1) in the hiring and firing process; (2) during the Form I-9 employment eligibility verification and reverification processes; and (3) in the E-Verify process;
 - b. include citizenship, immigration status, and national origin as prohibited bases of discrimination; any similar Equal Employment Opportunity (EEO) statements Respondent includes in printed or electronic materials

available to the public or employees shall also include these prohibited bases of discrimination;

- c. 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 Immigrant and Employee Rights Section by directing the affected individual to the IER Poster and IER's worker hotline (1-800-255-7688) and website (<https://www.justice.gov/IER>), and advise the affected individual of the right to file a charge of discrimination with IER; and
- d. prohibit 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 term of this Agreement, Respondent shall provide any revisions to employment policies or practices relating to nondiscrimination on the basis of citizenship, immigration status or national origin to IER for approval at least 30 calendar days prior to the proposed effective date of such new or revised policies.

- 9. Within 90 calendar days of the Effective Date, Respondent shall train all Human Resources Personnel, and any other individuals whose job duties may involve the Form I-9 or E-Verify, including any individual who may be designated to serve as a preparer/translator to assist others in completing the Form I-9, on 8 U.S.C. § 1324b, the appropriate use of E-Verify, and the employment eligibility verification and reverification processes as they relate to discrimination on the basis of citizenship, immigration status, and national origin.
 - a. The initial training will consist of (1) reviewing the IER flyers "How to Avoid Discrimination in the Form I-9 and E-Verify Processes" at <https://www.justice.gov/crt/page/file/1132606/dl?inline>, "How to Avoid Discrimination in E-Verify" at <https://www.justice.gov/crt/page/file/1132616/dl?inline>, and "How to Avoid Unlawful Discrimination and Other Form I-9 Violations When Using Commercial or Proprietary Programs to Electronically Complete the Form I-9 or Participate in E-Verify" at <https://www.justice.gov/d9/2023-12/joint-form-i-9-software-guidance-12-19-23.pdf>, and (2) attending a live training provided by IER on a mutually agreed upon date, which Respondent may choose to record for presentation to those newly required to be trained under subparagraph (d).
 - b. During the term of the Agreement, Human Resources Personnel shall complete at least an annual refresher training by attending an IER Employer/HR Representative webinar or viewing IER's On-demand Employer Training available at

<https://www.justice.gov/crt/webinars#video>. At IER's discretion, and at a mutually agreeable date and time, IER may provide an additional live refresher or follow-up training six months after the initial live training under this paragraph.

- c. All employees will be paid their normal rate of pay for time spent on training. Respondent shall bear all of its costs associated with these training sessions, not including IER's webinar platform or other related expenses.
 - d. During the term of the Agreement, all new Human Resources Personnel and personnel involved in the Form I-9 and E-Verify processes who are hired after the training described in this paragraph has been conducted, or newly assume responsibilities with respect to the Form I-9 and E-verify processes, shall attend an IER Employer/HR Representative webinar, view IER's On-demand Employer Training, or view any recording Respondent has made of a prior live IER training, within 30 calendar days of hire or promotion.
 - e. Respondent shall compile attendance records listing the individuals who attend the training described in this paragraph, including the individual(s)' full name, job title, signature, and the date of the training, and send the record via email to Allena Martin (or any other person IER designates) within 10 calendar days of each training session. The emails transmitting attendance records shall have Respondent's name and the investigation number, DJ # 197-39-157, in the subject line.
- 10. During the term of this Agreement, IER reserves the right to make such reasonable inquiries as it, in its discretion, believes necessary or appropriate to assess Respondent's compliance with this Agreement, including but not limited to, requiring written reports from Respondent concerning its compliance; inspecting Respondent's premises with reasonable advance notice; interviewing Respondent's employees, officials or other persons; and requesting copies of Respondent's documents.
 - 11. Every four months during the term of this Agreement, starting on the Effective Date, Respondent shall provide copies of the Form I-9 and corresponding attachments for all individuals hired or reverified within the previous four-month period.
 - 13. Nothing in this Agreement limits IER's right to inspect Respondent's Forms I-9 within three business days pursuant to 8 C.F.R. § 274a.2(b)(2)ii. Respondent shall, at IER's discretion, provide the documents in Excel spreadsheet format unless requested otherwise.
 - 14. If IER has reason to believe that Respondent is in violation of any provision of this Agreement, IER may, in its sole discretion, notify Respondent of the purported violation rather than initiate a new discrimination investigation or seek to judicially enforce the

Agreement. If IER has exercised its discretion to notify Respondent of the purported violation, Respondent shall have 30 calendar days from the date it is notified by IER of the purported violation(s) to cure the violation(s) to IER's satisfaction.

15. This Agreement does not affect the right of any individual to file a charge alleging an unfair immigration-related employment practice against Respondent with IER, IER's authority to investigate Respondent or file a complaint on behalf of any such individual, or IER's authority to conduct an independent investigation of Respondent's employment practices occurring after the Effective Date or outside the scope of the Investigation.
16. This Agreement resolves any and all differences between the parties relating to independent investigation, DJ # 197-39-157 through the Effective Date of this Agreement. The provisions of paragraph 2 notwithstanding, IER shall not seek from Respondent any additional civil penalty for the pattern or practice of unfair documentary practices in violation of 8 U.S.C. § 1324b(a)(6) that is the subject of the independent investigation, designated as DJ # 197-39-157 through the Effective Date of this Agreement.

III. OTHER TERMS

17. 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 agree that the Paragraphs set forth in Part II of this Agreement (entitled "Terms of Settlement") are material terms without waiver of either party's right to argue that other terms in the Agreement are material.
18. The parties agree that, as of the Effective Date of this Agreement, litigation concerning the violations of 8 U.S.C. § 1324b that IER 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.
19. The United States District Court for the District of Minnesota 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.
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 and the term or provision shall be deemed not to be a part of this Agreement.

The 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 is invalid.

21. The parties agree to bear their own costs, attorneys' fees and other expenses incurred in this action.
22. 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.
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.

Brick & Bourbon Stillwater, LLC, Brick & Bourbon Maple Grove LLC, Brick & Bourbon St. Cloud LLC, Brick & Bourbon Eden Prairie LLC, dba collectively d/b/a Brick and Bourbon

By:


Gary Siver, Co-Owner

Dated: 1-3-25

Gary Siver

Immigrant and Employee Rights Section

By:



Dated: 1-13-2025

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