

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into between Ark Rustic Inn d/b/a Rustic Inn Crabhouse ("Respondent") and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section ("IER") (together, the "Parties").

### I. BACKGROUND

WHEREAS, on March 28, 2017, IER accepted as complete a charge filed by Nnamdi Jackson, Esq. ("Charging Party") on behalf of [REDACTED] ("Injured Party") against Respondent, DJ# 197-18-365 (the "IER Charge"), alleging that Respondent terminated the Injured Party after he failed to present immigration status documentation in violation of the unfair immigration-related employment practices provisions of 8 U.S.C. § 1324b ("Act");

WHEREAS, on April 6, 2017, IER notified Respondent that it had initiated an investigation based on the Charging Party's allegations 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 upon its investigation, that there is reasonable cause to believe that Respondent engaged in a pattern or practice of unfair documentary practices based on citizenship status in violation of 8 U.S.C. § 1324b(a)(6) but that IER lacked reasonable cause to believe that Respondent unlawfully terminated the Injured Party;

WHEREAS, IER and Respondent wish to resolve this investigation without further delay or expense and hereby acknowledge that they are voluntarily and freely entering into this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises contained below, and to fully and finally resolve the instant investigation, the Parties agree as follows:

### II. TERMS OF SETTLEMENT

1. This Agreement becomes effective as of the date of the latest signature below, which date is referenced hereafter as the "Effective Date."
2. Respondent shall pay a civil penalty to the United States Treasury in the amount of four thousand dollars (\$4,000.00). The monies discussed in this paragraph shall be paid via the FedWire electronic fund transfer system within ten (10) business days of the Effective Date of this Agreement or receipt of fund transfer instructions from IER, whichever is later. On the day of payment, Respondent shall confirm via email to Gloria Yi at [Gloria.Yi@usdoj.gov](mailto:Gloria.Yi@usdoj.gov) and [Liza.Zamd@usdoj.gov](mailto:Liza.Zamd@usdoj.gov) that payment was made.

3. Respondent shall treat all individuals equally, without regard to citizenship or immigration status or national origin, during the recruitment, hiring, firing, and employment eligibility verification and re-verification process, as required by 8 U.S.C. § 1324b.
4. 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.
5. Respondent shall not intimidate, threaten, coerce, or retaliate against any person for his or her participation in IER's investigation or exercise of any right or privilege secured by 8 U.S.C. § 1324b.
6. Respondent shall post IER's "If You Have The Right to Work" poster ("IER Poster"), in color and measuring no smaller than 18" x 24," an image of which is available at <https://www.justice.gov/crt/worker-information#poster>, in all places where notices to employees and job applicants are normally posted. The IER Poster will be posted within fourteen (14) days of the Effective Date and will remain posted for three (3) years thereafter. The IER Poster shall be posted in English and any other available language that is the preferred language of Respondent's employees, if that language is known.
7. Within sixty (60) days of the Effective Date, Respondent will review any existing employment policies that relate to nondiscrimination on the basis of citizenship or immigration status and national origin. To the extent that it has such policies, Respondent will revise them to:
  - (a) Prohibit discrimination on the basis of citizenship, immigration status, or national origin: (1) in the hiring and firing process; and (2) during the Form I-9 employment eligibility verification.
  - (b) Include citizenship, immigration status, and national origin as prohibited bases of discrimination into its policy and any similar Equal Employment Opportunity (EEO) statements Respondent includes 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 re-verification process immediately to IER by directing the affected individual to the IER Poster and IER's worker hotline (800-255-7688) and website, <https://www.justice.gov/ier>, and advise the affected individual of

his or her right to file a charge of discrimination with IER; and

- (d) 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.
8. During the term 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, and employment eligibility verification policies, as well as 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 system (collectively, "Human Resources Personnel"), have 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-9Central](http://www.uscis.gov/I-9Central), and, if Respondent enrolls in E-Verify, the most current USCIS E-Verify Manual (M-775) ("Manual"), available at [www.uscis.gov/e-verify/publications/manuals-and-guides/e-verify-user-manual](http://www.uscis.gov/e-verify/publications/manuals-and-guides/e-verify-user-manual). Copies of these documents and future revisions of the Form I-9, Handbook, Manual and guidance can be obtained from the United States Citizenship and Immigration Services at [www.uscis.gov](http://www.uscis.gov).
9. Within sixty (60) days of the Effective Date, Respondent shall train all individuals with any role in the Form I-9 completion or review process, including but not limited to the Human Resources Personnel, the General Manager, and the Office Manager, on their obligations to comply with 8 U.S.C. § 1324b and the employment eligibility verification and re-verification processes as they relates to discrimination on the basis of citizenship, immigration status, and national origin.
- (a) The trainings shall consist of viewing a free IER Employer/HR representative webinar;
  - (b) All employees will be paid their normal rate of pay during the training, and the training will occur during their normally scheduled workdays and work hours. Respondent shall bear all costs associated with these training sessions;
  - (c) Respondent shall compile attendance records listing the individuals who attend the training described in this paragraph, including their full name, title, signature, and the date of the training, and send them via email to [Gloria.Yi@usdoj.gov](mailto:Gloria.Yi@usdoj.gov) and [Liza.Zamd@usdoj.gov](mailto:Liza.Zamd@usdoj.gov) within ten (10) days of each training session; and
  - (d) For a period of three (3) years from the Effective Date of this Agreement, all of Respondent's new or promoted staff who have

any job duties falling within paragraph 8 of this Agreement shall attend an IER Employer/HR webinar within sixty (60) days of hire or promotion.

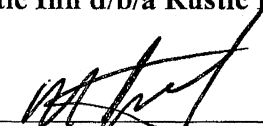
10. During the term of this Agreement, IER reserves the right to make reasonable inquiries to Respondent as necessary to determine Respondent's compliance with this Agreement. As a part of such review, IER may require written reports concerning compliance, inspect Respondent's premises, examine witnesses, and examine and copy Respondent's documents.
11. If IER has reason to believe that Respondent is in violation of any provision of this Agreement, IER may, in its sole discretion, notify Respondent of the purported violation without opening an investigation. IER will then give Respondent thirty (30) days from the date IER notifies it to cure the violation to IER's satisfaction before IER deems Respondent to be in violation of this Agreement.
12. This Agreement does not affect the right of any individual to file an IER charge alleging an unfair immigration-related employment practice against Respondent, 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.
13. The provisions of paragraph 2 notwithstanding, IER 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 that is the subject of the IER Investigation through the date all Parties sign this Agreement.
14. This Agreement may be enforced in the United States District Court for the Southern District of Florida or any other 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.
15. IER and Respondent agree that, as of the Effective Date, litigation concerning the violations of 8 U.S.C. § 1324b that IER has reasonable cause to believe that Respondent committed 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. Should any court declare or determine that any provision of this Agreement is 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 IER shall not, individually or in combination with another, seek to have any court declare or

determine that any provision of this Agreement is invalid.

17. IER and Respondent shall each bear their own costs, attorneys' fees and other expenses incurred in this action.
18. This Agreement sets forth the entire agreement between Respondent and IER and fully supersedes any and all prior agreements or understandings between the Parties pertaining to the subject matter herein.
19. 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.

**Ark Rustic Inn d/b/a Rustic Inn Crabhouse**


By:

  
\_\_\_\_\_  
Robert Stewart  
Chief Financial Officer, President

Dated: 10/11/17

**Immigrant and Employee Rights Section**

By:

  
\_\_\_\_\_  
Jodi Danis  
Special Litigation Counsel

Dated: 10/13/17

Liza Zamd  
Acting Special Litigation Counsel

Gloria Yi  
Trial Attorney