

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement"), the terms of which are set forth in Parts II and III below, is made and entered into by and between Anna Maria Oyster Bar, Inc. ("Respondent") and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section ("IER") (together, "the parties").

I. BACKGROUND

WHEREAS, on May 26, 2023, IER accepted as complete a charge filed pursuant to 8 U.S.C. § 1324b(b)(1) by [REDACTED] ("Charging Party") against Anna Maria Oyster Bar, Inc. ("Respondent"), DJ# 197-17M-397 (the "IER Charge"), alleging unfair documentary practices in violation of the unfair immigration-related employment practices provisions of 8 U.S.C. § 1324b ("Act").

WHEREAS, IER notified Respondent on June 5, 2023, that it had initiated an investigation of the IER Charge ("the IER Investigation") to determine whether Respondent had violated 8 U.S.C. § 1324b, and that it may examine whether Respondent was engaging in any pattern or practice of discrimination in violation of 8 U.S.C. § 1324b;

WHEREAS, IER concluded based upon its investigation that there is reasonable cause to believe that Respondent engaged in unfair documentary practices in violation of 8 U.S.C. § 1324b(a)(6) by requesting the Charging Party present a specific document (a permanent resident card) because of her citizenship status, even though she had presented sufficient proof of her permission to work; and that Respondent's treatment of the Charging Party was part of a pattern or practice of requesting documents issued by the Department of Homeland Security, typically permanent resident cards, from lawful permanent residents to prove their citizenship status, which lasted from at least March 1, 2023, to at least September 1, 2023;

WHEREAS, the parties wish to resolve this investigation without further delay or expense and hereby acknowledge that they are voluntarily entering into this Agreement;

WHEREAS, by entering into this Agreement Respondent does not admit to any wrongdoing or to any liability to the Charging Party.

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 twelve thousand six hundred eighty-four dollars and zero cents (\$12,684.00).

3. The monies discussed in Paragraph 2 shall be paid via the FedWire electronic fund transfer system within 10 business days of Respondent's receipt of a fully signed copy of this Agreement and fund transfer instructions. IER will provide Respondent instructions for the FedWire electronic transfer. On the day the funds are transferred, Respondent shall send a confirmation of the payment to IER@usdoj.gov and to any additional email address IER designates. The email confirming payment shall have Respondent's name and the investigation number, DJ# 197-17M-397, in the subject line.
4. Respondent shall remove, and shall not make in the future, any reference to the IER Charge, IER Investigation, or this Agreement in any applicant or other records Respondent maintains regarding the Charging Party, and shall not disclose to any employer or prospective employer of the Charging Party any information or documentation concerning the IER Charge, the IER Investigation, or this Agreement, unless required by law.
5. 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.
6. 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>, at all Respondent's locations in all places where notices to employees and job applicants are normally posted. Respondent shall also post an electronic image of the poster, in a readable or expandable size, using the link above, on any website, intranet landing page, or similar portal where applicants or newly hired employees complete steps in Respondent's hiring and onboarding processes, for all the Respondent's locations. The IER Poster will be posted within 14 calendar days from the Effective Date and will remain posted for the term of the Agreement. This provision does not alter or supersede any separate legal obligation that Respondent has to post the IER Poster for a longer period.
7. Respondent shall review, and if necessary, create or revise any existing employment policies, training materials, and guidance that relate to hiring, onboarding, or the

employment eligibility verification (“EEV”) process, to comply with the requirements in Paragraph 7(a)-(h). Within 60 calendar days of the Effective Date of this Agreement, Respondent shall submit such materials to IER for review and approval; IER’s review is limited to ensuring that such materials comply with 8 U.S.C. § 1324b and this Agreement. Respondent will implement, and distribute as appropriate, the policies, training materials, and guidance within 30 calendar days of IER’s approval. During the term of this Agreement, Respondent shall provide any revisions to such policies, training materials, and guidance to IER for approval at least 30 calendar days prior to the proposed effective date of such revisions. Respondent’s EEV policies, training materials, and guidance shall meet the following requirements:

- a. Mandate compliance with all applicable Form I-9 and E-Verify rules;
- b. Prohibit requesting more or different documents than required by law to establish permission to work in the United States, requesting specific EEV documents, or rejecting valid EEV documents, because of an individual’s citizenship, immigration status, or national origin, regardless of whether such actions occur in the hiring, onboarding, or EEV processes;
- c. Include citizenship status and immigration status as prohibited bases of discrimination—unless required to comply with a law, regulation, executive order, government contract, or Attorney General directive pursuant to 8 U.S.C. § 1324b(a)—as well as national origin. Such prohibitions shall also be included in any Equal Employment Opportunity statements Respondent provides in printed or electronic materials available to the public or employees;
- d. Include a policy outlining documents that new hires are required to present during onboarding and any choice of documentation they have, at what step of the process the documents must be presented and copied, and the purpose of each required document (i.e., for employment eligibility verification, payroll, background check, health and safety compliance, etc.);
- e. State that Respondent will onboard and employ individuals who are waiting for their social security numbers, as long as they can otherwise satisfy the requirements of the Form I-9, and refer to the instructions on I-9 Central for processing an employee awaiting a social security number:
<https://www.uscis.gov/i-9-central/form-i-9-resources/handbook-for-employers-m-274/30-completing-section-1-employee-information-and-attestation>;
- f. Include copies of or links to 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>;

interviewing Respondent's employees, officials or other persons; and requesting copies of Respondent's documents.

10. If IER has reason to believe that Respondent has violated or is violating any provision of this Agreement, IER may exercise its discretion to notify Respondent in writing of the purported violation rather than initiate a new investigation or seek immediate judicial enforcement of the Agreement. Respondent will then be given 30 calendar days from the date IER notifies it in which to cure the violation(s) to IER's satisfaction before IER deems Respondent to be in violation of this Agreement and proceeds to take enforcement actions.
11. Nothing in this Agreement limits IER's right to inspect Respondent's Forms I-9 and attachments within three business days pursuant to 8 C.F.R. § 274a.2(b)(2)(ii) and 28 C.F.R. § 44.302(b).
12. This Agreement does not affect the right of any individual to file an IER charge alleging an unfair immigration-related employment practice against Respondent, IER's authority to investigate such charge 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 IER Investigation.
13. This Agreement resolves any and all differences under 8 U.S.C. § 1324b between IER and Respondent relating to or encompassed by the IER Investigation through the Effective Date. The provisions of Paragraph 2 notwithstanding, IER shall not seek from Respondent any additional civil penalty or payments for or relating to the alleged violations of 8 U.S.C. § 1324b, through the Effective Date.

III. OTHER TERMS

14. 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.
15. The parties agree that, as of the Effective Date, 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 any 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.
16. The United States District Court for the Middle District of Florida 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.

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 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.
18. The parties agree to bear their own costs, attorneys' fees and other expenses incurred in this investigation.
19. 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.
20. 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 electronic signatures.

Anna Maria Oyster Bar, Inc.

By: 
Eleni Sokos, Executive VP

Dated: 11/26/24

Immigrant and Employee Rights Section

By: 
Alberto Ruisanchez
Deputy Special Counsel

Dated: 11-26-2024

Julia Heming Segal
Special Litigation Counsel

Allena Martin
Trial Attorney