

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) is made and entered into by and between Youth UpRising (“Respondent”), and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section (“IER”) (together, “the Parties”).

I. BACKGROUND

WHEREAS, on July 27, 2021, IER accepted as complete two charges filed pursuant to 8 U.S.C. § 1324b(b)(1): (1) a charge [REDACTED] (“[REDACTED]”) filed against Respondent, DJ # 197-11-1025, alleging unfair documentary practices; and (2) a charge [REDACTED] (“[REDACTED]”) filed against Respondent, DJ # 197-11-1026, alleging retaliation (collectively “IER Charges”), both in violation of the unfair immigration-related employment practices provisions of 8 U.S.C. § 1324b (“Act”);

WHEREAS, on August 6, 2021, IER notified Respondent that it had initiated an investigation into each of the IER Charges (collectively, “IER Investigation”) to determine whether Respondent had violated 8 U.S.C. § 1324b;

WHEREAS, pursuant to 8 U.S.C. § 1324b(d)(1), IER concluded based on the IER Investigation that there is reasonable cause to believe that Respondent (1) on at least three occasions rejected [REDACTED]’s valid documentation, requested documentation neither required nor acceptable to prove work authorization, and/or unnecessarily required [REDACTED] [REDACTED] to present specific documentation to verify her employment eligibility, because of her citizenship or immigration status, in violation of 8 U.S.C. § 1324b(a)(6); and (2) retaliated against [REDACTED] in violation of 8 U.S.C. § 1324b(a)(5), when it terminated her for, among other things, investigating Respondent’s rejection of [REDACTED] work authorization documents and related issues.

WHEREAS, [REDACTED] and [REDACTED] were compensated for lost wages before IER completed its investigation.

WHEREAS, this Agreement is intended to achieve a complete settlement of the IER Investigations, and does not constitute an admission by Respondent of any violation, breach, or wrongdoing.

WHEREAS, the Parties wish to resolve the IER 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 IER Investigation as of the date of the latest signature below, the Parties agree as follows:

II. TERMS OF SETTLEMENT

1. This Agreement becomes effective as of the date of the latest signature on the dually signed Agreement, which date is referenced herein as the “Effective Date.” The “term of this Agreement” shall be two years following the Effective Date.

2. Respondent shall pay a civil penalty to the United States Treasury in the amount of \$10,360.
3. No later than three calendar days after the Effective Date, Respondent shall provide IER with the name, title, email address, and telephone number of the individual responsible for effectuating payment of the civil penalty. Respondent shall pay the civil penalty referenced in paragraph 2 via the FedWire electronic fund transfer system within 10 business days of the Effective Date or receipt of fund transfer instructions from IER, whichever is later. On the day of payment, Respondent shall send confirmation of the payment to Stacey Young (Stacey.Young2@usdoj.gov) and Coreen Kopper (Coreen.Kopper@usdoj.gov). The email confirming payment shall have Respondent's name and the investigation numbers, DJ #s 197-11-1025 and 197-11-1026, in the subject line.
4. Within 30 calendar days from the Effective Date, Respondent shall offer ██████ reinstatement to the position she previously held, Career Coach Coordinator, with the same wage rate, benefits, terms, and conditions she previously held, plus any wage or benefit increases she would have received if she had not been terminated. ██████ shall accept or decline Respondent's offer of reinstatement within 60 days of the offer date. Respondent shall permit ██████ to begin work at any time of her choosing within 90 days of the offer date. Upon reinstatement, Respondent shall restore any additional retroactive benefits, under the same terms and conditions ██████ would have been eligible to accrue them if she had been continuously employed by Respondent from June 11, 2021 through the date of her reinstatement, including, but not limited to, seniority, vacation days, pension plans, and sick leave that ██████ otherwise would have accrued or been eligible to elect had she not been terminated.
5. Within 30 calendar days from the Effective Date, Respondent shall offer ██████ reinstatement to the position she previously held, Talent & Evaluations Manager, with the same wage rate, benefits, terms, and conditions she previously held, plus any wage or benefit increases she would have received if she had not been terminated. ██████ shall accept or decline Respondent's offer of reinstatement within 60 days of the offer date. Respondent shall permit ██████ to begin work at any time of her choosing within 90 days of the offer date. Upon reinstatement, Respondent shall restore any additional retroactive benefits, under the same terms and conditions ██████ would have been eligible for had she been employed by Respondent from June 4, 2021 through the date of her reinstatement, including, but not limited to, seniority, vacation days, and sick leave, that ██████ otherwise would have accrued or been eligible to elect had she had not been terminated.
6. Pursuant to 8 U.S.C. § 1324b, Respondent shall not discriminate against individuals based on citizenship, immigration status, or national origin, during the recruitment, hiring, firing, and employment eligibility verification and reverification processes (together, the "EEV process"), or intimidate, threaten, coerce, or retaliate against any person for participating in the IER Investigation or exercising any right or privilege secured by 8 U.S.C. § 1324b.
7. Respondent shall remove, and shall not make in the future, any reference to the IER Charges, IER Investigation, or this Agreement in any employment-related records it created or retains regarding ██████ or ██████, and shall not disclose to any employer or prospective

employer of [REDACTED] or [REDACTED] any information or documentation concerning the IER Charges, the IER Investigation, or this Agreement, unless required by law.

8. Respondent shall post an English and Spanish version of the IER “If You Have The Right to Work” poster (“IER Poster”), in color and measuring no smaller than 8.5” x 11”, an image of which is available at <https://www.justice.gov/crt/worker-information#poster>, in all places where notices to employees and job applicants are normally posted. Respondent shall post the IER Posters no later than 14 calendar days after the Effective Date, and the posters will remain posted for the term of this Agreement.
9. Within 60 calendar days of the Effective Date, Respondent will ensure that (1) all individuals who are responsible for formulating, providing training on, or implementing Respondent’s hiring, firing, equal employment, or EEV policies, including all managers and employees with any role in the EEV process (collectively, “Human Resources Personnel”), and (2) each Director of Youth UpRising’s Board of Directors (“Board Director”), receive training regarding their obligations to comply with 8 U.S.C. § 1324b, as follows:
 - A. The training required under this paragraph shall consist of Human Resources Personnel and Board Directors: (i) viewing an IER Employer/HR Representative webinar, which is publicly available at <https://www.justice.gov/crt/webinars>; and (ii) reviewing the IER educational materials regarding 8 U.S.C. § 1324b that IER will identify for Respondent within 30 calendar days of the Effective Date.
 - B. Respondent will pay its Human Resources Personnel and Board Directors who are Respondent’s paid employees their normal rate of pay during the training, and the training will occur during the employees’ normally scheduled workdays and work hours. Respondent shall bear all employee costs, if any, associated with these training sessions.
 - C. Respondent shall compile attendance records listing the individuals who receive the training described in this paragraph, including their full name, job title and/or Board title, and the date(s) of the training sessions, and send the records via email to Stacey Young (Stacey.Young2@usdoj.gov) and Coreen Kopper (Coreen.Kopper@usdoj.gov) (or any other individual IER designates) within 10 calendar days of each training session.
 - D. During the term of the Agreement, all new Board Directors or Human Resources Personnel who assume their duties after the initial training described in this paragraph shall view an IER Employer/HR Representative webinar and review the IER educational materials IER identified pursuant to subparagraph A within 60 calendar days of assuming such duties. Respondent shall compile and send attendance records for these individuals pursuant to subparagraph C within 10 calendar days of the training.

10. No later than 90 calendar days after the Effective Date, Respondent will review any existing employment, hiring, onboarding, and EEV policies and processes and will, as needed, revise or create policies stating that Respondent will:
- A. Honor 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. Not request more or different documents than are required by law when verifying employment eligibility;
 - C. Not reject valid documents due to an individual's citizenship, immigration status, or national origin;
 - D. Permit all employees to present any document or combination of documents acceptable by law for employment eligibility verification;
 - E. Include citizenship, immigration status, and national origin as prohibited bases of discrimination, and ensure inclusion of these bases in any similar Equal Employment Opportunity statements that Respondent includes in printed or electronic materials available to the public or employees;
 - F. Refer applicants and employees who complain, formally or informally, of discrimination in the hiring, firing, or the EEV process to IER by including the following statement: "The Immigrant and Employee Rights Section (IER) can help you with concerns about citizenship status or national origin discrimination in hiring, firing, or recruitment. IER can also help with possible discrimination relating to the Form I-9 process. You can find more information about IER by going to its website at www.justice.gov/ier. You can also speak to someone anonymously by calling IER's toll-free number at 800-255-7688. If you think you have been the victim of employment discrimination relating to citizenship status or national origin (including with the Form I-9 process) or retaliation, you must file a charge with IER within 180 days of the discriminatory act."; and
 - G. Prohibit any reprisal action against any individual for having opposed any employment practice made unlawful by 8 U.S.C. § 1324b, for filing any charge alleging violation(s) of 8 U.S.C. § 1324b, or participating in any lawful manner in any IER investigation or matter.

Respondent shall implement such policies throughout the term of this Agreement.

11. No later than 90 calendar days after the Effective Date, Respondent will review all job application, EEV, and onboarding materials it provides to applicants and employees to ensure that they comply with 8 U.S.C. § 1324b.
12. During the term of this Agreement, Respondent shall ensure that all Human Resources Personnel can readily access the most current version of the USCIS Handbook for Employers (M-274) ("Handbook"), available at www.uscis.gov/I-9Central, and current and future revisions of which are available online at www.uscis.gov.

13. During the term of this Agreement, IER reserves the right to make reasonable inquiries to Respondent to determine Respondent's compliance with this Agreement. As part of such review, IER may require written reports concerning compliance, inspect Respondent's premises, examine witnesses, and examine and copy Respondent's documents. Respondent shall comply with IER's requests within 30 calendar days unless IER grants Respondent additional time to comply.
14. Nothing in this Agreement limits IER's right to inspect Respondent's Forms I-9 and attachments within three business days pursuant to 8 C.F.R. § 274a.2(b)(2)(ii) and 28 C.F.R. § 44.302(b).
15. If IER has reason to believe that Respondent is in violation of any provision of this Agreement, IER may, in its sole discretion, notify Respondent of the purported violation without opening an investigation. Respondent will have 30 calendar days from the date of IER's notification to cure the violation to IER's satisfaction before IER deems Respondent to be in violation of this Agreement.
16. This Agreement does not affect the right of any individual to file a charge with IER alleging an unfair immigration-related employment practice, IER's authority to investigate or file a complaint on behalf of any such individual, or IER's authority to conduct an independent investigation of Respondent's employment practices occurring after the Effective Date or outside the scope of the IER Investigation.
17. This Agreement resolves any and all differences under 8 U.S.C. § 1324b between the Parties relating to the IER Investigation through the Effective Date. IER shall not seek from Respondent any additional civil penalty or relief on behalf of itself or [REDACTED] or [REDACTED], beyond that referenced in this Agreement, for the alleged unfair documentary practices in violation of 8 U.S.C. § 1324b that are the subject of the IER Investigation through the Effective Date.
18. The Parties agree not to argue that this settlement is admissible for any purpose in any type of legal proceeding, except in an action to enforce the terms herein.

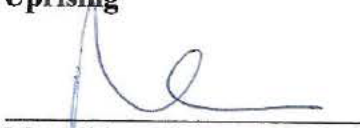
III. ADDITIONAL TERMS OF SETTLEMENT

19. This Agreement is governed by the laws of the United States. This Agreement shall be deemed to have been drafted by both Parties and shall not be construed against any one party in the event of a subsequent dispute concerning the terms of the Agreement. The Parties agree that the paragraphs set forth in Part II of this Agreement (entitled "Terms of Settlement") are material terms.
20. The United States District Court for the Northern District of California shall be the preferred venue for enforcement of any claims over which that court has subject matter jurisdiction. Otherwise, a party must bring any claim or counterclaim to enforce this Agreement in a court of competent jurisdiction. This provision does not constitute a waiver of sovereign immunity or any other defense the United States might have against a claim for enforcement or counterclaims asserted against it.

21. Should any court declare or determine that any provision of this Agreement is illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected and said illegal or invalid part(s), term(s), or provision(s) shall be deemed not to be a part of this Agreement. The Parties shall not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement is invalid.
22. The Parties agree that, as of the Effective Date, litigation concerning the violations of 8 U.S.C. § 1324b that are the subject of the Investigation is not reasonably foreseeable. To the extent that any 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. The Parties shall each bear their own costs, attorneys' fees and other expenses incurred in this action.
24. This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements or understandings between the Parties pertaining to the IER Investigation.
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 electronic or facsimile signatures.

Youth Uprising

By:



Meredith Brown
President of the Board

Dated: 1/5/23

Immigrant and Employee Rights Section

By:



Alberto Ruisanchez
Deputy Special Counsel

Dated: 1-9-2023

Jodi Danis
Special Litigation Counsel

Stacey Young
Coreen Kopper
Trial Attorneys