

## SETTLEMENT AGREEMENT

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

### I. BACKGROUND

WHEREAS, on August 17, 2020, IER notified Technology Hub that it had initiated an independent investigation designated as DJ# 197-79-560 (“IER Investigation”) based on a discriminatory job advertisement the company had posted, to determine whether Technology Hub had engaged in any discriminatory conduct in violation of 8 U.S.C. § 1324b, including any pattern or practice of unfair immigration-related employment practices;

WHEREAS, IER determined based upon the IER Investigation that there is reasonable cause to believe that Technology Hub engaged in citizenship status discrimination in hiring by posting at least one job advertisement that announced a preference for non-U.S. citizens with temporary work visas, thereby deterring U.S. workers from applying in violation of 8 U.S.C. § 1324b(a)(1);

WHEREAS, IER also determined based upon the IER Investigation that there is reasonable cause to believe that on at least three occasions Technology Hub engaged in citizenship status discrimination in hiring or recruiting or referring for a fee, when it announced and implemented other unlawful citizenship status restrictions or preferences, thereby deterring applications from U.S. nationals, refugees and asylees, and had a policy of refusing to refer such protected workers if they did apply, in violation of 8 U.S.C. § 1324b(a)(1);

WHEREAS, Technology Hub disputes IER’s conclusions and asserts that at no time did it intentionally engage in any discriminatory conduct prohibited by 8 U.S.C. § 1324b;

WHEREAS, IER and Technology Hub wish to resolve IER’s reasonable cause finding without further delay or expense, and to avoid the uncertainty and costs of litigation, and hereby acknowledge that they each are voluntarily and freely entering into this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained below, and to fully and finally resolve IER’s reasonable cause finding as of the date of this Agreement, 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,” and shall have a term of three years beginning from the Effective Date.
2. Technology Hub shall pay a civil penalty to the United States Treasury in the amount of \$12,000. The monies discussed in this paragraph shall be paid via the FedWire electronic fund transfer system. The first payment of \$6,000 shall be made within 30 business days of the Effective Date of this Agreement or receipt of fund transfer instructions from IER, whichever is later. The second payment of \$6,000 shall be made within 180 business days of the first payment or receipt of the second set of fund transfer instructions from IER, whichever is later.
3. Technology Hub shall provide IER with the name, title, email address, and telephone number of the individual responsible for effectuating payment of the civil penalty no later than three business days after the Effective Date of this Agreement. On the day of payment, Technology Hub shall send confirmation of the payment to Erik Lang by email at [REDACTED]. The email confirming payment shall have Technology Hub’s name and the reference DJ# 197-79-560 in the subject line.
4. The provisions of paragraph 2 notwithstanding, IER shall not seek from Technology Hub any additional civil penalty for any other alleged citizenship status discrimination in hiring or recruitment or referral for a fee in violation of 8 U.S.C. § 1324b that is the subject of the IER Investigation through the Effective Date.
5. Technology Hub, directly or through its agents, 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; or
  - b. Intimidate, threaten, coerce, or retaliate against any person for his or her participation in the IER Investigation or the exercise of any right or privilege secured by 8 U.S.C. § 1324b.
6. Technology Hub, directly or through its agents, shall not reference any specific citizenship status, immigration status, or visa category any place 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, or body of the job advertisement, unless a restriction on workers who would perform a specific advertised position is required to comply with a law, regulation, executive order,

government contract, or Attorney General directive, or is otherwise permissible as explained in paragraph 7.

7. Regardless of its customers' preferences, Technology Hub shall not implement or amplify any citizenship status restriction or limitation unless necessary in order to comply with required by law, regulation, executive order, government contract, or Attorney General directive. However, Technology Hub can, if it so chooses, indicate that certain individuals who require employer sponsorship to remain employed in the United States now or in the future will not be considered for hire for certain positions. To ensure Respondent's employees and agents do not unnecessarily and unlawfully exclude individuals from consideration for positions based on citizenship status, Respondent (within 14 days of the Effective Date) will require all of its employees or agents with responsibilities for recruiting to review the IER Refugee and Asylee Flyer (at <https://www.justice.gov/crt/page/file/1132626/download>) so they understand that asylees and refugees are authorized to work incident to their status and do not fall into the category of workers who may in the future require employer sponsorship, even though it may appear that some of them may have employment authorization documents containing limits on the duration of their employment authorization. Respondent will require each such employee or agent to acknowledge in writing their review of the Flyer, and shall, upon IER's request, provide copies of the written acknowledgments.
8. Technology Hub shall ensure that its job postings do not unlawfully 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.
9. To the extent Technology Hub, directly or through its agents, searches for job openings and job candidates, in addition to or in lieu of posting job advertisements on online portals, Technology Hub, directly or through its agents, shall not use specific citizenship statuses in search terms unless searching for candidates to fill a specific position that is lawfully restricted to individuals of a specific citizenship status in order to comply with required by law, regulation, executive order, government contract, or Attorney General directive.
10. Technology Hub shall post on its website an image and on all its job postings a link to the IER "If You Have the Right to Work" poster .PDF file ("IER Poster"), an image of which is available at <https://www.justice.gov/crt/worker-information#poster>. Technology Hub shall post and/or transmit via link the IER Poster starting no later than 14 days from the Effective Date, and shall do so for at least the term of this Agreement.
11. Within 60 days of the Effective Date, Technology Hub shall create (or revise) and implement employment policies, to the extent it has not already done so, that:

- a. Prohibit discrimination on the basis of citizenship status, immigration status, or national origin in the hiring and firing process;
  - b. Include citizenship status, immigration status, and national origin as prohibited bases of discrimination; such prohibitions shall also be included in any Equal Employment Opportunity (EEO) statements Technology Hub provides in printed or electronic materials available to the public or employees;
  - c. Refer applicants and employees who make a complaint of discrimination based on citizenship or immigration status in connection with the hiring, firing, or Form I-9 employment eligibility verification and/or reverification process promptly to IER by directing the affected individual to the IER Poster, IER's worker hotline (800-255-7688), and IER's website ([www.justice.gov/ier](http://www.justice.gov/ier)), and advise the affected individual of his or her right to file a charge of discrimination with IER;
  - d. 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; and
  - e. Provide that Technology Hub shall not intimidate or take any retaliatory action against any individual for engaging in protected conduct, such as opposing any employment practice made unlawful by 8 U.S.C. § 1324b or which the individual reasonably believes to be unlawful under 8 U.S.C. § 1324b, filing any charge, or participating in any investigation or action under 8 U.S.C. § 1324b.
12. During the term of this Agreement, Technology Hub shall include in any contract for recruiting services a provision requiring recruiters to comply with the policies referenced in paragraphs 11(a)-(e), and shall require them to sign an acknowledgment that they will comply with the requirements set forth in paragraphs 5-8 of this Agreement when engaging in recruiting activities on behalf of Technology Hub.
13. Within 90 days of the Effective Date, Technology Hub shall ensure that all employees, agents, and contractors with any role in recruiting (including advertising positions and communicating with potential candidates), vetting, or nominating potential candidates for employment to clients (collectively, "Hiring Personnel"), receive training on their obligations to comply with 8 U.S.C. § 1324b, the limitations of the exceptions to otherwise impermissible hiring discrimination based on citizenship status. In addition:
- a. The training will consist of participating in a live IER-provided free webinar presentation on a mutually agreed upon date(s);

- b. All employees will be paid their normal rate of pay, and the training will occur during their normally scheduled workdays and work hours. Technology Hub or its agent shall be responsible for all payroll costs and employee wages associated with these training sessions;
  - c. During the term of the Agreement, all Hiring Personnel who assume or resume their duties after the initial training period described in this paragraph has been conducted, shall participate in a free online IER Employer/HR webinar within 60 days of assuming or resuming their duties; and
  - d. Technology Hub shall compile attendance records listing the individuals who attend the training(s) described in this paragraph, including their full name, job title, signature, and the date(s) of the training, and shall send the records via email to Erik Lang within 10 business days of each training session. The emails transmitting attendance records shall have Technology Hub's name in the subject line.
14. During the term of this Agreement, IER reserves the right to make reasonable inquiries of Technology Hub to ensure Technology Hub's compliance with the terms of this Agreement. Any such inquiries shall be directed to Venkatesh Jangalapalli, Director of Operations, [venkatesh@technologyhub.net](mailto:venkatesh@technologyhub.net) or any other person Technology Hub designates.
15. Nothing in this Agreement limits IER's right to inspect Technology Hub's Forms I-9 and attachments within three business days pursuant to 8 C.F.R. § 274a.2(b)(2)(ii) and 28 C.F.R. § 44.302(b).
16. This Agreement does not affect the right of any individual to file an IER charge alleging an unfair immigration-related employment practice against Technology Hub, IER's authority to investigate such charge or file a complaint on behalf of any such individual, or IER's authority to conduct an independent investigation of Technology Hub's employment practices occurring after the Effective Date or outside the scope of the Investigation.
17. If IER has reason to believe that Technology Hub has violated or is violating any provision of this Agreement, IER may exercise its discretion to notify Technology Hub in writing of the purported violation rather than initiate a new investigation or seek immediate judicial enforcement of the Agreement. Technology Hub will then be given 30 calendar days from the date IER notifies it in which to cure the violation(s) to IER's satisfaction before IER deems Technology Hub to be in violation of this Agreement and proceeds to take appropriate enforcement actions.

### **III. ADDITIONAL TERMS OF SETTLEMENT**

18. 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 Party’s right to argue that other terms in the Agreement are material.
19. The United States District Court for the Eastern District of Virginia 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.
20. 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, 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.

21. The Parties shall each bear their own costs, attorneys' fees and other expenses incurred in this action.
22. 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 or electronic signatures.

**Technology Hub, Inc.**

By:



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Neeraja Nare  
CEO

Dated: 06/24/2022  
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**Immigrant and Employee Rights Section**

By:



C.S. Aloat  
for A.R.

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Alberto Ruisanchez  
Deputy Special Counsel

Jodi Danis  
Special Litigation Counsel

Erik Lang  
Trial Attorney

Dated: 07/01/2022  
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