

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”) is made and entered into by and between Printful, Inc. (“Respondent” or “Printful”) and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section (“IER”) as to Part II, and between Printful, IER, and Charging Party [REDACTED] (“Charging Party”) (together, “the Parties”) as to Part III, and between Printful and Charging Party as to Part IV.

### I. BACKGROUND

WHEREAS, on September 27, 2022, IER accepted as complete a charge (the “IER Charge”) filed by Charging Party, DJ# 197-55-97, alleging violations of the anti-discrimination provision of the Immigration and Nationality Act, 8 U.S.C. § 1324b;

WHEREAS, on October 6, 2022, IER notified Respondent that it had initiated an investigation based on Charging Party’s allegations to determine whether Respondent had engaged in any conduct in violation of 8 U.S.C. § 1324b(a)(6) (“Investigation I”), and that it may examine whether Respondent was engaging in any pattern or practice of discrimination in violation of 8 U.S.C. § 1324b (“Investigation II”). On November 6, 2023, IER confirmed it had initiated an independent investigation into whether Respondent was engaging in any pattern or practice of discrimination in violation of 8 U.S.C. § 1324b, DJ #197-55-103.

WHEREAS, based upon Investigation I, IER concluded that there is reasonable cause to believe that on September 21-22, 2022, and September 26, 2022, Respondent violated 8 U.S.C. § 1324b(a)(6) by (1) rejecting Charging Party’s valid employment authorization documentation, and (2) requiring that she provide an additional specific employment eligibility verification document for the Form I-9, based on her citizenship status. Specifically, IER determined that Respondent rejected Charging Party’s valid driver’s license and Social Security card based on her status as a lawful permanent resident. After rejecting Charging Party’s valid documentation, Respondent required Charging Party to present a Permanent Resident Card for the Form I-9;

WHEREAS, based upon Investigation II, DJ#197-55-103, IER concluded that there is reasonable cause to believe that Respondent violated 8 U.S.C. § 1324b(a)(6) by maintaining a policy from at least July 2022 continuing to at least July 2023 of requiring lawful permanent residents and non-U.S. citizens who attested to being “aliens authorized to work” (currently referred to as “non-citizens authorized to work”) on the Form I-9 to present List A documents from the Form I-9 List of Acceptable Documents to establish their employment eligibility, while allowing U.S. citizens to present the documents of their choice;

WHEREAS, on February 17, 2023, Charging Party filed a complaint with the Office of the Chief Administrative Hearing Officer (OCAHO), [REDACTED] *v. Printful, Inc.*, OCAHO Case No. 2023B00044 (the “OCAHO Litigation”), alleging that Respondent committed an unfair documentary practice against her based on her

citizenship status, in violation of 8 U.S.C. § 1324b;

WHEREAS, Respondent contends that it did not reject Charging Party's documentation with the purpose or intent to discriminate based on her citizenship or immigration status in violation of the law;

WHEREAS, Respondent contends that it did not have a policy of requiring lawful permanent residents and non-U.S. citizens who attested to being "aliens authorized to work" (currently referred to as "non-citizens authorized to work") on the Form I-9 to present List A documents from the Form I-9 List of Acceptable Documents to establish their employment eligibility, while allowing U.S. citizens to present the documents of their choice;

WHEREAS, this Agreement does not constitute and shall not be construed as an admission of liability by Respondent for any act in violation of 8 U.S.C. § 1324b, or other applicable law, rule, or regulation, and Respondent denies all claims or allegations of wrongdoing;

WHEREAS, the Parties wish to resolve the OCAHO Litigation and IER's reasonable cause finding in Investigations I and II (collectively "the Investigations") without further delay or expense, to support compliance with 8 U.S.C. § 1324b, and to avoid the uncertainty and costs of litigation, and hereby acknowledge that they are voluntarily and freely entering into this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained below, and to fully and finally resolve the Investigations and the OCAHO Litigation as of the date of the latest signature below, the Parties agree as follows:

## **II. TERMS OF SETTLEMENT BETWEEN THE UNITED STATES AND PRINTFUL**

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 years beginning from the Effective Date.
2. Printful shall pay a civil penalty to the United States Treasury in the amount of \$27,500.
3. Printful 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 ten calendar days from the Effective Date. Printful shall pay the monies in Paragraph 2 via the FedWire electronic fund transfer system within fourteen calendar days of receiving fund transfer instructions from IER. Printful shall send confirmation of the payment to Lisa Sandoval at [Lisa.Sandoval@usdoj.gov](mailto:Lisa.Sandoval@usdoj.gov) and Mariel Perez-Santiago at [Mariel.Perez-Santiago@usdoj.gov](mailto:Mariel.Perez-Santiago@usdoj.gov) (or any other individual IER designates in writing) and

Stephen Smalley at Stephen.smalley@ogletree.com on the day the payment is made. The email confirming payment shall have Printful's name and the investigation numbers, DJ# 197-55-97 and DJ#197-55-103, in the subject line.

4. Within fourteen calendar days of receiving Charging Party's direct deposit information and applicable tax forms from IER, Printful shall pay Charging Party \$6,200, less any tax withholdings required by law, for which Respondent shall issue an IRS Form W-2. The sum, which comprises back pay, includes a calculation of lost wages that Charging Party would have received. Respondent shall effectuate payment by direct deposit into Charging Party's bank account using the account information provided by IER. On the day of payment, Respondent shall notify IER at Lisa.Sandoval@usdoj.gov and Mariel.Perez-Santiago@usdoj.gov and Stephen Smalley at Stephen.smalley@ogletree.com that payment was made and attach a copy of the confirmation of deposit.
5. Regarding the payment in Paragraph 4, Respondent shall withhold applicable taxes based on the rates of the current year and shall provide Charging Party with any applicable income tax reporting form. Respondent is separately responsible for paying any employer-side taxes or Social Security contributions or other payments due under applicable federal or state law based on the back pay payment.
6. Printful shall not retaliate against Charging Party or any other individuals who participated in either Investigation I or Investigation II. Printful shall not disclose any information or documentation related to the IER Charge or Investigations to any employer or prospective employer of any individuals who participated in the Investigations.
7. Within 90 calendar days of the Effective Date, Printful shall create (or revise) and implement any employment policies, training materials, and guidance that relate to hiring and/or the employment eligibility verification ("EEV") process, to the extent it has not already done so, to ensure they comply with the requirements of Paragraph 7(a)-(c), and submit them to IER for review for consistency with 8 U.S.C. § 1324b. Respondent will not implement such materials until at least 14 calendar days after it has submitted them to IER, so that IER will have the opportunity to provide Respondent with feedback regarding their compliance with that law. Respondent will, as needed, revise or create such materials to ensure they:
  - a. 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 (including onboarding) or the EEV process;
  - b. Refer applicants and employees who make a complaint of discrimination based

on national origin, citizenship or immigration status in connection with hiring, firing, recruiting or referring for a fee, or Form I-9 employment eligibility verification and/or reverification promptly to IER by directing the affected individual to the IER "If You Have The Right to Work" poster ("IER Poster"), available at IER Poster (justice.gov), IER's worker hotline (800-255-7688), and IER's website (www.justice.gov/ier), and advise the affected individual of the right to file a charge of discrimination with IER; and

- c. Provide that Printful shall not intimidate or take any retaliatory action against any individual for 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, for filing a charge, or for participating in any investigation or action under 8 U.S.C. § 1324b.
8. Respondent shall include a link to the English and Spanish versions of the IER Poster, which are 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.
9. Within 120 calendar days of the Effective Date, Printful shall ensure that all employees within Printful's Human Resources Department who are responsible for formulating, providing training on, or implementing Printful's employment eligibility verification policies, and individuals with any role in the employment eligibility verification process, such as collecting, reviewing, or copying Form I-9 documents, completing Section 2 or 3 of the Form I-9, or using the E-Verify program (hereinafter "Covered Human Resources Personnel"), receive training on their obligations under 8 U.S.C. § 1324b, as follows:
  - a. The training will consist of viewing a free on-demand IER Employer/HR training, available at [www.justice.gov/crt/webinars](http://www.justice.gov/crt/webinars), no later than 120 calendar days of the Effective Date, unless otherwise agreed to in writing by the Parties;
  - b. All employees will be paid their normal rate of pay, and the training will occur during their normally scheduled workdays and work hours. Printful shall be responsible for all payroll costs and employee wages associated with participation in the training;
  - c. During the term of the Agreement, all Covered Human Resources Personnel who assume or resume their duties after the initial training period described in this paragraph has been conducted, shall view the on-demand IER Employer/HR training within 60 calendar days of assuming or resuming their duties; and

- d. Printful shall compile attendance records listing the individuals who complete the training 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 Lisa.Sandoval@usdoj.gov and Mariel.Perez-Santiago@usdoj.gov (or any other individual IER designates in writing) every three months from the Effective Date and every three months thereafter, as appropriate. The emails transmitting attendance records shall have Printful's name and the reference number DJ# 197-55-103 in the subject line.
10. Within 120 calendar days of the Effective Date, Respondent shall administer to all Covered Human Resources Personnel a training assessment consisting of 15 multiple choice questions and answers that IER shall provide to Respondent. The training assessment will be administered as follows:
- a. All Covered Human Resources Personnel will review the two-page IER educational material at <https://www.justice.gov/crt/page/file/1132606/dl?inline> prior to taking the training assessment.
  - b. If any individual answers an assessment question incorrectly, Respondent shall, as part of the assessment, require the individual who answered incorrectly to review the portion of the U.S. Citizenship and Immigration Services Handbook for Employers M-274 related to the topic at issue until the individual answers the question(s) correctly.
  - c. Within 90 days after completion of the training assessment described in this paragraph, Respondent will provide via email to Lisa.Sandoval@usdoj.gov and Mariel.Perez-Santiago@usdoj.gov (or any other individual IER designates):
    - i. A confirmation/certification that the assessment was given to all Covered Human Resources Personnel and that Respondent complied with all provisions in Paragraph 10(a)-(b) of the Agreement.
  - d. During the Term of the Agreement, all Covered Human Resources Personnel who assume their duties after the initial training assessment described in this paragraph is provided shall review the IER educational material referenced in subparagraph (a) and take the training assessment tool within 60 calendar days of assuming such duties. Respondent shall compile and send the assessment tool results as described in paragraph 10(c) for these individuals every 90 calendar days for the Term of the Agreement.
11. During the term of this Agreement, IER reserves the right to make reasonable inquiries of Printful to determine compliance with this Agreement. As part of such review, IER may request or examine and copy Printful's documents that

IER reasonably determines are relevant to compliance.

12. Nothing in this Agreement limits IER's right to inspect Printful'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).
13. This Agreement does not affect the right of any individual to file an IER charge alleging an unfair immigration-related employment practice against Printful, 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 Printful's employment practices occurring after the Effective Date or outside the scope of the Investigations.
14. If IER has reason to believe that Printful has violated or is violating any provision of this Agreement, IER may exercise its discretion to notify Printful in writing of the purported violation rather than initiate a new investigation or seek immediate judicial enforcement of the Agreement. Printful 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 Printful to be in violation of this Agreement and proceeds to take enforcement actions.
15. This Agreement resolves any and all differences under 8 U.S.C. § 1324b between IER and Respondent, including all of Respondent's offices, relating to the Investigations through the Effective Date. The provisions of Paragraph 2 notwithstanding, IER shall not seek from Respondent any additional civil penalty for the violations of 8 U.S.C. § 1324b, or any other allegations encompassed in the Investigations, designated as DJ# 197-55-97 and DJ#197-55-103, through the Effective Date.

### **III. ADDITIONAL TERMS OF SETTLEMENT BETWEEN PRINTFUL, THE UNITED STATES, AND CHARGING PARTY**

16. This Agreement sets forth the entire agreement between Printful and IER as to Part II; Printful, IER, and Charging Party as to Part III; and Printful and Charging Party as to Part IV, and fully supersedes any and all prior agreements or understandings between any or all of the parties pertaining to the subject matter herein. This Agreement is governed by the laws of the United States.
17. Parts I, II and III of this Agreement shall be deemed to have been drafted by Printful and IER, and shall not, as between those two parties, be construed against either of them in the event of a subsequent dispute between them concerning the terms of Parts I, II and III the Agreement. The Parties agree that the paragraphs set forth in Parts II and IV of this Agreement are material terms of the Agreement between the parties bound to those parts, without waiver of any party's right to argue that other terms in the Agreement are material.

18. As of the Effective Date, the Parties will no longer be required to maintain litigation holds to preserve documents, electronically stored information, or things related to the Investigations. Nothing in this paragraph relieves any party of any other obligations imposed by this Agreement or any preservation obligations associated with the OCAHO Litigation.
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. The United States District Court for the Western District of North Carolina 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. 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 electronic signatures.

#### **IV. TERMS OF AGREEMENT BETWEEN CHARGING PARTY AND RESPONDENT**

23. Respondent shall provide Charging Party back pay as set forth in Paragraph 4 as consideration for the waiver of claims in Paragraph 24. Within seven calendar days of the Effective Date, Charging Party and Respondent shall notify the Administrative Law Judge assigned to OCAHO Case No. 2023B00044 that the parties have reached a full settlement and have agreed to seek dismissal with prejudice of the action in accordance with 28 C.F.R. § 68.14(a)(2), and shall attach a copy of this Agreement to that notification as required by that tribunal. If the ALJ does not enter an order dismissing the OCAHO Litigation, Charging Party will move to withdraw her complaint with prejudice in light of the instant settlement, which resolves any and all differences under 8 U.S.C. § 1324b between Charging Party and Respondent through the Effective Date.
24. In consideration for the payment to Charging Party as specified in Paragraph 4 of this Agreement, Charging Party releases, absolves and discharges Respondent from any and all claims known or unknown under 8 U.S.C. § 1324b that were the subject

of Investigation I and the OCAHO Litigation through the Effective Date.

25. Charging Party acknowledges that she has read and understands Paragraph 4, Paragraph 5, and Part IV of this Agreement, which constitutes a release and waiver of claims, and she is executing this Agreement knowingly, voluntarily and without coercion. Charging Party has been informed of the benefit of seeking counsel, had the opportunity to seek the advice of counsel, and either has done so or expressly waives that right.
26. Charging Party affirms that she has not filed and is not presently a party to any claim against Respondent, other than the OCAHO Litigation. Charging Party also affirms that as of her receipt of the payment to Charging Party specified in Paragraph 4 of this Agreement, that she will have received any and all compensation, wages, bonuses, commissions and/or benefits from Respondent, which are due and payable to Charging Party as of her execution of this Agreement.
27. Charging Party agrees that neither this Agreement nor the furnishing of the consideration for this Agreement by Respondent shall be deemed or construed at any time for any purpose as an admission by Respondent of any wrongdoing or evidence of any liability or unlawful conduct of any kind.

**Printful, Inc.**

By:

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*Zane Levs*  
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Zane Levs  
COO

Dated: 3/15/2024

**Charging Party**

By:

[Redacted Signature]

Dated: 3-14-24

**Immigrant and Employee Rights Section**

By:

*Alberto Ruisanchez*

Alberto Ruisanchez  
Deputy Special Counsel

Dated: 3/19/24



Jodi Danis  
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