

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into by and between Denver Sheriff Department ("Respondent") and the United States Department of Justice, Civil Rights Division, Office of Special Counsel for Immigration-Related Unfair Employment Practices ("Office of Special Counsel" or "OSC").

WHEREAS, on March 17, 2016, the Office of Special Counsel notified Respondent that it had initiated an investigation, DJ No. 197-13-189 ("OSC Investigation"), to determine whether Respondent had engaged in unfair immigration-related employment practices prohibited under 8 U.S.C. § 1324b (the "Act").

WHEREAS, the Office of Special Counsel concluded based upon its investigation that there is reasonable cause to believe that Respondent committed citizenship status discrimination in violation of the Act during the period from approximately January 1, 2015, to March 23, 2016. Specifically, the Office of Special Counsel found that Respondent limited applicants for deputy sheriff positions to U.S. citizens only, even though Respondent was not authorized by law to have such a citizenship requirement. The Office of Special Counsel also found that several non-U.S. citizens with work authorization were unlawfully excluded, in part or in whole, from consideration for the positions because of their citizenship status.

WHEREAS, Respondent maintains that any violation was not committed knowingly.

WHEREAS, the Office of Special Counsel and Respondent wish to resolve this 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 contained below, and to fully and finally resolve the OSC Investigation as of the date of this Agreement, it is agreed as follows:

1. This Agreement becomes effective as of the date of the last signature on the Agreement, which date is referenced herein as the "Effective Date." The "term of this Agreement" shall be three years following the Effective Date.
2. Respondent shall pay a civil penalty to the United States Treasury in the amount of ten thousand dollars (\$10,000.00).
3. The monies discussed in paragraph 2 shall be paid via the FedWire electronic fund transfer system within ten (10) business days from the Effective Date of this Agreement or receipt of fund transfer instructions from the Office of Special Counsel, whichever is later. On the day of payment, Respondent shall confirm via email to Hillary K. Valderrama at hillary.valderrama@usdoj.gov that payment was made.
4. Respondent shall not discriminate on the basis of citizenship, immigration status or national origin in violation of 8 U.S.C. § 1324b.

5. Respondent shall treat all individuals equally, without regard to citizenship or immigration status, or national origin, during the recruitment, hiring, firing, and employment eligibility verification and re-verification process, as required by 8 U.S.C. § 1324b.
6. Respondent shall post an English and Spanish version of the Office of Special Counsel "If You Have The Right to Work" poster ("OSC Poster"), in color and measuring no smaller than 18" x 24", 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 Notice will be posted within fourteen (14) days from the Effective Date of this Agreement and will remain posted for three (3) years thereafter.
7. Beginning not more than fourteen (14) days from the Effective Date of this Agreement and continuing through the term of this Agreement, Respondent shall provide (1) a letter-sized copy of the OSC Poster in English and the applicant's preferred language, if the preferred language is known and the OSC Poster is available in that language, with all paper employment applications, and/or (2) an electronic link to the English and Spanish versions of the OSC Poster with all electronic applications.
8. For three (3) years from the Effective Date of this Agreement, Respondent shall ensure that all individuals who are responsible for formulating, carrying out, and/or conducting training on Respondent's hiring, firing, equal employment, and employment eligibility verification policies, as well as all managers and employees who have any role making employment eligibility decisions, such as completing the Form I-9 and/or using the E-Verify system ("Human Resources Personnel"), are in possession of 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-9Central, and the most current USCIS E-Verify Manual (M-775) ("Manual"), available at www.uscis.gov/USCIS/Verification/E-Verify/E-Verify_Native_Documents/manual-employer_comp.pdf. 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.
9. Within thirty (30) days of the Effective Date of this Agreement, Respondent shall review its employment policies as they relate to nondiscrimination on the basis of citizenship status and national origin and shall, as necessary, revise such policies to:
 - (a) Prohibit (1) requesting employment eligibility verification documents from any individual prior to making an offer of employment; (2) requesting information regarding applicants' citizenship and/or immigration status prior to making an offer of employment; (3) discriminating on the basis of citizenship, immigration status or national origin in the hiring and firing process or the Form I-9 employment eligibility verification and re-verification process.

- (b) Refer applicants and employees who complain, formally or informally, of discrimination based on citizenship/immigration status or national origin in the hiring, firing, or Form I-9 employment eligibility verification and re-verification process immediately to the Office of Special Counsel by directing the affected individual to the OSC Poster and the Office of Special Counsel's worker hotline and website, and advise the affected individual of his or her right to file a charge of discrimination with the Office of Special Counsel.
- (c) Provide that Respondent shall not take 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.

Throughout the term of this Agreement, Respondent shall provide any changes in employment policies as they relate to nondiscrimination on the basis of citizenship, immigration status and national origin to the Office of Special Counsel for review and, if deemed necessary, input at least thirty (30) days prior to the effective date of such revised policies.

10. Within thirty (30) days of the Effective Date of this Agreement, Respondent shall:

- (a) ensure that all staff members responsible for recruiting, hiring, and/or developing promotional materials for the deputy sheriff position are aware that Respondent does not require applicants to be United States citizens;
- (b) eliminate all references to citizenship and/or immigration status from its application materials (including both hard and electronic copies);
- (c) eliminate references to citizenship requirements from all its materials regarding the deputy sheriff position, including but not limited to its job postings, full rank descriptions, training descriptions, Deputy Sheriff Information Booklet, and Internet site; and
- (d) contact any community partners and/or organizations whose assistance Respondent requests, obtains, or utilizes in recruiting candidates for deputy sheriff positions to inform them in writing that it does not have a requirement that applicants be United States citizens.

11. Respondent shall:

- (a) review all applications for deputy sheriff positions received since January 1, 2015 within ninety (90) days of the Effective Date of this Agreement;
- (b) from the applications referenced in paragraph 11(a), identify each candidate disqualified due to a U.S. citizenship requirement ("unlawfully excluded

candidate”) and provide to OSC a list identifying all unlawfully excluded candidates by name, last-known mailing address, date of birth, and date of application within seventy-five (75) days of the Effective Date of this Agreement;

- (c) provide unlawfully excluded candidates who are currently interested in a deputy sheriff position with an impartial and non-discriminatory opportunity to complete the application/evaluation process for the deputy sheriff position subject to the same rules and following the same procedures in place for the most recent round of hiring for the deputy sheriff position, except that no consideration shall be given to the citizenship status of the unlawfully excluded candidates. The following terms shall apply to the application/evaluation process:
- i. Within thirty (30) days from the date Respondent transmits the list of unlawfully excluded candidates to OSC as described in paragraph 11(b), Respondent shall transmit in writing a letter to each unlawfully excluded candidate at their last known address by registered or certified mail, return receipt requested, inviting them to participate in the application/evaluation process for the deputy sheriff position in accordance with the terms of this paragraph. The letter shall inform unlawfully excluded candidates that if they wish to participate in the application/evaluation process, they must contact Respondent within thirty (30) days of receipt of the letter;
 - ii. If any unlawfully excluded candidate contacts Respondent and communicates a desire to participate in the application/evaluation process within the timeframe referenced in paragraph 11(c)(i), Respondent and the unlawfully excluded candidate shall select a mutually agreeable date and time for the unlawfully excluded candidate to complete the application/evaluation process, except that the date selected must be within two hundred and ten (210) days from the Effective Date of this Agreement;
 - iii. If any unlawfully excluded candidate fails to timely respond to the invitation to participate in the application/evaluation process as set forth in paragraph 11(c)(i), or does not appear at the date and time selected by the parties in paragraph 11(c)(ii), Respondent shall have no further obligation to continue the application/evaluation process for the unlawfully excluded candidate;
 - iv. If a work-authorized unlawfully excluded candidate meets the suitability requirements that were applied during the last deputy sheriff hiring, Respondent shall place such a candidate on a preferential consideration list. Respondent shall fill at least the next two (2) deputy sheriff vacancies from the preferential consideration list unless no

candidate from the list is interested in the position when it becomes vacant or the candidates on the list are no longer suitable for the position when it becomes vacant;

- v. If Respondent determines that any unlawfully excluded candidate does not meet the suitability requirements, Respondent shall document the reasons for such decision, shall notify OSC within ten (10) days of such decision, and shall provide such documentation to OSC within fourteen (14) days of a request; and
- vi. Respondent shall keep all notes, applications, materials, and documents related to the review and assessment of unlawfully excluded candidates and the application/evaluation process required by this paragraph, as well as the preferential consideration list, and shall provide such documents to OSC within fourteen (14) days of a request.

12. Within ninety (90) days of the Effective Date of this Agreement, the Director of the Department of Safety Human Resources Office shall join OSC's e-mail distribution list, available at <https://public.govdelivery.com/accounts/USDOJ/subscriber/new>. The HR Director will distribute information as needed.

- (a) Respondent's personnel who are involved in hiring, recruitment, and/or employment eligibility verification will attend a training regarding their obligation to comply with 8 U.S.C. § 1324b, as provided by OSC.
- (b) The training will consist of viewing a remote webinar presentation. OSC will provide the webinar registration link to Respondent. Participants will register for the webinar presentation at <http://www.justice.gov/crt/about/osc/webinars.php>.
- (c) Employees attending the training 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.
- (d) For a period of three years from the effective date of this Agreement, Respondent's personnel who are hired or promoted into a position requiring the performance of any of the duties specified in Paragraph 8 after the initial training described in this paragraph has been conducted will attend an OSC Employer/HR webinar within ninety (90) days of hire or promotion, unless they have already attended a webinar within the past calendar year.
- (e) Respondent will notify OSC at hillary.valderrama@usdoj.gov within fourteen calendar (14) 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.

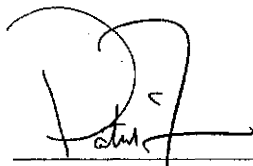
13. During the Reporting Period, the Office of Special Counsel reserves the right to make reasonable inquiries to Respondent necessary to determine Respondent's compliance with this Agreement independent of the provisions of Paragraph 16. As a part of such review, the Office of Special Counsel may require written reports concerning compliance, inspect Respondent's premises, examine witnesses, and examine and copy Respondent's documents at the expense of the Office of Special Counsel.
14. Every six (6) months during the Reporting Period, Respondent shall provide the Office of Special Counsel with (1) copies of the completed Forms I-9, including attachments, for each employee hired by Respondent as a deputy sheriff, and (2) all advertisements and recruiting materials pertaining to the deputy sheriff position in that six-month period (Respondent may provide a link to this material if available on-line). Respondent shall provide the documents in electronic form unless requested otherwise.
15. If the Office of Special Counsel has reason to believe that Respondent is in violation of any provision of this Agreement, the Office of Special Counsel may, in its discretion, promptly notify Respondent of the purported violation. Respondent will then be given a thirty (30) day period from the date it is notified by the Office of Special Counsel in which to cure the violation to the satisfaction of the Office of Special Counsel before Respondent is deemed by the Office of Special Counsel to be in violation of this Agreement.
16. Notwithstanding any other provision in this Agreement, 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 Office of Special Counsel, the authority of the Office of Special Counsel to investigate or file a complaint on behalf of any such individual, or the authority of the Office of Special Counsel to conduct an independent investigation of Respondent's employment practices.
17. Except as otherwise specified above, Respondent shall direct all documents required by this Agreement to OSC's attention through one of the following methods:
 - a. Electronic mail to Hillary Valderrama at hillary.valderrama@usdoj.gov (or other such individual identified by OSC). Electronic documents containing personally identifiable information shall be encrypted prior to transmission in this manner; or
 - b. Courier delivery service (FedEx, UPS) to:

U.S. Department of Justice, Civil Rights Division
Office of Special Counsel for Immigration-Related
Unfair Employment Practices
1425 New York Avenue, Suite 9000
Washington, DC 20005.

18. This Agreement resolves any and all differences between the parties relating to the OSC Investigation through the date this Agreement is signed by all parties.
19. This Agreement may be enforced in the United States District Court for the District of Colorado.
20. The Office of Special Counsel and Respondent agree that, as of the Effective Date of this Agreement, litigation concerning the violations of 8 U.S.C. § 1324b that the Office of Special Counsel 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.
21. 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 the Office of Special Counsel 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.
22. The Office of Special Counsel and Respondent agree to bear their own costs, attorneys' fees and other expenses incurred in this action.
23. This Agreement sets forth the entire agreement between the Respondent and the Office of Special Counsel and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter herein.
24. 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.

Denver Sheriff Department

By:

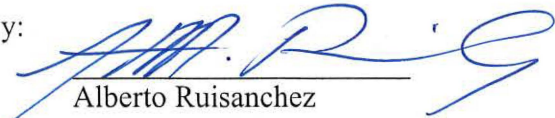


Patrick Firman
Sheriff

Dated: 11/15/16

Office of Special Counsel for Immigration-Related Unfair Employment Practices

By:


Alberto Ruisanchez
Deputy Special Counsel

Dated: 11/21/16

C. Sebastian Aloit
Special Litigation Counsel

Hillary K. Valderrama
Trial Attorney