

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”) is made and entered into by and among Summit Steel Fabricators, 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 August 19, 2010, the Office of Special Counsel received a charge alleging citizenship status discrimination against Respondent (the “OSC Charge”) 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 of the OSC Charge that there is reasonable cause to believe that Respondent committed unfair documentary practices in violation of the Act between August 19, 2005, and October 6, 2010, allegations to which Respondent admits.

WHEREAS, the Office of Special Counsel, Respondent and the Charging Party wish to resolve the OSC Charge without further delay or expense and hereby acknowledge that they are voluntarily entering into this Settlement Agreement.

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, it is agreed as follows:

1. To fully and finally resolve all disputes among the parties hereto as of the date of this Settlement Agreement (“Agreement”), Respondent agrees to pay a civil penalty to the United States Treasury in the amount of fifteen thousand and four hundred dollars (\$15,400.00).
2. The monies discussed in paragraph 1 shall be paid by check payable to the “United States Treasury, c/o Mac McConkey,” and mailed by express delivery service, along with a copy of the fully signed Agreement, to the following address, within 30 days of Respondent’s receipt of a fully signed copy of this Agreement:

Mac McConkey, Budget Officer
U.S. Department of Justice
Civil Rights Division
600 E Street, NW, Room 3313
Washington, DC 20004

On the same day a copy of such check and the overnight delivery service tracking number for this mailing shall be sent to Ronald Lee at ronald.lee@usdoj.gov.

3. Respondent agrees that it shall not discriminate on the basis of citizenship status or national origin in violation of 8 U.S.C. § 1324b.

4. Respondent agrees that it will treat all individuals equally, without regard to citizenship or immigration status, or national origin, during the employment eligibility verification and reverification 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.
5. Respondent agrees that it will not retaliate against the Charging Party or any other person for his or her participation in this matter.
6. Respondent agrees to post an English and Spanish version of the Officer of Special Counsel “If You Have The Right to Work” poster (“OSC Poster”), copies of which will be provided by the Office of Special Counsel and an image of each 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 fifteen (15) days from the date that Respondent receives a fully signed copy of this Agreement and will remain posted for three (3) years thereafter.
7. Beginning not more than fifteen (15) days from the date that Respondent receives a fully signed copy of this Agreement, Respondent will provide a letter-size copy of the OSC Poster to each applicant for employment in the applicant’s preferred language, and Respondent will continue to do so for one (1) year thereafter.
8. Respondent agrees to distribute a copy of the most current USCIS Employment Eligibility Verification Handbook for Employers (M-274) (“Handbook”), available at <http://www.uscis.gov/files/form/m-274.pdf>, and the most current USCIS E-Verify Manual (M-775) (“Manual”), available at http://www.uscis.gov/USCIS/Verification/E-Verify/E-Verify_Native_Documents/manual-employer_comp.pdf to all individuals who are responsible for formulating and/or carrying out Respondent's hiring and employment eligibility verification policy, including all managers and employees who have any role in making hiring decisions, completing the Form I-9, or running E-Verify queries, and/or who instruct employees on Respondent's hiring and employment eligibility verification policy, including the proper completion of the Form I-9 or use of E-Verify (“Human Resources Personnel”). 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 receipt of a fully signed copy of this Agreement, Respondent will develop employment policies related to nondiscrimination on the basis of citizenship status and national origin 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; (3) disparate treatment of individuals, on the basis of citizenship status or

national origin, during the Form I-9 employment eligibility verification and reverification process;

- (b) Provide for investigation by Respondent of complaints of document abuse, citizenship status discrimination, national origin discrimination and retaliation within thirty (30) days of the date the complaint is made by any individual;
- (c) Provide that when complaints are made, written findings of the results of the investigation and remedial actions proposed and/or taken will be made and maintained by the Respondent, and the results of the investigation and any remedial actions taken will be promptly communicated to the complainant; and
- (d) 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 three (3) year 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 to the Office of Special Counsel for review within thirty (30) days of the effective date of such revised policies.

10. Within ninety (90) days of receipt of a fully signed copy of this Agreement, OSC shall provide all Human Resources Personnel with training on their responsibilities to comply with 8 U.S.C. § 1324b and 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 reviewing videos and a remote webinar presentation and will be provided at the expense of the Office of Special Counsel.
 - (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) For a period of three years from the effective date of this Agreement, all new Human Resources Personnel hired by Respondent after the training described in paragraphs 10 and/or 11 has been conducted shall receive the training described in paragraphs 15 and/or 16 within fifteen (15) days of hire. Respondent shall record the initial training for this purpose.
 - (d) Individuals who comply with the training as described in paragraphs 10 shall complete Attachment A, including signatures, as evidence of such

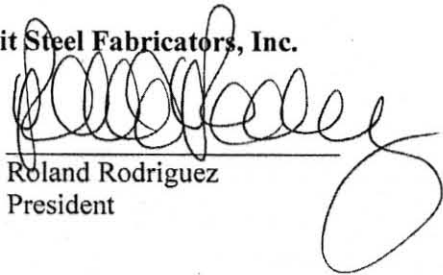
compliance. The original of Attachment A, including signatures, will be mailed to the Office of Special Counsel by registered or certified mail, return receipt requested, or via email to ronald.lee@usdoj.gov, within ten (10) days of the training session.

11. The Office of Special Counsel reserves the right to make reasonable inquiries to Respondent to review 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 at the expense of the Office of Special Counsel.
12. Respondent shall comply with the following reporting obligations during the Reporting Period:
 - (a) Every five (5) months, Respondent shall provide the Office of Special Counsel with copies of any complaints of document abuse, citizenship status discrimination, national origin discrimination, and retaliation, written findings of the results of the investigation and remedial actions proposed and/or taken, as provided in Respondent's nondiscrimination policies.
 - (b) Every six (6) months, Respondent shall provide the Office of Special Counsel with its completed Forms I-9 and E-Verify transaction history for all employees hired in that six-month period.
 - (c) The reporting obligations set forth in this paragraph do not in any way limit the independent investigation authority of the Office of Special Counsel as set forth in 8 U.S.C. § 1324b(d)(1).
13. The OSC Charge is dismissed with prejudice upon the satisfaction of paragraphs 1-2 of this Agreement. This Agreement resolves any and all differences between the Office of Special Counsel and Respondent relating to the charge filed by the Charging Party through the date this Agreement is signed by all parties. The Office of Special Counsel shall not seek from Respondent any additional civil penalty for any alleged violation of 8 U.S.C. § 1324b for the period from August 19, 2005, through and including October 6, 2010.
14. This Agreement may be enforced in the United States District Court for the Southern District of Texas.
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 or the right of the Office of Special Counsel to investigate or file a complaint on behalf of any such individual.

16. 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.
17. The Office of Special Counsel and Respondent agree to bear their own costs, attorneys' fees and other expenses incurred in this action.
18. 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.

Summit Steel Fabricators, Inc.

By:

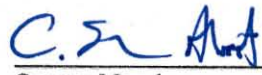


Roland Rodriguez
President

Dated: 8-9-2011

Office of Special Counsel for Immigration-Related Unfair Employment Practices

By:



Seema Nanda
Acting Deputy Special Counsel

Dated: 8/10/11

C. Sebastian Aloit
Acting Special Litigation Counsel

Ronald Lee
Trial Attorney