

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE is made and entered into by and among Morton's of Chicago/Portland, Inc., 213 S.W. Clay Street, Portland, OR 97201 ("Respondent"), Kristen West ("Charging Party"), Edelsa Fajardo-Bacallao ("Injured Party") 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 September 21, 2009, the Office of Special Counsel received a charge filed by the Charging Party on behalf of the Injured Party against Respondent alleging citizenship status discrimination and document abuse in violation of the unfair immigration-related employment practices provisions of 8 U.S.C. § 1324b;

WHEREAS, on February 1, 2010, Respondent and the Injured Party entered into a settlement agreement and release to resolve the September 21, 2009 charge of discrimination filed by Charging Party on the Injured Party's behalf;

WHEREAS, the Office of Special Counsel, the Charging Party and Respondent desire to settle fully and finally all claims arising from or in any way related to the aforementioned charge;

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, it is agreed as follows:

1. To fully and finally resolve all disputes among the parties hereto as of the date of this Agreement, Respondent agrees to pay to the United States Treasury a civil penalty in the amount of two thousand two hundred dollars (\$2,200.00).
2. Respondent, the Charging Party and the Injured Party reached an agreement where, among other things, the Respondent paid the Injured Party two thousand eight hundred and eighty dollars (\$2,880.00) in back pay.
3. Respondent agrees to pay Maximo Rives, a former employee of Respondent, five thousand seven hundred and fifteen dollars and sixty-two cents (\$5,715.62) which includes \$5,628.80 in back pay and \$86.82 in accumulated interest on back pay. The back pay portion of this monetary award will be subject to all applicable withholding, including income and Social Security taxes. The back pay period runs from March 22, 2009 to August 10, 2009.
4. The monies discussed in paragraph 1 shall be paid by check payable to the "United States Treasury," c/o Mac McConkey, and mailed by overnight delivery service, along with a copy of the fully signed settlement agreement, to the following address, within 30 days of Respondent's receipt of a fully signed copy of this Agreement:

Mac McConkey, Budget Officer
U.S. Department of Justice
Civil Rights Division
1425 New York Avenue, Room 5050
Washington, D.C. 20005

On the same day the check is mailed, an e-mail will be sent to Raheemah Abdulaleem at raheemah.abdulaleem@usdoj.gov providing her with the overnight delivery service tracking number for this mailing.

5. The monies discussed in paragraph 3 shall be paid by check payable to Maximo Rives and mailed to Mr. Rives within 5 days of execution of this agreement. On the same day a copy of such check shall be e-mailed to Raheemah Abdulaleem at raheemah.abdulaleem@usdoj.gov.
6. Respondent agrees that it will treat all individuals equally, without regard to citizenship or immigration status, or national origin, during the employment eligibility verification and reverification process, in: (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 employees to present any document or combination of documents acceptable by law, regardless of their citizenship status.
7. Respondent agrees that it will not discriminate or retaliate against the Injured Party, Maximo Rives or any other person for his or her participation in this matter.
8. Respondent agrees to post a copy of the attached Notice (in English and Spanish) provided by the United States Department of Justice (Attachment A) in all places at the Portland, Oregon location where notices to employees are normally posted and all places where job applicants receive information. The Notice will be posted within 30 days from the date that Respondent receives a fully signed copy of this Agreement and will remain posted for at least one year thereafter.
9. Morton's of Chicago, Inc. agrees to distribute a copy of the attached Handbook for Employers (Attachment B), and revised DHS Form I-9 (Attachment C), to all managers and employees in the United States who have any role in completing the DHS Form I-9, or who instruct employees or prospective employees on the proper completion of the form.
10. Within 60 days of receipt of a fully signed copy of this Agreement, Respondent will educate the personnel at its Portland, Oregon location concerning their responsibilities under 8 U.S.C. § 1324b. All employees at Respondent's Portland, Oregon location who are responsible for formulating and/or carrying out Respondent's employment eligibility verification policy, including all managers and employees who have any role in completing the Form I-9, and/or who instruct

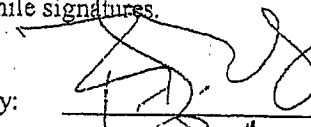
employees or prospective employees on the proper completion of the Form I-9, will view an educational videotape regarding 8 U.S.C. § 1324b to comply with this training requirement. The videotape will be provided by the Office of Special Counsel.

11. Respondent will circulate Attachment D to all persons attending educational sessions required by Paragraph 10. Persons viewing the videotape shall complete Attachment D as evidence of Respondent's compliance with this paragraph. The original of Attachment D, including signatures, will be mailed to the Office of Special Counsel by registered or certified mail, return receipt requested, within ten days of the date the videotape is viewed.
12. Respondent agrees that the Office of Special Counsel may review compliance with this Agreement for a period of one year from execution of 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. Such requests must be fully satisfied by Respondent within 10 business days of receipt of a written request from the Office of Special Counsel to Respondent's counsel.
13. The Charging Party agrees to withdraw with prejudice the charge filed against Respondent on September 21, 2009, with the Office of Special Counsel. The Charging Party's signature on this Agreement will constitute a request for such withdrawal. The Office of Special Counsel agrees to accept the withdrawal of this charge upon the satisfaction of paragraphs 1 through 4 of this Agreement, and will dismiss the charge in accordance therewith.
14. The Charging Party hereby waives, releases and covenants not to sue or commence any proceeding against Respondent with the Office of the Chief Administrative Hearing Officer, Executive Office for Immigration Review, U.S. Department of Justice, with respect to the charge she filed against Respondent on September 21, 2009, with the Office of Special Counsel.
15. This Agreement may be enforced in the United States District Court for the District of Oregon.
16. This Agreement, subject to paragraph 17 below, resolves any and all differences among the parties relating to the charge filed by the Charging Party through the date this Agreement is signed by all parties.
17. This Agreement does not affect the right of any individual (other than the Charging Party and Maximo Rives as set forth above in paragraphs 13 and 14) to file a charge alleging an unfair immigration-related employment practice against Respondent with the Office of Special Counsel or the right of the Office of Special Counsel to investigate or file a complaint on behalf of any such individual.

18. The Office of Special Counsel and Respondent agree, in the event the Charging Party does not sign this Agreement, to be bound by the terms of this Agreement, except for paragraph 2, and that the failure to obtain the Charging Party's signature does not affect the validity of this Agreement. If the Charging Party fails to sign this Agreement, the Office of Special Counsel agrees that it will nonetheless close the investigation of the Charging Party's charge in accordance with the terms of this Agreement.
19. 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, the Office of Special Counsel and the Charging Party 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 is invalid.
20. This Agreement is neither an admission by Respondent of any act in violation of 8 U.S.C. § 1324b nor an admission by the United States of the merits of any of Respondent's defenses.
21. The Office of Special Counsel, Respondent, and the Charging Party agree to bear their own costs, attorneys' fees and other expenses incurred in this action.


22. 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.

Dated: 6/17/2010

By: 

Kristen West
Morton's of Chicago, Inc.

Dated: 6/17/2010

Respondent
By: 

Edward M. B. [unclear]
Morton's of Chicago/Portland, Inc.

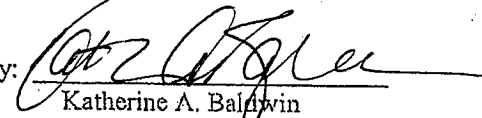
Charging Party

Dated: _____

By: _____
Kristen West


U.S. Department of Justice

Dated: 6.21.10

By: 


Katherine A. Baldwin
Deputy Special Counsel

Dated: 6/21/10

By: 

Elizabeth I. Hack
Special Litigation Counsel

Dated: 6/21/10

By: 

Raheemah Abdulaleem
Senior Trial Attorney
Civil Rights Division
Office of Special Counsel for
Immigration-Related Unfair
Employment Practices
950 Pennsylvania Avenue, NW
Washington, DC 20530

Attachment

22. 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.

Dated: _____

By: _____
Morton's of Chicago, Inc.

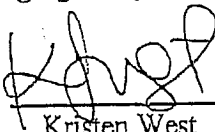
Dated: _____

Respondent

By: _____
Morton's of Chicago/Portland, Inc.

Charging Party

Dated: 6/16/10

By: 
Kristen West

U.S. Department of Justice

Dated: _____

By: _____
Katherine A. Baldwin
Deputy Special Counsel

Dated: _____

By: _____
Elizabeth I. Hack
Special Litigation Counsel

Dated: _____

By: _____
Raheemah Abdulaleem
Senior Trial Attorney
Civil Rights Division
Office of Special Counsel for
Immigration-Related Unfair
Employment Practices
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Washington, DC 20530