

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into by and between Advantage Home Care, LLC ("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 February 23, 2012, the Office of Special Counsel received a charge filed by the Charging Party against Executive Care DJ# 197-48-394 ("OSC Charge" or "Charge") alleging citizenship discrimination in violation of the unfair immigration-related employment practices provisions of 8 U.S.C. § 1324b (the "Act").

WHEREAS, Executive Care, LLC, changed its corporate name to Advantage Home Care, LLC.

WHEREAS, OSC expanded the scope of its investigation after encountering evidence that the Respondent was engaging in a pattern and practice of document abuse in violation of the Act.

WHEREAS, the Office of Special Counsel concluded based upon its investigation of the OSC Charge, that there was reasonable cause to believe that Respondent violated the document abuse provisions of the Act.

WHEREAS, this Agreement is neither an admission by Respondent of any act in violation of 8 U.S.C. § 1324b, nor an admission by the United States of the merits of any of Respondent's defenses.

WHEREAS, once Respondent became aware of the Charge, it immediately contacted a Human Resources and Labor Consulting company that has received IMAGE certification (ICE Mutual Agreement between Government and Employers) to provide an interactive training for all their manager and owners. This training reviewed IRCA and ICE regulations including acceptable documentation and the options of document copy retention. It also trained the staff on how to conduct a self-audit of all I-9 forms, and worked with the company to implement new policies and procedures to avoid future errors.

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

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, it is agreed as follows:

1. To fully and finally resolve all disputes among the parties hereto as of the date of this Agreement, Respondent agrees to pay a civil penalty to the United States Treasury in the amount of Forty-Six Thousand Five Hundred and Seventy-Five dollars (\$46,575.00).

2. The monies discussed in paragraph 1 shall be paid in four equal installments of Eleven Thousand Six Hundred and Forty-Three dollars and Seventy-Five cents (\$11,643.75), by certified or cashier's check payable to the "United States Treasury, c/o Mac McConkey," and mailed by express delivery service, along with a copy of the fully signed Agreement, to the following address:

Luz V. Lopez-Ortiz
U.S. Department of Justice
Office of Special Counsel
1425 New York Ave, NW, Room 9000
Washington, DC 20005

The first payment shall be mailed within ten (10) business days of Respondent's receipt of a fully signed copy of this Agreement. On the same day a copy of such check and the express delivery service tracking number for this mailing shall be sent to Luz V. Lopez-Ortiz at Luz.V.Lopez-Ortiz@usdoj.gov. The remaining three payments shall be mailed exactly one month from the date of the previous payment, using the same, above-described mailing and notice process.

3. Respondent agrees to pay the Charging Party One Thousand Six Hundred and Thirty-Three Dollars (\$1,633.23), which includes back pay and accumulated interest on back pay, minus applicable tax withholdings based on the tax rates of the current calendar year. Respondent agrees to follow the applicable instructions contained in IRS Publication 957 and credit the Charging Party's back pay award to the calendar quarters of the years when the back wages would have been earned. OSC has ninety (90) days to provide Respondent with the Charging Party's address and other contact information. Upon receipt of the Charging Party's address and contact information, Respondent has ten (10) business days in which to mail the Charging Party a check for the agreed upon back pay amount. On the same day, a copy of such check and the express delivery service tracking number for this mailing shall be sent to Luz V. Lopez-Ortiz at the email address referenced in paragraph 2.
4. Respondent agrees that it will establish a methodology to identify any current non-citizen employees or non-citizen applicants for the twelve-month period between January 1 to December 31, 2011, who may have suffered economic harm due to their failure to present a List A document for purposes of completing Form I-9. Economic harm is defined as the denial of a job opportunity or the delay in the commencement of a job opportunity with the Respondent, due to the non-citizen new employee's or non-citizen applicant's failure to present a List A document for purposes of completing Form I-9. The Respondent agrees that, within two months of entering into this Agreement, it will submit to OSC, for its approval, a proposed methodology for searching for potential individuals that suffered economic harm as a result of Respondent's practices. Respondent agrees to identify any such individuals within six months of entering into this agreement. Once identified, Respondent agrees to provide OSC with a list containing the names and contact information for the individuals identified, and further agrees to provide full back

pay to each of these individuals. Such methodology may include the placing the following notice in the paychecks of all current employees:

"You may be eligible to receive back pay if:

1. You were a legal permanent resident at the time that Executive Care hired you;
2. You were required to present your permanent resident card ("green card") before you could begin your work assignment;
3. You were unable to present your green card when asked to do so;
4. And, as a result, Executive Care did not allow you to immediately begin work until you presented your green card.

If you meet all of the above qualifications, please contact: Kristen Curatolo, Executive Care Legal Counsel, for additional guidance."

5. Respondent agrees that it shall not discriminate on the basis of citizenship status, national origin, or engage in document abuse in violation of 8 U.S.C. § 1324b.
6. Respondent agrees that it will treat all individuals equally, without regard to citizenship or immigration status, or national origin, during the hiring, firing, and employment eligibility verification process. Respondent shall avoid discrimination in the employment eligibility verification 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) not requesting more or different documents than are required by law, and (c) permitting all employees to present any document or combination of documents acceptable by law.
7. Respondent agrees that it will not intimidate, threaten, coerce, or retaliate against any other person for his or her participation in this matter or the exercise of any right or privilege secured by 8 U.S.C. § 1324b.
8. Respondent agrees to 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/html/worker.php#/which> which will be provided by the Office of Special Counsel, 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.
9. Beginning not more than fourteen (14) days from the date that Respondent receives a fully signed copy of this Agreement, Respondent will provide a letter-size copy of the OSC Poster in the Spanish language with all paper employment applications, and a mandatory electronic link to the English and Spanish versions of the OSC Poster with all electronic applications, and Respondent will continue to do so for one (1) year thereafter.
10. For three (3) years from the effective date of this Agreement, Respondent agrees to 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, including all managers and employees who have any role making employment eligibility decisions, such as completing the Form I-9 ("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](http://www.uscis.gov/USCIS/Verification/E-Verify/E-Verify%20Native%20Documents/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.

11. Within thirty (30) days of receipt of a fully signed copy of this Agreement, Respondent will 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) the requesting of employment eligibility verification documents from any individual prior to making an offer of employment; (2) discrimination on the basis of citizenship status or national origin in the hiring and firing process; and (3) disparate treatment of individuals, on the basis of citizenship status or national origin, during the Form I-9 employment eligibility verification;
 - (b) Refer applicants and employees who complain, formally or informally, of discrimination in the hiring, firing, or Form I-9 employment eligibility verification process immediately to the Office of Special Counsel by directing the affected individual to the OSC Poster, the Worker Hotline and website of the Office of Special Counsel, 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.

During the three years (3) following the effective date of this Agreement (the "Reporting Period"), Respondent shall provide any changes in employment policies as they relate to nondiscrimination on the basis of citizenship status and national origin to the Office of Special Counsel for review within thirty (30) days of the effective date of such revised policies.

12. Within ninety (90) days of receipt of a fully signed copy of this Agreement, the Office of Special Counsel shall provide all Human Resources Personnel with training on their responsibilities to comply with 8 U.S.C. § 1324b, and the employment eligibility verification process as it relates to discrimination on the basis of citizenship status or national origin.

- (a) The training will consist of viewing a remote webinar presentation. A recording of the webinar shall be provided by the Office of Special Counsel.
 - (b) All employees 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;
 - (c) For a period of three years from the effective date of this Agreement, all new Human Resources Personnel hired by Respondent after the training described in this paragraph has been conducted shall receive this training within fifteen (15) days of hire.
 - (d) Individuals who comply with the training as described in this paragraph shall complete Attachment A, including signatures, as evidence of such compliance. The original of Attachment A, including signatures, will be mailed to the attention of Luz V. Lopez-Ortiz at the Office of Special Counsel by registered or certified mail, return receipt requested, or via email to Luz.V.Lopez-Ortiz@usdoj.gov within ten (10) days of the training session.
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. 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.
14. During each of the years within the Reporting Period, the Office of Special Counsel may conduct a random audit of Respondent's Forms I-9, including attachments. Respondent will provide the documents within seven (7) business days of its receipt of the Office of Special Counsel's request, and shall transmit such 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 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 the Office of Special Counsel in which to cure the violation before Respondent is deemed by the Office of Special Counsel to be in violation of this Agreement.
16. Notwithstanding paragraph 17, 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. This Agreement resolves any and all differences among the Office of Special Counsel and the Respondent through the date this Agreement is executed by the foregoing parties.
18. The Office of Special Counsel agrees to withdraw the Charge upon the satisfaction of paragraphs 1-4 of this Agreement, and will dismiss the charge in accordance therewith.
19. This Agreement may be enforced in the United States District Court for the District of New Jersey.
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 the Respondent agree to bear their own costs, attorneys' fees and other expenses incurred in this action.
23. 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.

Advantage Home Care, LLC.

By: _____

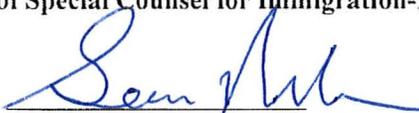


Dated: _____

10/23/12

Office of Special Counsel for Immigration-Related Unfair Employment Practices

By: _____



Seema Nanda
Deputy Special Counsel

Dated: _____

10/25/12

C. Sebastian Aloit
Special Litigation Counsel

Luz V. Lopez-Ortiz
Trial Attorney