

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”) is made and entered into by and between Ameritech Global, Inc. (“Ameritech”) and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section (“IER”) (together, the “Parties”).

I. BACKGROUND

WHEREAS, on February 25, 2020, IER accepted as complete a charge (the “IER Charge”) filed by [REDACTED] (“Charging Party”), alleging that Ameritech discriminated against him based on his citizenship status by failing to fairly consider him for a Java developer job advertisement that announced a preference for non-U.S. citizens in H-1B nonimmigrant status, in violation of 8 U.S.C. § 1324b(a)(1)(B);

WHEREAS, on February 25, 2020, IER notified Ameritech that it had initiated an investigation (“IER Investigation”) based on the Charging Party’s allegations to determine whether Ameritech had engaged in any discriminatory conduct in violation of 8 U.S.C. § 1324b, including any pattern or practice of unfair immigration-related employment practices;

WHEREAS, IER has determined that recruiters working for Mavin Tech Solutions (“Mavin”), a third-party recruiting firm that Ameritech authorized to conduct its recruiting, are Ameritech’s agents;

WHEREAS, IER determined based upon the IER Investigation that there is reasonable cause to believe that Ameritech, through its agents, engaged in a pattern or practice of citizenship discrimination by posting job advertisements that announced a preference for non-U.S. citizens in temporary nonimmigrant statuses, in violation of 8 U.S.C. § 1324b(a)(1)(B);

WHEREAS, Ameritech does not acknowledge any wrongdoing nor does it admit to any legal conclusions made by the IER in this Settlement Agreement;

WHEREAS, IER and Ameritech wish to resolve IER’s reasonable cause finding without further delay or expense, and 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 IER’s reasonable cause finding 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 years beginning from the Effective Date.
2. Ameritech shall pay a civil penalty to the United States Treasury in the amount of \$10,000 within 30 days of the execution of this Agreement. The monies discussed in this paragraph shall be paid in one payment via the FedWire electronic fund transfer system.
3. Ameritech 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 3 business days after the Effective Date. On the day of payment, Ameritech shall send confirmation of the payment to Julia Heming Segal at Julia.Heming.Segal@usdoj.gov. The email confirming payment shall have Ameritech’s name in the subject line.
4. The provisions of paragraph 2 notwithstanding, IER shall not seek from Ameritech any additional civil penalty for any alleged pattern or practice of citizenship status discrimination in violation of 8 U.S.C. § 1324b that is the subject of the IER Investigation through the Effective Date.
5. Ameritech, 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. Ameritech, directly or through its agents, shall not reference any specific citizenship status, immigration status, or visa category any place in the job advertisements 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 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. Ameritech shall ensure that its job postings do not exclude from consideration or discourage applications from individuals who are authorized to work in the United States in violation of 8 U.S.C. § 1324b based on their citizenship or immigration status.

8. To the extent Ameritech, directly or through its agents, searches for job openings and job candidates, in addition to or in lieu of posting job advertisements on online portals, Ameritech, directly or through its agents, shall not use specific citizenship statuses in search terms.
9. Every four months, Ameritech shall submit a report that lists every place the company and its agents directly posted an ad, the full ad title, contact information for applicants, and the citizenship status of each applicant Ameritech contacts and refers, either directly or through its agent, Mavin. The report shall also list the client to which the applicant was referred, and whether Ameritech hired the individual.
10. Ameritech shall not disclose any information or documentation related to the IER Charge, or the IER Investigation, to any employer or prospective employer of the Charging Party and/or of any other individuals who spoke with IER during the pendency of the IER Investigation.
11. Ameritech shall ensure that it transmits via email 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>, in all instances in which Ameritech provides onboarding notices to employees and job applicants. Ameritech shall post and/or transmit via email the IER Poster within 14 days from the Effective Date, and shall do so for at least the term of this Agreement.
12. Within 60 days of the Effective Date, Ameritech shall create (or revise) and implement employment policies, to the extent not already done so, that:
 - a. Prohibit discrimination on the basis of citizenship status, immigration status, or national origin in the hiring and firing process;
 - 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 Ameritech 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 or immigration status in connection with the hiring, firing, or Form I-9 employment eligibility verification and/or reverification process promptly to IER by directing the affected individual to the IER Poster, 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;
 - d. Prohibit and refrain from including questions related to an applicant’s specific citizenship status or national origin in violation of 8 U.S.C. § 1324b unless required by law, regulation, executive order, or government contract; and

- e. Provide that Ameritech 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.
13. During the term of this Agreement, Ameritech shall include in any contract for recruiting services a provision requiring recruiters to comply with the policies referenced in paragraphs 12(a)-(e), 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 Ameritech. To the extent Ameritech has existing contracts with third parties for recruiting services as of the Effective Date, Ameritech shall modify those contracts to comply with this paragraph, and shall exercise any right to terminate or not renew the contract if such third party does not agree to the modification. For the term of this Agreement, Ameritech shall retain copies of all such acknowledgements in a distinct, readily accessible electronic or physical location, and will produce them to IER, upon IER's request, within 5 business days.
14. Within 120 days of the Effective Date, Ameritech shall ensure that all employees, agents, and contractors with any role in recruiting (including advertising positions and communicating with potential candidates), vetting, or nominating potential candidates for employment to clients (collectively, "Hiring Personnel"), receive training on their obligations to comply with 8 U.S.C. § 1324b, and the limitations of the exceptions to otherwise impermissible 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. Ameritech 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 Hiring 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 within 90 days of assuming or resuming their duties; and
 - d. Ameritech 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 Julia.Heming.Segal@usdoj.gov within 10 business days of each training

session. The emails transmitting attendance records shall have Ameritech's name in the subject line.

15. During the term of this Agreement, IER reserves the right to make reasonable inquiries of Ameritech to ensure Ameritech's compliance with the terms of this Agreement. Any such inquiries shall be directed to Krishna Grandhi, Owner, Krishna@atgtech.com, or any other person Ameritech designates.
16. Nothing in this Agreement limits IER's right to inspect Ameritech's Forms I-9 and attachments within 3 business days pursuant to 8 C.F.R. § 274a.2(b)(2)(ii) and 28 C.F.R. § 44.302(b).
17. This Agreement does not affect the right of any individual to file an IER charge alleging an unfair immigration-related employment practice against Ameritech, 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 Ameritech's employment practices occurring after the Effective Date or outside the scope of the Investigation.
18. If IER has reason to believe that Ameritech has violated or is violating any provision of this Agreement, IER may exercise its discretion to notify Ameritech in writing of the purported violation rather than initiate a new investigation or seek immediate judicial enforcement of the Agreement. Ameritech will then be given 30 days from the date IER notifies it in which to cure the violation(s) to IER's satisfaction before IER deems Ameritech to be in violation of this Agreement and proceeds to take appropriate enforcement actions.

III. ADDITIONAL TERMS OF SETTLEMENT

19. 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.
20. The United States District Court for the Northern District of Illinois 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.

21. 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.
22. The Parties shall each bear their own costs, attorneys' fees and other expenses incurred in this action.
23. 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.

Ameritech Global, Inc.

By:



Ramakrishna Grandhi
Owner

Dated: 08/13/2021

Immigrant and Employee Rights Section

By:



Jennifer Deines
Acting Deputy Special Counsel

Dated: 8/17/2021

Jodi Danis
Special Litigation Counsel

Julia Heming Segal
Trial Attorney