

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement"), the terms of which are set forth in part II below, is made and entered into by and between Adaequare, Inc. ("Respondent"), and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section ("IER") (together, "the parties").

I. BACKGROUND

WHEREAS, on May 5, 2020, IER notified Respondent that IER had initiated an independent investigation of the company pursuant to 8 U.S.C. § 1324b(d)(1), identified as DJ # 197-79-557 ("Investigation"), to determine whether Respondent discriminated in its hiring, recruitment and/or referral for a fee processes, based on citizenship status, in violation of 8 U.S.C. § 1324b(a)(1)(B);

WHEREAS, IER concluded based upon the Investigation, that there is reasonable cause to believe that Respondent, through a related company abroad that Respondent contracted to serve as its agent in performing recruiting services, discriminated in the recruitment or referral for a fee process by imposing unlawful citizenship status restrictions on the candidates that it would consider referring for a specific employment opportunity in or around April 2020, thereby excluding potentially qualified refugees and asylees from job opportunities, in violation of 8 U.S.C. § 1324b(a)(1)(B);

WHEREAS, Respondent imposed the unlawful citizenship status requirement for job applicants based on a job requisition its client had provided that contained unlawful citizenship status requirements that did not fall within exceptions outlined in 8 U.S.C. § 1324b(a)(2)(C);

WHEREAS, Adaequare, Inc. denies that the discriminatory ad was placed with the intent of committing intentional citizenship discrimination;

WHEREAS, Respondent changed its recruitment policies after it received notice of the Investigation and now solicits proof that a client has a lawful justification for any citizenship status requirements that may exclude protected workers from employment opportunities, to ensure that unlawful client requests do not cause Respondent to violate 8 U.S.C. § 1324b(a)(1)(B);

WHEREAS, the parties wish to resolve this 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 Investigations as of the date of the latest signature below, the parties agree as follows:

II. TERMS OF SETTLEMENT



1. This Agreement becomes effective as of the date of the latest signature on the dually-signed Agreement (hereinafter, "Effective Date"). The "term of this Agreement" shall be two years following the Effective Date.
2. Respondent shall pay a civil penalty to the United States Treasury in the amount of \$1,000.00.
3. The monies discussed in paragraph 2 shall be paid via the FedWire electronic fund transfer system within ten days of Respondent's receipt of a fully signed copy of this Agreement and fund transfer instructions. Respondent shall send a confirmation of the payment to Liza Zamd at Liza.Zamd@usdoj.gov on the day the funds are transferred. The subject line of the email confirming payment shall have Respondent's name and DJ # 197-79-557.
4. The provisions of paragraph 2 notwithstanding, IER shall not seek from Respondent any additional civil penalty for other possible violations of 8 U.S.C. § 1324b(a)(1)(B) that are the subject of the Investigation through the Effective Date.
5. In compliance with 8 U.S.C. § 1324b, Respondent shall not:
 - (a) Discriminate in hiring, or recruiting or referral for a fee, on the basis of citizenship, immigration status or national origin unless required by law, regulation, executive order, government contract, or Attorney General directive.
 - (b) request employment eligibility verification documentation from any candidates until and unless an offer of employment with Respondent has been made and accepted, or request any document confirming a candidate's citizenship status unless necessary to determine a candidate's qualification for a job in compliance with a law, regulation, executive order, government contract or Attorney General directive, as permitted by 8 U.S.C. § 1324b(a)(2)(C), and such requests are made to all candidates rather than selectively.
 - (c) request more or different documents than are required by law for employment eligibility verification and shall permit all employees to present any document or combination of documents acceptable by law both at initial hire and during any lawful reverification of an individual's employment authorization.
 - (d) intimidate, threaten, coerce, or retaliate against any person for his or her participation in this matter or the exercise of any right or privilege secured by 8 U.S.C. § 1324b.
6. Within 60 days of the Effective Date, Respondent will review any existing training materials and employment policies that relate to candidate screening, hiring, employment



eligibility verification and reverification, including completion of the Form I-9, and shall revise, or if necessary create, such policies and training materials to ensure that they:

- (a) prohibit discrimination on the basis of citizenship, immigration status, and national origin in: (1) candidate screening and shortlisting; (2) the hiring, firing, recruitment and referral process; (3) the Form I-9 employment eligibility verification and re-verification process; and (4) the E-Verify process;
- (b) include citizenship (as appropriate), immigration status (as appropriate), and national origin as prohibited bases of discrimination;
- (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.

Respondent shall submit such policies to Liza.Zamd@usdoj.gov (or any other individual IER designates) for review and approval within 60 days of the Effective Date, and shall implement such policies within 15 days of IER's approval.

7. Within 90 days of the Effective Date, Respondent shall ensure that all individuals who recruit or hire candidates for Respondent or Respondent's clients, including all individuals who advertise jobs, or onboard new employees, do the following:
- (a) complete training on their obligation to comply with 8 U.S.C. § 1324b, consisting of, at IER's discretion, a live or recorded IER webinar presentation. In addition:
 - i. all personnel will be paid their normal rate of pay during the training, and the training will occur during their normally scheduled workdays and work hours. Respondent shall bear all costs associated with these training sessions, not including IER's webinar platform or other related expenses.
 - ii. during the term of the Agreement, all new personnel involved in recruiting, advertising, hiring, the Form I-9, and E-Verify processes who begin their roles after the training described in this paragraph has been conducted shall view an IER Employer/HR webinar training within 60 days of hire or promotion.
 - iii. respondent shall compile attendance records listing the individuals who attend the training described in this paragraph, including each individual's full name, job title, signature, and the date of the training, and send the record via email to Liza.Zamd@usdoj.gov

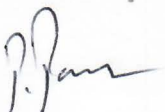


(or any other individual IER designates) within 10 days of each training session.

8. 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 requesting copies of Respondent's documents.
9. 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(b)(2)(ii).
10. 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 rather than initiate a new investigation or seek to judicially enforce the Agreement. If IER has exercised its discretion to notify Respondent of the purported violation, Respondent shall have 30 days from the date IER notifies it to cure the possible violation(s) to IER's satisfaction.
11. This Agreement does not affect the right of any individual to file a charge alleging an unfair immigration-related employment practice against Respondent with IER, IER's authority to investigate Respondent 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 this investigation.

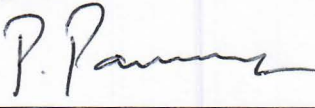
III. ADDITIONAL TERMS OF SETTLEMENT

12. This Agreement resolves any and all differences between the parties relating to investigations the Investigation through the Effective Date.
13. 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 Parties' right to argue that other terms in the Agreement are material.
14. This Agreement may be enforced in the United States District Court for the Eastern District of Virginia. This paragraph, or the initiation of a lawsuit to enforce the Agreement under this paragraph, including any counterclaims asserted, does not constitute and should not be construed as a waiver of sovereign immunity or any other defense the United States might have against a claim for enforcement.



15. The parties agree that, as of the Effective Date of this Agreement, litigation concerning the violation of 8 U.S.C. § 1324b that IER has reasonable cause to believe that Respondent committed 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 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.
16. 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 and the term or provision shall be deemed not to be a part of this Agreement. The parties 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.
17. The parties agree to bear their own costs, attorneys' fees and other expenses incurred in this action.
18. 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.


Adaequare, Inc.

By: 

Pavan Peechara
President

Dated: March 24th 2021

Immigrant and Employee Rights Section

By: 

Jennifer Deines
Acting Deputy Special Counsel

Dated: March 31, 2021

Jodi Danis
Special Litigation Counsel

Liza Zamd
Trial Attorney