

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”), the material terms of which are set forth in part II below, is made and entered into by and between Home & Body Company (“Respondent or Home & Body”), and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section (“IER”) (together, “the Parties”).

I. BACKGROUND

WHEREAS, IER notified Respondent by letter dated December 8, 2020, that it had initiated an investigation of Respondent under 8 U.S.C. § 1324b(d)(1), identified as DJ #197-12C-1690 (the “IER Investigation”), to determine whether Respondent engaged in any unfair employment practices prohibited under the anti-discrimination provision of the Immigration and Nationality Act, 8 U.S.C. § 1324b (“Act”);

WHEREAS, IER concluded based upon the IER Investigation that there is reasonable cause to believe that Respondent engaged in a pattern or practice of unfair documentary practices in violation of 8 U.S.C. § 1324b(a)(6). Specifically, IER determined that from at least September 23, 2019, to October 1, 2020, Respondent routinely required lawful permanent residents, but not U.S. citizens, to present specific documents (permanent resident cards) during the employment eligibility verification process because of their immigration status;

WHEREAS, Respondent contends that it cooperated fully with IER in the course of its investigation and its actions were lawful and denies it engaged in a pattern or practice of unfair documentary practices in violation of 8 U.S.C. § 1324(b)(a)(6), or any other applicable law, rule, or regulation, and makes no admission of wrongdoing; there have been no adjudicated findings of any unlawful actions, wrongdoing or non-compliance, and Respondent disputes and denies any such allegations;

WHEREAS, the Parties now wish to resolve the IER’s reasonable cause finding without further delay or expense, and hereby acknowledge that they are voluntarily entering into this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained below, and to fully and finally resolve IER’s reasonable cause finding as of the date of the latest signature below, the Parties agree as follows:

II. TERMS OF SETTLEMENT

1. This Agreement becomes effective as of the date of the latest signature on the dually-signed Agreement, which date is referenced herein as the “Effective Date.” The “term of this Agreement” shall be two years following the Effective Date.
2. Respondent shall pay a civil penalty to the United States Treasury in the amount of \$ 130,000.00.

Respondent shall pay these monies in three equal installments, the first of which is due 14 calendar days from the date of receipt of fund transfer instructions from IER, the second of which is due 140 calendar days from the Effective Date, and the third of which is due 180 calendar days from the Effective Date. Respondent shall, for each installment, send confirmation of the payment to Ramya.Sekaran2@usdoj.gov and Lisa.Sandoval@usdoj.gov (or any other individual(s) IER designates) on the day the funds are transferred. The email confirming payment shall have Respondent's name and the investigation number, DJ# 197-12C-1690, in the subject line.

3. Respondent shall give IER the name, title, business mailing address, email address, and telephone number of the individual responsible for effectuating payment of the civil penalties no later than five calendar days after the Effective Date. Respondent shall pay the monies discussed in paragraph 2 using the FedWire electronic fund transfer system.
4. In accordance with 8 U.S.C. § 1324b, Respondent shall not:
 - a. discriminate on the basis of citizenship, immigration status, or national origin in violation of 8 U.S.C. § 1324b.
 - b. discriminate in the employment eligibility verification and reverification process; Respondent shall (i) honor 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); (ii) not request specific documents or more or different documents than are required by law; and (iii) permit all employees to present any document or combination of documents acceptable by law both at initial hire and during any lawful reverification of continued employment authorization.
 - c. intimidate, threaten, coerce, or retaliate against any person for his or her participation in this matter or the exercise of any right or privilege secured by 8 U.S.C. § 1324b.
5. Respondent shall post an English and Spanish version of IER's "If You Have The Right to Work" poster ("IER Posters"), in color and measuring no smaller than 8.5" by 11", 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 Posters will be posted no later than 14 calendar days after the Effective Date, and the posters will remain posted for the term of this Agreement.
6. Within 60 calendar days of the Effective Date, Respondent shall review, and, if necessary, create or revise any existing employment policies, training materials, and guidance that relate to hiring and/or the employment eligibility verification ("EEV") process, to ensure they comply with the requirements of paragraph 6(a)-(f), and submit them to IER for review and approval, after which Respondent shall implement such policies, training materials, and guidance. IER's review and approval will focus on whether such documents comply with 8 U.S.C. § 1324b and this Agreement. Respondent will, as needed, revise or create such documents to ensure they:

- a. Comply with all applicable Form I-9 and E-Verify rules;
 - b. Prohibit requesting more or different documents than required by law to establish permission to work in the United States, requesting specific EEV documents, or rejecting valid EEV documents, because of an individual's citizenship, immigration status, or national origin, regardless of whether such actions occur in the hiring, onboarding, or EEV processes;
 - c. Include citizenship status and immigration status as prohibited bases of discrimination—unless required to comply with a law, regulation, executive order, government contract, or Attorney General directive pursuant to 8 U.S.C. § 1324b(a)—as well as national origin. Such prohibitions shall also be included in any Equal Employment Opportunity statements Home & Body provides in printed or electronic materials available to the public or employees;
 - d. Explain the reverification process, including the types of documents required for reverification (a document from either List A or List C), and prohibit unnecessary reverification of employees for Form I-9, including of lawful permanent residents who present permanent resident cards at initial hire, and refugees or asylees who do not include an expiration date in section 1 of Form I-9 and present documents that do not require reverification;
 - e. Refer applicants and employees who make a complaint of discrimination based on national origin, citizenship or immigration status in connection with hiring, firing, recruiting or referring for a fee, or Form I-9 employment eligibility verification and/or reverification promptly to IER by directing the affected individual to the IER Posters, IER's worker hotline (800-255-7688), and IER's website (www.justice.gov/ier), and advise the affected individual of his or her right to file a charge of discrimination with IER; and
 - f. Provide that Home & Body shall not intimidate or take any retaliatory action against any individual for opposing any employment practice made unlawful by 8 U.S.C. § 1324b or which the individual reasonably believes to be unlawful under 8 U.S.C. § 1324b, for filing a charge, or for participating in any investigation or action under 8 U.S.C. § 1324b.
7. Within 90 calendar days of the Effective Date, Home & Body shall ensure that all individuals, including any agents or contractors acting on Home & Body's behalf, who are responsible for formulating, providing training on, or implementing Respondent's hiring, firing, equal employment, or employment eligibility verification policies, and individuals with any role in the employment eligibility verification process, such as collecting, reviewing, or copying Form I-9 documents, completing Sections 2 or 3 of the Form I-9, or using the E-Verify program (hereinafter "Covered Personnel"), receive training on their obligations under 8 U.S.C. § 1324b, as follows:
- a. The training will consist of participating in an IER-provided free webinar

presentation, which will be provided on one or more mutually agreed upon dates;

- b. All employees will be paid their normal rate of pay, and the training will occur during their normally scheduled workdays and work hours. Home & Body shall be responsible for all payroll costs and employee wages associated with these training sessions;
 - c. During the term of the Agreement, all Covered Personnel who assume or resume their duties after the initial training period described in this paragraph has been conducted, shall participate in an online IER Employer/HR webinar within 60 calendar days of assuming or resuming their duties. Home & Body may request a waiver for all training requirements for outside contractors who have sufficient experience as determined by IER; and
 - d. Home & Body shall compile attendance records listing the individuals who attend the training(s) described in this paragraph, including their full name, job title, signature, and the date(s) of the training, and shall send the records via email to Ramya.Sekaran2@usdoj.gov and Lisa.Sandoval@usdoj.gov (or any other individual IER designates in writing) within 14 calendar days of each training session. The emails transmitting attendance records shall have Home & Body and the reference number DJ # 197-12C-1690 in the subject line.
8. During the term of this Agreement, Respondent shall ensure that all Covered Personnel review and have readily 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-9, and the most current USCIS E-Verify Manual (M-775) (“Manual”), available at www.uscis.gov/USCIS/Verification/E-Verify/E-Verify_Native_Documents/manual-employer_comp.pdf. Copies of these documents and future revisions of the Form I-9, Handbook, and Manual can be obtained from the United States Citizenship and Immigration Services at www.uscis.gov.
9. During the term of this Agreement, Respondent shall give a copy of the most current version of the Form I-9 Lists of Acceptable Documents (“Lists”) to individuals at the same time and in the same manner as Respondent gives them the Form I-9 to complete, and shall inform those individuals of their right to choose to present any documentation that is on the Lists or is otherwise acceptable for purposes of employment eligibility verification or reverification.
10. During the term of this Agreement, IER reserves the right to make reasonable inquiries of Home & Body to determine compliance with this Agreement. As part of such review, IER may require written reports concerning compliance, examine witnesses, and examine and copy Home & Body’s documents that IER reasonably determines are relevant to compliance.
11. Nothing in this Agreement limits IER’s right to inspect Home & Body’s Forms I-9 and

attachments within three business days pursuant to 8 C.F.R. § 274a.2(b)(2)(ii) and 28 C.F.R. § 44.302(b).

12. This Agreement does not affect the right of any individual to file an IER charge alleging an unfair immigration-related employment practice against Home & Body, IER's authority to investigate such charge or file a complaint on behalf of any such individual, or IER's authority to conduct an independent investigation of Home & Body's employment practices occurring after the Effective Date or outside the scope of the IER Investigation.
13. If IER has reason to believe that Home & Body has violated or is violating any provision of this Agreement, IER may exercise its discretion to notify Home & Body in writing of the purported violation rather than initiate a new investigation or seek immediate judicial enforcement of the Agreement. Home & Body will then be given 30 calendar days from the date IER notifies it in which to cure the violation(s) to IER's satisfaction before IER deems Home & Body to be in violation of this Agreement and proceeds to take enforcement actions.
14. This Agreement resolves any and all differences under 8 U.S.C. § 1324b between IER and Home & Body relating to or encompassed by the IER Investigation through the Effective Date. The provisions of paragraph 2 notwithstanding, IER shall not seek from Home & Body any additional civil penalty or payments for or relating to the alleged violations of 8 U.S.C. § 1324b, or any other allegations encompassed by or relating to the IER Investigation, designated as DJ # 197-12C-1690, through the Effective Date.

III. ADDITIONAL TERMS

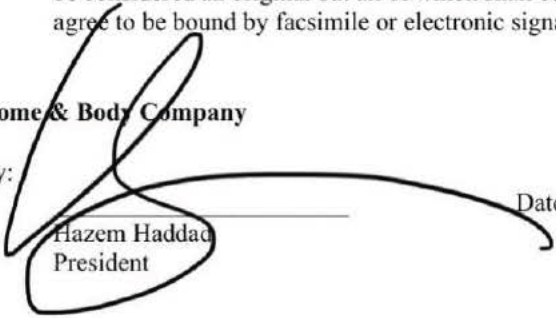
15. This Agreement sets forth the entire agreement between Home & Body and IER and fully supersedes any and all prior agreements or understandings between the Parties pertaining to the subject matter herein.
16. This Agreement is governed by the laws of the United States. This Agreement shall be deemed to have been drafted by both Home & Body and IER and shall not be construed against either of those Parties in the event of a subsequent dispute concerning the terms of the Agreement. The Parties agree that the paragraphs set forth in Part II of this Agreement are material terms of the Agreement, without waiver of either Party's right to argue that other terms in the Agreement are material.
17. If any deadline for an obligation to be performed under this Agreement falls on a weekend or a federal holiday, the deadline shall be extended to the next business day.
18. The Parties agree that, as of the Effective Date of this Agreement, litigation concerning the alleged violations of 8 U.S.C. § 1324b that are the subject of the IER Investigation is not reasonably foreseeable. To the extent that any party previously

implemented a litigation hold to preserve documents or electronically stored information, 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.

19. Neither Party will offer this Agreement as evidence of liability or lack thereof in a legal proceeding, and the Parties retain the right to use this Agreement in any legal proceeding or action to enforce the terms of this Agreement.
20. Should any court declare or determine that any provision(s) of this Agreement is/are illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected, and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement. The Parties shall not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement is invalid.
21. The Parties shall each bear their own costs, attorneys' fees, and other expenses incurred in this action.
22. The United States District Court for the Central District of California 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. This provision does not constitute a waiver of sovereign immunity or any other defense the United States might have against a claim for enforcement or counterclaims asserted against it.
23. 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 or electronic signatures.

Home & Body Company

By:


Hazem Haddad
President

Dated: **9/26/2023**

Immigrant and Employee Rights Section

By:


Alberto Ruisanchez
Deputy Special Counsel

Dated: 9-28-2023