

SETTLEMENT AGREEMENT

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

I. BACKGROUND

WHEREAS, on December 11, 2018, IER received a charge filed by [REDACTED] (“Charging Party”), DJ#197-18-420 (“IER Charge”), alleging that Respondent refused to refer him for employment based on his status as an asylee, in violation of the anti-discrimination provision of the Immigration and Nationality Act, 8 U.S.C. §§ 1324b(a)(6) and (a)(1);

WHEREAS, on December 20, 2018, IER notified Respondent that it had initiated investigations (“IER Investigations”) of the Charging Party’s allegations, DJ#197-18-420, and into whether Respondent engaged in any pattern or practice of discrimination, DJ#197-18-421, in violation of 8 U.S.C. § 1324b;

WHEREAS, IER concluded based upon the IER Investigations that Respondent unlawfully required applicants for the job advertisement to which the Charging Party applied to be U.S. citizens, lawful permanent residents, or holders of TN-1 visas, which excluded other work-authorized non-U.S. citizens including asylees and refugees;

WHEREAS, IER concluded based upon the IER Investigations that there is reasonable cause to believe that Respondent engaged in a pattern or practice of discrimination by routinely posting job advertisements that unlawfully excluded work-authorized non-U.S. citizens, including asylees and refugees, in violation of 8 U.S.C. § 1324b(a)(1);

WHEREAS, IER concluded that there is reasonable cause to believe that Respondent’s practice resulted in an initial failure to refer the Charging Party for employment consideration based on his status as an asylee;

WHEREAS, Respondent took immediate corrective action after learning of IER’s investigation and referred the Charging Party for employment consideration and removed overly restrictive language from its job advertisements; and

WHEREAS, the Parties wish to resolve the IER Investigations without further delay or expense and hereby acknowledge that they are voluntarily entering into this Agreement;

NOW, THEREFORE, in consideration of the below mutual promises, and to fully and finally resolve the IER Investigations as of the date of this Agreement, the Parties agree as follows:

II. TERMS OF SETTLEMENT

1. This Agreement shall become effective as of the date the last party signs the Agreement,

referred to as the “Effective Date.” The term of this Agreement is three years following the Effective Date.

2. This Agreement resolves any and all differences between the Parties with respect to the IER Investigations through the Effective Date. IER shall not seek from Respondent any additional relief on behalf of itself or the Charging Party, beyond that referenced in this Agreement, for the alleged violations of 8 U.S.C. § 1324b that are the subject of the IER Investigations through the Effective Date.
3. Respondent shall not discriminate based on citizenship or immigration status, or national origin, in hiring, firing, recruitment or referral for a fee, and the employment eligibility verification and re-verification processes, as required by 8 U.S.C. § 1324b. Respondent shall not include or employ hiring restrictions based on citizenship status in violation of 8 U.S.C. § 1324b unless required to comply with law, regulation, executive order, or government contract. Respondent shall 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.
4. Respondent shall ensure that its job postings do not exclude individuals based on their citizenship or immigration status who are authorized to work in the United States in violation of 8 U.S.C. § 1324b.
5. Within thirty (30) days of the Effective Date, Respondent shall review its employment policies and revise such policies to:
 - a. Prohibit discrimination on the basis of citizenship status and national origin in the recruitment, hiring and firing processes.
 - b. Prohibit and refrain from including questions related to an applicant’s specific citizenship status or national origin in violation of 8 U.S.C. § 1324b unless required by law, regulation, executive order, or government contract.
6. Within 90 days of the Effective Date, Respondent shall ensure that all individuals with any responsibility for recruiting, referral, and hiring are trained on their obligation to comply with 8 U.S.C. § 1324b.
 - a. The training will consist of viewing a free online IER Employer/HR webinar presentation or subject to the mutual agreement of the Parties, an in-person IER presentation.
 - b. Respondent will pay all individuals their regular rate of pay during the training, and such trainings will occur during their normally scheduled workdays and work hours. Respondent shall bear all costs associated with these training sessions.


- c. During the term of this Agreement, all new staff Respondent hires or selects into positions or roles with recruitment, referral, or hiring responsibilities shall view a free IER Employer/HR webinar within sixty days of hire or selection.
 - d. Respondent shall email a list of the individuals who completed the trainings in this paragraph, including their full name, title, hire date, and training date, to Craig.Fansler@usdoj.gov or another subsequently agreed-upon IER designee within ten (10) days of completion of each training session.
- 7. During the term of this Agreement, IER reserves the right to make reasonable inquiries to Respondent as necessary to determine Respondent's compliance with this Agreement.
 - 8. If IER has reason to believe that Respondent is in violation of any provision of this Agreement during the term of this Agreement, IER may, in its sole discretion, notify Respondent of the purported violation without opening an investigation. Upon such notification, Respondent shall have 15 days to provide an explanation regarding the purported violation. In the event that Respondent's explanation does not satisfy IER's concern, Respondent will then have 30 days from the date of IER's notification regarding Respondent's explanation to cure the purported violation to IER's satisfaction before IER deems Respondent to be in violation of this Agreement.
 - 9. Nothing in this Agreement limits IER's right to inspect Respondent's Forms I-9 pursuant to 8 C.F.R. § 274a.2(b)(2)(ii).
 - 10. This Agreement does not affect the rights of any individual alleging an unfair immigration-related employment practice against Respondent, IER's authority to investigate or file a complaint on behalf of any such individual, or IER's authority to conduct an investigation of Respondent's employment practices that are not encompassed within the IER Investigations or that arise after the Effective Date.

III. ADDITIONAL TERMS OF SETTLEMENT

- 11. 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 Investigations. 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 Parties' right to argue that other terms in the Agreement are material.
- 12. This Agreement may be enforced in the United States District Court for the Southern District of Florida. This paragraph, or the initiation of a lawsuit to enforce the Agreement under this paragraph, including any counterclaims asserted, does not constitute and should not be construed as a waiver of sovereign immunity or any other defense either party might have against a claim for enforcement.

13. The Parties agree that, as of the Effective Date, 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, 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.
14. 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 shall not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement is invalid.
15. The Parties shall bear their own costs, attorneys' fees and other expenses incurred in this action.
16. 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 signatures.

Perspective Talent LLC

By: 
Henry Wengier
President

Dated: 11/5/2019

Immigrant and Employee Rights Section

By: 
Alberto Ruisanchez
Deputy Special Counsel

Dated: 11/12/19

Sebastian Aloat
Special Litigation Counsel

Craig G. Fansler
Trial Attorney