

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made and entered into by and between Barrios Street Realty LLC, and Jorge Arturo Guerrero Rodriguez, ("Respondents"), and the United States Department of Justice, Civil Rights Division, Office of Special Counsel for Immigration-Related Unfair Employment Practices ("Office of Special Counsel" or "OSC").

WHEREAS, on December 18, 2014, the Office of Special Counsel opened an independent investigation, DJ# 197-32M-7 ("OSC Investigation"), to determine whether Respondents engaged in a pattern or practice of citizenship status discrimination in violation of the immigration-related unfair employment practices provisions of 8 U.S.C. § 1324b ("Act").

WHEREAS, the Office of Special Counsel concluded based on the OSC Investigation that there is reasonable cause to believe that Respondents engaged in a pattern or practice of citizenship status discrimination in hiring against U.S. citizens and other protected individuals in violation of the Act. Specifically, the OSC Investigation found that Respondents failed to engage in reasonable and good faith efforts to recruit U.S. workers and failed to hire U.S. workers due to a hiring preference for temporary foreign workers under the H-2B visa program.

WHEREAS, the Office of Special Counsel and Respondents wish to resolve the OSC Investigation prior to the initiation of litigation and 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 the OSC Investigation as of the date of this Agreement, it is agreed as follows:

1. Respondents shall pay civil penalties to the United States in the total amount of thirty thousand dollars (\$30,000.00).
2. The monies discussed in Paragraph 1 shall be paid in two (2) equal installments of fifteen thousand dollars (\$15,000.00), via the FedWire electronic fund transfer system. The first installment payment shall be made within ten (10) business days after the Respondents receive instructions from the Office of Special Counsel on how to transfer funds through the FedWire system or receive a fully signed copy of this Agreement, whichever is later. The second payment shall be made within sixty (60) calendar days from the date of the first payment, using the same FedWire payment process. Notice of each installment payment shall be emailed to Erik Lang at Erik.Lang@usdoj.gov on the day the funds are transferred.
3. Respondents shall set aside a back pay fund of one hundred and fifteen thousand dollars (\$115,000.00) to compensate Qualified Individuals as outlined below:
 - (a) Within fifteen (15) calendar days from the effective date of this Agreement, Respondents shall provide the Office of Special Counsel with the name and contact information (including e-mail addresses) for all of the individuals not already known by OSC who applied for a position as a

laborer or a roofer with Respondents from July 1, 2014, to December 31, 2014. Within thirty (30) calendar days from the effective date of this Agreement, the Office of Special Counsel will send a written notification (“Attachment A”) by U.S. mail or electronic mail to the applicants to determine if they are entitled to receive compensation for lost wages due to Respondents’ alleged unfair employment practices;

- (b) Individuals will be given sixty (60) calendar days from the date of the notice (“Attachment A”) to send to the Office of Special Counsel a completed Applicant Statement Back Pay Form;
- (c) The Office of Special Counsel will then determine who constitutes a Qualified Individual entitled to compensation, and the amount of back pay it believes each Qualified Individual who submitted a completed Applicant Statement Back Pay Form is owed. The Office of Special Counsel shall notify Respondents within five (5) days of making its determination;
- (d) The formula to be used by the Office of Special Counsel for the calculation of back pay described in Paragraph 3(c) for each Qualified Individual will be the hourly rate specified in the relevant labor certification application multiplied by the number of hours specified in the contract period minus any interim earnings of the Qualified Individual;
- (e) Within thirty (30) calendar days from the date on which the Office of Special Counsel provides Respondents with the back pay determination pursuant to Paragraph 3(c), Respondents will notify the Office of Special Counsel in writing if Respondents disagree with any back pay determination and provide an explanation for their position and copies of any supporting documents;
- (f) In the event the Office of Special Counsel and Respondents disagree over a back pay determination, the Office of Special Counsel will make, in its sole discretion, the final determination regarding the amount to be paid and will, within thirty (30) calendar days of receiving information under Paragraph 3(e), notify Respondents in writing of its final determination;
- (g) If Respondents do not object to the Office of Special Counsel’s back pay determination under Paragraph 3(e), Respondents shall, within thirty-five (35) days of receiving the back pay determination pursuant to Paragraph 3(c), send each Qualified Individual a notice in the form of Attachment B, indicating the amount of back pay to be received (as determined by the Office of Special Counsel), a release of liability, and any applicable tax forms. If Respondents object to any of the Office of Special Counsel’s back pay determinations under Paragraph 3(e), Respondents shall, within ten (10) calendar days of receiving the final back pay determination under

Paragraph 3(f), send each Qualified Individual a notice in the form of Attachment B, indicating the amount of back pay to be received (as determined by the Office of Special Counsel), a release of liability, and any applicable tax forms;

- (h) Within thirty (30) calendar days from Respondents' receipt of a signed release of liability and applicable tax forms from a Qualified Individual, Respondents shall send the individual the back pay amount (as determined by the Office of Special Counsel) in the form of a check via certified mail, accompanied by a payment transmittal notice. On the same day, Respondents shall send a copy of the check and payment transmittal notice to Erik.Lang@usdoj.gov. Respondents shall withhold and pay applicable taxes and withholdings;
 - (i) If the fund is insufficient to cover the claims of all Qualified Individuals, Respondents shall compensate these individuals with a pro rata share of the fund, to be calculated by the Office of Special Counsel. The parties agree that Respondents' total liability to Qualified Individuals under this Paragraph shall not exceed \$115,000.00;
 - (j) Any language in written communications to Qualified Individuals relating to this Agreement or a release of liability shall be submitted to the Office of Special Counsel for review, and any release must be limited to the claims referenced in this Agreement; and
 - (k) A "Qualified Individual," as described in this Paragraph, shall be any work authorized individual who (a) applied for a position in Louisiana as a laborer or a roofer with Respondents from July 1, 2014, to December 31, 2014, (b) had 6 months of relevant professional experience, and (c) did not receive an offer of employment from Respondents. It is limited to those individuals who appear on the list of applicants supplied to OSC by the Louisiana Workforce Agency (and shared by OSC with Respondents) and those individuals who responded via email or fax to the newspaper advertisements placed by Barrios Street Realty in the Times Picayune Newspaper in July 2014.
- 4. Respondents shall not discriminate on the basis of citizenship, immigration status, or national origin during the hiring, firing, or employment eligibility verification and re-verification process, in violation of 8 U.S.C. § 1324b.
 - 5. Respondents shall not intimidate, threaten, coerce, or retaliate against any individual for his or her participation in the OSC Investigation or the exercise of any right or privilege secured by 8 U.S.C. § 1324b.
 - 6. Unless Respondents have already done so as a condition of its access to the Department of Homeland Security's E-Verify program, Respondents 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 8.5” x 11” — an image of which is available at <http://www.justice.gov/crt/worker-information#poster> — in all places where notices to employees and job applicants are normally posted. The OSC Poster will be posted within fourteen (14) business days from the effective date of this Agreement and will remain posted for two (2) years thereafter.

7. Within thirty (30) calendar days of receipt of a fully signed copy of this Agreement, Respondents shall review their employment policies and revise such policies to prohibit discrimination on the basis of citizenship, immigration status, and national origin in the hiring, firing, and employment eligibility verification processes.
8. During the three (3) years following the effective date of this Agreement (the “Reporting Period”), Respondents shall provide, for review and approval, any changes in employment policies as they relate to nondiscrimination on the basis of citizenship, immigration status or national origin to the Office of Special Counsel at least thirty (30) calendar days prior to the effective date of such proposed policies.
9. During the Reporting Period, Respondents shall retain a photocopy or electronic copy of every job application and resume that is submitted to Respondents from individuals seeking employment, regardless of whether such individuals apply directly to Respondents or through a third party, such as the Louisiana Workforce Commission.
10. During the Reporting Period, Respondents shall keep a written record of the action(s) they take with respect to each application and resume identified in Paragraph 9, including whether or not the individual was interviewed, offered a job, hired, or not selected, and the reason(s) for the non-selection.
11. During the Reporting Period, Respondents shall provide a timely written notice to each Qualified Individual of any laborer or roofer vacancies Respondents seek to fill. Respondents shall also give good faith consideration to any Qualified Individual’s application for such vacancies. However, this provision does not require that a Qualified Individual be preferred over a more qualified applicant.
12. Within thirty (30) business days of receipt of a written request, Respondents shall provide the Office of Special Counsel with copies of the documents described in Paragraphs 9 and 10, and the notices specified in Paragraph 11.
13. The Office of Special Counsel reserves the right to submit other reasonable inquiries to Respondents necessary to determine Respondents’ compliance with this Agreement, such as inspecting Respondents’ premises or examining witnesses.
14. Within sixty (60) days of the effective date of this Agreement, Respondents shall require any employee or individual who has a role in hiring or verifying employment eligibility for Respondents (“Human Resources Personnel”) to receive mandatory training, provided

or approved by the Office of Special Counsel, on the duty to comply with 8 U.S.C. § 1324b.

- (a) All employees will be paid their normal rate of pay to attend the training, which will occur during normal work hours.
 - (b) The training will be recorded. During the Reporting Period, all new Human Resources Personnel hired after the initial training has been conducted shall view a recording of the mandatory training within sixty (60) days of hire.
 - (c) Following the initial sixty (60) day training period described in this paragraph, only Human Resources Personnel in compliance with the training requirements of this paragraph shall be permitted to take part in Respondent's hiring and employment eligibility verification processes.
- 15. During the three (3) years following the effective date of this Agreement, Barrios Street Realty shall not seek, either for its own benefit or for the benefit of a third party, temporary foreign workers under the H-2B visa program or other immigration visa programs administered by the Employment and Training Administration of the U.S. Department of Labor. Barrios Street Realty agrees that its actions would constitute valid grounds for debarment under 20 C.F.R. §§ 655.73 and 655.182 and meet the criteria as a willful and substantial violation and that Barrios waives the applicability of the debarment process under the regulations.
- 16. If the Office of Special Counsel has reason to believe that Respondents are in violation of any provision of this Agreement, the Office of Special Counsel will notify Respondents of the purported violation. Respondents will then be given thirty (30) calendar days from the notification date by the Office of Special Counsel in which to cure the violation to the satisfaction of the Office of Special Counsel before Respondents are deemed by the Office of Special Counsel to be in violation of this Agreement.
- 17. This Agreement does not affect the right of any individual to file a charge alleging an unfair immigration-related employment practice against Respondents with the Office of Special Counsel, the authority of the Office of Special Counsel to investigate a charge 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 Respondents' employment practices.
- 18. This Agreement resolves any and all differences between the parties relating to all OSC investigations of Respondents and other companies associated with Jorge Guerrero (including JAG Premier, LA Jomac, Pangea Industries, and Guro Enterprise LLC) that OSC has open up to the date this Agreement is signed by the parties.
- 19. The provisions of Paragraph 1 notwithstanding, the Office of Special Counsel shall not seek from Respondents any additional civil penalty for the pattern or practice of

citizenship status discrimination in violation of 8 U.S.C. § 1324b that was the subject of the OSC Investigation through the date this Agreement is signed by all parties.

20. This Agreement may be enforced in the United States District Court for the Eastern District of Louisiana.
21. The Office of Special Counsel and Respondents agree that, as of the effective date of this Agreement, litigation concerning the OSC 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 any party of any other obligations imposed by this Agreement.
22. Should any part, term or provision of this Agreement be declared or determined by any court to be illegal or invalid, the legality or validity of the remaining parts, terms or provisions shall not be affected thereby. Said illegal or invalid part, term or provision shall not be deemed to be a part, term or provision of this Agreement. Respondents 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 part, term or provision of this Agreement is illegal or invalid.
23. The Office of Special Counsel and Respondents agree to bear their own costs, attorneys' fees and other expenses.
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 or signatures transmitted via email attachment.

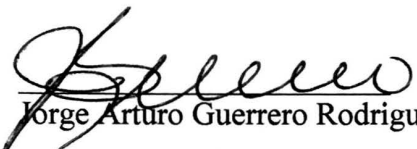
25. The effective date of this Agreement shall be the date that the last party signing this Agreement transmits a copy of the signature page to the other two parties who signed the Agreement.

Barrios Street Realty, LLC

By: _____
Richard Ledet
Barrios Street Realty, LLC

Dated: _____

Jorge Arturo Guerrero Rodriguez

By: 
Jorge Arturo Guerrero Rodriguez

Dated: 3-11-2016

Office of Special Counsel for Immigration-Related Unfair Employment Practices

By: _____
Alberto Ruisanchez
Deputy Special Counsel

Dated: _____

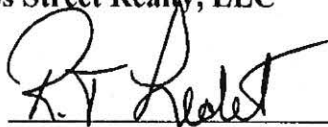
C. Sebastian Aloit
Special Litigation Counsel

Erik W. Lang
Trial Attorney

Tran-Chau Le
Equal Opportunity Specialist

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Barrios Street Realty, LLC

By: 
Richard Ledet
Barrios Street Realty, LLC

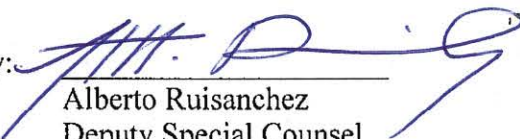
Dated: 3-14-16

Jorge Arturo Guerrero Rodriguez

By: _____
Jorge Arturo Guerrero Rodriguez

Dated: _____

Office of Special Counsel for Immigration-Related Unfair Employment Practices

By: 
Alberto Ruisanchez
Deputy Special Counsel

Dated: 3-21-16

C. Sebastian Aloit
Special Litigation Counsel

Erik W. Lang
Trial Attorney

Tran-Chau Le
Equal Opportunity Specialist