

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made and entered into between American Cleaning Co., 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").

WHEREAS, on June 18, 2015, the Office of Special Counsel notified Respondent that it had initiated an investigation, DJ# 197-36-203 ("OSC Investigation"), to determine whether Respondent had engaged in unfair immigration-related employment practices prohibited under 8 U.S.C. § 1324b ("Act").

WHEREAS, the Office of Special Counsel concluded based upon the OSC Investigation that reasonable cause exists to believe that beginning no later than January 15, 2009 and continuing until at least February 2016, Respondent engaged in a pattern or practice of discriminatory document practices based on citizenship status in its employment eligibility verification process in violation of 8 U.S.C. § 1324b(a)(6). Specifically, the Office of Special Counsel determined that there is reasonable cause to believe that Respondent required non-citizen employees, but not similarly situated citizen employees, to produce a specific List A document issued by the U.S. Department of Homeland Security to prove their employment eligibility under 8 U.S.C. § 1324a(b).

WHEREAS, the Office of Special Counsel and Respondent wish to resolve the OSC Investigation without further delay or expense and hereby acknowledge that they are voluntarily entering into this Agreement.

WHEREAS, this Agreement is intended to facilitate the resolution of the Office of Special Counsel's investigation, and does not constitute an admission by Respondent of any liability or act in violation of 8 U.S.C. § 1324b.

NOW, THEREFORE, in consideration of the mutual promises herein contained and to fully and finally resolve the OSC Investigation as of the date of this Agreement, it is agreed as follows:

1. This Agreement shall become effective as of the date the last party signs the Agreement, which date is referred to herein as "Effective Date."
2. Respondent shall pay a civil penalty to the United States Treasury in the amount of one hundred ninety-five thousand dollars (\$195,000).

The monies discussed in this paragraph shall be paid via the FedWire electronic fund transfer system within thirty (30) calendar days from the Effective Date of this Agreement or receipt of fund transfer instructions from the Office of Special Counsel, whichever is later. On the day of payment, Respondent shall confirm payment via email addressed to Hillary K. Valderrama at hillary.valderrama@usdoj.gov.

3. Respondent shall not intimidate, threaten, coerce, or retaliate against any person for his or her participation in the OSC Investigation or exercise of any right or privilege secured by

8 U.S.C. § 1324b.

4. Respondent shall post 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 OSC Poster will be posted within fourteen (14) days from the Effective Date of this Agreement and will remain posted for three (3) years thereafter. The OSC Poster shall be posted in English and any other available language that is the preferred language of Respondent's employees, if that language is known.
5. Within thirty (30) days of the Effective Date of this Agreement, Respondent shall revise any existing written employment policies as they relate to nondiscrimination and provide them for review and approval by the Office of Special Counsel. Any existing written employment policies shall be revised to:
 - (a) Prohibit (1) the consideration of citizenship status in the hiring, recruiting, employment eligibility verification, and firing processes and (2) unfair documentary practices, including but not limited to requesting more or different documents than those listed on the instructions to the Form I-9, as prohibited by 8 U.S.C. § 1324b;
 - (b) Prohibit the imposition of any limitation on the amount of time to resolve a tentative non-confirmation (TNC) other than the applicable time limits provided by E-Verify;
 - (c) Refer applicants and employees who complain, formally or informally, of any of the following to the Office of Special Counsel by providing OSC's worker hotline number (1-800-255-7688):
 - i) citizenship or immigration status discrimination in the hiring, firing, and/or recruitment processes, or
 - ii) unfair documentary practices/document abuse, based on citizenship/immigration status or national origin, in the employment eligibility verification and reverification processes; and
 - (d) 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 any lawful manner in any investigation or action under 8 U.S.C. § 1324b.
6. Within thirty (30) days of the Effective Date of this Agreement, Respondent shall either eliminate or revise the section of its web site entitled "Immigration Compliance" to make it consistent with the E-Verify requirements in Form M-775, E-Verify User Manual for Employers, and provide it for review and approval by the Office of Special Counsel. In particular, Respondent will eliminate any reference to a requirement that employees

whose information does not match SSA and/or DHS databases must reconcile the discrepancies in two weeks' time in order to continue working with Respondent.

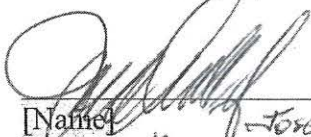
7. During the three (3) years following the Effective Date of this Agreement (the "Reporting Period"), Respondent shall provide any changes in employment policies as they relate to nondiscrimination on the basis of citizenship, immigration status, and national origin to the Office of Special Counsel for review at least thirty (30) days prior to the effective date of such revised policies.
8. Within ninety (90) days of the Effective Date of this Agreement, all current Human Resources Personnel, which includes any individual responsible for hiring (such as Respondent's office manager, the office manager's assistant, district managers, and area managers) shall receive training provided or approved by the Office of Special Counsel on their obligation to comply with 8 U.S.C. § 1324b.
 - (a) The initial training will consist of an in-person or remote webinar-style online training from the Office of Special Counsel conducted at a mutually agreeable time and place within ninety (90) days of the Effective Date of this Agreement. Any and all subsequent trainings shall consist of a remote webinar presentation. Participants shall register for the webinar presentation at www.justice.gov/crt/about/osc/webinars.php;
 - (b) All employees will be paid their normal rate of pay during the training, and the training will occur during their normally scheduled workdays and work hours. Respondent shall bear all costs associated with these training sessions;
 - (c) For a period of three (3) years from the Effective Date of this Agreement, all new Human Resources Personnel and management/supervisory staff responsible for hiring or I-9 verification who are hired or promoted by Respondent after the training described in this paragraph has been conducted shall attend an Office of Special Counsel Employer/HR webinar within sixty (60) days of hire or promotion; and
 - (d) Respondent shall compile attendance records listing the individuals who attend the training 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 lorren.love@usdoj.gov or such other individual identified by the Office of Special Counsel within ten (10) days of each training session.
9. During the Reporting Period, the Office of Special Counsel reserves the right to make reasonable inquiries to 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 reasonable advance notice and during normal business hours, examine witnesses, and examine and copy Respondent's documents at the expense of the Office of Special Counsel.

10. If the Office of Special Counsel has reason to believe that Respondent is in violation of any provision of this Agreement other than paragraph (3), the Office of Special Counsel shall notify Respondent of the purported violation without opening an investigation. Respondent will then be given thirty (30) days 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.
11. This Agreement does not affect:
 - (a) the right of any individual to file a charge alleging an unfair immigration-related employment practice against Respondent with the Office of Special Counsel;
 - (b) the authority of the Office of Special Counsel to investigate or file a complaint on behalf of any such individual; or
 - (c) the authority of the Office of Special Counsel to conduct an independent investigation of Respondent's employment practices occurring after the Effective Date or outside the scope of this investigation.
12. The provisions of paragraph 2 notwithstanding, the Office of Special Counsel shall not seek from Respondent any additional civil penalty for the pattern or practice of document abuse status discrimination in violation of 8 U.S.C. § 1324b that is the subject of the OSC Investigation through the date this Agreement is signed by all parties.
13. This Agreement resolves any and all differences between the parties relating to the Office of Special Counsel's independent investigation described herein, through the Effective Date of this Agreement.
14. The Office of Special Counsel agrees to close its independent investigation of Respondent described herein within fifteen (15) days after the Respondent's satisfaction of paragraphs 2, 4, 5, and 6 of this Agreement.
15. This Agreement may be enforced in the United States District Court for Massachusetts or any other court of competent jurisdiction.
16. The Office of Special Counsel and Respondent agree that, as of the Effective Date of this Agreement, litigation concerning the violations of 8 U.S.C. § 1324b that the Office of Special Counsel 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 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 shall not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement invalid.


18. The Office of Special Counsel and Respondent shall bear their own costs, attorneys' fees and other expenses incurred in this action.
19. This Agreement sets forth the entire agreement between the Respondent and the Office of Special Counsel 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.

American Cleaning Company

By: 
[Name] Joseph Sullivan
[Title] Pres + Treas

Dated: 10-10-16

Office of Special Counsel for Immigration-Related Unfair Employment Practices

By: 
Alberto Ruisanchez
Deputy Special Counsel

Dated: 10-17-16

C. Aloat Sebastian
Special Litigation Counsel

Hillary K. Valderrama
Trial Attorney

Jenna Grambort
Trial Attorney