

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into by and between Levy Premium Foodservice Limited Partnership, d/b/a Levy Restaurants, ("Respondent"), and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section ("IER").

WHEREAS, by letter dated August 4, 2016, IER (formerly the Office of Special Counsel for Immigration Related Unfair Employment Practices) notified Respondent that it had initiated an investigation of Respondent based on a charge filed by a charging party, DJ Number 197-52-286 ("Investigation"), to determine whether Respondent's employment eligibility verification practices at its Barclay Center location violate the anti-discrimination provision of the Immigration and Nationality Act, 8 U.S.C. § 1324b (the "Act").

WHEREAS, IER concluded based upon its investigation that there is reasonable cause to believe that Respondent engaged in unfair documentary practices in violation of 8 U.S.C. § 1324b(a)(6), by (1) improperly reverifying non-U.S. citizens, but not similarly-situated U.S. citizens, and (2) requiring non-U.S. citizens, but not similarly-situated U.S. citizens, to present specific documents during the employment eligibility reverification process to establish their work authority. Respondent denies that it engaged in a pattern or practice of unfair documentary practices.

WHEREAS, IER 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 mutual promises below and to fully and finally resolve the Investigation as of the date of this Agreement, it is agreed as follows:

1. Respondent shall pay a civil penalty to the United States Treasury in the amount of two thousand five hundred dollars (\$2,500).
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. IER 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.

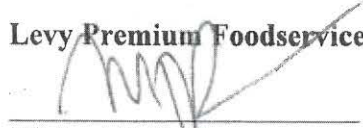
5. Respondent will not intimidate, threaten, coerce, or retaliate against any person for his or her participation in this matter or the exercise of any right or privilege secured by 8 U.S.C. § 1324b.
6. Respondent shall post an English and Spanish version of IER's "If You Have The Right to Work" poster ("IER Poster"), in color and measuring no smaller than 18" x 24", an image of which is available at <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 at its Barclays Center location, 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, and the USCIS Employment Eligibility Verification Handbook for Employers (M-274) ("Handbook"), available at www.uscis.gov/I-9 Central. Copies of these documents and future revisions of the Form I-9, and Handbook can be obtained from the United States Citizenship and Immigration Services at www.uscis.gov.
8. Within ninety (90) days of the effective date 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; and (3) discriminating, on the basis of citizenship status or national origin, during the Form I-9 employment eligibility verification and re-verification process.
 - (b) Refer applicants and employees who complain, formally or informally, of discrimination in the hiring or firing related to the Form I-9 employment eligibility verification and re-verification 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.
 - (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.

For two years following the effective date of this Agreement (the "Reporting Period"), Respondent shall provide any changes to the company's employment policies or practices only if those changes relate to nondiscrimination on the basis of citizenship status and national origin, to IER for approval at least thirty (30) days prior to the effective date of such revised policies.

9. Within ninety (90) days of the effective date of this Agreement, all individuals who complete or verify any portion of the Form I-9 on behalf of the company at its Barclays Center location shall attend an Employer/HR Representative webinar training provided by IER regarding their duty to comply with 8 U.S.C. § 1324b. Respondent will pay all employees their normal rate of pay during the training, and the training will occur during the employees' normally scheduled workdays and work hours. IER 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 at Respondent's Barclays Center location hired by Respondent after the trainings described in this paragraph have been conducted shall attend an IER Employer/HR webinar within thirty (30) days of hire.
10. During the Reporting Period, IER reserves the right to make reasonable inquiries of Respondent necessary to review Respondent's compliance with this Agreement. Such review may consist of IER written reports concerning compliance with this agreement, inspection of Respondent's premises, examination of witnesses, and examination and copying of Respondent's employment verification documents at the expense of IER.
11. If requested by IER, within six months after the effective date of this Agreement, and six months after that, Respondent shall provide IER 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 IER has reason to believe that the Respondent is in violation of any provision of this Agreement, IER 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 IER in which to cure the violation to IER's satisfaction before Respondent is deemed by IER 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 IER, the authority of IER to investigate or file a complaint on behalf of any such individual, or the authority of IER to conduct an independent investigation of Respondent's employment practices.
14. This Agreement resolves any and all differences between the parties relating to the Investigation, through the date this Agreement is signed by all parties.
15. The provisions of paragraph 1 notwithstanding, IER shall not seek from Respondent any additional civil penalty for any potential unfair documentary practices in violation of 8 U.S.C. § 1324b(a)(6) that is the subject of the Investigation, through the effective date of this Agreement.
16. This Agreement may be enforced in the United States District Court for the Eastern District of New York. Nothing in this Agreement shall be construed or interpreted as a waiver of sovereign immunity on the part of IER.
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 IER 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. IER 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.
20. The effective date of this Agreement shall be the date of the last signature below.

By: **Levy Premium Foodservice Limited Partnership d/b/a Levy Restaurants**



Michael T. Perlberg
Secretary of its General Partner

Dated: 1/26/17

By: **Immigrant and Employee Rights Section**



Jodi Danis
Acting Deputy Special Counsel

Dated: 2/2/17

Sebastian Aloit
Special Litigation Counsel

Richard Crespo
Trial Attorney

[ATTACHMENT A]

I certify that I have received training on immigration-related unfair employment practices and the proper execution of the employment eligibility verification process as specified by law.

Name	Title/Position	Location	Date of Training	Signature
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