

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”) is made and entered into by and between Riata Corporate Group, LLC (“Respondent” or “Riata”), and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section (“IER”) as to Part II, and between Respondent, IER, and Charging Party [REDACTED] (“Charging Party”) (together, “the Parties”) as to Part III, and between Respondent and Charging Party as to Part IV.

I. BACKGROUND

WHEREAS, on October 23, 2023, IER accepted as complete a charge (the “IER Charge”) filed by Charging Party, DJ# 197-73-629, alleging that Riata violated the anti-discrimination provision of the Immigration and Nationality Act, 8 U.S.C. § 1324b, when it refused to hire her based on her citizenship status;

WHEREAS, on November 2, 2023, IER notified Respondent that it had initiated an investigation (“Investigation”) based on Charging Party’s allegations to determine whether Respondent had engaged in any conduct in violation of 8 U.S.C. § 1324b(a)(1);

WHEREAS, based upon the Investigation, IER concluded that there is reasonable cause to believe that on October 13, 2023, Respondent violated 8 U.S.C. § 1324b(a)(1) by discriminating against the Charging Party in its hiring process. Specifically, IER determined that Respondent refused to continue considering her for employment or offer her the position for which she was being considered because she is a naturalized U.S. citizen;

WHEREAS, Riata asserts that it cooperated fully with IER in the Investigation and denies that it had an open position available for which Charging Party could be considered for employment, that it violated 8 U.S.C. § 1324b(a)(1) and/or that it discriminated against Charging Party for any reason, and entry into this Agreement does not constitute an admission of any violation by Riata;

WHEREAS, the Parties wish to resolve the IER Charge without further delay or expense, and to avoid the uncertainty and costs of litigation, and hereby acknowledge that they are voluntarily and freely 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 BETWEEN THE UNITED STATES AND RESPONDENT

1. This Agreement becomes effective as of the date of the latest signature below, which date is referenced hereafter as the “Effective Date,” and shall have a term of two years beginning from the Effective Date.

2. Respondent shall pay a civil penalty to the United States Treasury in the amount of \$4,610.
3. Respondent shall provide IER with the name, title, email address, and telephone number of the individual responsible for effectuating payment of the civil penalty no later than seven calendar days from the Effective Date. Respondent shall pay the monies in Paragraph 2 via the FedWire electronic fund transfer system within seven calendar days of receiving fund transfer instructions from IER. Respondent shall send confirmation of the payment to Michael O'Keefe Cowles at Michael.Cowles@usdoj.gov (or any other individual IER designates in writing) on the day the payment is made. The email confirming payment shall have Respondent's name and the investigation number, DJ# 197-73-629, in the subject line.
4. Within seven business days of execution of this Agreement, Respondent shall pay Charging Party the total agreed upon amount of \$22,400 in lost pay and benefits, plus \$155 in interest, less any tax withholdings required by law. On the day of payment, Respondent shall notify IER at Michael.Cowles@usdoj.gov that payment was made and attach a copy of the check.
5. Regarding the payment to Charging Party in Paragraph 4, Respondent shall withhold applicable taxes based on the rates of the current year and shall provide Charging Party with any applicable income tax reporting form. 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 payment. Respondent shall follow the applicable instructions contained in IRS publication 957 with respect to the payment. Within 45 days after remitting the Charging Party's W-2 form for calendar years 2023 and 2024, respectively, Respondent shall file a special report with the Social Security Administration allocating the payment made to the Charging Party in paragraph 4 to the appropriate periods in 2023 and 2024. On the day Respondent submits the documentation, Respondent shall confirm via email to Michael Cowles at Michael.Cowles@usdoj.gov (or any other individual IER designates in writing) that such documentation was submitted and provide a copy of such documentation.
6. Respondent shall not include any reference to the IER Charge, Investigation, or this Agreement in any current or future personnel files or records pertaining to Charging Party.
7. Respondent shall not retaliate against Charging Party or any other individuals who participated in the Investigation. Respondent shall not disclose to any employer or prospective employer of the Charging Party any information or documentation concerning the IER Charge, Investigation, or this Agreement, unless required by law or by this Agreement.

8. Within 60 calendar days of the Effective Date, Respondent shall submit to IER for review and approval any employment policies, training materials, and guidance that relate to hiring, to the extent it has not already done so, to ensure they comply with the requirements of 8 U.S.C. § 1324b and this Agreement. Respondent will, as needed, revise or create such documents to ensure they:
 - a. Prohibit discrimination on the basis of citizenship status, immigration status, and national origin in recruiting or referral for a fee, hiring, and firing in violation of 8 U.S.C. § 1324b;
 - b. Include citizenship status and immigration status as prohibited bases of discrimination—unless required to comply with a law, regulation, executive order, government contract, or Attorney General directive pursuant to 8 U.S.C. § 1324b(a)—as well as national origin. Such prohibitions shall also be included in any Equal Employment Opportunity statements Respondent provides in printed or electronic materials available to the public or employees;
 - c. Refer applicants and employees who make a complaint of discrimination based on national origin, citizenship or immigration status in connection with hiring, firing, recruiting or referring for a fee, or Form I-9 employment eligibility verification or reverification promptly to IER by directing the affected individual to the IER “If You Have The Right to Work” poster (“IER Poster”) (available at <https://www.justice.gov/crt/worker-information#poster>), IER’s worker hotline (800-255-7688), and IER’s website (www.justice.gov/ier), and inform the affected individual of his or her right to file a charge of discrimination with IER;
 - d. Prohibit asking questions related to an applicant’s specific citizenship status or national origin, unless such inquiry is specifically required to comply with law, regulation, executive order, or government contract; and
 - e. Prohibit Respondent from intimidating or taking any retaliatory action against any individual for opposing any employment practice made unlawful by 8 U.S.C. § 1324b or which the individual reasonably believes to be unlawful under 8 U.S.C. § 1324b, for filing a charge, or for participating in any investigation or action under 8 U.S.C. § 1324b.
9. Unless already posted in compliance with E-Verify requirements, Respondent shall within 14 calendar days of the Effective Date, post an English version and Spanish version of the IER poster in color measuring no smaller than 8.5” x 11” in all places where Respondent normally posts notices to employees. Additionally, within 14 calendar days of the Effective Date, Respondent shall post the electronic image (in a readable size or expandable to such size) on all websites, intranet or landing pages where employees and applicants visit in the

course of the hiring and onboarding process. Respondent shall keep these postings throughout the term of this Agreement.

10. Within 90 calendar days of the Effective Date, Respondent shall ensure that Respondent's employees responsible for supervising other employees, or responsible for recruiting, hiring, or firing for Respondent ("Covered Personnel") receive training on their obligations under 8 U.S.C. § 1324b, as follows:
 - a. The training will consist in part of either (i) viewing a free, on-demand IER webinar presentation; or (ii) participating in a live, IER-provided free webinar presentation on one or more mutually agreed upon dates;
 - b. The training will further consist of reading IER's material on citizenship status discrimination regarding International Traffic in Arms Regulations ("ITAR") and the Export Administration Regulations ("EAR"), located at <https://www.justice.gov/crt/page/file/1080256/dl?inline>, and its fact sheet titled "How to Avoid Immigration-Related Discrimination When Complying with US Export Control Laws," located at: [https://www.justice.gov/crt/page/file/1579981/dl#:~:text=The%20ITAR%20and%20the%20EAR,other%20citizenship%20or%20immigration%20statuses](https://www.justice.gov/crt/page/file/1579981/dl#:~:text=The%20ITAR%20and%20the%20EAR,other%20citizenship%20or%20immigration%20statuses;);
 - c. All Covered Personnel will be paid their normal rate of pay, and the training will occur during their normally scheduled workdays and work hours. Respondent shall be responsible for all payroll costs and employee wages associated with these training sessions;
 - d. During the term of the Agreement, all Covered Personnel who assume or resume their duties after the initial training period described in this paragraph has been conducted, shall view an online IER Employer/HR webinar and read the IER materials listed in subpart (b) within 60 calendar days of assuming or resuming their duties; and
 - e. Within 90 calendar days, Respondent shall compile complete attendance records listing the Covered Personnel who attended an IER training, the date they completed the training, their full name, job title, signature, and the date(s) of the training. Respondent shall also include a signed acknowledgement by each Covered Personnel that they have read IER's ITAR/EAR materials linked above. On the same day, Respondent shall send the records via email to Michael.Cowles@usdoj.gov, or any other individual IER designates in writing. The email(s) transmitting attendance records shall have Respondent's name and the reference number DJ# 197-73-629 in the subject line.
11. During the term of this Agreement, IER reserves the right to make reasonable inquiries of Respondent to determine compliance with this Agreement. As part of such review and upon reasonable notice, IER may require written reports

- concerning compliance, examine witnesses, and examine and copy Respondent's documents that IER reasonably determines are relevant to compliance.
12. Nothing in this Agreement limits IER's right to inspect Respondent's Forms I-9 and attachments within three business days pursuant to 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 Investigation.
 14. If IER has reason to believe that Respondent has violated or is violating any provision of this Agreement, IER may exercise its discretion to notify Respondent in writing of the purported violation rather than initiate a new investigation or seek immediate judicial enforcement of the Agreement. Respondent will then be given 45 calendar days from the date IER notifies it in which to cure the violation(s) to IER's satisfaction before IER deems Respondent to be in violation of this Agreement and proceeds to take enforcement actions.
 15. This Agreement resolves any and all differences under 8 U.S.C. § 1324b between IER and Respondent relating to the Investigation through the Effective Date. The provisions of Paragraph 2 notwithstanding, IER shall not seek from Respondent any additional civil penalty for the violation of 8 U.S.C. § 1324b encompassed in the Investigation, designated as DJ# 197-73-629, through the Effective Date.

III. ADDITIONAL TERMS OF SETTLEMENT BETWEEN RESPONDENT, THE UNITED STATES, AND CHARGING PARTY

16. This Agreement sets forth the entire agreement between Respondent and IER as to Part II; and Respondent, IER, and Charging Party as to Part III; and Respondent and Charging Party as to Part IV, and fully supersedes any and all prior agreements or understandings between any or all of 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 the relevant parties to each Part and shall not be construed against those parties in the event of a subsequent dispute concerning the terms of the Agreement. The Parties agree that the paragraphs set forth in Parts II and IV of this Agreement are material terms of the Agreement between the parties bound to those parts, without waiver of any party's right to argue that other terms in the Agreement are material.
17. Should any court declare or determine that any provision(s) of this Agreement is/are illegal or invalid, the validity of the remaining parts, terms, or provisions

shall not be affected, and said illegal or invalid part, 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.


18. The Parties shall each bear their own costs, attorneys' fees, and other expenses incurred in this action.
19. The United States District Court for the Northern District of Texas 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.
20. 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.
21. The parties agree that, as of the Effective Date of this Agreement, litigation concerning the alleged violations of 8 U.S.C. § 1324b that IER investigated 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.

IV. TERMS OF AGREEMENT BETWEEN CHARGING PARTY AND RESPONDENT

22. In consideration for the payment to Charging Party as specified in Paragraph 4 of this Agreement, Charging Party releases, absolves and discharges Respondent from liability for any claims or causes of action under 8 U.S.C. § 1324b that were the subject of the Investigation through the Effective Date.
23. Charging Party agrees that, to receive payment from Respondent of any additional monies beyond what is specified in Paragraph 4, the Charging Party and Respondent must execute the separate bilateral Release Agreement between them (attached as Exhibit A).
24. Charging Party acknowledges that she has read and understands Paragraph 4 and Part IV of this Agreement, which constitutes a release and waiver of claims, and she is executing this Agreement knowingly, voluntarily and without coercion. Charging Party is represented by counsel and has had the opportunity to seek her counsel regarding this Agreement.

Riata Corporate Group, LLC

By:


Michael S. Haynes
General Counsel

Dated: 4-1-24

Charging Party


By:



Dated: 4/1/2024

Immigrant and Employee Rights Section

By:


Alberto Ruisanchez
Deputy Special Counsel

Dated: 4-4-2024

Jodi Danis
Special Litigation Counsel

Michael O'Keefe Cowles
Trial Attorney