

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into by Poulan Pecan ("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 January 30, 2012, the Office of Special Counsel received opened an independent investigation of Respondent, DJ# 197-19M-104, (the "OSC Investigation") alleging 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 OSC Charge that there is reasonable cause to believe that Respondent committed unfair documentary practices in violation of the Act against non-U.S. citizens during the period from 2009 to 2012.

WHEREAS, the Office of Special Counsel and Respondent wish to resolve the OSC Investigation without further delay or expense and hereby acknowledge that they are voluntarily entering into this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained and to fully and finally resolve all disputes between the parties hereto as of the date of this Agreement, it is agreed as follows:

1. Respondent agrees to pay a civil penalty to the United States Treasury in the amount of five hundred dollars and no cents (\$500.00).
2. The monies discussed in paragraph 1 shall be paid by cashier's check payable to the "United States Treasury" and mailed by express delivery service, along with a copy of the fully signed Agreement, to the following address, within ten (10) business days of Respondent's receipt of a fully signed copy of this Agreement:

Joann Sazama  
U.S. Department of Justice  
Office of Special Counsel for Immigration-Related Unfair Employment Practices  
1425 New York Ave, NW, Room 9000  
Washington, DC 20005

On the same day a copy of such check and the express delivery service tracking number for this mailing shall be sent to Joann Sazama at joann.sazama@usdoj.gov.

3. Respondent agrees that it will not discriminate on the basis of citizenship status or national origin in violation of 8 U.S.C. § 1324b during the hiring, firing, and employment eligibility verification/re-verification (Form I-9 and E-Verify) processes, and that it will not intimidate, threaten, coerce, or retaliate against any individual for his or her participation in this matter or the exercise of any right or privilege secured by 8 U.S.C. § 1324b.
4. Unless already posted in connection with its participation in the E-Verify Program administered by the U.S. Department of Homeland Security, Respondent agrees to post an English and Spanish version of the Office of Special Counsel "If You Have The Right to Work" poster ("OSC 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.
5. Within fourteen (14) days of receipt of a fully signed copy of this Agreement, Respondent agrees to provide newly-hired employees with a copy of the Form I-9 "Lists of Acceptable Documents" and the attached notice ("Attachment A") when they are completing Section 1 of the Form I-9. Respondent will also give a copy of the Form I-9 "Lists of Acceptable Documents" and attached notice to employees who are being re-verified in the Form I-9 process. Respondent agrees to continue to provide the attached notice for one (1) year after receipt of a fully signed copy of this Agreement.
6. Respondent employees who are involved in completing the Form I-9 and E-Verify processes will receive free training by the Office of Special Counsel on their responsibilities to comply with 8 U.S.C. § 1324b, the appropriate use of E-Verify, and the employment eligibility verification and re-verification process as it relates to discrimination on the basis of citizenship status or national origin. The training is to be completed within sixty (60) days of receipt of a fully signed copy of this Agreement.
7. The Office of Special Counsel reserves the right to make reasonable inquiries to Respondent as necessary to determine Respondent's compliance with this Agreement, including a request for copies of Respondent's Forms I-9, for a period of twelve (12) months after the date of this fully signed Agreement.
8. This Agreement resolves any and all differences between the parties relating to the OSC Investigation through the date this Agreement is signed by all parties.
9. This Agreement may be enforced in the United States District Court for the Middle District of Georgia.
10. 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 invalid.

11. 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.
12. 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.

**Poulan Pecan**

By:

  
Jess Harrell

Owner

Dated:

3/14/13

**Office of Special Counsel for Immigration-Related Unfair Employment Practices**

By:



Seema Nanda  
Deputy Special Counsel

Dated:

3/25/13

C. Sebastian Aloit  
Special Litigation Counsel

Joann Sazama  
Equal Opportunity Specialist