

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into by and between Rio Grande Pak Foods, Ltd. ("Respondent") and the United States Department of Justice, Civil Rights Division, Office of Special Counsel for Immigration-Related Unfair Employment Practices ("OSC") (together, "the parties").

WHEREAS, on June 30, 2015, OSC received a charge filed by the Texas Workforce Commission on behalf of [REDACTED] and [REDACTED] ("Charging Parties") against Respondent, DJ#s [REDACTED] and [REDACTED] (the "OSC Charges"), alleging 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 of the OSC Charges (the "OSC Investigation") that there is reasonable cause to believe that Respondent committed a pattern or practice of unfair documentary practices in violation of the Act against the Charging Parties and other similarly-situated lawful permanent residents.

WHEREAS, OSC 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 premises and mutual promises herein contained and to fully and finally resolve all disputes arising from the OSC Investigation as of the date of this Agreement, it is agreed as follows:

1. Respondent shall pay civil penalties to the United States Treasury in the amount of one thousand, eight hundred dollars (\$1,800.00).
2. Respondent shall pay the monies discussed in paragraph 1 via the FedWire electronic fund transfer system within ten (10) business days of receiving fund transfer instructions from OSC. On the day of payment, Respondent shall confirm via e-mail to Joann Sazama at joann.sazama@usdoj.gov that payment was made.
3. Respondent reinstated Charging Parties [REDACTED] and [REDACTED] with back pay in July and August 2015, respectively.
4. Respondent shall not discriminate on the basis of citizenship, immigration status, or national origin in violation of 8 U.S.C. § 1324b during the hiring, recruitment, employment eligibility verification, and firing processes. Respondent shall not intimidate, threaten, coerce, or retaliate against the Charging Parties or any other individual for his or her participating in this matter or for the exercise of any right or privilege secured by 8 U.S.C. § 1324b.
5. Respondent shall not track or record expiration dates of permanent resident cards or of List B documents from the Lists of Acceptable Documents for employment

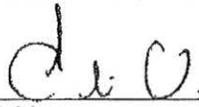
- eligibility verification purposes, except as required by the Form I-9. If Respondent tracks or records such information for a purpose other than employment eligibility verification, the method used to track or record such data shall clearly state the purpose and shall include warnings against using the expiration dates on the documents to trigger document requests for reverification.
6. Respondent shall remove, and shall not make in the future, any reference to the OSC Investigation or this Agreement in the Charging Parties' personnel files and their other employment records.
 7. Respondent shall not disclose to any employer or prospective employer of the Charging Parties any information or documentation related to the Charging Parties' charges filed with OSC.
 8. Respondent shall post an English and Spanish version of the OSC "If You Have The Right to Work" poster ("OSC Poster"), in color and measuring no smaller than 8.5" x 11", 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 one year thereafter.
 9. Within ninety (90) days from the Effective Date of this Agreement, as described in paragraph 17, Respondent's human resources and managerial personnel who are involved in hiring, recruitment, employment eligibility verification, and firing shall join OSC's e-mail distribution list, available at <https://public.govdelivery.com/accounts/USDOJ/subscriber/new>, and attend a training regarding their obligation to comply with 8 U.S.C. § 1324b, as provided by OSC.
 - a. The training will consist of viewing a remote webinar presentation. Participants shall register for the webinar presentation at <http://www.justice.gov/crt/about/osc/webinars.php>.
 - b. The employees specified in this paragraph 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 the duration of this Agreement, Respondent's human resources and managerial employees who are hired after the initial training described in this paragraph has been conducted shall attend an OSC Employer/HR webinar within sixty (60) days of hire.
 - d. Respondent shall notify OSC at joann.sazama@usdoj.gov within five (5) days after having an employee attend a webinar presentation. The

notice will include the names of Respondent's employees who attended the webinar training, their titles, and the date of the training.

- e. The employees specified in this paragraph shall have available at work for review a copy of the most current version of the USCIS Employment Eligibility Verification Handbook for Employers (M-274) ("Handbook"), available at www.uscis.gov/I-9Central, and the most current version of the USCIS E-Verify Manual (M-775) ("Manual"), available at www.uscis.gov/USCIS/Verification/E-Verify/E-Verify_Native_Documents/manual-employer_comp.pdf. The employees specified in this paragraph also shall specifically review the sections on "Reverifying Employment Authorization for Current Employees" and "Reverification and Evidence of Status for Certain Categories" in the M-274, starting on page 12, and within thirty (30) days of the Effective Date of this Agreement shall certify to Respondent in writing that they have done so.
10. For the duration of this Agreement, OSC reserves the right to make reasonable inquiries necessary to determine Respondent's compliance with this Agreement, and Respondent shall timely respond to such inquiries. As part of such review, OSC may require written reports concerning compliance, inspect Respondent's premises, examine witnesses, and examine and copy Respondent's applicable documents.
 11. This Agreement resolves any and all differences between the parties relating to the OSC Investigation through the Effective Date of this Agreement.
 12. This Agreement may be enforced in any United States District Court in the State of Texas.
 13. 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 OSC 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.
 14. Respondent and OSC agree to bear their own costs, attorneys' fees and other expenses incurred in the OSC Investigation.
 15. This Agreement sets forth the entire agreement between the Respondent and OSC and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter herein.

16. The Respondent and OSC agree that, as of the Effective Date of this Agreement, litigation concerning the violations of 8 U.S.C. § 1324b that OSC 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. The Effective Date of this Agreement shall be the date that the second party signing this Agreement transmits a copy of the signature page to the first party who signed the Agreement. This Agreement shall remain in effect for one year after the Effective Date.

Rio Grande Pak Foods, Ltd.

By: 
Eli Valdez
General Manager

Dated: 01/14/2016

Office of Special Counsel for Immigration-Related Unfair Employment Practices

By: 
Alberto Ruisanchez
Deputy Special Counsel

Dated: 1/15/16

Jodi B. Danis
Special Litigation Counsel

Joann Sazama
Equal Opportunity Specialist