

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 H2A Complete II, 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 April 20, 2023, that it had initiated an independent investigation of Respondent under 8 U.S.C. § 1324b(d)(1), identified as DJ #197-40-21 (“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 its investigation that there is reasonable cause to believe that Respondent engaged in citizenship status discrimination in recruiting and referring for a fee in violation of 8 U.S.C. § 1324b(a)(1). Specifically, the investigation found that: a) Respondent inserted unsupported and unnecessary minimum experience requirements in job orders Respondent created and submitted to state workforce agencies when performing services for more than one agricultural employer client, to discourage or disqualify U.S. citizens and other protected U.S. worker job applicants, and thereby unlawfully favored the hiring of temporary visa workers under the H-2A visa program, based on citizenship status; b) Respondent encouraged at least one of its clients to include minimum experience requirements the client did not otherwise request or require, to support hiring temporary visa workers in the H-2A program based on their citizenship status; and c) despite including unnecessary minimum experience requirement in job orders posted with state workforce agencies, it did not enforce those requirements for all H-2A workers.

WHEREAS, the parties wish to resolve this 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 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 twenty-five thousand dollars (\$25,000).

3. The monies discussed in paragraph 2 shall be paid via the FedWire electronic fund transfer system within ten (10) business days of Respondent's receipt of a fully signed copy of this Agreement and fund transfer instructions, which will be sent to Respondent's legal counsel, Joshua Viau. IER will provide Respondent instructions for the FedWire electronic transfer. Respondent shall send a confirmation of the payment to Erik Lang on the day the funds are transferred. The email confirming payment shall have Respondent's name and the investigation number, DJ #197-40-21, in the subject line.
4. In accordance with 8 U.S.C. § 1324b, Respondent shall not:
 - a. discriminate in hiring, firing, or recruitment or referral for a fee on the basis of citizenship status in violation of 8 U.S.C. § 1324b:
 - i. specifically, Respondent shall not add or include (or accept a client's request to add or include) minimum work experience requirements in job advertisements or job orders unless the minimum work experience requirements are supported by the employer's legitimate business reason and are also consistent with the normal and accepted qualifications required by employers that do not use H-2A workers in the same or comparable occupations and crops;
 - ii. additionally, respondent shall not include experience or other requirements in advertisements or job orders that are not uniformly imposed on visa workers performing the same work;
 - iii. additionally, where Respondent or a client has in the past successfully allowed individuals (U.S. workers or temporary visa workers) to obtain on-the-job training to sufficiently perform the job duties, the job order must specify that and allow for that unless allowing workers to obtain on-the-job training would meet both of these criteria: (a) it would interfere with a legitimate business interest, and (b) allowing on-the-job training is not a normal and accepted practice of employers in the local area that do not use H-2A workers in the same or comparable occupations and crops;
 - b. intimidate, threaten, coerce, or retaliate against any person for participating in this Investigation or for exercising any right or privilege secured by 8 U.S.C. § 1324b.
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. The IER Poster will be posted within 14 days from the Effective Date and will remain posted for three years thereafter. This provision does not affect or supersede other legal obligations Respondent may have to maintain such a posting beyond that period.

6. Within 90 days of the Effective Date, and annually thereafter during the term of this Agreement, Respondent shall ensure that all its employees and contractors involved with assisting agricultural employers in obtaining workers (foreign or domestic), soliciting employment visas, or preparing documents that will be used to seek labor certifications, have received training regarding their obligations to avoid discrimination in violation of 8 U.S.C. § 1324b(a)(1) while carrying out their work. To accomplish and document such training, Respondent shall:
 - a. submit its proposed training content and format to IER for review and approval at least 30 days before providing the training to those required to receive it under this paragraph, ensuring that the proposed training includes dissemination and discussion of the IER informational resource titled “[Employers Cannot Prefer Temporary Visa Holders Over U.S. Workers](https://www.justice.gov/crt/page/file/1080271/dl?inline=),” available at <https://www.justice.gov/crt/page/file/1080271/dl?inline=>.
 - b. keep records reflecting the attendee names, job titles, and dates of participation in the training provided under this paragraph, and provide copies of those records to IER within 120 days of the Effective date, and annually thereafter, during the term of this Agreement.
7. Within sixty (60) days of the Effective Date of this Agreement, Respondent will review any existing employment policies and revise such policies, or develop and propose new policies, that relate to nondiscrimination in recruiting or hiring and provide them to IER. IER shall review and approve such policies, and Respondent shall implement the approved policies within fifteen (15) days after IER’s approval. These revised or new employment policies shall:
 - a. prohibit discrimination on the basis of citizenship status and national origin in the hiring and firing process;
 - b. include U.S. citizenship status against protected individuals, and national origin, as prohibited bases of discrimination, and 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;

and

 - c. 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 any lawful manner in any investigation or action under 8 U.S.C. § 1324b.
8. During the term of this Agreement, Respondent shall provide any revisions to employment policies or practices relating to nondiscrimination on the basis of citizenship

or immigration status to IER at least thirty (30) days prior to the proposed effective date of such new or revised policies.

9. 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 premises; interviewing Respondent's employees, officials or other persons; and requesting copies of Respondent's documents.
10. Every six months during the term of this Agreement, starting four months after the effective date, Respondent shall provide IER with a report indicating how many U.S. workers have applied and how many have been offered employment.
11. 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 thirty (30) days from the date it is notified by IER of the purported violation(s) to cure the violation(s) to IER's satisfaction.
12. This Agreement does not affect the right of any individual to file a charge 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 or outside the scope of the Investigation.
13. This Agreement resolves any and all differences between the parties relating to independent investigation, DJ #197-40-21 through the Effective Date of this Agreement. The provisions of paragraph 2 notwithstanding, IER shall not seek from Respondent any additional civil penalty for any violation of 8 U.S.C. § 1324b(a) that is the subject of the independent investigation, designated as DJ #197-40-21 through the Effective Date of this Agreement.

III. ADDITIONAL TERMS

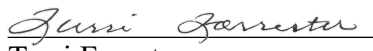
14. This Agreement is governed by the laws of the United States. This Agreement shall be deemed to have been drafted by both parties and shall not be construed against any one party in the event of a subsequent dispute concerning the terms of the Agreement. The parties agree that the paragraphs set forth in Part II of this Agreement (entitled "Terms of Settlement") are material terms (without prejudice to any party maintaining that other terms of the settlement are also material terms).
15. The United States District Court for the Northern District of Mississippi shall be the preferred venue for enforcement of any claims over which that court has subject matter jurisdiction. Otherwise, a party must bring any claims or counterclaims 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. 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 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.
17. 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 term or provision 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.
18. The parties agree to bear their own costs, attorneys' fees and other expenses incurred in this action.
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 subject matter herein.
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 agree to be bound by electronically transmitted signatures.

H2A Complete II

By:


Terri Forester
President, H2A Complete II, Inc.

Dated: 07/14/2025

Immigrant and Employee Rights Section

By:

Julia Heming Segal for
Jennifer Deines
Acting Deputy Special Counsel

Dated: 7/15/2025

Erik Lang
Trial Attorney