

SETTLEMENT AGREEMENT

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

I. BACKGROUND

WHEREAS, IER notified Keyot LLC (“Keyot”) by letter dated August 28, 2020 that it had initiated an investigation of Keyot under 8 U.S.C. § 1324b(d)(1), identified as DJ# 197-39-149 (the “Investigation”), to determine whether Keyot engaged in hiring discrimination based on citizenship status, in violation of 8 U.S.C. § 1324b(a)(1)(B);

WHEREAS, IER concluded, based upon the Investigation, that there is reasonable cause to believe that Keyot engaged in hiring discrimination by imposing unlawful citizenship status restrictions in sixty-two (62) job advertisements Keyot posted to college career services web-based platforms, thereby excluding in some instances lawful permanent residents, and in all instances non-citizen nationals, refugees, and asylees, from consideration for job opportunities, in violation of 8 U.S.C. § 1324b(a)(1)(B);

WHEREAS, the unlawful citizenship status requirements Keyot imposed upon job applicants did not fall within the exceptions outlined in 8 U.S.C. § 1324b(a)(2)(C);

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

NOW, 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 below, which date is referenced hereafter as the “Effective Date.” The term of this Agreement shall be two (2) years following the Effective Date.
2. This Agreement shall be binding on Keyot, and its owners, successors and assigns, and Keyot shall take all steps necessary to ensure that any successors or assigns are bound by the terms of this Agreement. Notwithstanding any other provision of this Agreement, upon succession, the requirements of Paragraph 7 shall apply only to former Keyot employees employed by the successor.
3. Respondent shall pay a civil penalty to the United States Treasury in the amount of \$256,928.00. Respondent shall give IER the name, title, email address, and telephone number of the individual responsible for effectuating payment of the civil penalty no later than three (3) business days after the Effective Date. Respondent shall pay the money specified in this paragraph, in one payment, via the FedWire electronic fund transfer

system, within seven (7) business days of when it receives fund transfer instructions from IER. On the day of payment, Respondent shall send confirmation of the payment to Stacey Young at Stacey.Young2@usdoj.gov and Katelyn Davis at Katelyn.Davis@usdoj.gov. The email confirming payment shall have Respondent's name and the investigation number, DJ # 197-39-149, in the subject line.

4. Except as set forth in Paragraph 3, IER shall not seek from Respondent any additional civil penalty for any alleged pattern or practice of citizenship status discrimination in violation of 8 U.S.C. § 1324b that is the subject of the Investigation through the Effective Date.
5. Respondent, directly or through a third-party entity or an electronic platform, 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, immigration status, or national origin except as required to comply with a law, regulation, executive order, government contract, or Attorney General directive;
 - b. Reference any specific citizenship status, immigration status, or visa category in the job advertisements it publishes or permits to be published by a third party on its behalf, including in the job title, visible tags or job category fields, body of the job advertisements, or applicant filters, unless a restriction on workers who would perform the specific advertised position is required to comply with a law, regulation, executive order, government contract, or Attorney General directive; or
 - c. Intimidate, threaten, coerce, or retaliate against any person for their participation in the Investigation or the exercise of any right or privilege secured by 8 U.S.C. § 1324b.
6. Respondent shall ensure that its job postings, including advertisements for career fairs, do not exclude from consideration or discourage applications from individuals who are authorized to work in the United States in violation of 8 U.S.C. § 1324b based on their citizenship or immigration status, unless the citizenship status restriction falls within an exception under 8 U.S.C. § 1324b.
7. Within 90 days of the Effective Date, Respondent shall ensure that all of its employees, agents, and contractors with any role in recruiting (including advertising positions and communicating with potential candidates), screening, nominating or hiring students from colleges or universities for employment or paid internships (collectively, "Recruiting Personnel"), receive training on their obligations to comply with 8 U.S.C. § 1324b, as follows:
 - a. IER will provide two free, live training presentations for Respondent (via virtual webinar platform) on two different dates within 90 days of the Effective Date.

Respondent will make good faith efforts to ensure maximum attendance of Recruiting Personnel at live trainings;

- b. Within 15 days of the second live training, Respondent will send IER an email to Stacey Young at Stacey.Young2@usdoj.gov and Katelyn Davis at Katelyn.Davis@usdoj.gov stating how many Recruitment Personnel were subject to the training requirement and how many of those individuals attended a live training session;
 - c. Within 15 days of the second live training, IER will provide Respondent with access to a recording of one of the trainings;
 - d. Respondent will ensure that Recruiting Personnel who are unable to attend a live training view the recorded training within 120 days of the Effective date. Any employees on long-term leave during the 120 days after the Effective Date that prevents them from attending a training during that time must complete the recorded training within 30 days of returning to work from leave;
 - e. All employees will be paid their normal rate of pay, and training will occur during their normally scheduled workdays and work hours. Respondent or its agent shall be responsible for all payroll costs and employee wages associated with these training sessions;
 - f. Respondent shall compile attendance records listing the individuals who attend a live or recorded training, including their full name, job title, signature, and the date(s) of the training, and shall send the records via email to Stacey Young at Stacey.Young2@usdoj.gov and Katelyn Davis at Katelyn.Davis@usdoj.gov within 10 business days of each training session. The emails transmitting attendance records shall have Respondent's name in the subject line; and
 - g. The Parties may modify any of the deadlines mentioned in Paragraph 6 and its subsections only based on mutual written agreement.
8. Within sixty (60) days of the Effective Date, Respondent shall review all of its existing employment policies and revise them to prohibit discrimination in the recruitment, hiring, and termination processes on the basis of citizenship status or national origin, except where the discrimination is required by a law, regulation, executive order, government contract, or Attorney General determination.
 9. This Agreement does not affect the right of any individual to file a charge alleging an unfair immigration-related employment practice against Respondent with IER.
 10. This Agreement does not affect IER's authority to investigate Respondent, or file a complaint, on behalf of any 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 Investigation.

11. This Agreement resolves any and all differences between the Parties relating to the Investigation, DJ # 197-39-149, through the Effective Date of this Agreement. The Agreement does not address, or seek remedies for, any violations of law other than those identified in the Investigation.

III. ADDITIONAL TERMS OF SETTLEMENT

12. 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.
13. The United States District Court for the District of Minnesota 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.
14. The Parties agree that, as of the Effective Date of this Agreement, litigation concerning the violations of 8 U.S.C. § 1324b that IER believes Respondent committed is not reasonably foreseeable. If 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.
15. 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 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.
16. The Parties agree to bear their own costs, attorneys’ fees, and other expenses incurred in this action.
17. 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.
18. 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 electronically transmitted signatures.

Keyot LLC

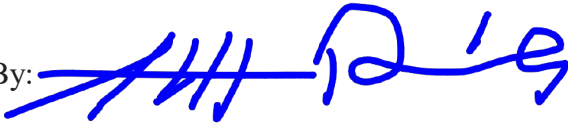
By: 

Anjeanette M. Cayot
Managing Partner

6/23/2022

Dated: _____

Immigrant and Employee Rights Section

By: 

Alberto Ruisanchez
Deputy Special Counsel

Dated: 6-27-2022

Jodi Danis
Special Litigation Counsel

Stacey Young
Pablo Godoy
Laura Varela-Addeo
Trial Attorneys

Katelyn Davis
Equal Opportunity Specialist

Brittany McCutchen
Paralegal Specialist