

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”) is made and entered into by and between Master Klean Janitorial, Inc. (“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 July 1, 2013, the Office of Special Counsel notified Respondent in writing that it was opening an independent investigation of Respondent DJ# 197-13-166 (the “OSC Investigation”) to determine whether Respondent engaged in unfair documentary practices in violation of 8 U.S.C. § 1324b(a)(6) (the “Act”).

WHEREAS, the Office of Special Counsel has concluded based upon information developed during the OSC Investigation that there is reasonable cause to believe that Respondent engaged in a pattern or practice of unfair documentary practices against lawful permanent residents on the basis of citizenship status from at least July 1, 2012, to July 4, 2013, in violation of the Act.

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 promises 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 shall pay a civil penalty to the United States Treasury in the amount of seventy-five thousand dollars (\$75,000.00).
2. The monies referenced in paragraph 1 shall be paid via the FedWire electronic fund transfer system within ten (10) business days of Respondent’s receipt of a fully signed copy of this Agreement and fund transfer instructions. The Office of Special Counsel will provide Respondent instructions for the FedWire electronic transfer.
3. Respondent shall not discriminate on the basis of citizenship status or national origin in violation of 8 U.S.C. § 1324b.
4. Respondent 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 processes. Respondent shall avoid discrimination in the employment eligibility verification processes 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.

5. Respondent 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.
6. Unless it has already done so as a condition for its access to the Department of Homeland Security's E-Verify program, Respondent shall 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) business days from the effective date of this Agreement and will remain posted for a minimum of one (1) year thereafter.
7. Respondent shall ensure that all individuals who are responsible for formulating, carrying out, and/or conducting training on Respondent's hiring, firing, equal employment, and employment eligibility verification policies, including all managers and employees who have any role making employment eligibility decisions, such as completing the Form I-9 and/or using the E-Verify system ("Human Resource Personnel"), are in possession of 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, and 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. 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.
8. Within thirty (30) calendar days of receipt of a fully signed copy of this Agreement, Respondent will modify its employment policies as they relate to nondiscrimination on the basis of citizenship status and national origin to:
 - (a) Prohibit (1) requesting employment eligibility verification documents from any individual prior to making an offer of employment; (2) discriminating on the basis of citizenship status or national origin in the hiring and firing process; and (3) discriminating on the basis of citizenship status or national origin during the Form I-9 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 reprisal action against an employee for having opposed any employment practice made unlawful by 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.

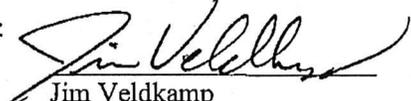
During the twelve (12) months following Respondent's receipt of a fully signed copy of this Agreement (the "Reporting Period"), Respondent shall provide any changes in employment policies as they relate to nondiscrimination on the basis of citizenship status and national origin to the Office of Special Counsel for review at least thirty (30) calendar days prior to the effective date of such revised policies.

9. Within ninety (90) calendar days of receipt of a fully signed copy of this Agreement, the Office of Special Counsel shall provide all Human Resource Personnel with training on their duty 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) The training will consist of viewing an Office of Special Counsel Employer/HR webinar presentation.
 - (b) All employees will be paid their normal rate of pay, and the training will occur during their normally scheduled workdays and work hours. Respondent shall bear all costs associated with these training sessions.
 - (c) During the Reporting Period, all new Human Resource Personnel hired by Respondent after the training described in this paragraph has been conducted shall attend an Office of Special Counsel Employer/HR webinar within sixty (60) business days of hire.
 - (d) Respondent shall compile attendance records listing the individuals who attend the training described in this paragraph, in the form of Attachment "A," including their full name, title, signature, and the date of the training, and send the form via email to ronald.lee@usdoj.gov within ten (10) business days of the training session.
10. 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, inspect Respondent's premises, examine witnesses, and seek production of Respondent's documents.
11. During the Reporting Period, the Office of Special Counsel may conduct a random audit of Respondent's Forms I-9, including attachments, and require the production of its E-Verify transaction history. Respondent will provide the documents within fifteen (15) business days of its receipt of the Office of Special Counsel's request, and shall produce such documents in electronic form unless requested otherwise.

12. 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 to the Office of Special Counsel's satisfaction before Respondent is deemed by the Office of Special Counsel to be in violation of this Agreement.
13. This Agreement resolves any and all differences between the parties relating to the OSC Investigation through the date this Agreement is signed by the parties.
14. The provisions of paragraph 1 notwithstanding, the Office of Special Counsel shall not seek from Respondent any additional civil penalty for the pattern or practice of unfair documentary practices in violation of 8 U.S.C. § 1324b that were subject of the OSC Investigation through the date this Agreement is signed by all parties.
15. This Agreement may be enforced in the United States District Court for the District of Colorado.
16. 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.
17. 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.
18. 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.
19. The Office of Special Counsel and Respondent agree to bear their own costs, attorneys' fees and other expenses incurred in this action.
20. 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.

Master Klean Janitorial, Inc.

By:


Jim Veldkamp
President

Dated: 5/06/14

Office of Special Counsel for Immigration-Related Unfair Employment Practices

By:


Alberto Ruisanchez
Acting Deputy Special Counsel

Dated: 5/7/14

C. Sebastian Aloom
Special Litigation Counsel

Ronald Lee
Trial Attorney