

## SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT including Attachment A ("AGREEMENT") is made and entered into by and between [Redacted], [Red] family, [Red] heirs, representatives, [Red] properties, successors and assigns (collectively, [Red;Red]), LA FARINE BAKERY and all of its respective current, former, and future parent corporations, subsidiary corporations, officers, owners, shareholders, directors, managers, agents, representatives, employees, attorneys, plans, trusts, administrators, fiduciaries, successors, predecessors and assigns (hereinafter referred to as "LA FARINE") and the United States Department of Justice, Civil Rights Division, Office of Special Counsel for Immigration-Related Unfair Employment Practices (hereinafter referred to as "OSC"), [Redacted]. LA FARINE and OSC are hereinafter referred to collectively as the "Parties."

### RECITALS

A. [Redacted] was employed by LA FARINE from 2008 until 2014. A dispute has arisen between [Redacted] and LA FARINE with regard to [Redacted] employment with LA FARINE. After [Redacted] changed her legal status in the U.S., [Red] presented a valid Social Security Number and Employment Authorization Document in 2013 to LA FARINE, but LA FARINE refused to accept the document.

B. On or about May 18, 2014, [Redacted] filed a Charge with OSC against LA FARINE alleging a violation of the unfair immigration-related employment practices provisions of 8 U.S.C. § 1324b (the "Act"), DJ# 197-11-762 (hereinafter referred to as the "OSC Charge").

C. On or about August 1, 2014, [Redacted] filed a retaliation complaint against LA FARINE with the California Division of Labor Standards Enforcement, State Case No. 36581-SACRCI (hereinafter referred to as the "DLSE Complaint").

D. On August 18, 2014, OSC concluded, based upon its investigation of [Redacted] charge, that there is reasonable cause to believe that LA FARINE rejected [Redacted] valid work authorization documentation because of [Red] citizenship status in violation of 8 U.S.C. § 1324b.

E. LA FARINE denies and disputes the allegations in [Redacted] OSC Charge and DLSE Complaint. LA FARINE understands its responsibilities under the Act 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 process.

F. LA FARINE proposes that the Parties resolve the OSC Charge without further delay or expense. In addition, [Redacted] and LA FARINE desire to end and resolve any and all pending, potential or future disputes between them, including but not limited to the allegations made in the DLSE Complaint.

G. The Parties hereby acknowledge they are voluntarily entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and to fully and finally resolve the OSC Charge and DLSE Complaint as of the date of this Agreement, it is agreed as follows:

## AGREEMENT

### (1) CONSIDERATION

A. As part of and in consideration for [Redacted] signing this Agreement, and in consideration for [Redacted] and OSC's performance of the terms of this Agreement, LA FARINE agrees to pay the sum of Thirty Thousand Dollars and Zero Cents (\$30,000) ("Settlement Amount"), which includes \$19,000 in back and front wages to [Redacted], minus deductions and withholdings and to be reported on a Form W-2, \$7,200 in non-wage damages to [Redacted], to be reported on a Form 1099, and \$3,800 in attorneys' fees, to be reported on a Form 1099. LA FARINE will cause this amount to be delivered to Legal Aid Society-Employment Law Center, 180 Montgomery Street, Suite 600, San Francisco CA 94104, in three checks within thirty (30) days of the Effective Date of this Agreement: (1) one check made payable to [Redacted] for \$19,000, (2) one check made payable to [Redacted] for \$7,200, and (3) one check made payable to the "Legal Aid Society - Employment Law Center" for \$3,800. LA FARINE shall issue [Redacted] a W-2 for the year 2014 under [Redacted] Social Security Number, which she first presented to LA FARINE in 2013. On the day the checks are mailed, LA FARINE shall send via email a copy of the checks to Liza Zamd at [Liza.Zamd@usdoj.gov](mailto:Liza.Zamd@usdoj.gov).

B. LA FARINE shall pay a civil penalty to the United States Treasury in the amount of Three Hundred Dollars and Zero Cents (\$300) ("Civil Penalty"). LA FARINE will pay the Civil Penalty via the FedWire electronic fund transfer system within ten (10) business days of the Effective Date of this Agreement. OSC shall provide LA FARINE with fund transfer instructions. On the day of payment, LA FARINE shall confirm via email to Liza Zamd at [Liza.Zamd@usdoj.gov](mailto:Liza.Zamd@usdoj.gov) that payment was made. OSC shall not seek from LA FARINE any additional civil penalty pertaining to the OSC charge for unfair documentary practices in violation of the Act through the date this Agreement is signed by all parties.

C. LA FARINE shall post the OSC "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. The OSC Poster will be posted within fourteen (14) days of the Effective Date of this Agreement, and will remain posted for three (3) years thereafter. The OSC Poster shall be posted in English and any other available language that is the preferred language of LA FARINE'S employees, if that language is known.

D. For two (2) years from the Effective Date of this Agreement, LA FARINE shall ensure that all individuals who are responsible for formulating, carrying out, and/or conducting training on LA FARINE '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 (hereinafter referred to "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) (hereinafter referred to as "Handbook"), available at [www.uscis.gov/I-9Central](http://www.uscis.gov/I-9Central). Copies of the documents and future revisions of the Form I-9 and Handbook can be obtained from the United States Citizenship and Immigration Services at [www.uscis.gov](http://www.uscis.gov).

E. Within thirty (30) days of the Effective Date of this Agreement, LA FARINE shall revise its employment policies as they relate to nondiscrimination and provide them for review and approval by OSC. The employment policies shall be revised to:

- (i) Prohibit (1) requests 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.
- (ii) 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 OSC by directing the affected individual to the OSC Poster and the OSC's worker hotline and website, and advise the affected individual of his or her right to file a charge of discrimination with the OSC.
- (iii) Prohibit any reprisal action against an employee for having opposed any employment practice made unlawful by the Act, or for filing any charge, or participating in any lawful manner in any investigation or action under the Act.

F. During two (2) years following the Effective Date of this Agreement (the "Reporting Period"), LA FARINE shall provide any changes in employment policies as they relate to nondiscrimination on the basis of citizenship status and national origin to the OSC for approval at least thirty (30) days prior to the effective date of such revised policies.

G. Within ninety (90) days of the Effective Date of this Agreement, all LA FARINE Human Resources Personnel shall join the OSC's email distribution list, and the OSC shall provide all Human Resources Personnel with training on their responsibilities to comply with the Act in the employment eligibility verification and re-verification process.

- (i) The training will consist of viewing a remote webinar presentation. Participants shall register for the webinar presentation upon instructions from OSC.

- (ii) 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. LA FARINE shall bear all costs associated with these training sessions.
- (iii) For a period of two (2) years from the Effective Date of this Agreement, all new Human Resources Personnel hired by LA FARINE after the training described in this paragraph has been conducted shall attend an OSC Employer/HR webinar within sixty (60) days of hire. Any individuals who have not been trained within sixty (60) days of hire pursuant to this paragraph shall not be permitted to perform any employment eligibility verification functions.
- (iv) LA FARINE shall compile attendance records listing the individuals who attend the training described in this paragraph, including their full name, title and signature, as well as the date of the training. LA FARINE shall send such records via email to [Liza.Zamd@usdoj.gov](mailto:Liza.Zamd@usdoj.gov) within ten (10) days of each training session.

H. Every four (4) months during the Reporting Period, LA FARINE shall provide OSC with copies of the completed Forms I-9, including attachments, for all employees LA FARINE hired in that four-month period. LA FARINE shall provide the documents in electronic form unless otherwise requested.

I. This Agreement does not affect the right of any individual to file a charge alleging an unfair immigration related employment practice against LA FARINE with OSC, the authority of OSC to investigate or file a complaint on behalf of any such individual, or the authority of OSC to conduct an independent investigation of Respondent's employment practices.

J. The foregoing consideration shall be deemed full and complete settlement for **Redacted** and the OSC'S claims against LA FARINE, and shall serve to compensate **Redacted** in full for her alleged damages. **Redacted** and the OSC acknowledge LA FARINE does not owe them, or anyone on their behalf, nor shall they become eligible for, any other compensation or benefits from LA FARINE other than the foregoing.

K. OSC and LA FARINE agree that, as of the Effective Date of this Agreement, litigation concerning violations of 8 U.S.C. § 1324b 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.

## (2) MONITORING

A. During the Reporting Period, OSC reserves the right to make reasonable inquiries necessary to determine LA FARINE'S compliance with this Agreement. As a part of such

review, OSC may require written reports concerning compliance, inspect LA FARINE'S premises, examine witnesses, and examine and copy LA FARINE'S documents.

B. If OSC has reason to believe that LA FARINE is in violation of any provision of this Agreement, OSC may in its sole discretion notify LA FARINE of the purported violation without opening an investigation. LA FARINE will then be given a thirty (30) day period from the date it is notified by OSC in which to cure the violation before LA FARINE is deemed by OSC to be in violation of this Agreement.

### (3) CHOICE OF LAW

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed under the laws of said State, regardless of the conflicts of law rules of said state for the claims between **Redacted** and LA FARINE. Claims between OSC and LA FARINE are subject to federal law and may be enforced in the United States District Court for the Northern District of California or any other court of competent jurisdiction.

### (4) NON-ADMISSION OF LIABILITY

**Redacted** and the OSC acknowledge and agree in good faith that this Agreement is the result of a compromise and shall never at any time or for any purpose be considered as an admission of liability or responsibility of the parties hereby released, who continue to deny such liability and to disclaim such responsibility.

### (5) SEVERABILITY

Should any provision of this Agreement be declared or be 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 part of this Agreement. OSC, **Redacted** and LA FARINE shall not, individually or in combination with another, seek to have any court declare or determine any provision of this Agreement invalid.

### (6) COUNTERPARTS

This Agreement may be signed in counterparts, each of which together shall be considered an original but all of which shall constitute one agreement. A facsimile or electronic signature shall have the same force and effect as an original signature, and trigger the obligations under this Agreement.

### (7) NO ACTIONS PENDING

**Redacted** and LA FARINE represent that, other than the OSC Charge and DLSE Complaint filed by **Redacted** neither party has filed any lawsuit, claim, or complaint against the other in any state or federal court, or with any administrative agency or tribunal. Within three (3) business days after payment of the Settlement Sum, the OSC will dismiss the OSC

Charge and **Redacted** will dismiss the DLSE Complaint. The OSC will not investigate any other claims that LA FARINE has engaged or engages in a pattern or practice of discrimination that predate the Effective Date of this Agreement.

**(8) ATTORNEYS' FEES**

Other than the attorneys' fees provided for in paragraph 1 of the Agreement, the Parties shall bear their own costs, attorneys' fees and other expenses incurred in this action.

**(9) ENTIRE AGREEMENT**

This Agreement, including Attachment A, sets forth the entire Agreement between the Parties hereto and fully supersedes any and all prior agreements or understandings between the Parties hereto pertaining to the subject matter thereof. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties, regardless of any party's involvement in its preparation. **Redacted** understands that this Agreement constitutes a full and final settlement of any and all claims and disputes she has or may have against LA FARINE and the RELEASED PARTIES.

**PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

Executed at San Francisco, California, this 24 day of Nov. 2014.

**Redacted**

Executed at Oakland, California, this 18 day of Nov. 2014.

LA FARINE BAKERY

Jeff Dodge  
By: Jeff Dodge

Executed at Washington, DC, this 25 day of Nov. 2014.

OFFICE OF SPECIAL COUNSEL FOR IMMIGRATION-RELATED UNFAIR  
EMPLOYMENT PRACTICES

By: Alberto Ruisanchez  
Alberto Ruisanchez

Deputy Special Counsel

C. Sebastian Aloit  
Special Litigation Counsel

Liza Zamd  
Trial Attorney