

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made and entered into by and among Brand Energy and Infrastructure Services (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 December 23, 2010, the Office of Special Counsel accepted as complete a charge filed by the Charging Party, [REDACTED], on behalf of [REDACTED] (“Injured Party”), against Respondent alleging unfair documentary practices in violation of the unfair immigration-related employment practices provisions of 8 U.S.C. § 1324b (the “Act”).

WHEREAS, on February 18, 2011, the Office of Special Counsel expanded its investigation of the Charging Party’s charge to include a pattern or practice of document abuse in hiring.

WHEREAS, on May 25, 2011, 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 unfair documentary practices in violation of the Act.

WHEREAS, Respondent and the Charging Party acknowledge that they are voluntarily entering into this Agreement.

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

1. Respondent agrees to pay a civil penalty to the United States Treasury in the amount of forty three thousand, five hundred and sixty dollars (\$43,560).
2. Respondent agrees to pay the Injured Party seven thousand, two hundred dollars (\$7,200) in back pay, minus required tax deductions, plus interest.
3. The payment to the Injured Party discussed in the preceding paragraph shall be made out in his name and sent directly to [REDACTED], by certified or registered mail, return receipt requested, within t [REDACTED] m 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] mailing address within 24 hours of the execution of this agreement, and Respondent will provide the Office of Special Counsel a copy of the cover letter and check, including attachments, within the ten-day period referenced above, by email to Liza Zamd at liza.zamd@usdoj.gov.
4. The civil penalty discussed in paragraph 1 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  
600 E Street, N.W., Room 3313  
Washington, DC 20004

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.

5. Respondent agrees that it shall not discriminate on the basis of citizenship status or national origin in violation of the Act, nor will it retaliate against any individual in violation of the Act.
6. Respondent agrees that it will treat all individuals equally, without regard to citizenship or immigration status, or national origin, during the application process, employment eligibility verification, E-Verify, and the 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.
7. Respondent agrees that it will not discriminate or retaliate against the Injured Party or any other person for his or her participation in this matter. Respondent further agrees not to place any reference to the charge or this Agreement in the Injured Party's personnel file and/or other employment records.
8. Respondent agrees to post a copy of the attached Notice provided by the United States Department of Justice (Attachment A) in all places where notices to employees and job applicants are normally posted. The Notice will be posted within thirty days from the date that Respondent receives a fully signed copy of this Agreement and will remain posted for one year thereafter.
9. Respondent agrees to provide a copy of the attached Notice (Attachment A) to each and every applicant for employment, including those who are not given an employment packet, within ten (10) days from the date that Respondent receives a fully signed copy of this Agreement and will continue to do so for one (1) year thereafter. Respondent will offer Attachment A in either Spanish or English, depending on the applicant's preference.
10. Respondent agrees to distribute a copy of the Handbook for Employers M-274 (Rev. 06/01/2011), a copy of which is available at <http://www.uscis.gov/files/form/m-274.pdf>, and a copy of the revised USCIS Form I-9 (Attachment B), to all managers

and employees at all its facilities who have any responsibility for completion of the Form I-9, or who instruct employees or prospective employees on the proper completion of the form.

11. Respondent agrees to maintain an application log of every person who seeks employment at the ISI Prairieville office. This log will note the applicant's name, phone number, and address. Respondent will produce this log every one-hundred and twenty (120) days to the Office of Special Counsel for a period of three (3) years.
12. Within ninety (90) days of receipt of a fully signed copy of this Agreement, Respondent will educate its personnel concerning their responsibilities under 8 U.S.C. § 1324b. 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 or E-Verify, and/or who instruct employees or prospective employees on the proper completion of the form or E-Verify, will:
  - a) attend a seminar concerning an employer's obligations under 8 U.S.C. § 1324b conducted or approved by the Office of Special Counsel.
15. Respondent will circulate Attachment C to all persons attending educational sessions required by this paragraph. Persons attending the training session or viewing the videotape shall complete Attachment C as evidence of Respondent's compliance with this paragraph. The original of Attachment C, including signatures, will be mailed to the Office of Special Counsel by registered or certified mail, return receipt requested, within ten (10) days of the training session.
16. Every one-hundred and twenty (120) days, for a period of three (3) years, Respondent shall provide the Office of Special Counsel copies of all informal or formal complaints of citizenship status discrimination or document abuse, and any written findings of the results of all investigations into the allegations and remedial actions proposed and/or taken. Respondent shall provide the Office of Special Counsel the name, address, phone number and citizenship status (if citizenship status is known) of all individuals who allege citizenship status discrimination and/or document abuse.
17. One hundred and twenty (120) days after receipt of a fully signed copy of this Agreement, Respondent shall provide the Office of Special Counsel a list of all newly hired employees, and the Office of Special Counsel shall select 15 employees for whom Respondent must send the Office of Special Counsel copies of the selected employees' completed applications, Forms I-9 and E-Verify printouts. This employee selection and reporting process shall occur every one hundred and twenty (120) days for a period of three (3) years. Respondent also agrees to permit the Office of Special Counsel's inspection of its original I-9 forms during the life of the agreement.

18. The Charging Party agrees to withdraw with prejudice the charge filed against Respondent on December 23, 2010, with the Office of Special Counsel. The Office of Special Counsel agrees to accept the withdrawal of this charge upon the satisfaction of paragraphs 3 and 4 of this Agreement, and will dismiss the charge in accordance therewith.
19. The Office of Special Counsel and Respondent agree, in the event the Charging Party does not sign this Agreement, to be bound by the terms of this Agreement, except for paragraphs 3 and 4, and that the failure to obtain the Charging Party's signature does not affect the validity of this Agreement. If the Charging Party fails to sign this Agreement, the Office of Special Counsel agrees that it will nonetheless close the investigation of the Charging Party's charge and all investigations arising from the charge, in accordance with the terms of this Agreement, within fifteen (15) days after Respondent complies with paragraphs 1 and 4.
20. This Agreement may be enforced in the United States District Court for the Eastern District of Louisiana.
21. This Agreement resolves any and all differences, including any citizenship status discrimination charges, between the parties relating to the Injured Party, and the charge filed by the Charging Party, through the date this Agreement is executed.
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 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, the Office of Special Counsel, the Charging Party, and the Injured Party 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. 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.
25. The Special Counsel and Respondent agree to bear their own costs, attorney's fees and other expenses incurred in this action.
26. 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.

27. 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.

Brand Energy and Infrastructure Services

Dated: 7/20/2011

By: 

James Billingsley, Esq.

Charging Party

Dated: July 20, 2011

By: 

Office of Special Counsel

Dated: 7/21/11

By: 

Seema Nanda  
Acting Deputy Special Counsel

C. Sebastian Aloit  
Acting Special Litigation Counsel

Liza Zamd  
Jennifer Deines  
Trial Attorneys