

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made and entered into between Sellari's Enterprises, Inc. ("Respondent"), and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section ("IER" or "Section").

WHEREAS, on February 29, 2016, the IER notified Respondent that it had initiated an investigation, DJ# 197-17M-270 ("IER Investigation"), to determine whether Respondent had engaged in unfair immigration-related employment practices prohibited by 8 U.S.C. § 1324b ("Act").

WHEREAS, the Section concluded based upon the IER Investigation that reasonable cause exists to believe that beginning no later than January 16, 2013, and continuing through at least March 2016, Respondent engaged in a pattern or practice of discriminatory document practices based on citizenship status in the employment eligibility verification process in violation of 8 U.S.C. § 1324b(a)(6). Specifically, Respondent required non-citizen employees, but not similarly situated U.S. citizen employees, at Sellari's Enterprises, Inc.'s Orlando, Florida location to produce a specific document issued by the U.S. Department of Homeland Security to prove their employment eligibility under 8 U.S.C. § 1324a(b).

WHEREAS, the Section and Respondent wish to resolve the IER 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 Section'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 below, and to fully and finally resolve the IER 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 is referred to herein as the "Effective Date."
2. Respondent shall pay a civil penalty to the United States Treasury in the amount of one hundred twenty thousand dollars (\$120,000). The monies discussed in this paragraph shall be paid via the FedWire electronic fund transfer system within ten (10) business days of the Effective Date of this Agreement or receipt of fund transfer instructions from the Section, whichever is later. On the day of payment, Respondent shall confirm via email to Hillary K. Valderrama at hillary.valderrama@usdoj.gov that payment was made.
3. Respondent shall treat all individuals equally, without regard to citizenship or immigration status or national origin, during the recruitment, hiring, firing, and

employment eligibility verification and re-verification process, as required by 8 U.S.C. § 1324b.

4. 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.
5. Respondent shall post the Section'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 IER Poster will be posted within fourteen (14) days of the Effective Date and will remain posted for three (3) years thereafter. The IER 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.
6. Within thirty (30) days of the Effective Date of this Agreement, Respondent shall ensure that its employment policies:
 - (a) Prohibit (1) requesting more or different documents, or rejecting valid documentation, because of an individual's citizenship, immigration status or national origin; and (2) imposing any limitation on the amount of time to resolve a tentative non-confirmation (TNC) other than the applicable time limits provided by E-Verify;
 - (b) Clarify the employment eligibility verification rules applicable to newly hired employees who have applied for, but not yet received, a Social Security number but who can complete the Form I-9 and provide acceptable documentation from List A or Lists B and C;
 - (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 the Section by directing the affected individual to the IER Poster and the Section's worker hotline and website, and advise the affected individual of his or her right to file a charge of discrimination with the Section; 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.
7. During the three (3) years following the Effective Date (the "Term of this Agreement"), Respondent shall provide any changes in employment policies as they relate to nondiscrimination on the basis of citizenship or immigration status or national origin, including all of the revisions in Paragraph 6, to the Section for approval at least twenty

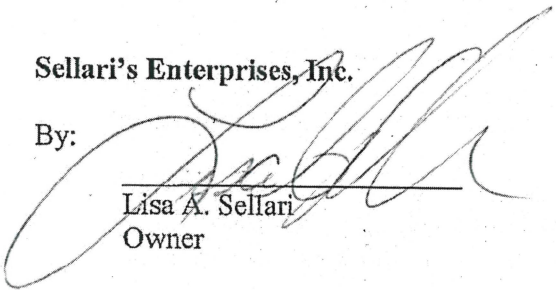
(20) days prior to the effective date of such revised policies.

8. Within ninety (90) days of the Effective Date of this Agreement, all individuals with any responsibility for providing any guidance regarding or completing any portion of the employment eligibility verification (EEV) process (including the Form I-9 and E-Verify), including training staff members in the EEV process, which includes but is not limited to Respondent's recruiters, front office coordinators, and payroll clerks, shall join the Section's email distribution list and receive training provided by the Section on their obligation to comply with 8 U.S.C. § 1324b.
 - (a) The trainings shall consist of viewing a remote webinar presentation. Participants shall register for the webinar presentation at www.justice.gov/crt/webinars;
 - (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 staff hired or promoted by Respondent into positions with any responsibility for providing any guidance regarding or completing any portion of the EEV process (including the Form I-9 and E-Verify), including training staff members in the EEV process, after the training described in this paragraph has been conducted shall attend an IER 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 hillary.valderrama@usdoj.gov within ten (10) days of each training session.
9. During the Term of this Agreement, the Section reserves the right to make reasonable inquiries to Respondent as necessary to determine Respondent's compliance with this Agreement. As a part of such review, the Section may require written reports concerning compliance, inspect Respondent's premises, examine witnesses, and examine and copy Respondent's documents.
10. If the Section has reason to believe that Respondent is in violation of any provision of this Agreement, the Section may, in its sole discretion, 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 Section 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 the right of any individual to file a charge alleging an unfair immigration-related employment practice against Respondent with the Section, the authority of the Section to investigate or file a complaint on behalf of any such individual, or the authority of the Section to conduct an independent investigation of Respondent's employment practices.
12. The provisions of paragraph 2 notwithstanding, the Section shall not seek from Respondent any additional civil penalty for the pattern or practice of document abuse discrimination in violation of 8 U.S.C. § 1324b that is the subject of the IER Investigation through the date this Agreement is signed by all parties.
13. This Agreement may be enforced in the United States District Court for the Middle District of Florida 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.
14. The Section and Respondent agree that, as of the effective date of this Agreement, litigation concerning the violations of 8 U.S.C. § 1324b that the Section 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. 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 Section shall not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement is invalid.
16. The Section and Respondent shall bear their own costs, attorneys' fees and other expenses incurred in this action.
17. This Agreement sets forth the entire agreement between the Respondent and the Section and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter herein.
18. 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.

Sellari's Enterprises, Inc.

By:

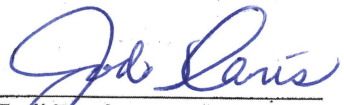


Lisa A. Sellari
Owner

Dated: 6-27-17

Immigrant and Employee Rights Section

By:



Jodi Danis
Acting Deputy Special Counsel

Dated: 6/30/17

C. Aloot Sebastian
Special Litigation Counsel

Hillary K. Valderrama
Trial Attorney