

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) is entered into between the Housing Authority of Victoria, Texas (“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 13, 2018, IER received a charge filed on behalf of [REDACTED] (“Injured Party”), DJ#197-74-626 (“IER Charge”), alleging that Respondent requested additional documentation from him after he had presented a valid driver’s license and unrestricted Social Security card, based on his status as a non-U.S. citizen, and terminated him when he could not comply with the request, in violation of the anti-discrimination provision of the Immigration and Nationality Act, 8 U.S.C. §§ 1324b(a)(6) and (a)(1);

WHEREAS, on July 17, 2018, IER notified Respondent that it had initiated an investigation (“IER Investigation”) based on the Injured Party’s allegations to determine whether Respondent had engaged in any discriminatory conduct in violation of 8 U.S.C. § 1324b;

WHEREAS, IER concluded based upon the IER Investigation that there is reasonable cause to believe that Respondent requested more and different documentation from the Injured Party than required under 8 U.S.C. § 1324a, thereby refusing to honor the Injured Party’s valid documents, based on his citizenship status, and terminated him when he could not comply with the discriminatory request, in violation of 8 U.S.C. §§ 1324b(a)(6) and (a)(1);

WHEREAS, Respondent denies that it refused to honor the Injured Party’s documents or otherwise discriminated against him due to his citizenship status;

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; and

NOW, THEREFORE, in consideration of the below mutual promises, and to fully and finally resolve the IER Investigation as of the date of this Agreement, the Parties agree as follows:

II. TERMS OF SETTLEMENT

1. This Agreement shall become effective as of the date the last party signs the Agreement, referred to as the “Effective Date.” The term of this Agreement is two years following the Effective Date.
2. Respondent shall pay a civil penalty to the United States Treasury in the amount of \$4,543.25. Respondent shall pay the monies discussed in this paragraph via the FedWire electronic fund transfer system within 15 days of either the Effective Date or receipt of fund transfer instructions from IER, whichever is later. On the day of payment,

Respondent shall confirm via email to Julia Heming Segal at Julia.Heming.Segal@usdoj.gov (or any other individual IER designates) that payment was made.

3. Respondent shall, within 15 days from the Effective Date, send the Injured Party an IRS Form W-4 and a form permitting the Injured Party to elect a method of payment for the payment referenced in paragraph 4.
4. Respondent shall pay the Injured Party, within 15 days from its receipt of the Injured Party's IRS Form W-4, the amount of \$4,082.01, which constitutes back pay plus accumulated interest, calculated at the IRS underpayment rate, through the Effective Date, to the Injured Party, less any deductions and withholdings required by law. On the day of payment, Respondent shall confirm via email to Julia Heming Segal at Julia.Heming.Segal@usdoj.gov (or any other individual IER designates) that payment was made.
5. Within 30 days from the Effective Date, Respondent shall offer the Injured Party reinstatement to the position that the Injured Party previously held, with at least the same benefits, terms and conditions provided to Respondent's other employees, and upon reinstatement, shall restore any additional retroactive benefits, except retirement benefits, under the same terms and conditions the Injured Party would have been eligible for such benefits had he been employed by Respondent from June 29, 2018 through the date of his reinstatement, including but not limited to seniority and/or vacation days that the Injured Party would have earned from June 29, 2018 until the date of his reinstatement. Upon reinstatement, Respondent will deposit into the Injured Party's retirement account an amount equal to the amount Respondent would have contributed to the Injured Party's retirement account had the Injured Party been employed by Respondent from June 29, 2018 through the date of his reinstatement.
6. This Agreement resolves any and all differences between the Parties with respect to the IER Investigation through the Effective Date. IER shall not seek from Respondent any additional civil penalty or relief on behalf of itself or the Injured Party, beyond that referenced in paragraph 2, for the alleged unfair documentary practice and alleged unlawful termination in violation of 8 U.S.C. §§ 1324b(a)(6) and (a)(1) that are the subject of the IER Investigation through the Effective Date.
7. 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 or reverification (together, "EEV") process.
8. Respondent shall avoid discrimination in the EEV process by (a) honoring Form I-9 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; (c) not rejecting valid Form I-9 documents due to an individual's citizenship status, immigration status, or national origin, and (d) permitting

all employees to present any document or combination of documents acceptable by law.

9. Respondent shall not intimidate, threaten, coerce, or retaliate against any person for his or her participation in the IER Investigation or exercise of any right or privilege secured by 8 U.S.C. § 1324b. Nothing herein shall prevent Respondent from taking disciplinary or other action against any person for conduct unrelated to an individual's participation in the IER Investigation or other exercise of any right or privilege secured by 8 U.S.C. § 1324b.
10. For the term of this Agreement, if it does not already do so, Respondent shall post 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 will post the IER Poster in English and Spanish.
11. Within 90 days of the Effective Date, Respondent shall review and, if necessary, revise its policies, written procedures, checklists, training materials, and internal guidelines relating to hiring, firing, assignment, and badging, to:
 - a. Prohibit requesting more or different documents, specifying documents, or rejecting valid documents, because of an individual's citizenship, immigration status or national origin;
 - b. Include citizenship, immigration status, and national origin as prohibited bases of discrimination, except to the extent otherwise required or permitted by law;
 - c. Refer applicants and employees who complain, formally or informally, of discrimination in the hiring, firing, or employment eligibility verification and reverification process immediately to IER by directing the affected individual to IER's worker hotline (800-255-7688), and advising the affected individual of his or her right to file a charge of discrimination with IER; 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.

Respondent shall submit the above referenced revisions to IER for review and approval at least 30 days prior to their proposed implementation, and will continue to do so for any subsequent revisions to these documents for two years from the Effective Date.

12. During the term 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, and employment eligibility verification policies, as well as all managers and employees who have any role in the employment eligibility verification process, such

as completing the Form I-9 and/or using the E-Verify system (collectively, “Human Resources Personnel”), can readily access 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-9Central, and, if Respondent uses E-Verify in the jurisdiction the employee is located, the most current USCIS E-Verify Manual (M-775) (“Manual”), available at www.uscis.gov/e-verify/publications/manuals-and-guides/e-verify-user-manual. Copies of these documents and future revisions of the Form I-9, Handbook, Manual and guidance can be obtained from the United States Citizenship and Immigration Services at www.uscis.gov.

13. Within 90 days of the Effective Date, all Human Resources Personnel shall:
 - e. Attend a free IER training on their obligation to comply with 8 U.S.C. § 1324b, subject to the following conditions:
 - i. The training shall consist of viewing the IER Employer/HR Representative webinar presentation, and participants shall register at <https://www.justice.gov/crt/webinars>.
 - ii. All Human Resources Personnel will be paid the normal rate of pay during the training, the training will occur during the normally scheduled workday and work hours, and Respondent shall bear all costs associated with any training sessions.
 - iii. Respondent shall confirm attendance of each Human Resources Personnel at each training session via email to Julia Heming Segal at Julia.Heming.Segal@usdoj.gov within 10 days of completion.
 - iv. During the term of this Agreement, all new Human Resources Personnel hired or promoted after the training described in this paragraph has been conducted, shall attend an IER Employer/HR webinar within 60 days of hire or promotion.
14. During the term of this Agreement, IER reserves the right to make reasonable inquiries to Respondent as necessary to determine Respondent’s compliance with this Agreement.
15. If IER has reason to believe that Respondent is in violation of any provision of this Agreement during the term of this Agreement, IER may, in its sole discretion, notify Respondent of the purported violation without opening an investigation. Upon such notification, Respondent shall have 15 days to provide an explanation regarding the purported violation. In the event that Respondent’s explanation does not satisfy IER’s concern, Respondent will then have 30 days from the date of IER’s notification regarding Respondent’s explanation to cure the purported violation to IER’s satisfaction before IER deems Respondent to be in violation of this Agreement.

16. This Agreement does not affect the rights of any individual alleging an unfair immigration-related employment practice against Respondent, IER's authority to investigate or file a complaint on behalf of any such individual, IER's authority to conduct an independent investigation of Respondent's employment practices that are not encompassed within the IER Investigation or that arise after the Effective Date or Respondent's right to vigorously defend against any complaint and/or alleged unfair immigration-related employment practice and to fully participate in any investigation conducted by IER.

III. ADDITIONAL TERMS OF SETTLEMENT

17. 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 IER Investigation. 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. The Parties agree that the paragraphs set forth in Part II of this Agreement (entitled "Terms of Settlement") are material terms, without waiver of either Parties' right to argue that other terms in the Agreement are material.
18. This Agreement may be enforced in the United States District Court for the Southern District of Texas. 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 defense either party might have against a claim for enforcement.
19. The Parties agree that, as of the Effective Date, litigation concerning the alleged violations of 8 U.S.C. § 1324b that are the subject of the IER Investigation 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 shall 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 shall bear their own costs, attorneys' fees and other expenses incurred in this action.
22. 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

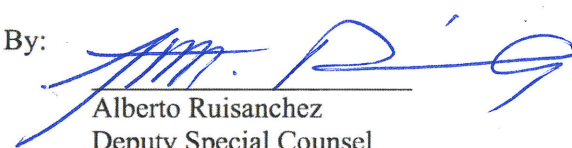
shall be bound by facsimile signatures.

The Housing Authority of Victoria, TX

By: 
Brandy Hilbrich
Executive Director

Dated: 3/27/2019

Immigrant and Employee Rights Section

By: 
Alberto Ruisanchez
Deputy Special Counsel

Dated: 4-1-19

Liza Zamd
Senior Trial Attorney

Julia Heming Segal
Trial Attorney