

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”) is made and entered into by and among Freedom Home Care, Inc. (“Respondent”), [REDACTED] (“Charging Party”), and the United States Department of Justice, Civil Rights Division, Office of Special Counsel for Immigration-Related Unfair Employment Practices (“OSC”) (together, “the parties”).

WHEREAS, on July 8, 2015, OSC received a charge filed by the Charging Party against Respondent, DJ#s [REDACTED] (the “OSC Charge”), alleging unfair documentary practices in violation of the unfair immigration-related employment practices provisions of 8 U.S.C. § 1324b (the “Act”).

WHEREAS, OSC concluded based upon its investigation of the OSC Charge (the “OSC Investigation”) that there is reasonable cause to believe that Respondent committed unfair documentary practices against the Charging Party, a Lawful Permanent Resident, on or about June 9, 2015, in violation of the Act. Specifically, OSC found that Respondent improperly rejected documents establishing the Charging Party’s employment eligibility that it routinely accepted from U.S. citizens.

WHEREAS, the Charging Party filed a complaint against Respondent with the Office of the Chief Administrative Hearing Officer (OCAHO), Case No. [REDACTED], on November 30, 2015, alleging citizenship status discrimination and unfair documentary practices (“OCAHO Complaint”).

WHEREAS, OSC, the Charging Party, and Respondent wish to resolve the OSC Charge and OCAHO Complaint without further delay or expense and hereby acknowledge that they are voluntarily entering into this Agreement, with Respondent not admitting the allegations in the OSC Charge or OCAHO Complaint.

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained and to fully and finally resolve the OSC Charge as of the date of this Agreement, it is agreed as follows:

1. Respondent shall pay civil penalties to the United States Treasury in the amount of four hundred dollars (\$400.00).
2. Respondent shall pay the monies discussed in paragraph 1 via the FedWire electronic fund transfer system within ten (10) business days of receiving fund transfer instructions from OSC. On the day of payment, Respondent shall confirm via e-mail to Joann Sazama at joann.sazama@usdoj.gov that payment was made.
3. Respondent shall pay the Charging Party back pay in the amount of eight hundred and thirty-two dollars (\$832.00) within ten (10) business days from the effective date of this Agreement. Respondent may withhold applicable taxes based on the rates of the current year and shall provide the Charging Party with any applicable income tax reporting form.

Respondent is separately responsible for paying any employer-side taxes or social security contributions or other payments due under applicable federal or state law based on the back pay payment. On the same day Respondent makes this payment, Respondent shall provide proof of payment to Joann Sazama at joann.sazama@usdoj.gov.

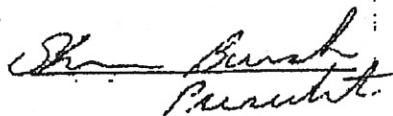
4. Respondent shall not discriminate on the basis of citizenship, immigration status, or national origin in violation of 8 U.S.C. § 1324b during the hiring, recruitment, employment eligibility verification, and firing processes. Respondent shall not intimidate, threaten, coerce, or retaliate against the Charging Party or any other individual for his or her participating in this matter or for the exercise of any right or privilege secured by 8 U.S.C. § 1324b.
5. Respondent shall not disclose to any employer or prospective employer of the Charging Party any information or documentation related to the Charging Party's charge filed with OSC.
6. Respondent shall post an English and Spanish version of the OSC "If You Have The Right to Work" poster ("OSC Poster"), in color and measuring no smaller than 8.5" x 11", 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. The OSC Poster will be posted within fourteen (14) days from the effective date of this Agreement and will remain posted for one year thereafter.
7. Within ninety (90) days from the effective date of this Agreement, Respondent's human resources and managerial personnel who are involved in hiring, recruitment, employment eligibility verification, and firing shall join OSC's e-mail distribution list, available at <https://public.govdelivery.com/accounts/USDOJ/subscriber/new>, and attend a training regarding their obligation to comply with 8 U.S.C. § 1324b, as provided by OSC.
 - a. The training will consist of viewing a remote webinar presentation. Participants shall register for the webinar presentation at <http://www.justice.gov/crt/about/osc/webinars.php>.
 - b. The employees specified in this paragraph will be paid their normal rate of pay during the training, and the training will occur during their normally scheduled workdays and work hours. Respondent shall bear all costs associated with these training sessions.
 - c. For a period of one year from the effective date of this Agreement, Respondent's human resources and managerial employees who are hired after the initial training described in this paragraph has been conducted shall attend an OSC Employer/HR webinar within sixty (60) days of hire.

- d. Respondent shall notify OSC at joann.sazama@usdoj.gov within five (5) days after having an employee attend a webinar presentation required under this paragraph. The notice will include the names of Respondent's employees who attended the webinar training, their titles, and the date of the training.
 - e. Within ninety (90) days of the effective date of this Agreement, the employees specified in this paragraph shall review the most current version of the USCIS Employment Eligibility Verification Handbook for Employers (M-274) ("Handbook"), available at www.uscis.gov/I-9Central, and the most current version of the USCIS E-Verify Manual (M-775) ("Manual"), available at www.uscis.gov/USCIS/Verification/E-Verify/E-Verify_Native_Documents/manual-employer_comp.pdf.
- 8. For the duration of this Agreement, OSC reserves the right to make reasonable inquiries necessary to determine Respondent's compliance with this Agreement, and Respondent shall timely respond to such inquiries. As part of such review, OSC may require written reports concerning compliance, inspect Respondent's premises, examine witnesses, and examine and copy Respondent's applicable documents.
 - 9. This Agreement resolves any and all differences between the parties relating to the OSC Charge through the date this Agreement is signed by all parties. The provisions of paragraph 1 notwithstanding, the Office of Special Counsel shall not seek from Respondent any additional civil penalty for any pattern or practice of unfair documentary practices or discrimination in violation of 8 U.S.C. § 1342b that was the subject of the OSC Investigation through the date this Agreement is signed by all parties.
 - 10. Within ten (10) days of receipt of the monies identified in paragraph 3, the Charging Party shall file a motion to withdraw the OCAHO Complaint and voluntarily dismiss the case with prejudice in light of this Agreement.
 - 11. This Agreement may be enforced in any United States District Court in the State of Illinois.
 - 12. 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. The parties 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.
 - 13. The parties agree to bear their own costs, attorneys' fees and other expenses incurred in the investigation of the OSC Charge.

14. This Agreement sets forth the entire agreement among the parties and fully supersedes any and all prior agreements or understandings pertaining to the subject matter herein.
15. The effective date of this Agreement shall be the date that the last party signing this Agreement transmits a copy of the signature page to the other parties.
16. This Agreement shall remain in effect for one year from the effective date.

Freedom Home Care, Inc.

By:



Dated:

1/6/16

Charging Party

By:




Dated:

1/14/16

Office of Special Counsel for Immigration-Related Unfair Employment Practices

By:


Alberto Ruisanchez
Deputy Special Counsel

Dated:

1/19/2016

C. Sebastian Albot
Special Litigation Counsel

Joann Sazama
Equal Opportunity Specialist