

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement"), the material terms of which are set forth in Part II below, is made and entered into by and between NYX Inc. ("Respondent" or "NYX"), and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section ("IER") (together, "the Parties").

I. BACKGROUND

WHEREAS, on March 2, 2023, IER notified Respondent that it had initiated an investigation under 8 U.S.C. § 1324b(d)(1), identified as DJ #197-37-188 (the "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.

WHEREAS, on the basis of the Investigation, IER concluded that there is reasonable cause to believe that Respondent engaged in a pattern or practice of unfair documentary practices at its Michigan locations since at least May 2018, in violation of 8 U.S.C. § 1324b(a)(6), by requiring that Lawful Permanent Residents provide List A documents from the Department of Homeland Security when completing the Form I-9.

WHEREAS, Respondent vehemently denies any knowledge of, complicity in, or pattern of discrimination or illegal documentation procedures and maintains that it has committed no violations of 8 U.S.C. § 1324b(a)(6) or any other laws regarding immigration enforced by IER.

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 IER 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 three years following the Effective Date.
2. Respondent shall pay to the United States Treasury, pursuant to 8 U.S.C. § 1324b(g)(2)(B), the amount of \$92,500 within 30 calendar days from the date of receipt of fund transfer instructions from IER. Respondent shall send confirmation of the payment to sam.shirazi2@usdoj.gov (or any other individual(s) IER designates) on the day the funds are transferred. The email confirming payment shall have Respondent's name and the investigation number, DJ# 197-37-188 in the subject line.
3. Respondent shall give IER the name, title, business mailing address, email address, and telephone number of the individual responsible for effectuating payment of the amount referenced in Paragraph 2 no later than 5 calendar days after the Effective Date. Respondent

shall pay the monies discussed in paragraph 2 using the FedWire electronic fund transfer system.

4. Except as set forth in Paragraph 2, IER shall not seek from Respondent any amount for either the alleged discrimination or alleged unfair documentary practices in violation of 8 U.S.C. § 1324b that was the subject of the Investigation, through the Effective Date.
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 specific documents or 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 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 at its headquarters and all field offices. Respondent shall post the IER Posters no later than 14 calendar days after the Effective Date, and the posters will remain posted for the term of this Agreement. Respondent shall also include a link to IER's Poster on its electronic application materials. This Paragraph does not otherwise impact or modify any other legal obligation Respondent may have to post the IER Poster.
7. Within 90 calendar days of the Effective Date, Respondent will ensure that all individuals at all its locations who are responsible for formulating, providing training on, or implementing Respondent's hiring, firing, equal employment, or EEV policies, and employees with any role in the EEV process, such as completing Sections 2 or 3 of the Form I-9 or using the E-Verify program (collectively, "Human Resources Personnel"), receive training regarding their obligations to comply with 8 U.S.C. § 1324b, as follows:
 - a) All Human Resources Personnel will attend IER's on-demand webinar available at <https://www.justice.gov/crt/video/employer-training-avoiding-unlawful-immigration-related-employment-discrimination>;
 - b) Respondent shall provide all Human Resources Personnel prior to the IER webinar or the recording of the following materials:

- i. The most current version of the USCIS Handbook for Employers (M-274), available at <https://www.uscis.gov/i-9-central/form-i-9-resources/handbook-for-employers-m-274>;
 - ii. The most current version of the USCIS E-Verify Manual (M-775), available at <https://www.e-verify.gov/e-verify-user-manual>; and
 - iii. IER's resource for employers entitled, How Employers Can Avoid Discrimination in the Form I-9 and E-Verify Processes, available at <https://www.justice.gov/crt/page/file/1132606/download>.
 - c) Respondent will pay its employees their normal rate of pay during the training, and the training will occur during the employee's normally scheduled workdays and work hours.
 - d) During the term of the Agreement, all Human Resources Personnel who assume or resume their duties after the initial training period described in this paragraph has been conducted, shall view an IER webinar, within 60 calendar days of assuming or resuming their duties; and
 - e) Respondent shall compile attendance records listing the individuals who attend the training(s) 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 sam.shirazi2@usdoj.gov (or any other individual IER designates in writing) within 30 calendar days of each training session.
8. During the term of this Agreement, Respondent shall provide a copy of the most current version of the Form I-9 Lists of Acceptable Documents ("Lists") to individuals being hired at all its locations at the same time and in the same manner as Respondent gives them the Form I-9 to complete, and shall inform those individuals of their right to choose to present any documentation that is on the Lists or is otherwise acceptable for purposes of employment eligibility verification or reverification.
9. No later than 90 calendar days after the Effective Date, Respondent will review any existing employment policies, training materials, and guidance that relate to EEV and/or nondiscrimination based on legally protected traits or characteristics. Respondent will, as needed, revise, or create policies to ensure that they:
- a) Comply with all applicable Form I-9 and E-Verify rules;
 - b) Prohibit requesting more or different documents, specifying documents, or rejecting valid documents, because of an individual's citizenship, immigration status or national origin in the hiring, onboarding, and EEV processes;
 - c) Include citizenship, immigration status, and national origin as prohibited bases of discrimination, and ensure inclusion of these bases in any similar Equal Employment Opportunity statements that Respondent includes in printed or electronic materials available to the public or employees;

- d) Refer applicants and employees who complain, formally or informally, of discrimination in the hiring, firing, or the EEV process to IER by including the following statement, "The Immigrant and Employee Rights Section (IER) can help you with concerns about citizenship status discrimination in hiring, firing, or recruitment. IER can also help with possible discrimination relating to the Form I-9 or E-Verify process. You can find more information about IER by going to its website at www.justice.gov/ier. You can also speak to someone anonymously by calling IER's toll-free worker hotline number at 800-255-7688. If you think you have been the victim of employment discrimination or retaliation relating to citizenship status or national origin (including with the Form I-9 or E-Verify process), you must file a charge with IER within 180 days of the discriminatory act."; and
 - e) Prohibit any reprisal action against any individual for having opposed any employment practice made unlawful by 8 U.S.C. § 1324b, for filing any charge alleging violation(s) of 8 U.S.C. § 1324b, or participating in any lawful manner in any IER investigation or matter.
- 10. During the term of this Agreement, Respondent shall provide any such policies, training materials, and guidance to IER for review and approval at least 60 calendar days prior to their proposed effective date.
 - 11. During the term of this Agreement, IER reserves the right to make reasonable inquiries to Respondent to determine Respondent's compliance with this Agreement. As part of such review, IER may require written reports concerning compliance, inspect Respondent's premises, examine witnesses, and examine and copy Respondent's documents. Respondent shall comply with IER's requests within 60 calendar days unless IER grants Respondent additional time.
 - 12. Nothing in this Agreement limits IER's right to inspect Respondent'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 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 the scope of the IER Investigation.
 - 14. If IER has reason to believe that Respondent has violated any provision of this Agreement, IER may, in its sole discretion, notify Respondent of the purported violation without opening an investigation. Respondent will have 30 calendar days from the date of IER's notification to cure the violation to IER's satisfaction before IER deems Respondent to have violated this Agreement.
 - 15. This Agreement resolves any and all differences under 8 U.S.C. § 1324b between the Parties relating to the Investigation through the Effective Date.

III. ADDITIONAL TERMS OF SETTLEMENT

16. This Agreement is governed by the laws of the United States and shall be interpreted according to Michigan contractual law. 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.
17. The United States District Court for the Eastern District of Michigan shall be the sole 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 this Agreement in a court of competent jurisdiction within the State of Michigan. 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.
18. Likewise, this Agreement shall not limit any defense or counterclaim Respondent may have against IER for any investigation or claim which arises after the Effective Date. This Agreement shall not be used or offered in any court action, administration proceeding, arbitration or case in controversy of any kind, other than to enforce the Agreement if necessary, to suggest, prove, establish or demonstrate a violation of law or wrongdoing by Respondent.
19. Should any court declare or determine that any provision of this Agreement is illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected and said illegal or invalid part(s), term(s), or provision(s) 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 agree that, as of the Effective Date, litigation concerning the violations of 8 U.S.C. § 1324b that are the subject of the Investigation 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.
21. The Parties shall each bear their own costs, attorneys' fees and other expenses incurred in this action.
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 Investigation.
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 facsimile signatures.

NYX INC.

By:



Dan Laible

Its:

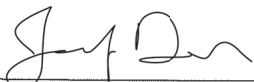


Dan Laible

Dated:

8/13/25

Immigrant and Employee Rights Section

By: 
Jennifer Deines
Acting Deputy Special Counsel

Dated: August 13, 2025

Julia Heming Segal
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