

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into by and between Accountemps, a division of Robert Half International Inc. (collectively, "Respondent"), and the United States Department of Justice, Civil Rights Division, Office of Special Counsel for Immigration-Related Unfair Employment Practices ("Office of Special Counsel") and is effective as of the date last executed.

WHEREAS, on October 23, 2014, the Office of Special Counsel received a charge filed by [REDACTED] (the "Charging Party") against Respondent, DJ Number 197-54-74 (the "OSC Charge"), alleging a violation of the anti-discrimination provision of the Immigration and Nationality Act, 8 U.S.C. § 1324b (the "Act"). Specifically, the Charging Party alleged that Respondent, a staffing agency, denied her a referral for a position because she is a naturalized U.S. citizen, not a U.S.-born citizen.

WHEREAS, the Office of Special Counsel concluded based upon its investigation of the OSC Charge that there is reasonable cause to believe that Respondent engaged in an unfair immigration-related employment practice in violation of 8 U.S.C. § 1324b(a)(1) by denying the Charging Party a referral for employment based on her status as a naturalized U.S. citizen, which Respondent denies.

WHEREAS, the Office of Special Counsel and Respondent wish to resolve the OSC Charge without further delay or expense and hereby acknowledge that they are voluntarily entering into this Agreement.

NOW, THEREFORE, in consideration of the premises above and mutual promises herein contained, it is agreed as follows:

1. Respondent shall pay a civil penalty to the United States Treasury in the amount of two thousand five hundred dollars (\$2,500).
2. The monies discussed in paragraph 1 shall be paid via the FedWire electronic fund transfer system within ten (10) business days of the effective date of this Agreement and of receiving fund transfer instructions. The Office of Special Counsel will provide Respondent instructions for the FedWire electronic transfer.
3. Respondent has already placed Charging Party on temporary assignments and shall continue to offer Charging Party the opportunity to be referred to positions for which Charging Party is qualified, including temporary-to-permanent hire positions, in the same manner in which it selects and offers all other qualified candidates positions with its clients.
4. Respondent shall not discriminate on the basis of citizenship status or national origin in violation of 8 U.S.C. § 1324b.

5. Respondent will treat all individuals equally, without regard to citizenship or immigration status, or national origin, during the hiring, firing, and employment eligibility verification and re-verification process.
6. Respondent will not 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.
7. Unless it has already done so in connection with its participation in the E-Verify Program, the Raleigh, NC Accountemps office shall post the Office of Special Counsel "If You Have The Right to Work" poster ("OSC Poster"), in color and measuring no smaller than 8 1/2" x 11", an image of which is available at <http://www.justice.gov/crt/about/osc/htm/worker.php#>, in all places where notices to employees and job applicants are normally posted. The Notice will be posted within fourteen (14) days from the effective date of this Agreement and will remain posted for three (3) years thereafter.
8. For one year from the effective date of this Agreement, Respondent shall ensure that that all individuals in the Raleigh branch Accountemps division who are responsible for I-9 verification are in possession of the most current version of the Form I-9. Respondent shall ensure that the employees in the corporate office responsible for I-9 compliance for the Raleigh branch have access to the most current version of the USCIS Employment Eligibility Verification Handbook for Employers (M-274) ("Handbook"), available at [www.uscis.gov/I-9Central](http://www.uscis.gov/I-9Central).
9. Within ninety (90) days of the effective date of this Agreement, Respondent will review the employment policies maintained by its Raleigh, NC Accountemps office as they relate to nondiscrimination on the basis of citizenship status and national origin and shall, as necessary, revise such policies to:
  - (a) Prohibit (1) discriminating on the basis of citizenship status or national origin in the hiring and firing process; (2) limiting positions to U.S. citizens unless Respondent has confirmed that the limitations are required by statute, regulation, executive order or government contract; and (3) discriminating, on the basis of citizenship status or national origin, during the employment eligibility verification process.
  - (b) Provide that Respondent shall not take 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 any lawful manner in any investigation or action under 8 U.S.C. § 1324b.

For one year following the effective date of this Agreement (the "Reporting Period"), Respondent shall provide any changes in employment policies maintained by its Raleigh, NC Accountemps office as they relate to nondiscrimination on the basis of citizenship status and national origin, to the Office of Special Counsel for approval at least thirty (30)

days prior to the effective date of such revised policies. Unless otherwise notified by the Office of Special Counsel within thirty (30) days, Respondent may implement changes to its policies.

10. Within ninety (90) days of the effective date of this Agreement, all Raleigh Accountemps branch managers and employees who have any role in making hiring and employment eligibility decisions shall attend an Employer/HR Representative training provided by the Office of Special Counsel regarding their duty to comply with 8 U.S.C. § 1324b. Respondent will pay all employees their normal rate of pay during the training, and the training will occur during the employees' normally scheduled workdays and work hours. The Office of Special Counsel, at its own cost, will conduct this training, in the form of a webinar. The Office of Special Counsel will work with Respondent to develop a training presentation that relates directly to Respondent's industry.
  - (a) Respondent shall compile attendance records listing the individuals who comply with the training requirements, including their full name, title, signature, and the date of the training, and send them via email to [jennifer.deines@usdoj.gov](mailto:jennifer.deines@usdoj.gov) within ten (10) days of the training session.
  - (b) One hundred and eighty (180) days from the effective date of this Agreement, any and all Raleigh Accountemps branch managers who have been hired by Respondent after the trainings described in this paragraph have been conducted shall attend the aforementioned Office of Special Counsel Employer/HR webinar.
11. During the Reporting Period, the Office of Special Counsel reserves the right to make reasonable inquiries of Respondent necessary to determine Respondent's compliance with this Agreement. As a part of such review, the Office of Special Counsel may require written reports concerning compliance, inspect Respondent's Raleigh, NC Accountemps premises, examine witnesses, and examine and copy Respondent's documents at the expense of the Office of Special Counsel.
12. If the Office of Special Counsel has reason to believe that the Raleigh, NC Accountemps office is in violation of any provision of this Agreement, the Office of Special Counsel shall promptly notify Respondent of the purported violation. Respondent will then be given a thirty (30) day period from the date it is notified by the Office of Special Counsel in which to cure the violation to the Office of Special Counsel's satisfaction before Respondent is deemed by the Office of Special Counsel to be in violation of this Agreement.
13. This Agreement does not affect the right of any individual to file a charge alleging an unfair immigration-related employment practice against Respondent with the Office of Special Counsel, the authority of the Office of Special Counsel to investigate or file a complaint on behalf of any such individual, or the authority of the Office of Special Counsel to conduct an independent investigation of Respondent's employment practices.

Nothing in this paragraph waives or otherwise tolls any time limit for an individual to file a charge or for investigating and filing a complaint.

14. This Agreement resolves any and all differences between the parties relating to the OSC Charge through the date this Agreement is signed by all parties.
15. The provisions of paragraph 1 notwithstanding, the Office of Special Counsel shall not seek from Respondent any additional civil penalty for the violation of 8 U.S.C. § 1324b(a)(1) that is the subject of the OSC Charge, through the effective date of this Agreement.
16. This Agreement may be enforced in the United States District Court for the Eastern District of North Carolina.
17. 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 thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement. Respondent and the Office of Special Counsel agree that they will not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement is invalid.
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19. The Office of Special Counsel and Respondent agree to bear their own costs, attorneys' fees and other expenses incurred in this action.
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 agree to be bound by facsimile signatures.

**Robert Half International, Inc.**

By: Kathleen Cattani  
Associate Counsel

Dated: 6/18/2015

**Office of Special Counsel for Immigration-Related Unfair Employment Practices**

By: Alberto Ruisanchez  
Alberto Ruisanchez  
Deputy Special Counsel

Dated: 6/19/2015

C. Sebastian Aloit

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Richard Crespo  
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