

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”), the terms of which are set forth in part II below, is made and entered into by and between Epik Solutions d/b/a/ Epikso (“Respondent”) and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section (“IER”) (together, “the parties”).

I. BACKGROUND

WHEREAS, on February 7, 2025, IER accepted as complete a charge filed pursuant to 8 U.S.C. § 1324b(b)(1) by [REDACTED] (“Charging Party”) against Epik Solutions d/b/a Epikso (“Respondent”), DJ # 197-11-1168 (the “IER Charge”), alleging citizenship status discrimination in violation of the anti-discrimination provision of the Immigration and Nationality Act, 8 U.S.C. § 1324b (the “Act”).

WHEREAS, on February 7, 2025, IER notified Respondent that it had initiated an investigation (the “IER Investigation”) of the IER Charge.

WHEREAS, the IER Investigation determined that there is reasonable cause to believe that Respondent engaged in citizenship status discrimination in recruiting in violation of 8 U.S.C. § 1324b(a)(1)(B) when it stated in numerous job advertisements that certain employment positions for which Respondent was recruiting were restricted based on citizenship status, including restricting hiring to only applicants with H-1B visas, without legal justification.

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.

WHEREAS, the parties wish to resolve the claims raised in the IER Charge and by 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 this matter 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 defined as and shall be three years following the Effective Date.
2. Respondent shall pay civil penalties to the United States Treasury in the amount of \$71,916.

3. 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 described in paragraph 2 by no later than 2 days after the Effective Date. Respondent shall pay the monies described in paragraph 2 via the FedWire electronic fund transfer system within 10 business days of receiving fund transfer instructions from IER. On the day of payment, Respondent shall send confirmation of the payment to Aviva Nusbaum at aviva.nusbaum@usdoj.gov, or any other individual IER identifies. The subject line of the email confirming payment shall include Respondent's name and the following investigation number: DJ No. 197-11-1168.
4. In compliance with 8 U.S.C. § 1324b, Respondent and its agents shall not discriminate against applicants or employees based on citizenship status or national origin, including during the recruitment, hiring, firing, and employment eligibility verification and reverification processes.
5. Respondent and its agents shall not intimidate, threaten, coerce, or retaliate against any person based on his or her participation in this matter, or his or her exercise of any right or privilege secured by 8 U.S.C. § 1324b.
6. Respondent and its agents, when directly hiring employees or when providing recruitment or referral services for a fee, shall comply with 8 U.S.C. § 1324b's prohibition against discrimination based on citizenship status or national origin, including by not incorporating or implementing unlawful discriminatory restrictions or preferences in its job postings, advertisements, recruitment activities, and consideration of applicants for referral or hiring.
7. Respondent and its agents shall not disclose to any employer or prospective employer of the Charging Party any information or documentation related to the Charging Party's IER charge.
8. Respondent shall post an English and Spanish version of the IER "If You Have The Right to Work" poster (the "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 also post an electronic image of the poster, in a readable or expandable size, using the link above, on any website, intranet landing page, or similar portal where job seekers review job advertisements posted by Respondent and its recruiters, contractors, and agents, and where applicants or newly hired employees complete steps in Respondent's hiring and onboarding processes. Respondent shall comply with the IER Poster requirements described herein within 14 days from the Effective Date of this Agreement, and the poster shall remain posted and available via link during the term of this Agreement. This provision does not affect or supersede other legal obligations Respondent may have to maintain such a posting beyond that period.
9. Within 60 days of the Effective Date, Respondent shall review any existing employment policies and revise such policies, or develop and propose new policies, to prohibit any

activity relating to job advertisements, recruiting, referrals, and hiring that discriminate in violation of 8 U.S.C. 1324b. Any such revised or new employment policies shall:

- a. Prohibit unlawful discrimination on the basis of citizenship status or national origin in the recruiting, referral, hiring, and firing processes.
 - b. Include, as lawful and appropriate, citizenship status and national origin as prohibited bases of discrimination. Any similar Equal Employment Opportunity statements Respondent includes in printed or electronic materials available to the public or employees shall also include these prohibited bases of discrimination.
 - c. Refer applicants and employees who complain, formally or informally, of discrimination in the recruiting, referral, hiring, firing, or Form I-9 employment eligibility verification and reverification processes to IER by directing individuals to the IER Poster and IER's worker hotline and website, and advise individuals of their right to file a charge of discrimination with IER.
 - 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 otherwise participating in a lawful manner in any investigation, proceeding, or hearing under 8 U.S.C. § 1324b.
10. Within 60 days of the Effective Date, Respondent shall ensure that each of its employees, recruiters, contractors, and agents who play any role in recruiting, referral, hiring, or employment eligibility verification processes, including those who assist or engage in drafting, reviewing, disseminating, or posting job advertisements, receives training regarding how to avoid the types of discrimination prohibited under 8 U.S.C. § 1324b.
- (a) The training required under this paragraph shall consist of the following: (1) viewing IER's On-demand Employer Training video, which is publicly available at <https://www.justice.gov/crt/webinars>; (2) reviewing IER's Employer Fact Sheet titled "Information for Employers About Citizenship Status Discrimination," which is publicly available at <https://www.justice.gov/crt/media/961626/dl?inline>; and (3) reviewing all information presented on IER's webpage addressing "Best Practices for Recruiting and Hiring Workers," which is publicly available at <https://www.justice.gov/crt/best-practices-recruiting-and-hiring-workers>.
 - (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 the training.
 - (c) Respondent shall compile attendance records listing the individuals who completed the training described in this paragraph, including their full

name, job title, and the date(s) of the training, and shall send the records via email to Aviva Nusbaum at aviva.nusbaum@usdoj.gov, or any other individual IER identifies, within 10 days of each individual satisfying the requirements in this paragraph. The subject line of the email transmitting those attendance records shall include Respondent's name and the following investigation number: DJ No. 197-11-1168.

- (d) During the term of this Agreement, any employees who are hired into the roles described above, or who assume the duties associated with these roles after the 60-day period referenced above, shall complete the training set forth in this paragraph within 10 days of starting in this capacity.
11. During the term of this Agreement, if any client or prospective client of Respondent expresses a preference for, or requests that Respondent impose, a citizenship status requirement that may exclude protected workers from employment opportunities, Respondent shall not impose such a requirement unless it obtains proof from the client demonstrating the requirement's legality under 8 U.S.C. § 1324b. Depending on the type of lawful restriction, to comply with this provision, Respondent must obtain written communication from the client that either: A) cites the specific law, regulation, or executive order that mandates a citizenship or immigration status requirement, or B) provides the name of the government agency with which the client has a contract and a direct quote from the government contract regarding the citizenship status requirement. Respondent shall review the information and confirm that the law, regulation, executive order, or government contract does contain a citizenship status requirement. Respondent shall retain all proof throughout the term of the Agreement.
 12. During the term of this Agreement, IER reserves the right to make such reasonable inquiries of Respondent as IER, 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.
 13. 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.
 14. 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 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 to cure the violation to IER's satisfaction.
 15. This Agreement does not affect the right of any individual to file a charge under 8 U.S.C. § 1324b 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 of the scope of the investigation.

16. This Agreement resolves any and all differences under 8 U.S.C. § 1324b between the parties relating to investigation, DJ # 197-11-1168 through the Effective Date.

III. ADDITIONAL TERMS

17. 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 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 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.
19. The United States District Court for the Northern District of California 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.
20. 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 of this Agreement shall not be affected, and the provision at issue 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.
21. The parties agree to bear their own costs, attorneys’ fees, and other expenses incurred in relation to IER’s investigation.
22. 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.

23. 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 electronically transmitted signatures.

Epik Solutions

By:




Kagan Gupta
Senior Vice President

Dated: June 10, 2025

Immigrant and Employee Rights Section

By:



Jennifer Deines
Acting Deputy Special Counsel

Dated: June 10, 2025

Julia Heming Segal
Special Litigation Counsel

Aviva Nusbaum
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