

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”) is entered into by and between Infinity Employment Solutions, Inc. (formerly d/b/a Express Employment Professionals of Mesquite, Texas) (“Respondent”) and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section (“IER”) (together, “the parties”).

I. BACKGROUND

WHEREAS, on June 16, 2021, IER accepted as complete a charge filed pursuant to 8 U.S.C. § 1324b(b)(1) by [REDACTED] (“Charging Party”) against Respondent, DJ# 197-73-603 (the “IER Charge”), alleging unfair documentary practices and citizenship status discrimination in violation of the unfair immigration-related employment practices provisions of 8 U.S.C. § 1324b (“Act”);

WHEREAS, the Immigrant and Employee Rights Section’s investigation of the IER Charge (the “IER Investigation”) determined that there is reasonable cause to believe that Respondent discriminated against the Charging Party based on his citizenship status during its process for verifying employment eligibility, when it required a specific document, a Permanent Resident Card, because he was a Lawful Permanent Resident, in violation of 8 U.S.C. § 1324b(a)(6). Respondent’s practice affected the Charging Party’s employment by preventing him from working in June 2021, even though he presented sufficient documentation to establish his work authorization;

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;

WHEREAS, Respondent represents that it sold certain assets, is no longer in business, no longer recruits, refers, or hires employees in any capacity, no longer engages in employment eligibility verification, nor intends to engage in employment eligibility in the future;

NOW, THEREFORE, in consideration of the mutual promises contained below and to fully and finally resolve the instant 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 considered to be and referenced herein as the “Effective Date.” The “term of this Agreement” is defined as and shall be three years following the Effective Date.

2. Respondent shall pay civil penalties to the United States Treasury in the amount of \$2,232.00.
3. Respondent shall provide IER with the name, title, email address, and telephone number of the individual responsible for effectuating payment of the civil penalties no later than the Effective Date. Respondent shall pay the monies discussed in paragraph 2 via the FedWire electronic fund transfer system within ten business days of receiving fund transfer instructions from IER. On the day of payment, Respondent shall send confirmation of the payment to Mark Loper at mark.loper@usdoj.gov and IER@usdoj.gov. The email confirming payment shall have Respondent's name and the investigation number, DJ # 197-73-603, in the subject line.
4. Respondent shall pay Charging Party \$2,080 in back pay, plus interest calculated at the IRS underpayment rate, compounded daily through the Effective Date, less any withholdings required by law. Within 15 business days of the Effective Date, Respondent shall send all necessary tax forms Charging Party will need to complete to receive the back pay via email to the email address IER shall provide with instructions on how to submit the completed forms electronically. Within 30 days of receipt of Charging Party's tax forms, Respondent shall make the payment to Charging Party. On the day of payment, Respondent shall confirm via email to Mark.Loper@usdoj.gov and to [counsel for Respondent](#) that payment was made and attach documentary evidence of such payment.
5. Except as set forth in Paragraphs 2 and 4, above, IER shall not seek from Respondent any additional monetary payment or civil penalty for any discrimination in violation of 8 U.S.C. § 1324b that is the subject of the IER Charge and the IER Investigation through the Effective Date.
6. Respondent shall not disclose to any employer or prospective employer of the Charging Party any information or documentation related to the IER Charge or the IER Investigation unless requested by subpoena, court order, or otherwise required by law.
7. In accordance with 8 U.S.C. § 1324b, Respondent shall not:
 - (a) discriminate on the basis of citizenship, immigration status, or national origin in violation of 8 U.S.C. § 1324b.
 - (b) discriminate in the employment eligibility verification and reverification processes; Respondent shall not (i) refuse to honor documentation that on its face reasonably appears to be genuine, relates to the person, and satisfies the requirements of 8 U.S.C. § 1324a(b); (ii) request more or different documents than are required by law; and (iii) fail to permit all employees to present any document or combination of documents acceptable by law both at initial hire

and during any lawful reverification of continued employment authorization.

- (c) intimidate, threaten, coerce, or retaliate against any person for participating in this matter or the exercise of any right or privilege secured by 8 U.S.C. § 1324b.

8. If Respondent or its subsidiaries or agents engage in any employment eligibility verification activities during the term of the Agreement, Respondent shall complete the following tasks within 30 days prior to engaging in such employment eligibility verification activities:
 - (a) post an English and Spanish version of the IER “If You Have The Right to Work” poster (“IER Poster”), in color and measuring no smaller than 8.5” x 11”, an image of which is available at <https://www.justice.gov/crt/worker-information#poster>, in all places where notices to employees and job applicants are normally posted. The IER Poster will remain posted for the term of the agreement as long as Respondent or its subsidiaries or agents are engaged in employment eligibility verification activities;
 - (b) provide a copy of the most current version of the Form I-9 Lists of Acceptable Documents (“Lists”) to individuals at the same time and in the same manner as Respondent provides them with the Form I-9 to complete, and shall inform those individuals of their right to choose to present any documentation that is on the Lists or is otherwise acceptable for purposes of employment eligibility verification or reverification, regardless of national origin, citizenship, or immigration status;
 - (c) ensure that all individuals who are responsible for formulating, providing training on, or implementing Respondent’s hiring, firing, equal employment, and employment eligibility verification policies, including all managers and employees who have any role in the employment eligibility verification process, such as completing the Form I-9 and/or using the E-Verify program (“Human Resources Personnel”), have readily available the most current version of the Form I-9, USCIS Employment Eligibility Verification Handbook for Employers (M-274) (“Handbook”), available at www.uscis.gov/I-9, and the most current USCIS E-Verify Manual (M-775) (“Manual”), available at www.uscis.gov/USCIS/Verification/E-Verify/E-Verify_Native_Documents/manual-employer_comp.pdf. Copies of these documents and future revisions of the Form I-9, Handbook, and Manual can be obtained from United States Citizenship and Immigration Services at www.uscis.gov;

- (d) review any existing employment policies and revise such policies, or develop and propose new policies, that relate to nondiscrimination in hiring, employment eligibility verification and reverification, including completion of the Form I-9, and provide them to IER. IER shall review and approve such policies to ensure their compliance with 8 USC §1324b and this Agreement. These revised or new employment policies shall:
- i. prohibit discrimination on the basis of citizenship or immigration status, and national origin (1) in the hiring and firing process as prohibited by 8 U.S.C. § 1324b; (2) during the Form I-9 employment eligibility verification and reverification process; and (3) in the E-Verify process;
 - ii. include, as lawful and appropriate, citizenship, immigration status, and national origin as prohibited bases of discrimination; any similar Equal Employment Opportunity (EEO) statements Respondent includes in printed or electronic materials available to the public or employees shall also include these prohibited bases of discrimination;
 - iii. refer applicants and employees who complain, formally or informally, of discrimination in the hiring, firing, or Form I-9 employment eligibility verification and reverification processes immediately to the Immigrant and Employee Rights Section by directing the affected individual to the IER Poster and IER's worker hotline and website, and advise the affected individual of the right to file a charge of discrimination with the Immigrant and Employee Rights Section; and
 - iv. 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 a lawful manner in any investigation or action under 8 U.S.C. § 1324b.

For any future revisions to such policies or practices relating to nondiscrimination on the basis of citizenship, immigration status, or national origin during the term of this Agreement, Respondent shall provide such revisions to IER for approval to mark.loper@usdoj.gov at least 30 days prior to the proposed effective date of such new or revised policies.

- (e) During the term of this Agreement, all Human Resources Personnel and any other individuals whose job duties involve employment eligibility verification shall receive training on 8 U.S.C. § 1324b, the appropriate use of E-Verify, and the employment eligibility verification and reverification processes as related to discrimination on the basis of citizenship, immigration status, or national origin.
 - i. At IER’s discretion, the training will consist of viewing a recorded, free “IER Employer/HR Representative” webinar presentation, with registration available at <https://www.justice.gov/crt/webinars>.
 - ii. All employees will be paid their normal rate of pay, and the training will occur during their normally scheduled workdays and work hours. Respondent shall bear all of its costs associated with these training sessions.
 - iii. During the term of the Agreement, all new Human Resources Personnel and personnel involved in the Form I-9 and E-Verify processes who are hired after the training described in this paragraph has been conducted shall attend an IER Employer/HR webinar training within 60 days of hire or promotion.

- (f) Respondent shall compile attendance records listing the individuals who comply with the training as described in this paragraph, including the individual(s)’ full name, job title, signature, and the date of the training, and send the records via email to mark.loper@usdoj.gov within 10 days of each training session. The emails transmitting attendance records shall have Respondent’s name and the investigation number, DJ # 197-73-603, in the subject line.

- (g) During the term of this Agreement, all Human Resources Personnel and any authorized individuals who transmit Form I-9 information to E-Verify shall register for email updates from USCIS on the following topics by visiting <https://public.govdelivery.com/accounts/USDHSCISEVERIFY/subscriber/new>:
 - i. Federal Register Announcements;
 - ii. E-Verify updates;
 - iii. Temporary Protected Status; and
 - iv. I-9 Central.

9. 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, including but not limited to E-Verify transaction histories and user audit reports. At IER's discretion, Respondent shall provide such documents in Excel or .csv format unless the parties agree otherwise.
10. During the term of this Agreement and every four months during the term of this Agreement, Respondent shall provide IER with all Forms I-9 where Respondent completed Section 2 or Section 3 within the previous four-month period or an Excel spreadsheet with all available Form I-9 and E-Verify fields for all individuals hired or reverified within the previous four month period.
11. 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. Respondent shall, at IER's discretion, provide data fields from such documents in Excel spreadsheet format unless requested otherwise.
12. 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 discrimination 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 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 under the Act 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 of the scope of the IER Investigation.
14. This Agreement resolves any and all differences under 8 U.S.C. § 1324b between the parties relating to investigation, DJ # 197-73-603 through the Effective Date of this Agreement.

III. OTHER TERMS

15. The United States District Court for the Northern District of Texas 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.
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 will not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement invalid.
 17. The parties shall bear their own costs, attorneys' fees and other expenses incurred in this investigation.
 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.
 19. 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.
 20. 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 shall be bound by facsimile signatures.

**Infinity Employment Solutions formerly d/b/a
Express Employment Professionals of Mesquite, Texas**

By: 
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Alessandra Beserra
Owner

Dated: 4/2/2024

Immigrant and Employee Rights Section

By: 
Alberto Ruisanchez
Deputy Special Counsel

Dated: 4-11-2024

Julia Heming Segal
Special Litigation Counsel

Laura E. Varela-Addeo
Trial Attorney

Mark Loper
Equal Opportunity Specialist