

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) is entered into by and between Destin Wings, Inc. d/b/a Hooters of Destin (“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 17, 2022, IER received a charge (“IER Charge”) filed by [REDACTED] (“Charging Party”), alleging Respondent committed unfair documentary practices based on citizenship status in violation of the anti-discrimination provision of the Immigration and Nationality Act, 8 U.S.C. § 1324b (“Act”);

WHEREAS, on August 29, 2022, IER notified Respondent that IER had initiated an investigation of the IER Charge (designated as DJ # 197-17-32);

WHEREAS, on the basis of its investigation of the IER Charge (the “IER Investigation”), IER concluded there is reasonable cause to believe that Respondent discriminated against Charging Party, a non-U.S. citizen who had employment authorization by virtue of her application to adjust her status to become a lawful permanent resident, when it rejected Charging Party’s acceptable documents for the Form I-9 and required Charging Party to present documentation she could not present due to her citizenship status, in violation of 8 U.S.C. § 1324b(a)(6);

WHEREAS, Respondent denies it violated the Act or any other law;

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.

NOW, THEREFORE, in consideration of the mutual promises contained below 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. Respondent shall pay a civil penalty to the United States Treasury in the amount of \$1,674.00.
3. Respondent’s representative who shall be responsible for effectuating payment of the civil penalties no later than the Effective Date is [REDACTED]. Respondent shall pay the monies discussed in paragraph 2 using the FedWire electronic fund transfer system within ten

business days of receiving fund transfer instructions from IER. On the day Respondent makes the payment, Respondent shall send an email to Katelyn Davis at Katelyn.Davis@usdoj.gov (or any other individual IER designates) to confirm that payment was made. The email confirming payment shall have Respondent's name and the investigation number, DJ # 197-17-32, in the subject line.

4. Within 30 days of IER notifying Respondent, which will occur within 180 days of Effective Date, Respondent shall send a check to the Charging Party consisting of back pay in the gross amount of \$212.41, which includes any accumulated interest calculated at the IRS underpayment rate, compounded daily, through the Effective Date, less any withholdings required by law. IER will provide Respondent with a mailing address for the Charging Party at the time of its notice of the determination of the Charging Party's back pay amount. On the day of payment, Respondent shall confirm via email to Katelyn Davis at Katelyn.Davis@usdoj.gov that payment was made and attach an image of the check.
5. Within 45 days after remitting the Charging Party's W-2 form for calendar year 2022 to the Social Security Administration under IRS regulations, and pursuant to the provisions of IRS Publication 957, Respondent shall file a special report to the Social Security Administration allocating the payment made to the Charging Party in paragraph 4 to the appropriate periods. On the day Respondent submits the documentation, Respondent shall confirm via email to Katelyn Davis at Katelyn.Davis@usdoj.gov that such documentation was submitted and provide a copy of such documentation.
6. 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 Respondent, its past and present officers, directors, members, shareholders, employees, insurers, attorneys, successors, and assigns, jointly or individually, 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.
7. In accordance with 8 U.S.C. § 1324b, Respondent:
 - a. Shall not discriminate on the basis of citizenship, immigration status, or national origin in violation of 8 U.S.C. § 1324b.
 - b. Shall not discriminate in the employment eligibility verification and reverification processes.
 - c. Shall (i) honor 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); (ii) not request more or different documents than are required by law for employment eligibility verification or reverification; and (iii) permit all employees to present any document or combination of documents acceptable by law at initial hire, rehire, and

during any lawful reverification of continued employment authorization.

- d. Shall not intimidate, threaten, coerce, or retaliate against any person for their participation in this matter or the exercise of any right or privilege secured by 8 U.S.C. § 1324b.
8. Respondent shall not disclose to any employer or prospective employer of Charging Party any information or documentation related to Charging Party's charge filed with IER, the IER Investigation, or this Agreement, unless required by law, and shall maintain any records pertaining to the charge, IER Investigation, or this Agreement in a file separate from Charging Party's personnel file.
9. Throughout the term of this Agreement, Respondent 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 Respondent gives 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.
10. During the term of this Agreement, Respondent shall ensure that all individuals who are responsible for formulating, providing training on, or implementing Respondent's hiring, firing, equal employment, and employment eligibility verification policies, including 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 program (collectively called "Human Resources Personnel"), 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.
11. Within 60 days of the Effective Date, Respondent shall review any existing employment policies and revise such policies, or develop and propose new policies, and submit them to IER for review. These revised or new employment policies shall:
 - a. in accordance with 8 U.S.C. § 1324b, prohibit discrimination on the basis of citizenship or immigration status and 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 status, immigration status, and national origin as prohibited bases of discrimination in any Equal Employment Opportunity statements that Respondent makes 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, firing, or Form I-9 employment eligibility verification and reverification process immediately to the Immigrant and Employee Rights Section. Respondent shall do so by directing the affected individuals to the IER “If You Have The Right to Work” Poster, an image of which is available at <https://www.justice.gov/crt/worker-information#poster>, IER’s worker hotline at 1-800-255-7688 and website at <https://www.justice.gov/crt/immigrant-and-employee-rights-section>, and advise the affected individuals of their right to file a charge of discrimination with IER; and
- d. prohibit any retaliation/reprisal action against an applicant or employee for the purpose of interfering with any right or privilege secured by 8 U.S.C. § 1324b, 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.

IER shall review and approve such policies to ensure compliance with this Agreement and 8 U.S.C. § 1324b, and Respondent shall implement final revised policies within 15 days after IER’s approval. During the term of this Agreement, Respondent shall provide any further revisions to such policies to IER for approval at least 30 days prior to the proposed effective date of such new or revised policies.

- 12. During the term of this Agreement, all new Human Resources Personnel hired or promoted since the Effective Date shall participate in a training on 8 U.S.C. § 1324b, and the employment eligibility verification and reverification process as it relates to discrimination on the basis of citizenship, immigration status, or national origin, within 60 days of hire or promotion.
 - a. The training shall consist of viewing the IER Employer/HR Representative webinar presentation, and participants shall register at <https://www.justice.gov/crt/webinars>.
 - b. All Human Resources Personnel will be paid their normal rate of pay for their time spent during the training, and the training will occur during the normally scheduled workday and work hours. Respondent shall bear all costs associated with these training sessions.
 - c. Respondent shall confirm attendance of each trainee at each training session via email to Katelyn Davis at Katelyn.Davis@usdoj.gov within 10 days of each training session. The emails transmitting attendance records shall have Respondent’s name and the investigation number, DJ # 197-17-32, in the subject line, as well as the name and title of each trainee and the date and time of each training.
- 13. Within 10 days of the Effective Date, Respondent shall identify and confirm the attendance of all Human Resources Personnel who have attended an IER Employer/HR Representative webinar presentation since January 1, 2023, via email to Katelyn Davis at Katelyn.Davis@usdoj.gov. In the event that Human Resource Personnel are employed

with Respondent as of the Effective Date and have not taken an IER Employer/HR Representative webinar presentation since January 1, 2023, such individuals shall participate in the training described in Paragraph 12 within 60 days of the Effective Date.

14. 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. At IER's discretion, Respondent shall provide such documents in Excel or .csv format unless the Parties agree otherwise.
15. If IER has reason to believe that Respondent is in violation of any provision of this Agreement during the term of this Agreement, IER may, in its sole discretion, notify Respondent of the purported violation without opening an investigation. Upon such notification, Respondent shall have 15 days to provide an explanation regarding the purported violation. If Respondent's explanation does not satisfy IER's concern, Respondent will have 30 days from the date of IER's notification of dissatisfaction with Respondent's explanation to cure the purported violation to IER's satisfaction before IER deems Respondent to be in violation of this Agreement.
16. Every six months during the term of this Agreement, Respondent shall provide IER with all Forms I-9 where Respondent completed Section 2 or Section 3 within the previous six-month period via email to Katelyn Davis at Katelyn.Davis@usdoj.gov.
17. 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 from such documents in Excel spreadsheet format unless requested in another format.
18. 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 Investigation.

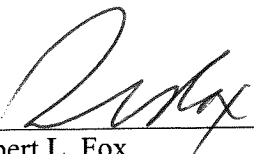
III. ADDITIONAL TERMS OF SETTLEMENT

19. 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.

20. The United States District Court for the Northern 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.
21. The Parties agree that, as of the Effective Date, litigation concerning the alleged violation of 8 U.S.C. § 1324b that was 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.
22. It is understood and agreed that this Agreement, any consideration given or accepted in connection with it and any covenants made in it, do not constitute an admission of liability by Respondent.
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 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.
24. The Parties shall bear their own costs, attorney fees and other expenses incurred in this investigation.
25. 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.
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 shall be bound by electronic signatures.

Destin Wings, Inc. d/b/a Hooters of Destin

By:




Robert L. Fox
President

Dated: 4/3/2023

Immigrant and Employee Rights Section

By:



Alberto Ruisanchez
Deputy Special Counsel

Dated: 4-10-23

Julia Heming Segal
Special Litigation Counsel

Katelyn Davis
Equal Opportunity Specialist