

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made and entered into by and among Restwend, LLC ("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 August 11, 2010, the Office of Special Counsel received a charge filed by [REDACTED] [REDACTED] ("Charging Party") against Respondent, alleging citizenship status discrimination in violation of the unfair immigration-related employment practices provisions of 8 U.S.C. § 1324b (the "Act").

WHEREAS, on November 8, 2010, the Office of Special Counsel expanded its investigation of the Charging Party's charge to include a pattern or practice of citizenship status discrimination in hiring.

WHEREAS, the Office of Special Counsel determined during the course of its investigation of the charge that there is reasonable cause to believe that Respondent committed citizenship status discrimination in violation of the Act.

WHEREAS, Respondent, and the Office of Special Counsel acknowledge that they are voluntarily entering into this Settlement Agreement ("Agreement").

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, it is agreed as follows:

1. This Agreement is neither an admission by Respondent of any act in violation of 8 U.S.C. § 1324b nor an admission by the United States of the merits of any of Respondent's defenses.
2. Respondent agrees to pay [REDACTED] an unsuccessful Restwend job applicant, fourteen thousand five-hundred dollars (\$14,500) in back pay, minus required tax deductions, plus four hundred and fifty dollars (\$450) interest, conditioned upon [REDACTED] signing a full release of all claims related to any Restwend employment applications submitted by [REDACTED] prior to the date of this Agreement.
3. The payment to [REDACTED] discussed in the preceding paragraph shall be paid directly to [REDACTED], by certified or registered mail, return receipt requested, within ten (10) days from the later of the receipt by Respondent of the signed release or the effective date of the signed release. The Office of Special Counsel will provide Respondent with [REDACTED]'s mailing address within 24 hours of the execution of this agreement, and Respondent will provide the Office of Special Counsel with a copy of the cover letter and check, including attachments, within the ten-day period referenced above.

4. Respondent will send the Office of Special Counsel the information discussed in the preceding paragraph, and in paragraph 15, to the following address:

DOJ, CRT, Office of Special Counsel
Attn: Liza Zamd
950 Pennsylvania Ave, NW
Washington, DC 20530

5. Respondent agrees to pay a civil penalty to the United States Treasury in the amount of three thousand two hundred dollars (\$3,200).
6. The civil penalty discussed in the preceding paragraph shall be made by check payable to the "United States Treasury c/o Mac McConkey" and mailed by express delivery service, along with a copy of the fully signed settlement agreement, to the following address within thirty (30) days of Respondent's receipt of a fully signed copy of this Agreement:

Mr. Mac McConkey
U.S. Department of Justice
Civil Rights Division
1425 New York Avenue, N.W., Room 5050
Washington, D.C. 20005

On the same day the check is mailed, an e-mail will be sent to Liza Zamd at liza.zamd@usdoj.gov providing the express delivery service tracking number for this mailing.

7. Respondent agrees that it shall not discriminate on the basis of citizenship status or national origin in violation of 8 U.S.C. § 1324b, and shall expressly include "national origin" and "citizenship status" as protected statuses in its Equal Employment Opportunity written hiring policy and on its job application.
8. Respondent agrees that it will treat all individuals equally, without regard to citizenship or immigration status, or national origin, during the employment eligibility verification and reverification process: (a) in 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) by not requesting more or different documents than are required by law, and (c) by permitting employees to present any document or combination of documents acceptable by law.
9. Respondent agrees that it will not discriminate or retaliate against the Charging Party, [REDACTED], or any other person for his or her participation in this matter.

10. Respondent agrees to post a copy of the attached Notice provided by the United States Department of Justice (Attachment A) all places where notices to employees and job applicants are normally posted in all of its restaurant locations. The Notice will be posted within thirty (30) days from the date that Respondent receives a fully signed copy of this Agreement and will remain posted for one year thereafter.
11. Respondent agrees to make a copy of the attached Notice (Attachment A) available for each applicant for employment where applications are displayed to the public at all Restwend restaurants and will continue to do so for one (1) year thereafter.
12. Respondent agrees to distribute a copy of the attached Handbook for Employers (Attachment B), and revised USCIS Form I-9 (Attachment C), to all managers and supervisors who have any role in completing the USCIS Form I-9, or who instruct employees or prospective employees on the proper completion of the form.
13. Within one hundred and twenty (120) days of receipt of a fully signed copy of this Agreement, Respondent will ensure that all its management or supervisory personnel who have any role in interviewing or hiring job applicants, or completing Section 2 of the Form I-9, will have received education concerning their responsibilities under 8 U.S.C. § 1324b pursuant to paragraph 14, or through alternative means agreed to by the Office of Special Counsel. Respondent's EEO policy will be reviewed and approved by the Office of Special Counsel before its implementation.
14. Within one hundred and twenty days (120) days of receipt of a fully signed copy of this agreement, all employees who are responsible for formulating and/or carrying out Respondent's employment eligibility verification policy, including all managers and employees who have any role in completing the USCIS Form I-9, and/or who instruct employees or prospective employees on the proper completion of the form, will:
 - a. attend a seminar concerning an employer's obligations under 8 U.S.C. § 1324b approved by the Office of Special Counsel; or,
 - b. view an educational video regarding 8 U.S.C. § 1324b provided by the Office of Special Counsel and speak to Office of Special Counsel personnel regarding the information presented in the video.
15. Respondent will circulate Attachment D or a similar document to all persons attending educational sessions required by paragraphs 13 and 14. Persons attending the training session shall complete Attachment D or a similar document as evidence of Respondent's compliance with this paragraph. A copy of Attachment D, including signatures, will be mailed to the Office of Special Counsel by registered or certified mail, return receipt requested, within ten (10) days of any training session.
16. Respondent agrees that the Office of Special Counsel may review compliance with this Agreement for a period of three years from execution of this Agreement. As a

part of such review, the Office of Special Counsel may require written reports concerning compliance, inspect Respondent's premises, examine witnesses, and examine and copy Respondent's documents at the expense of the Office of Special Counsel. Such requests must be fully satisfied by Respondent within thirty (30) business days of receipt of a written request from the Office of Special Counsel to Respondent's counsel.

17. The Office of Special Counsel agrees to dismiss, with prejudice, the Charging Party's charge filed against Respondent on August 11, 2010 with the Office of Special Counsel. The charge will be dismissed within five (5) business days of the execution of this agreement.
18. The Office of Special Counsel agrees not to pursue, investigate, or file any charge or complaint against Respondent based upon causes of action pursuant to 8 U.S.C. § 1324b, in relation to any of [REDACTED]'s employment applications prior to the date of this Agreement.
19. The Office of Special Counsel agrees not to open an investigation against Respondent based upon documents collected by Restwend before July 1, 2010, and produced during the investigation of this matter.
20. This Agreement may be enforced in the United States District Court for the District of Maine.
21. This Agreement, subject to paragraph 22 below, resolves any and all differences between the parties through the date this Agreement is signed by all parties.
22. 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 Office of Special Counsel, or the right of the Office of Special Counsel, except as limited by paragraphs 17, 18 and 19, to investigate or file a complaint on behalf of any such individual.
23. 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 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.
24. The Office of Special Counsel and Respondent agree to bear their own costs, attorneys' fees and other expenses incurred in this action.

25. This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter herein.
26. 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.

Restwend, LLC

Dated: 4.25.2011

By:



JASON GALL

Office of Special Counsel for Immigration-Related Unfair Employment Practices

Dated:

By:



Katherine A. Baldwin
Deputy Special Counsel



Elizabeth I. Hack
Special Litigation Counsel



Liza Zand
Jennifer Deines
Trial Attorneys