

## SETTLEMENT AGREEMENT

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

### I. BACKGROUND

WHEREAS, on January 22, 2019, IER received a charge filed by [REDACTED] (“Charging Party”) against Respondent, DJ No. 197-12c-1661 (the “IER Charge”), alleging that: (1) Respondent rejected his valid employment eligibility documents and requested additional documents based on his citizenship or immigration status, and (2) Respondent delayed his hiring based on his citizenship or immigration status, in violation of 8 U.S.C. §§ 1324b(a)(6) and (a)(1), respectively, of the Immigration and Nationality Act (“Act”);

WHEREAS, on February 2, 2019, IER notified Respondent that it had initiated an investigation of the IER Charge (the “Charge Investigation”) to determine whether Respondent had violated 8 U.S.C. § 1324b;

WHEREAS, on May 16, 2019, IER opened an independent investigation of Respondent’s hiring and reverification practices, DJ no 197-17M-343 (together with the Charge Investigation, the “Investigations”) to determine whether Respondent violated 8 U.S.C. § 1324b;

WHEREAS, IER concluded, based upon its Investigations, that there is reasonable cause to believe that: (1) when using an electronic employment eligibility verification system provided by a third party vendor, Respondent had a pattern or practice of incorrectly reverifying non-U.S. citizens who provided List B documents and unrestricted Social Security cards, in violation of 8 U.S.C. § 1324b(a)(6); and (2) one of Respondent’s employees in its Gardena, California location: (A) engaged in a pattern or practice of unfair documentary practices against non-U.S. citizen employees, including the Charging Party, by rejecting valid employment verification documents and/or requesting more, different or specific employment eligibility documents based on the employee’s status as a non-U.S. citizen, in violation of 8 U.S.C. § 1324b(a)(6); and (B) discriminated against the Charging Party in hiring based on his citizenship status when Respondent refused to onboard him, in violation of 8 U.S.C. § 1324b(a)(1)(B);

WHEREAS, Respondent rehired the Charging Party and placed him in the same job with the same start date that he would have had originally, and denies that it engaged in any unlawful conduct, pattern, or practice;

WHEREAS, the Parties wish to resolve the Investigations without further delay or expense, and hereby acknowledge that each party is voluntarily entering into this Agreement;

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

## II. TERMS OF SETTLEMENT

1. This Agreement becomes effective as of the date the latest signature below, which date is referenced hereafter as the “Effective Date.” The term of the Agreement shall be 30 months following the Effective Date.
2. Respondent shall pay a civil penalty to the United States Treasury in the total amount of \$67,778, which includes \$66,300 for the above-referenced alleged unfair documentary practices and \$1,478 for the above-referenced alleged citizenship status discrimination. No later than five days after the Effective Date, Respondent shall give IER the name and contact information for the person who will make the payment on its behalf. After IER receives this information, it will send the designated person the FedWire payment instructions. Respondent shall pay the monies discussed in this paragraph via the FedWire electronic fund transfer system, within ten days of receiving IER’s FedWire instructions. On the day of payment, Respondent shall confirm via email to Liza Zamd at [Liza.Zamd@usdoj.gov](mailto:Liza.Zamd@usdoj.gov) that the payment was made.
3. Except as set forth in Paragraph 2, IER shall not seek from Respondent any additional civil penalty for the pattern or practice of unfair documentary practices in violation of 8 U.S.C. § 1324b(a)(6), or the Charging Party’s hiring discrimination in violation of 8 U.S.C. § 1324b(a)(1)(B), that are the subject of the Investigations, through the Effective Date.
4. Pursuant to 8 U.S.C. § 1324b, Respondent shall not discriminate against individuals based on citizenship, immigration status, or national origin, during the recruitment, hiring, firing, and employment eligibility verification and reverification processes (together, the “EEV” process), or intimidate, threaten, coerce, or retaliate against any person for participating in the Investigations or exercising any right or privilege secured by 8 U.S.C. § 1324b.
5. Respondent shall not: (a) make any reference to the IER Charge, Investigations, or this Agreement in the Charging Party’s personnel file and/or his other current or future employment records; or (b) disclose to any individual, employer, contractor, or other non-governmental entity information or documentation concerning the IER Charge, the Investigations, or this Agreement, except to its officers, employees with a business need to know, and auditors, unless required by law.
6. Within 14 days of the Effective Date, Respondent shall post, if it has not already done so, IER’s “If You Have The Right to Work” poster (“IER Poster”) (available at <https://www.justice.gov/crt/worker-information#poster>):
  - (a) in color;
  - (b) measuring no smaller than 8.5” x 11”;
  - (c) in all places where notices to employees and job applicants are normally posted in the Gardena, California branch; and
  - (d) in English and Spanish.

The IER Poster shall remain posted for at least the term of the Agreement.

7. Within 60 days of the Effective Date, Respondent will review any existing employment policies that relate to compliance with the prohibitions set forth in 8 U.S.C. § 1324b. Respondent will revise or create policies to ensure that they:
- (a) Prohibit requesting more or different documents, specifying documents, or rejecting valid documents, because of an individual's citizenship, immigration status or national origin in the hiring and firing process, and during the Form I-9/E-Verify employment eligibility verification and reverification processes;
  - (b) Include citizenship, immigration status, and national origin as prohibited bases of discrimination, and ensure inclusion of these bases in any similar Equal Employment Opportunity statements that Respondent makes available to the public or employees;
  - (c) After attempting to resolve concerns internally, refer individuals who complain, formally or informally, of discrimination in the hiring, firing or Form I-9/E-Verify employment eligibility verification or reverification processes immediately to IER by directing the affected individual to the IER Poster and IER's worker hotline (800-255-7688) and website, <https://www.justice.gov/ier>, and advise the affected individual of his or her right to file a charge of discrimination with IER; and
  - (d) Prohibit any reprisal action against any individual for having opposed any employment practice made unlawful by 8 U.S.C. § 1324b, for filing any charge alleging violation(s) of 8 U.S.C. § 1324b, or participating in any lawful manner in any IER investigation or matter.
8. Within 90 days of the Effective Date, Respondent will modify its electronic Form I-9 system to comply with all Form I-9 and E-Verify rules and regulations, including:
- (a) In Section 1, adding "Some aliens may write 'N/A' in the expiration date field. (See instructions)" next to the expiration date field for individuals who select the alien authorized to work (AAW) citizenship attestation;
  - (b) Permitting AAWs to select "N/A" for the expiration date field;
  - (c) Refraining from requesting that individuals indicate in Section 1 whether they will produce DHS-issued documentation;
  - (d) Modifying helper text to use accurate terminology mirroring that found in USCIS Form I-9 and E-Verify materials;
  - (e) Modifying helper text to use IER's current name and contact information;
  - (f) Permitting all individuals to use all permissible Form I-9 documentation;
  - (g) Permitting individuals awaiting Social Security numbers (SSN) to complete the Form I-9 and be processed for hire;
  - (h) Not using the term "re verification" with respect to anything unrelated to verifying an individual's continued work authorization pursuant to Form I-9 rules;
  - (i) Not stating or implying that a Tentative Nonconfirmation (TNC) resulted because of an "invalid SSN"; and

- (j) Not stating or implying that workers have any set period of time to resolve TNCs.

During the term of this Agreement, Respondent shall provide IER with all proposed modifications made to its EEV platform for IER's review and approval within 45 days of Respondent's intention to modify the EEV software. If within the term of the Agreement, the Form I-9 or E-Verify rules change any of the provisions referenced in this Paragraph, Respondent will ensure that its electronic Form I-9 system complies with the revised rules. Nothing in this Agreement is evidence of Respondent's compliance with its obligations under 8 U.S.C. § 1324a.

- 9. During the term of this Agreement, Respondent shall ensure that all of its recruiters and HR Compliance employees (collectively, "Onboarding Personnel"), can readily access:
  - (a) the most current version of the USCIS Handbook for Employers (M-274) ("Handbook"), available at [www.uscis.gov/I-9Central](http://www.uscis.gov/I-9Central), and
  - (b) the most current version of the USCIS E-Verify Manual (M-775) ("Manual"), available at [www.uscis.gov/e-verify/publications/manuals-and-guides/e-verify-user-manual](http://www.uscis.gov/e-verify/publications/manuals-and-guides/e-verify-user-manual).

Copies of these documents and future revisions of the Handbook, Manual and guidance can be obtained from the United States Citizenship and Immigration Services at [www.uscis.gov](http://www.uscis.gov).

- 10. Within 180 days of the Effective Date, Respondent will ensure that all Onboarding Personnel receive training regarding their obligations to comply with 8 U.S.C. § 1324b, as follows:
  - (a) Adecco will create one or more trainings that include discussion of 8 U.S.C. § 1324b protections, and submit such training(s) to IER for review and approval at least 60 days before any proposed use;
  - (b) Respondent will pay its employees their normal rate of pay during any such training, and the training will occur during the Onboarding Employee's normally scheduled workdays and work hours insofar as possible. Respondent shall bear all employee costs, if any, associated with the training session(s);
  - (c) Respondent shall compile attendance records listing the individuals who attend the training described in this paragraph, including their full name, title, and the date of the training, and send them via email to [Liza.Zamd@usdoj.gov](mailto:Liza.Zamd@usdoj.gov) (or any other individual IER designates) within 90 days of the training session(s); and
  - (d) For the term of the Agreement, all new Onboarding Personnel who assumed their duties after the initial training described in this paragraph, shall view the training pursuant to this paragraph, within 60 days of hire or

promotion. Respondent shall compile and send attendance records for these individuals pursuant to Paragraph 10(c) every 90 days.

11. Within 180 days of the Effective Date, Respondent shall provide all Onboarding Personnel with training that assesses their understanding of proper Form I-9 and E-Verify processes as follows:
  - (a) Respondent shall require these individuals to answer 20 multiple choice measurement and assessment questions that IER provides Respondent. The individuals answering the measurement and assessment questions may refer to written government resources, including but not limited to, the Form I-9 and its instructions, the Handbook, the Manual, and/or USCIS's I-9 Central website, when answering the questions. Respondent shall review and score each individual's responses to the questions.
  - (b) If any individual answers a question incorrectly, Respondent shall, within three days, require the individual who answered incorrectly to read one or more of the government resources outlined in Paragraph 11(a) and answer the question(s) again until the individual answers the question(s) correctly.
  - (c) Within 90 days after completion of the measurement and assessment described in this paragraph, Respondent will provide via email to [Liza.Zamd@usdoj.gov](mailto:Liza.Zamd@usdoj.gov) (or any other individual IER designates):
    - i. An aggregated list of the questions answered incorrectly, the number of individuals who missed each question, and the narrative answers all individuals provided for each question; and
    - ii. A confirmation/certification that the assessment was given to all Onboarding Personnel and that Respondent complied with all provisions in Paragraph 11 of the Agreement.
12. IER reserves the right to make reasonable inquiries to Respondent to determine Respondent's compliance with this Agreement. As a part of such review, IER may require written reports concerning compliance, inspect Respondent's premises, examine witnesses, and examine and copy Respondent's documents. Any such inquiries shall be directed to Justin Sorrell, Associate General Counsel, at [justin.sorrell@adeccogroup.com](mailto:justin.sorrell@adeccogroup.com), (or any other individual Respondent designates). Respondent shall comply with IER's reasonable requests within 30 days unless IER grants Respondent additional time to comply.
13. 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 without opening an investigation. Respondent will have 30 days from the date of IER's notification to cure the violation to IER's satisfaction before IER deems Respondent to be in violation of this Agreement.
14. This Agreement does not affect the right of any individual to file a charge with IER alleging an unfair immigration-related employment practice, IER's authority to




investigate or file a complaint on behalf of any such individual, or IER's authority to conduct an independent investigation of Respondent's employment practices.

### III. ADDITIONAL TERMS OF SETTLEMENT

15. 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 Investigations. This Agreement is governed by the laws of the United States. This Agreement shall be deemed to have been drafted by the 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 and attachments (entitled "Terms of Settlement") are material terms, without waiver of any Party's right to argue that other terms in the Agreement are material.
16. The United States District Court for the Middle District of Florida 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 this 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.
17. 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(s), term(s), or provision(s) shall be deemed not to be 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.
18. 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 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.
19. The Parties shall each 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 shall be bound by facsimile signatures.

Adecco USA, Inc.

By:

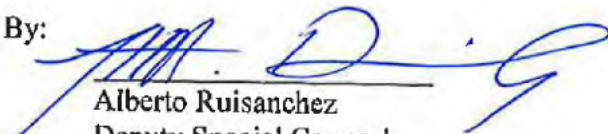
  
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David Herranz  
President, Adecco USA, Inc.

Dated:

12/19<sup>th</sup>/2019

**Immigrant and Employee Rights Section**

By:

  
Alberto Ruisanchez  
Deputy Special Counsel

Dated: 12-20-19

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