

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into by and between Infosoft Solutions LLC, d/b/a KForce Tech LLC ("Infosoft" or "Respondent") and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section ("IER") (together, the "Parties").

I. BACKGROUND

WHEREAS, on July 13, 2021, the Charging Party filed a charge against Respondent, designated as DJ # 197-48-770 ("Charge"), alleging violations of the anti-discrimination provision of the Immigration and Nationality Act, 8 U.S.C. § 1324b(a)(1). WHEREAS, on July 19, 2021, IER accepted the Charge as complete and, on July 22, 2021, IER notified Respondent and the Charging Party that it had initiated an investigation based on the Charge ("Investigation").

WHEREAS, IER concluded based upon the Investigation that there is reasonable cause to believe that Infosoft engaged in citizenship status discrimination in hiring and/or recruitment for a fee by posting at least six advertisements that announced a preference for individuals with temporary visas, thereby deterring protected U.S. citizens, U.S. nationals, asylees and refugees from applying, in violation of 8 U.S.C. § 1324b(a)(1);

WHEREAS, IER concluded based upon the Investigation that there is reasonable cause to believe that Infosoft engaged in national origin discrimination in hiring and/or recruitment for a fee by posting at least one advertisement that expressed a preference for individuals from India, thereby deterring individuals who are not from India from applying, in violation of 8 U.S.C. § 1324b(a)(1);

WHEREAS, Respondent denies that it engaged in any pattern or practice of hiring discrimination based on citizenship status or national origin in violation of 8 U.S.C. § 1324b(a)(1);

WHEREAS, the Parties wish to resolve the Investigation's findings without further delay or expense, to avoid the uncertainty and costs of litigation, and hereby acknowledge that they each are voluntarily and freely entering into this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained below, and to fully and finally resolve the Investigation's findings 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 below, which date is referenced hereafter as the "Effective Date," and shall have a term of two and one-half years (30 months) beginning from the Effective Date.

2. Infosoft shall pay a civil penalty to the United States Treasury in the amount of \$25,500.00. The monies discussed in this paragraph shall be paid via the FedWire electronic fund transfer system within 10 business days of the Effective Date of this Agreement or receipt of fund transfer instructions from IER pursuant to paragraph 3, whichever is later.
3. Infosoft shall provide IER with the name, title, email address, and telephone number of the individual responsible for effectuating payment of the civil penalty no later than five business days after the Effective Date of this Agreement. On the day of payment, Infosoft shall send confirmation of the payment to Tamara Hoflejzer and Katelyn Davis by email at Tamara.Hoflejzer@usdoj.gov and Katelyn.Davis@usdoj.gov. The email confirming payment shall have Infosoft's name and reference DJ# 197-48-770 in the subject line.
4. The provisions of paragraph 2 notwithstanding, IER shall not seek from Infosoft any additional civil penalty for any other alleged citizenship status or national origin discrimination in hiring or recruitment or referral for a fee in violation of 8 U.S.C. § 1324b that is the subject of the IER Investigation through the Effective Date.
5. Infosoft, directly or through its agents, 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; or
 - b. intimidate, threaten, coerce, or retaliate against any person for his or her participation in the IER Investigation or the exercise of any right or privilege secured by 8 U.S.C. § 1324b.
6. Infosoft, directly or through its agents, shall not reference any specific citizenship status, immigration status, visa category, or national origin any place in any job advertisement it publishes or permits to be published by a third party on its behalf, including in the job title, visible tags or job category fields, or body of the job advertisement, unless such a reference or a restriction on workers who would perform a specific advertised position is required to comply with a law, regulation, executive order, government contract, or Attorney General directive.
7. Regardless of its customers' preferences, Infosoft shall not implement or amplify any citizenship status restriction, preference, or limitation unless necessary in order to comply with a law, regulation, executive order, government contract, or Attorney General directive. To ensure Respondent's employees and agents do not unnecessarily and unlawfully exclude individuals in the recruiting or hiring process based on citizenship status, Respondent (within 21 days of the Effective Date) will require all of its employees or agents with responsibilities for recruiting to review the IER Information for Employers About Citizenship Status Discrimination Flyer

(<https://www.justice.gov/crt/page/file/1080256/download>). Respondent will require each such employee or agent to acknowledge in writing their review of the Flyer, and shall, upon IER's request, provide copies of the written acknowledgments.

8. Infosoft shall ensure that its job postings, advertisements, recruiting, and hiring do not a) unlawfully exclude from consideration or discourage applications from individuals who are authorized to work in the United States, based on their citizenship or immigration status, in violation of 8 U.S.C. § 1324b; or b) unlawfully exclude from consideration or discourage applications from individuals based on their national origin in violation of 8 U.S.C. § 1324b.
9. Infosoft shall post on its website and all its job postings an image or link to the IER "If You Have the Right to Work" poster .PDF file ("IER Poster"), an image of which is available at <https://www.justice.gov/crt/worker-information#poster>. Respondent shall post and/or transmit via link the IER Poster starting no later than 21 days from the Effective Date, and shall do so for at least the term of this Agreement.
10. Within 60 days of the Effective Date, Infosoft shall create (or revise) and implement employment policies, to the extent it has not already done so, that:
 - a. prohibit unlawful discrimination on the basis of citizenship status, immigration status, or national origin in the hiring, firing, and/or recruitment or referral for a fee processes;
 - b. include citizenship status, immigration status, and national origin as prohibited bases of discrimination; such prohibitions shall also be included in any Equal Employment Opportunity (EEO) statements Respondent provides in printed or electronic materials available to the public or employees;
 - c. refer applicants and employees who make a complaint of discrimination based on citizenship, immigration status, or national origin in connection with hiring, firing, or recruitment or referral for a fee, to IER's worker hotline (800-255-7688), and IER's website (www.justice.gov/ier), and advise the affected individual of his or her right to file a charge of discrimination with IER; and
 - d. provide that Infosoft shall not intimidate or take any retaliatory action against any individual for engaging in protected conduct, such as opposing any employment practice made unlawful by 8 U.S.C. § 1324b or which the individual reasonably believes to be unlawful under 8 U.S.C. § 1324b, filing any charge, or participating in any investigation or action under 8 U.S.C. § 1324b.
11. During the term of this Agreement, Infosoft shall include in any new or renewed contract for recruiting services a provision requiring recruiters to comply with the policies referenced in paragraphs 10(a)-(d), and shall require them to sign an acknowledgment that they will comply with the requirements set forth in paragraphs 5-8 of this Agreement when engaging in recruiting activities on behalf of Respondent.

12. Within 90 days of the Effective Date, Infosoft shall require all employees, agents, and recruiters (including contracted recruiters) with any role in recruiting (including advertising positions and communicating with potential candidates), vetting, or nominating potential candidates for employment to clients (collectively, "Recruiting Personnel"), to attend an IER webinar on their obligations to comply with 8 U.S.C. § 1324b, and the limited exceptions to the prohibition against hiring discrimination based on citizenship status. In addition:
 - a. The training will consist of participating in a live IER-provided free webinar presentation on a mutually agreed upon date(s);
 - b. All employees will be paid their normal rate of pay, and the training will occur during their normally scheduled workdays and work hours. Infosoft or its agent shall be responsible for all payroll costs and employee wages associated with these training sessions;
 - c. During the term of the Agreement, all Recruiting Personnel who assume or resume their duties after the initial training period described in this paragraph has been conducted, shall participate in a free online IER Employer/HR webinar, available at <https://www.justice.gov/crt/webinars>, within 60 days of assuming or resuming their duties; and
 - d. Respondent shall compile attendance records listing the individuals who attend the training(s) described in this paragraph, including their full name, job title, signature, and the date(s) of the training, and shall send the records via email to Tamara Hoflejzer and Katelyn Davis by email at Tamara.Hoflejzer@usdoj.gov and Katelyn.Davis@usdoj.gov within 10 business days of each training session. The emails transmitting attendance records shall have Infosoft's name and the reference DJ# 197-48-770 in the subject line.
13. During the term of this Agreement, IER reserves the right to make reasonable inquiries of Infosoft to ensure Respondent's compliance with the terms of this Agreement.
14. Nothing in this Agreement limits IER's right to inspect Infosoft's Forms I-9 and attachments within three business days pursuant to 8 C.F.R. § 274a.2(b)(2)(ii) and 28 C.F.R. § 44.302(b).
15. This Agreement does not affect the right of any individual to file an IER charge alleging an unfair immigration-related employment practice against Infosoft, IER's authority to investigate such charge 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.
16. If IER has reason to believe that Respondent has violated or is violating any provision of this Agreement, IER may exercise its discretion to notify Infosoft in writing of the purported violation rather than initiate a new investigation or seek immediate judicial

enforcement of the Agreement. Infosoft will then be given 30 calendar days from the date IER notifies it in which to cure the violation(s) to IER's satisfaction before IER deems Respondent to be in violation of this Agreement and proceeds to take enforcement actions.

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 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, without waiver of either Party's right to argue that other terms in the Agreement are material.
18. 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.
19. Should any court declare or determine that any provision(s) of this Agreement is/are illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected and said illegal or invalid part, 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.
20. The Parties shall each bear their own costs, attorneys' fees and other expenses incurred in this action.
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 agree to be bound by facsimile or electronic signatures.


Infosoft Solutions LLC, d/b/a KForce Tech LLC

By:

Krupa P
Krupa Patibandla
President

Dated: 05/12/2023

Immigrant and Employee Rights Section

By: 

Alberto Ruisanchez
Deputy Special Counsel

Dated: 5-22-2023

Jodi Danis
Special Litigation Counsel

Tamara Hoflejzer
Trial Attorney

Katelyn Davis
Equal Opportunity Specialist