

ORIGINAL

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA

v.

WAL-MART STORES, INC.

Civil No. :
1 : CV - 05 - 0525
(Judge :
:
:
:

CONSENT DECREE AND ORDER

AND NOW, the Court finds as follows:

1. This action is brought by the United States of America, on behalf of its agency, Immigration and Customs Enforcement, seeking equitable relief pursuant to Title 8, United States Code, Section 1324a (f) (2), to enjoin, prevent, and deter the employment of unauthorized aliens by contractors employed by the defendant, **WAL-MART STORES, INC.**, its subsidiaries, divisions, and affiliates (hereinafter referred to as "**WAL-MART**").

2. Title 8, United States Code, Section 1324a prohibits persons and entities from knowingly hiring, recruiting, or continuing to employ aliens who are not legally authorized under federal law to work within the United States, See 8 United States Code, Section 1324a(a) (1)-(2); and

3. The defendant, **WAL-MART**, is a Delaware corporation headquartered in Bentonville, Arkansas, which operates more than 3,000 retail stores, 500 SAM'S Wholesale Clubs, 50 Neighborhood

Markets, and distribution centers throughout the United States and around the world, including stores within the Middle District of Pennsylvania, and directly employs world-wide approximately 1,600,000 associates.

4. In addition to its own employees, from 1998 through 2003, **WAL-MART**, acting through its store managers, used independent contractors to provide floor cleaning services to many of its stores in the Middle District of Pennsylvania and elsewhere.

5. At various times between 1998 and 2003, as many as 1,000 **WAL-MART** stores used independent contractors to provide cleaning services to the stores which **WAL-MART** operated in the Middle District of Pennsylvania and elsewhere. By October 2003, approximately 700 **WAL-MART** stores used independent contractors to provide these store cleaning services.

6. Beginning in 1998 and continuing through October 2003, enforcement actions undertaken by Special Agents of the Immigration and Naturalization Service and its successor agency, Immigration and Customs Enforcement, against floor cleaning contractors performing cleaning services at various **WAL-MART** stores in the Middle District of Pennsylvania and elsewhere documented that independent contractors used by **WAL-MART** to provide floor cleaning services were knowingly hiring,

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recruiting, and employing unauthorized aliens in violation of Title 8, United States Code, Section 1324a.

7. These enforcement actions culminated on October 23, 2003, when Immigration enforcement actions at approximately 61 **WAL-MART** stores in the Middle District of Pennsylvania and elsewhere apprehended approximately 245 unauthorized, undocumented aliens employed by independent cleaning service contractors at **WAL-MART** stores located in 21 states.

8. Following this enforcement action, **WAL-MART** notified the United States of its intention to take steps, including, but not limited to, a series of corrective actions to ensure that independent contractors working for **WAL-MART** comply with all aspects of federal laws governing the employment of illegal aliens.

9. Following a thorough investigation, the United States concluded that federal criminal proceedings against **WAL-MART**, its directors, officers, or employees would not be appropriate.

10. The United States and **WAL-MART** entered into a Stipulation in Compromise dated the 14th day of March, 2005, which is a global settlement resolving all criminal, civil, and administrative actions and is binding on all components of

the United States Department of Justice and the Department of Homeland Security.

11. In accordance with the Stipulation in Compromise executed by the parties, it is ordered as follows:

A. **WAL-MART**, acting either directly or through independent contractors used by **WAL-MART**, is permanently enjoined from knowingly hiring, recruiting, and continuing to employ aliens who are not legally authorized to work within the United States.

B. **WAL-MART** is directed to continue to cooperate with the United States in its investigation of alleged illegal employment practices by independent cleaning contractors previously used by **WAL-MART**. **WAL-MART** understands and agrees that complete and truthful cooperation is a material condition of this Agreement. Cooperation shall include providing all information known to **WAL-MART** regarding any criminal activity, involving employment of illegal aliens, including but not limited to the matters described in this Agreement. Cooperation will also include complying with all reasonable instructions from the United States, regarding interviews of **WAL-MART** personnel by investigators and attorneys at such reasonable times and places to be determined by counsel for the United States and to testifying fully and truthfully before any grand juries,

hearings, trials, or any other proceedings where this testimony is deemed by the United States to be relevant.

C. **WAL-MART** is directed to maintain its own established, on-going and pre-existing program of taking reasonable steps to ensure that associates employed by **WAL-MART** are authorized to work within the United States, while continuing to ensure Wal-Mart's compliance with pertinent anti-discrimination laws.

D. **WAL-MART** is directed to establish as part of its compliance programs a means to verify that independent contractors used by **WAL-MART** are also taking reasonable steps to comply with immigration laws in their employment practices and cooperate truthfully with any investigation of these matters. **WAL-MART** shall have eighteen months from the date of this Agreement and Decree to develop compliance guidelines for independent contractors.

E. **WAL-MART** is directed to provide all of its store managers and future store managers with training regarding their legal obligations to prevent the knowing hiring, recruitment, and continued employment of unauthorized aliens while complying with pertinent anti-discrimination laws. Such training will be provided to all **WAL-MART** store managers within eighteen months of

the filing of the Complaint and the entry of this Court Order pursuant to the terms of the Stipulation in Compromise.

F. **WAL-MART** is directed to make a payment of \$11,000,000 through the United States Attorney's Office to the Treasury Forfeiture Fund for the purpose of promoting future law enforcement programs and activities in this field by Immigration and Customs Enforcement.

G. That the Consent Decree and Order entered approving this Stipulation in Compromise is a global settlement binding all components of the United States Department of Justice and Department of Homeland Security, relating to the matters set forth in Paragraph G of the Stipulation in Compromise filed in this case.

H. That the Consent Decree and Order entered in this matter terminate on the fifth anniversary of the date the Order is entered by the United States Court for the Middle District of Pennsylvania.

I. This court retains jurisdiction to enforce this agreement, Consent Decree, and injunction.

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SO ORDERED this 15th day of March, 2005.

Walter Kawa

UNITED STATES DISTRICT JUDGE