

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement"), the material terms of which are set forth in Part II below, is made between eTeam, Inc. ("Respondent" or "eTeam"), and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section ("IER") (together, "the Parties").

I. BACKGROUND

WHEREAS, IER notified Respondent by letter dated March 14, 2022, that it had initiated an investigation of Respondent under 8 U.S.C. § 1324b(d)(1), identified as DJ #197-48-780 (the "IER Investigation"), to determine whether Respondent engaged in any unfair employment practices prohibited under the anti-discrimination provision of the Immigration and Nationality Act, 8 U.S.C. § 1324b ("Act");

WHEREAS, IER concluded, based upon the IER Investigation, that there is reasonable cause to believe that Respondent engaged in a pattern or practice of recruiting and hiring discrimination based on citizenship status, in violation of 8 U.S.C. § 1324b(a)(1)(B). Specifically, the IER Investigation found that from at least January 1, 2021, to June 30, 2021, and in the month of November 2021, eTeam regularly distributed job advertisements that contained unlawful hiring restrictions based on citizenship status or otherwise screened out candidates based on their citizenship status. The IER Investigation also found that Respondent harmed protected non-U.S. citizens by unlawfully deterring them from applying to the job advertisements and failing to meaningfully consider those who did apply, because of their citizenship or immigration status;

WHEREAS, Respondent contends that its actions were not unlawful and it did not engage in a pattern or practice of discrimination against any of its employees, candidates, or applicants for employment in any other violation of 8 U.S.C. §1324(b), or other applicable law, rule or regulation, and makes no admission of 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 three years following the Effective Date.
2. Respondent shall pay a civil penalty to the United States Treasury in the amount of \$232,500.
3. Respondent shall provide IER with the name, title, email address, telephone number, and

business address of the individual responsible for effectuating payment of the civil penalty no later than five calendar days from the Effective Date. Respondent shall pay the monies in Paragraph 2 via the FedWire electronic fund transfer system within 21 calendar days of receiving fund transfer instructions from IER. Respondent shall send confirmation of the payment to Laura Varela-Addeo and Coreen Kopper (or any other individual(s) IER designates in writing) on the day the payment is made. The emails confirming payment shall have Respondent's name and the investigation number, DJ #197-48-780, in the subject line.

4. Respondent, directly or through recruitment or referral services, shall not:
 - a. Discriminate on the basis of citizenship status, immigration status, or national origin in violation of 8 U.S.C. § 1324b, including not discriminating in recruiting, referring job applicants, hiring, or firing on the basis of citizenship status, immigration status, or national origin except as required to comply with a law, regulation, executive order, government contract, or Attorney General directive and in accordance with Paragraph 4(b)(i);
 - b. Publish, or permit to be published on its behalf, any posting related to a job that contains any reference to, or indicates a hiring restriction or preference based on, citizenship or immigration status unless:
 - i. The employer or client referencing, restricting or preferring such status certifies that an exception under 8 U.S.C. § 1324b(a)(2) applies and provides the basis for the exception; the certification (as set forth in Attachment A ("eTeam Employer Certification")) shall include: the date of the request; the type of citizenship status restriction requested (e.g., U.S. citizens only); the employer's or client's certification that the requested restriction is permissible under 8 U.S.C. § 1324b(a)(2)(C); and the specific law, regulation, executive order, or Attorney General determination, or a direct quote from the pertinent language of the government contract that purportedly provides the basis for the restriction. Respondent shall not approve or post any job advertisement for which the certification is incomplete. The certification instructions for employers and clients must contain the text of or a link to 8 U.S.C. § 1324b(a) and a link to IER's website, and eTeam must maintain digital copies of every certification for the duration of the Agreement and produce such certification(s) to IER within five business days upon request during the term of this Agreement;
 - ii. The employer or client is indicating only whether or not it will sponsor workers.
5. Respondent, whether directly or through its recruiters, contractors or agents, shall not discriminate on the basis of citizenship status, immigration status, or national origin in violation of 8 U.S.C. § 1324b, including not discriminating in its job postings, advertisements, recruitment activities, and consideration of applicants for referral or

hiring. Additionally, Respondent and its recruiters, contractors, and agents shall not discriminate in referring job applicants, hiring, or firing on the basis of citizenship status, immigration status, or national origin, in violation of 8 U.S.C. § 1324b. Respondent, and its recruiters, contractors, and agents shall not 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.

6. 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>, on its website, and in all places where notices to employees and job applicants are normally posted, including the employee portal for payroll and/or timekeeping. The IER Poster will be posted within 14 calendar days from the Effective Date and will remain posted for at least two years thereafter.
7. Within 60 calendar days of the Effective Date, Respondent shall (1) review any existing employment policies and revise such policies, or develop and propose new policies, to prohibit discrimination in job advertisements, recruiting, referrals, hiring, and employment eligibility verification and reverification, including completion of the Form I-9, in violation of 8 U.S.C. § 1324b, and (2) provide them to IER. IER shall review and approve such policies for compliance with 8 U.S.C. § 1324b and this Agreement, and Respondent shall implement the approved policies within 21 calendar days after IER's approval. These revised or new employment policies shall:
 - (a) in accordance with 8 U.S.C. § 1324b, prohibit discrimination on the basis of citizenship or immigration status, and national origin (1) in the recruiting and referral process; (2) in the hiring and firing process; and (3) during the employment eligibility verification and re-verification process;
 - (b) include citizenship, immigration status, and national origin as prohibited bases of discrimination; Respondent shall include these bases of discrimination in any similar Equal Employment Opportunity (EEO) statements Respondent provides in printed or electronic materials, including online job advertisements, to the public or employees;
 - (c) refer applicants and employees who complain, formally or informally, of discrimination based on citizenship, immigration status, or national origin in the recruiting, referring, hiring, firing, or employment eligibility verification and re-verification processes immediately to the Immigrant and Employee Rights Section by directing the affected individual to the IER Poster and IER's worker hotline and website, and advise the affected individual of his or her right to file a charge of discrimination with IER; and
 - (d) prohibit any reprisal action against an individual 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.

8. Within 60 calendar days of the Effective Date, Respondent shall require all recruiters (including any contracted recruiters) and any other employees who assist or engage in drafting, reviewing, disseminating or posting job advertisements (hereinafter "Recruiting Personnel") to attend an IER webinar or appropriate alternative training approved by IER. In addition:
 - (a) 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 of its costs associated with these training sessions, not including IER's webinar platform or other related expenses;
 - (b) During the term of the Agreement, Respondent shall require all Recruiting Personnel, who are hired or contracted by Respondent after the training described in this paragraph has been conducted, to attend an IER Employer/HR webinar training or approved alternative training within 60 calendar days of hire or promotion; and
 - (c) Respondent shall compile attendance records listing the individuals who attend the training described in this paragraph, including each individual's full name, job title, signature, and the date of the training, and send the record via email to Laura Varela-Addeo and Coreen Kopper (or any other individual(s) IER designates in writing) within 10 calendar days of each training session. The emails transmitting attendance records shall have Respondent's name and the investigation number, DJ #197-48-780, in the subject line.

9. Respondent shall pay, pursuant to the process set forth in Attachment B, back pay to each eligible individual ("Claimant") as determined by IER, up to a total of \$325,000 for all Claimants. "Claimant" is defined as: a worker who was a protected individual under 8 U.S.C. § 1324b(a)(3), who:
 - (a) saw or received an advertisement for a position advertised by Respondent between January 1, 2021, and June 30, 2021, or during the month of November 2021, containing a citizenship requirement that excluded the worker based on citizenship status;
 - (b) was otherwise qualified for the position advertised, subject to the provisions of Attachment B; and
 - (c) either (1) expressed interest in the position but was rejected or not considered for it because of citizenship status, or (b) attests that they were deterred from applying to the position because of citizenship status as reflected in a sworn statement.

Should the total amount of back pay exceed \$325,000 each Claimant's back pay will be a prorated portion of the maximum back pay funds made available under this Agreement. Respondents shall withhold applicable taxes on amounts paid to Claimants based on the tax rate of the 2024 calendar year.

10. This Agreement resolves any and all differences between the Parties with respect to the IER Investigation through the Effective Date. IER shall not seek from Respondent any additional civil penalty, beyond that referenced in Paragraph 2, for the citizenship discrimination in violation of 8 U.S.C. § 1324b(a)(1)(B) that was the subject of the IER Investigation through the Effective Date.
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. Nothing in this Agreement limits IER's right to inspect Respondent's Forms I-9 within three business days pursuant to 8 C.F.R. § 274a.2(b)(2)(ii). Respondent shall, at IER's discretion, provide the documents in Excel spreadsheet format unless requested otherwise.
13. 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 rather than initiate a new discrimination investigation or seek to judicially enforce the Agreement. If IER has exercised its discretion to notify Respondent of the purported violation, Respondent shall have 30 calendar days from the date IER notifies it of the purported violation(s) to cure the violation(s) to IER's satisfaction.
14. This Agreement does not affect the right of any individual to file a charge with IER alleging an unfair immigration-related employment practice against Respondent with IER, IER's authority to investigate Respondent 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.


III. ADDITIONAL TERMS OF SETTLEMENT

15. 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, without waiver of either Party's right to argue that other terms in the Agreement are material.

16. The United States District Court for the District of New Jersey 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 the 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.
17. 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 the illegal or invalid term or provision 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.
18. 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 IER Investigation 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. The Parties agree to bear their own costs, attorneys' fees and other expenses incurred in the IER Investigation.
20. 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.
21. 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 shall be bound by electronically transmitted images of original signatures or facsimile signatures.

eTeam, Inc.

By:

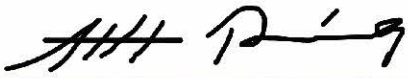


Bipin Thakur
CEO, eTeam, Inc.

Dated: 06/17/2024.

Immigrant and Employee Rights Section

By:



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Dated: 6-20-2024

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