

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into by and between MJFT Hotels of Flushing, LLC ("Respondent"), and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section ("IER") (together, the "Parties").

### I. BACKGROUND

WHEREAS, on September 28, 2017, IER accepted as complete a charge filed by [REDACTED] ("Charging Party"), DJ# 197-51-639 ("IER Charge"), alleging that Respondent refused to hire the Charging Party and rejected his valid employment authorization document because of the Charging Party's citizenship status in violation of the unfair immigration-related employment practices provisions of 8 U.S.C. § 1324b ("Act");

WHEREAS, on October 10, 2017, IER notified Respondent that it had initiated an investigation ("IER Investigation") based on the Charging Party's allegations to determine whether Respondent had engaged in any discriminatory conduct in violation of 8 U.S.C. § 1324b, including any pattern or practice of unfair immigration-related employment practices;

WHEREAS, IER determined, based upon the IER Investigation, that there is reasonable cause to believe that Respondent refused to fully and fairly consider the Charging Party's candidacy for a front desk position based on his citizenship status in violation of 8 U.S.C. § 1324b(a)(1)(B);

WHEREAS, Respondent denies that it engaged in alleged conduct in violation of 8 U.S.C. § 1324b;

WHEREAS, the Parties wish to resolve this investigation without further delay or expense and hereby acknowledge that they are voluntarily and freely entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained below, and to fully and finally resolve the IER Investigation as of the date of execution of this Agreement, the Parties agree as follows:

### II. TERMS OF SETTLEMENT

1. This Agreement becomes effective as of the date of the last signature below, which date is referenced hereafter as the "Effective Date," and shall have a term of three years beginning from the Effective Date.
2. Respondent shall pay a civil penalty to the United States Treasury in the amount of two thousand and seventy-eight dollars (\$2,078). The monies discussed in this

paragraph shall be paid via FedWire electronic fund transfer system within ten (10) business days of the Effective Date or receipt of fund transfer instructions from IER, whichever is later.

3. Respondent shall provide IER with the name, title, email address, and telephone number of the individual responsible for effectuating payment of the Civil Penalty no later than three (3) business days after the Effective Date. On the day of payment, Respondent shall send confirmation of the payment to Julia Heming Segal at Julia.Heming.Segal@usdoj.gov. The email confirming payment shall have Respondent's name and the investigation number, DJ #197-51-639.
4. The provisions of paragraph two (2) notwithstanding, IER shall not seek from Respondent any additional civil penalty for alleged discrimination in the recruitment process in violation of 8 U.S.C. § 1324b that is the subject of the IER Investigation through the Effective Date.
5. In accordance with 8 U.S.C. § 1324b and 28 C.F.R. § 68.52, Respondent shall cease and desist any ongoing or additional violations of 8 U.S.C. § 1324b(a)(1) and not:
  - a. discriminate on the basis of citizenship, immigration status or national origin in violation of 8 U.S.C. § 1324b; and
  - b. intimidate, threaten, coerce, or retaliate against any person for his or her participation in IER's investigation or the exercise of 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 Investigation or this Agreement in any files or notes it maintains regarding the Charging Party, and shall give the Charging Party full and fair consideration for employment in the future if he applies for an open position with Respondent.
7. Respondent shall not disclose to any employer or prospective employer of the Charging Party any information or documentation related to the IER Investigation.
8. During the term of this Agreement, Respondent shall provide 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 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 or reverification.
9. During the term 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 in the hiring or employment eligibility verification processes, such as considering

applicants for employment, completing the Form I-9, and/or the E-Verify program (“Human Resources Personnel”), have available:

- a. 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](http://www.uscis.gov/I-9); and
  - b. the most current USCIS E-Verify Manual (M-775) (“Manual”), available at [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify). 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](http://www.uscis.gov).
10. Within sixty (60) calendar days of the Effective Date, Respondent shall review its policies, training materials, and/or internal guidelines relating to hiring, firing, assignment and/or completion of the employment eligibility verification process under 8 U.S.C. § 1324a(b). To the extent necessary and appropriate, Respondent shall revise its policies, materials, and/or guidelines to:
- a. prohibit 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 reverification process; and (3) in the E-Verify process;
  - b. include citizenship, immigration status, and national origin as prohibited bases of discrimination under its policy and any similar Equal Employment Opportunity (EEO) statements Respondent includes in printed or electronic materials available to the public or employees;
  - c. refer applicants and employees who complain, formally or informally, of discrimination in the hiring or firing on the basis of citizenship status, to the Immigrant and Employee Rights Section by directing the affected individual to the IER Poster and IER’s worker hotline (800-255-7688) and website ([www.justice.gov/ier](http://www.justice.gov/ier)), and advise the affected individual of his or her right to file a charge of discrimination with the Immigrant and Employee Rights Section; and
  - d. prohibit retaliation, intimidation or reprisal 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 a lawful manner in any investigation or action under 8 U.S.C. § 1324b.
11. Within ninety (90) calendar days of the Effective Date, Respondent shall ensure that all Human Resources Personnel are trained on their obligation to comply with 8 U.S.C. § 1324b, the appropriate use of E-Verify, and the employment eligibility

verification and reverification process as it relates to discrimination on the basis of citizenship, immigration status or national origin.

- a. The training will consist of viewing a free online IER webinar presentation, or, subject to the mutual agreement of the Parties, a live presentation by IER at its discretion.
  - b. All employees will be paid their normal rate of pay, and the training will occur during their normally scheduled workdays and work hours. Respondent shall be responsible for all payroll costs and employee wages associated with these training sessions.
  - c. During the term of the Agreement, all new Human Resources Personnel that Respondent hires or promotes after the initial training described in this paragraph shall attend a free online IER Employer/HR webinar within sixty (60) days of hire or promotion. Respondent may find the webinar schedule and registration links at [www.justice.gov/crt/webinars](http://www.justice.gov/crt/webinars).
  - d. Respondent shall compile attendance records listing the individuals who attend the training(s) described in this paragraph, including the individual(s)' full name, job title, signature, and the date(s) of the training, and send the records via email to [Julia.Heming.Segal@usdoj.gov](mailto:Julia.Heming.Segal@usdoj.gov) within ten (10) calendar days of each training session. The emails transmitting attendance records shall have Respondent's name and the investigation number, DJ #197-51-639, in the subject line.
12. During the term of this Agreement, IER reserves the right to make reasonable inquiries of Respondent that are, in IER's sole discretion, necessary to ensure Respondent's compliance with the terms of this Agreement.
  13. Nothing in this Agreement limits IER's right to inspect Respondent's Forms I-9 and attachments within three business days pursuant to 8 C.F.R. § 274a.2(b)(2)ii and 8 C.F.R. § 44.302(b).
  14. This Agreement does not affect the right of any individual to file an IER charge 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 the scope of the Investigation.

### **III. ADDITIONAL TERMS OF SETTLEMENT**

15. If IER has reason to believe that Respondent has violated or is violating any provision of this Agreement, IER may, in its discretion, notify Respondent of the purported violation rather than initiate a new investigation or seek immediate

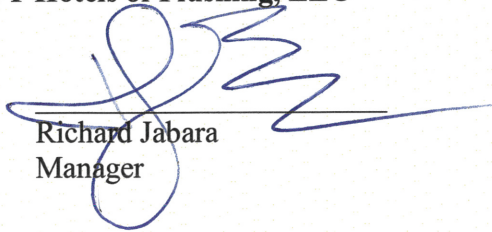
judicial enforcement of the Agreement. Respondent will then be given thirty (30) calendar days from the date IER notifies it in which to cure the violation(s) to IER's satisfaction before IER deems Respondent to be in violation of this Agreement and proceeds to take appropriate enforcement actions.

16. This Agreement may be enforced in the United States District Court for the Eastern District of New York or any other court of competent jurisdiction. This paragraph, or the initiation of a lawsuit to enforce the Agreement under this paragraph, including any counterclaims asserted, does not constitute and should not be construed as a waiver of sovereign immunity or any other jurisdictional or legal defense available to the United States. The Parties agree that the paragraphs set forth in Part II Of this Agreement (entitled "Terms of the Settlement") contain material terms, without waiver of either Parties' right to argue that the other terms in the Agreement are material.
17. The Parties agree that, as of the Effective Date, litigation concerning the alleged violations of 8 U.S.C. § 1324b that IER has found 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.
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. The Parties 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.
19. The Parties shall each bear their own costs, attorneys' fees and other expenses incurred in this action.
20. 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. 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.

21. 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.

**MJFT Hotels of Flushing, LLC**


By:

  
Richard Jabara  
Manager

Dated: 11-2-2018

**Immigrant and Employee Rights Section**

By:

  
Jodi Danis  
Special Litigation Counsel

Dated: 11/7/2018

Sebastian Aloom  
Special Litigation Counsel

Julia Heming Segal  
Trial Attorney