

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement"), the material terms of which are set forth in Part II below, is made between Mountain Prairie Holdings LLC, formerly d/b/a Apprentice Personnel ("Mountain Prairie" or "Respondent"), and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section ("IER") (together, "the Parties").

I. BACKGROUND

WHEREAS, on August 20, 2021, IER accepted as complete a charge filed by [REDACTED] ("Charging Party") alleging that Respondent had engaged in an unfair documentary practice based on citizenship status, in violation of 8 U.S.C. § 1324b. IER notified Respondent by letter dated August 20, 2021, that it had opened both a charge-based and an independent investigation of Respondent under 8 U.S.C. § 1324b(d)(1), identified as DJ Nos. 197-13-23 and 197-13-236 ("the Investigations"), respectively, 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 Investigations, that there is reasonable cause to believe that Respondent engaged in an unfair documentary practice based on citizenship status during its employment eligibility verification process when it rejected sufficient documentation of identity and work authorization and required more or different documents from the Charging Party in violation of 8 U.S.C. § 1324b(a)(6);

WHEREAS, on the basis of the IER Investigations, IER also concluded that there is reasonable cause to believe that Respondent engaged in a pattern or practice of unfair documentary practices by requesting that certain non-U.S.-citizens, based on their citizenship status, present more or different documents than required by law to complete the Form I-9 (specifically, documents establishing immigration status and verifying data on the Form I-9 related to citizenship status) in violation of 8 U.S.C. § 1324b(a)(6), and that Charging Party and at least three other workers were subjected to that practice;

WHEREAS, the Parties wish to resolve IER's Investigations 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 Investigations 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 three years following the Effective Date.
2. This Agreement resolves any and all differences between the Parties with respect to IER's Investigations designated as DJ nos. 197-13-235 and 197-13-236 through the Effective Date. IER shall not seek from Respondent any additional civil penalties beyond that referenced in this Agreement for violations of 8 U.S.C. § 1324b(a)(6) through the Effective Date that are the subject of the Investigations.
3. Respondent shall pay a civil penalty to the United States Treasury in the amount of \$7,588.
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, as well as Respondent's mailing address. 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 "Mountain Prairie, DJ # 197-13-235 and 236" in the subject line.
5. Pursuant to 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), either directly or through its subsidiaries or agents, including any payroll and human resources contractors it retains to conduct those activities on its behalf.
6. 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.
7. Within thirty (30) days of the Effective Date, Respondent will share with Ascend Staffing a copy of IER's letter dated March 16, 2023 which describes IER's investigative findings, and inform Ascend Staffing that IER offers free informational webinars for employers and HR Representatives, which are publicly available for registration at <https://www.justice.gov/crt/webinars>.
8. To the extent Respondent or its subsidiaries engages in any employment eligibility verification activities during the term of the Agreement, Respondent

and its subsidiaries 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. Permitting all employees to choose to present any document or combination of documents acceptable by law during the EEV process;
 - c. Refraining from requesting specific or additional documents during the EEV process which are not required by law;
 - d. Reverifying the work authorization of only employees whose work authorization is required by law to be reverified;
 - e. Providing a copy of the Lists of Acceptable Documents to all individuals whose work authorization Respondent seeks to verify or reverify;
 - f. Notifying all employees who receive a Tentative Non-confirmation (TNC) result in E-Verify of this mismatch and the worker's right to contest the mismatch, pursuant to E-Verify rules;
 - g. Presenting all employees who receive a TNC result in E-Verify with the Further Action Notice and requesting that such workers:
 - i) indicate whether they wish to contest the mismatch and
 - ii) sign that notice;
 - h. Presenting all employees who indicate that they wish to contest the mismatch with the Referral Date Confirmation;
 - i. Requiring all agents, including Payroll and Human Resources contractors, to also employ the practices described in paragraph 6(a)-(h) when acting on behalf of Respondent or its subsidiaries.
9. If Respondent or its subsidiaries engages in any hiring or employment eligibility verification activities during the term of this Agreement, no later than 45 days before anyone is hired or onboarded, Respondent shall review any existing employment policies, training materials, and guidance that relate to employment eligibility verification and/or nondiscrimination based on legally protected traits or characteristics. No later than 30 days before anyone is hired or onboarded, Respondent will revise or create policies to ensure that current and/or future subsidiaries, employees, and agents (including payroll and human resources contractors, when acting on behalf of Respondent):
- a. Comply with all applicable Form 1-9 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 or national origin 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 relating to citizenship status or national origin (including with the Form I-9 or E-Verify process) or retaliation, you must file a charge with IER within 180 days of the discriminatory act.";
 - 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; and
 - f. During the term of this Agreement, Respondent shall provide any such policies, training materials, and guidance to IER for review and approval at least 30 days prior to their proposed effective date.
10. If Respondent or its subsidiaries engages in any hiring or employment eligibility verification activities during the term of this Agreement, no later than 45 days before anyone is hired or onboarded, Respondent shall ensure that all employees of Mountain Prairie and its subsidiary staffing agencies who engage in hiring, firing, or any EEV process (collectively, "Human Resources 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 www.uscis.gov/e-verify/publications/manuals-and-guides/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 at www.uscis.gov.

11. If Respondent or its subsidiaries engages in any hiring or employment eligibility verification activities during the term of this Agreement, Respondent shall, ensure that all Human Resources personnel as defined in Paragraph 10 receive training within 14 days of hire regarding their obligations to comply with 8 U.S.C. § 1324b, as follows:
 - a. Respondent will ensure all such individuals participate in a free “IER Employer/HR Representative” webinar, which is publicly available for registration at <https://www.justice.gov/crt/webinars> and may be recorded if needed.
 - b. 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. Respondent shall bear all employee costs, if any, associated with these training sessions.
 - c. Respondent shall compile attendance records listing the individuals who receive the training described in this paragraph, including their full name, job title, and the date(s) of the training sessions, and send the records via email to Angela J. Miller at Angela.Miller5@usdoj.gov or to any other individual IER designates to receive them, within 10 days of any training session.
 - d. For the term of the Agreement, all employees who assumed duties described in this paragraph after the initial training shall view an IER approved webinar within 60 days of assumption of such duties. Respondent shall compile and send attendance records for these individuals pursuant to paragraph 11(c).
12. If Respondent or its subsidiaries engages in any hiring or employment eligibility verification activities during the term of this Agreement, Respondent shall, within 14 days of initiating or reinitiating such activities, take the following steps and ensure that its subsidiaries engaged in such activities do the same. Respondent and/or its subsidiaries shall post in all places where notices to employees and job applicants are normally posted, or email, or otherwise share with all employees and job applicants, 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>. Respondent shall share the IER Poster at the time each employee is asked to complete the Form I-9 or be re-verified. Respondent shall also share a copy of the Lists of Acceptable Documents in English and in Spanish with employees when they are asked to complete the Form I-9 or be re-verified.

13. During the term of this Agreement, IER reserves the right to make reasonable inquiries to Respondent to determine Respondent's compliance with this Agreement.
14. Nothing in this Agreement limits IER's right to inspect Respondent's Forms I-9 pursuant to 8 C.F.R. § 274a.2(b)(2)(ii).
15. If IER has reason to believe that Respondent is in violation of any provision of this Agreement during the term of this Agreement, IER may notify Respondent of the purported violation without opening an investigation. Respondent will have fourteen (14) days to provide an explanation regarding the purported violation. In the event that Respondent's explanation does not satisfy IER's concern, Respondent will then have thirty (30) days from the date of IER's original notification to cure the purported violation to IER's satisfaction before IER deems Respondent to be in violation of this Agreement.
16. This Agreement does not affect the rights of any individual alleging an unfair immigration-related employment practice against Respondent. This Agreement also does not affect IER's authority to investigate or file a complaint on behalf of any such individual, or IER's authority to investigate Respondent's employment practices occurring after the Effective Date or outside the scope of IER's Investigations.

III. ADDITIONAL TERMS OF SETTLEMENT

17. 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.
18. This Agreement may be enforced in the United States District Court for the District of Colorado. 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 either party might have against a claim for enforcement.
19. 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 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 IER Investigations 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 agree to bear their own costs, attorneys' fees and other expenses incurred in this investigation.
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 subject matter herein.
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.

Mountain Prairie Holdings, LLC

By:

William H. Tenney
MANAGING PARTNER

Mountain Prairie Holdings, LLC
3134 W. Colorado Ave.
Colorado Springs, CO 80904

Dated: 06/02/2023

Immigrant and Employee Rights Section

By:

Alberto Ruisanchez

Alberto Ruisanchez
Deputy Special Counsel

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Angela J. Miller
Trial Attorney

Dated: 6-13-2023