

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”), the material terms of which are set forth in Part II below, is made between Arthur Grand Technologies Inc. (“Respondent”) and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section (“IER”) (together, the “Parties”).

I. BACKGROUND

WHEREAS, IER notified Respondent by a letter dated May 9, 2023, that it had initiated an investigation of Respondent under 8 U.S.C. § 1324b(d)(1), identified as DJ #197-79-600 (the “IER Investigation”), to determine whether Respondent engaged in any unfair immigration-related employment practices prohibited under the anti-discrimination provision of the Immigration and Nationality Act, 8 U.S.C. § 1324b (“Act”);

WHEREAS, the IER investigation found that there is reasonable cause to believe that Respondent engaged in citizenship status and national origin discrimination in recruitment and hiring, by posting an advertisement that limited positions to “Only Born US Citizens.” This advertisement deterred applications from work authorized individuals born outside the U.S., in violation of 8 U.S.C. § 1324b(a)(1)(A), and also deterred applications from non-citizen nationals, lawful permanent residents, and those granted asylum and refugees status, in violation of 8 U.S.C. § 1324b(a)(1)(B);

WHEREAS, Respondent has asserted that the posted advertisement was generated by a disgruntled recruiter in India and was intended to embarrass the company; and Respondent thereby denies that the posting was authorized by the company or that Respondent intended to dissuade non-U.S. Citizens from applying for the position;

WHEREAS, Respondent has entered into a separate agreement with the U.S. Department of Labor’s Office of Federal Contract Compliance Programs to compensate individuals who were allegedly discriminated against by Respondent’s advertisement in violation of Executive Order 11246, as amended, and its respective implementing regulations at 41 Code of Federal Regulations Parts 60-1 and 60-50; that agreement includes \$31,000 to compensate individuals and provides for other injunctive relief;

WHEREAS, the Parties wish to resolve the IER investigation without further delay or expense, and hereby acknowledge that they each are voluntarily and freely 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 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 below, which date is referenced hereafter as the “Effective Date,” and shall have a term of three years beginning from the Effective Date.
2. Respondent shall pay a civil penalty to the United States Treasury in the amount of \$7,500.
3. Respondent shall provide IER with the name, title, email address, telephone number, and business address of the individual responsible for effectuating payment of the civil penalty no later than 10 calendar days from the Effective Date. Respondent shall pay the monies in paragraph 2 via the FedWire electronic fund transfer system within 30 calendar days after receipt of fund transfer instructions from IER. Respondent shall send confirmation of the payment to Sam Shirazi at Sam.Shirazi2@usdoj.gov (or any other individual(s) IER designates in writing) on the day the payment is made. The emails confirming payment shall have Respondent’s name and the investigation number, DJ #197-79-600, in the subject line.
4. The provisions of paragraph 2 notwithstanding, IER shall not seek from Respondent any additional civil penalty for any other alleged citizenship status discrimination or national origin discrimination in hiring or recruitment or referral for a fee in violation of 8 U.S.C. § 1324b that is the subject of the IER Investigation through the Effective Date.
5. Respondent, directly or through its agents, shall not:
 - a. Discriminate on the basis of citizenship status, immigration status, or national origin in violation of 8 U.S.C. § 1324b, including: 1) not discriminating in recruiting, referring job applicants, hiring, or firing on the basis of national origin, and 2) not discriminating in recruiting, referring job applicants, hiring, or firing on the basis of citizenship or immigration status except as required to comply with a law, regulation, executive order, government contract, or Attorney General directive; or
 - b. Intimidate, threaten, coerce, or retaliate against any person for participating in the IER Investigation 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 any job advertisements it publishes or permits to be published by a third party on its behalf, including in the job title, visible tags or job category fields, or body of the job advertisement, unless such a reference is necessary to restrict applicants due to a law, regulation, executive order, government contract, or Attorney General directive, or is otherwise permissible as explained in paragraph 7.
7. Regardless of its customers’ preferences, Respondent shall not, directly or

through its agents, implement, perpetuate, or amplify any citizenship status restriction or limitation in hiring or recruiting unless necessary in order to comply with a law, regulation, executive order, government contract, or Attorney General directive. Nothing in this Agreement shall be construed to require Respondent to hire any individual who needs employer sponsorship to remain employed in the United States.

8. Respondent, directly or through its agents, shall not reference any specific national origin in any job advertisements it publishes or permits to be published by a third party on its behalf, including in the job title, visible tags or job category fields, or body of the job advertisement.
9. Respondent shall transmit within 14 calendar days of the Effective Date via e-mail to 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 to clients (collectively, "Recruiting Personnel") IER's "Best Practices for Recruiting and Hiring Workers," available at <https://www.justice.gov/crt/best-practices-recruiting-and-hiring-workers>. Respondent will require each of the Recruiting Personnel to acknowledge in writing their review of the resource within five (5) calendar days of receipt, and shall, upon IER's request, provide copies of the written acknowledgments.
10. Within 60 calendar days of the Effective Date, Respondent shall create (or revise) and implement employment policies, to the extent it has not already done so, that:
 - a. Prohibit discrimination on the basis of citizenship status, immigration status, or national origin in the hiring, recruiting, and firing process, in accordance with 8 U.S.C. § 1324b;
 - 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 (EEO) 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 IER's "Protecting Your Right to Work" Fact Sheet (<https://www.justice.gov/crt/case-document/file/1132571/dl?inline>), 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;

- d. Prohibit and refrain from including questions related to an applicant's specific citizenship status, immigration status, or national origin in violation of 8 U.S.C. § 1324b unless required by law, regulation, executive order, government contract, or Attorney General directive; and
 - e. Provide that Respondent shall not intimidate or take any retaliatory action against any individual for engaging in protected conduct, such as 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, filing any charge, or participating in any investigation or action under 8 U.S.C. § 1324b.
11. Within 90 calendar days of the Effective Date, Respondent shall ensure that all Recruiting Personnel receive training on their obligations to comply with 8 U.S.C. § 1324b. In addition:
- a. The training will consist of viewing an "IER Employer/HR Representative" webinar or "On-demand Employer Training," which is publicly available at <https://www.justice.gov/crt/webinars>;
 - b. All Recruiting Personnel 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 Recruiting Personnel who assume or resume their duties after the initial training period described in this paragraph has been conducted, shall participate in a free online IER Employer/HR webinar or On-demand Employer Training within 60 calendar 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 Sam Shirazi within 10 calendar days of each training session. The emails transmitting attendance records shall have Respondent's name in the subject line.
12. During the term of this Agreement, IER reserves the right to make reasonable inquiries of Respondent to ensure Respondent's compliance with the terms of this Agreement.
13. Nothing in this Agreement limits IER's right to inspect Respondent'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).

14. This Agreement does not affect the right of any individual to file an IER charge alleging an unfair immigration-related employment practice against Respondent, 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 Respondent's employment practices occurring after the Effective Date or outside the scope of the IER Investigations.
15. If IER has reason to believe that Respondent has violated or is violating any provision of this Agreement, IER may exercise its discretion to notify Respondent in writing of the purported violation rather than initiate a new investigation or seek immediate judicial enforcement of the Agreement. Respondent 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 Respondent to be in violation of this Agreement and proceeds to take enforcement actions.

III. ADDITIONAL TERMS OF SETTLEMENT

16. 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 Party's right to argue that other terms in the Agreement are material.
17. The United States District Court for the Eastern District of Virginia 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.
18. 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.
19. 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 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 either party of any other obligations imposed by this Agreement.

20. The Parties shall each bear their own costs, attorneys' fees and other expenses incurred in this action.
21. 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.
22. 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.

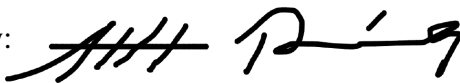
Arthur Grand Technologies, Inc.

By: 

Sheik Rahmathullah
Chief Executive Officer

Dated: 05/07/2024

Immigrant and Employee Rights Section

By: 

Alberto Ruisanchez
Deputy Special Counsel

Dated: 5-23-2024

Julia Heming Segal
Special Litigation Counsel

Sam Shirazi
Trial Attorney