

## 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 Amtex Systems, Inc. (“Amtex SI” or “Respondent”), and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section (“IER”) (together, “the parties”).

### I. BACKGROUND

WHEREAS, on April 28, 2021, IER accepted as complete a charge [REDACTED] (“Charging Party”) filed against Amtex SI, DJ #197-51-740 (“IER Charge”), under 8 U.S.C. § 1324b(b)(1), alleging citizenship or immigration status discrimination in violation of the Immigration and Nationality Act, 8 U.S.C. § 1324b (“Act”);

WHEREAS, on April 28, 2021, IER also initiated an independent investigation of Amtex SI under 8 U.S.C. § 1324b(d)(1), DJ # 197-51-747 (together with DJ #197-51-740, the “Investigations”), to determine whether Amtex SI discriminated against other qualified U.S. workers, or engaged in any pattern or practice of discrimination, prohibited by 8 U.S.C. § 1324b;

WHEREAS, Amtex SI used an affiliated recruiting company abroad, Amtex Software Solutions (“Amtex SS”), to conduct recruitment activities on Amtex SI’s behalf.

WHEREAS, IER’s investigation found evidence that in at least January 2021, Amtex SS sent emails containing citizenship or immigration status preferences when soliciting job candidates on Amtex SI’s behalf, yet did not ask for or obtain any evidence that the clients had a legal justification for those preferences;

WHEREAS, IER concluded based on its Investigations that there is reasonable cause to believe that Amtex SI discriminated in hiring and/or the recruitment or referral for a fee processes. Specifically, IER concluded that certain Amtex SS recruiters engaged in a pattern or practice of implementing clients’ unlawful citizenship status preferences for job candidates in or around January 2021 by: a) emailing job ads with discriminatory preferences that deterred potential candidates from applying, and b) refusing to consider at least two protected U.S. worker candidates for “OPT preferred” job opportunities, based on their citizenship status, in violation of 8 U.S.C. § 1324b(a)(1)(B);

WHEREAS, IER concluded based on its Investigations that there is reasonable cause to believe that Amtex SS, on behalf of Amtex SI, implemented a pattern or practice of discrimination in violation of 8 U.S.C. § 1324b(a)(1)(B) when its employees required non-U.S. citizens to provide immigration documents to move forward in the recruitment process, because of their citizenship or immigration status;

WHEREAS, the parties wish to resolve the Investigations 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 three years following the Effective Date.
2. Respondent shall pay a civil penalty to the United States Treasury in the amount of \$15,604.
3. Within three days of the Effective Date, Respondent shall give IER the name, title, email address, and telephone number of the person Respondent chooses to pay the civil penalty. Respondent will pay the penalty discussed in paragraph 2 using the FedWire electronic fund transfer system within ten days of it receiving a fully signed copy of this Agreement and fund transfer instructions. Respondent shall send a confirmation of the payment to Allena.Martin@usdoj.gov and 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 # 197-51-740/747.
4. Except for the payment mentioned in paragraph 2, IER will not ask Respondent to pay any additional civil penalty for other possible violations of 8 U.S.C. § 1324b(a)(1)(B) that are the subject of the Investigations, 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) 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. Respondent, directly or through its agents, shall not reference any specific citizenship status, immigration status, or visa category in the job advertisements it publishes, disseminates, transmits, or permits to be published. That prohibition includes any such references in the job title, visible tags or job category fields, or body of the job description. The only exception is that Respondent can reference and implement a citizenship or immigration status restriction on candidates if the status restriction is required to comply with a law, regulation, executive order, government contract, or Attorney General directive under 8 U.S.C. § 1324b(a)(2)(C). This Agreement does not prohibit Respondent from noting that candidates who require employment-based visa sponsorship are eligible, or ineligible, for a position.

7. Respondent shall not disclose any information or documentation related to the IER Charge, or the Investigations, to any employer or prospective employer of the Charging Party or any other job candidates.
8. When Respondent or its agent (a) provides onboarding communications to employees, or (b) sends job listings to candidates or other recruiters, Respondent shall include in such communications 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>, or, if such communications are transmitted by email or other electronic means, Respondent or its agents will include a thumbnail image of the IER Poster with an embedded hyperlink to the IER Poster image in the sender’s email signature. Respondent will start complying with this paragraph within 14 days from the Effective Date, and shall do so for at least the term of this Agreement.
9. Within 60 days of the Effective Date, Respondent shall create or revise employment policies applicable to its employees, contractors, and agents, that:
  - (a) Prohibit discrimination on the basis of citizenship status, immigration status, or national origin in (i) advertising jobs; (ii) candidate sourcing, screening, and shortlisting; and (iii) the hiring, firing, recruitment and referral 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 statements Respondent 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](http://www.justice.gov/ier)), and advise the affected individual of his or her right to file a charge of discrimination with IER;
  - (d) Prohibit asking job applicants questions, whether in written or oral communications, relating to their specific citizenship or immigration status, or specific basis for their work authorization, unless Respondent has proof that a certain citizenship status is required by law, regulation, executive order, or government contract for the position to be filled;
  - (e) Prohibit asking job applicants for any documentation relating to their ability to work in the United States, including documents proving their specific citizenship or immigration status unless Respondent has proof that a certain citizenship status is required by law, regulation, executive order, or government contract for the position to be filled; and

- (f) 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.

Nothing in this paragraph or Agreement shall be interpreted to prevent Respondent from asking if a candidate or applicant is authorized to work in the United States, as long as all candidates being considered for the same position are asked the same question.

Respondent shall submit such policies to Allena.Martin@usdoj.gov and 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.

- 10. During the term of this Agreement, if any client or prospective client of Respondent expresses a preference for, or requests that Respondent impose, a citizenship or immigration status requirement that may exclude protected workers from employment opportunities, Respondent shall not impose such requirement unless it obtains proof from the client demonstrating the requirement's legality under 8 U.S.C. § 1324b. Depending on the type of lawful restriction, to comply with this provision, Respondent must obtain written communication from the client that either: A) cites the specific law, regulation, or executive order that mandates a citizenship or immigration status requirement, or B) provides the name of the government agency with which the client has a contract and a direct quote from the government contract regarding the citizenship status requirement. Respondent shall review the information and confirm that the law, regulation, executive order, or government contract does contain a citizenship or immigration status requirement. Respondent shall retain all proof throughout the term of the Agreement and shall provide it to IER on the first day of June, September, December and March throughout the term of the Agreement.
- 11. Within 120 days of the Effective Date, Respondent 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 or assignment to clients (collectively, "Recruitment 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 or immigration status. In addition:
  - (a) The training will consist of a presentation administered by Respondent, its counsel, or any individual(s) with expertise in United States employment discrimination laws, including the INA's antidiscrimination provision, 8 U.S.C. 1324b. Respondent will submit its training materials for IER's review and approval within 30 days of the Effective Date. IER must approve the training before it is implemented;
  - (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 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 Recruitment Personnel who assume or resume their duties after the initial training period described in this paragraph has been conducted, shall view or participate in a free online IER Employer/HR webinar within 90 days of assuming or resuming their duties; and
  - (d) Respondent 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 Allena.Martin@usdoj.gov and Liza.Zamd@usdoj.gov (or any other individual IER designates) within 10 days of each individual satisfying the requirements in this paragraph. The emails transmitting attendance records shall have Respondent's name in the subject line.
12. To ensure Recruitment Personnel are familiar with IER educational materials relating to citizenship status discrimination, within 30 days of the Effective Date, Respondent shall have professionally translated into Hindi and Tamil any IER educational document that IER identifies, not to exceed a total of five pages. Respondent shall submit the proposed translations for IER's review and approval within 40 days of the Effective Date. Respondent shall disseminate the English Hindi, and Tamil educational material to all Recruitment Personnel within 15 days of IER notifying the company that it has reviewed and approved the material. Respondent shall require all Recruitment Personnel to read the educational material and comply with related certification requirements pursuant to Paragraph 14.
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 requesting copies of Respondent's documents.
14. During the term of this Agreement, Respondent shall require all persons or companies that recruit at its request to acknowledge in writing that they will comply with the policies and have satisfied the requirements referenced in paragraphs 5 through 13 of this Agreement, when engaging in recruiting activities on Respondent's behalf. For the term of this Agreement, Respondent shall provide copies of all such acknowledgements to IER, upon IER's request, within five days.
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 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.

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 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 the Investigations.
17. This Agreement resolves any and all differences between the parties relating to the Investigations through the Effective Date.

### **III. ADDITIONAL TERMS OF SETTLEMENT**

18. 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.
19. This Agreement may be enforced in the United States District Court for the Southern District of New York. 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.
20. The parties agree that, as of the Effective Date of this Agreement, 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 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.
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 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.
22. The parties shall 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 electronic signatures.

**Amtex Systems, Inc.**

By:   
Sainath Pokala  
Chairman & CEO, Amtex Systems, Inc.

Dated: 5/9/2022

**Immigrant and Employee Rights Section**

By:   
Alberto Ruisanchez  
Deputy Special Counsel

Dated: 5-17-2022

Jodi Danis  
Special Litigation Counsel

Liza Zamd  
Senior Trial Attorney

Allena Martin  
Trial Attorney