

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into by and between Greene Kleen of South Florida, Inc. (“Greene Kleen” or “Respondent”) and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section (“IER”) (collectively “Parties”).

### I. BACKGROUND

WHEREAS, on January 31, 2020, IER notified Greene Kleen that it had initiated an independent investigation of Greene Kleen designated as DJ #197-18-434 (“Investigation”) pursuant to IER’s authority under 8 U.S.C. § 1324b(d)(1) to determine whether Greene Kleen had engaged in any violations of 8 U.S.C. § 1324b(a)(1) or (a)(6).

WHEREAS, IER determined based on the Investigation that there is reasonable cause to believe that, beginning no later than January 1, 2019 and continuing to at least February 28, 2022, Greene Kleen engaged in a pattern or practice of unfair documentary practices (“UDP”) in violation of 8 U.S.C. § 1324b(a)(6) by requesting, based on citizenship status, specific documentation from non-U.S. citizens to prove their citizenship status (e.g., a Permanent Resident Card or Employment Authorization Document) while not requiring U.S. citizens to present a document to prove their citizenship status during the employment eligibility verification process.

WHEREAS, Respondent denies that it engaged in any wrongdoing and denies any liability under 8 U.S.C. § 1324b.

WHEREAS, the Parties wish to resolve the Investigation without further delay or expense and hereby acknowledge that they are voluntarily entering into this Agreement.

WHEREAS, Respondent claimed financial hardship and provided financial records that IER considered before agreeing to the civil penalty amount set forth in this Agreement.

NOW, THEREFORE, in consideration of the below mutual promises and to fully and finally resolve the Investigation, as of the date of this Agreement, the Parties agree as follows:

### II. TERMS OF AGREEMENT

- (1) This Agreement shall become effective as of the date the last party signs the Agreement (“Effective Date”). The term of this Agreement is 36 months following the Effective Date.
- (2) All emails to IER required under this Agreement shall be addressed to William Hanrahan or any other personnel IER designates in writing, and shall have Respondent’s name and the reference number 197-18-434 in the subject line.
- (3) Within five days of the Effective Date, Respondent shall provide by email to IER the name, title, email address, mailing address, and phone number of the individual responsible for effectuating payment of the civil penalty.
- (4) Respondent shall, per fund transfer instructions IER shall provide to it, pay a total civil penalty to the United States Treasury in the amount of \$140,000.00, via the FedWire

electronic fund transfer system, in nine quarterly installments, as follows: \$10,000.00 on January 15, 2024; \$10,000.00 on April 15, 2024; \$20,000.00 on July 15, 2024; \$20,000.00 on October 15, 2024; \$20,000.00 on January 15, 2025; \$20,000.00 on April 15, 2025; \$20,000.00 on July 15, 2025; and \$20,000.00 on October 15, 2025. On each day of payment, Respondent shall confirm the payment via email to IER.

(5) In accordance with 8 U.S.C. § 1324b:

- (a) Respondent shall not discriminate on the basis of citizenship status (which includes immigration status) or national origin in hiring, recruitment, and discharge, except to the extent such discrimination is required in order for Respondent to comply with a law, regulation, executive order, government contract, or Attorney General determination.
  - (b) Respondent shall not discriminate on the basis of citizenship status or national origin during the employment eligibility verification and reverification processes (collectively "EEV process"). Respondent shall: honor documentation that, on its face, reasonably appears to be genuine, relate to the person presenting it, and satisfies the requirements of 8 U.S.C. § 1324a(b); not request or require more or different documents than are required by law, or request specific documents; and permit all employees to present any acceptable document(s), regardless of their citizenship status or national origin, including for reverification when reverification is required by law.
  - (c) Respondent shall not intimidate, threaten, coerce, or retaliate against any person for the purpose of interfering with a right or privilege secured by 8 U.S.C. § 1324b or because of the person's participation in any IER investigation, intention to file a charge with IER, or exercise of any other right or privilege secured by 8 U.S.C. § 1324b, including, but not limited to, complaining formally or informally about or opposing conduct that the person believes violates 8 U.S.C. § 1324b.
- (6) Respondent shall refer all applicants and employees who complain, formally or informally, of discrimination in Respondent's hiring, firing, or EEV processes to IER's worker hotline (800-255-7688) and website (<http://www.justice.gov/ier>) and advise the affected individual of his or her right to file a charge of discrimination with IER if he or she believes Respondent may have discriminated against him or her in violation of the antidiscrimination provision of the Immigration and Nationality Act.
- (7) Respondent shall, within 15 days of the Effective Date, post an English version and Spanish version of the IER "If You Have The Right to Work" poster ("IER Poster") in color measuring no smaller than 8.5" x 11" (available at <https://www.justice.gov/crt/worker-information#poster>) in all places where Respondent normally posts notices to employees and job applicants and shall keep them posted for at least the term of this Agreement.
- (8) Within 60 days of the Effective Date, Respondent shall create or revise employment policies and training materials to reflect the requirements of paragraph (5) above and email such documents to IER for review and approval. IER shall review the documents to confirm that they comply with this Agreement and 8 U.S.C. § 1324b. During the term of this Agreement, Respondent shall provide any subsequent revisions to such policies and training

materials to IER for review and approval at least 30 days prior to their proposed effective date.

- (9) Within 90 days of the Effective Date, each Respondent employee who has any job responsibilities that involve reviewing job applications, communicating with applicants or individuals interested in employment, hiring, conducting job interviews, or verifying employment eligibility shall participate in training on 8 U.S.C. § 1324b. In addition:
  - (a) The training will consist of viewing a free internet-based IER Employer/HR Representative webinar (registration available at <https://www.justice.gov/crt/webinars#ier%20webinars>).
  - (b) Respondent shall pay each employee who attends the training his or her normal rate of pay for the time spent at the training and shall bear all costs associated with the training.
  - (c) Within 15 days of the training, Respondent shall compile and send via email to IER attendance records listing all individuals who attended the training, including each attendee's full name, job title, and signature certifying attendance at the training.
  - (d) Each Respondent employee hired or transferred by Respondent into a position with one or more of the job duties listed in this Paragraph after the Effective Date of this Agreement but during the term of this Agreement who has not already participated in such training shall participate in a free IER Employer/HR Representative webinar (registration available at <https://www.justice.gov/crt/webinars#ier%20webinars>) within 30 days of the date of his or her hire or transfer to such position.
- (10) Respondent shall not ask or tell prospective employees about work authorization documentation before Respondent extends an offer of employment to the individual, the individual accepts the offer, and the individual completes the application packet, including section 1 of the Form I-9. Respondent may, at any point before or after making an employment offer, ask a prospective employee (in English or Spanish) "are you authorized to work in the United States?" or "are you authorized to work in the United States without sponsorship?"
- (11) Respondent shall retain all application packets prospective employees submit (whether complete or incomplete) and a log of all such persons, hereinafter referred to as "applicant." Such log shall include, at minimum, the full name of the applicant, the applicant's contact information, if provided, the name of the Respondent's employee(s) the applicant spoke with regarding the employment opportunity, if known, as well as whether the applicant was hired or not and, if not, the reason for the non-hire. Respondent shall provide such information to IER within 15 days of IER's request for it.
- (12) 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; interviewing Respondent's employees, officials, or other persons; and reviewing copies of Respondent's records. Respondent shall comply with any such inquiries within 15 days of the inquiry.

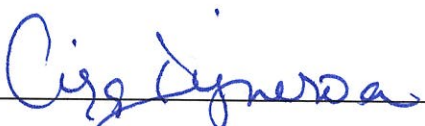
- (13) Nothing in this Agreement limits IER's right to inspect Respondent's Forms I-9 within three business days pursuant to 8 C.F.R. § 274a.2. Respondent shall provide copies of its Forms I-9 and supporting documentation and, if available or exportable, its Form I-9 data in spreadsheet format via email within 15 days of IER's request.
- (14) If IER has reason to believe that Respondent is in violation of any provision of this Agreement other than paragraph (4), IER may, in its sole discretion, notify Respondent of the purported violation before initiating a new discrimination investigation or seeking to judicially enforce the Agreement. Respondent shall have 30 days from the date IER notifies it of a purported violation of any provision other than paragraph (4) to cure the violation to IER's satisfaction. If Respondent fails to make a quarterly payment pursuant to paragraph (4) on time due to financial hardship and, no later than one business day after the original due date of the missed payment, provides financial records in support of the financial hardship assertion, the due date of the missed payment shall be extended to 30 days past the original due date of the missed payment. Such financial records shall include, at minimum, all of the information required to answer question 12 on page 4 of 10 of the U.S. Department of Justice's Financial Statement of Corporate Debtor Form, Respondent's most recent financial statements as defined in requirement 1 on page 10 of 10 of the same, and any other financial information Respondent believes is relevant to the assessment of its financial hardship claim. If, upon reviewing such financial records, IER, in its sole discretion, agrees with Respondent that such financial records sufficiently demonstrate Respondent has a financial hardship that warrants a due date extension for the missed payment, IER shall further extend the due date for the missed payment to a date IER deems feasible within the term of the Agreement. Nothing in this paragraph excuses Respondent's obligation to pay the total amount set forth in paragraph (4).
- (15) This Agreement does not affect the right of any individual to file a charge alleging an unfair immigration-related employment practice against Respondent, IER's authority to investigate such a charge, or IER's authority to conduct an independent investigation of Respondent's employment practices occurring after or outside of the scope of this Agreement.
- (16) This Agreement resolves any and all differences under 8 U.S.C. § 1324b between the Parties relating to the Investigation.

### **III. Other Terms**

- (17) For the purposes of an action to enforce this Agreement, the Parties agree that the obligations set forth in each and every provision of Part II of this Agreement above are material.
- (18) Where any date by which a party is required to perform any obligation under this Agreement falls on a day the federal government is closed, the deadline is extended to the next day the federal government is open.
- (19) The United States District Court for the Southern 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.

- (20) Nothing in this Agreement constitutes a waiver of sovereign immunity or any other defense the United States might have against a claim for enforcement or counterclaims asserted against it.
- (21) If a court declares any provision of this Agreement to be illegal or invalid, the validity of the remaining provisions shall not be affected. The Parties agree that they will not, individually or with or through another, seek to have any court declare or determine that any provision of this Agreement is invalid. For purposes of interpreting this agreement, both Parties shall be deemed to have drafted it.
- (22) 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 obligations imposed by this Agreement.
- (23) The Parties agree to bear their own costs, attorneys' fees, and other expenses incurred in the Investigation.
- (24) This Agreement sets forth the entire agreement between the Parties concerning resolution of this Investigation and fully supersedes any and all prior agreements or understandings between the Parties pertaining to the subject matter herein.
- (25) The Parties may execute this Agreement in multiple counterparts, each of which together shall be considered an original, but all of which shall constitute one agreement. The Parties shall be bound by electronic or scanned signatures.

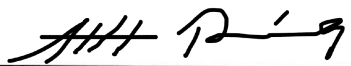
Greene Kleen of South Florida:

By: 

Cira Figueroa  
Owner

Date: 9/26/2023

Immigrant and Employee Rights Section:

By: 

Alberto J. Ruisanchez  
Deputy Special Counsel

Julia Heming Segal  
Special Litigation Counsel

William J. Hanrahan  
Trial Attorney

Date: 9-28-2023