

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”), the terms of which are set forth in Part II below, is made and entered into by and between JMJ Talent Solutions, Inc. (“Respondent”), and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section (“IER”) (collectively, “the Parties”).

I. BACKGROUND

WHEREAS, on October 11, 2019, IER accepted as complete a charge filed pursuant to 8 U.S.C. § 1324b(b)(1) by ██████ (“Charging Party”) against Respondent, DJ # 197-26-46 (“IER Charge”), alleging unfair documentary practices in violation of the anti-discrimination provision of the Immigration and Nationality Act, 8 U.S.C. § 1324b;

WHEREAS, on October 19, 2019, IER notified Respondent that it had initiated an investigation of the IER Charge (“Investigation”) to determine whether Respondent had violated 8 U.S.C. § 1324b;

WHEREAS, pursuant to 8 U.S.C. § 1324b(d)(1), IER concluded based on the Investigation that there is reasonable cause to believe that Respondent discriminated against the Charging Party and two other non-U.S. citizens (collectively, “Injured Parties”) based on citizenship status, in violation of the Immigration and Nationality Act, 8 U.S.C. § 1324b(a)(6), when it asked for more or different documents than were legally required to prove their authorization to work in the United States. Specifically, the Investigation determined that Respondent (1) requested that Charging Party present specific employment eligibility verification (“EEV”) documents issued by the Department of Homeland Security for employment eligibility verification based on her citizenship or immigration status after having rejected the valid EEV documentation Charging Party presented and (2) requested that two other lawful permanent residents present documentation issued by the Department of Homeland Security for EEV based on their citizenship or immigration status;

WHEREAS, Respondent did not allow the Charging Party to begin working after she was unable to provide the specific EEV documents Respondent requested from her;

WHEREAS, during the Investigation, Respondent offered to rehire Charging Party and gave her back pay for the work she missed due to Respondent’s unlawful document request;

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 IER Investigation as of the date of the last signature below, the Parties agree as follows:

II. TERMS OF SETTLEMENT

1. This Agreement becomes effective on the date that the last Party signs it (“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 \$3,150.00.
3. Within five calendar days of the Effective Date, Respondent shall provide IER with the name, title, email address, and phone number of the individual responsible for effectuating payment of the civil penalty.
4. Within 10 days of the Effective Date or receipt of fund transfer instructions from IER, whichever is later, Respondent shall pay the civil penalty discussed in Paragraph 2 via the FedWire electronic fund transfer system. On the day of payment, Respondent shall send confirmation of the payment to William Hanrahan (william.hanrahan@usdoj.gov) or whoever else IER designates in writing to receive such communications. The email confirming payment shall have Respondent's name and the investigation number, DJ # 197-26-46, in the subject line.
5. Except as set forth in Paragraph 2, IER shall not seek from Respondent any additional civil penalty for the discrimination against the Injured Parties in violation of 8 U.S.C. § 1324b that was the subject of the Investigation, through the Effective Date.
6. In accordance with 8 U.S.C. § 1324b:
 - a. Respondent shall not discriminate on the basis of citizenship status (which includes immigration status) in hiring, discharge, or recruitment or referral for a fee except as permitted under 8 U.S.C. 1324b(b)(2)(C).
 - b. Respondent shall not discriminate on the basis of national origin in hiring, discharge, or recruitment or referral for a fee.
 - c. Respondent shall not discriminate on the basis of citizenship status or national origin during the EEV process, which includes reverification.
 - d. Respondent shall (i) honor all EEV documentation that satisfies the requirements of 8 U.S.C. § 1324a(b) and reasonably appears to be genuine and to relate to the person presenting it, (ii) not request more or different documentation than required by law for EEV; (iii) not request specific documentation for EEV; and (iv) permit all employees to present their choice of valid document(s) for EEV, including for reverification when reverification is required by law.
 - e. Respondent shall not intimidate, threaten, coerce, or retaliate against any person for the purpose of interfering with a right or privilege secured by 8 U.S.C. § 1324b or because of the person's participation in any IER investigation, intention to file a charge with IER, or exercise of any other right or privilege secured by 8 U.S.C. § 1324b, including, but not limited to, complaining formally or informally about or opposing conduct that the person believes violates 8 U.S.C. § 1324b.
7. Respondent shall remove, and shall not make in the future, any reference to the IER Charge, Investigation, or this Agreement in any employment-related records it created or retains regarding the Charging Party and Injured Parties, and shall not disclose to any employer or

prospective employer of the Charging Party or Injured Parties any information or documentation concerning the IER Charge, the Investigation, or this Agreement.

8. Within 15 days of the Effective Date, Respondent shall post an English version and Spanish version of the IER "If You Have The Right to Work" poster ("IER Poster") in color measuring no smaller than 8.5" x 11" (available at <https://www.justice.gov/crt/worker-information#poster>) in all places where Respondent normally posts notices to employees and job applicants and shall keep them posted for at least the term of this Agreement or as long as Respondent is enrolled in E-Verify, whichever is longer.
9. Within 90 days of the Effective Date, Respondent shall ensure that all of its employees who have any job responsibilities that involve hiring, discharge, or the EEV process (which includes E-Verify and Form I-9) (collectively, "HR Personnel") participate in training regarding Respondent's obligations to comply with 8 U.S.C. § 1324b.
 - a. The training required under this paragraph shall consist of HR Personnel doing the following: attending an IER Employer/HR Representative webinar, which is publicly available at <https://www.justice.gov/crt/webinars>; attending an E-Verify training for E-Verify Existing Users, which is publicly available at <https://www.e-verify.gov/about-e-verify/e-verify-webinars>; and reviewing the IER employer educational materials regarding 8 U.S.C. § 1324b, which are publicly available at <https://www.justice.gov/crt/employer-information>.
 - b. Respondent shall pay each employee who attends the training his or her normal rate of pay for the time spent at the training and shall bear all costs associated with the training.
 - c. Within 15 days of the training session, Respondent shall compile and send via email to William Hanrahan at william.hanrahan@usdoj.gov or any other personnel IER designates in writing, attendance records for each training listing all individuals who attended the training, including each attendee's full name, job title, and signature certifying attendance at the training.
 - d. During the term of the Agreement, all new HR Personnel who assume their duties after the initial training described in this paragraph shall attend an IER Employer/HR Representative webinar and E-Verify webinar, and review IER's employer educational materials per subparagraph 9a above, within 60 days of assuming such duties. Respondent shall compile and send attendance records for these individuals pursuant to Subparagraph 9c within 15 days of the training session.
10. Within 90 days after the Effective Date, Respondent will review any existing employment policies that relate to nondiscrimination based on legally protected traits or characteristics. If no such policies exist, Respondent shall create them. Such revised or new policies shall:
 - a. Prohibit requesting more or different documents or specific documents for EEV or rejecting valid EEV documents based on citizenship status, immigration status, or national origin.

- b. Include citizenship status, immigration status, and national origin as prohibited bases of discrimination. Respondent shall also ensure such bases are included in equal employment opportunity or non-discrimination statements that Respondent publishes in print or online for its employees or the public.
 - c. Refer applicants and employees who complain, formally or informally, of discrimination in hiring, discharge, or the EEV process to IER using the following statement “The Immigrant and Employee Rights Section (IER) may be able help you with concerns about citizenship status or national origin discrimination in hiring, firing, recruitment, or the employment eligibility verification, such as E-Verify or Form I-9. You can find more information about IER by going to its website at www.justice.gov/ier. You can also speak to someone anonymously by calling IER’s toll-free number at 800-255-7688. If you think you have been the victim of employment discrimination or retaliation relating to citizenship status or national origin discrimination (including with the Form I-9 or E-Verify processes), you must file a charge with IER within 180 days of the alleged discrimination.”
 - d. Prohibit retaliation against any individual for engaging in activity protected under 8 U.S.C. § 1324b, including, but not limited to, opposing employment practices made unlawful by 8 U.S.C. § 1324b, filing a charge or complaint alleging violation(s) of 8 U.S.C. § 1324b, or participating in any IER investigation or other administrative proceedings under 8 U.S.C. § 1324b.
11. Within 90 days after the Effective Date, Respondent will review all of its job applications and onboarding materials it provides to applicants and employees to ensure that they comply with 8 U.S.C. § 1324b.
12. During the term of this Agreement, Respondent shall ensure that all individuals who are considered HR Personnel as defined in paragraph 9 can readily access the following documents, which are available online at www.uscis.gov:
- a. the current version of the USCIS Handbook for Employers (M-274) (“Handbook”), available at www.uscis.gov/I-9Central, and
 - b. the current version of the USCIS E-Verify Manual (M-775) (“Manual”), available at www.uscis.gov/e-verify/publications/manuals-and-guides/e-verify-user-manual.
13. 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 reviewing copies of Respondent’s records.
14. 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. Upon IER’s request, Respondent shall provide copies of its Forms I-9 and supporting documentation and, if available or exportable, its Form I-9 data in spreadsheet format via email within 15 days of IER’s request.

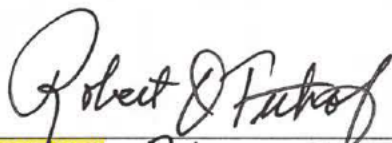
15. If IER has reason to believe that Respondent is in violation of any provision of this Agreement, IER may, in its sole discretion, notify Respondent of the purported violation before initiating a new discrimination investigation or seeking to judicially enforce the Agreement. Respondent shall have 30 days from the date IER notifies it of a purported violation to cure the violation to IER's satisfaction.
16. This Agreement does not affect the right of any individual to file a charge alleging an unfair immigration-related employment practice against Respondent, IER's authority to investigate such a charge, or IER's authority to conduct an independent investigation of Respondent's employment practices.
17. This Agreement resolves any and all differences under 8 U.S.C. § 1324b between the Parties relating to the Investigation.

III. OTHER TERMS

18. 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. The Parties agree that the paragraphs set forth in Part II of this Agreement (entitled "Terms of Settlement") are material terms.
19. The United States District Court for the Northern District of Indiana 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 this Agreement in a court of competent jurisdiction.
20. Nothing in this Agreement constitutes a waiver of sovereign immunity or any other defense the United States might have against a claim for enforcement or counterclaims asserted against it.
21. If a court declares any provision of this Agreement to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected and said illegal or invalid part(s), term(s), or provision(s) 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 any provision of this Agreement invalid. For purposes of interpreting this agreement, both Parties shall be deemed to have drafted it.
22. 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 Investigation 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.
23. The Parties shall each bear their own costs, attorneys' fees, and other expenses incurred in this action.

24. This Agreement sets forth the entire agreement between the Parties concerning resolution of the Investigation and fully supersedes any and all prior agreements or understandings between the Parties pertaining to the Investigation.
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 electronically transmitted signatures.

JMJ Talent Solutions, Inc.

By: 
[NAME] Robert J. Tithof
[TITLE] President

Dated: 4/25/2022

Immigrant and Employee Rights Section

By: 

Dated: 5-17-2022

Alberto Ruisanchez
Deputy Special Counsel

Jodi Danis
Special Litigation Counsel

William Hanrahan
Trial Attorney

Katelyn Davis
Equal Opportunity Specialist