

SETTLEMENT AGREEMENT

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

I. BACKGROUND

WHEREAS, on July 17, 2020, IER notified Respondent that it had initiated an independent 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, on the basis of its investigation, DJ# 197-37-182 (the “IER Investigation”), IER concluded there is reasonable cause to believe that Respondent engaged in a pattern or practice of unfair documentary practices on the basis of citizenship status, in violation of 8 U.S.C. § 1324b(a)(6), from at least July 1, 2019, until May 12, 2021, when its personnel at headquarters and at least one field office requested that non-U.S. citizen new hires provide more documents than required by law and/or specific documents, based on their citizenship status, during the employment eligibility verification (“EEV”) process. IER also concluded there is reasonable cause to believe that Respondent maintained a policy that discriminated against lawful permanent residents (“LPRs”) in the hiring process based on their citizenship status, from at least July 1, 2019, until at least September 2021, by requiring them to provide unnecessary documentation (i.e., an unexpired foreign passport) as a condition of employment, in violation of 8 U.S.C. § 1324b(a)(1)(B);

WHEREAS, Respondent contends that its actions were not unlawful and it did not engage in a pattern or practice of discrimination against any of its employees or candidates or applicants for employment or in any other violation of 8 U.S.C. § 1324(b), or other applicable law, rule, or regulation, and makes no admission of wrongdoing; there have been no adjudicated findings of any unlawful actions, wrongdoing, or non-compliance and Respondent disputes and denies any such allegations;

WHEREAS, Respondent has cooperated with IER in the course of the investigation, the Parties wish to resolve the IER Investigation without further delay or expense, and they 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 considered to be and referenced herein as the “Effective Date.” The term of this Agreement is two years following the Effective Date.

2. Respondent shall remit a payment to the United States Treasury in the amount of \$365,000.
3. Respondent shall pay the monies discussed in paragraph 2 using the FedWire electronic fund transfer system within 14 calendar days of the Effective Date, or receipt of fund transfer instructions from IER, whichever is later. IER shall send fund transfer instructions to Kimberly Yourchock, Counsel – Employment & Labor, General Motors via email to kimberly.yourchock@gm.com, and to Eric Bord, Partner, Morgan, Lewis & Bockius LLP, via email to eric.bord@morganlewis.com. On the day of payment, Respondent shall send confirmation of the payment to Lisa Sandoval at Lisa.Sandoval@usdoj.gov and Tamara Hoflejer at Tamara.Hoflejer@usdoj.gov (or any other individual(s) IER designates). The email confirming payment shall have Respondent's name and the investigation number, DJ # 197-37-182, in the subject line.
4. This Agreement resolves any and all differences between the Parties with respect to the IER Investigation through the Effective Date. Except as set forth in paragraph 2, IER shall not seek from Respondent any additional payments for alleged discrimination in violation of 8 U.S.C. § 1324(b) that was subject to the IER Investigation through the Effective Date.
5. In accordance with 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 the EEV process, or intimidate, threaten, coerce, or retaliate against any person for participating in the IER investigation or exercising any right or privilege secured by 8 U.S.C. § 1324b.
6. Within 90 calendar days of the Effective Date, Respondent shall review, and, if necessary, create or revise any existing employment policies, training materials, and guidance that relate to hiring and/or the EEV process, to ensure they comply with the requirements of paragraph 6(a)-(f), and submit them to IER for review and approval, after which Respondent shall implement such policies, training materials, and guidance. Respondent will, as needed, revise or create such documents to ensure they:
 - a. Comply with all applicable Form I-9 and E-Verify rules;
 - b. Prohibit requesting more or different documents than required by law to establish permission to work in the United States, requesting specific EEV documents, or rejecting valid EEV documents, because of an individual's citizenship, immigration status, or national origin regardless of whether such actions occur in the hiring, onboarding, or Form I-9 completion processes;
 - c. Prohibit unnecessary reverification of employees for Form I-9, including of lawful permanent residents who present permanent resident cards at initial hire, and refugees or asylees who do not include an expiration date in section 1 of Form I-9 and present documents that do not require reverification;

- d. Include citizenship, immigration status, and national origin as prohibited bases of discrimination; Respondent shall ensure inclusion of these bases in any similar Equal Employment Opportunity statements that Respondent includes in printed or electronic materials available to the public or employees;
 - e. Prohibit any retaliation, intimidation, or coercion against an employee or applicant for having opposed any employment practice made unlawful by 8 U.S.C. § 1324b, or for filing any charge, or participating in any investigation or action under 8 U.S.C. § 1324b; and
 - f. Direct applicants and employees who complain, formally or informally, of discrimination on the basis of citizenship, immigration status, or national origin in the hiring, firing, or EEV processes to IER's website, www.justice.gov/ier, and the IER poster referenced in paragraph 13.
7. Within 90 calendar days of the Effective Date, Respondent shall review, and, if necessary, create or revise any existing policies, training materials, and guidance that relate to its export control assessment (formerly known as "citizenship verification") to ensure they comply with the requirements of paragraph 7(a)-(d), and submit them to IER for review and approval, after which Respondent shall implement such policies, training materials, and guidance. Respondent, as needed, will revise or create such documents to ensure they:
- a. Remove any language suggesting, stating, or implying that export control assessment documents, or any type of export control-related documents, are required for the Form I-9 or for EEV;
 - b. Remove any requirement that lawful permanent residents must provide a foreign passport to establish their U.S. person status;
 - c. Ensure that Respondent's export control assessment does not discriminate against, and does not impose unnecessary burdens on, particular groups of U.S. persons based on their citizenship or immigration status; and
 - d. Clarify that the export control assessment is separate from EEV, including by:
 - i. Requiring that, to the extent it is necessary to obtain documentation of a worker's citizenship status or country of citizenship for purposes of the export control assessment, Respondent collect such documentation in a process that is clearly separate and distinct from the EEV process;
 - ii. Designating a Respondent employee who is knowledgeable about the EEV process and applicable rules to be the point of contact to whom questions about EEV can be directed;

- iii. Designating a different Respondent employee from the one listed in paragraph 7(d)(ii) who is knowledgeable about the export control assessment process and applicable rules to be the point of contact to whom questions about the export control assessment process can be directed;
 - iv. Including the points of contact identified in paragraphs 7(d)(ii) and (iii) in any personnel directories and/or intranet pages containing directories;
 - v. Requiring that the points of contact in paragraphs 7(d)(ii) and (iii) be adequately trained for their respective responsibilities and attend the trainings described in paragraph 10;
 - vi. Requiring separate storage of EEV documentation and export control assessment documentation, even if the same documentation is used for both processes;
 - vii. Explaining in any documents that reference export control or export control assessment, including any forms that ask employees to identify their citizenship or immigration status for purposes of export control compliance, the legal basis for such verification;
 - viii. Including in training for personnel who conduct onboarding of new hires that EEV and the export control assessment are separate and have different procedures and requirements, and identifying the points of contact designated pursuant to paragraphs 7(d)(ii) and (iii); and
 - ix. Prohibiting using the Form I-9 to notate or communicate any information about export control assessment, and prohibiting storing export control assessment information with Form I-9 documentation.
8. No later than 14 calendar days from IER's approval of GM's revised policies, training materials, and guidance submitted pursuant to paragraphs 6 and 7, GM shall provide IER a timetable containing deadlines of when it will implement and comply with each policy, with no deadline later than 90 calendar days from submission of the timetable.
9. IER's review of the policies discussed in paragraphs 6 and 7 shall consist of ensuring that Respondent's policies or their implementation do not conflict with 8 U.S.C. § 1324b or this Agreement.
10. Within 30 calendar days of the Effective Date, Respondent shall complete and return to IER the Justice Enterprise File Sharing System agreement (Attachment A), which is necessary to allow IER to share certain training materials with Respondent, and within 90 calendar days of the Effective Date, Respondent shall ensure that the Covered Personnel described below receive an Anti-discrimination Training as follows:

- a. “Covered Personnel” is defined to include all individuals who fall within one or more of the following categories: (1) individuals who are responsible for developing and/or implementing EEV-related training, policies, or procedures; (2) individuals who are authorized by Respondent to provide internal advice or guidance related to hiring or EEV; (3) individuals responsible for implementing Respondent’s EEV process, such as completing Section 2 of the Form I-9 or reverification for the Form I-9, or using E-Verify; (4) individuals on the GM Talent Acquisition team whose core duties include identifying external candidates for U.S.-based positions; and (5) individuals who are responsible for developing and/or implementing Respondent’s export control assessment;
- b. “Anti-discrimination Training” is defined as training about the anti-discrimination provisions of 8 U.S.C. § 1324b, including citizenship/immigration status discrimination, retaliation, and unfair documentary practices;
- c. Respondent shall ensure that Covered Personnel attend one of two free, live Anti-discrimination Trainings presented by IER (in person or virtually) at a date and time to be determined by the Parties, both of which will be no later than 90 calendar days of the Effective Date, unless otherwise agreed to in writing by the Parties;
- d. Within 30 calendar days of the live trainings, IER will provide Respondent with access to a recording of the trainings;
- e. Respondent shall ensure that Covered Personnel who are unable to attend the live training view the recorded training within 120 calendar days of the Effective Date. Any employees on long-term leave during the 120 calendar days after the Effective Date that prevents them from attending a training during that time must complete the recorded training within 30 calendar days of returning to work from leave;
- f. Respondent will ensure that all Covered Personnel are paid their normal rate of pay during the training, and the training will take place during the individual’s normally scheduled workday and work hours. Respondent will bear all employee costs, if any, associated with the training session(s);
- g. During the term of the Agreement, all new Covered Personnel who assume their duties after the initial training described in this paragraph takes place shall view the recording of the training within 30 calendar days of assuming such duties; and
- h. Respondent shall compile attendance records listing the individuals who attend the live or recorded trainings described in this paragraph, including each individual’s full name, job title, and the date(s) they participated in the training session. Respondent shall send the records within 30 calendar days of each training session

via email to Lisa Sandoval at Lisa.Sandoval@usdoj.gov and Tamara Hoflejer at Tamara.Hoflejer@usdoj.gov (or any other individual IER designates).

11. During the term of this Agreement, Respondent shall ensure that all Covered Personnel review and have readily 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.uscis.gov/USCIS/Verification/E-Verify/E-Verify_Native_Documents/manual-employer_comp.pdf. 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.
12. During the term of this Agreement, Respondent shall give a copy of the most current version of the Form I-9 Lists of Acceptable Documents (“Lists”) to individuals at the same time and in the same manner as Respondent gives them the Form I-9 to complete, and shall inform those individuals of their right to choose to present any documentation that is on the Lists or is otherwise acceptable for purposes of employment eligibility verification or reverification.
13. Respondent shall include a link to the English and Spanish version of the IER “If You Have The Right to Work” poster (“IER Poster”), which is available at <https://www.justice.gov/crt/worker-information#poster>, on Respondent’s intranet for human resources services that all Respondent employees in the United States can access and in all places where notices to employees and job applicants are normally posted. Respondent shall post the IER Poster within 30 calendar days from the Effective Date of this Agreement and it will remain posted for the term of the Agreement.
14. Within 90 calendar days of the Effective Date, all authorized individuals who transmit Form I-9 information to E-Verify shall register for email updates from USCIS on the following topics by visiting <https://public.govdelivery.com/accounts/USDHSCISEVERIFY/subscriber/new>:
 - a. E-Verify updates; and
 - b. I-9 Central.
15. During the Term of the Agreement, IER reserves the right to make reasonable inquiries to Respondent to determine Respondent’s compliance with the Agreement. As part of such compliance review, IER may obtain written reports from GM concerning its compliance, and IER may interview Respondent’s employees, officials, or other persons and request copies of other Respondent documents relevant to compliance. Respondent shall provide such requested documents in the format requested by IER, such as .pdf, Excel, or .csv format, depending on the type of document, unless the Parties agree otherwise.
16. If IER has reason to believe that Respondent is in violation of any provision of this Agreement during the Term of the Agreement, IER may, in its discretion, notify

Respondent of the purported violation without opening an investigation. Upon such notification, Respondent shall have 30 calendar days to provide an explanation regarding the purported violation. If Respondent's explanation does not satisfy IER's concern, Respondent will have 60 calendar days from the date of IER's notification of dissatisfaction with Respondent's explanation to cure the purported violation to IER's satisfaction before IER deems Respondent to be in violation of this Agreement.

17. Every six months during the Term of the Agreement, Respondent shall provide IER with an Excel Spreadsheet (or other .csv file) with all available Forms I-9 for each individual Respondent hired or reverified within the previous six-month period. Pursuant to paragraph 18, IER also may request specific Forms I-9 with attachments to review based on this spreadsheet.
18. 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 data from such documents in Excel spreadsheet format unless requested in another format.
19. This Agreement does not affect the right of any individual to file a charge under the Act alleging an unfair immigration-related employment practice against Respondent, 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 of the scope of the IER Investigation.


III. ADDITIONAL TERMS OF SETTLEMENT

20. 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.
21. The United States District Court for the Eastern District of Michigan 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.
22. The Parties agree that, as of the Effective Date, litigation concerning the alleged violations of 8 U.S.C. § 1324b that are the subject of the IER Investigation 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.

- 23. Neither Party will offer this Agreement as evidence of liability or lack thereof in a legal proceeding, and the Parties retain the right to use this Agreement in any legal proceeding or action to enforce the terms of this Agreement.
- 24. 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 invalid term or provision shall be deemed not to be a part of this Agreement. The Parties will not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement is invalid.
- 25. The Parties shall bear their own costs, attorney fees and other expenses incurred in this investigation.
- 26. 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 IER Investigation.
- 27. 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 electronic signatures.

General Motors LLC

By:

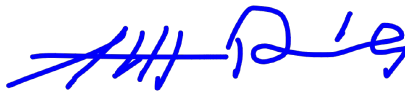


John Kim, Assistant Secretary
General Motors LLC

Dated: April 12, 2023

Immigrant and Employee Rights Section

By:



Alberto Ruisanchez
Deputy Special Counsel

Dated: 4-18-2023

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