

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into by and between Provisional Staffing Solutions ("Respondent"), and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section ("Immigrant and Employee Rights Section" or "IER"), formerly known as the Office of Special Counsel for Immigration-Related Unfair Employment Practices.

### I. Background

WHEREAS, on April 14, 2016, the Immigrant and Employee Rights Section opened an independent investigation against Respondent, identified as DJ Number 197-66-39, (the "Investigation"), to investigate whether Respondent's employment eligibility verification practices violate the anti-discrimination provision of the Immigration and Nationality Act, 8 U.S.C. § 1324b(a)(6) (the "Act").

WHEREAS, the Immigrant and Employee Rights Section concluded based upon its investigation that there is reasonable cause to believe that Respondent engaged in a pattern or practice of unfair documentary practices in violation of 8 U.S.C. § 1324b(a)(6). Specifically, the Investigation found that from at least May 1, 2016 until at least November 30, 2016, Respondent requested non-United States citizens, but not similarly-situated United States citizens, to present specific identity documents during the employment eligibility verification process because of their citizenship or immigration status.

WHEREAS, the Immigrant and Employee Rights Section and Respondent ("Parties") wish to resolve this investigation without further delay or expense and hereby acknowledge that they are voluntarily and freely entering into this Agreement;

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

### II. Terms of Settlement

1. This Agreement becomes effective as of the date of the latest signature on the Agreement, which date is referenced herein as the "Effective Date." The "term of this Agreement" shall be three (3) years following the Effective Date.
2. Respondent shall pay a civil penalty to the United States Treasury in the amount of sixteen thousand two hundred and ninety dollars and no cents (\$16,290.00) (the "Civil Penalty"). Respondent shall provide IER with the name and email address of the individual responsible for effectuating the payment on behalf of Respondent no later than three business days after the Effective Date of this Agreement, and IER will provide Respondent with the FedWire transfer instructions.
3. Respondent shall pay the monies discussed in paragraph 2 via the FedWire electronic fund transfer system as follows:

The Civil Penalty shall be paid in three installments over a twelve-month period. Each installment shall be paid in accordance with the Immigrant and Employee Rights Section fund transfer instructions as follows: Respondent shall pay four thousand dollars and no cents (\$4,000.00) by May 15, 2017; Respondent shall pay six thousand one hundred forty five dollars and no cents (\$6,145.00) by November 10, 2017; and Respondent shall pay six thousand one hundred forty five dollars and no cents (\$6,145.00) by May 10, 2018.

For the above payments, Respondent shall send a confirmation of each payment made to [Alexandra.Vince@usdoj.gov](mailto:Alexandra.Vince@usdoj.gov) and [ier@usdoj.gov](mailto:ier@usdoj.gov) on the day the funds are transferred.

4. Respondent shall not discriminate on the basis of citizenship status or national origin in violation of 8 U.S.C. § 1324b.
5. Respondent shall avoid discrimination in the employment eligibility verification and re-verification 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; and (c) permitting all employees to present any document or combination of documents acceptable by law.
6. Respondent shall not intimidate, threaten, coerce, or retaliate against any person for his or her participation in the Investigation or the exercise of any right or privilege secured by 8 U.S.C. § 1324b.
7. Respondent shall post an English and Spanish version of the Immigrant and Employee Rights Section "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. The IER Poster will be posted within fourteen (14) days from the Effective Date and will remain posted for the duration of the company's participation with E-Verify or for three (3) years thereafter, whichever date is later.
8. Throughout the term of this Agreement, Respondent shall provide a copy of the Lists of Acceptable Documents ("Lists") to individuals at the same time as Respondent asks an individual to complete Section 1 of the Form I-9, and shall inform those individuals of their right to choose to present any document(s) that are on the Lists or are otherwise acceptable for purposes of employment eligibility verification.
9. Throughout the term 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, as well as all managers and employees who have any role in the employment eligibility verification process, such as completing the Form I-9 and/or using the E-Verify system ("Human Resources Personnel"), have been provided 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-9-central](http://www.uscis.gov/I-9-central), and the most current USCIS E-Verify Manual (M-775) (“Manual”), available at [www.uscis.gov](http://www.uscis.gov), and are aware of the guidance on the I-9 Central and E-Verify websites. Copies of these documents and future revisions of the Form I-9, Handbook, Manual and guidance can be obtained from the United States Citizenship and Immigration Services at [www.uscis.gov](http://www.uscis.gov).

10. Within thirty (30) days of the Effective Date of this Agreement, Respondent will review any existing employment policies that relate to nondiscrimination on the basis of citizenship or immigration status and national origin. To the extent that it has such policies, Respondent will revise them to:
  - (a) Prohibit discrimination on the basis of citizenship, immigration status, or national origin (1) in the hiring and firing process; (2) during the Form I-9 employment eligibility verification and re-verification process; and (3) in any part of the E-Verify process, regardless of whether it is handled directly or through an agent;
  - (b) Include citizenship, immigration status, and national origin as prohibited bases of discrimination into its policy and any similar Equal Employment Opportunity (EEO) statements Respondent includes in printed or electronic materials available to the public or employees;
  - (c) Refer applicants and employees who complain, formally or informally, of discrimination in the hiring, firing, or Form I-9 employment eligibility verification and re-verification process immediately to the Immigrant and Employee Rights Section by directing the affected individual to the IER Poster and the Immigrant and Employee Rights Section’s worker hotline (800-255-7688) and website, <https://www.justice.gov/ier>, and advise the affected individual of his or her right to file a charge of discrimination with the Immigrant and Employee Rights Section; and
  - (d) Provide that Respondent shall not take 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.
11. During the term of this Agreement, Respondent shall provide Immigrant and Employee Rights Section by email or overnight mail a copy of any new or changed employment policies or practices that relate to nondiscrimination on the basis of citizenship, immigration status, or national origin. Such policies or practices shall be provided to the Immigrant and Employee Rights Section for approval at least fifteen (15) days prior to the effective date of such new or revised policies or practices.
12. Within ninety (90) days of the Effective Date, Respondent shall train all Human Resources Personnel on their obligation to comply with 8 U.S.C. § 1324b, the appropriate use of E-

Verify, and the employment eligibility verification and re-verification process as it relates to discrimination on the basis of citizenship, immigration status, and national origin.

- (a) The training will consist of viewing a free, remote webinar presentation by the Immigrant and Employee Rights Section and/or a live presentation by the Immigrant and Employee Rights Section at its discretion.
  - (b) All employees will be paid their normal rate of pay, and the training will occur during their normally scheduled workdays and work hours. Respondent shall be responsible for all payroll costs and employee wages associated with these training sessions.
  - (c) Respondent shall compile attendance records (in the form of Attachment A) listing the individuals who attend the training(s) described in this paragraph, including their full names, titles, signatures, and the date(s) of the training, and will send them via email to [Alexandra.Vince@usdoj.gov](mailto:Alexandra.Vince@usdoj.gov) and [ier@usdoj.gov](mailto:ier@usdoj.gov) within ten (10) days of each training session.
  - (d) For a period of three (3) years from the Effective Date, all new Human Resources personnel Respondent hires or promotes after the initial training described in this paragraph has been conducted, shall attend a free Immigrant and Employee Rights Section Employer/HR webinar within sixty (60) days of hire or promotion.
13. Within ten (10) days of the Effective Date, Respondent shall provide E-Verify with its full name and updated contact information, to include telephone number, e-mail address, and administrator's name, and shall continue to make updates when any information changes.
14. During the term of this Agreement, the Immigrant and Employee Rights Section reserves the right to make reasonable inquiries to Respondent necessary to determine Respondent's compliance with this Agreement. As part of such review, the Immigrant and Employee Rights Section may require written reports concerning compliance, inspect Respondent's premises, examine witnesses, and examine and copy Respondent's documents at the expense of the Immigrant and Employee Rights Section and upon reasonable notice to Respondent.
15. Nothing in this Agreement limits the Immigrant and Employee Rights Section's right to inspect Respondent's Forms I-9 and attachments within three business days pursuant to 8 C.F.R. § 274a.2(b)(2)(ii) and 8 C.F.R. 44.302(b). Every six (6) months during the term of this Agreement, Respondent shall provide the Immigrant and Employee Rights Section with access to the company's completed Forms I-9, including attachments, and the E-Verify transaction history, if applicable, for all employees Respondent hires during the six month period. Respondent shall provide the documents in hardcopy or electronic form by overnight mail or email to [Alexandra.Vince@usdoj.gov](mailto:Alexandra.Vince@usdoj.gov) and [ier@usdoj.gov](mailto:ier@usdoj.gov) unless the Immigrant and Employee Rights Section requests otherwise.

16. If the Immigrant and Employee Rights Section has reason to believe that Respondent is in violation of any provision of this Agreement, the Immigrant and Employee Rights Section may exercise its discretion to notify Respondent of the purported violation rather than initiate a new discrimination investigation or seek to judicially enforce the Agreement. Respondent will then be given thirty (30) days from the date it is notified by the Immigrant and Employee Rights Section in which to cure the violation to the Immigrant and Employee Rights Section's satisfaction before the Immigrant and Employee Rights Section deems Respondent to be in violation of this Agreement.
17. 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 Immigrant and Employee Rights Section, the authority of the Immigrant and Employee Rights Section to investigate or file a complaint on behalf of any such individual, or the authority of the Immigrant and Employee Rights Section to conduct an independent investigation of Respondent's employment practices occurring after the Effective Date or outside the scope of the Investigation.
18. The provisions of paragraph 2 notwithstanding, the Immigrant and Employee Rights Section shall not seek from Respondent any additional civil penalty or monetary amount, including without limitation, back wages or damages, for the pattern or practice of unfair documentary practices in violation of 8 U.S.C. § 1324b(a)(6) that is the subject of the Investigation, through the Effective Date.
19. This Agreement may be enforced in the United States District Court for Rhode Island or any court of competent jurisdiction. This provision does not constitute and should not be construed as a waiver of sovereign immunity, or any other jurisdictional defense the United States might have to a claim for enforcement by Respondent.
20. The Immigrant and Employee Rights Section and Respondent agree that, as of the Effective Date, litigation concerning the alleged violations of 8 U.S.C. § 1324b(a)(6) that the Immigrant and Employee Rights Section found is not reasonably foreseeable. To the extent that either party previously implemented a litigation hold to preserve documents, electronically stored information, or things related to the Investigation, 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.
21. 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 Immigrant and Employee Rights Section agree that they will not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement is invalid.
22. The Immigrant and Employee Rights Section and Respondent agree to bear their own costs, attorneys' fees and other expenses in connection with the Investigation.

23. This Agreement sets forth the entire agreement between the Respondent and the Immigrant and Employee Rights Section and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter herein.
24. 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 signatures.

**Provisional Staffing Solutions**

By:

  
Antonio V. Mariano  
Owner/President

Dated:

5/5/17

**Immigrant and Employee Rights Section**

By:

  
Jodi Danis  
Acting Deputy Special Counsel

Dated:

5/9/17

Liza Zamd  
Acting Special Litigation Counsel

Alexandra A. Vince  
Senior Equal Opportunity Specialist