

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”), the terms of which are set forth in Part II below, is made and entered into by and between Maxim Healthcare Services (“Respondent”), and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section (“IER”), (together, “the parties”).

### I. BACKGROUND

WHEREAS, on June 30, 2022, IER accepted as complete a charge filed pursuant to 8 U.S.C. § 1324b(b)(1) by [REDACTED] (“Charging Party”) against Respondent, DJ# 197-12C-1726 (the “IER Charge”), alleging unfair documentary practices in violation of the unfair immigration-related employment practices provisions of 8 U.S.C. § 1324b (“Act”);

WHEREAS, IER notified Respondent on July 7, 2022, that it had initiated an investigation of the IER Charge (“IER Investigation”) to determine whether Respondent had violated 8 U.S.C. § 1324b, and that it may examine whether Respondent was engaging in any pattern or practice of discrimination in violation of 8 U.S.C. § 1324b;

WHEREAS, IER concluded based upon its investigation that there is reasonable cause to believe that Respondent engaged in unfair documentary practices in violation of 8 U.S.C. § 1324b(a)(6) by refusing to honor the employment authorization document that Charging Party presented for the Form I-9 because of her citizenship status. Specifically, Respondent rejected the document because the last name on it was different from the last name on her driver’s license and social security card, even though it accepted U.S. passports presented by similarly situated U.S. citizens and accepting a document in those circumstances is permissible under Form I-9 rules. As a result of this document rejection, the Charging Party lost work;

WHEREAS, IER concluded based upon its investigation that there is reasonable cause to believe that Respondent engaged in a pattern or practice of unfair documentary practices in violation of 8 U.S.C. § 1324b(a)(6) at its Gardena, California office from at least January 2021 to at least March 2023 through its policy of reverifying permanent resident cards presented by lawful permanent residents;

WHEREAS, Respondent contends it cooperated fully with IER in the course of its investigation and does not admit to any wrongdoing or liability, including the allegations in the IER charge and investigation; and there have been no adjudicated findings of any unlawful actions, wrongdoing or non-compliance;

WHEREAS, the parties wish to resolve this 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 instant 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 \$7,488.00.
3. The monies discussed in paragraph 2 shall be paid via the FedWire electronic fund transfer system within 10 business days of Respondent’s receipt of a fully signed copy of this Agreement and fund transfer instructions. IER will provide Respondent instructions for the FedWire electronic transfer. Respondent shall send a confirmation of the payment to Allena Martin at [Allena.Martin@usdoj.gov](mailto:Allena.Martin@usdoj.gov) on the day the funds are transferred. The email confirming payment shall have Respondent’s name and the investigation number, DJ# 197-12C-1726, in the subject line.
4. Respondent shall pay the Charging Party \$1,750 in back pay, plus interest calculated at the IRS underpayment rate, compounded daily through the Effective Date, less any withholding required by law. Within three business days of the Effective Date, IER will notify Respondent of the total back pay figure with interest included. Respondent shall deduct any taxes and other required withholdings from the amount due to the Charging Party. Within 30 calendar days of IER’s notice, Respondent shall make the payment to the Charging Party using the method of payment the Charging Party selects. On the day of payment, Respondent shall confirm via email to Allena Martin at [Allena.Martin@usdoj.gov](mailto:Allena.Martin@usdoj.gov) and [IER@usdoj.gov](mailto:IER@usdoj.gov) that payment was made and attach an image of the check or evidence of the other method of payment the Charging Party selected.
5. Within 45 calendar days after remitting the Charging Party’s W-2 form for calendar year 2024 to the Social Security Administration under IRS regulations, and pursuant to the provisions of IRS Publication 957, Respondent shall file a special report to the Social Security Administration allocating the payment made to the Charging Party in paragraph 4 to the appropriate periods in 2022. On the day Respondent submits the documentation, Respondent shall confirm via email to Allena Martin at [Allena.Martin@usdoj.gov](mailto:Allena.Martin@usdoj.gov) and [IER@usdoj.gov](mailto:IER@usdoj.gov) that such documentation was submitted and provide a copy of such documentation.
6. In compliance with 8 U.S.C. § 1324b, Respondent shall not:
  - a. discriminate on the basis of citizenship, immigration status or national origin in violation of 8 U.S.C. § 1324b.
  - b. discriminate in the employment eligibility verification and reverification process; accordingly, Respondent shall (i) 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); (ii) not request more or different

documents than are required by law; and (iii) permit all employees to present any document or combination of documents acceptable by law both at initial hire and during any lawful reverification of continued employment authorization.

- c. 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.
7. Respondent shall post an English and Spanish version of IER’s “If You Have The Right to Work” poster (“IER Poster”), in color and measuring no smaller than 8.5” by 11”, an image of which is available at <https://www.justice.gov/crt/worker-information#poster>, at Respondent’s Gardena, California location in all places where notices to employees and job applicants are normally posted. The IER Poster will be posted within 14 calendar days from the Effective Date and will remain posted for the term of the Agreement.
8. Respondent shall review, and if necessary, create or revise any existing employment policies, training materials, and guidance that relate to hiring, onboarding, or the employment eligibility verification (“EEV”) process, to comply with the requirements in Paragraph 8(a)-(h). Within 60 calendar days of the Effective Date of this Agreement, Respondent shall submit such materials to IER for review and approval; IER’s review is limited to ensuring that such materials comply with 8 U.S.C. § 1324b and this Agreement. Respondent will implement, and distribute as appropriate, the policies, training materials, and guidance within 30 calendar days of IER’s approval. During the term of this Agreement, Respondent shall provide any revisions to such policies, training materials, and guidance to IER for approval at least 30 calendar days prior to the proposed effective date of such revisions. Respondent’s EEV policies, training materials, and guidance shall meet the following requirements:
  - a. Mandate compliance with all applicable Form I-9 and E-Verify rules;
  - b. Prohibit requesting more or different documents than required by law to establish permission to work in the United States, requesting specific EEV documents, or rejecting valid EEV documents, because of an individual’s citizenship, immigration status, or national origin, regardless of whether such actions occur in the hiring, onboarding, or EEV processes;
  - c. Include citizenship status and immigration status as prohibited bases of discrimination—unless required to comply with a law, regulation, executive order, government contract, or Attorney General directive pursuant to 8 U.S.C. § 1324b(a)—as well as national origin. Such prohibitions shall also be included in any Equal Employment Opportunity statements Respondent provides in printed or electronic materials available to the public or employees;
  - d. Set forth how to handle name discrepancies in Form I-9 documentation including: (1) that if an employee presents a document(s) with a different

name than the name entered in Section 1, Respondent's representative reviewing the document(s) will accept the document(s), provided the representative determines the document reasonably appears to be genuine and to relate to the employee, (2) if Respondent's representative determines such document(s) does not reasonably appear to be genuine or to relate to the employee, the representative will ask the employee to present other document(s) from the Form I-9 List of Acceptable Documents, and (3) Respondent's representatives will examine an employee's Form I-9 document(s) with the same level of scrutiny regardless of the employee's citizenship status;

- e. Explain the reverification process, including the types of documents an employee may present for reverification (any document from either List A or List C), and prohibit unnecessary reverification of employees for the Form I-9, including prohibiting reverification of individuals who attested on the Form I-9 to being a lawful permanent resident and presented a Permanent Resident Card at initial hire, and individuals who attested on the Form I-9 to being a noncitizen authorized to work, did not include an expiration date in section 1 of the Form I-9, and presented documents that do not require reverification;
  - f. Include copies of or links to the most current version of the Form I-9, [www.uscis.gov/I-9](http://www.uscis.gov/I-9), the USCIS Employment Eligibility Verification Handbook for Employers (M-274) ("Handbook"), available at <https://www.uscis.gov/i-9-central/form-i-9-resources/handbook-for-employers-m-274>, and the most current USCIS E-Verify Manual (M-775) ("Manual"), available at <https://www.e-verify.gov/e-verify-user-manual>.
  - g. Refer applicants and employees who make a complaint of discrimination based on national origin, citizenship, or immigration status in connection with hiring, firing, recruiting or referring for a fee, or Form I-9 employment eligibility verification and/or reverification promptly to IER by directing the affected individual to the IER Posters, IER's worker hotline (800-255-7688), and IER's website ([www.justice.gov/ier](http://www.justice.gov/ier)), and advise the affected individual of the right to file a charge of discrimination with IER; and
  - h. Provide that Respondent shall not intimidate or take any retaliatory action against any individual for opposing any employment practice made unlawful by 8 U.S.C. § 1324b or which the individual reasonably believes to be unlawful under 8 U.S.C. § 1324b, for filing a charge, or for participating in any investigation or action under 8 U.S.C. § 1324b.
9. Within 30 calendar days of the Effective Date, Respondent shall ensure that any software or other electronic program it uses for EEV purposes is not tracking or prompting for reverification any employees or documents that do not require reverification, including Permanent Resident Cards.

10. Within 90 calendar days of the Effective Date, Respondent shall ensure that all individuals who are responsible for formulating, providing training on, or implementing Respondent's hiring, firing, equal employment, and employment eligibility verification policies, and all individuals at Respondent's Gardena, California location whose job duties involve any part of the EEV process ("Covered Personnel"), receive training on their obligations under 8 U.S.C. § 1324b, as follows:
  - a. The training will consist of participating in an IER-provided free webinar presentation, which will be provided on one or more mutually agreed upon dates, or attending IER's on-demand webinar available at <https://www.justice.gov/crt/video/employer-training-avoiding-unlawful-immigration-related-employment-discrimination>;
  - 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 be responsible for all payroll costs and employee wages associated with these training sessions;
  - c. During the term of the Agreement, all Covered Personnel who assume or resume their duties after the initial training period described in this paragraph has been conducted, shall participate in an online IER Employer/HR webinar, or view the on-demand webinar, within 14 calendar days of assuming or resuming their duties; and
  - d. Respondent shall compile attendance records listing the individuals who attend the training(s) described in this paragraph, including their full name, job title, signature, and the date(s) of the training, and shall send the records via email to Allena Martin at [Allena.Martin@usdoj.gov](mailto:Allena.Martin@usdoj.gov) (or any other individual IER designates in writing) within 14 calendar days of each training session. The emails transmitting attendance records shall have the reference number DJ # 197-12C-1726 in the subject line.
11. During the term of this Agreement, IER reserves the right to make such reasonable inquiries as it, in its discretion, believes necessary or appropriate to assess Respondent's compliance with this Agreement, including but not limited to, requiring written reports from Respondent concerning its compliance; inspecting Respondent's premises; interviewing Respondent's employees, officials or other persons; and requesting copies of Respondent's documents.
12. If IER has reason to believe that Respondent has violated or is violating any provision of this Agreement, IER may exercise its discretion to notify Respondent in writing of the purported violation rather than initiate a new investigation or seek immediate judicial enforcement of the Agreement. Respondent will then be given 30 calendar days from the date IER notifies it in which to cure the violation(s) to IER's satisfaction before IER deems Respondent to be in violation of this Agreement and proceeds to take enforcement actions.

13. 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).
14. This Agreement does not affect the right of any individual to file an IER charge alleging an unfair immigration-related employment practice against Respondent, IER's authority to investigate such charge 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.
16. This Agreement resolves any and all differences under 8 U.S.C. § 1324b between IER and Respondent relating to or encompassed by the IER Investigation through the Effective Date. The provisions of paragraphs 2 and 4 notwithstanding, IER shall not seek from Respondent any additional civil penalty or payments for or relating to the alleged violations of 8 U.S.C. § 1324b, or any other allegations encompassed by or relating to the IER Investigation through the Effective Date.

### **III. OTHER TERMS**

17. This Agreement may be enforced in the United States District Court for the Central District of California. This paragraph, or the initiation of a lawsuit to enforce the Agreement under this paragraph, including any counterclaims asserted, does not constitute and should not be construed as a waiver of sovereign immunity or any other defense the United States might have against a claim for enforcement.
18. The parties agree that, as of the Effective Date of this Agreement, litigation concerning the violations of 8 U.S.C. § 1324b, that IER 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.
19. 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 and the term or provision shall be deemed not to be a part of this Agreement. The parties 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 is invalid.
20. The parties agree to bear their own costs, attorneys' fees and other expenses incurred in this action.
21. 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 subject matter herein.

22. 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.

**Maxim Healthcare Services**

By: May Brown

Dated: 5/8/24

**Immigrant and Employee Rights Section**

By: Alberto Ruisanchez

Dated: 5-15-2024

Alberto Ruisanchez  
Deputy Special Counsel

Julia Heming Segal  
Special Litigation Counsel

Allena Martin  
Trial Attorney