

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) is entered into by and between Mr. Glass Doors and Windows, Inc., Mr. Glass Doors and Windows Manufacturing, LLC, and Powder Coating Technologies, LLC (“Respondents” or “Mr. Glass Group”) and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section (“IER”) (together, “the Parties”).

I. BACKGROUND

WHEREAS, on November 16, 2020, IER open an independent investigation of Mr. Glass Group to determine whether Respondents were engaged in any unfair employment practices prohibited under the anti-discrimination provision of the Immigration and Nationality Act, 8 U.S.C. § 1324b (“Act”);

WHEREAS, on the basis of its investigation, DJ# 197-18-445 (the “IER Investigation”), IER concluded there is reasonable cause to believe that, from at least March 1, 2018, to September 16, 2020, Respondents engaged in a pattern or practice of requesting lawful permanent residents to present a List A document during the employment eligibility verification (“EEV”) process, based on the employees’ citizenship or immigration status, in violation of 8 U.S.C. § 1324b(a)(6);

WHEREAS, Mr. Glass Group has cooperated with IER and denies it engaged in any pattern or practice of requesting specific documents based on an employee’s citizenship or immigration status, as well as denies all liability and damages;

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, for settlement purposes;

NOW, THEREFORE, in consideration of the mutual promises, exchanges and forbearances set forth below, the receipt and sufficiency of which are hereby acknowledged, and to fully and finally resolve the IER 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 considered to be and referenced herein as the “Effective Date.” The term of this Agreement is three years following the Effective Date.
2. Respondents shall pay a civil penalty to the United States Treasury in the amount of \$120,000.
3. Respondents shall give IER the name, title, email address, and telephone number of the individual responsible for effectuating payment of the civil penalties no later than three

calendar days from the Effective Date. Respondents shall pay the monies discussed in paragraph 2 in three equal installments using the FedWire electronic fund transfer system. The first installment shall be paid within 14 calendar days of receiving fund transfer instructions from IER; the second installment shall be paid 120 calendar days from the Effective Date; and the third installment shall be paid 180 calendar days from the Effective Date. On the day Respondents make each of the three payments, Respondents shall send an email to Lisa Sandoval at Lisa.Sandoval@usdoj.gov (or any other individual(s) IER designates) to confirm that payment was made. The email confirming payment shall have Respondents' name and the investigation number, DJ # 197-18-445, in the subject line.

4. This Agreement resolves any and all differences between the Parties with respect to the IER Investigation through the Effective Date. IER shall not seek from Respondents any additional civil penalty or relief on behalf of itself, beyond that referenced in paragraph 2, for the unfair documentary practices in violation of 8 U.S.C. § 1324b(a)(6) that were the subject of the IER Investigation through the Effective Date.
5. In accordance with 8 U.S.C. § 1324b, Respondents shall not discriminate against individuals based on citizenship, immigration status, or national origin during the recruitment, hiring, firing, and the EEV process, or intimidate, threaten, coerce, or retaliate against any person for participating in the IER Investigation or exercising any right or privilege secured by 8 U.S.C. § 1324b.
6. Within 60 calendar days of the Effective Date, Respondents shall review, and, if necessary, create or revise any existing employment policies, training materials, and guidance that relate to the EEV process, to ensure they comply with the requirements of paragraph 6(a)-(e) below, and submit them to IER for review and approval, after which Respondents shall implement such policies, training materials, and guidance, within 30 calendar days of IER's approval. Respondents will, as needed, revise or create such documents to ensure they:
 - a. Comply with all applicable Form I-9 and E-Verify rules;
 - b. Prohibit requesting more or different documents than required by law to establish permission to work in the United States, requesting specific EEV documents, or rejecting valid EEV documents, because of an individual's citizenship, immigration status, or national origin;
 - c. Include citizenship, immigration status, and national origin as prohibited bases of discrimination; Respondents shall ensure inclusion of these bases in any similar Equal Employment Opportunity statements that Respondents include in printed or electronic materials available to the public or employees;
 - d. Prohibit any retaliation, intimidation, or coercion against an employee or applicant for having opposed any employment practice made unlawful by 8 U.S.C. § 1324b, or

for filing any charge, or participating in any investigation or action under 8 U.S.C. § 1324b; and

- e. Direct applicants and employees who complain, formally or informally, of discrimination on the basis of citizenship, immigration status, or national origin in the hiring, firing, or EEV processes to IER's website, www.justice.gov/ier, and the IER poster referenced in paragraph 10.
7. Within 60 calendar days of the Effective Date, Respondents shall ensure that all employees responsible for completing tasks related to the EEV process participate in training on their rights and obligations under 8 U.S.C. § 1324b. In addition:
- a. The training will consist of participating in an IER-provided free webinar presentation;
 - b. All employees will be paid their normal rate of pay, and the training will occur during their normally scheduled workdays and work hours. Respondents shall be responsible for all payroll costs and employee wages associated with these training sessions;
 - c. During the term of the Agreement, all employees with any role in human resources functions who assume or resume their duties after the initial training period described in this paragraph has been conducted, shall participate in an online IER Employer/HR webinar within 60 calendar days of assuming or resuming their duties; and
 - d. Respondents shall compile attendance records listing the individuals who attend the training(s) described in this paragraph, including their full name, job title, signature, and the date(s) of the training, and shall send the records via email to Lisa.Sandoval@usdoj.gov (or any other individual IER designates in writing) within 14 calendar days of each training session. The emails transmitting attendance records shall have Respondents' name and the reference number DJ # 197-18-445 in the subject line.
8. During the term of this Agreement, Respondents shall ensure that all employees responsible for completing tasks related to the EEV process review and have readily 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. Throughout the term of this Agreement, Respondents shall give a copy of the most current version of the Form I-9 Lists of Acceptable Documents ("Lists") to individuals at the same time and in the same manner as Respondents give them 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 or reverification. The Lists of Acceptable Documents shall be given to individuals as a standalone document and not included with any other documents except for the Form I-9.

10. Respondents shall include a link to the English and Spanish version of the IER “If You Have The Right to Work” poster (“IER Poster”), which is available at <https://www.justice.gov/crt/worker-information#poster>, on Respondents’ intranet for human resources services that all Respondents’ employees in the United States can access and in all places where notices to employees and job applicants are normally posted. Respondents shall post the IER Poster within 14 calendar days from the Effective Date of this Agreement and it will remain posted for the term of the Agreement.
11. Within 90 calendar days of the Effective Date, all authorized individuals who transmit Form I-9 information to E-Verify shall register for email updates from USCIS on the following topics by visiting <https://public.govdelivery.com/accounts/USDHSCISEVERIFY/subscriber/new>:
 - a. E-Verify updates; and
 - b. I-9 Central.
12. During the Term of the Agreement, IER reserves the right to make such reasonable inquiries as it, in its discretion, believes necessary or appropriate to assess Respondents’ compliance with this Agreement, including but not limited to, requiring written reports from Respondents concerning its compliance; inspecting Respondents’ premises; interviewing Respondents’ employees, officials or other persons; and requesting copies of Respondents’ documents. Respondents shall provide such requested documents in the format requested by IER, such as .pdf, Excel, or .csv format, depending on the type of document, unless the Parties agree otherwise.
13. If IER has reason to believe that Respondents are in violation of any provision of this Agreement during the Term of the Agreement, IER may, in its discretion, notify Respondents of the purported violation without opening an investigation. Upon such notification, Respondents shall have 15 calendar days to provide an explanation regarding the purported violation. If Respondents’ explanation does not satisfy IER’s concern, Respondents will have 30 calendar days from the date of IER’s notification of dissatisfaction with Respondents’ explanation to cure the purported violation to IER’s satisfaction before IER deems Respondents to be in violation of this Agreement.
14. Nothing in this Agreement limits IER’s right to inspect Respondents’ Forms I-9 within three business days pursuant to 8 C.F.R. § 274a.2(b)(2)(ii). Respondents shall, at IER’s discretion, provide data from such documents in Excel spreadsheet format unless requested in another format.

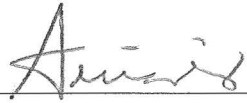
15. This Agreement does not affect the right of any individual to file a charge under the Act alleging an unfair immigration-related employment practice against Respondents, IER's authority to investigate Respondents or file a complaint on behalf of any such individual, or IER's authority to conduct an independent investigation of Respondents' employment practices occurring after the Effective Date or outside of the scope of the IER Investigation referenced herein.

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 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 party's right to argue that other terms in the Agreement are material.
17. The United States District Court for the Southern District of Florida 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.
18. The Parties agree that, as of the Effective Date, litigation concerning the alleged violations of 8 U.S.C. § 1324b that are the subject of the IER Investigation is not reasonably foreseeable. To the extent that any 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.
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 is invalid.
20. The Parties shall bear their own costs, attorney 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 IER Investigation.
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 electronic signatures.

Mr. Glass Group (Glass Doors and Windows, Inc., Mr. Glass Doors and Windows Manufacturing, LLC, and Powder Coating Technologies, LLC)

By:

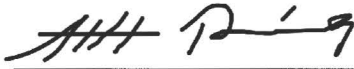


Dated: 7-25-2023

Mr. Glass Group

Immigrant and Employee Rights Section

By:



Alberto Ruisanchez
Deputy Special Counsel

Dated: 8-2-2023

Julia Heming Segal
Special Litigation Counsel

Lisa Sandoval
Trial Attorney