

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement"), the terms of which are set forth in parts II and III below, is made and entered into by and between Security USA, Inc. ("Respondent"), and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section ("IER") (together, "the parties").

I. BACKGROUND

WHEREAS, on April 29, 2019, IER accepted as complete a charge filed by the Charging Party, [REDACTED] ("Charging Party"), against Respondent, identified as DJ # 197-51-72 (the "IER Charge"), alleging (1) that Respondent retaliated against the Charging Party for asserting rights protected under 8 U.S.C. § 1324b, in violation of 8 U.S.C. § 1324b(a)(5), and (2) unfair documentary practices, in violation of 8 U.S.C. § 1324b(a)(6), by requesting that she present a Permanent Resident Card despite having already provided sufficient documentation for the verification of her employment eligibility.

WHEREAS, by letter dated April 30, 2019, IER notified Respondent that it had initiated an investigation based on the allegations contained in the IER Charge 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 concluded, based on its investigation of Respondent ("IER Investigation"), that there is reasonable cause to believe that from at least January 1, 2018, through June 27, 2019, Respondent had patterns or practices of unfair documentary practices against Lawful Permanent Residents ("LPRs") in violation of the anti-discrimination provision of the Immigration and Nationality Act, 8 U.S.C. § 1324b(a)(6) by (1) requesting specific documents from LPRs during the onboarding process, (2) requesting more or different documentation from such LPRs despite their having already provided sufficient documentation to prove their employment eligibility, and (3) requesting new Permanent Resident Cards ("PRCs") from LPRs upon the expiration dates of their previous PRCs, because of their citizenship status;

WHEREAS, IER has dismissed the Charging Party's charge on November 10, 2020;

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 this Agreement, the parties agree as follows:

II. TERMS OF SETTLEMENT

1. This Agreement becomes effective as of the date the last party signs the Agreement, referred to as the "Effective Date." The "term of this Agreement" shall be three years following the Effective Date.
2. Respondent shall not discriminate on the basis of citizenship, immigration status, or national origin, in violation of 8 U.S.C. § 1324b.

3. Respondent shall not intimidate, threaten, coerce, or retaliate against any person for his or her participation in the IER Investigation or the exercise of any right or privilege secured by 8 U.S.C. § 1324b.
4. Within 60 days of the Effective Date, Respondent shall review its existing employment policies, training materials, and/or internal guidelines relating to hiring, firing, assignment and/or recruitment and revise them, if necessary, to prohibit discrimination in the recruitment, hiring, and termination processes on the basis of citizenship, immigration status, and national origin, except where required to comply with law, regulation, executive order, government contract, or Attorney General determination.
5. To the extent necessary, Respondent shall create or revise its policies, training materials, and guidelines to:
 - a. prohibit requesting or requiring a specific document for the purposes of verifying an individual's work authorization at initial hire or reverification; and
 - b. prohibit requesting or requiring unnecessary documentation for the purposes of verifying an individual's work authorization, at initial hire or reverification.
 - c. Allow all individuals to choose which valid documents to present to prove their work authorization.
6. Within 90 days of the Effective Date, and thereafter annually during the term of this Agreement, Respondent shall ensure that all of its human resources, front desk, and management staff members receive training on their obligations to comply with 8 U.S.C. § 1324b. The training will consist of participating in a free online IER webinar presentation. Additionally:
 - a. 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.
 - b. Respondent will provide to IER records of all Respondent employees who attended IER's webinar presentation and the date of attendance, within 10 days of each training.
7. For the term of this Agreement, Respondent shall post an English and Spanish version of the IER "If You Have The Right to Work" poster ("IER Poster"), in color and measuring no smaller than 8.5" x 11", an image of which is available at www.justice.gov/crt/worker-information#poster, in all places where notices to employees and job applicants are normally posted. Respondent shall post the IER Poster within 14 days from the Effective Date of this Agreement.
8. 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 their compliance; interviewing Respondent's employees, officials, or other persons; and requesting records.

9. 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. If IER provides notice to Respondent of a violation and decides not to seek immediate judicial enforcement, Respondent will have 30 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.
10. This Agreement does not affect the right of any individual to file an IER charge alleging an unfair immigration-related employment practice, IER's authority to investigate or file a complaint on behalf of any such individual, or IER's authority to conduct an independent investigation of Respondent's employment practices apart from those encompassed within the IER Investigation as of the Effective Date.
11. This Agreement resolves any and all differences under 8 U.S.C. § 1324b between the parties relating to the IER Investigation through the Effective Date.

III. ADDITIONAL TERMS OF SETTLEMENT

12. 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 any parties' right to argue that other terms in the Agreement are material.
13. The United States District Court for the Southern District of New York 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.
14. 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 term or provision shall be deemed not to be 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 invalid.
15. The parties agree that, as of the Effective Date, litigation concerning the alleged violations of 8 U.S.C. § 1324b within the scope 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.
16. The parties shall each bear their own costs, attorneys' fees, and other expenses incurred in this action.
17. 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 are bound by electronic or facsimile signatures.

18. 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.

Security USA

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Dated: 11.13.20

Immigrant and Employee Rights Section

By: 

Dated: 11/24/20

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