

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement"), the terms of which are set forth below, is made and entered into by and between Cedar's Mediterranean Foods, Inc. ("Respondent") 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 December 12, 2023, that it had initiated an investigation of Respondent under 8 U.S.C. § 1324b(d)(1), identified as DJ No. 197-36-350 (the "Investigation"), to determine whether Respondent engaged in unfair employment practices in violation of the Immigration and Nationality Act, 8 U.S.C. § 1324b (the "Act").

WHEREAS, based on the findings of the Investigation, IER determined there is reasonable cause to believe that Respondent engaged in a pattern or practice of unfair documentary practices in violation of 8 U.S.C. § 1324b(a)(6). Specifically, IER determined that from at least January 1, 2021, until in or around February 2024, Respondent required lawful permanent residents to present specific Department of Homeland Security documents, such as a permanent resident card or a document with a temporary I-551 stamp or notation, for purposes of proving their permission to work, because of their citizenship status.

WHEREAS, Respondent denies any violation of the law.

WHEREAS, the parties wish to resolve the 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 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 is 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 a civil penalty to the United States Treasury in the amount of \$100,000.
3. Within three days of the Effective Date, Respondent shall provide IER with the name, title, email address, business address, and telephone number of the person Respondent designates to pay the civil penalty. Respondent will pay the penalty discussed in paragraph 2 using the FedWire electronic fund transfer system within 10 days of receiving a fully signed copy of this Agreement and fund transfer instructions.

Respondent shall send a confirmation of the payment to [REDACTED] at [REDACTED]@[REDACTED] on the day the funds are transferred. Respondent's email confirming payment shall include in the subject line Respondent's name and DJ No. 197-36-350.

4. In compliance with 8 U.S.C. § 1324b, Respondent shall not discriminate against applicants or employees based on citizenship, immigration status, or national origin, including during the recruitment, hiring, firing, and employment eligibility verification and reverification processes. Respondent shall also continue to engage in outreach to the community in support of its non-discriminatory hiring practices, including through continued support of MakeIT Haverhill (and similar organizations or initiatives), an organization dedicated to enhancing the employment opportunities of members of the community in Respondent's local area.
5. Respondent shall avoid discrimination in the initial verification and reverification stages of the employment eligibility verification process, including by:
 - (a) honoring documentation that, on its face, reasonably appears to be genuine and to relate to the person presenting it, and which otherwise satisfies the requirements of 8 U.S.C. § 1324a(b);
 - (b) not requesting more or different documents than are required by law;
 - (c) not rejecting or refusing to honor valid documents due to an employee's citizenship, immigration status, or national origin;
 - (d) permitting all employees to present any document or combination of documents acceptable by law; and
 - (e) providing a copy of the Lists of Acceptable Documents to all employees whose work authorization Respondent seeks to verify or reverify.
6. Respondent shall not intimidate, threaten, coerce, or retaliate against any person based on his or her participation in the Investigation, or his or her exercise of any right or privilege secured by 8 U.S.C. § 1324b.
7. 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 at Respondent's facilities. 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 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.

8. During the term of this Agreement, Respondent shall ensure that all individuals 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, are provided and have available to them the most current version of the Form I-9; the 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.
9. Within 60 days of the Effective Date, Respondent shall confirm in writing to IER that its employment policies that relate to nondiscrimination in hiring and to employment eligibility verification and/or reverification (including but not limited to completion of the Form I-9 and E-Verify) prohibit unlawful discrimination on the basis of citizenship, immigration status, or national origin in the hiring and firing process. Respondent shall also confirm that any such policies refer applicants and employees who complain, formally or informally, of discrimination in the hiring, firing, or employment eligibility verification and reverification to IER by directing individuals to the IER Poster and IER's worker hotline and website; advise individuals of their right to file a charge of discrimination with IER; and 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. Respondent shall provide the written confirmation described in this paragraph, together with the most current copies of the relevant policies, via email to [REDACTED] at [REDACTED]. If during the term of this Agreement Respondent revises any such policies, Respondent shall, within 30 days of the effective date of a revised policy, provide IER, via email to [REDACTED] with copies of the revised policies and with written confirmation that the revised policies comply with the terms of this paragraph.
10. Within 90 days of the Effective Date, Respondent shall confirm to IER that each of Respondent's employees or contractors who plays any role in the employment eligibility verification process—such as collecting, reviewing, or copying Form I-9 documents; completing Sections 2 or 3 of the Form I-9; reviewing completed Forms I-9; or using an E-Verify program—has received training regarding how to avoid the types of discrimination prohibited under 8 U.S.C. § 1324b. Respondent shall convey such confirmation via email to [REDACTED] at [REDACTED].
 - (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>; and
 - (2) reviewing IER's Employer Fact Sheet titled "How to Avoid Discrimination in the Form I-9

and E-Verify Processes,” which is publicly available at <https://www.justice.gov/crt/page/file/1132606/dl?inline.>

- (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) 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 90-day period referenced above, shall complete the training set forth in this paragraph within 10 days of starting in this capacity.
- 11. Within 90 days of the Effective Date, Respondent shall ensure that each of its employees who plays any role in the employment eligibility verification process registers for email updates from USCIS and E-Verify on the following topics by visiting the following websites:
 - (a) <https://public.govdelivery.com/accounts/USDHSCIS/subscriber/new>:
 - i. Federal Register Announcements
 - ii. Temporary Protected Status
 - iii. Deferred Action for Childhood Arrivals (DACA)
 - (b) <https://public.govdelivery.com/accounts/USDHSCISEVERIFY/subscriber/new>
 - i. E-Verify updates
 - ii. I-9 Central.
- 12. Beginning on the date 180 days after the Effective Date and continuing every 180 days during the term of this Agreement, Respondent, through counsel, shall provide IER with a spreadsheet that reflects all available data associated with the Forms I-9 completed for Respondent’s employees within the preceding 180-day period.
- 13. During the term of this Agreement, IER reserves the right to make such reasonable inquiries of Respondent, through counsel, as IER, in its discretion, believes necessary or appropriate to assess Respondent’s compliance with the policy-related requirements described in paragraph 9, the training requirements described in paragraph 10, and the reporting requirements described in paragraph 12.
- 14. 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.
- 15. 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 to cure the violation to IER's satisfaction.

16. 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.
17. This Agreement resolves any and all differences between the parties relating to the Investigation through the Effective Date.

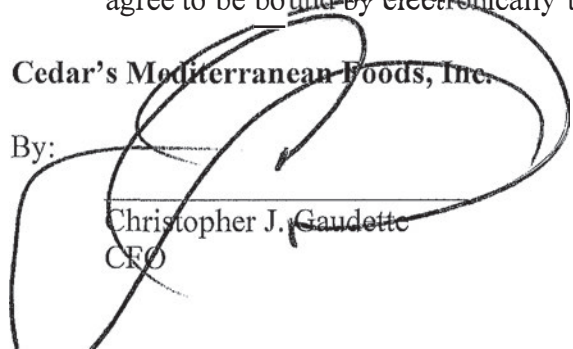
III. ADDITIONAL TERMS

18. 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 prejudice to any party maintaining that other terms of the settlement are also material terms).
19. 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.
20. The United States District Court for the District of Massachusetts 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.
21. 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.
22. The parties agree to bear their own costs, attorneys' fees, and other expenses incurred in relation to the Investigation.

23. 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.
24. 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.

Cedar's Mediterranean Foods, Inc.

By:



Christopher J. Gaudette
CEO

Dated: June 30, 2025

Immigrant and Employee Rights Section

By:



Jennifer Deines
Acting Deputy Special Counsel

Dated June 30, 2025

Jodi B. Danis
Special Litigation Counsel