

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”) is entered into by and between Rehrig Pacific Company (“Respondent”) and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section (“IER”) (together, “the parties”).

I. BACKGROUND

WHEREAS, on December 3, 2020, IER accepted as complete a charge [REDACTED] (“Charging Party”) filed pursuant to 8 U.S.C. § 1324b(b)(1) against Respondent, DJ# 197-63-57 (the “IER Charge”), alleging unfair documentary practices in violation of 8 U.S.C. § 1324b (“Act”).

WHEREAS, IER’s investigation of the IER Charge (the “IER Investigation”) determined that there is reasonable cause to believe that Respondent mistakenly reverified the Charging Party’s permanent resident card (PRC) even though those documents should not be reverified, and requested that he present a new PRC to continue working, in violation of 8 U.S.C. § 1324b.

WHEREAS, Respondent paid the Charging Party full back pay for all of the work he missed, plus an additional sum for the Charging Party’s inconvenience.

WHEREAS, the parties wish to resolve the IER Investigation without further delay or expense and hereby acknowledge that they are voluntarily entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained below and to fully and finally resolve the instant investigation as of the date of the latest signature below, the parties agree as follows:

II. TERMS OF SETTLEMENT

1. This Agreement becomes effective as of the date of the latest signature on the dually-signed Agreement, which date is referenced herein as the “Effective Date.” The “term of this Agreement” shall be two years following the Effective Date.
2. Respondent shall pay civil penalties to the United States Treasury in the amount of \$1,542.
3. Respondent shall provide IER with the name, title, email address, and telephone number of the individual responsible for effectuating payment of the civil penalties no later than the Effective Date. Respondent shall pay the monies discussed in paragraph 2 via the FedWire electronic fund transfer system within ten business days of receiving fund transfer instructions from IER. On the day of

payment, Respondent shall send confirmation of the payment to Liza Zamd at Liza.Zamd@usdoj.gov.

4. In accordance with 8 U.S.C. § 1324b, Respondent shall not:
 - A. discriminate on the basis of citizenship, immigration status or national origin in violation of 8 U.S.C. § 1324b.
 - B. discriminate in the employment eligibility verification and reverification process; Respondent shall (i) honor 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); (ii) not request more or different documents than are required by law; and (iii) permit all employees to present any document or combination of documents acceptable by law both at initial hire and during any lawful reverification of continued employment authorization.
 - C. 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.
5. Respondent shall remove, and shall not make in the future, any reference to the IER Investigation or this Agreement in the Charging Party's personnel file and other employment records. Respondent also shall not disclose information or documentation related to the IER Investigation, unless required by law.
6. If not already posted, Respondent shall post an English and Spanish version of the IER "If You Have The Right to Work" poster ("IER Poster"), in color and measuring no smaller than 8.5" x 11", an image of which is available at <https://www.justice.gov/crt/worker-information#poster>, in all places where notices to employees and job applicants are normally posted. Respondent shall post the IER Poster within 14 days from the effective date of this Agreement and it will remain posted for at least three years thereafter.
7. Throughout the term of this Agreement, Respondent shall provide a copy of the most current version of the Form I-9 Instructions and Lists of Acceptable Documents ("Lists") to individuals at the same time and in the same manner as Respondent provides them with the Form I-9 to complete, and shall inform those individuals of their right to choose to present any documentation that is on the Lists or is otherwise acceptable for purposes of employment eligibility verification.
8. During the term of this Agreement, Respondent shall ensure that all individuals who are responsible for formulating, providing training on, or implementing Respondent's hiring, firing, equal employment, and employment eligibility verification policies, including all managers and employees who have any role in

the employment eligibility verification process, such as completing the Form I-9 and/or using the E-Verify program (“Employment Eligibility Personnel”), have available 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-9, 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.

9. Within 60 days of the Effective Date, Respondent shall review any existing employment policies and revise such policies, or develop and propose new policies, that relate to nondiscrimination in hiring, employment eligibility verification and reverification, including completion of the Form I-9, and provide them to IER for review and approval. These revised or new employment policies shall:
 - (a) prohibit discrimination on the basis of citizenship or immigration status, and national origin (1) in the hiring and firing process; (2) during the Form I-9 employment eligibility verification and reverification process; and (3) in the E-Verify process, in accordance with 8 U.S.C. § 1324b;
 - (b) include, as lawful and appropriate, citizenship, immigration status, and national origin as prohibited bases of discrimination; any similar Equal Employment Opportunity (EEO) statements Respondent includes in printed or electronic materials available to the public or employees shall also include these prohibited bases of discrimination;
 - (c) provide applicants and employees who complain of discrimination in the hiring, firing, or Form I-9 process with the following written statement: "The Immigrant and Employee Rights Section (IER) can help you with concerns about citizenship status or national origin discrimination in hiring, firing, or recruitment. IER can also help with possible discrimination relating to the Form I-9 or E-Verify processes. You can find more information about IER by going to its website at www.justice.gov/ier. You can also speak to someone anonymously by calling IER's toll-free number at 800-255-7688 (Monday – Friday, 9am – 5pm ET). If you think you have been the victim of employment discrimination or retaliation relating to citizenship status or national origin (including with the Form I-9 or E-Verify processes), you must file a charge with IER within 180 days of the discriminatory act."; and

- (d) 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 a lawful manner in any investigation or action under 8 U.S.C. § 1324b.

During the term of this Agreement, Respondent shall provide any revisions to employment policies or practices relating to nondiscrimination on the basis of citizenship, immigration status or national origin to IER for approval at least 30 days prior to the proposed effective date of such new or revised policies.

10. All Employment Eligibility Personnel shall receive training on 8 U.S.C. § 1324b, as follows:

- (a) Within 90 days of the Effective Date, all Employment Eligibility Personnel who work in Respondent's Compliance or Payroll departments shall take a training pursuant to 10(c) of this Agreement.
- (b) Within 150 days of the Effective Date, all Employment Eligibility Personnel who do not work in Respondent's Compliance or Payroll departments shall take a training pursuant to 10(c) of this Agreement.
- (c) The trainings in this paragraph will consist of free IER webinar presentations at times and locations mutually agreed upon by the parties, and/or through a recorded training that IER has approved.
- (d) Respondent will pay all employees their normal rate of pay, and the training will occur during their normally scheduled workdays and work hours. Respondent shall bear all of its own costs associated with these training sessions.
- (e) During the term of the Agreement, all individuals involved in the Form I-9 and E-Verify processes who are hired or promoted after the training described in this paragraph has been conducted, shall attend an IER Employer/HR webinar training within 60 days of hire or promotion.
- (f) Respondent shall compile attendance records listing the individuals who comply with the trainings as described in this paragraph, including the individual(s)'s full name, job title, office location, signature, and the date of the training, and send any responsive records via email to Liza.Zamd@usdoj.gov (or any other individual IER designates) every 30 days during the term of the Agreement.


10. Within 30 days of completing the IER training outlined above, the Employment Eligibility Personnel will take a training assessment tool that IER will provide. Employment Eligibility Personnel may refer to the Form I-9 and its instructions, the Handbook, the Manual, USCIS's I-9 Central Website, and any other authority IER approves, when answering the questions. Respondent shall review and score each individual's responses to the questions. If any individual answers a question incorrectly, Respondent shall, within five days, require the individual who answered incorrectly to read one or more of the applicable government resources and answer the question(s) again until the individual answers the question(s) correctly.
 - a. Every 30 days during the term of the Agreement, Respondent will provide via email to Liza.Zamd@usdoj.gov (or any other individual IER designates) any training assessment tool responses completed within the prior 30 days, including any versions with incorrect answers.
11. Within 90 days of the Effective Date, all individuals with E-Verify privileges shall register for email updates from USCIS on the following topics by visiting <https://public.govdelivery.com/accounts/USDHSCISEVERIFY/subscriber/new>:
 - a. Federal Register Announcements;
 - b. E-Verify updates;
 - c. Temporary Protected Status; and
 - d. I-9 Central.
12. During the term of this Agreement, IER reserves the right to make such reasonable inquiries as it, in its discretion, believes necessary or appropriate to assess Respondent's compliance with this Agreement, including but not limited to, requiring written reports from Respondent concerning its compliance; inspecting Respondent's premises; interviewing Respondent's employees, officials or other persons; and requesting copies of Respondent's documents, including but not limited to E-Verify transaction histories and user audit reports. At IER's discretion, Respondent shall provide such documents in Excel or .csv format unless the parties agree otherwise.
13. Every four months during the term of this Agreement, starting on November 15, 2021, Respondent shall provide IER with an E-Verify User Audit Report for the maximum period permitted by the E-Verify system. From that report, IER will select up to 75 individual for which Respondent will provide all Forms I-9 (and attachments) within 30 days of IER's request. Nothing in this Agreement limits IER's right to inspect Respondent's Forms I-9 within three business days pursuant to 8 C.F.R. § 274a.2(b)(2)(ii).
14. If IER has reason to believe that Respondent is in violation of any provision of this Agreement, IER may, in its sole discretion, notify Respondent of the purported violation rather than initiate a new discrimination investigation or seek to judicially enforce the Agreement. If IER has exercised its discretion to notify

Respondent of the purported violation, Respondent shall have 30 days from the date IER notifies it of the possible violation(s) to cure them to IER's satisfaction.

15. This Agreement does not affect the right of any individual to file a charge under the Act alleging an unfair immigration-related employment practice against Respondent, IER's authority to investigate Respondent or file a complaint on behalf of any such individual, or IER's authority to conduct an independent investigation of Respondent's employment practices occurring after the Effective Date or outside of the scope of the Investigation.
16. This Agreement resolves any and all differences under 8 U.S.C. § 1324b between the parties relating to the IER Investigation through the Effective Date. The provisions of paragraph 2 notwithstanding, IER shall not seek from Respondent any additional civil penalty for the violation of 8 U.S.C. § 1324b that is the subject of the IER Investigation, through the Effective Date.
17. This Agreement sets forth the entire agreement between the parties and fully supersedes any and all prior agreements or understandings between the parties pertaining to the IER Investigations. This Agreement is governed by the laws of the United States. This Agreement shall be deemed to have been drafted by both parties and shall not be construed against any one party in the event of a subsequent dispute concerning the terms of the Agreement. The parties agree that the paragraphs set forth in Part II of this Agreement (entitled "Terms of Settlement") are material terms, without waiver of either parties' right to argue that other terms in the Agreement are material.
18. The United States District Court for the Central District of California shall be the preferred venue for enforcement of any claims over which that court has subject matter jurisdiction. Otherwise, a party must bring any claim or counterclaim to enforce the agreement in a court of competent jurisdiction. This provision does not constitute a waiver of sovereign immunity or any other defense the United States might have against a claim for enforcement or counterclaims asserted against it.
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 and the invalid term or provision shall be deemed not to be a part of this Agreement. The parties will not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement invalid.
20. The parties shall bear their own costs, attorneys' fees and other expenses incurred in this investigation.


21. This Agreement sets forth the entire agreement between the parties and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter herein.
22. 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.

Rehrig Pacific Company

By: 
Steve Hoover
Claims Prevention Manager

Dated: 11-1-21

Immigrant and Employee Rights Section

By: 
Alberto Ruisanchez
Deputy Special Counsel

Dated: 11/4/21

C. Sebastian Aloit
Special Litigation Counsel

Liza Zamd
Senior Trial Attorney