

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement"), the material terms of which are set forth in Part II below, is made between Challenger Sports Corporation ("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 July 3, 2019, that it had initiated an investigation of Respondent under 8 U.S.C. § 1324b(d)(1), identified as DJ # 197-29-89, to determine whether Respondent engaged in any 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 hiring discrimination based on citizenship status, in violation of 8 U.S.C. § 1324b(a)(1). Specifically, the investigation found that in February and March 2019, Respondent, through its Baltimore office, failed to consider qualified and available protected U.S. workers for full-time soccer instructor positions based on its discriminatory preference for hiring soccer instructors who hold temporary visas under the H-2B visa program, in violation of 8 U.S.C. § 1324b(a)(1);

WHEREAS, by entering this agreement Respondent is not admitting that it violated any law including, but not limited to 8 U.S.C. § 1324b(a)(1), or that it failed to consider qualified and available protected U.S. workers for full-time soccer instruction positions based on an alleged discriminatory preference for hiring soccer instructors who hold temporary visas under the H-2B visa program;

WHEREAS, the parties wish to resolve IER's investigation and avoid contested litigation without further delay or expense and hereby acknowledge that they are voluntarily entering into 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 shall become effective as of the date the last party signs the Agreement, referred to as the "Effective Date." The term of this Agreement is two years following the Effective Date.
2. This Agreement resolves any and all differences between the parties with respect to IER's investigation designated as DJ 197-29-89 through the Effective Date. IER shall not seek from Respondent any additional relief beyond that referenced in this Agreement for the violations of 8 U.S.C. § 1324b(a)(1) that are the subject of the investigation through the Effective Date.

3. Respondent shall pay a civil penalty to the United States Treasury in the amount of \$6,000.00 (Six thousand and no/100 dollars).
4. Within two days of the Effective Date, Respondent shall provide IER with the name, title, email address, and telephone number of the individual responsible for effectuating payment of the civil penalty. Respondent shall pay the civil penalty discussed in Paragraph 3 via the FedWire electronic fund transfer system within ten business days of receiving fund transfer instructions from IER. On the day of payment, Respondent shall send confirmation of the payment to Angela.Miller5@usdoj.gov and Lorren.Love@usdoj.gov. The email confirming payment shall have "Challenger Sports Corporation, DJ # 197-29-89" in the subject line.
5. Respondent shall set aside a back pay fund of \$36,820 to compensate up to three Qualified Individuals who may have lost work because Respondent did not consider them for full-time soccer instructor positions in 2019. The amount of back pay compensation— if any – and interest due to each Qualified Individual shall be determined pursuant to the procedure described in paragraphs 5(a) through 5(m) below.
 - (a) A "Qualified Individual," as described in this Paragraph, shall be any or all of the three individual applicants (Jonathan Newman, Benjamin Sarro, and Jordan Shoff) who were willing and able to accept such employment as described in Maryland State Workforce Agency Job Order Number 924414 had s/he been offered the position, including being willing and able to commute or relocate to York or Hanover, PA and/or to the Washington-Arlington-Alexandria, DC-VA-MD-WV metropolitan area.
 - (b) Within 30 days from the Effective Date, IER will send: (1) a written notification of this Agreement ("Notice Letter") (Attachment A); a copy of Maryland State Workforce Agency Job Order Number 924414 ("Job Order") (Attachment B); and an Applicant Back Pay Claim Form ("Claim Form") (Attachment C) by U.S. mail and electronic mail (if an email address is available) to the three U.S. workers IER has identified within Paragraph 5(a), to determine if they are Qualified Individuals.
 - (c) Those individual applicants from the group of the three listed in 5(a) above who wish to be considered for back pay relief will have 45 days from the date of the Notice Letter to return the Claim Form to IER, unless the individual can demonstrate good cause (as determined by IER) for the failure to return a Claim Form by the specified deadline.
 - (d) In calculating the amount of back pay owed to each Qualified Individual:
 - i. IER will calculate back pay at \$14.58/hour, 35 hours/week, for 31 weeks, and subtract the pay, if any, that the Qualified Individual earned from alternate employment during the contract period (*i.e.*, mitigation earnings), and calculate interest using OPM's back pay

and interest calculator, available at <https://www.opm.gov/policy-data-oversight/pay-leave/back-pay-calculator/>. No Qualified Individual may receive more than \$16,902 total backpay plus interest.

- ii. A maximum of \$16,902 of the backpay fund will be available to compensate Qualified Individuals who were only able to work in the York and Hanover, PA area, which amount represents the salary plus interest for the one position available there. If there is more than one Qualified Individual in this category, they may share in that total maximum on a *pro rata* basis, in accordance with the method set forth in subparagraph (iv).
 - iii. A maximum of \$36,820 in total will be available to compensate Qualified Individuals who were willing to commute or relocate to both York and Hanover, PA area and the Washington-Arlington-Alexandria, DC-VA-MD-WV metropolitan area.
 - iv. If the total amount of back pay plus interest that would be owed to all Qualified Individuals exceeds \$36,820, IER shall initially calculate a *pro rata* amount of back pay for each Qualified Individual using the fraction that represents the amount of back pay owed to the Qualified Individual compared to the total back pay fund amount available for the various locations. The Parties agree that Respondent's total liability to Qualified Individuals under this Paragraph shall not exceed \$36,820.
 - v. In order for a claimant to receive any money from the pool available for each geographic area, the claimant must indicate they were available during the times and dates stated on the claim form in the geographic location for that pool. However, if Respondent permitted any H-2B visa worker filling a position in those geographic locations to start work later than the date indicated on the claim form, or end work earlier than the date indicated on the claim form, the claimant will not be disqualified for indicating a lack of availability on those dates outside the date range when an H-2B visa worker in that geographic location provided services as described in the job order (Attachment B).
- (e) No later than 90 calendar days from the date of the Notice Letter, IER will initially calculate and notify Respondent of the amount of back pay owed to each claimant IER determines to be a Qualified Individual.
 - (f) Within 30 days from the date on which IER notifies Respondent of its determinations regarding the amounts owed to each Qualified Individual pursuant to Paragraph 5(e), Respondent will notify IER by email to Angela Miller at Angela.Miller5@usdoj.gov, or any other personnel IER designates in writing, if Respondent disagrees with IER's back pay determination, and

provide an explanation for its position along with copies of any supporting documents.

- (g) If Respondent disagrees under Paragraph 5(f) with IER's back pay determination, IER will give consideration to information provided by Respondent and then make, in its sole discretion, the final determination regarding the amount to be paid, if any, and will, within 30 days of receiving Respondent's objection under Paragraph 5(f), notify Respondent in writing of IER's final determination. If necessary, IER's final determination will recalculate any *pro rata* back pay determinations, taking into account the final number of Qualified Individuals and amounts to be paid.
- (h) If Respondent does not disagree under Paragraph 5(f) with any of IER's back pay determinations under Paragraph 5(d), IER's back pay determinations will become final, and Respondent shall, within 30 days of receiving IER's back pay determination pursuant to Paragraph 5(e), send each Qualified Individual by first class mail and email a Back Pay Determination Letter (Attachment D) indicating the amount of back pay to be received. The Back Pay Determination Letter mailing shall contain any necessary tax forms and an envelope with sufficient postage, addressed to Respondent's mailing address. On the same day Respondent mails the Back Pay Determination Letters, Respondent shall send IER an e-mail to Angela Miller at Angela.Miller5@usdoj.gov, or any other personnel IER designates in writing, in .PDF format, copies of the letters and self-addressed stamped envelopes, and envelopes addressed to Qualified Individuals.
- (i) If Respondent has disagreed with any of IER's back pay determinations under Paragraph 5(f), Respondent shall, within ten days of receiving IER's final back pay determination under Paragraph 5(g), send each Qualified Individual the Back Pay Determination Letter and enclosures in accordance with the procedures in Paragraph 5(h).
- (j) Within 15 days from Respondent's receipt of applicable tax forms from a Qualified Individual, Respondent shall send to the address of the Qualified Individual's choice, the back pay amount (as determined by IER) in the form of a check via certified mail or reliable courier service, accompanied by a payment transmittal notice. On the same day, Respondent shall send a copy of the check and payment transmittal notice to Angela Miller at Angela.Miller5@usdoj.gov, or any other personnel IER designates in writing.
- (k) Respondent shall withhold applicable taxes based on the tax rate of the current calendar year, and shall provide the Qualified Individuals with any applicable income tax reporting forms. Respondent is separately responsible for paying any employer-side taxes or Social Security contributions or other payments due under applicable federal or state law based on the back pay award. Respondent shall follow the applicable instructions contained in IRS Publication 957, including timely filing a

Special Wage Report Form with the Social Security Administration, to ensure that the back pay is credited to the quarter in which it would have been earned.

- (l) All communications from Respondent to Qualified Individuals relating to this Agreement, or the back pay claims process thereunder, shall be submitted to IER for prior review and approval. Respondent shall not require Qualified Individuals to accept or otherwise agree to any additional terms as a condition of receiving the back wages outlined in this Paragraph.
 - (m) Any remaining amount of the \$36,820 back pay fund that has not been distributed to Qualified Individuals pursuant to the process set forth in this paragraph shall revert to Respondent.
- 6. In the event Respondent engages in use of H-2B program, Respondent shall supplement recruitment of U.S. workers for all available work opportunities before employing H-2B visa workers to do that work. These required and supplemental recruitment activities shall include, at a minimum, the following:
 - (a) Respondent shall post or cause to be posted a job advertisement (or comparable notice of employment opportunity) on CareerPlug. It shall be posted no later than three months before the projected start date of work, and shall not be removed until 21 calendar days before the start date of work.
 - (b) Respondent shall consider for employment and hire all available and qualified U.S. worker applicants who apply more than 21 days before the date of need for all anticipated work regardless of whether Respondent had anticipated assigning the work to H-2B visa workers for whom it petitioned.
 - (c) Respondent must also continue to update each recruitment report after submitting it to DOL (as required by 20 C.F.R. §655.48(b)), and then send a copy of each one to IER 14 calendar days after the actual start date of the work described in each job order.
- 7. In the event Respondent decides to resume efforts to hire full-time soccer coaches under the H-2B visa program, it shall, within thirty (30) calendar days from such resumption, train all individuals with any responsibility for recruiting, hiring, or scheduling soccer instructors on their obligation to comply with 8 U.S.C. § 1324b using IER provided training.
 - (a) The trainings shall consist of viewing a remote IER webinar presentation, which IER shall provide on a date mutually agreeable to the parties.
 - (b) All employees will be paid their normal rate of pay during the training, and the training will occur during their normally scheduled workdays and work hours. Respondent shall bear all costs associated with these training sessions.

- (c) During the term of this Agreement, all new staff hired or promoted by Respondent into positions with any responsibility listed Paragraph 7, after the training described in Paragraph 7(a) has been conducted, shall review a recorded version of the webinar within 60 calendar days of hire or promotion.
 - (d) Respondent shall confirm the initial webinar participation required in Paragraph 7(a), and subsequent viewings of the webinar training required by Paragraph 7(c), via email to angela.miller5@usdoj.gov, or any other individual IER designates during the term of this Agreement, within ten calendar days of completion of each training session.
- 8. Within 120 calendar days of the Effective Date, Respondent shall revise and/or create employment policies that prohibit discrimination because of citizenship, immigration status, and national origin in recruiting, hiring, or firing, in violation of 8 U.S.C. § 1324b. Respondent will revise or create policies to ensure that such policies:
 - (a) 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 makes available to the public or employees;
 - (b) Provide that after attempting to resolve concerns internally, refer individuals who complain, formally or informally, of discrimination in the hiring, firing or Form I-9/E-Verify employment eligibility verification or reverification processes immediately to IER by directing the affected individual to the IER Poster and IER's worker hotline (800-255-7688) and website, <https://www.justice.gov/ier>, and advise the affected individual of his or her right to file a charge of discrimination with IER; and
 - (c) 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.
- 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. Nothing in this Agreement limits IER's right to inspect Respondent's Forms 1-9 within three business days pursuant to 8 C.F.R. § 274a.2(b)(2)(ii). Respondent shall, at IER's discretion, provide the documents in Excel spreadsheet format unless requested otherwise.

11. If IER has reason to believe that Respondent is in violation of any provision of this Agreement, IER may 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(s) to cure the violation(s) to IER's satisfaction. IER's belief of a violation shall not be conclusive or binding on the parties.
12. This Agreement does not affect the right of any individual to file a charge with IER 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 IER Investigation.

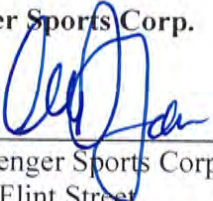
III. ADDITIONAL TERMS OF SETTLEMENT

13. This Agreement fully resolves any and all differences under 8 U.S.C. § 1324b between the parties relating to the IER Investigation, DJ # 197-29-89 through the Effective Date.
14. 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 Parties' right to argue that other terms in the Agreement are material.
15. The United States District Court for the District of Maryland 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.
16. 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 the term or provision 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.
17. 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 IER Investigation 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.

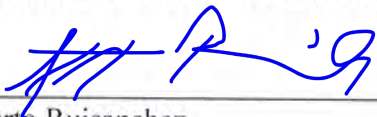
18. The Parties agree to bear their own costs, attorneys' fees and other expenses incurred in the IER Investigation.
19. This Agreement may be executed in multiple counterparts, each of which together shall be considered an original but all of which shall constitute one agreement. The Parties shall be bound by facsimile signatures.

Challenger Sports Corp.

By: 
Challenger Sports Corp.
8263 Flint Street
Lenexa, KS 66214

Dated: Sept 2nd 2021

Immigrant and Employee Rights Section

By: 
Alberto Ruisanchez
Deputy Special Counsel

Dated: 9/14/21

Jodi Danis
Special Litigation Counsel

Angela J. Miller
Trial Attorney



[Date], 2021

**CHALLENGER SPORTS
CORPORATION
SETTLEMENT**

To proceed, you must
complete and return the
attached Form.

**TO CONFIRM THIS
LETTER IS NOT A
SCAM:**

View the press release on the
U.S. Dept. of Justice website:
[https://www.justice.gov/icr/pr-
ess release link](https://www.justice.gov/icr/pr-ess-release-link)

**TO SEE IF YOU CAN
GET BACK PAY,
FOLLOW THESE STEPS:**

- 1) Fully complete and sign the attached Form; and
- 2) Return the completed Form using ANY of the following methods:
 - **Email:**
angela.miller5@usdoj.gov
 - **Fax:** 202-616-5509
 - **Mail:** use the enclosed postage paid envelope

BEFORE
[Letter date + 100 days]

«AddressBlock»

RE: NOTICE OF SETTLEMENT AND POSSIBLE COMPENSATION

Dear «First_Name» «Last_Name»:

Challenger Sports Corporation and the U.S. Department of Justice recently agreed to settle a dispute about its Baltimore Office preferring people with temporary visas (H-2B) to work as full-time soccer instructors in the Pennsylvania/Maryland/Northern Virginia area instead of U.S. citizens and other indefinitely work-authorized immigrants. We have identified you as a person who **may** have been affected by Challenger Sports Corporation's alleged conduct. You may be eligible to receive lost wages (back pay) if:

- you applied to Challenger Sports Corp. for an Academy Soccer Coach position based in York, Pennsylvania between January 3, 2019 and March 10, 2019; and
- at the time you applied, you were qualified for and available to take the job described in the attached job order; and
- between January 3, 2019 and March 10, 2019, you were a U.S. citizen, U.S. national, refugee, asylee, or lawful permanent resident.

If you believe that you should receive back pay, please complete the attached Applicant Statement Back Pay Form ("Form") and return it to us by [Date]. Please see the left side of this page for the steps to take to return the Form. It is important that you complete the Form as fully and accurately as possible. Once we receive your Form, we will contact you to discuss your eligibility. **If you do not complete and return the enclosed Form by [Date], you may not be able to get back pay.**

Please contact me immediately if you have any questions.

Sincerely,

Angela J. Miller
Trial Attorney
(202) 598-9272 or (800) 255-7688 (toll free)
angela.miller5@usdoj.gov

Maryland Job Order Print Document

Job Order: 924414 Print Date: 12/28/2018 4:56:20 PM
Office: Northwest American Job Center (Re-entry Center) LWDB: Baltimore City

Employer Information:

Employer Name: Challenger Sports
How to Apply: Via Email, By Mail
Company Website: www.challengersports.com
Application Comments:

Inquire or send applications, indications of availability, and/or resumes to Maryland State Workforce Agency, Northwest American Job Center, (Re-entry Center) Mondawmin Mall, 2401 Liberty Heights Avenue, Suite 302, Baltimore, MD 21215, (410) 396-7873. Job Order 924414.

Submit resume to Lauren Wymore, Challenger Sports Corp., 8263 Flint Street, Lenexa, KS 66214 or jobs@challengersports.com.

Location:

Main Address:	Mailing Address:
Challenger Sports	8263 Flint Street
1501 S. Edgewood Street	
Suite C	Lenexa, KS 66214
Baltimore, MD 21227	

Contact:

Contact: Mrs. Lauren Wymore	Title: Recruiter
Phone: (913) 232-5160 x Fax: (913) 599-2928	Email: jobs@challengersports.com

Job Details:

Occupational Code: 39903200 Recreation Workers	
Job Title: Soccer Instructor	
Industry Code: 611620 - Sports and Recreation Instruction	
Number of Positions: 6	Referrals: 9999
Earliest Date to Display: 1/1/2019	Last Date Job Order Will Display: 3/11/2019
Type of Job: Temporary	Job Time Type: Full Time (30 Hours or More)
Duration: Over 150 Days	Special Job Category: Foreign Labor Certification

Job Duties and Skills:

Description:

Start Date: April 1, 2019
End Date: November 4, 2019

Challenger Sports Corp., located in Baltimore, MD, seeks six (6) full-time, temporary Soccer Instructors. Soccer Instructors will conduct youth athletic activities with groups in public, private, or volunteer agencies or recreation facilities. Soccer Instructors will organize and promote youth soccer activities, taking into account the needs and interests of individual participants, in camp settings, childcare facilities, afterschool programs, and soccer organizations. Soccer Instructors will be responsible for the delivery of programs to their designated age groups, which includes greeting new arrivals, introducing them to other participants, explaining facility rules, and encouraging participation.

Will report directly to the Regional Director at Challenger Sports Corp.

This position requires an Associate's Degree in Physical Education, Sport & Leisure, or a related field, or alternatively, a soccer (European Football) coaching license or certificate.

Successful applicant must pass pre-employment background check.

Worksites are located in the Washington-Arlington-Alexandria, DC-VA-MD-WV (the Silver Spring-Frederick-Rockville, MD and Washington-Arlington-Alexandria, DC-VA-MD-WV Metropolitan Divisions); Baltimore-Columbia-Towson, MD Metropolitan Statistical Areas (MSAs); and in the Upper Eastern Shore of Maryland nonmetropolitan area in Maryland; and the York-Hanover, PA MSA in Pennsylvania. Workers are assigned to one region and rarely travel outside of their assigned region. Daily travel time to worksite is less than one hour.

Transportation is not provided between worksites.

Daily transportation is not provided to and from worksite.

On-the-job training is not provided.

Wage: \$14.58-\$20.00 per hour, paid weekly. Up to \$60.00 per week commission possible. Overtime is not available.

Schedule: 35 hours per week. Work schedule can vary and can include evening and weekend hours. Work may be performed on any day of the week from Monday through Sunday. Work hours are from 2:00pm to 9:00pm and may vary.

A single workweek will be used to compute wages due.

Employer-provided room and board and health insurance are offered and optional. If accepted, costs will be deducted from paycheck. Maximum cost per week is \$15.00 for health insurance and \$120.00 for room and board.

All deductions from paycheck required by law will be made.

If the worker completes 50% of the work contract period, employer will pay directly for and/or reimburse workers for transportation and subsistence from the place of recruitment to the place of work. Upon completion of the work contract or where the worker is dismissed earlier, employer will provide or pay for worker's reasonable costs of return transportation and subsistence back home or to the place the worker originally departed to work, except where the worker will not return due to subsequent employment with another employer. The employer will pay directly for and/or reimburse workers for all reasonable inbound transportation and subsistence costs within the first workweek. The employer will pay directly for and/or reimburse workers for all reasonable outbound transportation and subsistence costs during the last workweek. The amount of transportation payment or reimbursement will be equal to the most economical and reasonable common carrier for the distances involved. Daily subsistence will be provided at a rate of \$12.26 per day during travel to a maximum of \$51.00 per day with receipts.

The employer guarantees to offer work for hours equal to at least three fourths of the workdays in each 12-week period of the total employment period.

The employer will provide workers at no charge or deposit charge all tools, supplies, and equipment required to perform the job.

H-2B workers will be reimbursed in the first workweek for all visa, visa processing, border crossing, and other related fees, including those mandated by government (excluding passport fees).

Inquire or send applications, indications of availability, and/or resumes to Maryland State Workforce Agency, Northwest American Job Center, (Re-entry Center) Mondawmin Mall, 2401 Liberty Heights Avenue, Suite 302, Baltimore, MD 21215, (410) 396-7873. Job Order 924414.

Submit resume to Lauren Wymore, Challenger Sports Corp., 8263 Flint Street, Lenexa, KS 66214 or jobs@challengersports.com.

Special Software/Hardware Skills Needed: No

Special Skills:

Job Requirements:

Minimum Age:

Test Done By: **Employer will perform testing**

Required Tests: **Successful applicant must pass pre-employment background check.**

Hiring Requirements: **Background Checks**

Hiring Requirements Other:

Education Level: **Associate's Degree**

Months of Experience: **0**

Requires a Drivers License: **No**

Near Public Transportation: **No**

Drivers License Certification:

Drivers License Endorsements:

Compensation and Hours:

Minimum Salary: **14.58 Hour**

Maximum Salary: **20.00 Hour**

Pay Comments: **Will discuss with applicant**

Supplemental Compensation: **Yes**

Hours per Week: **Hours Vary**

Actual Hours:

Shift: **Other, see job description**

Benefits:

Other Benefits: **Employer-provided room and board and health insurance are offered and optional. If accepted, costs will be deducted from paycheck. Maximum cost per week is \$15.00 for health insurance and \$120.00 for room and board.**

Job Order Information to be Displayed Online:

Job Order Information Online: **Company Name is not displayed, One-stop staff does not screen applicants**

Job Application Information Needed:

Req Section

- ☒ Contact Information
- ☒ Employment History ☒ Allow individuals that have never had a job to apply (eg. College graduates)
- ☒ Education History
- ☒ Certifications
- ☐ Desired Job Type

Other Information:

Green Job: **No**

Subsidized by ARRA (Stimulus): **No**

Featured Job: **No**

In an Enterprise Zone: **No**

Federal Contractor: **No**

Court Ordered Affirmative Action: **No**

Job Order is for Veterans Only: **None Selected**

Staff Information:

Category: **Regular (Non Domestic)**

Job Developer Mandatory Listing: **NA**

Status: **Open and available**

Employer Status: **Open and available**

Reason: **NA**

Future Release From Hold:

Job Order Followup: **1/31/2019**



U.S. Department of Justice, Civil Rights Division
Immigrant and Employee Rights Section
950 Pennsylvania Ave., N.W. (4CON, 7th Floor)
Washington, D.C. 20530

**Challenger Sports
Corporation Settlement
Back Pay Form**

INSTRUCTIONS – To see if you can get lost wages (back pay), you must:

- a. Complete this form with as much information as possible. If you cannot complete the form, please contact Angela Miller at 202-598-9272 or angela.miller5@usdoj.gov.
- b. Return this completed form no later than [Month] , 2021 by email, fax, or mail to:

E-mail: angela.miller5@usdoj.gov
Fax: 202-616-5509

Or

U.S. Department of Justice, Civil Rights Division
Immigrant and Employee Rights Section
950 Pennsylvania Ave., N.W. (4CON, 7th Floor)
Washington, D.C. 20530

A. Your Information

Full Name (Last, First and Middle)

Full Address

Phone Number

Email Address

Alternate Phone Number

B. Your Job Information

1. On March 10, 2019, were you qualified, available, and willing to take the position described in the enclosed Job Order, which would have started on April 1, 2019?

☐ Yes ☐ No

2. Between April 1, 2019-November 4, 2019, were you available to work a variable schedule that would have included various weekend and evening hours Monday-Sunday between 2-9pm?

☐ Yes ☐ No

3. If you answered "Yes" to No. 2 above, were you able to work such dates and times in the York, PA or Hanover, PA areas?

☐ Yes ☐ No

4. If you answered "Yes" to No. 2 above, were you able to work such dates and times in the Washington-Arlington-Alexandra, DC-VA-MD-WV area?

___ Yes ___ No

5. Did you work in any job between April 1 and November 4, 2019?

___ Yes ___ No

If yes, provide information about each employer. Attach more pages if needed.

Name of Employer/Company	Start Date	End Date	Weekly Wage \$
Address (include city, state and zip code)			
Supervisor Name	Supervisor Telephone (if known)		
Reason Job Ended			

IER may contact you and ask you to provide additional documentation, such as pay stubs or tax forms, to verify employment and income during this period in order to calculate any lost wages you may be owed.

6. If you didn't work from April 1 and November 4, 2019, did you apply for any jobs? If yes, please explain below when you applied and with what company/employer. If you did not apply for other jobs, please explain why below. Attach additional pages if needed.

C. Signature

I certify that my answers to the above questions are true and correct to the best of my knowledge, and that I am aware that providing false information to the Department of Justice may be unlawful and could result in legal consequences to me.

Signature

Date

Attachment D – Back Pay Determination Letter

By First Class Mail & Email

First Name Last Name

Address

City, State Zip

Email address

Dear Claimant,

This letter is in response to the Back Pay Claim Form you submitted to the Immigrant and Employee Rights Section (IER). IER has determined that you should receive \$ ____ in back pay.

You are entitled to this amount because IER found that Challenger Sports Corp. unfairly denied you consideration for employment because of your citizenship status.

If you want to accept the \$_____ and receive a check for this amount, you must:

1. Complete the W-4 form that is included with this letter; and
2. Return that form in the enclosed pre-addressed, stamped envelope or via email to [email address Challenger wants to use] postmarked by [date, which will be 45 days from the date Respondents send the letter].

If you have any questions, please contact Angela Miller at 202-598-9272 (Angela.Miller5@usdoj.gov).

Encl.: W-4, Self-addressed, stamped return envelope to Challenger