

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into by and between Milestone Management, LLC ("Respondent") 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 November 2, 2012, the Office of Special Counsel received a charge filed by a Charging Party against Respondent, DJ# 197-73-449 (the "OSC Charge") citizenship status discrimination and unfair documentary practices in violation of the unfair immigration-related employment practices provisions of 8 U.S.C. § 1324b (the "Act").

WHEREAS, the Office of Special Counsel concluded based on its investigation that there is reasonable cause to believe that Respondent committed unfair documentary practices in violation of the Act against work-authorized, non-U.S. citizens during the period between November 9, 2010 and November 9, 2012.

WHEREAS, the Respondent cooperated with the Office of Special Counsel to address the allegations in the Charging Party's complaint, provided additional information OSC requested in order to investigate whether a pattern or practice of legal violations beyond the initial charge might exist, and took immediate steps to minimize the possibility of any potential future mistakes or possible legal violations with respect to those practices, including by undertaking corrective counseling and training of the employee primarily responsible for the attempted re-verification of Charging Party's permanent resident card;

WHEREAS, as part of its efforts to resolve the OSC Charge promptly and minimize losses to the Charging Party, as of November 26, 2012, Respondent reinstated the Charging Party to his position as a [REDACTED] at the [REDACTED] Apartments in Murray, Utah, with full back pay and benefits due to him, and the Charging Party informed the Office of Special Counsel on or about November 27, 2012, that he was satisfied with the reinstatement and back pay received;

WHEREAS, the Office of Special Counsel and Respondent wish to resolve the OSC Charge 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 all disputes among the parties hereto as of the date of this Agreement, it is agreed as follows:

1. Respondent agrees that, within ninety (90) days of the Parties' signatures to this Agreement (the "Effective Date"), it will ensure that every Milestone employee who participates in the employment authorization verification or re-verification processes in any matter, including signing Form I-9s on behalf of the company (collectively, "Human Resources Personnel"), shall receive training regarding the anti-discrimination provisions of the INA, the various work

authorization documents that are permissible and may be required to establish work authorization, and the various non-citizen statuses and documents that do not require re-verification after initial hire. Such training may be accomplished by attendance at an Employer/HR Webinar provided by the Office of Special Counsel, or by another qualified training provider mutually acceptable to the parties. To accomplish the purposes of this paragraph:

- (a) All employees will be paid for participation in the training, including overtime as applicable. Respondent is expected to conduct the training during normal business/working hours, if feasible. If not feasible, Respondent shall not schedule training to create an undue burden on any employee's ability to attend or participate in the training. Respondent shall bear all costs associated with these training sessions unless the training consists of viewing a remote webinar presentation provided by the Office of Special Counsel.
- (b) For a period of two years from the effective date of this Agreement, all new Human Resources Personnel hired by Respondent after the training described in this paragraph has been conducted shall attend a regularly scheduled Office of Special Counsel Employer/HR webinar providing this training within sixty (60) days of their hire.
- (c) Respondent will compile attendance records listing the individuals who comply with the training as described in this paragraph, including their full names, titles, signatures, and the date of the training, and send them via email to Milestoneosc@usdoj.gov within ten (10) days of the training session.

2. Respondent has agreed to remove references to required "proof of citizenship status" from Section 1 of its online application forms to avoid misunderstanding about the nature of that requirement. Within thirty (30) days of the Effective Date of this Agreement, Respondent will further review all of its employment applications, policies and procedures as they relate to employment eligibility verification, and nondiscrimination on the basis of citizenship status or national origin. Respondent shall, if and as may be necessary, revise such policies to:

- (a) Prohibit (1) requesting particular employment eligibility verification documents from any individual to complete or assist in completion of the Form I-9 prior to making an offer of employment, or prior to or during any initial training period; (2) any difference in treatment of individuals, solely on the basis of citizenship status (including naturalized citizenship status) or national origin, during the Form I-9 employment eligibility verification and re-verification process.
- (b) Refer applicants and employees who complain, formally or informally, of improper documentation requests, or discrimination in the hiring, firing, or Form I-9 employment eligibility verification and re-verification processes,

immediately to the Office of Special Counsel by directing the affected individual to the OSC Poster and the Office of Special Counsel's worker hotline and website, and advise the affected individual of his or her right to file a charge of discrimination with the Office of Special Counsel.

- (c) Provide that Respondent shall not take any reprisal action against an employee for having opposed any employment practice made unlawful by 8 U.S.C. § 1324b, or for filing any charge, or participating in any lawful manner in any investigation or action under 8 U.S.C. § 1324b.

During the Monitoring Period set forth in paragraph 14 below, Respondent shall provide any changes in employment policies as they relate to the employment eligibility verification process to the Office of Special Counsel for review at least thirty (30) days prior to the effective date of such revised policies.

3. As of the Effective Date of this Agreement, the Parties are not aware of any other particular past or current employees, aside from Charging Party, who suffered a loss of pay or benefits due to an improper request for initial employment authorization documents, or its attempted re-verification of an employment authorization document that does not or has not expired. Nevertheless, Respondent agrees that, within thirty (30) calendar days of the Effective Date of this Agreement, it shall send the notification attached as Exhibit (A) to this agreement to all non-citizen employees it has employed between November 9, 2010 and November 21, 2012, by certified mail to their last known mailing addresses and also, if known, their e-mail addresses.

4. Within seven (7) days of Respondent's receipt of any responses to the notification issued pursuant to paragraph 6, Respondent will provide a copy of the response (if written), the name, and the contact information for the responding individual to the Office of Special Counsel for its determination of whether the individual is entitled to reinstatement to employment with Milestone and/or back pay. Within fourteen (14) days of the Office of Special Counsel's receipt of any such information from Respondent, the Office of Special Counsel will provide Milestone, in writing, an opinion regarding whether the individual may be entitled to any relief. Milestone will respond to any such opinion received from the Office of Special Counsel within fourteen (14) days, either agreeing to provide relief to the individual or stating the reasons for its objections to doing so. If the parties cannot agree upon a resolution of the matter after good faith efforts to confer, they may use the dispute resolution procedures in paragraphs 14 and 18.

5 Respondent agrees to pay a civil penalty to the United States Treasury in the amount of \$ 20,000.

6. The monies discussed in paragraph 5 shall be paid via the FedWire electronic fund transfer system within ten (10) business days of Respondent's receipt of a copy of this Agreement signed by the United States and fund transfer instructions.

7. Respondent shall ensure that its employment eligibility verification and re-verification processes conform to the requirements of 8 U.S.C. § 1324b, for both citizens and non-citizens, by (i) 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), (ii) not requesting more or different documents than are required by law for purposes of completing the Form I-9.

8. Respondent will not engage in any unlawful intimidation, threats, coercion or retaliation against the Charging Party or any other person for his or her participation in this matter or the exercise of any right or privilege secured by 8 U.S.C. § 1324b.

9. Respondent agrees to 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 18" x 24", an image of which is available at <http://www.justice.gov/crt/about/osc/htm/worker.php#>, in all places where notices to employees and job applicants are normally posted, including in the corporate, regional and local offices. The Notice will be posted within fourteen (14) days from the effective date of this Agreement and will remain posted for at least two (2) years thereafter.

10. Beginning not more than fourteen (14) days from the date that Respondent receives a fully signed copy of this Agreement, Respondent will provide a letter-size copy of the OSC Poster in English and the applicant's preferred language, if the preferred language is known and the OSC Poster is available in that language, with all paper employment applications, and a mandatory electronic link to the English and Spanish versions of the OSC Poster with all electronic applications, and Respondent will continue to do so for at least one (1) year thereafter.

11. For two (2) years from the Effective Date of this Agreement (the "Monitoring Period"), Respondent agrees to ensure that all individuals who are responsible for formulating, carrying out, and/or conducting training on, Respondent's hiring, firing, equal employment, and employment eligibility verification policies, including all managers and employees who have any role verifying employment eligibility such as completing the Form I-9 and/or using the E-verify system ("Human Resources Personnel"), are in possession of 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-9Central, 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.

12. During the Monitoring Period, the Office of Special Counsel reserves the right to make reasonable inquiries to Respondent necessary to determine Respondent's compliance with 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.

13. Every six (6) months during the Monitoring Period, Respondent shall provide the Office of Special Counsel with copies of the completed Forms I-9, including attachments, for all non-citizen employees Respondent hires to work at Milestone in that six-month period. Respondent shall provide the documents in electronic form unless requested otherwise to Jodi.Danis@usdoj.gov.

14. If the Office of Special Counsel has reason to believe that Respondent is in violation of any provision of this Agreement, the Office of Special Counsel shall promptly notify Respondent of the purported violation. Respondent will then be given a thirty (30) day period from the date it is notified by the Office of Special Counsel in which to cure the violation before Respondent is deemed by the Office of Special Counsel to be in violation of this Agreement.

15. Notwithstanding paragraph 19, this Agreement does not affect the right of any individual to file a charge alleging an unfair immigration related employment practice against Respondent with the Office of Special Counsel, the authority of the Office of Special Counsel to investigate 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 Respondent's employment practices.

16. This Agreement resolves any and all differences between the Parties relating to the OSC Charge, and the pattern or practice investigation OSC initiated in connection with the Charge, through the Effective Date of this Agreement.

17. The Office of Special Counsel agrees that it will close the investigation of the Charging Party's charge and dismiss the charge in accordance with the terms of this Agreement, promptly after Respondent complies with paragraphs 5 and 6. Respondent shall comply with the other paragraphs of this Agreement as applicable.

18. This Agreement may be enforced in a court of competent jurisdiction by the signatories to the Agreement.

19. The Office of Special Counsel and Respondent agree that, as of the effective date of this Agreement, litigation concerning the alleged violations of 8 U.S.C. § 1324b arising out of or related to the OSC charge is not reasonably foreseeable. To the extent that either 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 other obligations imposed by this Agreement.

20. 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 invalid.

21. The Office of Special Counsel and Respondent 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.

Milestone Management, LLC

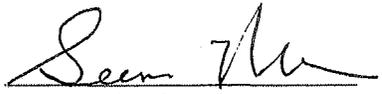
By:


Steve Lambert
Chief Operating Officer

Dated: 3/29/13

Office of Special Counsel for Immigration-Related Unfair Employment Practices

By:


Seema Nanda
Deputy Special Counsel

Dated: 4/9/2013

C. Sebastian Aloit
Special Litigation Counsel

Jodi Danis
Acting Special Litigation Counsel