

SETTLEMENT AGREEMENT

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

I. BACKGROUND

WHEREAS, on August 19, 2021, IER accepted as complete a charge filed pursuant to 8 U.S.C. § 1324b(b)(1) on behalf of [REDACTED] (“Injured Party”) against Respondent, DJ# 197-36-322 (the “IER Charge”), alleging unfair documentary practices, citizenship status discrimination, and retaliation in violation of 8 U.S.C. § 1324b (“Act”). Further, on February 10, 2022, IER notified Respondent that it had initiated an independent investigation (DJ # 197-36-328) (together with the IER Charge investigation, referred to as the “IER Investigations”) to determine whether Respondent had engaged in any pattern or practice of discrimination under 8 U.S.C. § 1324b when hiring individuals to work at one of Respondent’s airport locations;

WHEREAS, based on the IER Investigations, IER determined that there is reasonable cause to believe that Respondent: 1) discriminated against the Injured Party based on his citizenship or immigration status, in violation of 8 U.S.C. § 1324b(a)(1)(B), 2) terminated the Injured Party’s employment in retaliation for complaints of discrimination, in violation of 8 U.S.C. § 1324b(a)(5), and 3) from at least April 2021 to at least November 2021, had a policy or practice of discrimination in the hiring process, by rejecting valid documentation from non-U.S. citizens for the airport badging process, due to citizenship or immigration status, in violation of 8 U.S.C. § 1324b(a)(1)(B). With respect to the third finding, IER determined that Respondent unlawfully rejected documents that appeared in foreign passports (such as Machine Readable Immigrant Visas) based solely on the fact that they were contained within a foreign passport, even though such documents were valid and acceptable by the relevant airport badging office;

WHEREAS, the mandated Logan Airport badging office requirements at issue in the IER Investigations are uniform for all badge applicants, regardless of the applicants’ citizenship or immigration status, and not the cause of Respondent’s alleged violations;

WHEREAS, Respondent categorically denies that it engaged in any unlawful discrimination, retaliation, or mistreatment of Injured Party or any other employee on account of immigration or citizenship status or national origin, or violated 8 U.S.C. § 1324b in any manner;

WHEREAS, the parties wish to resolve the IER Investigations 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 IER Investigations 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 considered to be and referenced herein as the “Effective Date.” The “term of this Agreement” is 30 months following the Effective Date.
2. Respondent shall pay civil penalties to the United States Treasury in the amount of \$8,930.
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 seven days after the Effective Date. Respondent shall pay the monies discussed in paragraph 2 via the FedWire electronic fund transfer system within 21 days of receiving fund transfer instructions from IER. On the day of payment, Respondent shall send confirmation of the payment to Tamara Hoflejzer at Tamara.Hoflejzer@usdoj.gov and Liza Zamd at Liza.Zamd@usdoj.gov (or any other individuals IER designates). The email confirming payment shall have Respondent’s name and DJ # 197-36-322 and 197-36-328, in the subject line.
4. Respondent shall, within 14 days from the Effective Date, pay the Injured Party the amount of \$98,883.53, less any withholding required by law. The sum is a calculation of: A) base wages, bonuses, benefits, and other forms of compensation that the Injured Party would have received if he worked for Respondent from July 6, 2021 through the Effective Date, minus the amount the Injured Party earned with reasonable diligence during that period, plus accumulated interest, and B) front pay. Interest is calculated at the IRS underpayment rate, through the Effective Date. On the day of payment, Respondent shall confirm via email to Tamara Hoflejzer at Tamara.Hoflejzer@usdoj.gov and Liza Zamd at Liza.Zamd@usdoj.gov (or any other individuals IER designates) that payment was made. Respondent shall pay the Injured Party using the method of payment the Injured Party selects.
5. In accordance with 8 U.S.C. § 1324b, Respondent shall not discriminate against individuals based on citizenship, immigration status, or national origin during the recruitment, hiring, firing, and employment eligibility verification process, or intimidate, threaten, coerce, or retaliate against any person for participating in the IER Investigations or exercising any right or privilege secured by 8 U.S.C. § 1324b.
6. Respondent shall remove, and shall not make in the future, any reference to the IER Charge, IER Investigations, or this Agreement in any applicant or other

personnel records Respondent maintains regarding the Injured Party, and shall not disclose to any employer or prospective employer of the Injured Party any information or documentation concerning the IER Charge, the IER Investigations, or this Agreement, unless required by law. Respondent shall also remove any negative personnel records from the Injured Party's personnel file and will not change the Injured Party's termination code without IER's approval.

7. 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 its Logan Airport location and in all locations in the greater area of Boston, Massachusetts where Respondent normally posts notices to employees and job applicants (including electronic notices). Respondent shall post the IER Posters within 14 days from the Effective Date and they will remain posted at least during the term of this Agreement.
8. Within 90 days of the Effective Date, Respondent shall review any existing employment policies that relate to nondiscrimination in the badging process for Respondent's Logan Airport location and revise or create such policies to include the requirements of this paragraph, and provide them to IER. IER shall review and approve such policies, and Respondent shall implement the revised policies within 21 days after IER's approval. These revised or new employment policies shall:
 - (a) prohibit discrimination on the basis of citizenship, immigration status, and national origin (1) in the hiring, airport badging, and firing process; (2) during the Form I-9 employment eligibility verification process; and (3) in the E-Verify process;
 - (b) include 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) state the reporting and escalation process human resource employees and supervisors or managers at Respondent's Logan Airport location must follow if they receive a complaint of discrimination from an applicant or employee;
 - (d) provide educational material, online resources, and images of documentation that airport badge applicants can use to obtain a badge, and steps Respondent employees should take if they have unresolved questions about such documentation;

- (e) refer applicants and employees who complain formally of discrimination in the hiring, firing, or Form I-9 employment eligibility verification and reverification process immediately to the Immigrant and Employee Rights Section by directing the affected individual to the IER Poster; and
 - (f) 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.
9. During the term of this Agreement, Respondent shall provide any proposed revisions to its policies developed or reviewed pursuant to Paragraph 8 to IER for review and approval at least 14 days prior to the proposed effective date of such new or revised policies.
10. Within 90 days of the Effective Date, Respondent shall provide training on 8 U.S.C. § 1324b, to: A) all Respondent employees involved in the Injured Party's hiring, badging, or termination, and B) all Respondent employees who, at any time during the term of this Agreement, are responsible for i) hiring, ii) firing, iii) developing Respondent's badging application process at Logan Airport, or iv) implementing Respondent's badging application process at Logan Airport, as follows:
- (a) At IER's discretion, the training will consist of either (i) viewing a free IER webinar presentation; or (ii) viewing a free in-person IER presentation at a time and location mutually agreed upon by the parties.
 - (b) All Respondent employees will be paid their normal rate of pay, and the training will occur during their normally scheduled workdays and work hours, unless the parties otherwise agree. Respondent shall bear all of its costs associated with these training sessions.
 - (c) During the term of this Agreement, all new Respondent personnel who are responsible for i) hiring, ii) firing, iii) developing Respondent's badging application process at Logan Airport, or iv) implementing, Respondent's badging application process at Logan Airport, and who are hired after the training described in this paragraph has been conducted, shall attend an IER Employer/HR webinar training within 90 days of hire, transfer, or promotion.
 - (d) Respondent shall compile attendance records listing the individuals who comply with the training as described in this paragraph,

including the individuals' full name, job title, signature, and the date of the training, and send the records via email to Tamara Hoflejer at Tamara.Hoflejer@usdoj.gov and Liza Zamd at Liza.Zamd@usdoj.gov (or any other individuals IER designates) within 10 days of each training session. The emails transmitting attendance records shall have Respondent's name and DJ # 197-36-322 and 197-36-328, in the subject line.

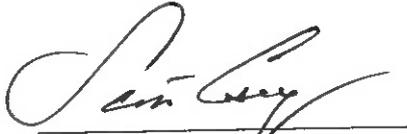
11. During the term of this Agreement, IER reserves the right to make such reasonable inquiries as it, in its discretion, believes necessary or appropriate to assess Respondent's compliance with this Agreement, including but not limited to, requiring written reports from Respondent concerning its compliance; inspecting Respondent's premises; interviewing Respondent's employees, officials or other persons; and requesting copies of Respondent's documents.
12. 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). Respondent shall, at IER's discretion, provide data field from such documents in Excel spreadsheet format pursuant to 28 C.F.R. 274a.2(c)(8)(iii), unless requested otherwise.
13. If IER has reason to believe that Respondent is in violation of any provision of this Agreement other than paragraph 5, IER may, in its sole discretion, notify Respondent of the purported violation rather than initiate a new investigation or seek to judicially enforce the Agreement. Before seeking to enforce paragraph 5 of this Agreement, IER shall notify Respondent of the purported violation(s) of 8 U.S.C. § 1324b. If IER notifies Respondent of any purported violation(s) of 8 U.S.C. § 1324b, Respondent shall have 60 days from the date IER notifies it of the purported violation(s) to cure the violation(s) to IER's satisfaction, including by providing any applicable remedies listed under § 1324b(g), before IER deems Respondent in violation of this Agreement.
14. 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 IER Investigations.
15. This Agreement resolves any and all differences under 8 U.S.C. § 1324b between the parties relating to the IER Investigations, through the Effective Date. The provisions of paragraph 2 notwithstanding, IER shall not seek from Respondent any additional civil penalty for the discrimination in violation of 8 U.S.C. § 1324b that is the subject of the IER Investigations through the Effective Date.

III. ADDITIONAL TERMS OF SETTLEMENT

16. 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 concerned the terms of this Agreement. The parties agree that the paragraphs set forth in Part II of this Agreement (entitled “Terms of Settlement”) are material terms.
17. The United States District Court for the District of Massachusetts 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 parties might have against a claim for enforcement or counterclaims asserted against it, except as provided in Paragraph 18.
18. Should any court declare or determine that any provision of this Agreement is illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected and said illegal or 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 is invalid.
19. The parties agree that, as of the Effective Date, litigation concerning the violations of 8 U.S.C. § 1324b that are the subject of the IER Investigations is not reasonably foreseeable. To the extent any party previously implement 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.
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.

United Parcel Service, Inc.

By:

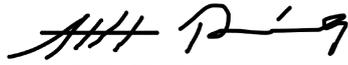


Scott Casey
Vice President, Legal

Dated: 9/15/23

Immigrant and Employee Rights Section

By:



Alberto Ruisanchez
Deputy Special Counsel

Dated: 9-21-2023

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