

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 Nuts.com (“Respondent”), and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section (“IER”) (together, “the parties”).

I. BACKGROUND

WHEREAS, on July 27, 2023, IER opened an independent investigation of Respondent, DJ #197-48-787 (“Investigation”), under 8 U.S.C. § 1324b(d)(1), to determine whether Respondent engaged in unfair documentary practices in violation of the Immigration and Nationality Act, 8 U.S.C. § 1324b (“Act”);

WHEREAS, based on the Investigation, IER concluded that there is reasonable cause to believe that between at least April 7, 2020, and October 30, 2023, Respondent engaged in a pattern or practice of discrimination on the basis of citizenship status by unlawfully requiring that non-U.S. citizens present a specific document to establish their employment authorization in violation of 8 U.S.C. § 1324b(a)(6). Specifically, IER concluded that there is reasonable cause to believe that Respondent required lawful permanent residents to present specific documents (e.g., Permanent Resident Cards) during the employment eligibility verification process because of their citizenship status;

WHEREAS Respondent contends that no pattern or practice existed and that the data and shared information alleged to support reasonable cause does not support such a reasonable cause;

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 last signature on the dually signed Agreement (hereinafter, “Effective Date”). The “term of this Agreement” shall be three years following the Effective Date.
2. Pursuant to 8 U.S.C. § 1324b(g)(iv), Respondent shall pay \$60,000.00 to the United States Treasury (“Settlement Amount”).
3. Within three days of the Effective Date, Respondent shall give IER the name, title, email address, business address, and telephone number of the person Respondent designates to pay the Settlement Amount. The monies discussed in this paragraph shall be paid via the FedWire electronic fund transfer system. Respondent shall pay the first installment of the Settlement Amount, in the amount of \$10,000.00, within 30 days of receipt of fund

transfer instructions from IER. The second payment of \$10,000.00 shall be made within 6 months of the Effective Date, the third, fourth, fifth, and sixth payments of \$10,000.00 each shall be made within 12, 18, 24, and 30 months after the Effective Date of the Agreement, respectively. Respondent shall send a confirmation of the payment to Katelyn Davis, (or any other individual IER designates), on each day the funds are transferred. The subject line of the emails confirming payment shall have Respondent's name and DJ # 197-48-787.

4. Except for the payments mentioned in paragraph 2, IER will not ask Respondent to pay any additional amount including any civil penalty for the violation of 8 U.S.C. § 1324b(a)(6) that is the subject of the Investigation, through the Effective Date.
5. In accordance with 8 U.S.C. § 1324b, Respondent shall not discriminate against applicants or employees based on citizenship, immigration status, or national origin, during the recruitment, hiring, firing, and employment eligibility verification and reverification processes (together, the "EEV" process).
6. Respondent shall avoid discrimination in the initial verification and reverification stages of the EEV process by:
 - (a) Honoring 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);
 - (b) Not requesting more or different documents than are required by law;
 - (c) Not rejecting valid documents due to an individual's citizenship, immigration status, or national origin;
 - (d) Permitting all employees to present any document or combination of documents acceptable by law;
 - (e) Reverifying the work authorization of only employees whose work authorization is required to be reverified; and
 - (f) Providing a copy of the Lists of Acceptable Documents to all individuals whose work authorization Respondent seeks to verify or reverify.
7. Respondent shall not intimidate, threaten, coerce, or retaliate against any person for his or her participation in IER's Investigation or exercise of any right or privilege secured by 8 U.S.C. § 1324b.
8. Respondent shall attach, in English and Spanish, IER's "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 every applicant's hiring packet or offer/welcome e-mail and in all existing hiring locations, including informal and formal hiring locations, and in a common area of all warehouse and office locations, as well as on Respondent's employee portal and "Careers" page. Respondent shall comply with the IER Poster requirements within 14 days from the

Effective Date of this Agreement, and for future hiring locations within 14 days of establishing a new hiring location. Respondent shall also post a copy of the Lists of Acceptable Documents in English and in Spanish on any electronic page that Respondent uses for Employment Eligibility Verification and in any physical area on Respondent's premises where employees are asked to complete the Form I-9 or are reverified, and in common areas in each warehouse and office locations. This provision does not affect or supersede other legal obligations Respondent may have regarding the IER Poster.

9. Respondent shall maintain, revise and/or create employment policies that relate to hiring and/or nondiscrimination on the basis of citizenship status and national origin such that the employment policies:
 - (a) Prohibit discrimination on the basis of citizenship status, immigration status, or national origin in hiring, firing, or recruiting, in violation of 8 U.S.C. § 1324b;
 - (b) Prohibit requesting more or different documents than necessary for initial employment eligibility verification or reverification;
 - (c) Prohibit requesting specific Form I-9 documents as part of initial employment eligibility verification or reverification;
 - (d) Prohibit rejecting Form I-9 documents that reasonably appear to be genuine and to relate to the person presenting them;
 - (e) Prohibit taking any reprisal action against an employee 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, participating in any lawful manner in any IER investigation or action under 8 U.S.C. § 1324b, or for exercising any right or privilege secured by 8 U.S.C. § 1324b; and
 - (f) Refer applicants and employees who make a complaint of discrimination based on citizenship or immigration status in connection with the hiring, firing, or Form I-9 employment eligibility verification and/or reverification process promptly to IER by directing the affected individual to the IER Poster, IER's worker hotline (800-255-7688), and IER's website (www.justice.gov/ier), and advise the affected individual of his or her right to file a charge of discrimination with IER.

Respondent shall submit such policies to Katelyn Davis (or any other individual IER designates) for review and approval within 60 days of the Effective Date, and shall implement such policies within 14 days of IER's approval.

10. Respondent's employment policies pursuant to paragraph 9 shall centralize the completion of all aspects of employment eligibility verification and reverification, including completing the Form I-9 and E-Verify, within Respondent's Human Resources

department, to ensure uniformity of procedures and compliance with 8 U.S.C. § 1324b requirements.

11. During the term of this Agreement, after the initial review and approval of policies referenced in paragraph 9, Respondent shall provide any revisions to employment policies relating to EEV and/or nondiscrimination on the basis of citizenship, immigration status, or national origin to IER for approval at least 30 days prior to the proposed effective date of such new or revised policies.
12. During the term of this Agreement, Respondent shall ensure that all of its employees who have any job responsibilities that involve recruiting, hiring, discharge, or the EEV process (which includes E-Verify and the Form I-9), including People Team Generalists, People Team Coordinators, People Team Managers, Talent Acquisition Managers, Payroll and HRIS Managers, and VP of People, and any other employees who are authorized to collect documents for the form I-9, sign Section 2 of the Form I-9, or submit employees in E-Verify (collectively, “HR Personnel”), can readily access:
 - (a) The most current version of the USCIS Handbook for Employers (M-274) (“Handbook”), available at www.uscis.gov/I-9Central, and
 - (b) The most current version of the USCIS E-Verify Manual (M-775) (“Manual”), available at <https://www.e-verify.gov/e-verify-user-manual>.

Copies of these documents and future revisions of the Handbook, Manual and guidance can be obtained from the United States Citizenship and Immigration Services website at www.uscis.gov.

13. Within 60 days of the Effective Date, all HR Personnel shall attempt to register for e-mail updates from USCIS and E-Verify on the following topics by visiting the following websites and advise if they have access issues:
 - (a) <https://public.govdelivery.com/accounts/USDHSCIS/subscriber/new>;
 - (b) <https://public.govdelivery.com/accounts/USDHSCISEVERIFY/subscriber/new>
14. Within 90 days of the Effective Date, Respondent shall ensure that all HR Personnel receive training on their obligations to comply with 8 U.S.C. § 1324b. In addition:
 - (a) The training required under this paragraph shall consist of attending an IER Employer/HR Representative webinar, which is publicly available at <https://www.justice.gov/crt/webinars>;
 - (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 or its agent shall be responsible for all payroll costs and employee wages associated with these training sessions;

- (c) During the term of the Agreement, all HR personnel who assume or resume their duties after the initial training period described in this paragraph, shall view or participate in a free online IER Employer/HR webinar within 60 days of assuming or resuming their duties; and
 - (d) Respondent shall compile and maintain 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 provide those records, upon IER request, via email to Katelyn Davis (or any other individual IER designates). The emails transmitting attendance records shall have Respondent's name in the subject line.
- 15. Within 90 days of the Effective Date, Respondent shall ensure that every employee receives a training on how the Immigration and Nationality Act protects workers from immigration-related discrimination, as follows:
 - (a) IER will provide one free, live training presentation for Respondent (via virtual webinar platform provided by Respondent) on one date within 90 days of the Effective Date. Respondent will record the live training presentation. Respondent will make good faith efforts to ensure maximum attendance by employees, regardless of worksite location, at the live training;
 - (b) Respondent will ensure that all employees who are unable to attend the live training view the recorded training within 120 days of the Effective Date;
 - (c) For the duration of this Agreement, Respondent shall present the recorded training to all new employees within 10 calendar days of hire; and
 - (d) Respondent shall be responsible for all payroll costs and employee wages associated with these training sessions.
- 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 premises; interviewing Respondent's employees, officials or other persons; and requesting copies of Respondent's documents.
- 17. 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). Respondent shall, at IER's discretion, provide data fields from such documents in Excel spreadsheet format, provided such electronic file is reasonably available or obtainable.
- 18. 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 calendar days from the date IER notifies it of the purported violation(s) to cure the violation(s) to IER's satisfaction.


19. This Agreement does not affect the right of any individual to file a charge 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 the scope of the Investigation.
20. This Agreement resolves any and all differences between the parties relating to the Investigation through the Effective Date.

III. ADDITIONAL TERMS OF SETTLEMENT

21. 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. 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.
22. This Agreement may be enforced in the United States District Court for the District of New Jersey. This paragraph, or the initiation of a lawsuit to enforce the Agreement under this paragraph, including any counterclaims asserted, does not constitute and should not be construed as a waiver of sovereign immunity or any other defense the United States might have against a claim for enforcement.
23. The parties agree that, as of the Effective Date of this Agreement, 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.
24. 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.

25. The parties shall bear their own costs, attorneys' fees, and other expenses incurred in this action.
26. 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 electronic signatures.

Nuts.com

By: 

Dated: September 19, 2025

NAME Diane Kim
TITLE Chief People Officer

Immigrant and Employee Rights Section

By: 

Dated: September 19, 2025

Jennifer Deines
Acting Deputy Special Counsel

Sam Shirazi
Acting Special Litigation Counsel

Katelyn Davis
Trial Attorney