

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into by and between Macy's West Stores, 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 October 28, 2015, the Office of Special Counsel accepted as complete a charge filed by [REDACTED] ("Charging Party") against Respondent, identified as DJ Number I97-12c-1516, alleging that Respondent engaged in employment eligibility verification practices that violated the anti-discrimination provision of the Immigration and Nationality Act, 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 citizenship status discrimination against the Charging Party in violation of 8 U.S.C. § 1324b(a)(1), and unfair documentary practices against the Charging Party and four other individuals in violation of 8 U.S.C. § 1324b(a)(6). Specifically, the investigation found that Respondent's Glendale Galleria store in Glendale, California ("Location") violated the law when it: (1) delayed onboarding the Charging Party because Respondent believed she was required to present an unexpired DHS-issued document, even though she had already produced sufficient documentation to prove her employment eligibility, because of her citizenship or immigration status; and (2) required four other non-U.S. citizens to produce DHS-issued documents as a condition of employment because of their national origin, citizenship, or immigration status. The investigation also found that Respondent did not require similarly-situated U.S. citizens to present specific documents during the employment eligibility verification process at the Location.

WHEREAS, Respondent denies that it committed the citizenship status and national origin discrimination and unfair documentary practices at the Location against the Charging party and four other individuals in violation of 8 U.S.C. § 1324b(a)(1) and 8 U.S.C. § 1324b(b)(a)(6) respectively, or that this Agreement constitutes an admission of wrongdoing, discrimination, or liability by Respondent.

WHEREAS, Respondent paid the Charging Party, in November 2015, \$523.90 for the hours the Charging Party would have worked but for the alleged violation.

WHEREAS, in November 2015, Respondent voluntarily provided the individuals responsible for answering Form I-9 questions at the Location with training consisting of that previously approved by the Office of Special Counsel.

WHEREAS, the Office of Special Counsel and Respondent wish to resolve this 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 this investigation as of the Effective Date of this Agreement, it is agreed as follows:

1. This Agreement pertains to the Location and becomes effective as of the date Respondent receives a fully signed copy of this Agreement, which date is referenced herein as the "Effective Date."
2. Respondent shall pay a civil penalty to the United States Treasury in the amount of eight thousand, seven hundred dollars (\$8,700).
3. The monies discussed in paragraph 2 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. The Office of Special Counsel will provide Respondent instructions for the FedWire electronic transfer. Respondent shall send a confirmation of the payment to Liza.Zamd@usdoj.gov on the day the funds are transferred.
4. Respondent shall not discriminate on the basis of citizenship, immigration status, or national origin in violation of 8 U.S.C. § 1324b.
5. Respondent shall avoid discrimination in the employment eligibility verification and re-verification 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.
6. 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.
7. Respondent shall continue 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/ert/about/osc/htm/worker.php#>, at the Glendale Galleria store in a place where notices to employees and job applicants are normally posted. The OSC Poster will remain posted for one (1) year thereafter.
8. Beginning not more than fourteen (14) days from the Effective Date, Respondent shall continue to provide or make available a copy of the Form I-9 Lists of Acceptable Documents to all individuals who have accepted an offer of employment at the Location before they complete the Form I-9. Respondent will continue to do so for eighteen (18) months thereafter.

9. For eighteen (18) months from the Effective Date, Respondent shall ensure that all individuals who work at the Location who are responsible for formulating or providing training on, administering or implementing Respondent's employment eligibility verification policies and processes, 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-9 Central, and are aware of the guidance on the I-9 Central website. Copies of this document and future revisions of the Form I-9, Handbook, and guidance can be obtained from the United States Citizenship and Immigration Services at www.uscis.gov.
10. Within forty-five days (45) of the Effective Date, Respondent shall provide all Human Resources Personnel at the Location with training that assesses their understanding of the Form I-9 process and rules, which are governed by laws prohibiting citizenship status and national origin discrimination in the hiring and employment eligibility verification processes.
 - (a) Respondent shall provide ten (10) multiple choice measurement and assessment questions, as agreed upon by the parties, for said Human Resources Personnel to answer as part of their training. The Human Resources Personnel must refer to written government resources, such as the Form I-9 Lists of Acceptable Documents, M-274 Handbook, and/or USCIS's I-9 Central website, in answering the questions. Respondent shall review and score each individual's responses to the questions.
 - (b) If any Human Resources Personnel answers a measurement and assessment question incorrectly, Respondent shall, within three (3) days, explain why the particular response is incorrect, and administer the question(s) to the Human Resource Personnel again until the Human Resource Personnel answers the question(s) correctly. Within seven (7) days thereafter, Macy's will provide the Office of Special Counsel with: 1) a list of the questions, if any, that were answered incorrectly by any Human Resource personnel; 2) the number of individuals who answered the particular question(s) incorrectly; and 3) a confirmation/certification that the assessment was given, scored, and any questions answered incorrectly were re-answered until correct.
11. Within sixty (60) days of the Effective Date, Respondent will review any of the Location's existing employment eligibility verification policies that relate to nondiscrimination on the basis of citizenship status and national origin and shall, as necessary, create or revise such policies to:
 - (a) Prohibit (1) discriminating on the basis of citizenship status or national origin in the hiring and firing process; and (2) discriminating, on the basis of citizenship status or national origin, during the Form I-9 employment eligibility verification and re-verification 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 re-verification process 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 eighteen (18) months following the Effective Date (the "Reporting Period"), Respondent shall submit any new or changed employment eligibility verification policies or practices for the Location relating to nondiscrimination on the basis of citizenship status or national origin to the Office of Special Counsel for approval at least thirty (30) days prior to the proposed effective date of such new or revised policies.

12. For a period of eighteen (18) months from the Effective Date, all new Human Resources Personnel hired at the Location after the training described in paragraph 10 has been conducted shall attend an Office of Special Counsel Employer/HR training or another training that was previously approved by the Office of Special Counsel within sixty (60) days of hire.
 - (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 bear all costs associated with these training sessions.
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 at the expense of the Office of Special Counsel.
14. Every four (4) months during the Reporting Period, Respondent shall retrieve all Forms I-9 completed for Glendale Galleria employees hired during the Reporting Period, create a spreadsheet with the following fields, and submit it to the Office of Special Counsel: (1) first name; (2) last name; (3) immigration/citizenship status marked in Section 1 of the Form I-9; (4) description of the documentation listed in Section 2; (5) full name of individual who completed Section 2; (6) home phone number for new employee, if provided on Form I-9; (7) personal email address for new employee, if provided on Form I-9; (8) home mailing addresses; (9) date of hire; and (10) date of termination (if

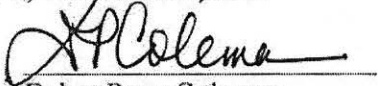
applicable). Respondent shall provide the information in Excel format unless a different format is requested.

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, within its discretion, may 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 Office of Special Counsel's satisfaction before Respondent is deemed by the Office of Special Counsel to be in violation of this Agreement.
16. 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 date this Agreement is signed by all parties.
18. The provisions of paragraph 2 notwithstanding, the Office of Special Counsel shall not seek from Respondent any additional civil penalty for the unfair documentary practices occurring at the Glendale Galleria store that are the subject of this investigation through the effective date of this Agreement.
19. This Agreement may be enforced in the United States District Court for the Central District of California.
20. The Office of Special Counsel and Respondent agree that, as of the Effective Date, litigation concerning alleged violations of 8 U.S.C. § 1324b and the Office of Special Counsel's reasonable cause determination to believe that Respondent committed such violations 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. The Office of Special Counsel and Respondent agree to bear their own costs, attorneys' fees and other expenses incurred in this action.

23. This Agreement sets forth the entire agreement between the Respondent and the Office of Special Counsel.
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.

Macy's, West Stores, Inc.

By:

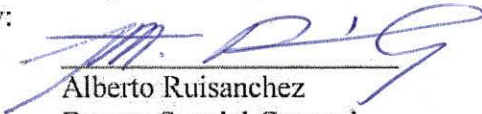


Debra Page Coleman
GVP, Associate General Counsel &
Assistant Secretary

Dated: 20 June 16

Office of Special Counsel for Immigration-Related Unfair Employment Practices

By:



Alberto Ruisanchez
Deputy Special Counsel

Dated: 6-22-16

Jodi Danis
Special Litigation Counsel

Liza Zamd
Senior Trial Attorney