

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into between Patriot Staffing & Services, LLC ("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 June 10, 2014, the Office of Special Counsel received a charge filed by the Charging Party against Respondent DJ# 197-48-448 (the "OSC Charge") alleging a 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 the Charging Party until at least June 9, 2014.

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.

WHEREAS Respondent understands its responsibilities under 8 U.S.C. § 1324b to 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.

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained and to fully and finally resolve this dispute 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 \$500.00 (five hundred dollars).
2. The monies discussed 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 from the Office of Special Counsel.

On the day of payment, Respondent shall confirm via email to Adriana Vieco at Adriana.vieco@usdoj.gov that payment was made.

3. Respondent shall pay the Charging Party \$2500.00 (two thousand five hundred dollars), which includes back pay and accumulated interest on back pay. Respondent may

withhold applicable taxes based on the tax rates of the current calendar year. Respondent shall follow the applicable instructions contained in IRS Publication 957.

4. The monies discussed in paragraph 3 shall be paid by cashier's check payable to the Charging Party and mailed via express delivery service express mail or delivered by another method as agreed upon by the parties within five (5) business days from the date Respondent receives a fully signed copy of this Agreement.

On the day the check is mailed, Respondent shall send via email to Adriana Vieco at Adriana.vieco@usdoj.gov a copy of such check and the express delivery service tracking number.

5. Any release of claims Respondent requires Charging Party to accept as a condition of the payment of monies discussed in paragraph 3 shall be submitted to OSC for approval prior to execution of this Agreement. The release of claims must be limited to violations of the Act for which the payment of the monies relate.
6. Respondent shall not intimidate, threaten, coerce, or retaliate against the Charging Party or any other person for his or her participation in this matter or the exercise of any right or privilege secured by 8 U.S.C. § 1324b.
7. Respondent shall post the Office of Special Counsel "If You Have The Right to Work" poster ("OSC Poster"), in color and measuring no smaller than 11" x 14", 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 OSC Poster will be posted within fourteen (14) days from the effective date of this Agreement and will remain posted for three (3) years thereafter. The OSC Poster shall be posted in English and any other available language that is the preferred language of Respondent's employees, if that language is known.
8. Beginning not more than fourteen (14) days from the date that Respondent receives a fully signed copy of this Agreement, Respondent will provide to all applicants a letter-size copy of the OSC Poster in English and the applicant's preferred language, if the preferred language is known and the OSC Poster is available in that language, with all paper employment applications, and a mandatory electronic link to the same OSC Poster(s) with all electronic applications, and Respondent will continue to do so for three (3) years thereafter.
9. For three (3) years from the effective date of this Agreement, 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 ("Human Resources 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. Copies of these documents and future revisions

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of the Form I-9, Handbook, can be obtained from the United States Citizenship and Immigration Services at www.uscis.gov.

10. Within ninety (90) days of receipt of a fully signed copy of this Agreement, all Human Resources Personnel shall attend an Office of Special Counsel Employer Training Webinar available at www.justice.gov/crt/about/osc on their responsibilities to comply with 8 U.S.C. § 1324b, 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, and the training will occur during their normally scheduled workdays and work hours. Respondent shall bear all costs associated with these training sessions.
 - (b) Respondent shall compile attendance records listing the individuals who comply with the training as described in this paragraph in the form of Attachment A, including their full name, title, signature, and the date of the training, and send them via email to Adriana.vieco@usdoj.gov within ten (10) days of the training session.
14. 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 examine and copy Respondent's documents.
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. The provisions of paragraph 15 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 that are subject of the OSC Charge through the date this Agreement is signed by all parties.
17. This Agreement may be enforced in the United States District Court for the District or any other court of competent jurisdiction.
18. 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

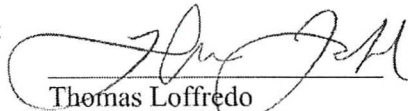
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in this paragraph relieves either party of any other obligations imposed by this Agreement. This Agreement shall not in any way be construed as an admission or declaration against interest of any of the Parties, and at all times is shall be deemed a final settlement to resolve the disputed and uncertain claims asserted.

19. 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 shall not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement invalid.
20. The Office of Special Counsel and Respondent shall bear their own costs, attorneys' fees and other expenses incurred in this action.
21. 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 shall be bound by facsimile signatures.

Patriot Staffing & Services, LLC

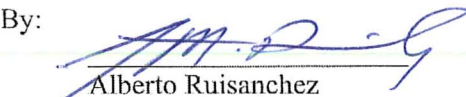
By:


Thomas Loffredo
Principal

Dated: 17 July 2014

Office of Special Counsel for Immigration-Related Unfair Employment Practices

By:


Alberto Ruisanchez
Deputy Special Counsel

Dated: 7-18-2014

C. Sebastian Aloat or Elise Sandra Shore
Special Litigation Counsel

Adriana Vieco
Trial Attorney

