SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into between Food Love 125 Inc. d/b/a Ichiba Ramen, ("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 12, 2017, IER received a charge filed by [redacted] ("Charging Party") against Respondent, DJ# 197-51-629 (the "IER Charge"), alleging that Respondent refused to hire him for a wait staff position at its restaurant located at 125 University Place, New York, NY 10003, because he is not Japanese or Korean, in violation of the unfair immigration-related employment practices provisions of 8 U.S.C. § 1324b(a)(1) ("Act");

WHEREAS, on July 12, 2017, IER notified Respondent that it had initiated an investigation of the IER Charge to determine whether Respondent had discriminated against the Charging Party in violation of 8 U.S.C. § 1324b(a)(1);

WHEREAS, IER concluded, based upon its investigation ("Investigation") that there is reasonable cause to believe that Respondent discriminated against the Charging Party in violation of 8 U.S.C § 1324b(a)(1) by refusing to hire him because he is not Japanese or Korean;

WHEREAS, during the course of the Investigation Respondent provided the Charging Party one thousand seven hundred and sixty dollars ($1,760.00) in backpay;

WHEREAS, IER and Respondent wish to resolve this investigation without further delay or expense, and hereby acknowledge that each party is voluntarily and freely entering into this Agreement;

WHEREAS, Respondent has represented to IER that it will cease doing business at the location 125 University Place, New York, NY, on February 28, 2018;

NOW, THEREFORE, in consideration of the mutual promises contained below, and to fully and finally resolve the investigation, the Parties agree as follows:

II. TERMS OF SETTLEMENT

1. This Agreement becomes effective as of the date of the latest signature below, which date is referenced hereafter as the "Effective Date." The term of this Agreement is one year following the Effective Date.

2. This Agreement applies to Respondent's current restaurant location and all future restaurant locations Respondent opens during the term of this Agreement.

3. Respondent shall pay a civil penalty to the United States Treasury in the amount of two thousand dollars ($2,000.00). Respondent shall pay the monies discussed in this paragraph via the FedWire electronic fund transfer system within seven (7) business days of the Effective Date of this Agreement or receipt of fund transfer instructions from IER, whichever is later. On the day of payment, Respondent shall confirm via email to Richard Crespo at richard.crespo@usdoj.gov that payment was made.

4. Pursuant to 8 U.S.C. § 1324b, Respondent shall not discriminate against applicants or employees based on citizenship, immigration status, or national origin, during the recruitment, hiring, firing, and employment eligibility verification and re-verification process.

5. Respondent shall not intimidate, threaten, coerce, or retaliate against any person for his or her participation in IER's investigation or exercise of any right or privilege secured by 8 U.S.C. § 1324b.

6. Respondent shall post IER's "If You Have The Right to Work" poster ("IER Poster"), in color and measuring no smaller than 18" x 24," 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. The IER Poster will be posted within seven (7) days of the Effective Date, and will be and remain posted at any restaurant location Respondent opens or operates during the term of this Agreement. Respondent shall post the IER Poster in English, Spanish, and any other available language that is the preferred language of Respondent's employees, if that language is known.

7. Within sixty (60) days of the Effective Date, Respondent will review any existing employment policies that relate to nondiscrimination based on protected traits or characteristics. To the extent that it has such policies that do not already include such provisions, Respondent will revise them to: 1) prohibit discrimination on the basis of citizenship, immigration status, or national origin in the hiring and firing process, 2) include citizenship, immigration status, and national origin as prohibited bases of discrimination, and ensure inclusion of these bases in any similar Equal Employment Opportunity (EEO) statements Respondent includes in printed or electronic materials available to the public or employees; and 3) 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.

8. Within sixty (60) days of the Effective Date, all employees of Respondent involved in in the recruitment, hiring, or onboarding of employees shall receive training provide by IER on their obligation to comply with 8 U.S.C. § 1324b.

(a) The trainings shall consist of viewing a free IER Employer/HR webinar;

(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 employee costs associated with these training sessions;

(c) Respondent shall compile attendance records listing the individuals who attend the training described in this paragraph, 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; and

(d) During the term of this Agreement, all newly hired or promoted employees involved in the recruitment, hiring, or onboarding of employees who assumed their duties after the training described in this paragraph has been conducted shall attend an IER Employer/HR webinar within thirty (30) days of hire. Respondent shall compile and send attendance records for these individuals pursuant to richard.crespo@usdoj.gov.

9. During the term of this Agreement, IER reserves the right to make reasonable inquiries to Respondent to determine Respondent's compliance with this Agreement. As a part of such review, IER may require written reports concerning compliance, inspect Respondent's premises, examine witnesses, and examine and copy Respondent's documents.

10. This Agreement does not affect the right of any individual to file a charge under the Act alleging an unfair immigration-related employment practice, IER's authority to investigate or file a complaint on behalf of any such individual, or IER's authority to conduct an independent investigation of Respondent's employment practices.

III. ADDITIONAL TERMS OF SETTLEMENT

11. 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 investigations. 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.

12. This Agreement may be enforced in the United States District Court for the Southern District of New York or any other 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.

13. Should any court declare or determine that any provision(s) of this Agreement is/are illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected and said illegal or invalid part(s), term(s) or provision(s) shall be deemed not to be part of this Agreement. The Parties shall not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement is invalid.

14. 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 other obligations imposed by this Agreement.

15. The Parties shall each bear their own costs, attorneys' fees and other expenses incurred in this action.

16. 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.

Food Love 125 Inc. d/b/a Ichiba Ramen

Sunjae Lee, Esq.
The Law Offices of John C. Kim, P.C.
163-10 Northern Boulevard
Suite 201
Flushing, NY 11358

By: _____ Dated: 2/15/2018

Sunjae Lee, Esq.
Legal Representative

Immigrant and Employee Rights Section

By: _____ Dated: 2/20/18

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