

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”) is made and entered into by and between Bianchi Home Care Inc. (“Respondent”), and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section (“IER”) (collectively, “the Parties”).

I. BACKGROUND

WHEREAS, IER notified Respondent by letter dated June 7, 2021 that it had initiated an investigation of Respondent under 8 U.S.C. § 1324b(d)(1), identified as DJ #197-82-177 (the “Investigation”), to determine whether Respondent engaged in any unfair employment practices prohibited under the anti-discrimination provision of the Immigration and Nationality Act, 8 U.S.C. § 1324b (“Act”);

WHEREAS, on the basis of its investigation, IER concluded that there is reasonable cause to believe that beginning no later than January 1, 2019, and continuing until at least December 31, 2021, Respondent engaged in a pattern or practice of citizenship status discrimination against work-authorized non-U.S. citizens, in violation of 8 U.S.C. § 1324b(a)(1). Specifically, IER’s investigation determined that, after verifying its new employees’ permission to work, Respondent subjected only non-U.S. citizens to an additional employment eligibility verification check, using E-Verify;

WHEREAS, none of the non-U.S. citizens subjected to the selectively discriminatory use of E-Verify were aware of the practice, received a Tentative or Final Nonconfirmation from E-Verify, or faced any additional adverse consequences;

WHEREAS, the Parties wish to resolve the IER Investigation without further delay or expense, and hereby acknowledge that each party is voluntarily entering into this Agreement;

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

II. TERMS OF SETTLEMENT

1. This Agreement becomes effective as of the date the latest signature below, which date is referenced hereafter as the “Effective Date.” The term of the Agreement shall be three years following the Effective Date.
2. In accordance with 8 U.S.C. § 1324b, Respondent shall not:
 - a. discriminate on the basis of citizenship, immigration status or national origin with respect to hiring, firing, or recruiting or referral for a fee.
 - b. discriminate in the employment eligibility verification and reverification processes; Respondent shall (i) honor 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 request more or different documents than are required by law for employment eligibility verification; and (iii) permit all employees to present any document or combination of documents acceptable by law both at initial hire and during any lawful reverification of continued employment authorization.

- c. intimidate, threaten, coerce, or retaliate against any person for his or her participation in this matter or the exercise of any right or privilege secured by 8 U.S.C. § 1324b.
3. Respondent shall ensure that its use of E-Verify does not discriminate based on citizenship status or national origin in violation of 8 U.S.C. § 1324b. Specifically, if Respondent continues to use E-Verify, it shall not selectively use the E-Verify program based on workers' citizenship status or national origin.
4. Respondent shall not, for purposes of employment eligibility verification, track the expiration date of any documents presented by employees during the employment eligibility verification process that do not require reverification pursuant to 8 C.F.R. 274a.2(b), including but not limited to, Permanent Resident Cards.
5. Respondent shall send a notification within 30 calendar days of the Effective Date to all individuals who are responsible for formulating, providing training on, or implementing Respondent's hiring, firing, equal employment, and employment eligibility verification ("EEV") policies, including recruiters, human resources assistants, supervisors, employees, and contractors who have any role in completing or supervising the EEV process, such as completing the Form I-9 and/or using the E-Verify program ("Human Resources Personnel"), informing them of Respondent's responsibilities under Paragraphs 3, 4 and 6.
6. Respondent shall post an English and Spanish version of IER's "If You Have The Right to Work" poster ("IER Poster"), in color and measuring no smaller than 8.5" by 11", an image of which is available at <https://www.justice.gov/crt/worker-information#poster>, in all places at Respondent's current and future locations where notices to employees and job applicants are normally posted. The IER Poster will be posted within 14 calendar days of the Effective Date and will remain posted for the term of the Agreement. Throughout the term of this Agreement, Respondent shall prominently post a copy of the Form I-9 Lists of Acceptable Documents ("Lists") for employees to read, and provide individual copies to new hires at the same time as Respondent asks them to complete Section 1 of the Form I-9, and shall inform them of their right to choose to present any document(s) that are on the Lists or are otherwise acceptable for purposes of employment eligibility verification.
7. During the term of this Agreement, Respondent shall ensure that all Human Resources Personnel, shall be provided and have available 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-9, and the most current USCIS E-Verify Manual (M-775) (“Manual”), available at <https://www.e-verify.gov/e-verify-user-manual>. 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.

8. Within 90 calendar days of the Effective Date, Respondent shall ensure all Human Resources Personnel are trained on their obligations to comply with 8 U.S.C. § 1324b in accordance with the following:
 - a) The training will consist of viewing an “IER Employer/HR Representative” webinar, which is publicly available at <https://www.justice.gov/crt/webinars>;
 - b) All employees or contractors will be paid their normal rate of pay, and the training will occur during their normally scheduled workdays and work hours. Respondent shall bear all costs associated with these training sessions, not including IER’s webinar platform or other related expenses.
 - c) During the term of the Agreement, all new Human Resources Personnel who are hired after the training described in this paragraph has been conducted shall attend an IER Employer/HR webinar training within sixty 60 calendar days of hire or promotion.
 - d) Respondent shall compile attendance records listing the individuals who attend the training described in this paragraph. Attendance records shall include each individual’s full name, job title, signature, the date of the training, the respective business unit, and the name and address of the local entity or institution where they work. Records shall be sent via email to Sam Shirazi at Sam.Shirazi2@usdoj.gov within 10 calendar days of each training session. The emails transmitting attendance records shall include “Bianchi” and file number “DJ # 197-33-177” in the subject line.
9. Within 90 calendar days of the Effective Date, all Human Resources Personnel shall register for e-mail updates from USCIS on the following topics by visiting <https://public.govdelivery.com/accounts/USDHSCIS/subscriber/new>:
 - (a) Federal Register Announcements; and
 - (b) Temporary Protected Status.
10. Within 60 calendar days of the Effective Date of this Agreement, Respondent will review any existing employment policies that relate to nondiscrimination in hiring, and the employment eligibility verification and reverification process, including completion of the Form I-9 and E-Verify, and shall revise, or if necessary create, such policies to ensure that they:

- (a) prohibit discrimination on the basis of citizenship, immigration status, and national origin (1) in the hiring and firing process; (2) during the Form I-9 employment eligibility verification and reverification process; and (3) in the E-Verify process;
- (b) include citizenship, immigration status, and national origin as prohibited bases of discrimination; Respondent shall include such bases in any Equal Employment Opportunity (“EEO”) statements Respondent makes available to the public or employees;
- (c) refer applicants and employees who complain, formally or informally, of discrimination in the hiring, firing, or Form I-9 employment eligibility verification and reverification process immediately to the Immigrant and Employee Rights Section by directing the affected individual to the IER Poster and IER’s worker hotline and website, and advise the affected individual of his or her right to file a charge of discrimination with IER; and
- (d) prohibit 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.
- (e) include the information contained in the notice in Paragraph 5.

Respondent shall submit such policies to IER for review and approval within 60 calendar days of the Effective Date, and shall implement such policies within 15 calendar days of IER’s approval.

11. 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 requesting copies of Respondent’s documents.
12. Starting 60 calendar days of the Effective Date, and every four (4) months thereafter during the term of this Agreement, Respondent shall provide IER with an Excel spreadsheet containing information regarding all available Form I-9 and E-Verify fields for each of Respondent’s employees who are hired or reverified within the previous four (4) month period. Respondent shall also provide Forms I-9, including all attachments, if requested by IER.
13. 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(b)(2)(ii). 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 rather than initiate a new investigation or seek to judicially enforce the Agreement. If IER has exercised its discretion to notify Respondent of the purported violation, Respondent shall have 30 calendar days from the date it is notified by IER of the purported violation(s) to cure the violation(s) to IER's satisfaction.

14. This Agreement does not affect the right of any individual to file a charge alleging an unfair immigration-related employment practice against Respondent with IER, IER's authority to investigate Respondent or file a complaint on behalf of any such individual, or IER's authority to conduct an independent investigation of Respondent's employment practices occurring after the Effective Date or outside the scope of the IER Investigation.
15. This Agreement resolves any and all differences between the Parties relating to the IER Investigation, DJ # 197-82-177, through the Effective Date of this Agreement.

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.
17. The United States District Court for the Western District of Washington 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 this 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.
18. The Parties agree that, as of the Effective Date of this Agreement, 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 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.
19. 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 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 is invalid.

20. The Parties agree to bear their own costs, attorneys' fees and other expenses incurred in this action.
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 electronically transmitted signatures.

Bianchi Home Care Inc.

By: 

Kim Sanchez
Owner

Dated: 3-7-2022

Immigrant and Employee Rights Section

By: 

Alberto Ruisanchez
Deputy Special Counsel

Dated: 3-16-2022

Sebastian Aloom
Special Litigation Counsel

Sam Shirazi
Trial Attorney