

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made and entered into by and between Nevada Yellow Cab Corporation, Nevada Checker Cab Corporation, and Nevada Star Cab Corporation (collectively, "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 April 17, 2013, the Office of Special Counsel notified Respondent that it opened an independent investigation (DJ#197-46-97) ("Investigation") to determine whether Respondent engaged or engages in unfair employment eligibility verification documentary practices in violation of 8 U.S.C. § 1324b of the Immigration and Nationality Act (the "Act").

WHEREAS, the Office of Special Counsel has concluded that there is reasonable cause to believe that Respondent engaged in a pattern and practice of unfair documentary practices in violation of the Act by requiring non-U.S. citizens to provide more and specific documents for employment eligibility verification because of their citizenship or immigration status.

WHEREAS Respondent understands its obligation under 8 U.S.C. § 1324b to treat all individuals equally, without regard to citizenship or immigration status, or national origin, during the hiring, firing, and employment eligibility verification and re-verification processes.

WHEREAS, the Office of Special Counsel and Respondent wish to resolve the Investigation 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 the Investigation 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 four hundred and forty-five thousand dollars (\$445,000.00).
2. Respondent shall pay the monies referenced in paragraph one via the FedWire electronic fund transfer system within ten (10) business days from the date the Office of Special Counsel provides Respondent with fund transfer instructions. On the day of payment, Respondent shall confirm via email to Pablo A. Godoy respectively at Pablo.Godoy@usdoj.gov that payment was made.
3. Respondent shall not 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.
4. Within 14 days of the effective date of this Agreement, Respondent shall electronically post information about the Office of Special Counsel in English and in all other languages designated by the Office of Special Counsel on Respondent's internal television messaging center customarily used to communicate with employees. The content of the electronic posting will be provided by the Office of Special Counsel, and

will inform employees of their rights under 8 U.S.C. § 1324b and how to contact the Office of Special Counsel. The electronic postings will remain in place for at least three (3) years thereafter.

5. 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, 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, 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.
6. Within thirty (30) days from the effective date of this Agreement, Respondent shall revise its employment policies and training materials as they relate to nondiscrimination and provide them for review and approval by the Office of Special Counsel pursuant to paragraph 7, below. The employment policies and training materials shall be revised to:
 - (a) Prohibit (1) requesting for 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 Office of Special Counsel's worker hotline and website, and advise the affected individual of his or her right to call the Office of Special Counsel's hotline or 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.
7. 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 at least twenty (20) days prior to the effective date of such revised policies.

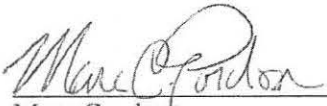
8. Within forty-five (45) days from the date the Office of Special Counsel provides Respondent with the content of advertisements, including text and graphics, Respondent will place the first of six full-page color advertisements in the monthly *Trip Sheet* magazine. Respondent shall place the five additional advertisements in the *Trip Sheet* magazine every other month, beginning the month after the first advertisement is published. The advertisements will contain information about the work of the Office of Special Counsel and will not reference Respondent or the Office of Special Counsel's investigation of Respondent. The Office of Special Counsel will have sole discretion to determine the design and content of such advertisements subject to the standards set forth above. Within ten days of the publication of each advertisement, Respondent shall furnish five copies of the *Trip Sheet* magazine to the Office of Special Counsel.
9. Within ninety (90) days of the effective date of this Agreement, all Human Resources Personnel shall receive training provided or approved by the Office of Special Counsel on their obligation to comply with 8 U.S.C. § 1324b, the appropriate use of E-Verify, and the employment eligibility verification and re-verification process as it relates to discrimination on the basis of citizenship status or national origin.
 - (a) All Human Resources Personnel will be paid their normal rate of pay to attend the training sessions during work hours, and Respondent shall bear any costs associated with this training that the employees would not normally incur.
 - (b) If Respondent elects to have the Office of Special Counsel conduct the training of its Human Resources Personnel, such training will consist of viewing a remote webinar presentation or in-person presentation. Participants shall register for the webinar presentation through a link that the Office of Special Counsel will provide.
 - (c) For a period of three (3) years from the effective date of this Agreement, all new Human Resources Personnel hired by Respondent after the training described in paragraph 9 has been conducted shall attend an Office of Special Counsel Employer/HR webinar within sixty (60) days of hire or promotion. Any individual who has not received such training within sixty (60) days of commencing duties shall not be permitted to perform any employment eligibility verification functions.
 - (d) Respondent shall compile attendance records listing the individuals who attend the training described in this paragraph in the form of an attachment, including their full name, title, signature, and the date of the training, and send them via email to Pablo.Godoy@usdoj.gov within ten (10) days of the training session.
10. During the Reporting Period, the Office of Special Counsel reserves the right to make reasonable inquiries of Respondent necessary to determine Respondent's compliance with this Agreement. As 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.

11. Every four (4) months during the Reporting Period, Respondent shall provide the Office of Special Counsel with a list of the name, hire date, and citizenship status of all individuals it hired during the preceding four (4) months. The Office of Special Counsel may select up to 150 individuals from that list, for which Respondent will submit electronic copies of the individuals' completed Forms I-9, including attachments, within ten (10) days of the Office of Special Counsel's request.
12. 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 sole discretion notify Respondent of the purported violation without opening an investigation. Respondent will then be given thirty (30) days 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.
13. 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.
14. 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 national origin discrimination, citizenship status discrimination or unfair documentary practices in violation of 8 U.S.C. § 1324b that are the subject of the Office of Special Counsel Investigation through the date this Agreement is signed by all parties.
15. This Agreement shall be enforced in the United States District Court Nevada or any other court of competent jurisdiction.
16. 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.
17. 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.

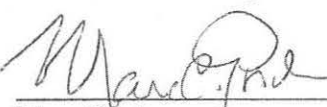
18. The Office of Special Counsel and Respondent shall bear their own costs, attorneys' fees and other expenses incurred in this action.
19. This Agreement shall be executed in multiple counterparts, each of which together will be considered an original but all of which shall constitute one agreement. Facsimile signatures bind the Parties.

Nevada Yellow Cab Corporation,

By: 
Marc Gordon
General Counsel

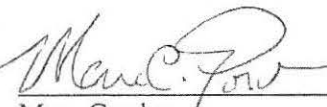
Dated: 10-19-15

Nevada Checker Cab Corporation

By: 
Marc Gordon
General Counsel

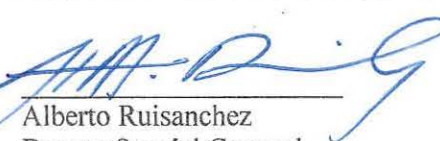
Dated: 10-19-15

Nevada Star Cab Corporation

By: 
Marc Gordon
General Counsel

Dated: 10-19-15

Office of Special Counsel for Immigration-Related Unfair Employment Practices

By: 
Alberto Ruisanchez
Deputy Special Counsel

Dated: 10-20-2015

Sebastian Aloom
Special Litigation Counsel

Pablo A. Godoy
Linda White Andrews
Kayla Gassmann
Trial Attorneys