

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”) is entered into by and between FM Talent Source, LLC (“Respondent”) and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section (“IER”) (together, “the parties”).

I. BACKGROUND

WHEREAS, on July 29, 2022, IER accepted as complete a charge filed pursuant to 8 U.S.C. § 1324b(b)(1) by [REDACTED] (“Charging Party”) against Respondent, DJ# 197-35-531 (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, IER’s investigation of the IER Charge (the “Investigation”) determined that there is reasonable cause to believe that Respondent discriminated against the Charging Party by rescinding his initial job offer and delaying his eventual hiring for a contract position with the federal government because of his citizenship status in violation of 8 U.S.C. § 1324b(a)(1);

WHEREAS, the Investigation found that, although the relevant government contract did not preclude Respondent from hiring lawful permanent residents such as the Charging Party, Respondent chose to rescind the Charging Party’s job offer due to unfounded suspicions that his citizenship status would delay the hiring process;

WHEREAS Respondent denies IER’s findings that it engaged in hiring discrimination and violated 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 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 \$4,465, in accordance with the process described in paragraph 3.

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 three business days from the Effective Date. Respondent shall pay the monies discussed in paragraph 2 via the FedWire electronic fund transfer system within 10 business days of receiving fund transfer instructions from IER. On the day of payment, Respondent shall send confirmation of the payment to Allena Martin at Allena.Martin@usdoj.gov and IER@usdoj.gov. The email confirming payment shall have Respondent's name and the investigation number, DJ # 197-35-531, in the subject line.
4. Respondent shall pay the Charging Party \$3,360 in back pay, plus interest on the \$3,360 figure calculated at the IRS underpayment rate, compounded daily through the Effective Date, less any withholding required by law. Within three business days of the Effective Date, IER will notify Respondent of the total back pay figure with interest included. Respondent shall deduct any taxes and other required withholdings from the amount due to the Charging Party. Within 30 business days of IER's notice, Respondent shall make the payment to the Charging Party using the method of payment the Charging Party selects. On the day of payment, Respondent shall confirm via email to Allena Martin at Allena.Martin@usdoj.gov and IER@usdoj.gov that payment was made and attach an image of the check or evidence of the other method of payment the Charging Party selected.
5. Within 45 business days after remitting the Charging Party's W-2 form for calendar year 2023 to the Social Security Administration under IRS regulations, and pursuant to the provisions of IRS Publication 957, Respondent shall file a special report to the Social Security Administration allocating the payment made to the Charging Party in paragraph 4 to the appropriate periods in 2022. On the day Respondent submits the documentation, Respondent shall confirm via email to Allena Martin at Allena.Martin@usdoj.gov and IER@usdoj.gov that such documentation was submitted and provide a copy of such documentation.
6. This Agreement resolves any and all differences under 8 U.S.C. § 1324b between the parties relating to the Investigation, DJ # 197-35-531, through the Effective Date. The provisions of paragraph 2 notwithstanding, IER shall not seek from Respondent any additional civil penalty for the citizenship status discrimination in violation of 8 U.S.C. § 1324b that is the subject of the Investigation (DJ # 197-35-531) through the Effective Date.
7. Respondent shall not:
 - a. Discriminate on the basis of citizenship status, immigration status, or national origin in violation of 8 U.S.C. § 1324b, including not discriminating in recruiting, referring job applicants, hiring, or firing on the basis of citizenship status 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 his or her participation in this matter or the exercise of any right or privilege secured by 8 U.S.C. § 1324b.
8. Within 14 calendar days of the Effective Date, Respondent shall transmit via e-mail to all employees, agents, and contractors with any role in recruiting or hiring (collectively, "Hiring Personnel") the IER fact sheet "Information for Employers About Citizenship Status Discrimination" available at <https://www.justice.gov/crt/page/file/1080256/download>, and the fact sheet "Unlawful Employment Discrimination Based on Citizenship and National Origin" available at <https://www.justice.gov/crt/page/file/1132631/download>. Respondent will require each of the Hiring Personnel to acknowledge in writing their review of the IER materials within five calendar days of receipt, and shall, upon IER's request, provide copies of the written acknowledgments to IER.
9. Within 60 calendar days of the Effective Date, Respondent shall create (or revise), and provide to IER for review and approval, employment policies that:
 - a. Prohibit discrimination on the basis of citizenship or immigration status, and national origin in the recruiting, hiring, and firing process, in accordance with 8 U.S.C. § 1324b;
 - b. Prohibit asking questions during the recruiting or hiring process related to an applicant's specific citizenship or immigration status unless a specific citizenship or immigration status is required for the position by law, regulation, executive order, government contract, or Attorney General directive;
 - c. Include citizenship, immigration status, and national origin as prohibited bases of discrimination in any Equal Employment Opportunity (EEO) statements Respondent provides in printed or electronic materials available to the public or employees;
 - d. Refer applicants and employees who complain, formally or informally, of discrimination in the hiring, firing, or Form I-9 employment eligibility verification and reverification process immediately to IER by promptly directing the affected individual to the IER Poster and IER's worker hotline (800-255-7688) and website (www.justice.gov/IER), and advise the affected individual of his or her right to file a charge of discrimination with IER; and
 - e. Prohibit any reprisal action against an employee or prospective employee for having opposed any employment practice made unlawful

by 8 U.S.C. § 1324b, for exercising any right or privilege secured 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.

Within 10 calendar days of IER's review and approval, Respondent shall implement the revised employment policies and share them with all employees.

10. During the term of this Agreement, Respondent shall provide any proposed revisions to the employment policies referenced in paragraph 9 to IER for approval at least 30 calendar days prior to the proposed effective date of such new or revised policies.
11. Respondent shall provide all Hiring Personnel with training on their obligation to comply with 8 U.S.C. § 1324b, as follows:
 - (a) Within 90 calendar days of the Effective Date, all Hiring Personnel shall complete an IER-approved webinar training.
 - (b) During the term of the Agreement, all Hiring Personnel who are hired or take on these responsibilities after Respondent complies with the training obligations in 11(a), shall view a recorded version of the training within 60 calendar days of hire or promotion.
 - (c) Respondent will pay all employees their normal rate of pay during the training, and the training will occur during their normally scheduled workdays and work hours. Respondent shall bear all of its own costs associated with these training sessions.
 - (d) Respondent shall compile attendance records listing the individuals who attend the trainings described in this paragraph, including the individual(s)'s full name, job title, office location, signature, and the date of the training, and make such records available to IER upon request.
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 relevant non-privileged documents related to such compliance.
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 data fields from such 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 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 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 Investigation.

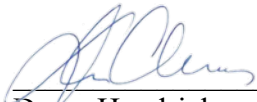
III. ADDITIONAL TERMS OF SETTLEMENT

16. 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, 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 District of Maryland 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. 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.
19. 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 is invalid.

20. The parties shall bear their own costs, attorneys' fees and other expenses incurred in this investigation.
21. 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 or other electronically transmitted signatures.

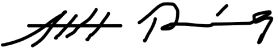
FM Talent Source, LLC

By: 

Dawn Hendricks
President and CEO

Dated: July 13, 2023

Immigrant and Employee Rights Section

By: 

Alberto Ruisanchez
Deputy Special Counsel

Dated: 7-20-2023

Julia Heming Segal
Special Litigation Counsel

Allena Martin
Trial Attorney