

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”) is made and entered into by and between Constructor Services, 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 December 16, 2013, the Office of Special Counsel notified Respondent of its independent investigation (DJ # 197-19-179, “OSC Investigation”) 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 committed unfair documentary practices by requiring non-U.S. citizens, but not similarly-situated U.S. citizens, to produce specific documents for employment eligibility verification purposes, in violation of the Act, from at least November 8, 2012, to November 7, 2013.

WHEREAS, Respondent disputes that any unfair documentary practices in violation of the Act have occurred.

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 premises herein contained and to fully and finally resolve this dispute between 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 eighteen thousand dollars (\$18,000).
2. The monies discussed in paragraph 1 shall be paid in six (6) equal installments of three thousand dollars (\$3,000), via the FedWire electronic fund transfer system. The first installment payment shall be made within ten (10) business days after the Respondent receives instructions from OSC on the process of fund transfers through the FedWire system. The subsequent payments shall be made every sixty (60) calendar days, using the same, above-described, payment process, until the entire amount is paid in full. Notice of each installment payment shall be emailed to Erik Lang at Erik.Lang@usdoj.gov on the day the funds are transferred.
3. The effective date of this Agreement will be the date on which a copy of the fully-signed Agreement is received by OSC and Respondent.
4. Respondent shall not discriminate on the basis of citizenship status or national origin in violation of 8 U.S.C. § 1324b.

5. Respondent shall 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 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.
6. Respondent shall 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.
7. 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/html/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.
8. For twenty four (24) months from the effective date of this Agreement, Respondent shall continue 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, administrators, 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 (hereafter collectively referred to as "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, 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. 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.
9. 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) 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 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; and
- (c) Provide that Respondent shall not take any reprisal action against an employee for having opposed any employment practice made 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.


Respondent shall comply with the aforementioned policy.

10. During the twenty four (24) months following the effective date of this Agreement (the "Reporting Period"), Respondent shall provide any policy revisions made pursuant to paragraph 9 to the Office of Special Counsel for approval at least thirty (30) days prior to the proposed effective date of such revised policies.
11. Within sixty (60) days of the effective date of this Agreement, all individuals who have Form I-9 duties and all Human Resources Personnel shall receive mandatory training, provided or approved by the Office of Special Counsel, 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) All employees will be paid their normal rate of pay to attend the training sessions during work hours.
 - (b) The training will be recorded. 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) Following the sixty (60) day training period reflected in paragraph 11, 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 re-verification 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 part of such review, the Office of Special Counsel may require Forms I-9 and 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. Every six (6) months during the Reporting Period, Respondent shall provide the Office of Special Counsel with an E-Verify User Audit Report in Microsoft Excel listing all data fields available for each individual hired during that six (6) month period of time.
13. 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. Neither OSC nor Respondent shall seek any further relief from OCAHO related to the OSC Investigation.
14. The provisions of paragraphs 1 and 2 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 this OSC Investigation through the date this Agreement is signed by all parties.
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 may be enforced in the United States District Court for the Northern District of Georgia.
17. 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.
18. 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.

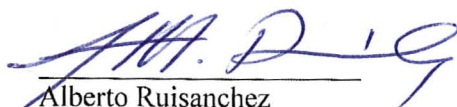
19. The Office of Special Counsel and Respondent agree to bear their own costs, attorneys' fees and other expenses incurred in this action.
20. This Agreement may be executed in multiple counterparts, each of which together shall be considered an original but all of which shall constitute one agreement. The parties agree to be bound by facsimile signatures.

Constructor Services, Inc.

By: 
George Gorman
President

Dated: 10/14/2014

Office of Special Counsel for Immigration-Related Unfair Employment Practices

By: 
Alberto Ruisanchez
Deputy Special Counsel

Dated: 10/16/2014

Elise Sandra Shore
Special Litigation Counsel

Erik Lang
Trial Attorney