

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into by and between SP Plus Corporation (“Respondent”) and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section (“IER”) (collectively “Parties”).

I. BACKGROUND

WHEREAS, on August 6, 2023, [REDACTED] (“Charging Party”) filed a charge against Respondent, DJ #197-23-921 (“Charge”) alleging violations of the antidiscrimination provision of the Immigration and Nationality Act, 8 U.S.C. § 1324b(a)(6).

WHEREAS, on August 16, 2023, IER notified Respondent and Charging Party it had initiated an investigation based on the Charge (“Investigation”).

WHEREAS, Respondent has denied and continues to deny that it violated the antidiscrimination provision of the Immigration and Nationality Act, 8 U.S.C. § 1324b(a)(6).

WHEREAS, IER concluded that reasonable cause exists to believe that Respondent engaged in unfair documentary practices in violation of 8 U.S.C. § 1324b(a)(6) when, for purposes of completing the Form I-9, it refused to honor the Charging Party’s valid Employment Authorization Document (“EAD”) and requested additional, unnecessary documentation based on her national origin. Specifically, IER determined there is reasonable cause to believe that, on or around July 24, 2023, Respondent refused to honor Charging Party’s facially expired EAD for the Form I-9 and requested additional documentation because Charging Party’s country of birth as indicated on her EAD is the Bahamas, even though the EAD, which was issued to Charging Party as a beneficiary of Temporary Protected Status Haiti, met both criteria (i.e., category code and expiration date) in a Federal Register Notice for an automatic extension to June 30, 2024, and was therefore still valid.

WHEREAS, the Parties wish to resolve the Investigation without further delay or expense and hereby acknowledge that they are voluntarily entering into this Agreement.

NOW, THEREFORE, in consideration of the below mutual promises and to fully and finally resolve the Investigation, as of the date of this Agreement, the Parties agree as follows:

II. TERMS OF AGREEMENT

- (1) This Agreement shall become effective as of the date the last party signs the Agreement (“Effective Date”). The term of this Agreement is twenty-four (24) months following the Effective Date.
- (2) All emails to IER required under this Agreement shall be addressed to William Hanrahan and/or any other personnel IER designates in writing and shall have Respondent’s name and the reference number 197-23-921 in the subject line.
- (3) Within five days of the Effective Date, Respondent shall provide by email to IER Respondent’s business address and the name, title, email address, mailing address (if different than Respondent’s business address), and phone number of the individual responsible for effectuating payment of the civil penalty.

- (4) Respondent shall pay a civil penalty to the United States Treasury in the amount of \$2,000.00 via the FedWire electronic fund transfer system, within 30 days of the Effective Date or Respondent's receipt of fund transfer instructions from IER, whichever is later. On the day of payment, Respondent shall confirm the payment via email to IER.
- (5) The provisions of paragraph (4) notwithstanding, IER shall not seek from Respondent any additional civil penalty for any alleged violation of 8 U.S.C. § 1324b that is the subject of the Investigation through the Effective Date.
- (6) Within 15 days of this Agreement, Respondent shall contact Charging Party and offer her the opportunity to accept the same job Respondent hired her for in 2023 at the rate of pay and with the same terms and condition of employment that she would be receiving if Respondent had employed her since July 24, 2023.
- (7) Respondent shall pay Charging Party \$3,668.63 in back pay, plus interest calculated at the IRS underpayment rate, compounded daily through the Effective Date, less any withholding required by law per the following procedure:
 - (a) IER shall provide Respondent with Charging Party's last known mailing address and email address. Within 30 days of receiving that information, Respondent shall send to Charging Party by email and mail the tax forms necessary to effectuate payment of back pay to her. Along with the tax forms, Respondent shall include a message to Charging Party informing her she may complete and send the forms back via email or mail and specify the email address and mailing address where she may submit the completed forms.
 - (b) Within 30 days of receiving Charging Party's completed tax forms, Respondent shall mail her a check to her mailing address for the amount of back pay determined under paragraph (7). On the day Respondent mails such payment, it shall email a copy of the payment to William Hanrahan at william.hanrahan@usdoj.gov and IER@usdoj.gov.
 - (c) Within 60 calendar days after remitting Charging Party's W-2 form for calendar year 2024 to the Social Security Administration under IRS regulations, and pursuant to the provisions of IRS Publication 957, Respondent shall file a special report to the Social Security Administration allocating the payment made to the Charging Party in paragraph (7) to the appropriate periods in 2023. On the day Respondent submits the documentation, Respondent shall confirm via email to William Hanrahan at william.hanrahan@usdoj.gov and IER@usdoj.gov that Respondent submitted such documentation and provide a copy of it.
- (8) In accordance with 8 U.S.C. § 1324b:
 - (a) Respondent shall not discriminate on the basis of citizenship status (which includes immigration status) or national origin in hiring, recruitment, or discharge, in violation of 8 U.S.C. § 1324b.
 - (b) Respondent shall not discriminate on the basis of citizenship status or national origin during the employment eligibility verification and reverification processes (collectively "EEV processes"). Respondent shall: honor documentation that, on its face, reasonably appears to be genuine, relate to the person presenting it, and satisfies

the requirements of 8 U.S.C. § 1324a(b); not request or require more or different documents than are required by law, or request specific documents; and permit all employees to present any acceptable document(s), regardless of their citizenship status or national origin, including for reverification when reverification is required by law.

- (c) Respondent shall not intimidate, threaten, coerce, or retaliate against any person for the purpose of interfering with a right or privilege secured by 8 U.S.C. § 1324b or because of the person's participation in any IER investigation, intention to file a charge with IER, or exercise of any other right or privilege secured by 8 U.S.C. § 1324b, including, but not limited to, complaining formally or informally about or opposing conduct that the person believes violates 8 U.S.C. § 1324b.
- (9) Respondent shall refer all applicants and employees who complain, formally or informally, of citizenship status discrimination in Respondent's hiring, firing, recruiting, or EEV processes to IER's worker hotline (800-255-7688) and website (<http://www.justice.gov/ier>) and advise the affected individual of his or her right to file a charge of discrimination with IER if the worker believes Respondent may have discriminated in violation of the antidiscrimination provision of the Immigration and Nationality Act.
- (10) Respondent shall, within 15 days of the Effective Date, post an English version and Spanish version of the IER "If You Have The Right to Work" poster ("IER Poster") (available at <https://www.justice.gov/crt/worker-information#poster>) electronically on its website and intranet in all pages geared toward job seekers or new employees.
- (11) Respondent shall, within 60 days of the Effective Date, create or revise employment policies and training materials to reflect the requirements of paragraphs (8)-(9) above, and shall include information about automatic extensions of EADs and how they should be reviewed for employment eligibility verification, and email such documents to IER for review and approval. IER shall review the documents to determine whether they comply with this Agreement and 8 U.S.C. § 1324b. IER shall notify Respondent of any revisions, and, within 30 days thereafter, Respondent shall make the revisions IER provides. During the term of this Agreement, Respondent shall provide any subsequent revisions to such policies and training materials to IER for review and approval at least 30 days prior to their proposed effective date.
- (12) Within 90 days of the Effective Date, Respondent shall ensure that each of its employees who have any job responsibilities related to recruiting, hiring, or onboarding, including requesting documentation for completion of the Form I-9 ("Recruiting Personnel") attend a free internet-based IER Employer/HR Representative webinar (registration available at <https://www.justice.gov/crt/webinars#ier%20webinars>) or watch IER's On-demand Employer Training (available at <https://www.justice.gov/crt/video/employer-training-avoiding-unlawful-immigration-related-employment-discrimination>).
 - (a) Respondent shall pay each employee who attends the training his or her normal rate of pay for the time spent on the training and shall bear all costs associated therewith.
 - (b) Within 120 days of the Effective Date, Respondent shall compile and send via email to IER attendance records listing all individuals who attended the training, including each attendee's full name, job title, and signature certifying attendance at the training.

- (c) Each employee Respondent hires or transfers into a Recruiting Personnel position after the Effective Date of this Agreement but during the term of this Agreement who has not already participated in such training shall participate in a free IER Employer/HR Representative webinar or watch IER's On-demand Employer Training within 90 days of such hire or transfer, as the case may be.
- (13) 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 its compliance; inspecting Respondent's premises; interviewing Respondent's employees, officials, or other persons; and reviewing copies of Respondent's records. Respondent shall comply with any such inquiries.
- (14) Nothing in this Agreement limits IER's right to inspect Respondent's Forms I-9 within three business days pursuant to 8 C.F.R. § 274a.2. Respondent shall provide copies of its Forms I-9 and supporting documentation and, if available or exportable, its Form I-9 data in spreadsheet format via email within 15 days of IER's request.
- (15) 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 before initiating a new discrimination investigation or seeking to judicially enforce the Agreement. Respondent shall have 30 days from the date IER notifies it of a purported violation to cure the violation to IER's satisfaction.
- (16) This Agreement does not affect the right of any individual to file a charge alleging an unfair immigration-related employment practice against Respondent, IER's authority to investigate such a charge, or IER's authority to conduct an independent investigation of Respondent's employment practices occurring after or outside of the scope of this Agreement.
- (17) This Agreement resolves any and all differences under 8 U.S.C. § 1324b between the Parties relating to the Investigation.

III. Other Terms

- (18) For the purposes of an action to enforce this Agreement, the Parties agree that the obligations set forth in each and every provision of Part II of this Agreement above are material.
- (19) Where any date by which a party is required to perform any obligation under this Agreement falls on a day the federal government is closed, the deadline is extended to the next day the federal government is open.
- (20) The United States District Court for the Northern District of Illinois 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.

- (21) Nothing in this Agreement constitutes a waiver of sovereign immunity or any other defense the United States might have against a claim for enforcement or counterclaims asserted against it.
- (22) If a court declares any provision of this Agreement to be illegal or invalid, the validity of the remaining provisions shall not be affected. The Parties agree that they will not, individually or with or through another, seek to have any court declare or determine that any provision of this Agreement is invalid. For purposes of interpreting this agreement, both Parties shall be deemed to have drafted it.
- (23) The Parties 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 obligations imposed by this Agreement.
- (24) The Parties agree to bear their own costs, attorneys' fees, and other expenses incurred in the Investigation.
- (25) This Agreement sets forth the entire agreement between the Parties concerning resolution of this Investigation and fully supersedes any and all prior agreements or understandings between the Parties pertaining to the subject matter herein.
- (26) The Parties may execute this Agreement in multiple counterparts, each of which together shall be considered an original, but all of which shall constitute one agreement. The Parties shall be bound by electronic or scanned signatures.

SP Plus Corporation:

By:  _____
Brett Harvey
Vice President, Employee/Labor Relations

Date: September 4, 2024

Immigrant and Employee Rights Section:

By:  _____

Date: 9-12-2024

Alberto J. Ruisanchez
Deputy Special Counsel

Julia Heming Segal
Special Litigation Counsel

William J. Hanrahan
Trial Attorney