

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement"), the material terms of which are set forth in part II below, is made between AllianceIT ("Respondent"), and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section ("IER") (together, "the Parties").

I. BACKGROUND

WHEREAS, IER notified Respondent by letter dated March 16, 2020, that it had initiated an investigation of Respondent under 8 U.S.C. § 1324b(d)(1), identified as DJ # 197-11-991 (the "IER Investigation"), to determine whether Respondent engaged in any unfair employment practices prohibited under the anti-discrimination provision of the Immigration and Nationality Act, 8 U.S.C. § 1324b ("Act");

WHEREAS, IER concluded, based upon the IER Investigation, that there is reasonable cause to believe that Respondent engaged in a single instance of citizenship status discrimination in hiring, in violation of 8 U.S.C. § 1324b(a)(1). Specifically, the investigation found that Respondent advertised for only F-1 visa workers (with optional practical training) to apply for an IT position, thereby discouraging and/or excluding U.S. citizens and other protected individuals from applying;

WHEREAS, AllianceIT denies that the discriminatory advertisement was placed with the intent of committing intentional citizenship status discrimination;

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. In accordance with 8 U.S.C. § 1324b, Respondent shall not:
 - a. discriminate on the basis of citizenship, immigration status or national origin in violation of 8 U.S.C. § 1324b.
 - b. discriminate in the recruitment, referral or hiring process in violation of 8 U.S.C. § 1324b.



- c. 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.
3. Respondent shall ensure that its recruitment, referral and hiring policies and activities conform to the anti-discrimination requirements of 8 U.S.C. § 1324b.
4. Respondent shall ensure that its job advertisements do not contain language requesting or preferring a specific visa, immigration or citizenship status, unless authorized by 8 U.S.C. § 1324b(a)(2)(C).
5. Respondent shall post an English and Spanish version of IER's "If You Have The Right to Work" poster ("IER Poster"), in color and measuring no smaller than 8.5" by 11", an image of which is available at <https://www.justice.gov/crt/worker-information#poster>, in all places where notices to employees and job applicants are normally posted, including on its website. The IER Poster will be posted within 14 days from the Effective Date and will remain posted for at least two years thereafter.
6. During the term of this Agreement, Respondent shall ensure that all individuals who are responsible for formulating, providing training on, or implementing Respondent's recruiting, referring, hiring, firing, equal employment, and employment eligibility verification policies, including all managers and employees who have any role in drafting job advertisements, recruiting, referring applicants for consideration, hiring, and the employment eligibility verification process, such as completing the Form I-9 and/or using the E-Verify program ("Human Resources Personnel"), shall be provided and have available the most current version of the Form I-9, USCIS Employment Eligibility Verification Handbook for Employers (M-274) ("Handbook"), available at www.uscis.gov/I-9, and the most current USCIS E-Verify Manual (M-775) ("Manual"), available at www.e-verify.gov/e-verify-user-manual. Copies of these documents and future revisions of the Form I-9, Handbook, and Manual can be obtained from the United States Citizenship and Immigration Services at www.uscis.gov.
7. Within 60 days of the Effective Date, Respondent shall review any existing employment policies and revise such policies, or develop and propose new policies, to prohibit discrimination in drafting job advertisements, recruiting, referring applicants, hiring, and employment eligibility verification and reverification, 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 Respondent shall implement the approved policies within fifteen (15) days after IER's approval. These revised or new employment policies shall:
 - (a) prohibit discrimination on the basis of citizenship or immigration status, and national origin (1) in the recruiting and referral process; (2) in the hiring and firing process; (3) during the Form I-9 employment eligibility verification and re-verification process; and (4) in the E-Verify process;
 - (b) include citizenship, immigration status, and national origin as prohibited bases of discrimination; Respondent shall include these bases of

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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 Form I-9 employment eligibility verification and re-verification process 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; and
- (d) prohibit 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.

8. Within ninety (90) days of the Effective Date, Respondent shall require all recruiters, managers, and Human Resources Personnel to attend an IER webinar or appropriate alternative training approved by IER.

- (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, all new recruiters, managers, and Human Resources Personnel who are hired after the training described in this paragraph has been conducted shall attend an IER Employer/HR webinar training or approved alternative training within sixty (60) 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 the individual(s)' full name, job title, signature, and the date of the training, and send the record via email to Alexandra Vince at Alexandra.vince@usdoj.gov within ten (10) days of each training session. The emails transmitting attendance records shall have Respondent's name and the investigation number, DJ # 197-11-991, in the subject line.

9. During the term of this Agreement, Respondent shall provide semi-annual reports to IER, on December 31 and July 1 of each year, that include copies of all job advertisements posted by or on behalf of Respondent in the past six (6) months, along with the name, immigration status, visa status (if applicable), sponsorship needs (if applicable), and most recent contact information (phone number, home address, and email address) of each individual Respondent referred to clients for consideration and/or hired.

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10. 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.
11. 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.
12. 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 days from the date IER notifies it of the purported violation(s) to cure the violation(s) to IER's satisfaction.
13. 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

14. This Agreement resolves any and all differences under 8 U.S.C. § 1324b between the parties relating to the IER Investigation, DJ # 197-11-991 through the Effective Date.
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 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 Parties' right to argue that other terms in the Agreement are material.
16. The United States District Court for Central California 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.

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17. 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 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.
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 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.
19. The Parties agree to bear their own costs, attorneys' fees and other expenses incurred in the IER Investigation.
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.

AllianceIT

By:

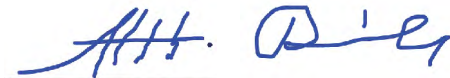


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Dated: 13 Aug. 2020

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By:



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Dated: 8-17-20

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Equal Opportunity Specialist