

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into by and between N2 Services, Inc. (“N2” or “Respondent”) and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section (“IER”) (collectively “Parties”).

### I. BACKGROUND

WHEREAS, on April 1, 2021, [REDACTED] (“Charging Party”) filed a charge against Respondent, DJ #197-17M-364 (“Charge”) alleging violations of the antidiscrimination provision of the Immigration and Nationality Act, 8 U.S.C. § 1324b(a)(1)(B).

WHEREAS, on February 8, 2022, IER accepted the Charge as complete and, on February 18, 2022, notified Respondent and Charging Party it had initiated an investigation based on the Charge (“Investigation”).

WHEREAS, IER concluded that reasonable cause exists to believe that Respondent engaged in citizenship status discrimination in violation of 8 U.S.C. § 1324b(a)(1)(B). Specifically, IER determined there is reasonable cause to believe that, on or around April 1, 2021, Respondent, through its recruiting agent [REDACTED], posted a job advertisement on [REDACTED] stating a requirement that applicants must have an OPT visa, thereby excluding work-authorized individuals with other statuses, including U.S. citizens, non-U.S. citizen nationals, asylees, refugees, and lawful permanent residents.

WHEREAS, Respondent does not admit to any violation of the Immigration and Nationality Act, 8 U.S.C. § 1324b.

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 below mutual promises and to fully and finally resolve the Investigation, as of the date of this Agreement, the Parties agree as follows:

### II. TERMS OF AGREEMENT

- (1) This Agreement shall become effective as of the date the last party signs the Agreement (“Effective Date”). The term of this Agreement is twenty-four (24) months following the Effective Date.
- (2) All emails to IER required under this Agreement shall be addressed to William Hanrahan and/or any other personnel IER designates in writing and shall have Respondent’s name and the reference number 197-17M-364 in the subject line.
- (3) Within five (5) days of the Effective Date, Respondent shall provide by email to IER Respondent’s business address and the name, title, email address, mailing address (if different than Respondent’s business address), and phone number of the individual responsible for effectuating payment of the civil penalty.
- (4) Respondent shall pay a total civil penalty to the United States Treasury in the amount of \$3,855.00 via the FedWire electronic fund transfer system, within thirty (30) days of the

Effective Date or Respondent's receipt of fund transfer instructions from IER, whichever is later. On the day of payment, Respondent shall confirm the payment via email to IER.

- (5) The provisions of paragraph 4 notwithstanding, IER shall not seek from Respondent any additional civil penalty for any alleged citizenship status discrimination in hiring or recruitment or referral for a fee in violation of 8 U.S.C. § 1324b that is the subject of the Investigation through the Effective Date.
- (6) In accordance with 8 U.S.C. § 1324b, Respondent, directly or through its agents, shall not:
  - (a) discriminate on the basis of citizenship status (which includes immigration status) or national origin in hiring, recruitment, or discharge, including by publishing job advertisements with discriminatory job requirements, except as permitted by 8 U.S.C. 1324b(a)(2)(C); or
  - (b) 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, directly or through its agents, shall not reference any specific citizenship status, immigration status, or visa category or any preference or requirement related thereto any place in any job advertisement it publishes or permits to be published by a third party on its behalf, except for language conveying a citizenship status requirement for a specific position that the incumbent is required to satisfy to comply with a law, regulation, executive order, governmental contract, or Attorney General directive. Notwithstanding the above, nothing in this paragraph prohibits Respondent, directly or through its agents, from indicating on any job advertisement that it is only considering candidates who can work in the U.S. without employer sponsorship.
- (8) Respondent shall refer all applicants and employees who complain, formally or informally, of citizenship status in Respondent's hiring, firing, recruiting, or employment eligibility verification (EEV) processes to IER's worker hotline (800-255-7688) and website (<http://www.justice.gov/ier>) and advise the affected individual of his or her right to file a charge of discrimination with IER if he or she believes Respondent may have discriminated against him or her in violation of the antidiscrimination provision of the Immigration and Nationality Act.
- (9) Respondent shall, within thirty (30) days of the Effective Date, post an English version and Spanish version of the IER "If You Have The Right to Work" poster ("IER Poster") PDF file (available at <https://www.justice.gov/crt/worker-information#poster>) on its website on pages with information about employment opportunities with Respondent.
- (10) Respondent shall, within sixty (60) days of the Effective Date, create or revise employment policies and training materials to reflect the requirements of paragraphs (6)-(8) above and email such documents to IER for review. IER shall review the documents to determine whether they comply with this Agreement and 8 U.S.C. § 1324b and, if they do not, IER shall notify Respondent and, within thirty (30) days thereafter, Respondent shall make the

necessary revisions to bring them into compliance. During the term of this Agreement, Respondent shall provide any subsequent revisions to such policies and training materials to IER for review and approval at least thirty (30) days prior to their proposed effective date.

- (11) Within sixty (60) days of the Effective Date and at all times thereafter during the term of this Agreement, Respondent shall include in any contract for recruiting services a provision requiring all recruiters who work under the contract to comply with the policies referenced in paragraph (10) above and sign an acknowledgement that they will comply with the requirements set forth in paragraphs (6)-(8) above.
- (12) Within ninety (90) days of the Effective Date, Respondent shall ensure that all of its employees, agents, and contractors who conduct or supervise recruiting, vetting, or nominating for hire candidates on its behalf (“Recruiting Personnel”) attend a free internet-based IER Employer/HR Representative webinar (registration available at <https://www.justice.gov/crt/webinars#ier%20webinars>).
  - (a) 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.
  - (b) Within thirty (30) days of the training, Respondent shall compile and send via email to IER attendance records listing all individuals who attended the training, including each attendee’s full name, job title, and signature certifying attendance at the training.
  - (c) During the term of the Agreement, all Recruiting Personnel who newly assume or, after a period of absence longer than ninety (90) days, resume their duties after the initial training has occurred shall attend an IER Employer/HR Representative webinar within sixty (60) days of assuming or resuming the duties.
- (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. Respondent shall comply with any such inquiries.
- (14) Nothing in this Agreement limits IER’s right to inspect Respondent’s Forms I-9 within three (3) business days pursuant to 8 C.F.R. § 274a.2. 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 fifteen (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 thirty (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 occurring after or outside of the scope of this Agreement.

- (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) For the purposes of an action to enforce this Agreement, the Parties agree that the obligations set forth in each and every provision of Part II of this Agreement above are material.
- (19) Where any date by which a party is required to perform any obligation under this Agreement falls on a day the federal government is closed, the deadline is extended to the next day the federal government is open.
- (20) The United States District Court for the Middle District of Florida 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.
- (21) 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.
- (22) If a court declares any provision of this Agreement to be illegal or invalid, the validity of the remaining provisions shall not be affected. The Parties agree that they will not, individually or with or through another, seek to have any court declare or determine that any provision of this Agreement is invalid. For purposes of interpreting this Agreement, both Parties shall be deemed to have drafted it.
- (23) 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 obligations imposed by this Agreement.
- (24) The Parties agree to bear their own costs, attorneys' fees, and other expenses incurred in the Investigation.
- (25) This Agreement sets forth the entire agreement between the Parties concerning resolution of this Investigation and fully supersedes any and all prior agreements or understandings between the Parties pertaining to the subject matter herein.
- (26) The Parties may execute this Agreement 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 electronic or scanned signatures.

N2 Services, Inc.:

By: A. Heitz

Date: \_\_\_\_\_

Immigrant and Employee Rights Section:

By: Alberto J. Ruisanchez

Date: 5-26-2023

Alberto J. Ruisanchez  
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