

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into between U.S. Service Industries ("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 July 8, 2013, the Office of Special Counsel notified Respondent that it opened an independent investigation (DJ# 197-35-402), into potential unfair documentary practices in violation of 8 U.S.C. § 1324b of the Immigration and Nationality Act (the "Act").

WHEREAS, the Office of Special Counsel concluded based upon its investigation that there is reasonable cause to believe that Respondent committed a pattern and practice of unfair documentary practices in violation of the Act.

WHEREAS, Respondent denies that it engaged in unfair documentary practices in violation of 8 U.S.C. § 1324b(a)(6).

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

WHEREAS Respondent understands its responsibilities under 8 U.S.C. § 1324b to 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.

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained and to fully and finally resolve this investigation 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 one-hundred and thirty two thousand dollars. (\$132,000).
2. Respondent shall pay the monies referenced in paragraph one via the FedWire electronic fund transfer system as follows: eleven thousand dollars (\$11,000) paid within ten (10) business days from the effective date of this Agreement; thirty three thousand dollars (\$33,000) paid on or before April 30, 2015; thirty three thousand dollars (\$33,000) paid on or before July 31, 2015; thirty three thousand dollars (\$33,000) paid on or before October 30, 2015; twenty two thousand dollars (\$22,000) paid on or before December 31, 2015. The Office of Special Counsel shall provide Respondent with fund transfer instructions before the first payment is due. Respondent shall send a confirmation email to Liza Zamd at Liza.Zamd@usdoj.gov each time it submits a payment.
3. Respondent shall set aside a fund of fifty thousand dollars (\$50,000) to compensate individuals who suffered economic damages, including suspension, termination, or other periods of lost work, or loss of seniority as a result of Respondent's discriminatory

employment eligibility verification practices. To compensate individuals with economic damages, Respondent shall complete the following steps:

- (a) Within sixty (60) days following the effective date of this Agreement, Respondent shall (i) notify by U.S. mail, and where the Respondent has an electronic mail address, by electronic mail, all non-U.S. citizen employees hired on or after July 8, 2011, that they may be entitled to compensation for lost wages and/or restoration of seniority as a result of Respondent's discriminatory practices, and (ii) provide the Office of Special Counsel with contact information, including home address, telephone number, mobile number, and email address, for all individuals notified;
- (b) The language of the initial notice to be sent to individuals pursuant to paragraph 3(a) is set forth in Attachment A. All individuals will be given sixty (60) days to contact the Office of Special Counsel if the individual believes s/he lost wages and/or seniority;
- (c) Within one hundred and eighty-five (185) days from the effective date of this Agreement, the Office of Special Counsel will determine the amount of lost wages, seniority, and/or benefits it believes each individual who has contacted the Office of Special Counsel pursuant to paragraph 3(b) is owed. The Office of Special Counsel will notify Respondent of the compensation it believes each individual is owed;
- (d) Within one hundred and ninety-five (195) days from the effective date of this Agreement, Respondent will notify the Office of Special Counsel if it disagrees with any lost wages, benefits, or seniority award as determined by the Office of Special Counsel pursuant to paragraph 3(c), and the Office of Special Counsel may in its sole and ultimate discretion modify the award amounts pursuant to information Respondent provides supporting its calculation;
- (e) Within two hundred and thirty (230) days from the effective date of this Agreement, Respondent will send all individuals entitled to economic damages a notice in the form of Attachment B indicating the award of back pay, benefits, and/or restoration of seniority, as determined by the Office of Special Counsel;
- (f) Within three hundred days (300) days following the effective date of this Agreement, Respondent shall pay the amount of lost wages owed, provide the benefits, and/or restore the loss of seniority to all individuals with economic damages as determined by the Office of Special Counsel;
- (g) Any language in communications to individuals with economic damages relating to the release of claims against Respondent shall be submitted to the Office of Special Counsel for approval prior to the execution of this

Agreement; the release of claims must be limited to violations of the Act for which the payment of lost wages and/or restoration of seniority relate;

- (h) Any monies used to compensate individuals pursuant to this paragraph shall be paid by cashier's check payable to each individual and sent via express mail or another method as agreed upon by the parties. Respondent shall follow the applicable instructions contained in IRS Publication 957;
 - (i) Within five (5) days of the payment of lost wages, the provision of benefits, and/or the restoration of seniority, Respondent shall provide to the Office of Special Counsel a certified record of the name of and compensation received by each individual; and
 - (j) If the fund described in this paragraph is insufficient to cover the claims of individuals with economic damages, Respondent shall compensate these individuals a pro rata share of the sum.
4. 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.
 5. Respondent shall post the Office of Special Counsel "If You Have The Right to Work" poster ("OSC Poster"), in color and measuring no smaller than 11" x 14", 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 three (3) years thereafter. The OSC Poster shall be posted in English and any other available language that is the preferred language of Respondent's employees, if that language is known.
 6. Beginning not more than fourteen (14) days from the date that Respondent receives a fully signed copy of this Agreement, Respondent will provide to all applicants a letter-size copy of the OSC Poster in English and the applicant's preferred language, if the preferred language is known and the OSC Poster is available in that language, with all paper employment applications, and a mandatory electronic link to the same OSC Poster(s) with all electronic applications, and Respondent will continue to do so for three (3) years thereafter.
 7. For three (3) years from the effective date of this Agreement, Respondent shall ensure that all individuals who are responsible for formulating, carrying out, and/or conducting training on Respondent's hiring, firing, equal employment, and employment eligibility verification policies, including all managers and employees who have any role making employment eligibility decisions, such as completing the Form I-9 and/or using the E-Verify system ("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 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.

8. Within thirty (30) days from the effective date of this Agreement, Respondent shall revise its employment policies as they relate to nondiscrimination and provide them for review and approval by the Office of Special Counsel. The employment policies shall be revised to:
 - (a) Prohibit (1) requesting for 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 in the recruiting, hiring, and firing process; and (3) discrimination 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 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) 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 any lawful manner in any investigation or action under 8 U.S.C. § 1324b.
9. During the two (2) years 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 and national origin to the Office of Special Counsel for review at least thirty (30) days prior to the effective date of such revised policies.
10. Within ninety (90) days of the effective date of this Agreement, all Human Resources Personnel shall join the Office of Special Counsel's email distribution list, and the Office of Special Counsel shall provide all Human Resources Personnel with training on their responsibilities 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) The training will consist of viewing a remote webinar presentation. Participants shall register for the webinar presentation through a link that the Office of Special Counsel will provide.
 - (b) All employees 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 a period of three (3) years from the effective date of this Agreement, all new Human Resources Personnel hired by Respondent after the training described in this paragraph has been conducted shall attend an Office of Special Counsel Employer/HR webinar within sixty (60) days of hire or promotion. Any individuals who have not been trained within sixty (60) days of commencing duties pursuant to this paragraph shall not be permitted to perform any employment eligibility verification functions.
 - (d) Respondent shall compile attendance records listing the individuals who attend the training described in this paragraph in the form of an attachment, including their full name, title, signature, and the date of the training, and send them via email to Liza.Zamd@usdoj.gov within ten (10) days of the training session.
11. During the Reporting Period, the Office of Special Counsel reserves the right to make reasonable inquiries of Respondent necessary to determine 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.
12. Every four (4) months during the Reporting Period, Respondent shall provide the Office of Special Counsel with the first name, last name, hire date, termination date (if any), citizenship status and last known phone number of all individuals hired during that four (4) month period. The Office of Special Counsel will select up to one hundred and fifty (150) individuals from that list, and within seven (7) calendar days of the selection, Respondent will send the Office of Special Counsel the Forms I-9 of those individuals, including attachments, such as copies of documentation used for the Form I-9 and E-Verify printouts. Respondent shall provide the documents in electronic form unless requested otherwise
13. If the Office of Special Counsel has reason to believe that Respondent is in violation of any provision of this Agreement, the Office of Special Counsel may in its sole discretion notify Respondent of the purported violation without opening an investigation. Respondent will then be given thirty (30) days from the date it is notified by the Office of Special Counsel in which to cure the violation to the satisfaction of the Office of Special Counsel before Respondent is deemed by the Office of Special Counsel to be in violation of this Agreement.

14. 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.
15. The provisions of paragraph 1 notwithstanding, the Office of Special Counsel shall not seek from Respondent any additional civil penalty for the pattern or practice of national origin discrimination, citizenship status discrimination or unfair documentary practices in violation of 8 U.S.C. § 1324b that are the subject of the OSC investigation through the date this Agreement is signed by all parties.
16. This Agreement may be enforced in the United States District Court of Maryland or any other court of competent jurisdiction.
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 shall 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 shall 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 shall be bound by facsimile signatures.

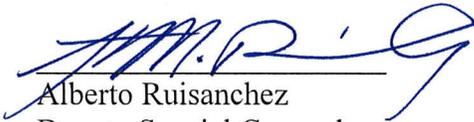
USSI **Timothy**
By: **J. Ruben**

Digitally signed by Timothy J. Ruben
DN: cn=Timothy J. Ruben,
o=USSI, ou,
email=truben@ussiclean.com
, c=US
Date: 2015.01.12 13:43:24
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Dated: January 12, 2015

Timothy J. Ruben
President & CEO

Office of Special Counsel for Immigration-Related Unfair Employment Practices

By: 

Alberto Ruisanchez
Deputy Special Counsel

Dated: JAN. 15, 2015

Jodi Danis
Acting Special Litigation Counsel

Liza Zamd
Trial Attorney