

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”) is made and entered into by and among Centerplate, Inc. (“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 June 29, 2012, the Office of Special Counsel opened an independent investigation against Respondent, DJ# 197-67-38 (the “OSC Investigation”), alleging unfair documentary practices in violation of the unfair immigration-related employment practices provisions of 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 committed unfair documentary practices in violation of the Act against work-authorized, non-U.S. citizens during the period from 2009 to 2012.

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

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained and to fully and finally resolve all disputes among the parties hereto as of the date of this Agreement, it is agreed as follows:

1. Respondent agrees to pay a civil penalty to the United States Treasury in the amount of two-hundred-and-fifty-thousand dollars and no cents (\$250,000.00).
2. The monies discussed in paragraph 1 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.
3. Within thirty (30) days of this signed Agreement, Respondent agrees that, in consultation with the Office of Special Counsel, it will develop and submit to OSC for its approval a methodology to identify each individual who may have suffered an economic harm (“Injured Party”) between September 1, 2010, and September 1, 2012, as a result of Respondent’s unfair documentary requests. Economic harm is defined as the denial of a job opportunity or delay in commencement of a job opportunity or training with Respondent.
4. For each Injured Party, Respondent agrees to pay back pay and accumulated interest on back pay. Respondent may withhold applicable taxes based on the tax rates of the current calendar year.
5. The monies discussed in paragraph 4 shall be paid by cashier’s check payable to the Injured Party and mailed, via express delivery service, to the address provided by the

Office of Special Counsel for the Injured Party within five (5) business days from the date Respondent identifies each Injury Party.

On the same day a copy of such check and the express delivery service tracking number for this mailing shall be sent to Joann Sazama at joann.sazama@usdoj.gov.

6. Respondent agrees to follow the applicable instructions contained in IRS Publication 957 and credit each Injured Party's back pay award to the calendar quarters of the years when the back wages would have been earned.
7. Respondent agrees that it shall not discriminate on the basis of citizenship status or national origin in violation of 8 U.S.C. § 1324b.
8. Respondent agrees that it will 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, including the E-Verify process. Respondent shall avoid discrimination in the employment eligibility verification, re-verification process, and E-Verify 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.
9. Respondent agrees that it will not intimidate, threaten, coerce, or retaliate against any individual for his or her participation in this matter or the exercise of any right or privilege secured by 8 U.S.C. § 1324b.
10. Respondent agrees to post an English and Spanish version of the Office of Special Counsel "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 all places where notices to employees and job applicants are normally posted. The Notice will be posted within fourteen (14) days from the effective date of this Agreement and will remain posted for three (3) years thereafter.
11. Beginning not more than fourteen (14) days from the date that Respondent receives a fully signed copy of this Agreement, Respondent will provide a letter-size copy of the OSC Poster in English and Spanish to all newly-hired employees within three (3) days of their hire.
12. For three (3) years from the effective date of this Agreement, Respondent agrees to 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/E-Verify 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/Payroll 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](http://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](http://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](http://www.uscis.gov).

13. Within thirty (30) days of receipt of a fully signed copy of this Agreement, Respondent will review its employment policies as they relate to the Form I-9, E-Verify, and non-discrimination on the basis of citizenship status and national origin and shall, as necessary, revise such policies to:
  - (a) Prohibit (1) the requesting of specific employment eligibility verification documents from any individual during the Form I-9 and E-Verify processes and prior to making an offer of employment; (2) discrimination on the basis of citizenship status or national origin in the hiring and firing processes; and (3) any difference in treatment of individuals, on the basis of citizenship status or national origin, during the Form I-9 employment eligibility verification/E-Verify and re-verification processes.
  - (b) Refer applicants and employees who complain, formally or informally, of discrimination in the hiring, firing, or Form I-9 employment eligibility verification, re-verification, and E-Verify processes 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.
  - (c) Provide 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.

During the three (3) 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.

14. Within ninety (90) days of receipt of a fully signed copy of this Agreement, the Office of Special Counsel shall provide all Human Resources/Payroll 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. A recording of the webinar shall be provided by the Office of Special Counsel.
  - (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 bear all costs associated with these training sessions.
  - (c) For a period of three years from the effective date of this Agreement, all new Human Resources/Payroll Personnel hired by Respondent after the training described in this paragraph has been conducted shall attend an Office of Special Counsel Employer/HR webinar this training within sixty (60) days of hire. Registration for each webinar may be found at <http://www.justice.gov/crt/about/osc/webinars.php>.
  - (d) Respondent shall compile attendance records listing the individuals who comply with the training as described in this paragraph in the form of Attachment A, including their full name, title, signature, and the date of the training, and send them via email to [joann.sazama@usdoj.gov](mailto:joann.sazama@usdoj.gov) within ten (10) days of the training session.
15. During the Reporting Period, the Office of Special Counsel reserves the right to make reasonable inquiries to 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 at the expense of the Office of Special Counsel.
16. Every six (6) months during the Reporting Period, Respondent shall provide the Office of Special Counsel with copies of the completed Forms I-9, including attachments, and its E-Verify transaction history for all non-U.S. citizen employees hired by Respondent in that six-month period. Respondent shall provide the documents in electronic form unless requested otherwise.
17. 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 promptly notify Respondent of the purported violation. Respondent will then be given a thirty (30) day period from the date it is notified by the Office of Special Counsel in which to cure the violation before Respondent is deemed by the Office of Special Counsel to be in violation of this Agreement.
18. Notwithstanding paragraph 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.

19. This Agreement resolves any and all differences between the parties relating to the OSC Investigation through the date this Agreement is signed by all parties.
20. 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 unfair documentary practices and retaliation in violation of 8 U.S.C. § 1324b that are subject of the OSC Investigation through the date this Agreement is signed by all parties.
21. This Agreement may be enforced in the United States District Court for the District of South Carolina.
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 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 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.

**Centerplate, Inc.**

By:

  
Keith B. W. King  
Chief Legal Officer  
Centerplate, Inc.

Dated: 1/5/13

**Office of Special Counsel for Immigration-Related Unfair Employment Practices**

By:



Seema Nanda  
Deputy Special Counsel

Dated: 1/7/2013

C. Sebastian Aloit  
Special Litigation Counsel

Phil Telfeyan  
Trial Attorney

Joann Sazama  
Equal Opportunity Specialist