

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into by and among Tuscan Hotel and Casino, LLC ("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 29, 2011, the Office of Special Counsel accepted as complete a charge filed by the Charging Party against Respondent, DJ# 197-46-92 (the "OSC Charge") alleging citizenship status discrimination and unfair documentary practices in violation of the unfair immigration-related employment practices provisions of 8 U.S.C. § 1324b (the "Act").

WHEREAS, the Office of Special Counsel concluded based upon its investigation of the OSC Charge that there is no reasonable cause to believe that Respondent violated the Act with respect to the Charging Party.

WHEREAS, the Office of Special Counsel concluded based upon its investigation of the OSC Charge that there is reasonable cause to believe that Respondent committed a pattern or practice of unfair documentary practices in violation of the Act against non-U.S. citizens during the period from January 2006 to October 2011.

WHEREAS, on May 11, 2012, the Office of Special Counsel filed an administrative complaint with the Office of Chief Administrative Hearing Officer (OCAHO) Case No. 12B00068 (the "Litigation"), alleging immigration-related unfair employment practices by Respondent.

WHEREAS, the Office of Special Counsel and Respondent wish to resolve the OSC Charge and the Litigation 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 resolve all disputes between the parties hereto as of the date of this Agreement, it is agreed as follows:

1. Respondent agrees to pay a civil penalty to the United States Treasury in the amount of forty-nine thousand dollars (\$49,000.00).
2. The monies discussed in paragraph 1 shall be paid via the FedWire electronic fund transfer system within ten (10) business days of Respondent's receipt of a fully signed copy of this Agreement and payment instructions.
3. Respondent agrees to pay [REDACTED] ("Injured Party") two hundred and fifty dollars (\$250), 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.

4. The monies discussed in paragraph 3 shall be paid by cashier's check payable to the [redacted] and mailed, via express delivery service, to the addresses below, within five (5) business days from the date Respondent receives a fully signed copy of this Agreement:



On the same day, a copy of such checks and the express delivery service tracking numbers for each respective mailing shall be sent to Joann Sazama at [joann.sazama@usdoj.gov](mailto:joann.sazama@usdoj.gov).

5. Respondent agrees to follow the applicable instructions contained in IRS Publication 957 and credit the Injured Party's back pay award to the calendar quarters of the years when the back wages would have been earned.
6. Respondent agrees that it shall not discriminate on the basis of citizenship status or national origin in violation of 8 U.S.C. § 1324b.
7. Respondent agrees that it will 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. Respondent shall avoid discrimination in the employment eligibility verification and re-verification process by (a) honoring 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), (b) not requesting more or different information and documents than are required by law, and (c) permitting all employees to present any document or combination of documents acceptable by law.
8. Respondent agrees that it will not intimidate, threaten, coerce, or retaliate against the Charging Party or any other person for his or her participation in this matter or the exercise of any right or privilege secured by 8 U.S.C. § 1324b.
9. Respondent agrees to post an English and Spanish version of the Office of Special Counsel "If You Have The Right to Work" poster ("OSC Poster"), in color and measuring no smaller than 18" x 24", an image of which will be provided by the Office of Special Counsel, in all places where notices to employees and job applicants are normally posted. The Notice will be posted within fourteen (14) days from the effective date of this Agreement and will remain posted for three (3) years thereafter.
10. Beginning not more than fourteen (14) days from the date that Respondent receives a fully signed copy of this Agreement, Respondent will provide a letter-size copy of the OSC Poster in English and 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 English and Spanish versions of the

OSC Poster with all electronic applications, and Respondent will continue to do so for one (1) year thereafter.

11. For three (3) years from the effective date of this Agreement, Respondent agrees to 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 ("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). Copies of these documents and future revisions of the Form I-9, Handbook, can be obtained from the United States Citizenship and Immigration Services at [www.uscis.gov](http://www.uscis.gov).
12. Within thirty (30) days of receipt of a fully signed copy of this Agreement, Respondent will review its employment policies as they relate to nondiscrimination on the basis of citizenship status and national origin and shall, as necessary, revise such policies to:
  - (a) Prohibit (1) the requesting 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 hiring and firing process; and (3) any difference in treatment of individuals, on the basis of citizenship status or national origin, during the Form I-9 employment eligibility verification and re-verification process;
  - (b) Refer applicants and employees who complain, formally or informally, of discrimination in the hiring, firing, or Form I-9 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.
  - (c) Provide that Respondent shall not take 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.

During the three (3) years 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 thirty (30) days prior to the effective date of such revised policies.

13. Within ninety (90) days of receipt of a fully signed copy of this Agreement, the Office of Special Counsel shall provide all Human Resources Personnel with training on their

responsibilities to comply with 8 U.S.C. § 1324b 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. A recording of the webinar shall be provided by the Office of Special Counsel.
  - (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 bear all costs associated with these training sessions;
  - (c) For a period of three years from the effective date of this Agreement, all new Human Resources Personnel hired by Respondent after the training described in this paragraph has been conducted shall attend an OSC Employer/HR webinar within sixty (60) days of hire.
  - (d) Individuals who comply with the training as described in this paragraph shall complete Attachment A, including signatures, as evidence of such compliance. The original of Attachment A, including signatures, will be mailed to the attention of Joann Sazama at the Office of Special Counsel by registered or certified mail, return receipt requested, or via email to joann.sazama@usdoj.gov, within ten (10) days of the training session.
14. 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 at the expense of the Office of Special Counsel.
15. Every six (6) months during the Reporting Period, Respondent shall provide the Office of Special Counsel with copies of the completed Forms I-9, including attachments, for all non-U.S. citizen employees hired by Respondent in that six-month period. Respondent shall provide the documents in electronic form unless requested otherwise.
16. 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 shall promptly notify Respondent of the purported violation. Respondent will then be given a thirty (30) day period from the date it is notified by the Office of Special Counsel in which to cure the violation before Respondent is deemed by the Office of Special Counsel to be in violation of this Agreement.
17. Notwithstanding paragraph 16, 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

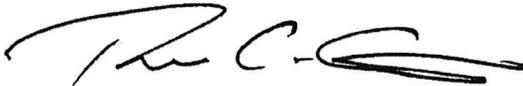
Counsel to investigate or file a complaint on behalf of any such individual, or the authority of the Office of Special Counsel to conduct an independent investigation of Respondent's employment practices.

18. This Agreement resolves any and all differences between the parties relating to the OSC Charge and the Litigation through the date this Agreement is signed by all parties. Neither OSC nor Respondent shall seek any further relief from OCAHO related to the Litigation.
19. 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(a)(6) that are the subject of the OSC Charge and the Litigation through the date this Agreement is signed by all parties.
20. Upon the satisfaction of paragraphs 1-4 of this Agreement, the Office of Special Counsel agrees to dismiss the OSC Charge.
21. Within ten (10) days of compliance with paragraphs 1 and 2, Respondent and the Office of Special Counsel shall notify OCAHO, in the form attached hereto as Attachment B, of this Agreement and request that the Litigation be dismissed with prejudice.
22. This Agreement shall have the same force and effect as a decision and order made by OCAHO after full hearing and may be enforced in the United States District Court for the District of Nevada.
23. The entire record on which any decision and order by OCAHO relating to the Litigation may be based shall consist solely of the complaint, notice of hearing, and any other such pleadings and documents as the Administrative Law Judge shall specify.
24. 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.
25. 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 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 invalid.

26. The Office of Special Counsel, Respondent, and the Charging Party agree to bear their own costs, attorneys' fees and other expenses incurred in this action.
27. 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.

**Tuscany Hotel and Casino, LLC**

By:

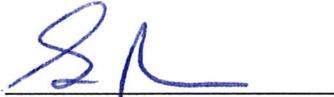


Tom Guth  
General Manager

Dated: 10/10/2012

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

By:



Seema Nanda  
Deputy Special Counsel

Dated: 10/10/12

C. Sebastian Aloit  
Special Litigation Counsel

Ronald H. Lee  
Trial Attorney

Joann Sazama  
Equal Opportunity Specialist