

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”) is made and entered into between Prestigious Placement (“Respondent”), and the United States Department of Justice, Civil Rights Division, Office of Special Counsel for Immigration-Related Unfair Employment Practices (“Office of Special Counsel”).

WHEREAS, on November 20, 2014, the Office of Special Counsel received two charges filed by \_\_\_\_\_ and \_\_\_\_\_ (collectively referred to as the “Charging Parties”) against Prestigious Placement, DJ Nos. 197-12-29 and 197-12-30 (the “OSC Charges”), alleging a violation of the unfair immigration-related employment practices provisions of 8 U.S.C. § 1324b (the “Act”).

WHEREAS, the Office of Special Counsel concluded based upon its investigation of the OSC Charges that there is reasonable cause to believe that Respondent committed unfair immigration-related employment practices against the Charging Parties in violation of the Act. Specifically, the Office of Special Counsel found reasonable cause to believe that Respondent rejected the Charging Parties’ valid Puerto Rican birth certificates, and required the Charging Parties to present naturalization certificates to prove their citizenship status because Respondent perceived the Charging Parties to be foreign-born U.S. citizens.

WHEREAS, the Office of Special Counsel and Respondent wish to resolve the OSC Charges without further delay or expense and hereby acknowledge that they are voluntarily entering into this Agreement.

WHEREAS, Respondent denies that it engaged in unfair documentary practices in violation of the Act.

WHEREAS Respondent understands its responsibilities under 8 U.S.C. § 1324b to treat all individuals equally, without regard to citizenship or immigration status, or national origin, during the hiring, firing, and employment eligibility verification and re-verification process.

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained and to fully and finally resolve the OSC Charges as of the date of this Agreement, it is agreed as follows:

1. Prestigious Placement shall pay a civil penalty to the United States Treasury in the amount of two hundred and fifty dollars (\$250.00).
2. The monies discussed in paragraph 1 shall be paid via the FedWire electronic fund transfer system within ten (10) business days from the effective date of this Agreement. The Office of Special Counsel shall provide Respondent with fund transfer instructions. Within two business (2) days of payment, Respondent shall confirm via email to Liza Zamd at Liza.Zamd@usdoj.gov that payment was made.

3. Respondent shall pay the Charging Parties two hundred and fifty-five dollars (\$255.00) each in back pay. Respondent shall withhold applicable taxes based on the tax rates of the current calendar year. Respondent shall follow the applicable instructions contained in IRS Publication 957.
4. Respondent shall pay the monies discussed in paragraphs 3 by check payable to the Charging Parties and mailed to the Charging Parties via express delivery service or express mail. Within two business (2) days of mailing Respondent the checks, Respondent shall send via email to Liza Zamd at [Liza.Zamd@usdoj.gov](mailto:Liza.Zamd@usdoj.gov) a copy of such checks and the express delivery service tracking number, if applicable.
5. Any release of claims Respondent may require the Charging Parties to sign as a condition of the payment of monies discussed in paragraphs 3 shall be submitted to the Office of Special Counsel for approval. The release of claims must be limited to the allegations contained in the OSC Charges.
6. Respondent shall not intimidate, threaten, coerce, or retaliate against the Charging Parties or any other person for its participation in this matter or the exercise of any right or privilege secured by 8 U.S.C. § 1324b.
7. Respondent shall post the Office of Special Counsel “If You Have The Right to Work” poster (“OSC Poster”), in color and measuring no smaller than 8.5” x 11”, an image of which is available at <http://www.justice.gov/crt/about/osc/htm/worker.php#>, in all places where notices to employees and job applicants are normally posted. The OSC Poster will be posted within fourteen (14) days of the effective date of this Agreement and will remain posted for two (2) years thereafter. The OSC Poster shall be posted in English and Spanish.
8. For two (2) years from the effective date of this Agreement, Respondent shall ensure that all individuals who are responsible for formulating, carrying out, and/or conducting training on Respondent's hiring, firing, equal employment, and employment eligibility verification policies, including all managers and employees who have any role making employment eligibility decisions, such as completing the Form I-9 (“Human Resources Personnel”), are in possession of the most current version of the Form I-9, USCIS Employment Eligibility Verification Handbook for Employers (M-274) (“Handbook”), available at [www.uscis.gov/I-9Central](http://www.uscis.gov/I-9Central). Copies of the 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](http://www.uscis.gov).
9. Within thirty (30) days of the effective date of this Agreement, Respondent shall revise its employment policies and training materials and will submit them for review and approval by the Office of Special Counsel. Respondent’s policies and training material shall be revised to:
  - (a) Prohibit (1) any requests for employment eligibility verification documents from any individual prior to making an offer of employment;

- (2) discrimination on the basis of citizenship status or national origin in the recruiting, hiring, and firing process; and (3) discrimination on the basis of citizenship status or national origin, during the employment eligibility verification and re-verification process.
- (b) Refer applicants and employees who complain, formally or informally, of discrimination in the hiring, firing, or employment eligibility verification and re-verification process immediately to the Office of Special Counsel by directing the affected individual to the OSC Poster and the Office of Special Counsel's worker hotline and website, and advise the affected individual of his or her right to file a charge of discrimination with the Office of Special Counsel.
- (c) 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.
10. During the two (2) years following the effective date of this Agreement (the "Reporting Period"), Respondent shall provide any changes in its employment policies or training materials as they relate to nondiscrimination on the basis of citizenship status and national origin to the Office of Special Counsel for approval at least thirty (30) days prior to the proposed effective date of such revised policies and training materials.
11. Within ninety (90) days of the effective date of this Agreement, all Human Resources Personnel shall join the Office of Special Counsel's email distribution list, and shall attend a training on its duty to comply with 8 U.S.C. § 1324b, provided by the Office of Special Counsel.
- (a) The training will consist of a live presentation or webinar, at the discretion of the Office of Special Counsel. Participants shall register for the webinar presentation at [www.justice.gov/crt/about/osc/webinars.php](http://www.justice.gov/crt/about/osc/webinars.php). If possible, the Office of Special Counsel will record the webinar and make it available electronically for Respondent personnel who were not able to attend the live presentation.
- (b) All employees will be paid its normal rate of pay during the training, and the training will occur during its normally scheduled workdays and work hours. Respondent shall bear all costs associated with personnel attending these training sessions.
- (c) For a period of two (2) years from the effective date of this Agreement, all new Human Resources Personnel that Respondent hires after the training described in this paragraph has been conducted shall attend an Office of Special Counsel Employer/HR webinar within sixty (60) days of hire. Any individuals who have not been trained within sixty (60) days of hire

pursuant to this paragraph shall not be permitted to perform any employment eligibility verification functions.

12. During the Reporting Period, the Office of Special Counsel reserves the right to make reasonable inquiries necessary to determine Respondent's compliance with this Agreement. As a part of such review, the Office of Special Counsel may require written reports concerning compliance, inspect Respondent's premises, examine witnesses, and examine and copy Respondent's applicable documents.
13. If the Office of Special Counsel has reason to believe that Respondent is in violation of any provision of this Agreement, the Office of Special Counsel may in its sole discretion notify Respondent of the purported violation without opening an investigation. Respondent will then be given a thirty (30) day period from the date it is notified by the Office of Special Counsel in which to cure the violation before Respondent is deemed by the Office of Special Counsel to be in violation of this Agreement.
14. This Agreement does not affect the right of any individual to file a charge alleging an unfair immigration-related employment practice against Respondent with the Office of Special Counsel, the authority of the Office of Special Counsel to investigate or file a complaint on behalf of any such individual, or the authority of the Office of Special Counsel to conduct an independent investigation of either or both Respondent's employment practices.
15. The provisions of paragraph 1 notwithstanding, the Office of Special Counsel shall not seek from Respondent any additional civil penalty for unfair documentary practices in violation of 8 U.S.C. § 1324b that are subject of the OSC Charges through the date this Agreement is signed by all parties.
16. This Agreement may be enforced in the United States District Court for the Western District of Tennessee, or any other court of competent jurisdiction.
17. The Office of Special Counsel and Respondent agree that, as of the effective date of this Agreement, litigation is not reasonably foreseeable concerning the violations of 8 U.S.C. § 1324b that the Office of Special Counsel has reasonable cause to believe that Respondent committed. 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.
18. 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 thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement. Respondent and the Office of Special Counsel shall not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement invalid.

20. 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 or electronic signatures.

**Prestigious Placement**

By: Mariah Deshaizer

Dated: 6/17/15

[Name] Mariah Deshaizer  
[Title] Vicepresident

**Office of Special Counsel for Immigration-Related Unfair Employment Practices**

By: Alberto Ruisanchez  
Alberto Ruisanchez  
Deputy Special Counsel

Dated: 6/18/15

Sebastian Aloit  
Special Litigation Counsel

Liza Zamd  
Trial Attorney