

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into by and among Infinity Group ("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 April 9, 2013, the Office of Special Counsel opened an independent investigation (DJ 197-74-463) of Respondent based on potential 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 that Respondent has committed unfair documentary practices during the employment eligibility verification process, in violation of the Act, from at least April 1, 2012, to April 9, 2013.

WHEREAS, Respondent denies that it engaged in unfair documentary practices in violation of 8 U.S.C. § 1324b(a)(6) during the employment eligibility verification process.

WHEREAS, the Office of Special Counsel and Respondent wish to resolve the OSC Charge 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 among 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 fifty three thousand, eight hundred dollars (\$53,800).
2. The monies discussed in paragraph 1 shall be paid via the FedWire electronic fund transfer system as follows: thirteen thousand eight hundred dollars (\$13,800) paid on or before November 1, 2013; ten thousand dollars (\$10,000) paid on or before February 3, 2014; ten thousand dollars (\$10,000) paid on or before May 1, 2014; ten thousand dollars (\$10,000) paid on or before August 1, 2014 and ten thousand dollars (\$10,000) paid on or before November 3, 2014.
3. Respondent shall set aside a fund of thirty five thousand dollars (\$35,000) to compensate individuals who suffered economic damages, including suspension, termination, or other periods of lost work, as a result of Respondent's employment eligibility verification practices ("individual with economic damages"). To compensate individuals with economic damages, the Respondent shall complete the following steps:
  - (a) Within sixty (60) days following the effective date of this Agreement, Respondent agrees to (i) notify all non-citizen employees who applied or were hired anytime between April 1, 2010 and May 1, 2013 by U.S. mail, and where the Respondent has an electronic mail address for an individual,

by electronic mail, to determine if any such individuals are entitled to compensation of lost wages and/or restoration of seniority, and (ii) to provide the Office of Special Counsel with contact information, including home address, telephone number, mobile number, and email address, for all individuals notified;

- (b) The language of the initial notice to be sent to individuals pursuant to paragraph 3(a) is set forth in Attachment A. All individuals will be given sixty (60) days to contact the Office of Special Counsel if the individual believes s/he lost wages and/or seniority;
- (c) Within one-hundred and eighty five (185) days from the effective date of this Agreement, the Office of Special Counsel will determine the amount of back pay, seniority, and/or benefits it believes each individual who has contacted the Office of Special Counsel pursuant to paragraph 3(b) is owed. The Office of Special Counsel will provide Respondent with the compensation it believes each individual is owed as it makes the determination;
- (d) Within one-hundred and ninety-five (195) days from the effective date of this Agreement, Respondent will notify the Office of Special Counsel if it disagrees with any back pay or seniority award as determined by the Office of Special Counsel pursuant to paragraph 3(d);
- (e) Within two hundred and thirty (230) days from the effective date of this agreement, Respondent will send all individuals with economic damages a notice in the form of Attachment B indicating the award of back pay and/or restoration of seniority;
- (f) Respondent agrees to pay the amount owed and/or restore the loss of seniority to all economic victims within three hundred days (330) days following the effective date of this Agreement;
- (g) Any language in communications to individuals with economic damages relating to the release of claims against Respondent shall be submitted to the Office of Special Counsel for approval; the release of claims must be limited to loss of pay or seniority that Respondent intends to compensate or restore pursuant to this Agreement.
- (h) If the \$35,000 fund described in paragraph 3 is insufficient to cover the claims of individuals with economic damages, Respondent shall compensate these individuals a pro rata share of the \$35,000 sum.
- (i) Respondent agrees to provide to the Office of Special Counsel a certified record signed by Respondent's senior management of the name and relief

of each individual compensated within ten (10) days of providing relief to the individuals with economic damages; and

4. Any monies used to compensate individuals pursuant to paragraph 3 shall be paid by check payable to each respective individual either 1) mailed via certified mail, or 2) made in person with written confirmation of receipt signed by both the individual with economic damages and a Respondent representative indicating the date, time, and place of delivery. Respondent may withhold applicable taxes and withholdings.
5. Respondent agrees that it shall not discriminate on the basis of citizenship status or national origin in violation of 8 U.S.C. § 1324b.
6. Respondent agrees that it will treat all individuals equally, without regard to citizenship or immigration status, or national origin, during the hiring, firing, and employment eligibility verification and re-verification process. Respondent shall avoid discrimination in the employment eligibility verification and re-verification process by (a) 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) not requesting more or different documents than are required by law, and (c) permitting all employees to present any document or combination of documents acceptable by law.
7. Respondent agrees that it will not intimidate, threaten, coerce, or retaliate against any person for his or her participation in this matter or the exercise of any right or privilege secured by 8 U.S.C. § 1324b.
8. 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 thirty (30) days from the effective date of this Agreement and will remain posted for three (3) years thereafter.
9. For three (3) years from the effective date of this Agreement, Respondent agrees to ensure that all individuals who will have responsibility for formulating, carrying out, and/or conducting training on Respondent's employment eligibility verification and re-verification policies, including all supervisors, managers, or other employees who have any role making or communicating employment eligibility verification matters, such as completing the Form I-9 and/or using the E-Verify system ("Human Resources Personnel"), have access to the most current version of the Form I-9, USCIS Employment Eligibility Verification Handbook for Employers (M-274) ("Handbook"), available at [www.uscis.gov/I-9Central](http://www.uscis.gov/I-9Central), and for the Human Resources Personnel that use E-Verify, the most current USCIS E-Verify Manual (M-775) ("Manual"), available at [www.uscis.gov/USCIS/Verification/E-Verify/E-Verify\\_Native\\_Documents/manual-employer\\_comp.pdf](http://www.uscis.gov/USCIS/Verification/E-Verify/E-Verify_Native_Documents/manual-employer_comp.pdf). Copies of these documents and future revisions of the Form I-9,

Handbook, and Manual can be obtained from the United States Citizenship and Immigration Services at [www.uscis.gov](http://www.uscis.gov).

10. Within thirty (30) days of the effective date of this Agreement, Respondent will review its employment eligibility verification policies as they relate to nondiscrimination on the basis of citizenship status and national origin and shall, as necessary, revise such policies to:
  - (a) Prohibit (1) the requesting of employment eligibility verification documents from any individual prior to making an offer of employment; (2) discrimination on the basis of citizenship status or national origin in the hiring and firing process; and (3) any difference in treatment of individuals, on the basis of citizenship status or national origin, during the employment eligibility verification and re-verification process.
  - (b) Refer applicants and employees who complain, formally or informally, of discrimination in the hiring, firing, or Form I-9 employment eligibility verification and re-verification process immediately to the Office of Special Counsel by directing the affected individual to the OSC Poster and the Office of Special Counsel's worker hotline and website, and advise the affected individual of his or her right to file a charge of discrimination with the Office of Special Counsel.
  - (c) Provide that Respondent shall not take any retaliatory action against an employee for having opposed any employment practice believed to be unlawful under 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.

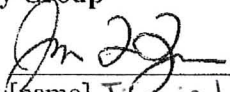
During the two (2) years following the effective date of this Agreement (the "Reporting Period"), Respondent shall provide any policy revisions made pursuant to this paragraph to the Office of Special Counsel for approval at least thirty (30) days prior to the effective date of such revised policies.

11. Within sixty (60) days of the effective date of this Agreement, all Human Resources Personnel shall receive mandatory training provided or approved 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.
  - (a) All employees will be paid their normal rate of pay to attend the training sessions during work hours.
  - (b) During the Reporting Period, all new Human Resources Personnel hired after this training has been conducted shall view a recording of the mandatory training within sixty (60) days of hire.

- (c) All Human Resources Personnel who have viewed the mandatory training as required by this paragraph shall receive, at minimum, follow up training approved by the Office of Special Counsel lasting no less than thirty (30) minutes each subsequent year during the Reporting Period.
  - (d) Following the one hundred and twenty (120) day training period reflected in paragraph 12, only the Human Resources Personnel in compliance with the training requirements under this paragraph shall be permitted to take part in Respondent's employment eligibility verification and reverification processes, including, but not limited to, providing Form I-9 instructions to employees, requesting Form I-9 documentation from employees, or examining and recording Form I-9 documentation.
12. During the Reporting Period, the Office of Special Counsel reserves the right to make reasonable inquiries to Respondent necessary to determine Respondent's compliance with this Agreement. As a part of such review, the Office of Special Counsel may require written reports concerning compliance, request access to Respondent's premises, interview witnesses, and examine and copy Respondent's documents at the expense of the Office of Special Counsel. Respondent will comply with all reasonable requests.
  13. Every four (4) months during the Reporting Period, Respondent shall provide the Office of Special Counsel with the names, hire dates, citizenship statuses and phone number of all individuals hired during that four (4) month period of time. The Office of Special Counsel may select up to fifty (50) individuals from that list, and within ten (10) days of the selection, Respondent will send the Office of Special Counsel the Forms I-9 of those individuals, including attachments. Respondent shall provide the documents in electronic form unless requested otherwise.
  14. During the Reporting Period, if the Office of Special Counsel has reason to believe that Respondent is in violation of any provision of this Agreement, the Office of Special Counsel shall promptly notify Respondent of the purported violation. Respondent will then be given a thirty (30) day period from the date it is notified by the Office of Special Counsel in which to cure the violation before Respondent is deemed by the Office of Special Counsel to be in violation of this Agreement.
  15. 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, the authority of the Office of Special Counsel to investigate or file a complaint on behalf of any such individual, or the authority of the Office of Special Counsel to conduct an independent investigation of Respondent's employment practices.
  16. This Agreement resolves any and all differences between the parties relating to the investigation through the date this Agreement is signed by all parties.

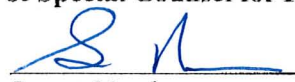
17. The provisions of paragraphs 1 and 3 notwithstanding, the Office of Special Counsel shall not seek from Respondent any additional civil penalty for unfair documentary practices in violation of 8 U.S.C. § 1324b(a)(6) that are the subject of the investigation through the date this Agreement is signed by all parties.
18. This Agreement may be enforced in the United States District Court for the Southern District of Texas.
19. The Office of Special Counsel and Respondent agree that, as of the effective date of this Agreement, litigation concerning the violations of 8 U.S.C. § 1324b that the Office of Special Counsel has reasonable cause to believe that Respondent committed is not reasonably foreseeable. To the extent that either 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.
20. 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 and the Charging 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 invalid.
21. The Office of Special Counsel and Respondent agree to bear their own costs, attorneys' fees and other expenses incurred in this action.
22. 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.

**Infinity Group**

By:   
[name] Jimmie Lapier

Dated: 9-24-13

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

By:   
Seema Nanda  
Deputy Special Counsel

Dated: 9/25/2013

C. Sebastian Aloit  
Special Litigation Counsel

Liza Zamd  
Trial Attorney