

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 Second Nature (“Respondent”), and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section (“IER”) (together, “the Parties”).

I. BACKGROUND

WHEREAS, on January 11, 2023, IER received a charge filed pursuant to 8 U.S.C. § 1324b(b)(1) by [REDACTED] [REDACTED] (“Charging Party”) against Respondent, DJ #197-36-337 (the “IER Charge”), alleging citizenship status discrimination in violation of the unfair immigration-related employment practices provisions of 8 U.S.C. § 1324b (“Act”);

WHEREAS, on January 14, 2023, IER notified Respondent that it had initiated an investigation of the IER Charge (“IER Investigation”) to determine whether Respondent had violated 8 U.S.C. § 1324b;

WHEREAS, pursuant to 8 U.S.C. § 1324b(d)(1), there is reasonable cause to believe that Respondent published discriminatory advertisements that deterred non-U.S. citizens, including the Charging Party, a lawful permanent resident, from applying for open positions in violation of 8 U.S.C. § 1324b(a)(1);

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 two years following the Effective Date.
2. Respondent shall pay a civil penalty to the United States Treasury in the amount of \$4,610.
3. Respondent shall provide IER with the name, title, email address, and telephone number of the individual responsible for effectuating payment of the civil penalty no later than five calendar days from the Effective Date. Respondent shall pay the monies in paragraph 2 via the FedWire electronic fund transfer system within 14 calendar days of receiving fund transfer instructions from IER. Respondent shall send confirmation of the payment to Richard Crespo at Richard.Crespo@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 #197-36-337, in the subject line.

4. Within 14 calendar days of receiving Charging Party's direct deposit information and applicable tax forms from IER, Respondent shall pay the Charging Party \$904 in backpay, less any tax withholdings required by law, for which Respondent shall issue an IRS Form W-2. Respondent shall effectuate payment by direct deposit into Charging Party's bank account using the account information provided by IER. On the day of payment, Respondent shall notify IER at Richard.Crespo@usdoj.gov that payment was made and attach a copy of the confirmation of deposit.
5. Respondent, whether directly or through its recruiters, contractors or agents, shall not discriminate on the basis of citizenship status, immigration status, or national origin in violation of 8 U.S.C. § 1324b, including not discriminating in its job postings, advertisements, recruitment activities, and consideration of applicants for hiring. Respondent, and its recruiters, contractors, and agents shall not intimidate, threaten, coerce, or retaliate against any person for participating in the IER Investigation or exercising any right or privilege secured by 8 U.S.C. § 1324b.
6. Respondent shall remove, and shall not make in the future, any reference to the IER Charge, IER Investigation, or this Agreement in any applicant or other records Respondent maintains regarding the Charging Party, and shall not disclose to any employer or prospective employer of the Charging Party any information or documentation concerning the IER Charge, the IER Investigation, or this Agreement, unless required by law.
7. For the term of this Agreement, Respondent shall electronically provide an English and Spanish version of IER's "If You Have The Right to Work" poster ("IER Poster"), an image of which is available at <https://www.justice.gov/crt/worker-information#poster>, to all new employees within three days of the onboarding process.
8. Within 60 calendar days of the Effective Date, Respondent shall review any existing employment policies and revise such policies, or develop and propose new policies, to prohibit discriminatory job advertisements, recruiting, hiring, and employment eligibility verification and re-verification, including completion of the Form I-9, and provide them to IER. IER shall review and approve such policies for compliance with 8 U.S.C. § 1324b and this Agreement, and Respondent shall implement the approved policies within 15 calendar days after IER's approval. These revised or new employment policies shall:
 - (a) prohibit unlawful discrimination on the basis of citizenship or immigration status, and national origin (1) in the recruiting process; (2) in the hiring and firing process; and (3) during the employment eligibility verification and re-verification process;
 - (b) include citizenship, immigration status, and national origin as prohibited bases of discrimination; Respondent shall include these bases of discrimination in any similar Equal Employment Opportunity (EEO) statements Respondent provides in printed or electronic materials to the public or employees;

- (c) refer applicants and employees who complain, formally or informally, of discrimination in the recruiting, referring, hiring, firing, or employment eligibility verification and re-verification 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 his or her right to file a charge of discrimination with IER;
 - (d) prohibit any reprisal action against an individual for having opposed any employment practice made unlawful by 8 U.S.C. § 1324b, or for filing any charge, or participating in any lawful manner in any investigation or action under 8 U.S.C. § 1324b; and
 - (e) prohibit all individuals who recruit for or on behalf of Respondent from using internet and job board search protocols that filter or exclude potential candidates based on citizenship status or visa type, except as permissible under 8 U.S.C. § 1324b(a)(2)(C).
9. Within 60 calendar days of the Effective Date, Respondent shall require all employees and recruiters (including any contracted recruiters) who assist or engage in drafting, reviewing, disseminating or posting job advertisements (hereinafter "Recruiting Personnel") to attend an IER webinar or appropriate alternative training approved by IER, with the following conditions:
- (a) 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, not including IER's webinar platform or other related expenses.
 - (b) During the term of the Agreement, Respondent shall require all Recruiting Personnel who are hired or contracted by Respondent after the training described in this paragraph has been conducted to attend an IER Employer/HR webinar training or approved alternative training within 60 calendar days of hire or promotion.
 - (c) Respondent shall compile attendance records (in the form of Attachment A) listing the individuals who attend the training described in this paragraph, including each individual's full name, job title, signature, and the date of the training, and send the record via email to Richard Crespo at Richard.Crespo@usdoj.gov (or any other individual(s) IER designates in writing) within 10 calendar days of each training session. The emails transmitting attendance records shall have Respondent's name and the investigation number, DJ #197-36-337, in the subject line.
10. Starting 30 calendar days from the Effective Date, and every six months thereafter during the term of this Agreement, Respondent shall provide IER with a report that: 1) lists all

websites or other online portals where Respondent and/or its recruiters, agents, or contractors have posted a job advertisement or other solicitation of interest in employment opportunities during the reporting period (together, and hereinafter, “ad”); and 2) contains, for each ad, the full ad title, date on which it was posted, selected job-search filters and categories, if applicable, and the body of the ad as submitted to the website or portal, and, if different than what was posted, the full ad (including the title and tags) as it appeared on the website or portal.

11. This Agreement resolves any and all differences between the Parties with respect to the IER Investigation through the Effective Date. IER shall not seek from Respondent any additional civil penalty, beyond that referenced in paragraph 2, for the citizenship discrimination in violation of 8 U.S.C. § 1324b(a)(1)(B) that was the subject of the IER Investigation through the Effective Date.
12. 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.
13. 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 the documents in Excel spreadsheet format unless requested otherwise.
14. 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 calendar days from the date IER notifies it of the purported violation(s) to cure the violation(s) to IER’s satisfaction.
15. This Agreement does not affect the right of any individual to file a charge with IER alleging an unfair immigration-related employment practice against Respondent with IER, 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 the scope of the IER Investigation.

III. ADDITIONAL TERMS OF SETTLEMENT

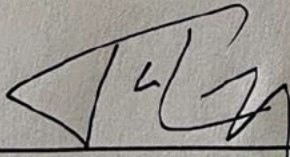
16. This Agreement is governed by the laws of the United States. This Agreement shall be deemed to have been drafted by both Parties and shall not be construed against any one party in the event of a subsequent dispute concerning the terms of the Agreement. The Parties agree that the paragraphs set forth 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 Massachusetts 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 of this Agreement is illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected and the illegal or invalid 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 IER Investigation 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. The Parties agree to bear their own costs, attorneys' fees and other expenses incurred in the IER Investigation.
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 IER Investigation.
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 shall be bound by electronically transmitted images of original signatures or facsimile signatures.

Second Nature

By:



Timothy Carter
President

Dated: 5/3/24

Immigrant and Employee Rights Section

By:

Alberto Ruisanchez

Dated: 5-9-2024

Alberto Ruisanchez
Deputy Special Counsel

Julia Heming Segal
Special Litigation Counsel

Richard Crespo
Trial Attorney

Alberto Ruisanchez

Julia Heming Segal