SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement"), the terms of which are set forth in parts II and III below, is made and entered into by and between Creative Team, LLC ("Respondent") and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section ("IER") (together, "the parties").

I. BACKGROUND

WHEREAS, on January 27, 2025, IER accepted a complete charge filed pursuant to 8 U.S.C. § 1324b(a)(1)(B) against Respondent, identified as DJ No. 197-74-726 (the "IER Charge"), alleging citizenship status discrimination in violation of the unfair immigration-related employment practices provisions of 8 U.S.C. § 1324b ("Act");

WHEREAS, on February 6, 2025, IER notified Respondent that it had initiated an investigation of the IER Charge to determine whether Respondent violated 8 U.S.C. § 1324b, including any pattern or practice of unfair immigration-related employment practices;

WHEREAS, IER determined that there is reasonable cause to believe that Respondent posted at least one discriminatory advertisement in violation of 8 U.S.C. § 1324b;

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 IER Investigation, designated as DJ No. 197-74-726, 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 (3) years following the Effective Date.

2. Respondent shall pay a civil penalty to the United States Treasury in the total amount of $4,730.

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 ten (10) business days after the Effective Date. Respondent shall pay the monies described in paragraph 2 via the FedWire electronic fund transfer system within ten (10) business days of receiving fund transfer instructions from IER. Respondent shall send a confirmation of the payment to Mark Loper at mark.loper@usdoj.gov on the day the funds are transferred. The email confirming payment shall have Respondent's name and the investigation number, DJ No. 197-74-726 in the subject line.

4. In accordance with 8 U.S.C. § 1324b, Respondent shall not:

   a. discriminate against applicants or employees on the basis of citizenship status or national origin in violation of 8 U.S.C. § 1324b, including by not incorporating or implementing unlawful discriminatory restrictions or preferences in its job postings, advertisements, recruitment activities, or consideration of applications for referral or hiring;

   b. discriminate in the employment eligibility verification and reverification process; or

   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.

5. Respondent shall post 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. 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. The IER Poster will be posted within fourteen (14) days from the Effective Date and will remain posted for three (3) years thereafter. This provision does not affect or supersede other legal obligations that Respondent may have to maintain such a posting beyond that period.

6. Within sixty (60) days of the Effective Date, Respondent will review any existing employment policies and revise such policies, or develop and propose new policies, to prohibit any activity relating to job advertisements, recruiting, and hiring that discriminates 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 and national origin in the recruiting, referral, hiring and firing processes;

   (b) include, as appropriate, citizenship status and national origin as prohibited bases of discrimination. Any similar Equal Employment Opportunity (EEO) 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 re-verification process to IER by directing individuals to the IER Poster and IER's worker hotline and website, and advise the affected individuals of their right to file a charge of discrimination with IER; and

(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 or action under 8 U.S.C. § 1324b.

During the term of this Agreement, Respondent shall provide any revisions to employment policies or practices relating to nondiscrimination on the basis of citizenship status or national origin to IER for approval at least thirty (30) days prior to the proposed effective date of such new or revised policies.

7. Within 60 days of the Effective Date, Respondent shall ensure that each of its employees, agents or contractors who plays 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 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 Mark Loper at mark.loper@usdoj.gov within ten (10) business 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 DJ No. 197-74-726.

(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 thirty (30) days of starting in this capacity.

8. 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; and interviewing Respondent's employees, officials or other persons.

9. 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 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.

10. 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 a 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 investigation, DJ No. 197-74-726.

11. This Agreement resolves any and all differences between the parties relating to this investigation, DJ No. 197-74-726, through the Effective Date of this Agreement.

III. ADDITIONAL TERMS

12. 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).

13. This Agreement may be enforced in the United States District Court for the Southern District of Texas. 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.

14. 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.

15. 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.

16. The parties agree to bear their own costs, attorneys' fees and other expenses incurred in this action.

17. 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.

18. 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.

Creative Team, LLC

By: ______________________ Dated: 7/1/2026

Amit Roy
Managing Partner

Immigrant and Employee Rights Section

By: *Varda Hussain* Dated: 07/07/2026

Varda Hussain
Acting Deputy Special Counsel

Jennifer Slagle Peck
Acting Special Litigation Counsel

William Rubens
Trial Attorney

Mark Loper
Equal Opportunity Specialist