

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into by and between Rancho Bernardo Health Care, LLC, d/b/a Villa Rancho Bernardo Care Center ("Respondent") 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 October 29, 2015, OSC notified Respondent in writing that it was opening an independent investigation of Respondent pursuant to 8 U.S.C. § 1324b(d)(1), with respect to possible unfair documentary practices in violation of 8 U.S.C. § 1324b (the "Act"), DJ#s 197-12-245 (the "Investigation").

WHEREAS, OSC concluded based upon the Investigation that there is reasonable cause to believe that Respondent engaged in a pattern or practice of unfair documentary practices against lawful permanent residents on the basis of their citizenship status. Specifically, OSC found that Respondent required Lawful Permanent Residents to present their Permanent Resident Cards during the employment eligibility verification process because of their citizenship status.

WHEREAS, OSC and Respondent wish to resolve the Investigation without further delay or expense and hereby acknowledge that they are voluntarily entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained and to fully and finally resolve the Investigation 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 twenty four thousand dollars (\$24,000.00).
2. Respondent shall pay the monies discussed in paragraph 1 via the FedWire electronic fund transfer system as six (6) separate payments of \$4,000 each, beginning on June 1, 2016 and on the first day of each month thereafter until November 1, 2016. On each day of payment, Respondent shall confirm via e-mail to Joann Sazama at [joann.sazama@usdoj.gov](mailto:joann.sazama@usdoj.gov) that payment was made.
3. 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 any 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.
4. 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/html/worker.php#>, in all places where notices to employees and job applicants are normally posted, and on its website where applicants

apply for jobs. The OSC Poster will be posted within fourteen (14) days from the effective date of this Agreement and will remain posted for a minimum of one year thereafter.

5. Within ninety (90) days from the effective date of this Agreement, Respondent's personnel who are involved in receiving and reviewing job applications, conducting job interviews, and completing the Form I-9 or E-Verify ("Respondent's Personnel") shall:
  - a. Join OSC's e-mail distribution list, available at <https://public.govdelivery.com/accounts/USDOJ/subscriber/new>;
  - b. Attend an OSC-sponsored training regarding their obligation to comply with 8 U.S.C. § 1324b. 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>:
    - i. 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.
    - ii. Respondent's Personnel who are hired after the initial training described in this paragraph, and up to one year after the effective date of this Agreement, shall attend an OSC Employer/HR webinar within sixty (60) days of hire.
    - iii. Respondent shall notify OSC at [joann.sazama@usdoj.gov](mailto: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 Personnel who attended the webinar training, their titles, and the date of the training.
  - c. Review the most current version of the USCIS Employment Eligibility Verification Handbook for Employers (M-274) ("Handbook"), available at [www.uscis.gov/I-9Central](http://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](http://www.uscis.gov/USCIS/Verification/E-Verify/E-Verify%20Native%20Documents/manual-employer_comp.pdf).
6. For the one-year 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.

7. If OSC has reason to believe that Respondent is in violation of any provision of this Agreement, OSC 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 OSC in which to cure the violation to OSC's satisfaction before Respondent is deemed by OSC to be in violation of this Agreement.
8. 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 OSC, the authority of OSC to investigate or file a complaint on behalf of any such individual, or the authority of the Office of Special to conduct an independent investigation of Respondent's employment practices.
9. This Agreement resolves any and all differences between the parties relating to the Investigation through the date this Agreement is signed by all parties.
10. OSC shall not seek from Respondent any additional civil penalty for the acts, policies and/or practices that are subject of the OSC Investigation through the date this Agreement is signed by all parties.
11. This Agreement may be enforced in any United States District Court in the State of California.
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. Respondent and OSC 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. Respondent and OSC agree to bear their own costs, attorneys' fees and other expenses incurred in the Investigation.
14. This Agreement sets forth the entire agreement between the Respondent and OSC and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter herein.
15. The Respondent and OSC agree that, as of the effective date of this Agreement, litigation concerning the violations of 8 U.S.C. § 1324b that OSC has reasonable cause to believe that Respondent committed 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.

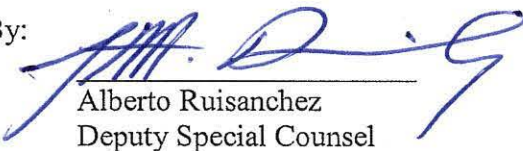
16. This Agreement may be executed in multiple counterparts, each of which together shall be considered an original but all of which shall constitute one agreement. The parties agree to be bound by facsimile signatures.
17. The effective date of this Agreement shall be the date that the second party signing this Agreement transmits a copy of the signature page to the first party who signed the Agreement.

**Villa Rancho Bernardo Care Center**

By: 

Dated: 5/26/16

**Office of Special Counsel for Immigration-Related Unfair Employment Practices**

By:   
Alberto Ruisanchez  
Deputy Special Counsel

Dated: 5-31-16

C. Sebastian Aloom  
Special Litigation Counsel

Jennifer Deines  
Trial Attorney

Joann Sazama  
Equal Opportunity Specialist