

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”) is made and entered into by and between Mr. K’s Used Books and CDs, 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 March 6, 2018, IER accepted as complete a charge filed pursuant to 8 U.S.C. § 1324b(b)(1) by Natalia Hardee (“Charging Party”) against Respondent, DJ# 197-67-60 (the “IER Charge”), alleging an unfair documentary practice in violation of the unfair immigration-related employment practices provisions of 8 U.S.C. § 1324b (“Act”);

WHEREAS, on March 14, 2018, IER notified Respondent that it had initiated an investigation (“IER Investigation”) based on the Charging Party’s allegations to determine whether Respondent had engaged in any discriminatory conduct in violation of 8 U.S.C. § 1324b, including any pattern or practice of unfair immigration-related employment practices;

WHEREAS, IER determined, based upon the IER Investigation, that there is reasonable cause to believe that Respondent engaged in an unfair documentary practice by rejecting the Charging Party’s foreign passport with an I-551 stamp and instead requesting that she produce a Permanent Resident Card because of her citizenship status and/or national origin, in violation of 8 U.S.C. § 1324b(a)(6);

WHEREAS, the Parties wish to resolve the IER 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 IER Investigation as of the date of the execution of this Agreement, 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 (3) years following the Effective Date.
2. Respondent shall pay a civil penalty to the United States Treasury in the amount of one thousand one hundred nine dollars and zero cents (\$1,109.00). The monies discussed in this paragraph shall be paid via the FedWire electronic fund transfer system within ten (10) business days of the Effective Date or receipt of fund transfer instructions from IER, whichever is later.
3. Respondent shall provide IER with the name, job title, email address, and telephone number of the individual responsible for effectuating payment of the civil penalty no later than three (3) business days after the Effective Date. On the day of payment, Respondent

shall send confirmation of the payment to Jasmin Lott at Jasmin.Lott@usdoj.gov. The email confirming payment shall have Respondent's name and the investigation number, DJ # 197-67-60, in the subject line.

4. The provisions of paragraph 2 notwithstanding, IER shall not seek from Respondent any additional civil penalty for the unfair documentary practice committed in violation of 8 U.S.C. § 1324b that is the subject of the IER Investigation through the Effective Date.
5. In accordance with 8 U.S.C. § 1324b, Respondent shall not:
 - (a) discriminate on the basis of citizenship status, immigration status, or national origin in violation of 8 U.S.C. § 1324b;
 - (b) discriminate in the employment eligibility verification and reverification process; 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; or
 - (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 remove, and shall not make in the future, any reference to the IER Investigation or this Agreement in the Charging Party's personnel file and other employment records, and shall give the Charging Party full and fair consideration if she applies for an open position with Respondent.
7. Respondent shall not disclose to any employer or prospective employer of the Charging Party any information or documentation related to the IER Investigation unless required by law.
8. Respondent shall pay, within fifteen (15) business days from the Effective Date, the amount of \$220.50 in back pay to the Charging Party, less any deductions and withholdings required by law. On the day of payment, Respondent shall confirm via email to Jasmin Lott at Jasmin.Lott@usdoj.gov that payment was made. The email confirming payment shall have Respondent's name and the investigation number, DJ # 197-67-60, in the subject line.
9. Respondent shall post at each of Respondent's store locations an English and Spanish version of the IER "If You Have The Right to Work" poster ("IER Poster"), in color and measuring no smaller than 8.5" x 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. Respondent shall post the IER Poster

within fourteen (14) calendar days from the Effective Date and it will remain posted for three (3) years thereafter.

10. Throughout the term of this Agreement, Respondent shall provide a copy of the most current version of the Form I-9 Lists of Acceptable Documents (“Lists”) to individuals at the same time and in the same manner as Respondent provides them with the Form I-9 to complete, and shall inform those individuals of their right to choose to present any documentation that is on the Lists or is otherwise acceptable for purposes of employment eligibility verification or reverification.
11. 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 at each of Respondent’s store locations, such as completing the Form I-9 and/or using the E-Verify program (“Human Resources Personnel”), have available:
 - (a) 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-9, and
 - (b) the most current USCIS E-Verify Manual (M-775) (“Manual”), if Respondent enrolls in E-Verify at any point during the term of the Agreement, available at www.uscis.gov/USCIS/Verification/E-Verify/E-Verify_Native_Documents/manual-employer_comp.pdf.
12. Within sixty (60) calendar days of the Effective Date, Respondent shall review any existing employment policies and revise such policies, or develop and propose new policies, that relate to nondiscrimination in hiring, employment eligibility verification and reverification, including completion of the Form I-9, and provide them to IER. These revised or new employment policies shall:
 - (a) prohibit discrimination on the basis of citizenship, immigration status, or national origin (1) in the hiring and firing process; (2) during the Form I-9 employment eligibility verification and reverification process; and (3) in the E-Verify process if Respondent enrolls in E-Verify at any point during the term of the Agreement;
 - (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 (800-255-7688) and website (www.justice.gov/ier), and advise the affected individual of his or her right to file a charge of discrimination with the Immigrant and Employee Rights Section; and

- (d) prohibit retaliation, intimidation, or reprisal 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 a lawful manner in any investigation or action under 8 U.S.C. § 1324b.

13. Within ninety (90) calendar days of the Effective Date, all Human Resources Personnel and any other individuals whose job duties involve employment eligibility verification, including Respondent's Managers and Assistant Managers at each of Respondent's store locations, shall receive training on 8 U.S.C. § 1324b, the appropriate use of E-Verify (if enrolled), and the employment eligibility verification and reverification process as it relates to discrimination on the basis of citizenship, immigration status, or national origin.

- (a) The training will consist of viewing a free IER webinar presentation, or, subject to the mutual agreement of the Parties, a live presentation by IER at its discretion.
- (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 be responsible for all payroll costs and employee wages associated with these training sessions.
- (c) 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 shall attend an IER Employer/HR webinar training within sixty (60) business days of hire or promotion. Respondent may find the webinar schedule and registration links at www.justice.gov/crt/webinars.
- (d) Respondent shall compile attendance records listing the individuals who attend the training(s) described in this paragraph, including their full name, job title, signature, and the date of the training, and send the records via email to Jasmin Lott at jasmin.lott@usdoj.gov within ten (10) calendar days of each training session. The emails transmitting attendance records shall have Respondent's name and the investigation number, DJ # 197-67-60 in the subject line.

14. 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 requesting copies of Respondent's documents.

15. 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).
16. This Agreement does not affect the right of any individual to file a charge under the Act alleging an unfair immigration-related employment practice against Respondent, 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 of the scope of the IER Investigation.

III. ADDITIONAL TERMS OF SETTLEMENT

17. If IER has reason to believe that Respondent has violated or is violating 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 thirty (30) calendar days from the date IER notifies it of the purported violation(s) to cure the violation(s) to IER's satisfaction, before IER deems Respondent to be in violation of this Agreement and proceeds to take appropriate enforcement actions.
18. This Agreement may be enforced in the United States District Court for the District of South Carolina. This paragraph, or the initiation of a lawsuit to enforce the Agreement under this paragraph, including any counterclaims asserted, does not constitute and should not be construed as a waiver of sovereign immunity or any other jurisdictional or legal defense available to the United States. The Parties agree that the paragraphs set forth in Part II of this Agreement (entitled "Terms of Settlement") contain material terms, without waiver of either Parties' right to argue that the other terms in the Agreement are material.
19. The Parties agree that, as of the Effective Date, litigation concerning the alleged violations of 8 U.S.C. § 1324b that IER has found 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.
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 the IER Investigation.

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. 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.
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.

Mr. K's Used Books and CDs, Inc.

By: Mary Dabir
Mary Dabir, Secretary

Dated: 2/15/19

Immigrant and Employee Rights Section

By: Alberto Ruisanchez
Alberto Ruisanchez
Deputy Special Counsel

Dated: 2-19-19

Sebastian Aloom
Special Litigation Counsel

Jasmin Lott
Trial Attorney