SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement"), the terms of which are set forth in Part II below, is made and entered into by and between OpenAI OpCo, LLC ("OpenAI"), Statsig, Inc. ("Statsig") (together, "Respondents"), and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section ("IER") (collectively, "the Parties").

I. BACKGROUND

WHEREAS, on August 13, 2025, IER initiated an independent investigation of OpenAI under 8 U.S.C. § 1324b(d)(1), DJ# 197-11-1180, to determine whether OpenAI engaged in citizenship status discrimination in recruitment and hiring related to permanent labor certification ("PERM"), in violation of 8 U.S.C. § 1324b.

WHEREAS, on August 13, 2025, IER also initiated three charge-based investigations of OpenAI, DJ#s 197-11-1181, 197-11-1183, and 197-11-1184 (collectively, with DJ# 197-11-1180, "OpenAI Investigations"), related to PERM recruitment.

WHEREAS, on September 9, 2025, IER initiated a charge-based investigation of Statsig, Inc., DJ# 197-WAW-1 (together, with the OpenAI Investigations, "the Investigations").

WHEREAS, the Investigations found reasonable cause to believe that for OpenAI, beginning no later than June 2023, and continuing until at least April 2025**,** the company engaged in a pattern or practice of citizenship status discrimination in five PERM-related advertisements, in violation of 8 U.S.C. § 1324b(a)(1)(B). Similarly, in July 2025, Statsig violated 8 U.S.C. § 1324b(a)(1)(B) in one PERM-related recruitment. Specifically, IER determined that both companies did not allow U.S. workers to submit applications to PERM-related positions in the same manner they accept other job applications, such as electronically through their external job website. Instead, the companies required U.S. workers to submit their applications by mail. IER determined that this additional burden was not required under the PERM process and did not occur during non-PERM recruitment.

WHEREAS, OpenAI denies and continues to deny IER's allegations and the findings of the OpenAI Investigations.

WHEREAS, this Settlement Agreement shall not be deemed, construed, or interpreted by any Party to be an admission of any violation of any statute or law, or of any wrongdoing or liability.

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

II. TERMS OF SETTLEMENT

1. This Agreement shall become effective as of the date the last Party signs the Agreement, referred to as the "Effective Date." The term of this Agreement is three years following the Effective Date.

2. Respondents shall make a payment to the United States Treasury in the amount of $1,200,000. Said payment shall not be deemed, construed, or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability.

3. The monies discussed in paragraph 2 shall be paid via the FedWire electronic fund transfer system within 60 days of Respondents' receipt of a fully signed copy of this Agreement and fund transfer instructions. IER will provide Respondents instructions for the FedWire electronic transfer. Respondents shall send a confirmation of the payment to Liza.Zamd@usdoj.gov and Jennifer.Norton@usdoj.gov on the day the funds are transferred. The email confirming payment shall have Respondents' name and DJ# 197-11-1180/WAW-1 in the subject line.

4. Respondents shall set aside $2,000,000, for potential back pay to U.S. workers. Respondents' total liability for back pay shall not exceed $2,000,000 in the aggregate. Within 90 days of the Effective Date, Respondents shall provide IER with all of the information and documentation Respondents received from or about any individuals who applied for a PERM position with OpenAI since June 1, 2023, and with Statsig, since July 1, 2025 ("potential claimant"). Application methods include, but are not limited to, e-mails sent to or from Respondents about PERM positions, electronic applications through State Workforce Agency websites, and individuals who applied by mail.

5. Within 180 days of the Effective Date, IER will contact any potential claimant to determine if they are eligible for back pay. Eligibility includes IER's determination that the potential claimant was a protected individual under 8 U.S.C. § 1324b(a)(3) on or within 30 days of their application with either Respondent. If IER determines there is sufficient evidence that a potential claimant is eligible for back pay by possessing the minimal qualifications, IER will provide Respondents with the individual's name, mailing address, Social Security number, a completed W-4, and the amount of back pay that Respondents will pay the individual. Respondents shall deduct any taxes and other required withholdings from the amount due. The payments shall be made within 30 days of the later of Respondents receiving a completed W-4 tax form and the waiver that Respondents and IER shall mutually agree upon. Absent any additional consideration not contemplated in this paragraph, any waiver Respondent proposes shall be limited to claims under 8 U.S.C. § 1324b.

6. In accordance with 8 U.S.C. § 1324b, Respondents shall not discriminate in hiring or recruiting on the basis of citizenship status in violation of 8 U.S.C. § 1324b.

7. Respondents shall draft a policy outlining the steps governing any PERM recruitment process ("PERM policy"). This policy shall prohibit discrimination on the basis of citizenship status in the PERM recruitment process. Within 120 calendar days of the

Effective Date, Respondents shall submit the draft of their respective PERM policy to IER for review and approval. IER shall review each Respondent's PERM policy to ensure conformity with the Agreement and 8 U.S.C. § 1324b, and, if necessary, the Parties shall engage in a dialogue regarding any material revisions to any PERM policy that IER determines are necessary. Respondents shall implement their respective PERM policy within 30 days of receiving IER's approval. In its PERM revised policy, Respondents shall:

a. Ensure that each PERM-related position will have its own unique identifier—such as a unique URL, requisition number, or posting ID—that will allow the position to be searchable from Respondents' internal (if any) and external career websites, and will allow individuals to apply electronically through those pages;

b. Post all PERM-related positions on its internal (if any) and external career websites;

c. Accept electronic applications for PERM-related positions through its internal (if any) and external career websites in the same manner as non-PERM recruitment;

d. Ensure that postings to state workforce agency ("SWA") websites direct applicants to apply to PERM-related positions electronically through Respondents' external career website, and include the unique identifier referenced in Paragraph 7(a), where permitted by Department of Labor ("DOL") regulations and SWA rules. However, nothing in this agreement prevents Respondents from allowing SWA applicants to apply electronically, directly through the SWA portal;

e. Enable their respective applicant tracking systems to capture all applications to PERM-related positions submitted through Respondents' internal (if any) and external websites, enabling such applicants to be searchable and remain searchable in the same manner as applicants to non-PERM related positions, and allowing Respondents' recruiting teams to identify, consider, and/or hire such applicants for Respondents' respective job opportunities; and

f. Conduct a good faith review of the qualifications of applicants to future PERM-related positions, only reject U.S. workers for lawful job-related reasons, and ensure that Respondents do not discriminate against any applicant based on citizenship status when complying with 20 C.F.R. § 656.10(c).

8. During the term of this Agreement, Respondents shall provide all subsequent draft revisions to any PERM recruitment policies described in Paragraph 7 to IER for review and approval. IER shall have 30 days to review the policy to ensure conformity with the Agreement and 8 U.S.C. § 1324b and approve such policy or, if necessary, initiate a dialogue among the Parties regarding the policy. No Respondent shall implement any policy revisions, other than changes following guidance from DOL, until the Respondent receives IER's approval.

9. If, during the term of this Agreement, DOL issues a final rule that conflicts with, supersedes, or materially modifies any PERM-related obligation in this Agreement, the Parties shall meet and confer in good faith regarding the impact of the rule. The Parties shall amend the affected provision(s) as necessary to conform with the final rule while preserving, to the extent practicable, the objectives of this Agreement. Respondents shall not be required to comply with any provision that is inconsistent with a subsequently effective final rule.

10. During the term of this Agreement, Respondents shall prepare a semi-annual report of their respective recruiting procedures for PERM-related positions, to the extent there are any, with the first report to be prepared six months following the Effective Date and subsequent reports to be prepared every six months thereafter. This report shall list the PERM-related positions for which a PERM application was filed, the number of applications submitted for each, and the number of applicants a Respondent deemed qualified for each position. In determining whether an applicant is or was "qualified":

    a. Respondent may use any job-related inquiries, such as technical interviews or assessments (including, *e.g.,* testing coding ability), for PERM-related positions where the same interviews or assessments are used for comparable non-PERM positions;

    b. Such interviews and assessments may be used to evaluate whether a candidate can perform the required job duties at the level required for the position and shall be applied consistently and based on the requirements of the PERM-related position so long as they are used for comparable non-PERM positions; and

    c. The term "qualified" for the purposes of this provision shall relate to an application that was submitted by a U.S. worker who met the applicable PERM qualification standard under 20 C.F.R.§ 656.17(g)(2), and shall not be interpreted to mean the individual met Respondents' ordinary hiring standard.

11. Within 60 days of the Effective Date, Respondents shall ensure that each of its employees, recruiters, contractors, and agents with any role in PERM recruitment, including those who assist or engage in drafting, reviewing, disseminating, or posting job advertisements, receives training regarding how to avoid the types of discrimination prohibited under 8 U.S.C. § 1324b.

    a. The training required under this paragraph shall consist of the following:

        i. Viewing IER's On-demand Employer Training video, which is publicly available at https://www.justice.gov/crt/webinars;

        ii. Reviewing IER's Employer Fact Sheet titled "Information for Employers About Citizenship Status Discrimination," which is publicly available at https://www.justice.gov/crt/media/961626/dl?inline; and

        iii. Reviewing all information presented on IER's webpage addressing "Best Practices for Recruiting and Hiring Workers," which is publicly available at https://www.justice.gov/crt/best-practices-recruiting-and-hiring-workers.

b. All employees will be paid their normal rate of pay, and the training will occur during their normally scheduled workdays and work hours. Each Respondent shall bear all of its respective costs associated with the training.

c. Each Respondent shall compile attendance records listing the individuals who completed the training described in this paragraph, including their full name, job title, and the date(s) of the training, and shall send the records via email to Liza.Zamd@usdoj.gov and Jennifer.Norton@usdoj.gov (or any other individual IER designates), within 30 days of each individual satisfying the requirements in this paragraph. The subject line of the email transmitting those attendance records shall include Respondent's name and DJ# 197-11-1180/WAW-1.

d. During the term of this Agreement, any employees who are hired into the roles described above shall complete the training set forth in this paragraph within 30 days of starting in this capacity. Individuals who assume the duties associated with these roles after the 60-day period referenced above, shall complete the training set forth in this paragraph before performing any responsibilities related to the PERM process.

11. During the term of this Agreement, IER reserves the right to make such reasonable inquiries of Respondents, as IER, in its discretion, believes necessary or appropriate to assess either or both Respondents' compliance with this Agreement, including, but not limited to, requiring written reports from Respondents concerning their compliance. Nothing in this Agreement limits IER's right to inspect Respondents' Forms I-9, together with any attachments, photocopies or other related documents (if copies are retained), with at least three business days' notice pursuant to 8 C.F.R. § 274a.2(b)(2)(ii).

12. If IER has reason to believe that either or both Respondents have violated any provision of this Agreement, IER shall notify the relevant Respondent of the purported violation rather than initiate a new investigation or seek to judicially enforce the Agreement. The relevant Respondent shall have 30 days from the date it is notified by IER of the purported violation(s) to cure the violation(s) to IER's satisfaction.

13. This Agreement does not affect the right of any individual to file a charge alleging an unfair immigration-related employment practice against Respondents with IER, IER's authority to investigate Respondents or file a complaint on behalf of any such individual, or IER's authority to conduct an independent investigation of Respondents' employment practices occurring after the Effective Date or outside the scope of the Investigations.

14. This Agreement resolves any and all differences among the Parties relating to the Investigations, DJ#s 197-11-1180, 197-11-1181, 197-11-1183, 197-11-1184, and 197-WAW-1, through the Effective Date. The provisions of Paragraph 2 notwithstanding, IER shall not seek from Respondents any additional civil penalty for any violation of 8 U.S.C. § 1324b(a) that are the subject of the Investigations, through the Effective Date.

III. ADDITIONAL TERMS

15. This Agreement is governed by the laws of the United States. This Agreement shall be deemed to have been drafted by all 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 any Party's right to argue that other terms in the Agreement are material.

16. The United States District Court for the Northern District of California shall be the preferred venue for enforcement of any claims over which that court has subject matter jurisdiction. Otherwise, a Party must bring any claims or counterclaims 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.

17. The Parties agree that, as of the Effective Date, litigation concerning the violations of 8 U.S.C. § 1324b that is the subject of the Investigations is not reasonably foreseeable. To the extent that any Party previously implemented a legal hold to preserve documents, electronically stored information, or things related to this matter, the Party is no longer required to maintain such a legal hold. Nothing in this paragraph relieves any Party of any other obligations imposed by this Agreement.

18. 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 invalidated 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.

19. The Parties agree to bear their own costs, attorneys' fees, and other expenses incurred in the Investigations.

20. This Agreement sets forth the entire agreement among the Parties and fully supersedes any and all prior agreements or understandings among the Parties pertaining to the subject matter herein.

21. 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 electronically transmitted signatures.

OpenAI

By: Signed by: Renny Hwang 71A9839BF0F04BA... Dated: 8/3/2026

Renny Hwang
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