

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”) is entered into by and between Aero Precision, LLC (“Respondent”) and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section (“IER”) (together, “the parties”).

### I. BACKGROUND

WHEREAS, on July 23, 2020, IER accepted as complete a charge filed pursuant to 8 U.S.C. § 1324b(b)(1) on behalf of Injured Party [REDACTED] (“Injured Party”) against Respondent, DJ# 197-82-172 (the “IER Charge”), alleging citizenship status discrimination and unfair documentary practices in violation of the unfair immigration-related employment practices provisions of 8 U.S.C. § 1324b (“Act”).

WHEREAS, IER notified Respondent by letter dated November 20, 2020 that it had initiated an independent investigation of Respondent under 8 U.S.C. § 1324b(d)(1), identified as DJ #197-82-173, 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, on the basis of its investigation of the IER Charge and its independent investigation (the “IER Investigations”), IER determined that there is reasonable cause to believe that Respondent instituted a policy of citizenship status discrimination in hiring in violation of 8 U.S.C. § 1324b(a)(1). Specifically, from at least April 2020 until September 2020, Respondent routinely implemented a hiring policy that screened out candidates who were not U.S. citizens or lawful permanent residents, including asylees and refugees;

WHEREAS, the parties wish to resolve the IER Investigations 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 Investigations 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 24 months following the Effective Date.
2. In accordance 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(a)(1), including not discriminating

in recruiting, hiring, or firing on the basis of citizenship status or immigration status except as required to comply with a law, regulation, executive order, government contract, or Attorney General directive;

- (b) Discriminate in the employment eligibility verification and reverification process in violation of 8 U.S.C. § 1324b(a)(6); 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.
3. Respondent shall remove, and shall not make in the future, any reference to the IER Investigations or this Agreement in the Injured Party's personnel file and other employment records. Respondent shall not disclose to any employer or prospective employer of the Injured Party any information or documentation related to the Injured Party's charge filed with IER, unless required by law.
  4. Respondent shall post 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 14 days from the effective date of this Agreement and it will remain posted for the term of this Agreement. To satisfy the requirements of this paragraph, Respondent may electronically post the IER Poster on its Payroll/HRIS intranet in the Community Portal accessible to all employees. If Respondent chooses to provide such notices electronically, Respondent will require all newly-hired employees to electronically confirm receipt of the IER Poster during the term of this Agreement.
  5. 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 recruitment or hiring process, have readily available IER's flyer entitled "Information For Employers About Citizenship Status Discrimination," available at <https://www.justice.gov/crt/page/file/1080256/download>.
  6. Within 60 days of the Effective Date, Respondent shall review any existing employment policies and revise such policies, or develop new draft policies, that relate to nondiscrimination in hiring, employment eligibility verification and

reverification, including completion of the Form I-9, and provide them to IER for review and approval. Respondent shall implement such policies within 15 calendar days of IER's approval. These revised or new employment policies shall:

- (a) Prohibit discrimination on the basis of citizenship status, immigration status, or national origin as prohibited by 8 U.S.C. § 1324b(a)(1), in the hiring and firing process;
  - (b) Include, as lawful and appropriate, citizenship, immigration status, and national origin as prohibited bases of discrimination; any 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) Make clear that the International Traffic in Arms Regulations ("ITAR") do not authorize or require employers to hire only U.S. citizens or lawful permanent residents and that the ITAR do not impose requirements on U.S. companies concerning the recruitment, selection, employment, promotion, or retention of any worker, including workers who may need authorization to access information governed by the ITAR; instead, the ITAR require that employers seek and obtain authorization from the State Department before allowing a worker to access information governed by the ITAR if the worker is not a U.S. citizen, non-citizen national, lawful permanent resident, asylee, or refugee;
  - (d) 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 IER by directing the affected individual to the IER Poster and IER's worker hotline and website, and advise the affected individual of his or her right to file a charge of discrimination with IER; and
  - (e) 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 a lawful manner in any investigation or action under 8 U.S.C. § 1324b.
7. During the term of this Agreement, Respondent shall provide any revisions to the employment policies or practices approved pursuant to paragraph 7 to IER for approval at least 30 days prior to the proposed effective date of such new or revised policies.
8. Within 90 days of the Effective Date, all employees, agents, and contractors with any role in recruiting or hiring, including but not limited to personnel within the

Human Resources Department (“Hiring Personnel”) shall receive training on 8 U.S.C. § 1324b, in accordance with the following:

- (a) At IER’s discretion, the training will consist of either (i) viewing a free IER “IER Employer/HR Representative” webinar presentation with registration available at <https://www.justice.gov/crt/webinars> or (ii) viewing a free live IER presentation at a time and location mutually agreed upon by the parties;
  - (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 of its costs associated with these training sessions.
  - (c) During the term of the Agreement, all new Hiring Personnel hired after the training described in this paragraph has been conducted shall attend an “IER Employer/HR Representative” webinar training within 60 days of hire or promotion.
  - (d) Respondent shall compile attendance records listing the individuals who comply with the training requirements, including the individual(s)’ full name, job title, signature, and the date of the training, and send the records via email to [Julia.Heming.Segal@usdoj.gov](mailto:Julia.Heming.Segal@usdoj.gov) within ten business days of each training session. Respondent shall certify along with these records that all individuals included in these attendance records have received and reviewed IER’s “Information for Employers About Citizenship Status Discrimination” pursuant to paragraph 5. The emails transmitting attendance records shall have Respondent’s name and the investigation numbers, DJ # 197-82-172/173, in the subject line.
9. 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, including but not limited to E-Verify transaction histories and user audit reports. At IER’s discretion, Respondent shall provide such documents in Excel or .csv format unless the parties agree otherwise.
10. 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 data field from such documents in Excel spreadsheet format unless requested otherwise.

11. 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 days from the date IER notifies it of the purported violation(s) to cure the violation(s) to IER's satisfaction.
12. 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 Investigation.
13. This Agreement resolves any and all differences under 8 U.S.C. § 1324b between the parties relating to IER Investigations, DJ Nos. 197-82-172, 173 through the Effective Date. IER shall not seek from Respondent any civil penalty for the citizenship status discrimination in violation of 8 U.S.C. § 1324b that is the subject of the independent investigation, designated as DJ # 197-82-173, and shall dismiss the charge filed on behalf of the Injured Party, designated as DJ #197-82-172, and not seek any civil penalty relating to the allegations in that charge through the Effective Date.

### **III. ADDITIONAL TERMS OF SETTLEMENT**

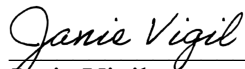
14. This Agreement is governed by the laws of the United States. This Agreement shall be deemed to have been drafted by both of the parties and shall not be construed against any one party in the event of a subsequent dispute concerning the terms of the Agreement. The parties agree that the paragraphs set forth in Part II of this Agreement (entitled "Terms of Settlement") are material terms.
15. The United States District Court for Western District of Washington 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.
16. 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.

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 will not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement invalid.
18. The parties shall 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 shall be bound by facsimile signatures.

**Aero Precision, LLC**

By:

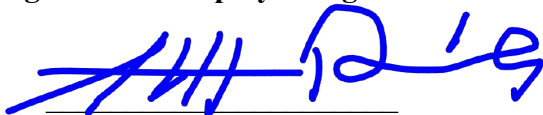
  
Janie Vigil

Vice President of Human Resources

Dated: 11/9/2022

**Immigrant and Employee Rights Section**

By:



Alberto Ruisanchez  
Deputy Special Counsel

Dated: 11-21-2022

Jodi Danis  
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