

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”), the material terms of which are set forth in part II below, is made and entered into by and between Securitas Security Services USA, Inc. (“Respondent” or “Securitas”), and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section (“IER”) (together, “the Parties”).

I. BACKGROUND

WHEREAS, on February 16, 2021, IER received a charge (“IER Charge”) filed by [REDACTED] (“Charging Party”), alleging Respondent committed unfair documentary practices based on citizenship status in violation of the anti-discrimination provision of the Immigration and Nationality Act, 8 U.S.C. § 1324b (“Act”);

WHEREAS, on February 25, 2021, IER notified Respondent that IER had initiated an investigation of the IER Charge, designated as DJ # 197-11-1017, and on June 24, 2022, IER notified Respondent that IER had opened an independent investigation of Respondent pursuant to its authority under 8 U.S.C. § 1324b(d)(1), designated as DJ # 197-11-1060 (together “the IER Investigations”), to determine whether Respondent engaged in any unfair employment practices prohibited under the anti-discrimination provision of the Act;

WHEREAS, IER concluded based upon the IER Investigations that there is reasonable cause to believe that Respondent discriminated against Charging Party, a lawful permanent resident, when it required Charging Party to present a Permanent Resident Card for the Form I-9, based on her citizenship status, in violation of 8 U.S.C. § 1324b(a)(6). In addition, IER determined that there is reasonable cause to believe Respondent’s East Bay Area locations engaged in a pattern or practice of unfair documentary practices against lawful permanent residents between February 3, 2020, and December 20, 2021, one instance of unfair documentary practices against another non-citizen authorized to work between February 3, 2020, and December 20, 2021, and additional instances of unfair documentary practices against lawful permanent residents between December 26, 2021, and June 23, 2022, in violation of 8 U.S.C. § 1324b(a)(6). Finally, IER determined that Respondent’s actions were at least in part brought about by a misunderstanding of its Form I-9 Employment Eligibility Verification (“EEV”) software’s photo matching tool, which at least some of Respondent’s employees believed required Respondent to collect a List A document from non-U.S. citizens, while allowing U.S. citizens to show the documentation of their choosing;

WHEREAS, Respondent denies that it engaged in discrimination against Charging Party or any other individual based on immigration or citizenship status. Respondent contends that it cooperated fully with IER in the course of its investigation; Respondent contends there have been no adjudicated findings of any unlawful actions, wrongdoing or non-compliance on the Respondent’s behalf. Respondent further contends neither this Agreement nor the Settlement Payment constitutes an admission by the Company of any fault, wrongdoing, misconduct, liability or violation of any local, state or federal statute or common law.

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 IER's reasonable cause finding 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 two years following the Effective Date.
2. Respondent shall pay a civil penalty to the United States Treasury in the amount of \$100,000.00.

Respondent shall pay these monies in two equal installments, the first of which is due 14 calendar days from the date of receipt of fund transfer instructions from IER and the second of which is due 140 calendar days from the Effective Date. Respondent shall, for each installment, send confirmation of the payment to Ramya.Sekaran2@usdoj.gov (or any other individual(s) IER designates) on the day the funds are transferred. The email confirming payment shall have Respondent's name and the investigation numbers, DJ# 197-11-1017, 1060, in the subject line.

3. Respondent shall give IER the name, title, business mailing address, email address, and telephone number of the individual responsible for effectuating payment of the civil penalty no later than five calendar days after the Effective Date. Respondent shall pay the monies discussed in paragraph 2 using the FedWire electronic fund transfer system.
4. Respondent shall set aside a total of \$75,000.00 to compensate individuals who can demonstrate to IER's satisfaction, that they suffered economic damages in the form of loss of pay from a refusal to hire, delayed hire, suspension, termination, or other periods of lost work (together, "economic harm") as a result of the discrimination in Respondent's East Bay Area Employment Eligibility Verification process, hereinafter referred to as the "Back Pay Fund." The Back Pay Fund shall be paid out in accordance with the following:
 - a. An individual shall be considered a Possible Claimant if that individual had sufficient documentation to satisfy 8 U.S.C. § 1324a(b)'s requirements at the time of onboarding, and lost work (e.g., faced a hiring delay, was suspended, was fired, or not hired) because the individual did not produce a document from List A of the Form I-9 List of Acceptable Documents for the EEV process, and the individual satisfies one of the criteria below:
 - i. Individuals who attested on the Form I-9 to being a lawful permanent resident at the time of onboarding who started the onboarding process with Respondent between February 3, 2020, and June 23, 2022, or

- ii. Individuals who attested on the Form I-9 to being a non-citizen authorized to work (formerly known as “alien authorized to work”) and who started the onboarding process with Respondent between February 3, 2020, and June 23, 2022.
- b. Within 45 calendar days of the Effective Date, Respondent will, using its employment records, generate a Tentative List of Possible Claimants based on the criteria set forth in Paragraph 4(a). The Tentative List of Possible Claimants shall include all current or former employees who attested on their Forms I-9 to being lawful permanent residents and non-citizens authorized to work (formerly “aliens authorized to work”) who were:
 - i. Marked as withdrawn or rejected for insufficient I-9 documents in Respondent’s Human Capital Management (HCM) system;
 - ii. Delayed in completing Section 2 of their Form I-9 because they initially failed to present a List A document; and/or
 - iii. Terminated or unable to complete onboarding because they failed to present a List A document for the Form I-9 and/or E-Verify.

Respondent will send the Tentative List of Possible Claimants to IER. The Tentative List of Possible Claimants shall, for each individual, contain their name, last known home address, last known telephone number(s), last known cell number(s), Section 1 date(s), Section 2 date(s)(if any), Section 3 date(s) (if any), termination date(s) (if any), A/USCIS number (if applicable), date of birth, Social Security number, and email address.

- c. Within 70 calendar days of the Effective Date, IER shall send Respondent a Final List of Possible Claimants.
- d. Within 80 calendar days of the Effective Date, Respondent shall send all individuals on the Final List of Possible Claimants:
 - i. Attachment A (“Back Pay Letter FAQ”) by regular mail and in the text of an email; and
 - ii. Attachment B (“Back Pay Claim Form”) in the same letter as Respondent sends Attachment A, and as an attachment to an email where Attachment A is included in the text of the email.
- e. Within 200 calendar days from the Effective Date, Possible Claimants must return completed Back Pay Claim Forms to IER (either via mail or email), except as provided for in Paragraph 4(m).
- f. IER shall have until 260 calendar days after the Effective Date to make back pay determinations. During this time, Respondent shall produce any

information IER requests to determine back pay eligibility, within 10 calendar days of IER's request.

- g. Each individual who, in IER's sole discretion, satisfies the eligibility criteria under this Paragraph, will be deemed a Back Pay Recipient and is entitled to receive \$3,200, subject to paragraph 4(j).
- h. Notwithstanding any other provision in this Paragraph, any individual who, in IER's sole discretion, demonstrates that they suffered economic harm as a result of the alleged discrimination in Respondent's EEV process, may be designated by IER as a Back Pay Recipient under this Paragraph, even if the individual did not qualify as a Possible Claimant or receive communications from Respondent pursuant to this Paragraph. Such Back Pay Recipients shall be entitled to the amount of compensation set forth in Paragraph 4(g).
- i. IER will send Respondent a list of Back Pay Recipients, if any, including the name and mailing address of each Back Pay Recipient, within 260 calendar days of the Effective Date, provided that Respondent timely complies with its obligations under Paragraph 4. In the event that Respondent fails to timely comply with its obligations under Paragraph 4, the time for IER to complete the list of Back Pay Recipients, and all other subsequent deadlines under this Paragraph, shall be extended by the same amount of time as Respondent's non-compliance.
- j. If the Back Pay Fund is insufficient to cover the claims of the Back Pay Recipients, Respondent shall compensate each Back Pay Recipient a *pro rata* share of the Back Pay Fund in the amount IER determines.
- k. Within 20 calendar days of IER providing the list of Back Pay Recipients, Respondent shall issue checks in the amounts, and to the individuals, identified on the list of Back Pay Recipients, and will mail the checks to the addresses on the list of Back Pay Recipients or any updated address that IER sends to Respondent, or will directly deposit the money in the Back Pay Recipients' bank accounts. Respondent or its agent shall follow the applicable instructions contained in IRS Publication 957. <https://www.irs.gov/pub/irs-pdf/p957.pdf>
- l. Within 10 calendar days of mailing checks or directly depositing the amounts, Respondent shall provide IER with email confirmation that the checks were mailed to all relevant Back Pay Recipients and/or Respondent directly deposited the money into the Back Pay Recipients' bank accounts. Upon IER's request, Respondent shall also provide IER with a record of payment.
- m. Upon good cause shown, IER may determine that individuals who failed to contact IER in a timely manner are entitled to back pay if those individuals contact IER within 250 calendar days of the Effective Date.

- n. Other than the Attachments outlined in this Paragraph, if Respondent wishes to send written communication or documentation to any Possible Claimants or Back Pay Recipients regarding this Agreement, Respondent will send the proposed written communication and/or documentation to IER at least 10 calendar days in advance to allow IER to review, provide revisions, and approve such written communication and/or documentation. Respondent shall not send any such communications and/or documents without IER's advance review and approval.
 - o. If any individual contacts Respondent about Back Pay or relief under this Agreement, Respondent will note the individual's name and phone number, and direct the person to the phone number and email address that IER designates. Respondent will also notify IER within five calendar days of the contact and provide IER with the name and contact information Respondent collected.
5. 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 process; Respondent shall (i) 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) not request specific documents or more or different documents than are required by law; and (iii) 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 his or her participation in this matter or the exercise of any right or privilege secured by 8 U.S.C. § 1324b.
6. Respondent shall post an English and Spanish version of IER's "If You Have The Right to Work" poster ("IER Posters"), in color and measuring no smaller than 8.5" by 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 Posters will be posted no later than 14 calendar days after the Effective Date, and the posters will remain posted for the term of this Agreement.
7. Within 60 calendar days of the Effective Date, Respondent shall review, and, if necessary, create or revise any existing employment policies, training materials, and guidance that relate to hiring and/or the EEV process, to ensure they comply with the requirements of paragraph 7(a)-(f), and submit them to IER for review and approval, after which Respondent shall implement such policies, training materials, and guidance. IER's review and approval will focus on whether such documents comply with 8 U.S.C.

§ 1324b and this Agreement. Respondent will, as needed, revise or create such documents to ensure they:

- a. Comply with all applicable Form I-9 and E-Verify rules;
 - b. Prohibit requesting more or different documents than required by law to establish permission to work in the United States, requesting specific EEV documents, or rejecting valid EEV documents, because of an individual's citizenship, immigration status, or national origin, regardless of whether such actions occur in the hiring, onboarding, or EEV processes;
 - c. Include citizenship status and immigration status as prohibited bases of discrimination—unless required to comply with a law, regulation, executive order, government contract, or Attorney General directive pursuant to 8 U.S.C. § 1324b(a)—as well as national origin. Such prohibitions shall also be included in any Equal Employment Opportunity statements Securitas provides in printed or electronic materials available to the public or employees;
 - d. Explain the reverification process, including the types of documents required for reverification (a document from either List A or List C), and prohibit unnecessary reverification of employees for the Form I-9, including of individuals who attested on the Form I-9 to being a lawful permanent resident and presented a Permanent Resident Card at initial hire, and individuals who attested on the Form I-9 to being a non-citizen authorized to work, did not include an expiration date in section 1 of the Form I-9, and presented documents that do not require reverification;
 - e. Refer applicants and employees who make a complaint of discrimination based on national origin, citizenship, or immigration status in connection with hiring, firing, recruiting or referring for a fee, or Form I-9 employment eligibility verification and/or reverification promptly to IER by directing the affected individual to the IER Posters, IER's worker hotline (800-255-7688), and IER's website (www.justice.gov/ier), and advise the affected individual of the right to file a charge of discrimination with IER; and
 - f. Provide that Securitas shall not intimidate or take any retaliatory action against any individual for 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, for filing a charge, or for participating in any investigation or action under 8 U.S.C. § 1324b.
8. Within 90 calendar days of the Effective Date, Securitas shall ensure that all individuals, including any agents or contractors acting on Securitas's behalf, who are responsible for formulating, providing training on, or implementing Respondent's hiring, firing, equal employment, or employment eligibility verification policies, and individuals with any role in the employment eligibility verification process, such as collecting, reviewing, or copying Form I-9 documents, entering hires' information into

Section 1 of the Form I-9 as a preparer/translator for an employee, completing Sections 2 or 3 of the Form I-9, or using the E-Verify program (hereinafter “Covered Personnel”), receive training on their obligations under 8 U.S.C. § 1324b, as follows:

- a. The training will consist of participating in an IER-provided free webinar presentation, which will be provided on one or more mutually agreed upon dates, or attending IER’s on-demand webinar available at <https://www.justice.gov/crt/video/employer-training-avoiding-unlawful-immigration-related-employment-discrimination>;
 - b. All employees will be paid their normal rate of pay, and the training will occur during their normally scheduled workdays and work hours. Securitas shall be responsible for all payroll costs and employee wages associated with these training sessions;
 - c. During the term of the Agreement, all Covered Personnel who assume or resume their duties after the initial training period described in this paragraph has been conducted, shall participate in an online IER Employer/HR webinar, or view the on-demand webinar, within 60 calendar days of assuming or resuming their duties; and
 - d. Securitas 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 Ramya.Sekaran2@usdoj.gov (or any other individual IER designates in writing) within 14 calendar days of each training session. The emails transmitting attendance records shall have Securitas and the reference number DJ # 197-11-1017, 1060 in the subject line.
9. During the term of this Agreement, Respondent shall ensure that all Covered Personnel review and 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 the United States Citizenship and Immigration Services at www.uscis.gov.
 10. During the term of this Agreement, Respondent shall give a copy of the most current version of the Form I-9 Lists of Acceptable Documents (“Lists”) to individuals being hired at the same time and in the same manner as Respondent gives them 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.
 11. During the term of this Agreement, IER reserves the right to make reasonable

inquiries of Securitas to determine compliance with this Agreement. As part of such review, IER may require written reports concerning compliance, examine witnesses, and examine and copy Securitas's documents that IER reasonably determines are relevant to compliance.


12. Nothing in this Agreement limits IER's right to inspect Securitas's Forms I-9 and attachments within three business days pursuant to 8 C.F.R. § 274a.2(b)(2)(ii) and 28 C.F.R. § 44.302(b).
13. This Agreement does not affect the right of any individual to file an IER charge alleging an unfair immigration-related employment practice against Securitas, 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 Securitas's employment practices occurring after the Effective Date or outside the scope of the IER Investigations.
14. If IER has reason to believe that Securitas has violated or is violating any provision of this Agreement, IER may exercise its discretion to notify Securitas in writing of the purported violation rather than initiate a new investigation or seek immediate judicial enforcement of the Agreement. Securitas will then be given 30 calendar days from the date IER notifies it in which to cure the violation(s) to IER's satisfaction before IER deems Securitas to be in violation of this Agreement and proceeds to take enforcement actions.
15. This Agreement resolves any and all differences under 8 U.S.C. § 1324b between IER and Securitas relating to or encompassed by the IER Investigations through the Effective Date. The provisions of paragraph 2 notwithstanding, IER shall not seek from Securitas any additional civil penalty or payments for or relating to the alleged violations of 8 U.S.C. § 1324b, or any other allegations encompassed by or relating to the IER Investigations, designated as DJ # 197-11-1017 and DJ # 197-11-1060, through the Effective Date.

III. ADDITIONAL TERMS

16. This Agreement sets forth the entire agreement between Securitas and IER and fully supersedes any and all prior agreements or understandings between the Parties pertaining to the subject matter herein.
17. This Agreement is governed by the laws of the United States. This Agreement shall be deemed to have been drafted by both Securitas and IER and shall not be construed against either of those Parties 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 are material terms of the Agreement, without waiver of either Party's right to argue that other terms in the Agreement are material.

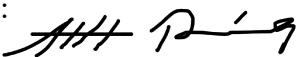
18. If any deadline for an obligation to be performed under this Agreement falls on a weekend or a federal holiday, the deadline shall be extended to the next business day.
19. The Parties agree that, as of the Effective Date of this Agreement, litigation concerning the alleged violations of 8 U.S.C. § 1324b that are the subject of the IER Investigations is not reasonably foreseeable. To the extent that any party previously implemented a litigation hold to preserve documents or electronically stored information, 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. 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.
21. The Parties shall each bear their own costs, attorneys' fees, and other expenses incurred in this action.
22. 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 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.
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.

Securitas Security Services USA, Inc.

By: 
Michael Pope
General Counsel
Securitas Security Services USA, Inc.

Dated: March 29, 2024

Immigrant and Employee Rights Section

By: 
Alberto Ruisanchez
Deputy Special Counsel

Dated: 4-2-2024

Julia Heming Segal
Special Litigation Counsel

Ramya Sekaran
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