

SETTLEMENT AGREEMENT

RECITALS

THIS SETTLEMENT AGREEMENT AND RELEASE (the "Agreement") is made and entered into by and among Farmland Foods, Inc. ("Respondent"), [REDACTED] ("Charging Party") 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 September 28, 2010, the Office of Special Counsel made complete a charge filed by Charging Party against Respondent alleging citizenship status discrimination and unfair documentary practices in violation of the unfair immigration-related employment practices provisions of 8 U.S.C. § 1324b ("the Act").

WHEREAS, the Office of Special Counsel concluded, based upon its investigation of the charge, that there is reasonable cause to believe that Respondent committed unfair documentary practices in violation of the Act by requiring non-U.S. citizens and some foreign-born U.S. citizens to submit specific documents and more documentation than required to establish their employment authorization. Specifically, at its Monmouth plant during the period from December 1, 2009 to January 26, 2011, Respondent required a Department of Homeland Security issued "List A" document from all non-citizens. It also required non-citizens to provide more documents than were necessary to complete the Employment Eligibility Verification process.

WHEREAS, the Office of Special Counsel, the Charging Party, and Respondent desire to settle fully and finally all claims arising from or in any way related to the aforementioned charge and described practices.

WHEREAS, Respondent, the Charging Party, and the Office of Special Counsel 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:

AGREEMENT

1. The foregoing Recitals are hereby incorporated as material terms of this Agreement.
2. Respondent agrees to pay a civil penalty to the United States Treasury in the amount of two hundred ninety thousand, four hundred dollars (\$290,400).
3. 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 Agreement, to the following address within ten (10) days of Respondent's receipt of a fully signed copy of this Agreement:

Mac McConkey
U.S. Department of Justice
Civil Rights Division
600 E Street, NW
Room 3313
Washington, DC 20004

4. On the same day the check is mailed, an e-mail will be sent to Alexandra A. Vince at alexandra.vince@usdoj.gov providing the express delivery service tracking number for this mailing.
5. Respondent agrees that it shall not discriminate in recruitment, hiring, firing or the process of employment eligibility verification or re-verification of applicants and/or employees on the basis of citizenship status, immigration status or national origin in violation of 8 U.S.C. § 1324b; that it will cease requesting applicants or employees to produce any specific document or more documents than necessary to establish or reverify employment eligibility and identity; and that it will:
 - a. Honor 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 request more or different documents than are required by law; and
 - c. Will permit employees to present any document or combination of documents acceptable by law.
6. Respondent agrees that it will not retaliate against the Charging Party or any other person for his or her participation in this matter.
7. Respondent agrees that it will not require applicants for employment to complete the Department of Homeland Security Employment Eligibility Verification Form I-9 (“Form I-9”) prior to hire for purposes of a pre-employment background check or for any other purpose. Respondent further agrees to not use Form I-9s for any purpose beyond their intended lawful purpose and to refrain from disseminating completed copies to external non-governmental entities. Respondent agrees that the Employment Eligibility Verification Form I-9 will not be completed by new hires until after an offer to employ has been extended and accepted, and that new employees will be given three days to provide one List A document or one List B and one List C document of their choice. Respondent further agrees that it will specify in its written policies that each employee has until the third day of employment to provide documentation.
8. Respondent agrees that it will not discriminate against any applicant or employee on the basis of citizenship status, immigration status or national origin in connection with any background check process, and further agrees that it will:
 - a. Review, modify (subject to Office of Special Counsel approval), and re-issue its written policies, procedures, manuals, and handbooks to clearly explain the pre-

employment background check; and

- b. Provide all individuals not hired as a result of the background check a copy of Attachment A.
9. Within thirty (30) days of receipt of a fully signed copy of this Agreement, Respondent agrees to submit to OSC for approval a plan that will spell out how all employees who are responsible for formulating and/or carrying out Respondent's hiring, recruiting, or employment eligibility verification policies (and their supervisors) have been or will be trained.
10. Respondent will circulate Attachment A to all persons attending training sessions required by paragraph 9. Persons attending the training session shall complete Attachment B as evidence of Respondent's compliance with this paragraph. The original of Attachment B, 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.
11. Beginning not more than thirty (30) days from the date that Respondent receives a fully signed copy of this Agreement, Respondent agrees to provide a copy of Attachment A to each applicant for employment at all its facilities, and Respondent will continue to do so for one year thereafter.
12. Respondent agrees to distribute a copy of the Handbook for Employers M-274 , a copy of which is available at www.uscis.gov/I-9Central, 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.
13. Within thirty (30) days of receipt of a fully signed copy of this Agreement, Respondent shall review its employment policies as they relate to background checks and employment eligibility verification and re-verification pursuant to 8 U.S.C. § 1324a(b) and revise such policies, as necessary, to expressly prohibit discrimination on the basis of citizenship status, immigration status or national origin: (1) in the recruitment, hiring or termination of employees; (2) during, as part of, or otherwise in connection with the Form I-9 employment eligibility verification and re-verification processes; and, (3) during the background check process.
14. During the three (3) years following the effective date of this Agreement, Respondent agrees to provide any proposed changes in its employment policies as they relate to non-discrimination on the basis of citizenship status to the Office of Special Counsel for review at least ten (10) business days prior to the effective date of such revised policies.
15. While not limiting the Office of Special Counsel's general authority to conduct investigations under 8 U.S.C. § 1324b, during each of the three (3) years following the effective date of this Agreement, the Office of Special Counsel shall conduct a random audit of Respondent's Forms I-9s and attachments from the Monmouth plant. Respondent will provide the Office of Special Counsel the I-9s and attachments requested in an electronic format within seven (7) days of its receipt of the Office of Special

Counsel's request.

16. The Charging Party agrees to withdraw with prejudice the charge filed against Respondent made complete on September 28, 2010, with the Office of Special Counsel. The Charging Party's signature on this Agreement will constitute a request for such withdrawal. The Office of Special Counsel agrees to accept the withdrawal of this charge upon satisfaction of Paragraphs 1-4 of this Agreement and will dismiss the charge in accordance therewith.
17. The Charging Party hereby waives, releases, and covenants not to sue or commence any proceeding against Respondent with the Office of the Chief Administrative Hearing Officer, Executive Office for Immigration Review, U.S. Department of Justice, with respect to the charge made complete on September 29, 2010 with the Office of Special Counsel.
18. This Agreement may be enforced in the United States District Court for the Central District of Illinois.
19. This Agreement, subject to Paragraph 20 below, resolves any and all differences between the parties relating to the charge filed by the Charging Party through the date this Agreement is signed by all parties.
20. This Agreement does not affect the right of any individual (other than the Charging Party as set forth above in Paragraph 16) 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.
21. 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 and agree that the failure to obtain the Charging Party's signature does not affect the validity of this Agreement.
22. 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.
23. 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.
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.

Farmland Foods, Inc.

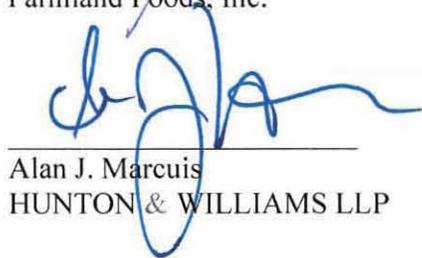
By:



Gerard J. Schulte
Vice President and Senior Counsel
Farmland Foods, Inc.

Dated: 8/11/11

By:



Alan J. Marcuis
HUNTON & WILLIAMS LLP

Dated: 8/16/11

Charging Party

By:

Dated: _____

Office of Special Counsel for Immigration-Related Unfair Employment Practices

By:



Seema Nanda
Acting Deputy Special Counsel

Dated: 8/22/11

C. Sebastian Aloit
Acting Special Litigation Counsel

Erik Lang
Phil Telfeyan
Trial Attorneys

Alexandra A. Vince
Equal Opportunity Specialist

Attachments

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.

Farmland Foods, Inc.

By:

 Gerard J. Schulte
 Vice President and Senior Counsel
 Farmland Foods, Inc.

Dated: _____

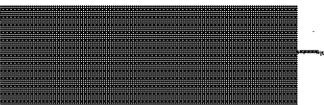
By:

 Alan J. Marcuis
 HUNTON & WILLIAMS LLP

Dated: _____

Charging Party

By:

X 

Dated: 8-11-11

Office of Special Counsel for Immigration-Related Unfair Employment Practices

By:

 Seema Nanda
 Acting Deputy Special Counsel

C. Sebastian Aloit
 Acting Special Litigation Counsel

Erik Lang
 Phil Telfeyan
 Trial Attorneys

Alexandra A. Vince
 Equal Opportunity Specialist

Dated: _____

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