

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”), the material terms of which are set forth in Part II below, is made and entered into by and between Frank Recruitment Group, 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 November 29, 2022, IER notified Respondent by letter that IER had opened an independent investigation (DJ #197-17M-386) (“IER Investigation”) under U.S.C. § 1324b(d)(1) to determine whether its hiring or recruiting practices violated the antidiscrimination provision of the Immigration and Nationality Act (“INA”), 8 U.S.C. § 1324b.

WHEREAS, pursuant to 8 U.S.C. § 1324b(d)(1), IER determined there is reasonable cause to believe that Respondent, doing business under its eight brands (Revolent Group, Nigel Frank International, Mason Frank International, Washington Frank International, Anderson Frank International, Nelson Frank International, Jefferson Frank International, and FRG Technology Consulting), violated 8 U.S.C. § 1324b(a)(1)(B) when it posted numerous online job advertisements that restricted opportunities to U.S. citizens and permanent residents, thereby excluding and deterring applications from certain non-U.S. citizens, including refugees and individuals granted asylum by the federal government, without any legal justification for those limitations, so that payment of civil penalties and injunctive relief are necessary to redress Respondent’s conduct.

WHEREAS, the Respondent contends that its actions were not unlawful and it did not engage in violations of 8 U.S.C. §1324b; that it has cooperated with IER in the course of the investigation; that there have been no adjudicated findings of any unlawful actions; and that monetary payments made in connection with this Agreement are for purposes of achieving a negotiated resolution and do not constitute payment of a civil monetary penalty; and further, Respondent maintains that it recruits, hires, and retains qualified candidates across diverse backgrounds and nationalities and has no interest in or intention to limit opportunities based on citizenship status or to dissuade any qualified candidates from applying for any position for which it seeks skilled candidates on behalf of an employer.

WHEREAS, the Parties wish to resolve the IER 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 IER Investigation 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, which date is referenced herein as the “Effective Date.” The term of this Agreement shall be three years following the Effective Date.

2. All emails to IER required under this Agreement shall be addressed to William Hanrahan (william.hanrahan@usdoj.gov) and Allena Martin (allena.martin@usdoj.gov) or any other personnel IER designates in writing and shall have Respondent's name and the reference number 197-17M-386 in the subject line. All emails to Respondent shall be addressed to Eric Bord (eric.bord@morganlewis.com) and David Liebman (d.liebman@tenthrevolution.com).
3. Respondent shall remit payments to the United States Treasury totaling \$100,000.
4. Within 5 days after the Effective Date, Respondent shall email to IER Respondent's business address and the name, title, email address, phone number, and business address (if different than Respondent's business address) of the individual responsible for effectuating the payments referenced in paragraph 3.
5. Within 20 days of the Effective Date or receipt of the fund transfer instructions from IER, whichever is later, Respondent shall make an initial payment of \$25,000 to be credited against the total payment referenced in paragraph 3 via the FedWire electronic fund transfer system, based on instructions to be provided by IER. Respondent shall make additional payments of \$25,000 on July 1, 2024; October 1, 2024; and December 31, 2024. On the day of each payment, Respondent shall email IER confirmation of the payment.
6. This Agreement resolves all issues between the Parties with respect to the IER Investigation through the Effective Date. Except as set forth in paragraph 3, IER shall not seek from Respondent any additional payment or non-monetary remedy for any alleged citizenship status discrimination in hiring in violation of 8 U.S.C. § 1324b that is the subject of the IER Investigation through the Effective Date. The foregoing does not preclude IER's enforcement of this Agreement.
7. In accordance with 8 U.S.C. § 1324b, Respondent, directly or through its agents, shall not:
 - a. discriminate based on citizenship status (which includes immigration status) or national origin in hiring, recruitment, or discharge, including by publishing job advertisements with discriminatory job requirements, except as permitted by 8 U.S.C. 1324b(a)(2)(C); or
 - b. intimidate, threaten, coerce, or retaliate against any person for the purpose of interfering with a right or privilege secured by 8 U.S.C. § 1324b or because of the person's participation in any IER investigation, intention to file a charge with IER, or exercise of any other right or privilege secured by 8 U.S.C. § 1324b, including, but not limited to, complaining formally or informally about or opposing conduct that the person believes violates 8 U.S.C. § 1324b.
8. Respondent, directly or through its agents, shall not reference any specific citizenship, immigration, or visa status, or any preference or requirement related thereto, in any job posting it publishes or permits a third party to publish on its behalf, except for language conveying a citizenship status requirement for a specific position that the incumbent is required to satisfy to comply with a law, regulation, executive order, governmental contract, or Attorney General directive. Notwithstanding the above, nothing in this paragraph prohibits Respondent, directly or through its agents, from indicating on any job posting that it will only consider candidates who are authorized to work in the U.S. without employer sponsorship.

9. Respondent shall refer all applicants and employees who complain, formally or informally, of citizenship status discrimination in Respondent's hiring, firing, recruiting, or employment eligibility verification ("EEV") processes to IER's worker hotline (800-255-7688) and website (<http://www.justice.gov/ier>) and advise the affected individual of his or her right to file a charge of discrimination with IER if he or she believes Respondent may have discriminated against him or her in violation of the antidiscrimination provision of the Immigration and Nationality Act.
10. Within 30 days of the Effective Date, Respondent shall post a link to the English version and Spanish version of the IER "If You Have The Right to Work" poster ("IER Poster") PDF file (available at <https://www.justice.gov/crt/worker-information#poster>) on all of its brands' websites on the principal careers landing page related to U.S. employment opportunities with Respondent.
11. Within 30 days of the Effective date, Respondent shall electronically transmit to all employees, agents, and contractors with any role in recruiting (including advertising positions and communicating with potential candidates), hiring, firing, the EEV process, or training or supervising individuals in such roles (collectively, "Hiring Personnel") a link to the IER webpage titled "Best Practices for Recruiting and Hiring Workers" (available at <https://www.justice.gov/crt/case-document/file/1133936/download>) and a PDF copy of the IER flyer titled "Information for Employers About Citizenship Status Discrimination" (available at <https://www.justice.gov/media/961626/dl?inline>). Respondent shall require each of the Hiring Personnel to acknowledge in writing their review of these materials within 10 days of receipt, and shall, upon IER's request, provide copies of the written acknowledgements.
12. Within 60 days of the Effective Date, Respondent shall create or revise, as necessary, employment policies and existing written training materials to reflect the requirements of paragraphs 7 to 9 above and email such documents to IER for review. IER shall review the documents to determine whether they comply with this Agreement and 8 U.S.C. § 1324b and, if they do not, IER shall notify Respondent and, within 30 days thereafter, Respondent shall make the necessary revisions to bring them into compliance. During the term of this Agreement, Respondent shall provide any subsequent revisions to such policies and training materials to IER for review and approval at least 30 days prior to their proposed effective date.
13. Within 90 days of the Effective Date, Respondent shall train its Hiring Personnel regarding their obligation to comply with 8 U.S.C. § 1324b, as follows:
 - a. The training shall consist of a free webinar provided by IER.
 - b. Respondent shall bear all costs associated with the training and pay each employee who attends the training their normal rate of pay for the time spent at the training.
 - c. Within 30 days of the training, Respondent shall compile and send via email to IER analytical data of employee attendance at the training that includes the identities and job titles of attending employees and the duration of their attendance.

- d. During the term of the Agreement, all Hiring Personnel who miss the initial training because they assume or resume such duties after the initial training has occurred, shall view any training provided in accordance with paragraph 13(a) that was recorded, or, if no such recording was made, an IER Employer/HR Representative webinar within 30 days of assuming or resuming such duties.
14. Within 90 days after the Effective Date, Respondent will review and, as necessary, revise, all job applications, job advertisements, and onboarding materials it provides to applicants and employees to ensure that they comply with 8 U.S.C. § 1324b.
15. During the term of this Agreement, all Hiring Personnel shall certify every six months that, during the previous six months, they have not imposed or communicated any unlawful citizenship status restriction during recruiting and hiring, including, but not limited to, adding an unlawful citizenship restriction to a job description or advertisement, or communicating such a restriction to potential applicants through email, LinkedIn message, or any other form of communication. Respondent shall retain all certifications and provide them to IER every six months along with a list of the names and job titles of all Hiring Personnel employed with Respondent at the time of the certifications, beginning six months after the Effective Date of the Agreement. IER reserves the right to make additional reasonable inquiries to Respondent to determine Respondent's compliance with this Agreement. A reasonable inquiry may include, but is not limited to, requesting written reports and examining Respondent's documents. Within 30 days of any inquiry by IER, Respondent shall comply with any requests IER makes unless IER grants Respondent additional time to comply.
16. Nothing in this Agreement limits IER's right to inspect Respondent'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. 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 without opening an investigation. Respondent will have 30 calendar days from the date of IER's notification to provide an explanation regarding the purported violation. If Respondent's explanation does not satisfy IER's concern, Respondent will have 60 calendar days from the date of IER's dissatisfaction with Respondent's explanation to cure the purported violation to IER's satisfaction before IER deems Respondent to be in violation of this Agreement.
18. This Agreement does not affect the right of any individual to file a charge with IER alleging an unfair immigration-related employment practice, IER's authority to investigate 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 IER Investigation.
19. Nothing in this Agreement affects the rights or obligation of the United States to educate the public regarding the Agreement and 8 U.S.C. 1324b, and each party maintains the right to issue press releases consistent with that party's positions regarding the terms of the Agreement. The parties further agree that the terms of this Agreement will speak for themselves, so that any public characterization of the Agreement that includes, attaches, or

links to the entire Agreement cannot be the basis for a party's failure to comply with the terms of the Agreement, nor shall either party offer such a public characterization as evidence of a breach of this Agreement or as the basis for any cause of action against a party in a court of law.

III. ADDITIONAL TERMS OF SETTLEMENT

20. 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.
21. The United States District Court for the Eastern District of Pennsylvania 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 this 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.
22. Should any court declare or determine that any provision of this Agreement is illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected and said illegal or invalid part(s), term(s), or provision(s) shall be deemed not to be a part of this Agreement. The Parties shall not, individually or in combination with, or through, another, seek to have any court declare or determine that any provision of this Agreement is invalid.
23. The Parties agree that, as of the Effective Date, litigation concerning the violations of 8 U.S.C. § 1324b that are the subject of the IER Investigation is not reasonably foreseeable. To the extent that any 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 the Parties of any other obligations imposed by this Agreement.
24. Neither Party will offer this Agreement as evidence of liability or lack thereof in a legal proceeding, and the Parties retain the right to use this Agreement in any legal proceeding or action to enforce the terms of this Agreement.
25. The Parties shall each bear their own costs, attorneys' fees, and other expenses incurred in this action.
26. 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 IER Investigation.
27. 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.

Frank Recruitment Group, Inc.

By:

DocuSigned by:
Lewis Miller
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March 26, 2024
Dated: _____

Lewis Miller
Director

Immigrant and Employee Rights Section

By:

[Handwritten signature]

Dated: 3-27-24

Alberto Ruisanchez
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