

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into by and between Crookham Company ("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, the Office of Special Counsel opened an independent investigation against Respondent, identified as DJ Number 197-22-54, to investigate the Respondent's employment eligibility verification practices and whether those practices violate the anti-discrimination provision of the Immigration and Nationality Act, 8 U.S.C. § 1324b (the "Act").

WHEREAS, the Office of Special Counsel concluded based upon its investigation that there is reasonable cause to believe that Respondent engaged in a pattern or practice of unfair documentary practices in violation of 8 U.S.C. § 1324b(a)(6). Specifically, the investigation found that Respondent required non-citizen employees, but not similarly-situated U.S. citizen employees, to present specific and/or unnecessary documents during the employment eligibility verification and E-Verify processes because of their citizenship status.

WHEREAS, Respondent denies any engagement in a pattern or practice of unfair documentary practices in violation of the Act. Respondent also does not admit (by this Agreement, any action taken, or otherwise) to violating any provision of the Act, or any other applicable law or regulation.

WHEREAS, the Office of Special Counsel acknowledges that Respondent has cooperated with the independent investigation.

WHEREAS, the Office of Special Counsel and Respondent wish to resolve this 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 Office of Special Counsel's investigation as of the Effective Date of this Agreement, it is agreed as follows:

1. This Agreement becomes effective as of the date of the latest signature on the Agreement, which date is referenced herein as the "Effective Date." The term of this Agreement shall be three (3) years following the Effective Date.
2. Respondent shall pay a civil penalty to the United States Treasury in the amount of two hundred thousand dollars and zero cents (\$200,000.00).
3. The monies discussed in paragraph 2 shall be paid via the FedWire electronic fund transfer system within ten (10) business days of Respondent's receipt of a fully signed copy of this Agreement and fund transfer instructions. The Office of Special Counsel will provide Respondent instructions for the FedWire electronic transfer. Respondent

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shall send a confirmation of the payment to Alexandra.Vince@usdoj.gov on the day the funds are transferred.

4. Respondent shall not discriminate on the basis of citizenship status or national origin in violation of 8 U.S.C. § 1324b.
5. Respondent shall avoid discrimination in the employment eligibility verification and re-verification process by (a) honoring 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); (b) not requesting more or different documents than are required by law; and (c) permitting all employees to present any document or combination of documents acceptable by law.
6. 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.
7. Prior to the effective date of this Agreement, Respondent posted an English and Spanish version of the Office of Special Counsel's "If You Have The Right to Work" poster ("OSC Poster"), in color and measuring no smaller than 18" x 24," an image of which is available at <http://www.justice.gov/crt/about/osc/htm/worker.php#>, in areas seen by all employees and job applicants. The OSC Poster will remain posted for the term of this Agreement, or for as long as Respondent participates in E-Verify, whichever date is later.
8. Throughout the term of this Agreement, Respondent shall (1) display a letter-sized copy of the OSC Poster in English and Spanish in areas seen by all employees and job applicants; and (2) include the English and Spanish versions of the OSC Poster in the on-line employee application.
9. Prior to the effective date of this Agreement, Respondent had started, and throughout the term of this Agreement shall continue, to give a copy of the Lists of Acceptable Documents to individuals at the same time as Respondent provides them with the Form I-9 to complete, and shall inform those individuals of their right to choose to present any document(s) that are on the Lists or are otherwise acceptable for purposes of employment eligibility verification.
10. Prior to the effective date of this Agreement, Respondent had started, and throughout the term of this Agreement shall continue, to ensure that all individuals who are responsible for formulating, conducting training on, or carrying out Respondent's hiring, firing, equal employment, and employment eligibility verification policies, as well as 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 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-9 Central, and the most current USCIS E-Verify Manual (M-775) ("Manual"), available at www.uscis.gov/USCIS/Verification/E-Verify/E-

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Verify Native Documents/manual-employer comp.pdf, and are aware of the guidance on the I-9 Central and E-verify websites. Copies of these documents and future revisions of the Form I-9, Handbook, Manual and guidance can be obtained from the United States Citizenship and Immigration Services at www.uscis.gov.

11. Prior to the effective date of this Agreement, Respondent removed from its "Information Sheet" the question, "Are you a U.S. Citizen?" and has provided the Office of Special Counsel with a copy of the revised "Information Sheet." That version of the "Information Sheet" shall remain the same with respect to the omission of any question about U.S. citizenship at least throughout the term of this Agreement.
12. Prior to the effective date of this Agreement, the Office of Special Counsel reviewed Respondent's revised employment policies that relate to nondiscrimination on the basis of citizenship or immigration status and national origin, and those policies now, and throughout the term of this Agreement shall, meet the following requirements:
 - (a) Prohibits discrimination on the basis of citizenship, immigration status, or national origin (1) in the hiring and firing process; (2) during the Form I-9 employment eligibility verification and re-verification process; and (3) in any part of the E-Verify process, regardless of whether it is handled directly or through an agent;
 - (b) Includes citizenship, immigration status, and national origin as prohibited bases of discrimination into its policy and any similar Equal Employment Opportunity (EEO) statements Respondent includes in printed or electronic materials available to the public or employees;
 - (c) Refers applicants and employees who complain, formally or informally, of discrimination in the hiring, firing, or Form I-9 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
 - (d) Provides that Respondent shall not take 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.
13. During the term of this Agreement, Respondent shall provide by email or overnight mail a copy of any new or changed employment policies or practices relating to nondiscrimination on the basis of citizenship, immigration status, or national origin to the Office of Special Counsel for approval at least twenty-one (21) days prior to the effective date of such new or revised policies. The 21-day notice requirement is not applicable where Respondent implements changes in a good faith effort to comply with other legal

obligations, but in such circumstances Respondents will provide notice as soon as practicable but not later than seven days after implementation.

14. Prior to the effective date of this Agreement, Respondent trained all current Crookham employees who have responsibility for any aspect of the employment eligibility verification process (including Form I-9 and E-verify) on their obligation 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, immigration status, and national origin. The training consisted of viewing a personalized remote presentation by the Office of Special Counsel, and a tri-agency webinar presented by the Office of Special Counsel, USCIS, and ICE. Respondent created, and sent to Alexandra Vince at Alexandra.Vince@usdoj.gov, attendance records of its personnel who participated in the tri-agency webinar and those who participated in its personalized presentation.
15. For a period of three years from the effective date of this Agreement, all new personnel Respondent hires who have responsibility for any aspect of the employment authorization verification process (including Form I-9 and E-verify), and all previously hired employees who assume new duties with respect to the employment authorization verification process, shall attend a free Office of Special Counsel Employer/HR webinar within sixty (60) days of hire or assuming the additional responsibility for employment eligibility verification. All such personnel will be paid their normal rate of pay for time spent in this training, which shall occur during their normally scheduled workdays and work hours. Respondent shall bear all other incidental costs associated with these training sessions.
16. During the term of this Agreement, the Office of Special Counsel reserves the right to make reasonable inquiries to Respondent necessary to determine Respondent's compliance with this Agreement. As 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 at the expense of the Office of Special Counsel.
17. Nothing in this Agreement limits the Office of Special Counsel's right to inspect Respondent's Forms I-9 within three business days pursuant to 8 C.F.R. § 274a.2(b)(2)ii. On the first Monday in November 2016, and every first Monday in November thereafter during the term of this Agreement (three years), Respondent shall provide the Office of Special Counsel with copies of the completed Forms I-9, including attachments (copies of documents), and the E-Verify transaction history for all employees Respondent hires from June 1 to September 30, of each year. Respondent shall provide the documents in hardcopy or electronic form by overnight mail or email to Alexandra.Vince@usdoj.gov unless requested otherwise.
18. 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 shall notify Respondent of the purported violation rather than initiate a new discrimination investigation or seek

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to judicially enforce the Agreement. 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 Office of Special Counsel's satisfaction before the Office of Special Counsel deems Respondent to be in violation of this Agreement.

19. 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 occurring after the Effective Date or outside the scope of this investigation.
20. This Agreement resolves any and all differences between the parties relating to independent investigation, DJ # 197-22-54 through the Effective Date of this Agreement. The provisions of paragraph two (2) notwithstanding, the Office of Special Counsel shall not seek from Respondent any additional civil penalty for the pattern or practice of unfair documentary practices in violation of 8 U.S.C. § 1324b(a)(6) that is the subject of the independent investigation, designated as DJ # 197-22-54 through the Effective Date of this Agreement. The Office of Special Counsel further agrees that the OSC Investigation shall be fully resolved upon execution of this Agreement.
21. Venue: this Agreement may be enforced in the United States District Court for the District of Idaho.
22. 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.
23. 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 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 is invalid.
24. The Office of Special Counsel and Respondent agree to bear their own costs, attorneys' fees and other expenses incurred in this action.
25. This Agreement sets forth the entire agreement between the Respondent and the Office of Special Counsel and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter herein.

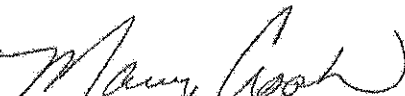
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26. This Agreement may be executed in multiple counterparts, each of which together shall be considered an original but all of which shall constitute one agreement. The parties agree to be bound by facsimile signatures.

Crookham Company

By: 
George Crookham
Chief Executive Officer

Dated: June 27, 2016

By: 
Mary Crookham
Chief Financial Officer

Dated: June 27, 2016

Office of Special Counsel for Immigration-Related Unfair Employment Practices

By: 
Alberto Ruisanchez
Deputy Special Counsel

Dated: June 27, 2016

Jodi Danis
Special Litigation Counsel

Alexandra A. Vince
Senior Equal Opportunity Specialist

