

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into between Motorcoach Class "A" Transportation, 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 February 25, 2014, the Office of Special Counsel received a charge filed by the Charging Party against Respondent, DJ# 197-17M-216 (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 an unfair documentary practice in violation of the Act against the Charging Party by requesting more or different employment eligibility verification documents than are necessary on the basis of citizenship status.

WHEREAS, 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.

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.

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 Six Hundred and Sixty Dollars (\$660.00).
2. The monies discussed in paragraph 1 shall be paid via the FedWire electronic fund transfer system within ten (10) business days from the effective date of this Agreement. The Office of Special Counsel shall provide Respondent with fund transfer instructions. On the day of payment, Respondent shall confirm via email to Joann Sazama at joann.sazama@usdoj.gov that payment was made.
3. 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.

4. 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 and/or using the E-Verify system ("Verifying 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.
5. Within ninety (90) days from the effective date of this Agreement, Respondent shall revise its employment policies as they relate to nondiscrimination and provide them for review and approval by the Office of Special Counsel. The employment policies shall be revised to:
 - (a) Prohibit (1) requesting 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 recruiting, hiring, and firing process; and (3) discrimination 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 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; and
 - (c) Prohibit 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.

6. During the three (3) years following the effective date 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) days prior to the effective date of such revised policies.
7. Within ninety (90) days of the effective date of this Agreement, the Office of Special Counsel shall provide all Verifying Personnel with training on their obligation to comply with 8 U.S.C. § 1324b, the appropriate use of E-Verify, and the employment eligibility verification and reverification process as it relates to discrimination on the basis of citizenship status or national origin.
 - (a) The training will consist of viewing a remote webinar presentation. Participants shall register for the webinar presentation at www.justice.gov/crt/about/osc/webinars.php.
 - (b) All employees will be paid their normal rate of pay during the training, and the training will occur during their normally scheduled workdays and work hours. Respondent shall bear all costs associated with these training sessions.
 - (c) For a period of three (3) years from the effective date of this Agreement, all new Verifying 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) days of hire or promotion.
 - (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 them via email to joann.sazama@usdoj.gov within ten (10) days of the training session.
8. During the Reporting Period, the Office of Special Counsel reserves the right to make reasonable inquiries to Respondent as 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.
9. 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 may notify Respondent of the purported violation without opening an investigation. Respondent will then be given thirty (30) days 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.

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10. 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.
11. The provisions of paragraph 1 - 2 notwithstanding, the Office of Special Counsel shall not seek from Respondent any additional civil penalty for the unfair documentary practice in violation of 8 U.S.C. § 1324b that is the subject of the OSC Charge through the date this Agreement is signed by all parties.
12. This Agreement may be enforced in the United States District Court for the Middle District of Florida or any other court of competent jurisdiction.
13. 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.
14. 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.
15. The Office of Special Counsel and Respondent shall bear their own costs, attorneys' fees and other expenses incurred in this action.
16. 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.

Motorcoach Class "A" Transportation, Inc.

By:


Rogerio Giannini
President

Dated:

9/3/14

Office of Special Counsel for Immigration-Related Unfair Employment Practices

By:


Alberto Ruisanchez
Deputy Special Counsel

Dated: 9/4/2014

C. Sebastian Aloit
Special Litigation Counsel

Joann Sazama
Equal Opportunity Specialist