

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into by and among ComForcare In-Home Care & Senior Services ("Respondent"), [REDACTED] ("Charging Party"), 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 May 7, 2012, the Office of Special Counsel received a charge filed by the Charging Party against Respondent, DJ 197-61-96, (the "OSC Charge") alleging a denial of employment based on document abuse and citizenship status discrimination in violation of 8 U.S.C. § 1324b (the "Act").

WHEREAS, during the course of investigating the OSC Charge, OSC reviewed evidence showing that the Respondent was engaging in document abuse and citizenship status discrimination. Respondent denies any wrongdoing.

WHEREAS, the Office of Special Counsel concluded based upon its investigation of the OSC Charge, that there was reasonable cause to believe that Respondent engaged in document abuse and citizenship status discrimination in violation of the Act.

WHEREAS, the Office of Special Counsel, Respondent and the Charging Party 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 and to fully and finally resolve all disputes among the parties hereto as of the date of this Agreement, it is agreed as follows:

1. Respondent agrees to pay a civil penalty to the United States Treasury in the amount of one thousand two hundred and ten dollars (\$1210.00).
2. The monies discussed in paragraph 1 shall be paid 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, within ten (10) business days of Respondent's receipt of a fully signed copy of this Agreement:

Richard Crespo  
U.S. Department of Justice  
Office of Special Counsel  
1425 New York Ave, NW, Room 9000  
Washington, DC 20005

On the same day a copy of such check and the express delivery service tracking number for this mailing shall be sent to richard.crespo@usdoj.gov.

- [REDACTED]
3. Respondent agrees to pay the Charging Party Five Hundred Twenty Four Dollars and Ninety-Six Cents (\$524.96) in back pay, minus applicable tax withholdings based on the tax rates of the current calendar year.
  4. The monies discussed in paragraph 3 shall be paid by certified or cashier's check payable to the Charging Party and mailed, via express delivery service, to the following address, within five (5) business days from the date Respondent receives 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 richard.crespo@usdoj.gov.

5. 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.
6. Respondent agrees that it shall not discriminate on the basis of citizenship status or national origin, or engage in document abuse in violation of 8 U.S.C. § 1324b.
7. 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. Respondent shall not reject unexpired employment eligibility verification documents because documents bear a particular expiration date.
8. Respondent agrees that it will not intimidate, threaten, coerce, or retaliate against the Charging Party or 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.
9. 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/htm/worker.php#/> 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 eighteen months thereafter. The Notices shall be provided by the Office of Special Counsel.

10. 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 applicant's preferred 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.
11. For eighteen months 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](http://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-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 Department of Homeland Security, U.S. Citizenship and Immigration Services at [www.uscis.gov](http://www.uscis.gov).
12. 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 employment eligibility verification process (Form I-9 and E-Verify);
  - (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 eighteen months 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.

13. 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 either an on-site training by a Office of Special Counsel representative, or 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 Richard Crespo at the Office of Special Counsel by registered or certified mail, return receipt requested, or via email to richard.crespo@usdoj.gov within ten (10) days of the training session.
14. 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.
15. During the Reporting Period, the Office of Special Counsel shall conduct a random audit of Respondent's Forms I-9, including attachments. Respondent agrees to make its E-Verify transaction history available to the Office of Special Counsel as well. Respondent will provide the documents within seven (7) business days of its receipt of the Office of Special Counsel's request, and shall produce such documents in electronic form unless requested otherwise.
16. 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

[REDACTED]

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.

17. Notwithstanding paragraph 18, this Agreement does not affect the right of any individual (other than the Charging Party as set forth below in paragraph 18) 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.
18. This Agreement resolves any and all differences under 8 U.S.C. § 1324b related to document abuse and citizenship status discrimination issues among the Department of Justice's Office of Special Counsel, [REDACTED], and the Respondent through the date this Agreement is executed by the foregoing parties.
19. The Charging Party agrees to withdraw with prejudice the OSC Charge. The Charging Party's signature on this Agreement will constitute a request for such withdrawal. In reliance on the terms of this Agreement and the Charging Party's request to withdraw [REDACTED] charge, the Office of Special Counsel agrees to dismiss The Charge and close all associated or related investigations of the Respondent upon the satisfaction of paragraphs 1-6 of this Agreement.
20. The Office of Special Counsel and Respondent agree, in the event the Charging Party does not sign this Agreement, to be bound by the terms of this Agreement, except for paragraphs 3-5, and that the failure to obtain the Charging Party's signature does not affect the validity of this Agreement. If the Charging Party fails to sign this Agreement, the Office of Special Counsel agrees that it will nonetheless close its investigation of The Charge and all associated or related investigations of the Respondent in accordance with the terms of this Agreement, after Respondent complies with paragraphs 1 and 2.
21. This Agreement may be enforced in the United States District Court for the District of Oregon.
22. 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.
23. 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

[REDACTED]

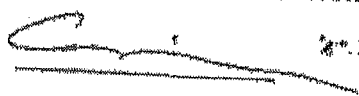
[REDACTED]

[REDACTED]

this Agreement. Respondent, the Office of Special Counsel, and the Charging Party 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.

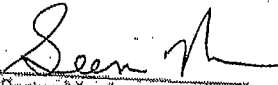
- 24. The Office of Special Counsel, Respondent, and the Charging Party agree to bear their own costs, attorneys' fees and other expenses incurred in this action.
- 25. This Agreement may be executed in multiple counterparts, each of which together shall be considered an original but all of which shall constitute one agreement. The parties agree to be bound by facsimile signatures.

ComForecare In-Home Care and Senior Services

By:  Dated: 11/28/12

Charging Party

Office of Special Counsel for Immigration-Related Unfair Employment Practices

By:  Dated: 12/3/12

Seema Nanda  
Deputy Special Counsel

C. Sebastian Alcott  
Special Litigation Counsel

Richard Crespo  
Senior Trial Attorney