

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into by and between Sunny Grove Landscaping & Nursery, Inc. ("Respondent") and the United States Department of Justice, Civil Rights Division, Office of Special Counsel for Immigration-Related Unfair Employment Practices ("Office of Special Counsel") and is effective as of the date last executed.

WHEREAS, the Office of Special Counsel opened an independent investigation against Respondent, identified as DJ Number 197-172-246, to investigate the Respondent's employment eligibility verification practices and whether those practices violate the anti-discrimination provision of the Immigration and Nationality Act, 8 U.S.C. § 1324b (the "Act").

WHEREAS, the Office of Special Counsel 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 its Maintenance Division, in violation of 8 U.S.C. § 1324b(a)(6), by requiring non-U.S. citizens, but not similarly-situated U.S. citizens, to present specific documents during the employment eligibility verification process to establish their work authority. Respondent denies that it engaged in a pattern or practice of unfair documentary practices.

WHEREAS, the Office of Special Counsel and Respondent 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 premises above and mutual promises herein contained, it is agreed as follows:

1. Respondent shall pay a civil penalty to the United States Treasury in the amount of seven thousand five hundred dollars (\$7,500).
2. The monies discussed in paragraph 1 shall be paid via the FedWire electronic fund transfer system within ten (10) business days of Respondent's receipt of a fully signed copy of this Agreement and fund transfer instructions. The Office of Special Counsel will provide Respondent instructions for the FedWire electronic transfer.
3. Respondent shall not discriminate on the basis of citizenship status or national origin in violation of 8 U.S.C. § 1324b.
4. Respondent shall avoid discrimination in the employment eligibility verification and re-verification process by (a) honoring 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); (b) not requesting more or different documents than are required by law; and (c) permitting all employees to present any document or combination of documents acceptable by law.

5. Respondent will not 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 the Office of Special Counsel "If You Have The Right to Work" poster ("OSC Poster"), in color and measuring no smaller than 18" x 24", an image of which is available at <http://www.justice.gov/crt/about/osc/htm/worker.php#>, in all places where notices to employees and job applicants are normally posted. The Notice will be posted within fourteen (14) days from the effective date of this Agreement and will remain posted for three (3) years thereafter.
7. For one year from the effective date of this Agreement, Respondent shall ensure that all individuals who are responsible for formulating, carrying out, and/or conducting training on Respondent's hiring, firing, equal employment, and employment eligibility verification policies, including all managers and employees who have any role making employment eligibility decisions, such as completing the Form I-9 and/or using the E-Verify system ("Human Resources Personnel"), are in possession of 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 Central, and the most current USCIS E-Verify Manual (M-775) ("Manual"), available at www.uscis.gov/USCIS/Verification/E-Verify/E-Verify_Native_Documents/manual-employer_comp.pdf. 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 ninety (90) days of receipt of a fully signed copy of this Agreement, Respondent will review its employment policies that relate to nondiscrimination on the basis of citizenship status and national origin and shall, as necessary, create or revise such policies to:
 - (a) Prohibit (1) requesting employment eligibility verification documents from any individual prior to making an offer of employment; (2) discriminating on the basis of citizenship status or national origin in the hiring and firing process; (3) discriminating, on the basis of citizenship status or national origin, during the Form I-9 employment eligibility verification and re-verification process; and (4) requesting documents such as Social Security cards for tax or payroll purposes during the employment eligibility verification process and recording such documents on the Form I-9.
 - (b) Refer applicants and employees who complain, formally or informally, of discrimination in the hiring, firing, or Form I-9 employment eligibility verification and re-verification process immediately to the Office of Special Counsel by directing the affected individual to the OSC Poster and the Office of Special Counsel's worker hotline and website, and advise the

affected individual of his or her right to file a charge of discrimination with the Office of Special Counsel.

- (c) Provide that Respondent shall not take 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 one year following the effective date of this Agreement (the "Reporting Period"), Respondent shall provide any changes in company's employment policies or practices as they relate to nondiscrimination on the basis of citizenship status and national origin, to the Office of Special Counsel for approval at least thirty (30) days prior to the effective date of such revised policies.

9. Within ninety (90) days of receipt of a fully signed copy of this Agreement, all individuals who complete or verify any portion of the Form I-9 on behalf of the company shall attend an Employer/HR Representative webinar training provided by the Office of Special Counsel regarding their duty to comply with 8 U.S.C. § 1324b. Respondent will pay all employees their normal rate of pay, and the training will occur during the employees' normally scheduled workdays and work hours. The Office of Special Counsel will work with Respondent to develop a training presentation that relates directly to Respondent's industry.
 - (a) Respondent shall compile attendance records listing the individuals who comply with the training requirements as described in this paragraph, in the form of Attachment A, including their full name, title, signature, and the date of the training, and send them via email to richard.crespo@usdoj.gov within ten (10) days of each training session.
 - (b) For a period of one year from the effective date of this Agreement, all new Human Resources Personnel and Corporate Human Resources Personnel hired by Respondent after the trainings described in this paragraph have been conducted shall attend an Office of Special Counsel Employer/HR webinar within thirty (30) days of hire.
10. During the Reporting Period, the Office of Special Counsel reserves the right to make reasonable inquiries of Respondent necessary to determine Respondent's compliance with this Agreement. As a part of such review, the Office of Special Counsel may require written reports concerning compliance, inspect Respondent's premises upon 48 hours' notice, examine witnesses, and examine and copy Respondent's documents at the expense of the Office of Special Counsel.
11. Within six months after the Agreement's execution, and six months after that, Respondent shall provide the Office of Special Counsel with copies of the completed Forms I-9 including attachments, for all non-U.S. citizen employees hired by Respondent

in the preceding six-month period. Respondent shall provide the documents in electronic form unless requested otherwise.

12. If the Office of Special Counsel has reason to believe that the Respondent is in violation of any provision of this Agreement, the Office of Special Counsel shall promptly notify Respondent of the purported violation. Respondent will then be given a thirty (30) day period from the date it is notified by the Office of Special Counsel in which to cure the violation to the Office of Special Counsel's satisfaction before Respondent is deemed by the Office of Special Counsel to be in violation of this Agreement.
13. This Agreement does not affect the right of any individual to file a charge alleging an unfair immigration-related employment practice against Respondent with the Office of Special Counsel, the authority of the Office of Special Counsel to investigate or file a complaint on behalf of any such individual, or the authority of the Office of Special Counsel to conduct an independent investigation of Respondent's employment practices. Nothing in this paragraph waives or otherwise tolls any time limit for an individual to file a charge or for investigating and filing a complaint.
14. This Agreement resolves any and all differences between the parties relating to the instant independent investigation of Respondent's employment eligibility verification process, through the date this Agreement is signed by all parties.
15. The provisions of paragraph 1 notwithstanding, the Office of Special Counsel shall not seek from Respondent any additional civil penalty for any potential pattern or practice of unfair documentary practices in violation of 8 U.S.C. § 1324b(a)(6) that is the subject of the investigation of Respondent's offices, designated as DJ Number 197-172-246, through the effective date of this Agreement.
16. This Agreement may be enforced in the United States District Court for the Middle District of Florida.
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 thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement. Respondent and the Office of Special Counsel 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 Office of Special Counsel and Respondent agree to bear their own costs, attorneys' fees and other expenses incurred in this action.
19. 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.


Sunny Grove Landscaping & Nursery, Inc.

By: 

President

Dated: Nov. 16, 2015

Office of Special Counsel for Immigration-Related Unfair Employment Practices

By: 

Alberto Ruisanchez
Deputy Special Counsel

Dated: 11/23/15

Jodi Danis
Special Litigation Counsel

Richard Crespo
Trial Attorney