

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”) is entered into by and between Great Dane, 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 September 27, 2022, IER accepted as complete a charge filed pursuant to 8 U.S.C. § 1324b(b)(1) by [REDACTED] (“Charging Party”) against Great Dane, LLC (“Respondent”), DJ# 197-45-111 (the “IER Charge”), alleging unfair documentary practices in violation of the unfair immigration-related employment practices provisions of 8 U.S.C. § 1324b (“Act”).

WHEREAS, on October 7, 2022, IER notified Respondent that it had initiated an investigation of the IER Charge (DJ 197-45-111), and on September 21, 2023, that it had initiated an independent investigation (DJ# 197-45-116) under 8 U.S.C. § 1324b(d)(1) (together, “the IER Investigations”), to determine whether Respondent violated the Act.

WHEREAS, the IER Investigations determined that there is reasonable cause to believe that Respondent’s Wayne, Nebraska plant committed a pattern or practice of unfair documentary practices and citizenship or immigration status discrimination in hiring, by: (1) asking non-U.S. citizens, including the Charging Party, to provide additional and unnecessary documents, or unnecessary information about additional documents issued by the Department of Homeland Security (DHS), to complete the Form I-9 or E-Verify process, in violation of 8 U.S.C. § 1324b(a)(6); (2) unnecessarily reverifying the Permanent Resident Card or “List B” identification documents that lawful permanent residents provided, in violation of 8 U.S.C. § 1324b(a)(6); and (3) until at least October 1, 2023, failing to hire certain non-U.S. citizens who were unable to comply with Respondent’s unnecessary document requests, in violation of 8 U.S.C. § 1324b(a)(1) (collectively, the “Reasonable Cause Findings”).

WHEREAS, the parties wish to resolve the claims raised in the IER Charge and by the IER Investigations without further delay or expense and hereby acknowledge that they are voluntarily entering into this Agreement.

WHEREAS, this Agreement should not be construed as, nor does it constitute an admission by Respondent, that it engaged in any unlawful acts as alleged in the IER Charge, as investigated in the IER Investigations, or as related to the Reasonable Cause Findings.

NOW, THEREFORE, in consideration of the mutual promises contained below and to fully and finally resolve this matter, 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 defined as and shall be two years following the Effective Date.
2. Respondent shall pay civil penalties to the United States Treasury in the amount of \$218,000.
3. No later than the Effective Date, Respondent shall provide IER with the name, title, email address, business address and telephone number of the individual responsible for effectuating payment of the civil penalties. Respondent shall pay the monies discussed in Paragraph 2 via the FedWire electronic fund transfer system within ten days of receiving fund transfer instructions from IER. On the day of payment, Respondent shall send confirmation of the payment to Liza.Zamd@usdoj.gov, Aviva.Nusbaum@usdoj.gov, and IER@usdoj.gov. The email confirming payment shall have Respondent’s name, DJ # 197-45-111, and 197-45-116, in the subject line.
4. Respondent shall make available a total of \$218,000 (“Back Pay Fund”) to compensate any individuals, including but not limited to Charging Party, who can demonstrate to IER’s satisfaction, that the individual(s) suffered lost wages or benefits (together, “economic harm”) because of alleged discrimination relating to the Reasonable Cause Findings for the period from January 1, 2021 until October 1, 2023 (the “Relevant Period”) for employment at Respondent’s Wayne, NE plant. The Back Pay Fund will operate as follows:
  - A. Possible Claimants include the Charging Party and those who were non-U.S. citizens (or Respondent perceived them to be) and work-authorized at the time of initial onboarding and who satisfy any of the following criteria:
    - i. Completed Section 1 of the Form 1-9 to work at Respondent’s Wayne, NE plant during the Relevant Period, but did not complete Section 2; or
    - ii. During the Relevant Period had an E-Verify case associated with their hire, but were not onboarded to work at Respondent’s Wayne, NE plant within two weeks of the E-Verify case; or
    - iii. Had any DHS or List B document associated with them, that expired at any point during the Relevant Period, and lost work or otherwise did not continue on payroll at Respondent’s Wayne, NE plant within 30 days before or 45 days after the expiration of such document; or

- iv. Otherwise did not work for Respondent at its Wayne, NE plant because Respondent rejected their valid Form I-9 documentation during the Relevant Period.
- B. Prior to the Effective Date, Respondent summarized and identified to IER all of the types of records (paper or electronic), databases, and systems it has used at any point since January 1, 2021, that contain applicant or employee information. Within 10 days of the Effective Date, Respondent will provide IER with a demonstration of any such record, database, or system if IER requests it. Within 15 days of the Effective Date, IER will select which record(s), databases, and systems, or combination thereof, Respondent must use to comply with this Paragraph.
- C. Within 45 days of the Effective Date, Respondent will, using its records that IER identified pursuant to paragraph 4(B), generate a Tentative List of Possible Claimants based on the criteria set forth in Paragraph 4(A) and send the list to IER. The Tentative List of Possible Claimants shall, for each individual, contain their name, last known email address, last known home address, last known telephone number(s), last known cell number(s), Section 1 date(s)(if any), Section 2 date(s)(if any), Section 3 (or Supplement B) date(s) (if any), application date (if any), hire date (if any), termination date(s) (if any), A/USCIS number (if applicable), date of birth, Social Security number, and DHS and/or List B document expiration date (if any).
- D. If Respondent's records indicate, to IER's satisfaction, that a Possible Claimant did not lose employment because of alleged discrimination related to IER's Reasonable Cause Findings, that individual is not eligible for back pay under this Agreement. To that end, Respondent, in its discretion, can provide IER with documentation regarding a Possible Claimant's lack of eligibility for back pay under this Agreement, but Respondent shall still include the Possible Claimant in the Tentative List of Possible Claimants. If IER agrees that a Possible Claimant is ineligible for back pay under this Paragraph, IER shall exclude such individual from the Final List of Possible Claimants.
- E. Within 70 days of the Effective Date, IER shall send Respondent a Final List of Possible Claimants.
- F. Within 100 days of the Effective Date, Respondent shall send all individuals on the Final List of Possible Claimants: Attachment A: 1) by regular mail, and 2) in the text of an email; and Attachment B ("Back Pay Claim Form"): 1) in the same letter as Respondent sends Attachment A, and 2) as an attachment to the email where Attachment A is included in the text of the email.
- G. Within 210 days from the Effective Date, Possible Claimants must return completed Back Pay Claim Forms to IER, except as provided for in Paragraph 4(M).

- H. IER shall have until 270 days after the Effective Date to make back pay determinations which, in the aggregate, shall not exceed the Back Pay Fund. During this time, Respondent shall produce any relevant information IER requests to determine back pay eligibility, within 20 days of IER's request.
- I. IER will send Respondent a list of Back Pay Recipients, if any, including the name and, as appropriate, mailing address or electronic banking information, of each Back Pay Recipient, as well as IER's determination of the amount due. Within 30 days of IER providing the list of Back Pay Recipients, Respondent shall identify any individual it believes is not entitled to relief under this Agreement, and any back pay amount that it believes is inaccurate. Respondent shall also provide IER will all documentation in support of its position. IER will evaluate Respondent's arguments and, in IER's sole discretion, make whatever determinations IER believes is consistent with this Agreement. IER will then send Respondent the Final List of Back Pay Recipients.
- J. Within 30 days of IER providing the Final List of Back Pay Recipients, Respondent shall issue checks in the amounts, and to the individuals, identified on the Final List of Back Pay Recipients, and will mail the checks to the addresses on the Final List of Back Pay Recipients, or any updated address that IER sends to Respondent; or will directly deposit the money in the Back Pay Recipients' bank accounts.
- K. Respondent or its agent shall follow the applicable instructions contained in IRS Publication 957, including timely filing a Special Wage Report Form with the Social Security Administration to ensure that the back pay is credited to the quarter in which it would have been earned. <https://www.irs.gov/pub/irs-pdf/p957.pdf>. Respondent is separately responsible for paying any employer-side taxes or Social Security contributions or other payments due under applicable federal or state law. Respondent shall also timely issue Forms W-2 to all back pay recipients.
- L. Within 10 days of mailing checks or directly depositing the amounts, Respondent shall provide IER with email confirmation that the checks were mailed to all relevant Back Pay Recipients and/or Respondent directly deposited the money into the Back Pay Recipients' bank accounts. Upon IER's request, Respondent shall also provide IER with a record of payment.
- M. The parties understand that they are obligated to comply with the provisions in this Agreement. However, at IER's discretion, it may permit Respondent additional time to comply with its obligations under Paragraph 4. In the event that Respondent does not complete its obligations within the timing in this Paragraph, all other subsequent deadlines under this Paragraph shall be extended by the same amount of time that Respondent takes to comply with its obligations under the Agreement.

- N. Each individual who, in IER's sole discretion, IER determines that the individual satisfies the eligibility criteria under this Paragraph, will be deemed a Back Pay Recipient and will be entitled to receive the amount IER determines, which shall not exceed the Back Pay Fund. Should aggregate back pay claims exceed the Back Pay Fund amount, IER will apportion the claims on a pro-rata basis.
  - O. Notwithstanding any other provision in this Paragraph, any individual(s) who, in IER's discretion, IER determines to have demonstrated that they suffered economic harm as a result of the alleged discrimination in Respondent's employment eligibility verification ("EEV") process or hiring process, shall be entitled to the amount of compensation IER determines (subject to the limit of the Back Pay Fund as provided for herein), if IER identifies them within 270 days of the Effective Date, and Respondent does not prove to IER's satisfaction, that the individual was not otherwise entitled to the relief IER determined.
  - P. Other than the Attachments outlined in this Paragraph, if Respondent wishes to send written communication or documentation to any Possible Claimants or Back Pay Recipients regarding this Agreement, Respondent will send the proposed written communication and/or documentation to IER at least 10 days in advance to allow IER to review, provide revisions, and approve such written communication and/or documentation. Respondent shall not send any such communications and/or documents without IER's advance review and approval.
  - Q. If any individual contacts Respondent about Back Pay or relief under this Agreement, Respondent will note the individual's name and phone number, and direct the person to the phone number and email address that IER designates. Respondent will also notify IER within 10 days of the contact and provide IER with the name and contact information Respondent collected.
5. In accordance with 8 U.S.C. § 1324b, Respondent shall not:
- A. Discriminate on the basis of citizenship, immigration status or national origin in violation of 8 U.S.C. § 1324b.
  - B. Discriminate in the employment eligibility verification and reverification process; Respondent shall (i) honor documentation that on its face reasonably appears to be genuine, relates to the person, and satisfies the requirements of 8 U.S.C. § 1324a(b); (ii) not request more or different documents than are required by law; and (iii) permit all employees to present any document or combination of documents acceptable by law both at initial hire and during any lawful reverification of continued employment authorization.

- C. Intimidate, threaten, coerce, or retaliate against any person for his or her participation in this matter or the exercise of any right or privilege secured by 8 U.S.C. § 1324b.
6. Respondent shall follow all Form I-9 and E-Verify rules and regulations and shall refrain from unnecessarily reverifying Form I-9 documents. For example, Respondent shall not reverify “List A” Permanent Resident Cards or any List B documents. Respondent also shall not “prescreen” individuals by running E-Verify cases on them prior to hire.
  7. As applicable, Respondent shall remove, and shall not make in the future, any reference to the IER Investigations or this Agreement in the Charging Party’s personnel file and other employment records. Further, absent IER’s written approval, Respondent shall not disclose to any employer or prospective employer of the Charging Party or any other individual who receives relief under this Agreement, any information or documentation related to the IER Investigations.
  8. Respondent shall post an English and Spanish version of the IER “If You Have The Right to Work” poster (“IER Poster”), in color and measuring no smaller than 8.5” x 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. Respondent shall post the IER Poster within fourteen (14) days from the Effective Date of this Agreement and it will remain posted for three (3) years thereafter.
  9. Throughout the term of this Agreement, Respondent shall provide an electronic or paper 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 provides them with the Form I-9 to complete.
  10. During the term of this Agreement, Respondent shall ensure that all individuals in the Wayne, NE plant who are responsible for formulating, providing training on, or implementing Respondent’s hiring, firing, equal employment, and employment eligibility verification policies, including all managers and employees who have any role in the employment eligibility verification process, such as completing the Form I-9 and/or using the E-Verify program (“Human Resources Personnel”), have readily available the following documents, current and future revisions of which are available online at [www.uscis.gov](http://www.uscis.gov):
    - A. the most current version of the Form I-9, USCIS Employment Eligibility Verification Handbook for Employers (M-274) (“Handbook”), available at <https://www.uscis.gov/i-9-central/form-i-9-resources/handbook-for-employers-m-274> and
    - B. the most current USCIS E-Verify Manual (M-775) (“Manual”), available at <https://www.e-verify.gov/e-verify-user-manual>.

11. Within 60 days of the Effective Date, Respondent shall review any existing employment policies and revise such policies, or develop and propose new policies, that relate to nondiscrimination in hiring, employment eligibility verification and reverification, including completion of the Form I-9 and running E-Verify cases, and provide them to IER. IER shall review and approve such policies to ensure compliance with 8 U.S.C. § 1324b and this Agreement, and Respondent shall implement the final revised policies within 30 days of IER's approval. These revised or new employment policies shall:
  - A. Prohibit discrimination on the basis of citizenship or immigration status, and national origin (1) in the hiring and firing process; (2) during the Form I-9 employment eligibility verification and reverification process; and (3) in the E-Verify process;
  - B. Include, as lawful and appropriate, citizenship, immigration status, and national origin as prohibited bases of discrimination; any similar Equal Employment Opportunity (EEO) statements Respondent includes in printed or electronic materials available to the public or employees shall also include these prohibited bases of discrimination;
  - C. Provide applicants and employees who complain, formally or informally, of citizenship, immigration status, or national origin discrimination in hiring, firing, or the EEV process with IER's *Worker Fact Sheet on Protecting Your Right to Work*;
  - D. Prohibit any reprisal action against an employee for having opposed any employment practice made unlawful by 8 U.S.C. § 1324b, or for filing any charge, or participating in a lawful manner in any investigation or action under 8 U.S.C. § 1324b.
  - E. Create an escalation process, to include corporate review beyond the Wayne, NE plant, that enables individuals to obtain additional review of an adverse decision relating to employment eligibility verification.
12. During the term of this Agreement, Respondent shall provide any revisions to employment policies or practices relating to nondiscrimination on the basis of citizenship, immigration status or national origin to IER for review and approval at least 30 days prior to the proposed effective date of such new or revised policies. Respondent shall make any necessary changes that IER requires for approval.
13. Within 60 days of the Effective Date, all Human Resources Personnel at Respondent's Wayne, NE plant ("Human Resources Personnel") shall receive training on 8 U.S.C. § 1324b, the appropriate use of E-Verify, and the

employment eligibility verification and reverification process as it relates to discrimination on the basis of citizenship, immigration status or national origin.

- A. At IER's discretion, the training will consist of either:
    - i. viewing a free, live, IER Employer/HR webinar presentation and viewing a free E-Verify for Existing Users webinar presentation by U.S. Citizenship and Immigration Services (USCIS); or
    - ii. viewing a free, live IER presentation at a time and location mutually agreed upon 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. Respondent shall bear all of its costs associated with these training sessions.
  - C. During the term of the Agreement, all new Human Resources Personnel who are hired after the training described in this Paragraph has been conducted shall attend an IER Employer/HR webinar training within 60 days of hire or promotion, and comply with Paragraph 15.
  - D. Respondent shall compile attendance records listing the individuals who comply with the training as described in this Paragraph, including the individual(s)' full name, job title, signature, and the date of the training, and send the records via email to [Liza.Zamd@usdoj.gov](mailto:Liza.Zamd@usdoj.gov) and [Aviva.Nusbaum@usdoj.gov](mailto:Aviva.Nusbaum@usdoj.gov) within 10 days of each training session. The emails transmitting attendance records shall have Respondent's name and DJ #s 197-45-111 and 197-45-116, in the subject line.
14. Within 60 days of the Effective Date, Respondent shall administer to all Human Resources Personnel an assessment consisting of no more than 25 multiple choice questions and answers that IER shall provide to Respondent in accordance with the following:
- A. All Human Resources Personnel will review the IER educational material available at <https://www.justice.gov/crt/page/file/1132606/dl?inline> ("IER Flyer") prior to taking the 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 additional tutorial information IER has approved and/or the IER Flyer and answer the question(s) again until the individual answers the question(s) correctly.

- C. No later than 95 days of the Effective Date, Respondent shall compile a report listing the individuals who completed the EEV Training and took the training assessment tool as described in this Paragraph, including their full name, job title, location, the date(s) of completion, and the answers each individual provided on the training assessment tool, including all incorrect answers. The report shall be sent via email to [Liza.Zamd@usdoj.gov](mailto:Liza.Zamd@usdoj.gov) and [Aviva.Nusbaum@usdoj.gov](mailto:Aviva.Nusbaum@usdoj.gov) (or any other individual IER designates).
  - D. During the Term of the Agreement, Respondent shall compile and send IER the assessment tool responses for any Human Resources Personnel who begin their duties after the initial period outlined in Paragraphs 13 or 14, every 30 days for the Term of the Agreement.
15. Within 90 days of the Effective Date, all Human Resources Personnel shall register for email updates from USCIS on the following topics by visiting <https://public.govdelivery.com/accounts/USDHSCIS/subscriber/new>:
- A. Federal Register Announcements;
  - B. Temporary Protected Status; and
  - C. I-9 Central.
16. 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, including but not limited to, requiring written reports from Respondent concerning its compliance; inspecting Respondent's Wayne, NE plant; interviewing Respondent's employees, officials or other persons at its Wayne, NE plant; and requesting copies of Respondent's documents, including but not limited to E-Verify transaction histories and user audit reports related to its Wayne, NE plant. At IER's discretion, Respondent shall provide such documents in Excel or .csv format unless the parties agree otherwise.
17. Every two months during the term of this Agreement, with the first production starting 60 days from the Effective Date, Respondent shall provide IER with all Forms I-9 from its Wayne, NE plant where Respondent completed Section 2 or Supplement B (previously, Section 3) within the previous two-month period if Respondent maintains paper records. Respondent can provide an Excel spreadsheet with all available Form I-9 and E-Verify fields for all individuals hired or reverified if it maintains electronic Form I-9 records.
18. Nothing in this Agreement limits IER's right to inspect Respondent's Forms I-9 from its Wayne, NE plant within three business days pursuant to 8 C.F.R. § 274a.2(b)(2)(ii). Respondent shall, at IER's discretion, provide data fields from such documents in Excel spreadsheet format unless requested otherwise.

19. 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 has exercised its discretion to notify Respondent of the purported violation, Respondent shall have 30 days from the date IER notifies it of the purported violation(s) to cure the violation(s) to IER's satisfaction.
20. 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 Investigations.
21. This Agreement resolves any and all differences under 8 U.S.C. § 1324b between the parties relating to the IER Investigations, DJ #s 197-45-111 and 197-45-116 through the Effective Date. The provisions of Paragraph 2 notwithstanding, IER shall not seek from Respondent any additional civil penalty for the unfair documentary practices and hiring violations in violation of 8 U.S.C. § 1324b that are the subject of the IER Investigations, through the Effective Date.

### **III. ADDITIONAL TERMS**

22. 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.
23. The parties agree that, as of the Effective Date, litigation concerning the violations of 8 U.S.C. § 1324b that IER has reasonable cause to believe that Respondent committed 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.
24. The United States District Court for Nebraska 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.

25. 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 illegal or invalid term(s) or provision(s) shall be deemed not to be a part of this Agreement. The parties agree that they will not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement is invalid.
26. The parties agree to bear their own costs, attorneys' fees and other expenses incurred in the IER Investigations.
27. 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 Investigations.
28. 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 signatures.

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**Great Dane LLC**

By: Tom Simoni  
[Name]

Dated: 11/22/2024

Its: V.P. Human Resources  
[Title]

**Immigrant and Employee Rights Section**

By: Alberto Ruisanchez  
Alberto Ruisanchez  
Deputy Special Counsel

Dated: 11-25-2024

Julia Heming Segal  
Special Litigation Counsel

Aviva Nusbaum  
Liza Zamd  
Trial Attorneys