

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement"), the material terms of which are set forth in Part II below, is made between EasterSeals-Goodwill Northern Rocky Mountain, Inc. ("ESGW" or "Respondent"), 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 March 30, 2020, that it had opened a charge-based investigation of Respondent under 8 U.S.C. § 1324b(d)(1), identified as DJ # 197-77-134, to determine whether Respondent engaged in any 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 its investigation, that there is reasonable cause to believe that Respondent engaged in an unfair documentary practice based on citizenship status during its employment eligibility verification process, when it rejected sufficient documentation of identity and work authorization and required more or different documents from the Charging Party, [REDACTED] in violation of 8 U.S.C. § 1324b(a)(6);

WHEREAS, on the basis of the IER Investigation, IER also concluded that there is reasonable cause to believe that Respondent engaged in a pattern or practice of unfair documentary practices by requesting that non-U.S.-citizen applicants to an on-the-job training program (the Senior Community Services in Employment Program, or "SCSEP") present more or different documents (specifically, a document establishing the job applicant's immigration status) than required by law to complete the Form I-9 based on their citizenship status, in violation of 8 U.S.C. § 1324b(a)(6);

WHEREAS, ESGW makes no admission of wrongdoing but enters into this Agreement to avoid further proceedings.

WHEREAS, the parties wish to resolve IER's investigation and avoid contested litigation without further delay or expense and hereby acknowledge that they are voluntarily entering into Agreement;

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

II. TERMS OF SETTLEMENT

1. This Agreement shall become effective as of the date the last party signs the Agreement, referred to as the "Effective Date." The term of this Agreement is two years following the Effective Date.

2. This Agreement resolves any and all differences between the parties with respect to IER's investigation designated as DJ 197-77-134 through the Effective Date. IER shall not seek from Respondent any additional relief beyond that referenced in this Agreement for violations of 8 U.S.C. § 1324b(a)(6) through the Effective Date that are the subject of this investigation.
3. Pursuant to 8 U.S.C. § 1324b(g)(2)(B)(iv) and 28 C.F.R. § 85.5, Respondent shall pay to the United States Treasury the amount of \$6,186 (six thousand, one hundred and eighty-six dollars).
4. Within two days of the Effective Date, Respondent shall provide IER with the name, title, email address, and telephone number of the individual responsible for effectuating payment. Respondent shall pay the amount discussed in Paragraph 3 via the FedWire electronic fund transfer system within ten business days of receiving fund transfer instructions from IER. On the day of payment, Respondent shall send confirmation of the payment to Angela.Miller5@usdoj.gov and Lorren.Love@usdoj.gov. The email confirming payment shall have "ESGW, DJ # 197-77-134" in the subject line.
5. Pursuant to 8 U.S.C. § 1324b, Respondent shall not discriminate against applicants or employees based on citizenship, immigration status, or national origin, during the recruitment, hiring, firing, and employment eligibility verification and reverification processes (together, the "EEV" process), either directly or through its agents, including any payroll and human resources contractors it retains to conduct those activities on its behalf.
6. Respondent shall avoid discrimination in the initial verification and reverification stages of the EEV process by:
 - a. 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);
 - b. Permitting all employees to present any document or combination of documents acceptable by law during the EEV process;
 - c. Reverifying the work authorization of only employees whose work authorization is required to be reverified;
 - d. Providing a copy of the Lists of Acceptable Documents to all individuals whose work authorization Respondent seeks to verify or reverify, in English or, as appropriate to ensure comprehension in the individual's primary language, Spanish; and
 - e. Requiring all agents, including Payroll and Human Resources contractors, to also employ the practices described in paragraph 6(a)-(d) when acting on behalf of Respondent.
7. Within sixty (60) days of the Effective Date, Respondent shall review its policies that relate to hiring, EEV, and/or nondiscrimination on the basis of citizenship status and national origin. Respondent shall revise or create policies in order to ensure that its

employees and agents (including payroll and human Resources contractors, when acting on behalf of Respondent) are prohibited from:

- a. Rejecting valid documents due to an individual's citizenship, immigration status, or national origin;
 - b. Requesting more or different documents during the EEV process than are required by law due to an individual's citizenship, immigration status, or national origin; and
 - c. Using the Social Security Number Verification Service ("SSNVS") to verify employment eligibility.
8. Respondent shall not intimidate, threaten, coerce, or retaliate against any person for his or her participation in IER's investigation or exercise of any right or privilege secured by 8 U.S.C. § 1324b.
9. Respondent shall post an English and Spanish version of the IER "If You Have The Right to Work" poster ("IER Poster"), in color and measuring no smaller than 8.5" x 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. Respondent shall post the IER Poster within fourteen (14) days from the Effective Date of this Agreement.
10. During the term of this Agreement, Respondent shall ensure that all ESGW employees who engage in hiring, firing, or any EEV process (collectively, "Human Resources personnel") can readily access:
- a. The most current version of the USCIS Handbook for Employers (M-274) ("Handbook"), available at www.uscis.gov/I-9Central, and
 - b. The most current version of the USCIS E-Verify Manual (M-775) ("Manual"), available at www.uscis.gov/e-verify/publications/manuals-and-guides/e-verify-user-manual.
- Copies of these documents and future revisions of the Handbook, Manual and guidance can be obtained from the United States Citizenship and Immigration Services at www.uscis.gov.
11. Within ninety (90) days of the Effective Date, Respondent will ensure that all ESGW employees, agents, and contractors who complete or supervise EEV processes for the Senior Community Services in Employment Program ("SCSEP") or who complete, supervise, or review SCSEP Forms I-9, receive training regarding their obligations to comply with 8 U.S.C. § 1324b, as follows:
- a. Respondent will ensure all such individuals participate in a free "IER Employer/HR Representative" webinar, which is publicly available for registration at <https://www.justice.gov/crt/webinars>;

- b. Respondent will pay its employees their normal rate of pay during the training, and the training will occur during the employee's normally scheduled workdays and work hours. Respondent shall bear all employee costs, if any, associated with these training sessions.
 - c. Respondent shall compile attendance records listing the individuals who receive the training described in this paragraph, including their full name, job title, and the date(s) of the training sessions, and send the records via email to Angela J. Miller at Angela.Miller5@usdoj.gov or to any other individual IER designates to receive them.
 - d. For the term of the Agreement, all ESGW employees who assumed duties described in this paragraph after the initial training shall view an IER approved webinar and review the IER educational materials IER identified pursuant to paragraph 11(a) within 60 days of assumption of such duties. Respondent shall compile and send attendance records for these individuals pursuant to paragraph 11(c).
- 12. During the term of this Agreement, IER reserves the right to make reasonable inquires to Respondent to determine Respondent's compliance with this Agreement.
 - 13. Nothing in this Agreement limits IER's right to inspect Respondent's Forms I-9 pursuant to 8 C.F.R. § 274a.2(b)(2)(ii).
 - 14. If IER has reason to believe that Respondent is in violation of any provision of this Agreement during the term of this Agreement, IER may, notify Respondent of the purported violation without opening an investigation. Respondent will have fourteen (14) days to provide an explanation regarding the purported violation. In the event that Respondent's explanation does not satisfy IER's concern, Respondent will then have thirty (30) days from the date of IER's original notification to cure the purported violation to IER's satisfaction before IER deems Respondent to be in violation of this Agreement.
 - 15. This Agreement does not affect the rights of any individual alleging an unfair immigration-related employment practice against Respondent. This Agreement also does not affect IER's authority to investigate or file a complaint on behalf of any such individual, or IER's authority to investigate Respondent's employment practices occurring after the Effective Date or outside the scope of IER's investigation.

III. ADDITIONAL TERMS OF SETTLEMENT

- 16. This Agreement is governed by the laws of the United States. This Agreement shall be deemed to have been drafted by both parties and shall not be construed against any one party 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 (entitled "Terms of Settlement") are material terms, without waiver of either parties' right to argue that other terms in the Agreement are material.

17. This Agreement may be enforced in the United States District Court for the District of Utah. This paragraph, or the initiation of a lawsuit to enforce the Agreement under this paragraph, including any counterclaims asserted, does not constitute and should not be construed as a waiver of sovereign immunity or any other defense either party might have against a claim for enforcement.
18. 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, and the 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.
19. The parties agree that, as of the Effective Date, litigation concerning the 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, 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. The parties agree to bear their own costs, attorneys' fees and other expenses incurred in this investigation.
21. This Agreement sets forth the entire agreement between the parties and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter herein.
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.

EasterSeals-Goodwill Northern Rocky Mountain, Inc

By:

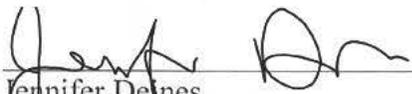


Dated: June 14, 2021

Easterseals-Goodwill Northern Rocky Mountain Inc.
425 1st Avenue North
Great Falls, Montana 59401

Immigrant and Employee Rights Section

By:


Jennifer Deines
Acting Deputy Special Counsel

Dated: June 24, 2021

Jodi Danis
Special Litigation Counsel

Angela J. Miller
Trial Attorney