

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into between Life Generations Healthcare LLC d/b/a Generations Healthcare ("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").

WHEREAS, on June 25, 2010, the Office of Special Counsel accepted as complete a charge filed by [REDACTED] (Charging Party) against Respondent (DJ# 197-11-668) alleging a violation of the unfair immigration-related employment practices provisions of 8 U.S.C. § 1324b (the "Act").

Whereas, on September 30, 2011, the Office of Special Counsel filed a complaint with the Office of the Chief Administrative Hearing Officer (OCAHO) alleging, among other things, Respondent engaged in a pattern or practice of discriminatory document requests in violation of the Act.

WHEREAS, on September 11, 2014, OCAHO issued a Final Decision Finding Liability and Schedule for Supplemental Filings, holding, among other things, that from September 18, 2007, through July 9, 2010, Respondent engaged in a pattern and practice of discriminatory document requests from new hires based on perceived citizenship status at its St. Francis Pavilion facility, in violation of the Act.

WHEREAS, the Office of Special Counsel and Respondent wish to resolve the current matter without further delay or expense and hereby acknowledge that they voluntarily enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained and to fully and finally resolve this dispute among the parties hereto as of the date of this Agreement, it is agreed as follows:

1. Respondent shall pay a civil penalty to the United States Treasury in the amount of \$88,687 (eighty eight thousand, six hundred eighty seven dollars).
2. The monies discussed in paragraph 1 shall be paid via the FedWire electronic fund transfer system within ten (10) business days from the effective date of this Agreement. The Office of Special Counsel shall provide Respondent with fund transfer instructions. On the day of payment, Respondent shall confirm via email to Adriana Vieco at [Adriana.vieco@usdoj.gov](mailto:Adriana.vieco@usdoj.gov) that payment was made.
3. Respondent shall pay the Charging Party \$44,457 (forty four thousand, four hundred and fifty seven dollars), which includes back pay and accumulated interest on back pay. Respondent may withhold applicable taxes based on the tax rates of the current calendar year. Respondent shall follow the applicable instructions contained in IRS Publication 957.

4. Respondent shall pay [REDACTED] (Injured Party), \$74,856 (seventy four thousand, eight hundred and fifty six dollars), which includes back pay and accumulated interest on back pay. Respondent may withhold applicable taxes based on the tax rates of the current calendar year. Respondent shall follow the applicable instructions contained in IRS Publication 957.
5. On the day the checks discussed in paragraphs 3 and 4 are mailed, Respondent shall send, via email, to Adriana Vieco at [Adriana.Vieco@usdoj.gov](mailto:Adriana.Vieco@usdoj.gov) a copy of such checks and the express delivery service tracking numbers, if applicable.
6. Respondent shall post the Office of Special Counsel "If You Have The Right to Work" poster ("OSC Poster"), in color and measuring no smaller than 11" x 14", 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 at all locations where Respondent engages in business activities. The OSC Poster will be posted within fourteen (14) days from the effective date of this Agreement and will remain posted for two (2) years thereafter. The OSC Poster shall be posted in English and any other available language that is the preferred language of Respondent's employees, if that language is known.
7. Beginning not more than fourteen (14) days from the date that Respondent receives a fully signed copy of this Agreement, Respondent will provide to all applicants a letter-size copy of the OSC Poster in English or 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 a mandatory electronic link to the same OSC Poster(s) with all electronic applications, and Respondent will continue to do so for two (2) years thereafter.
8. For two (2) 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, including 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](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 Citizenship and Immigration Services at [www.uscis.gov](http://www.uscis.gov).
9. Within thirty (30) days from the effective date of this Agreement, Respondent shall revise its employment policies as they relate to nondiscrimination and provide them to the Office of Special Counsel for review and approval. At a minimum, the employment policies shall be revised to:

- (a) Prohibit (1) the request 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 recruiting, hiring, and firing process; and (3) discrimination on the basis of citizenship status or national origin, during the employment eligibility verification and re-verification process.
  - (b) Refer applicants and employees who complain, formally or informally, of discrimination in the hiring, firing, or 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; and
  - (c) 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.
- 10. During the two (2) years following the effective date of this Agreement (the "Reporting Period"), Respondent shall provide any changes in its employment policies as they relate to nondiscrimination on the basis of citizenship status and national origin to the Office of Special Counsel for review at least thirty (30) days prior to the effective date of such revised policies.
- 11. Within ninety (90) days of the effective date of this Agreement, all Human Resources Personnel shall join the Office of Special Counsel's email distribution list, and the Office of Special Counsel shall provide all Human Resources Personnel with training on their responsibilities to comply with 8 U.S.C. § 1324b, the appropriate use of E-Verify, if applicable, and the employment eligibility verification and re-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. Participants shall register for the webinar presentation at a website provided by the Office of Special Counsel.
  - (b) All employees 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.
  - (c) For a period of two (2) years from the effective date of this Agreement, all new Human Resources Personnel Respondent hires after the training described in this paragraph has been conducted shall attend an Office of

Special Counsel Employer/HR webinar within sixty (60) days of hire or promotion. Any individuals who have not been trained within sixty (60) days of commencing duties pursuant to this paragraph shall not be permitted to perform any employment eligibility verification functions until the completion of the required training.

- (d) Respondent shall compile attendance records listing the individuals who attend the training described in this paragraph, including their full name, title, signature, and the date of the training, and send them via email to [Adriana.vieco@usdoj.gov](mailto:Adriana.vieco@usdoj.gov) within ten (10) days of the training session.

12. 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.
13. Every four (4) months during the Reporting Period, Respondent shall provide the Office of Special Counsel with copies of the completed Forms I-9, including attachments, and its E-Verify transaction history, if applicable, for all employees Respondent hired at St. Francis Pavilion in that four-month period. Respondent shall provide the documents in electronic form unless otherwise requested.
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 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.
15. The provisions of paragraph 1 notwithstanding, the Office of Special Counsel shall not seek from Respondent any additional civil penalty for the pattern or practice of unfair documentary practices in violation of 8 U.S.C. § 1324b that are the subject of the parties' litigation through the date the parties sign this Agreement.
16. This Agreement may be enforced in the United States District Court for the Northern District of California or any other court of competent jurisdiction.
17. 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.

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 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 shall not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement invalid.
19. The Office of Special Counsel and Respondent shall bear their own costs, attorneys' fees and other expenses incurred in this action.
20. The "Effective Date" of this Agreement is the date the last signatory executes the Agreement. 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 shall be bound by facsimile signatures.

**Life Generations Healthcare LLC d/b/a Generations Healthcare**

By:   
Thomas Olds, Jr.  
Chief Executive Officer

Dated: 11/20/14

**Office of Special Counsel for Immigration-Related Unfair Employment Practices**

By:   
Alberto Ruisanchez  
Deputy Special Counsel

Dated: 12/4/2014

C. Sebastian Aloit  
Special Litigation Counsel

Adriana Vieco  
Liza Zamd  
Trial Attorneys