

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”), the material terms of which are set forth in Part II below, is made and entered into by and between Selective Personnel Inc. (“SPI” or “Respondent”) and any successors, and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section (“IER”) (together, “the Parties”).

I. BACKGROUND

WHEREAS, IER notified South Bay Safety Inc. (“SBS”) by letter dated October 12, 2021, that it had initiated an independent investigation of SBS under 8 U.S.C. § 1324b(d)(1), identified as DJ #197-12C-1697 (“the Investigation”), to determine whether SBS 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 its investigation that in November 2022 SPI became a successor in liability to SBS;

WHEREAS, IER concluded based upon its investigation that there is reasonable cause to believe that SBS engaged in a pattern or practice of unfair documentary practices in violation of 8 U.S.C. § 1324b(a)(6) between at least September 2020 and at least October 2022; specifically, the investigation found that SBS’s Bell and Ontario, California offices routinely required Lawful Permanent Residents and Noncitizens Authorized to Work, but not similarly situated U.S. citizens, to produce List A documents during the employment eligibility verification process because of their citizenship or immigration status;

WHEREAS, the Parties wish to resolve the 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 three years following the Effective Date.
2. Respondent shall pay a civil penalty to the United States Treasury in the amount of \$46,050.
3. Except for the payment mentioned in paragraph 2, IER shall not seek from Respondent any additional civil penalty for the alleged violation of 8 U.S.C. § 1324b(a)(6) that is the subject of the Investigation, through the Effective Date.

4. 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. Within two business days of signing this Agreement, Respondent will give to IER the name, business address, email address, and phone number of the individual responsible for effectuating payment. IER will provide instructions to that individual for the FedWire electronic transfer. Respondent shall send a confirmation of the payment to Angela.Miller5@usdoj.gov and Angela.Hollowell-Fuentes@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-1697, in the subject line.
5. 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. 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; or
 - C. Discriminate in the employment eligibility verification and reverification process (together, the "EEV" process).
6. Respondent shall:
 - 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);
 - B. Not request more or different documents than are required by law for the EEV process; and
 - C. 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.
7. Within ten days of the Effective Date, Respondent shall cease use of E-Verify accounts established by any other entity. If Respondent decides to use E-Verify, Respondent shall establish a new E-Verify account in its own name, register every employee who initiates cases in E-Verify as a user, provide every user with the most current version of the USCIS E-Verify Manual (M-775), available at <https://www.e-verify.gov/e-verify-user-manual>, and use E-Verify consistently for every new hire as required by E-Verify rules.
8. 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>, in all places where notices to employees and job applicants are normally posted. The IER Poster will be posted within 14 days from the Effective Date and will remain posted for the duration of this Agreement.

9. Respondent shall prominently post a copy of the Form I-9 Lists of Acceptable Documents (“Lists”) for employees to see, and provide individual copies to workers at the same time as Respondent provides them with the Form I-9 to complete, and shall inform those individuals of their right to choose to present any document(s) that are on the Lists or are otherwise acceptable for purposes of employment eligibility verification.
10. Respondent will ensure that all individuals who are responsible for formulating, providing training on, or implementing Respondent’s hiring, firing, equal employment, or EEV policies, and employees with any role in the EEV process, such as completing Section 2 or Supplement A or B of the Form I-9 or using the E-Verify program (collectively, “Human Resources Personnel”), receive training regarding their obligations to comply with 8 U.S.C. § 1324b, as follows:
 - A. All Human Resources Personnel will attend a live IER Webinar, at a time upon which the Parties mutually agree but within 60 days of the Effective Date, which Respondent will record and make available to its employees.
 - B. Any Human Resources Personnel who are excused for good cause from participating in the live IER Webinar will watch a recording of the training within 30 days of their first availability.
 - C. All Human Resources Personnel will review prior to the live IER Webinar or the recording the following materials:
 - i. The most current version of the USCIS Handbook for Employers (M-274), available at <https://www.uscis.gov/i-9-central/form-i-9-resources/handbook-for-employers-m-274>; and
 - ii. IER’s resource for employers entitled, How Employers Can Avoid Discrimination in the Form I-9 and E-Verify Processes, available at <https://www.justice.gov/crt/page/file/1132606/download>.
 - D. All Human Resources Personnel will take a training assessment test within 30 days of attending or watching the recording of the IER Webinar, as follows:
 - i. IER shall provide the training assessment to Respondent within 30 days of the Effective Date, and Respondent shall administer such assessment to all Human Resources Personnel within 30 days of attending or watching the recording of the IER Webinar.
 - ii. If any individual answers an assessment question incorrectly, Respondent shall, within three days, require the individual who answered incorrectly to consult resources identified in Paragraph 10(C) and answer the question(s) again until the individual answers the question(s) correctly.

iii. Within 10 days after completion of the assessment described in this paragraph, Respondent will provide via email to Angela.Miller5@usdoj.gov and Angela.Hollowell-Fuentesl@usdoj.gov (or any other individual IER designates):

(a) All of the answers each Human Resource Personnel provided including the initial incorrect answers, and

(b) A confirmation/certification that: a) the assessment was given to all Human Resources Personnel, and b) Respondent complied with all provisions in this paragraph.

E. All employees will be paid their normal rate of pay for the time spent attending the training and completing the assessment. These activities will occur during their normally scheduled workdays and work hours. Respondent shall bear all of its costs associated with these training sessions.

F. During the term of the Agreement, all new Human Resources Personnel and personnel involved in the Form I-9 and employment eligibility verification processes shall also receive the training and complete the assessment as described in this paragraph within 60 days of hire or promotion.

11. During the term of this Agreement, Respondent shall ensure that all Human Resources Personnel shall be provided and have available the most current version of the Form I-9 and the USCIS Employment Eligibility Verification Handbook for Employers (M-274) (“Handbook”), available at www.uscis.gov/I-9. Copies of these 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.

12. Within 60 days of the Effective Date of this Agreement, Respondent will review any existing employment policies and revise such policies, or develop and propose new policies, that relate to nondiscrimination in hiring and employment eligibility verification and reverification, including completion of the Form I-9, and provide them to IER. IER shall review and approve such policies to ensure they comply with 8 U.S.C. § 1324b and this Agreement, and Respondent shall implement the approved policies within 15 days after IER’s approval. These revised or new employment policies shall:

A. Prohibit unlawful discrimination on the basis of citizenship or immigration status and national origin (i) in the hiring and firing process and (ii) during the Form I-9 employment eligibility verification and re-verification process;

B. Include citizenship/immigration status and national origin as prohibited bases of discrimination; any similar Equal Employment Opportunity (EEO) statements Respondent includes in printed or electronic materials available to the public or employees shall also include these prohibited bases of discrimination;

- C. Prohibit requesting more or different documents than necessary for initial employment eligibility verification or reverification;
 - D. 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 IER 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
 - E. Prohibit 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.
13. During the term of this Agreement, Respondent shall provide any revisions to employment policies or practices relating to nondiscrimination on the basis of citizenship, immigration status or national origin to IER for approval to Angela.Miller5@usdoj.gov and Angela.Hollowell-Fuentes@usdoj.gov at least 30 days prior to the proposed effective date of such new or revised policies.
14. Within 60 days of the Effective Date, all Human Resources Personnel shall register for e-mail updates from USCIS on the following topics by visiting the following websites:
- A. <https://public.govdelivery.com/accounts/USDHSCIS/subscriber/new>:
 - i. I-9 Central
 - B. <https://public.govdelivery.com/accounts/USDHSCISEVERIFY/subscriber/new>
 - i. Federal Register Announcements;
 - ii. Temporary Protected Status; and
 - iii. Deferred Action for Childhood Arrivals (DACA).
15. 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.
16. 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 each Form I-9 together with copies of any supporting documentation, and all attachments, such as E-Verify printouts, in a PDF file. Each file name should include the individual's first and last name.
17. 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 thirty (30) days from the date it is notified by IER of the purported violation(s) to cure the violation(s) to IER's satisfaction.

18. This Agreement does not affect the right of any individual to file a charge 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 Investigation.
19. This Agreement resolves any and all differences between the Parties relating to independent investigation DJ #197-12C-1697 through the Effective Date of this Agreement.

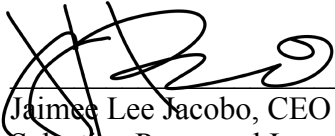
III. OTHER TERMS

20. This Agreement may be enforced in the United States District Court for the Southern 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.
21. 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.
22. 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.
23. The Parties agree to 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 subject matter herein. 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.

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 facsimile signatures.

Selective Personnel Inc.

By:



Jaimee Lee Jacobo, CEO
Selective Personnel Inc.
11518 Telegraph Road, Ste 255
Santa Fe Springs, CA 90670

Dated: 06/04/2024

Immigrant and Employee Rights Section

By:



Alberto Ruisanchez
Deputy Special Counsel

Dated: 6-17-2024

Julia Heming Segal
Special Litigation Counsel

Angela J. Miller
Trial Attorney

Angela Hollowell-Fuentes
Trial Attorney