

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into by and between Stanislaus County, California ("Respondent") and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section ("IER") (collectively "Parties").

I. BACKGROUND

WHEREAS, on October 5, 2017, IER accepted as complete a charge by [REDACTED] ("Charging Party") against Respondent, DJ no. 197-11E-369 ("Charge"), alleging citizenship status discrimination in violation of 8 U.S.C. § 1324b.

WHEREAS, California Government Code section 1031 mandates that all public employees who are lawful permanent residents and are peace officers shall be eligible for and have applied for naturalization;

WHEREAS, after investigation of the Charge ("Investigation"), IER determined that there is reasonable cause to believe that from at least July 1, 2015 to at least March 14, 2018, Respondent's job advertisements and screening questionnaires contained discriminatory citizenship requirements that were not required by any law, regulation, executive order, government contract, or Attorney General determination, in violation of 8 U.S.C. § 1324b(a)(1);

WHEREAS, IER further determined that there is reasonable cause to believe that, on or around June 13, 2017, after Charging Party filed his application for naturalization, Respondent delayed in reinstating Charging Party as a deputy sheriff based on his citizenship status, in violation of 8 U.S.C. § 1324b(a)(1), although Respondent subsequently reinstated Charging Party and provided him back pay for lost wages; and

WHEREAS, the Parties 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 below mutual promises and to fully and finally resolve the Investigation, as of the date of this Agreement, the Parties agree as follows:

II. TERMS OF AGREEMENT

1. This Agreement shall become effective as of the date the last party signs the Agreement ("Effective Date"). The term of this Agreement is twenty-four (24) months following the Effective Date.
2. Respondent shall pay a civil penalty to the United States Treasury in the amount of Seven Thousand Dollars (\$7,000.00) via the FedWire electronic fund transfer system within ten (10) business days of the Effective Date or receipt of fund transfer instructions from IER, whichever is later. On the day of payment, Respondent shall confirm payment via email to William Hanrahan at william.hanrahan@usdoj.gov. The email confirming payment shall have Respondent's name and the DJ number (197-11E-369) in the subject line.
3. Respondent shall provide IER with the name, title, email address, and phone number of

the individual responsible for effectuating payment of the civil penalty no later than five (5) business days from the Effective Date.

4. Respondent shall not discriminate on the basis of citizenship status (which includes immigration status) or national origin in its hiring, recruitment, or discharge processes in violation of 8 U.S.C. § 1324b(a)(1).
5. Respondent shall not intimidate, threaten, coerce, or retaliate against any person because of his or her participation in any IER investigation or exercise of any right or privilege secured by 8 U.S.C. § 1324b.
6. Unless otherwise required in order to comply with a law, regulation, executive order, government contract, or Attorney General determination, Respondent shall not:
 - a. Discharge or refuse to hire (including refusal to reinstate) an individual on the basis of citizenship status;
 - b. Post or publish any job qualification criteria restricting jobs based on citizenship status; or
 - c. Require or request that any applicant answer a question about his or her citizenship status before he or she receives and accepts an offer of employment from Respondent.
7. Respondent shall remove, and shall not make in the future, any reference to the Investigation, this Agreement, or the Charge in:
 - a. The Charging Party's personnel file; or
 - b. Any other employment records, except as required to comply with this Agreement or applicable state or federal law.
8. Respondent shall not disclose to any other employer or prospective employer of the Charging Party any information or documentation related to the Charge, the Investigation, or this Agreement, except to the extent required to comply with an applicable state or federal law.
9. Respondent shall, within ten (10) days of the Effective Date, post an English version and Spanish version of the IER "If You Have The Right to Work" poster ("IER Poster") in color measuring no smaller than 8.5" x 11" (available at <https://www.justice.gov/crt/worker-information#poster>) in all places where Respondent normally posts notices to employees and job applicants and shall keep them posted for at least the term of this Agreement.
10. Within sixty (60) days of the Effective Date, Respondent shall review all of its existing employment policies and revise them to prohibit discrimination in the recruitment, hiring, and termination processes on the basis of citizenship status or national origin, except where the discrimination is required by a law, regulation, executive order, government contract, or Attorney General determination.

11. Within sixty (60) days of the Effective Date, Respondent shall review all of its existing forms (including employment applications and questionnaires) and advertisements that relate to citizenship status requirements, revise them to the extent necessary to ensure they do not unlawfully discriminate on the basis of citizenship status or national origin, and provide all such revisions to IER. Within forty-five (45) days thereafter, IER may approve or provide edits regarding such applications, questionnaires, and advertisements. Respondent shall incorporate any such edits from IER to develop and implement final applications, questionnaires, and advertisements within thirty (30) days after IER provides such edits.
12. The revisions required under the above paragraph shall, at a minimum, include:
 - a. Removing from all job advertisements, applications, and questionnaires any citizenship status requirement that is not required by a statute, regulation, executive order, government contract, or order of the Attorney General;
 - b. Modifying in job advertisements, applications, and questionnaires any citizenship status requirement for training or internship positions, so that the date by which the applicant must meet such requirement is no earlier than the projected start date in the position that imposes the citizenship status requirement (and not by the projected start date for the training or internship program).
13. Within one hundred twenty (120) days of the Effective Date, each Respondent employee within the Chief Executive Office Human Resources Division, Sheriff's Department, Probation Department, District Attorney's office, and Community Services Agency with job duties that involve recruiting, drafting or approving job advertisements, screening applications, background investigations, onboarding, hiring, employment eligibility verification, or termination of peace officers subject to California Government Code section 1031 or participants in peace officer intern or training programs shall participate in training on 8 U.S.C. § 1324b:
 - a. At IER's discretion, the training will consist of viewing or participating in: (1) a free in-person IER presentation at a time and location mutually agreed upon by the Parties, (2) a free internet-based IER Employer/HR Representative webinar, or (3) a free customized internet-based IER Respondent-specific webinar;
 - b. Each employee hired or transferred by Respondent into a position with one or more of the job duties listed above after the Effective Date of this Agreement but during the term of this Agreement who has not already participated in such training shall participate in a free IER Employer/HR Representative webinar within ninety (90) days of the date of his or her hire or transfer;
 - c. Respondent shall pay each employee who attends the training his or her normal rate of pay for the time spent at the training and shall bear all costs associated with the training; and
 - d. Within one hundred and twenty (120) days of the Effective Date, Respondent shall

compile and send via email to William Hanrahan at william.hanrahan@usdoj.gov and Craig Fansler at craig.fansler@usdoj.gov all attendance records listing all employees with one or more of the job duties listed above, including each employee's full name, job title, and date of training (if any).

14. During the term of this Agreement, IER reserves the right to make such reasonable inquiries as it, in its discretion, believes necessary or appropriate to assess Respondent's compliance with this Agreement, including, but not limited to, requiring written reports from Respondent concerning its compliance; inspecting Respondent's premises; interviewing Respondent's employees, officials, or other persons; and reviewing copies of Respondent's records.
15. Nothing in this Agreement limits IER's right to inspect Respondent's Forms I-9 within three business days pursuant to 8 C.F.R. § 274a.2. Upon IER's request, Respondent shall provide copies of its Forms I-9 and supporting documentation and, if available or exportable, its Form I-9 data in spreadsheet format via email within twenty-one (21) days of IER's request.
16. If IER has reason to believe that Respondent is in violation of any provision of this Agreement, IER may, in its sole discretion, notify Respondent of the purported violation before initiating a new discrimination investigation or seeking to judicially enforce the Agreement. Respondent shall have thirty (30) days from the date IER notifies it of a purported violation to cure the violation to IER's satisfaction.
17. This Agreement does not affect the right of any individual to file a charge alleging an unfair immigration-related employment practice against Respondent, IER's authority to investigate such charge, or IER's authority to conduct an independent investigation of Respondent's employment practices.
18. This Agreement resolves any and all differences under 8 U.S.C. § 1324b between the Parties relating to the Investigation through the Effective Date.
19. The United States District Court for the Eastern 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.
20. For the purposes of an action to enforce this agreement, the parties agree that the obligations set forth in each and every provision of Part II of this Agreement are material.

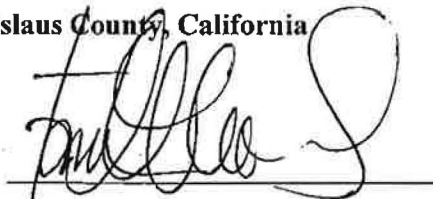
III. ADDITIONAL TERMS OF SETTLEMENT

21. If a court declares any provision of this Agreement to be illegal or invalid, the validity of the remaining provisions shall not be affected. The Parties agree that they will not, individually or with or through another, seek to have any court declare or determine that any provision of this Agreement is invalid. For purposes of interpreting this agreement, both parties shall be deemed to have drafted it.

22. The Parties agree that, as of the Effective Date, litigation concerning the violations of 8 U.S.C. § 1324b that IER has reasonable cause to believe that Respondent committed is not reasonably foreseeable. To the extent that any 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.
23. The parties agree to bear their own costs, attorneys' fees, and other expenses incurred in this investigation.
24. This Agreement sets forth the entire agreement between the Parties concerning resolution of this Investigation and fully supersedes any and all prior agreements or understandings between the Parties pertaining to the subject matter herein.
25. The Parties may execute this Agreement in multiple counterparts, each of which together shall be considered an original, but all of which shall constitute one agreement. The Parties shall be bound by electronic or facsimile signatures.

Stanislaus County, California

By:



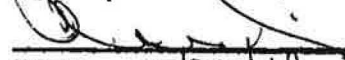
Tamara Thomas
Human Resources Director, Chief Executive Office

Date:

5/23/2019

APPROVED AS TO FORM:
STANISLAUS COUNTY COUNSEL

BY


DATE: 5/23/19

Immigrant and Employee Rights Section

By:



Alberto J. Ruisanchez
Deputy Special Counsel

Date:

5-28-2019

C. Sebastian Aloit
Special Litigation Counsel

William J. Hanrahan
Craig Fansler
Trial Attorneys