

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”) is made and entered into by and among Potter Concrete, Ltd. (“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 February 14, 2013, the Office of Special Counsel opened an independent investigation of Respondent DJ# 197-73-447 (the “OSC Investigation”) to determine whether Respondent engaged in unfair documentary practices in violation of the anti-discrimination provision of the Immigration & Nationality Act, 8 U.S.C. § 1324b.

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) from at least January 1, 2012, to September 9, 2013.

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

NOW, THEREFORE, in consideration of the promises and mutual promises herein contained, it is agreed as follows:

1. Respondent shall pay a civil penalty to the United States Treasury in the amount of one hundred fifteen thousand dollars (\$115,000.00).
2. The monies referenced in paragraph 1 shall be paid via the FedWire electronic fund transfer system in three (3) equal installments on April 25, 2014, June 25, 2014, and August 25, 2014. The Office of Special Counsel will provide Respondent instructions for the FedWire electronic transfer for each installment payment.
3. Respondent shall not discriminate on the basis of citizenship status or national origin in violation of 8 U.S.C. § 1324b.
4. Respondent shall treat all individuals equally, without regard to citizenship or immigration status, or national origin, during the hiring, firing, and employment eligibility verification and reverification process. Respondent shall avoid discrimination in the employment eligibility verification and reverification 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.

5. 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.
6. If not already posted, Respondent shall 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 as long as Respondent participates with E-Verify, or for three (3) years thereafter, whichever date is the latter.
7. 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 the applicant’s preferred language with all paper employment applications, and a mandatory electronic link to the English and Spanish versions of the OSC Poster with all electronic applications, and Respondent will continue to do so for one (1) year thereafter.
8. For three (3) years from the effective date 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 making employment eligibility decisions, such as completing the Form I-9 (“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-9Central. Copies of these documents and future revisions of the Form I-9 and Handbook can be obtained from the United States Citizenship and Immigration Services at www.uscis.gov.
9. Within thirty (30) days from the effective date of this Agreement, Respondent will review its employment policies as they relate to nondiscrimination on the basis of citizenship status and national origin and shall, as necessary, revise such policies to:
 - (a) Prohibit (1) the requesting of employment eligibility verification documents from any individual prior to making an offer of employment; (2) discrimination on the basis of citizenship status or national origin in the hiring and firing process; and (3) disparate treatment of individuals, on the basis of citizenship status or national origin, during the Form I-9 employment eligibility verification and reverification process;
 - (b) 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 Office of Special Counsel by directing the affected individual to the OSC Poster, the

phone number and website of the Office of Special Counsel, and advise the affected individual of his or her right to file a charge of discrimination with the Office of Special Counsel; and

- (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 one (1) year 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.

10. Within ninety (90) days from the effective date of this Agreement, all Human Resources Personnel shall attend an Employer/HR Representative webinar provided by the Office of Special Counsel on their duty to comply with 8 U.S.C. § 1324b and the employment eligibility verification and reverification process as it relates to discrimination on the basis of citizenship status or national origin.
 - (a) All employees must be paid their normal rate of pay, and the training must occur during their normally scheduled workdays and work hours.
 - (b) For a period of three (3) years from the effective date of this Agreement, all new Human Resources Personnel hired by Respondent after the training described in this paragraph has been conducted shall attend an Office of Special Counsel-provided Employer/HR Representative webinar within sixty (60) days of hire.
 - (c) Respondent shall compile attendance records listing the individuals who comply with the training as described in this paragraph, including their full name, title, signature, and the date of the training, and send them via email to Alexandra.vince@usdoj.gov within ten (10) days of the training webinar.
13. 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.
14. 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, 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.

15. 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 to the satisfaction of the Office of Special Counsel before Respondent is deemed by the Office of Special Counsel to be in violation of this Agreement.
16. Notwithstanding paragraph 15, 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.
17. This Agreement resolves any and all differences between the parties relating to the instant independent investigation through the effective date of this Agreement.
18. 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 in violation of 8 U.S.C. § 1324b(a)(6) that were subject of the OSC Investigation through the date this Agreement is signed by all parties.
19. This Agreement may be enforced in the United States District Court for the Northern District of Texas.
20. 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.
21. 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.
22. This Agreement is neither an admission by Respondent of any act in violation of 8 U.S.C. § 1324b nor an admission by the United States of the merits of any of Respondent's defenses.

23. The Office of Special Counsel and Respondent agree to bear their own costs, attorneys' fees and other expenses incurred in this action.
24. 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.

Potter Concrete, Ltd.

By:



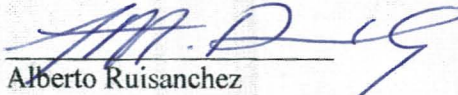
Greg Potter
President

Dated:

4/8/14

Office of Special Counsel for Immigration-Related Unfair Employment Practices

By:



Alberto Ruisanchez
Acting Deputy Special Counsel

Dated:

4/17/14

C. Sebastian Aloit
Special Litigation Counsel

Ronald Lee
Trial Attorney

Alexandra A. Vince
Senior Equal Opportunity Specialist