

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”) is entered into by and between Randstad North America, Inc. (“Respondent”) and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section (“IER”) (together, “the Parties”).

I. BACKGROUND

WHEREAS, on March 2, 2018, IER accepted as complete a charge filed pursuant to 8 U.S.C. § 1324b(b)(1) by [REDACTED] (“Charging Party”) against Respondent, DJ# 197-48-692 (the “Charge”), alleging unfair documentary practices and hiring discrimination based on citizenship status in violation of 8 U.S.C. § 1324b (“Act”);

WHEREAS, on March 8, 2018, IER notified Respondent that it had initiated an investigation (the “IER Investigation”) of the Charge, and that the IER Investigation may also include whether Respondent engaged in any pattern or practice of discrimination in violation of 8 U.S.C. § 1324b;

WHEREAS, the IER Investigation determined that there is reasonable cause to believe that at its South Plainfield, New Jersey location (“South Plainfield branch”), Respondent engaged in a pattern or practice of requiring unnecessary and specific documents from Lawful Permanent Residents (“LPR”), such as a Permanent Resident Card, to establish their employment authorization and begin working even when they already had provided sufficient valid documentation, while not imposing a similar requirement on U.S. citizens;

WHEREAS, the IER Investigation also determined that there is reasonable cause to believe that Respondent’s South Plainfield branch (1) subjected the Charging Party, an LPR, to this discriminatory practice on two occasions, in violation of 8 U.S.C. 1324b(a)(6), and (2) refused to hire the Charging Party for an available position because of the Charging Party’s citizenship status, in violation of 8 U.S.C. §1324b(a)(1);

WHEREAS, the Parties wish to resolve the claims raised in the Charge and by 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 below and to fully and finally resolve the IER Investigation as of the date of this Agreement, 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 civil penalties to the United States Treasury in the amount of \$135,000.
3. Respondent shall provide IER with the name, title, email address, and telephone number of the individual responsible for effectuating payment of the civil penalties no later than the Effective Date. Respondent shall pay the monies discussed in paragraph 2 via the FedWire electronic fund transfer system within ten (10) business days of receiving fund transfer instructions from IER. On the day of payment, Respondent shall send confirmation of the payment to Sejal Jhaveri at sejal.jhaveri@usdoj.gov and IER@usdoj.gov. The email confirming payment shall have Respondent’s name and the investigation number, DJ # 197-48-692, in the subject line.
4. Respondent shall pay the Charging Party \$909 for lost wages and interest thereon, as a result of Respondent’s failure to hire her. Respondent may withhold applicable taxes based on the tax rate of the current calendar year. Respondent shall follow the applicable instructions contained in IRS Publication 957.
5. Pursuant to 8 U.S.C. § 1324b, Respondent shall not discriminate against applicants or employees based on citizenship, immigration status, or national origin, during the recruitment, hiring, firing, and employment eligibility verification or reverification (together, “EEV”) process.
6. Respondent shall avoid discrimination in the EEV 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 documents than are required by law; (c) not rejecting valid documents due to an individual’s citizenship, immigration status, or national origin; and (d) permitting all employees to present any document or combination of documents acceptable by law.
7. Respondent shall remove, and shall not make in the future, any reference to the IER Investigation or this Agreement in the Charging Party’s personnel file and other employment records.
8. Respondent shall not disclose to any employer or prospective employer of the Charging Party any information or documentation related to the Charging Party’s Charge, unless required to do so by law.

9. Respondent shall not intimidate, threaten, coerce, or retaliate against any person for his or her participation in an IER investigation or exercise of any right or privilege secured by 8 U.S.C. § 1324b.
10. For the term of this Agreement, Respondent shall post at its South Plainfield branch, the IER “If You Have The Right to Work” poster (“IER Poster”), in color and measuring no smaller than 8.5” x 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. Respondent will post the IER Poster in English and Spanish.
11. Within 60 days of the Effective Date, Respondent shall revise and/or create employment policies for its South Plainfield branch that:
 - a. Prohibit requesting more or different Form I-9 documents, specifying Form I-9 documents, or rejecting reasonably-genuine Form I-9 documents, because of an individual’s citizenship, immigration status, or national origin.
 - b. 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.
12. Within 90 days of the Effective Date, all employees of Respondent’s South Plainfield branch who have any responsibility for training, supervising, participating in, or completing any portion of the employment eligibility verification process (including reviewing documentation that individuals may use to complete the Form I-9) (collectively, “HR personnel”), shall:
 - a. Attend a free IER training on their obligation to comply with 8 U.S.C. § 1324b, as follows:
 - i. The training shall consist of viewing the IER Employer/HR Representative webinar presentation, and participants shall register at <https://www.justice.gov/crt/webinars>.
 - ii. All HR personnel will be paid the normal rate of pay during the training, the training will occur during the normally scheduled workday and work hours, and Respondent shall bear all costs associated with any training sessions.
 - iii. Respondent shall confirm HR personnel attendance at each training session via email to Sejal.Jhaveri@usdoj.gov (or any other person who IER designates) within 10 days of completion. The

email will identify the names of the HR personnel attending the training and the date each individual attended the training.

- iv. During the term of this Agreement, all new HR personnel hired or promoted after the training described in this paragraph has been conducted, shall attend an IER Employer/HR webinar within 60 days of hire or promotion.
- b. Complete the training assessment tool (Attachment A) to confirm their understanding of proper Form I-9 procedures, as described herein:
- i. At least 14 days before it implements the training assessment tool, Respondent shall provide for IER's review and approval a copy of any guides or training materials Respondent typically provides to its employees regarding the employment eligibility verification process and any third-party software online electronic system it uses to assist or complete the employment eligibility verification process.
 - ii. Respondent shall require HR personnel to answer the 20 multiple-choice assessment questions in Attachment A. In advance of the assessment, Respondent shall provide employees with the United States Citizenship and Immigration Services Handbook for Employers (M-274), Form I-9 Instructions, and Respondent's training materials (after IER has completed its review as indicated above).
 - iii. After administering the assessment, Respondent shall review and score each HR personnel's responses to the assessment questions. If any HR personnel selects an incorrect response, Respondent shall, within seven days, inform the individual that the answer is incorrect, administer the question(s) again, and require the individual to indicate where in the M-274, Form I-9 Instructions or Respondent's training materials the individual found the correct answer. Respondent will re-administer the assessment tool questions until each HR personnel submits a correct response to each question.
 - iv. Throughout the term of this Agreement, Respondent shall provide a copy of the most current version of the Form I-9 Lists of Acceptable Documents ("Lists") to individuals at the same time and in the same manner as Respondent provides them with the Form I-9 to complete, and shall inform those individuals of their right to choose to present any documentation that is on the Lists or is otherwise acceptable for purposes of employment eligibility verification or reverification.

13. During the term of this Agreement, IER reserves the right to make reasonable inquiries to Respondent as necessary to determine Respondent's compliance with this Agreement.
14. 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 without opening an investigation. Respondent will then have 30 days from the date of IER's notification to cure the violation to IER's satisfaction before IER deems Respondent to be in violation of this Agreement.
15. This Agreement resolves any and all differences under 8 U.S.C. § 1324b between the Parties relating to the Charge and the IER Investigation through the Effective Date. IER shall not seek from Respondent any additional civil penalty or relief on behalf of the Charging Party, beyond that referenced in this Agreement.
16. This Agreement does not affect the right of any individual, other than the instant Charging Party with respect to her charge allegations encompassed in the IER Investigation, alleging an unfair immigration-related employment practice against Respondent, IER's authority to investigate or file a complaint on behalf of any such individual, or IER's authority to conduct an independent investigation of Respondent's employment practices that are not encompassed within the IER Investigation or that arise after the Effective Date.

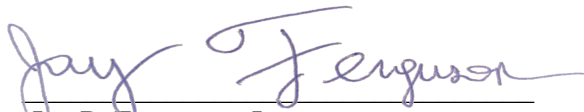
III. ADDITIONAL TERMS OF SETTLEMENT

17. 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. 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.
18. The United States District Court for New Jersey shall be the preferred venue for 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 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 or counterclaims asserted against it.

19. The Parties agree that, as of the Effective Date, 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 any 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.
20. 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 shall not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement is invalid.
21. The Parties shall bear their own costs, attorneys' fees, and other expenses incurred in this action.
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 shall be bound by facsimile signatures and signatures electronically drawn and transmitted.

Randstad North America, Inc.

By:



Date: April 29, 2020

Jay P. Ferguson, Jr.
Chief Legal Officer

Immigrant and Employee Rights Section

By:



Date: 5/7/20

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