

SETTLEMENT AGREEMENT

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

I. BACKGROUND

WHEREAS, on January 24, 2022, IER accepted as complete a charge filed by [REDACTED] (“Charging Party”) against Respondent, DJ# 197-52-1038 (the “IER Charge”), alleging unfair documentary practices in violation of the anti-discrimination provision of the Immigration and Nationality Act, 8 U.S.C. § 1324b (“Act”);

WHEREAS, on January 24, 2022, IER notified Respondent that it had initiated an investigation based on the Charging Party’s allegations, and on January 25, 2022, IER notified Respondent that it had initiated an independent investigation (DJ # 197-11-1041) (together, “IER Investigations”) to determine whether Respondent had engaged in any pattern or practice of discrimination or other discriminatory conduct in violation of 8 U.S.C. § 1324b;

WHEREAS, IER determined based upon the IER Investigations that there is reasonable cause to believe that on at least two occasions, Respondent engaged in citizenship status discrimination in hiring, by posting advertisements that limited positions to only Optional Practical Training (“OPT”) applicants, thereby deterring applications from U.S. citizens, U.S. nationals, lawful permanent residents, asylees, and refugees, in violation of 8 U.S.C. § 1324b(a)(1);

WHEREAS, IER also determined based upon the IER Investigations that there is reasonable cause to believe that on at least four occasions Respondent engaged in citizenship status discrimination in hiring, by posting advertisements that limited positions to U.S. citizens and lawful permanent residents, thereby deterring applications from U.S. nationals, refugees, and asylees, in violation of 8 U.S.C. § 1324b(a)(1);

WHEREAS, there has been no admission of wrongdoing or liability by Respondent, and it is understood that wrongdoing or liability, including the allegations in the IER Charge, are strictly denied;

WHEREAS, IER and Respondent 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 two (2) years beginning from the Effective Date.
2. Respondent shall pay a civil penalty to the United States Treasury in the amount of \$24,864. The monies discussed in this paragraph shall be paid via the FedWire electronic fund transfer system within 10 business days of the Effective Date of this Agreement or receipt of fund transfer instructions from IER, whichever is later.
3. Respondent 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, Respondent shall send confirmation of the payment to Sam Shirazi by email at sam.shirazi2@usdoj.gov. The email confirming payment shall have Respondent’s name and reference DJ#s 197-52-1038 and 197-52-1041 in the subject line.
4. The provisions of paragraph 2 notwithstanding, IER shall not seek from Respondent 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 Investigations through the Effective Date.
5. Respondent, 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 or immigration status 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 Investigations or the exercise of any right or privilege secured by 8 U.S.C. § 1324b.
6. Respondent, directly or through its agents, shall not reference any specific citizenship status, immigration status, or visa category in any 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 such a reference is necessary to restrict applicants due to 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, Respondent shall not implement, perpetuate, or amplify any citizenship status restriction or limitation in hiring or recruiting unless necessary in order to comply with a law, regulation, executive order, government contract, or Attorney General directive. Nothing in this Agreement shall be construed to require Respondent to hire any individual who needs employer sponsorship to remain employed in the United States.
8. To the extent Respondent, 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, Respondent, directly or through its agents, shall not use specific citizenship or immigration statuses in search terms unless searching for candidates to fill a specific position that is restricted to individuals of a specific citizenship or immigration status in order to comply with required law, regulation, executive order, government contract, or Attorney General directive.
9. Respondent shall transmit within 14 calendar days of the Effective Date via e-mail to 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") the IER "Refugees and Asylees Have the Right to Work Information for Employers" flyer (available at <https://www.justice.gov/crt/page/file/1132626/download>) and "If You Have the Right to Work" flyer (available at <https://www.justice.gov/crt/worker-information#poster>), collectively ("IER Flyers"). Respondent will require each of the Hiring Personnel to acknowledge in writing their review of the IER Flyers within 5 calendar days of receipt, and shall, upon IER's request, provide copies of the written acknowledgments.
10. Within 60 calendar days of the Effective Date, Respondent 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, recruiting, and firing process, in accordance with 8 U.S.C. § 1324b;
 - 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 Respondent 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 Flyers, IER's worker hotline (800-255-7688), and IER's website

(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, immigration 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 Respondent 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.
11. Respondent shall include in any contract for recruiting services executed during the term of this Agreement, a provision requiring recruiters to comply with the policies referenced in paragraphs 10(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 Respondent.
 12. Within 90 calendar days of the Effective Date, Respondent shall ensure that all Hiring Personnel receive training on their obligations to comply with 8 U.S.C. § 1324b, and the limitations of the exceptions to otherwise impermissible hiring discrimination based on citizenship status. In addition:
 - a. The training will consist of viewing an "IER Employer/HR Representative" webinar, which is publicly available at <https://www.justice.gov/crt/webinars>;
 - b. All employees will be paid their normal rate of pay, and the 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;
 - 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 calendar days of assuming or resuming their duties; and
 - d. Respondent 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 Sam Shirazi within 10 calendar days of each training session. The emails transmitting attendance records shall have Respondent's name in the subject line.

13. During the term of this Agreement, IER reserves the right to make reasonable inquiries of Respondent to ensure Respondent's compliance with the terms of this Agreement.
14. Nothing in this Agreement limits IER's right to inspect Respondent'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).
15. This Agreement does not affect the right of any individual to file an IER charge alleging an unfair immigration-related employment practice against Respondent, 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 Respondent's employment practices occurring after the Effective Date or outside the scope of the IER Investigations.
16. If IER has reason to believe that Respondent has violated or is violating any provision of this Agreement, IER may exercise its discretion to notify Respondent in writing of the purported violation rather than initiate a new investigation or seek immediate judicial enforcement of the Agreement. Respondent 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 Respondent to be in violation of this Agreement and proceeds to take enforcement actions.

III. ADDITIONAL TERMS OF SETTLEMENT

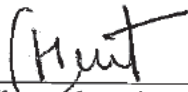
17. This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements or understandings between the Parties pertaining to the subject matter herein. This Agreement is governed by the laws of the United States. This Agreement shall be deemed to have been 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.
18. The United States District Court for the Eastern District of New York 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.
19. 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.

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

Amiga Informatics, Inc.

By:

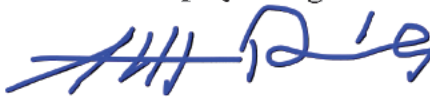


Himanshu Tiwari
Co-CEO and Co-Founder

Dated: 2/21/2023

Immigrant and Employee Rights Section

By:



Alberto Ruisanchez
Deputy Special Counsel

Dated: 2-22-2023

Julia Heming Segal
Special Litigation Counsel

Sam Shirazi
Trial Attorney