

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”), the material terms of which are set forth in Part II below, is made between Kforce Inc. (“Respondent” or “Kforce”), 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 29, 2021, that it had initiated an investigation of Respondent under 8 U.S.C. § 1324b(d)(1), identified as DJ #197-17M-363 (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 pattern or practice of recruiting and hiring discrimination based on citizenship status, in violation of 8 U.S.C. § 1324b(a)(1)(B). Specifically, the IER Investigation found that from at least March 1, 2019, to February 28, 2022, Kforce regularly distributed job advertisements that contained unlawful hiring restrictions based on citizenship status or otherwise screened out candidates based on their citizenship status. The IER Investigation also found that Respondent harmed protected non-U.S. citizen workers by unlawfully deterring them from applying to the job advertisements and failing to meaningfully consider those who did apply.

WHEREAS, Respondent asserts that it cooperated with the IER investigation, it does not acknowledge wrongdoing, and does not admit to any legal conclusions IER asserts in the Agreement and instead maintains that; (a) a substantial portion of its consultant population is derived from the international community outside of the United States; (b) its DE&I initiative is robust and is woven into the overall firm strategy, including the establishment of eight employee-led affinity groups; (c) it remains committed to operating within its Commitment to Integrity, Kforce’s Code of Conduct, which incorporates and emphasizes its critical policies, including anti-discriminatory policies; and (d) as a federal government subcontractor there are occasions where a citizenship restriction is otherwise required in order to comply with law, regulation, or executive order, or required by Federal, State, or local government contract, or Attorney General determination, but Kforce chose not to contest given the time and expense already involved in this matter.

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. Respondent shall pay a civil penalty to the United States Treasury in the amount of \$690,000.
3. Respondent shall provide IER with the name, title, email address, telephone number, and business address of the individual responsible for effectuating payment of the civil penalty no later than seven business days from the Effective Date. Kforce shall pay the monies in paragraph 2 via the FedWire electronic fund transfer system within 30 calendar days after all parties’ execution of this Agreement and receipt of fund transfer instructions from IER. Respondent shall send confirmation of the payment to Lisa Sandoval at Lisa.Sandoval@usdoj.gov (or any other individual(s) IER designates in writing) on the day the payment is made. The emails confirming payment shall have Respondent’s name and the investigation number, DJ #197-17M-363, in the subject line.
4. In the absence of an exception to citizenship status discrimination under 8 U.S.C § 1324b(a)(2)(C), Kforce, whether directly or through its recruiters, contractors or agents, shall not discriminate on the basis of citizenship status, immigration status, or national origin in violation of 8 U.S.C. § 1324b, including not discriminating in its job postings, advertisements, recruitment activities, and consideration of applicants for referral or hiring. Additionally, except as otherwise indicated herein, Kforce, its recruiters, and any contractors or agents shall not discriminate in referring job applicants, hiring, or firing on the basis of citizenship status, immigration status, or national origin, in violation of 8 U.S.C. § 1324b. Kforce, and its recruiters, contractors, and agents shall not 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. Notwithstanding the above, nothing in this paragraph prohibits Respondent, directly or through its recruiters, contractors, or agents over which it has control, from indicating on any job advertisement that it is only considering candidates who can work in the U.S. without employer sponsorship.
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 thirty (30) calendar days from the Effective Date and will remain posted for at least two years thereafter.
6. Within ninety (90) calendar days of the Effective Date, Respondent shall (1) review any existing employment policies and revise, if necessary, such policies, or develop and propose new policies, to prohibit job advertisements, recruiting, referrals, and hiring, that discriminates in violation of 8 U.S.C. § 1324b, and (2) provide them to IER. IER shall review and approve such policies for compliance with 8 U.S.C. § 1324b and this

Agreement, and Respondent shall implement the approved policies within thirty (30) calendar days after IER's approval. These employment policies shall:

- (a) in accordance with 8 U.S.C. § 1324b, prohibit discrimination on the basis of citizenship or immigration status, and national origin in employment, including in recruiting, referral, hiring, and firing;
- (b) include citizenship, immigration status, and national origin as prohibited bases of discrimination; Respondent shall include these bases of 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 of discrimination in the recruiting, referring, hiring, firing processes immediately to the Immigrant and Employee Rights Section by directing the affected individual to IER's worker hotline and website; and
- (d) prohibit any reprisal action against an individual 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.

7. Within ninety (90) calendar days of the Effective Date, Respondent shall require all Kforce recruiters (including any contracted recruiters) and any other Kforce employees who assist or engage in drafting, reviewing, disseminating or posting job advertisements (hereinafter "Recruiting Personnel") to attend an IER webinar or appropriate alternative training approved by IER. In addition:

- (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, Respondent shall require all Recruiting Personnel who are hired or contracted by Respondent after the training described in this paragraph has been conducted to attend an IER Employer/HR webinar training or approved alternative training within 60 calendar days of hire or promotion; and
- (c) Respondent shall compile attendance records listing the individuals who attend the training described in this paragraph, including each individual's full name, job title, the date of the training, and an attestation from Kforce's Sr. Director Learning & Enablement/Learning and Development as to each individual's completion of the training and send the record via email to Lisa Sandoval at Lisa.Sandoval@usdoj.gov (or any other individual(s) IER designates in writing) every three months. The emails

transmitting attendance records shall have Respondent's name and the investigation number, DJ #197-17M-363, in the subject line.

8. Respondent shall pay, pursuant to the process set forth in Attachment A, back pay to each eligible individual ("Claimant") as determined by IER, up to a maximum of \$230,000 for all Claimants. "Claimant" is defined as someone whom IER determines was a protected individual under 8 U.S.C. § 1324b(a)(3) and who (1) received an advertisement for a position with Respondent from Kforce's Reston, Virginia office between March 1, 2019, to February 28, 2022, containing an unlawful citizenship requirement that excluded the worker based on citizenship status, (2) was otherwise qualified for the position advertised, and (3) either (a) expressed interest in the position but was rejected or not considered for it because of citizenship status, or (b) was deterred from applying to the position because of citizenship status. Should the total amount of back pay exceed \$230,000, each Claimant's back pay will be a prorated portion of the maximum back pay funds made available under this Agreement. Respondent shall withhold applicable taxes based on the tax rate of the calendar year. Any funds not distributed to Claimants will be returned to Respondent pursuant to Attachment A.
9. This Agreement resolves any and all differences between the Parties regarding the IER Investigation, including as to all Kforce offices, through the Effective Date. IER shall not seek from Respondent any additional civil penalty beyond that referenced in paragraph 2, for alleged citizenship discrimination in violation of 8 U.S.C. § 1324b(a)(1)(B) regarding the IER Investigation, including as to all Kforce offices through the Effective Date.
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, specifically by requiring written reports from Respondent confirming its compliance. IER also reserves the right to inspect Respondent's premises; interview Respondent's employees, officials, or other persons; and request copies of Respondent's documents, and shall provide Kforce a minimum seven business days' notice before it does so.
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 notifies Respondent of the purported violation, Respondent shall have 30 calendar days from the date IER notifies it of the purported violation(s) to cure the violation(s) to IER's satisfaction.
13. Except as provided in the release of claims pursuant to Attachment A, this Agreement does not affect the right of any individual to timely 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.

III. ADDITIONAL TERMS OF SETTLEMENT

14. 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"), including all Attachments, are material terms, without waiver of either Party's right to argue that other terms in the Agreement are material.
15. The United States District Court for the Middle District of Florida 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.
16. 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 illegal or invalid 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.
17. 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.
18. The Parties agree to bear their own costs, attorneys' fees and other expenses incurred in the IER Investigation.
19. 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.
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 electronically transmitted images of original signatures or facsimile signatures.

Kforce Inc.

By:

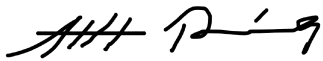

Jeffrey Hackman (Nov 14, 2023 10:40 EST)

Jeffrey Hackman, Chief Financial Officer
Kforce Inc.

Dated: Nov 14, 2023

Immigrant and Employee Rights Section

By:



Alberto Ruisanchez
Deputy Special Counsel

Julia Heming Segal
Special Litigation Counsel

Lisa Sandoval
Trial Attorney

Dated: 11-15-2023