



Billie A. Maggard
YAKIMA COUNTY CLERK

**STATE OF WASHINGTON
YAKIMA COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,

Plaintiff,

v.

CORNERSTONE RANCHES, LLC;
CORNERSTONE ORCHARDS,
LLC; and CORNERSTONE FARM
MANAGEMENT, INC.,

Defendants.

No. 25-2-01914-39

CONSENT DECREE

I. INTRODUCTION

1.1. The State of Washington, by and through its attorneys, Nicholas Brown, Attorney General, and Alyson Dimmitt Gnam and Alexia Diorio, Assistant Attorneys General, brought this action against Defendants Cornerstone Ranches, LLC, Cornerstone Orchards, LLC, and Cornerstone Farm Management, Inc. (collectively, "Cornerstone"), to enforce the Washington Law Against Discrimination (WLAD) and the Consumer Protection Act (CPA).

1.2. Defendants are for profit corporations in the business of growing hops and apples in the Yakima Valley. At all relevant times, Cornerstone maintained its principal place of business in Toppenish, Yakima County, Washington.

1.3. The State alleges that Cornerstone violated the WLAD, RCW 49.60.030(1)(a) and RCW 49.60.180(1)–(3), by:

- a. Discharging and laying off employees because of their immigration status and/or sex in favor of hiring H-2A Temporary Agricultural Workers ("H-2A workers).
- b. Discriminating in the compensation, terms, conditions, or privileges of employment because of employees' immigration status and/or sex while giving H-2A workers more favorable terms and conditions of employment.
- c. Applying more stringent productivity standards to domestic workers in a manner that resulted in discrimination because of immigration status and/or sex.
- d. Failing or refusing to hire employees because of their immigration status and/or sex, while hiring H-2A workers each year.
- e. Applying more stringent employment eligibility requirements to prospective domestic workers than to employees recruited through the H-2A Temporary Agricultural Worker Program ("H-2A Program").
- f. Otherwise discriminating against domestic employees and domestic job seekers on the basis of immigration status and/or sex.

1.4. The State also alleges that Cornerstone violated the CPA, RCW 19.86.020, by:

- a. Unfairly or deceptively omitting or failing to notify domestic job seekers who sought employment on Cornerstone's sign-up list of current or upcoming job openings.
- b. Unfairly or deceptively representing or creating a deceptive net impression that Cornerstone would call domestic job seekers if there were opportunities to work.
- c. Unfairly or deceptively representing to domestic job seekers that no jobs were currently available.

d. Unfairly or deceptively failing to disclose the availability of job opportunities at the required pay rate pursuant to the H-2A Clearance Order to domestic job seekers and domestic worker employees.

e. Unfairly or deceptively failing to disclose the availability of job opportunities with a three-quarter guarantee of work hours pursuant to the Clearance Order to domestic job seekers and domestic worker employees.

f. Unfairly or deceptively representing to the labor pool through materially misleading job postings that job terms included payment of the Adverse Effect Wage Rate and a guarantee of work for three-quarters of the days of the contract period.

1.5. The Parties agree that this Court has jurisdiction over the subject matter of the claims alleged and the Parties to this lawsuit.

1.6. The Parties have agreed to resolve all allegations made by the State via the entry of this Consent Decree without the need for further proceedings to determine any issue of law or fact.

1.7. Defendants agree they will not oppose the entry of this Consent Decree on the ground that it fails to comply with Rule 65(d) of the Superior Court Civil Rules and hereby waive any objections based thereon.

1.8. Defendants deny the factual assertions by State of Washington, as well as the legal assertions arising therefrom. Defendants enter this Consent Decree for the purposes of assuring future compliance with Washington law in the use of the H-2A program and eliminating the risk and uncertainty of litigation.

1.9. Defendants waive any right they may have to appeal from this Consent Decree.

1 **THEREFORE, it is hereby ORDERED, ADJUDGED, and DECREED as follows:**

2 **II. INJUNCTIONS**

3 **2.1.** The injunctive provisions of this Consent Decree shall apply to Defendants and
4 their successors, assigns, transferees, officers, agents, servants, employees, representatives, and
5 all other persons in active concert or participation with Defendants.

6 **2.2.** Defendants shall be enjoined and restrained from engaging in the following acts
7 or practices:

8 **a.** Discriminating in the terms and conditions of employment on the basis of
9 sex and/or immigration status, or any other protected characteristic under
10 the WLAD, including but not limited to discrimination through the
11 imposition of unlawful productivity standards.

12 **b.** Failing to hire, discharging, or laying off employees on the basis of sex
13 and/or immigration status, or any other protected characteristic under the
14 WLAD.

15 **c.** Misrepresenting to domestic employees or domestic job seekers the terms
16 and conditions of employment with Defendants, including the job
17 eligibility requirements, wages, and the availability of work, whether in
18 job advertisements, Form ETA-790 Job Orders, or by any other means.

19 **2.3.** Defendants may only use the H-2A Program during the term of this Consent
20 Decree so long as Defendants fulfill the following conditions and demonstrate compliance to the
21 Office of the Attorney General through the reporting obligations set forth in Paragraphs 6.3 and
22 6.4. The following obligations are in place in any year Defendants use the H-2A Program:

23 **a.** For the 2026 season, positively recruit former domestic employees for all
24 job opportunities within the 2026 job order, including by calling or
25 sending a text message to the last known phone number of every
26 employee who worked in the 2025 season, and sending a written notice

1 of job opportunity with instructions for applying to the job to the last
2 known address of all domestic employees employed since January 1,
3 2022. Such calling or mailing shall be completed in the window between
4 30 and 60 days prior to the start of work on any job order. For 2027 and
5 subsequent seasons, Cornerstone will engage in positive recruitment by
6 sending a written notice of job opportunity with instructions for applying
7 to the job to the last known address of all domestic employees employed
8 the prior season. Any former employee positively recruited for a job order
9 by Cornerstone under Paragraph 2.3 will be informed about the expected
10 dates of availability of work under the job order, and expected terms of
11 employment, and if they agree to such terms, shall be treated as a qualified
12 job applicant under Paragraph 2.3.e. Former employees will be notified
13 within a week if they are hired.

14 **b.** Create and maintain accessible means for domestic job seekers who
15 appear at Cornerstone's office seeking work to sign up and apply for job
16 opportunities at Cornerstone, including providing at the Cornerstone
17 office sign-up and application instructions in English and Spanish, and
18 paper-based alternatives to any electronic sign-up and application.

19 **c.** Clearly and accurately inform all domestic job seekers about the
20 availability of work under any job order or approved clearance order if
21 one is in effect, as well as the terms and conditions of such employment,
22 by providing accurate verbal information about the current availability of
23 such work and, if not currently available, the anticipated time when work
24 will become available; a verbal summary of the terms and conditions of
25 the job; and a copy of the Clearance Order or a summary of its material
26 terms if one is in effect. If no one is available at the Cornerstone office to

1 provide the information verbally, Cornerstone shall ensure that a copy of
2 the job order is available via the QR code posted on the door and also in
3 the notebook in a public and accessible front office location. Upon request
4 by a domestic job applicant Cornerstone may also text or email the job
5 order or a summary thereof.

6 **d.** Consider all domestic job seekers and all qualified job applicants for
7 Cornerstone job opportunities and accept and hire all qualified domestic
8 workers, up to the amount of workers approved in any job order or H-2A
9 clearance order, who apply for employment opportunities at Cornerstone
10 up through the first half of any clearance order, provided those domestic
11 workers agree to perform the tasks as described in and for the duration of
12 the term set forth in any clearance order. Individuals will be considered
13 job applicants when they agree to the terms of employment in response to
14 a recruitment contact by Cornerstone under Paragraph 2.3.a, sign up at the
15 Cornerstone office, or otherwise apply for work at Cornerstone, including
16 by applying via the QR code. Returning workers who have been employed
17 by Defendants within the last six months will not be required to complete
18 any duplicative job applications, but may be required to update
19 demographic and tax information or confirm the same has not changed.

20 **e.** When work is available under an approved job order, and must be offered
21 during the first half of the contract, process and onboard the job seeker
22 within two business days (Monday–Friday) of the day the job seeker
23 accepts the terms of the employment position and provide the worker with
24 a prompt, scheduled start date.

25 **f.** For any job applicant not hired during the period of positive recruitment
26 and through the first half of any clearance order, advise that worker of the

1 reason they were not hired. Reasons for not hiring a recruited worker or
2 applicant may include that the recruited worker declined the opportunity
3 to perform the entirety of the offered contract or otherwise failed to
4 affirmatively accept its terms.

5 g. Cornerstone will call all workers who indicate they are seeking work on
6 Cornerstone's "I Want to Work List" either in person or through the
7 associated QR code and advise them of the availability of work under any
8 applicable job order. During the period of positive recruitment and the
9 first half of the clearance order, such calls shall be made within three (3)
10 business days. If work is not currently available under a job order, and/or
11 if the term of any job order is more than halfway completed, Cornerstone
12 will advise workers of when Cornerstone anticipates work will next be
13 available.

14 h. By the first date of the Clearance Order or first day of a corresponding
15 domestic worker's employment during the duration of any Clearance
16 Order, disclose all terms and conditions of work to domestic employees
17 through a copy of the Clearance Order or summary of the material terms
18 in the workers' language.

19 i. Give the same terms and conditions of employment to all corresponding
20 domestic employees as to H-2A employees, including hours amounting
21 to a minimum of three-quarters of the work defined by the Clearance
22 Order, the same or equivalent job assignments, the same provision of tools
23 to complete the work, and the same pay.

24 j. Refrain from terminating or laying off any domestic workers who have
25 accepted the job order without a lawful, job-related reason and until all
26 H-2A workers in similar employment are laid off; but if Defendants do

1 lay off any domestic workers for a lawful, job-related reason, offer any
2 subsequent job opportunities to those domestic employees laid off.

3 **k.** Cornerstone will not impose piece-based productivity standards on
4 workers, except as explicitly approved by ESD and DOL, and in that case,
5 such standards would apply equally to all workers including domestic
6 workers, H-2A workers, and workers employed through farm labor
7 contractors.

8 **2.4.** The Attorney General's Office will notify Defendants by November 1, 2026, and
9 each November 1 thereafter for the duration of this Consent Decree, whether the obligations in
10 Paragraph 2.3 required for participation in the H-2A Program have been met such that
11 Defendants' participation in the H-2A Program for the following year appears consistent with
12 the terms of this Consent Decree. In the event the Attorney General contends that Defendants
13 have failed to materially satisfy their obligations in Paragraph 2.3, the parties will engage in
14 good faith negotiations to determine whether there are curative steps that will enable Defendants
15 to participate in the H-2A program the following year.

16 **III. ADOPTION OF NONDISCRIMINATION POLICIES**

17 **3.1.** Within forty-five (45) days of entry of this Consent Decree, Defendants shall
18 adopt policies against harassment, discrimination, and retaliation ("Nondiscrimination Policy")
19 for all employees. Defendants shall provide the Office of the Attorney General with the
20 opportunity to review and comment on the Nondiscrimination Policy prior to its adoption.
21 Defendants shall make the Nondiscrimination Policy available in English and Spanish.

22 **3.2.** The Nondiscrimination Policy shall at a minimum:

23 **a.** State that it is the policy of Defendants to comply with the WLAD and
24 the CPA by ensuring that employment opportunities are available to all
25 persons without regard to their sex, status as a domestic worker, or any
26 other protected characteristic under the WLAD.

- 1 **b.** State that it is the policy of Defendants to clearly and accurately represent
2 the terms and conditions of employment, including job eligibility
3 requirements, wages, and the availability of work.
- 4 **c.** State that retaliation against individuals who raise concerns under this
5 policy is strictly prohibited.
- 6 **d.** Specify the means by which workers may make a complaint of
7 discrimination, harassment, or other problem with work conditions at
8 Defendants' farms or operations and provide that complaints may be
9 made in a worker's primary language and may be made anonymously.
- 10 **e.** Provide information about Defendants' investigation process upon
11 receiving a complaint, including Defendants' commitment to keep the
12 identity of the employee making the complaint and the identity of the
13 individual(s) accused as confidential as reasonably possible while
14 Defendants investigate the complaint and that Defendants will provide a
15 complainant with a summary of their investigation upon request.
- 16 **f.** Include a statement from Defendants that the company's owners and
17 managers encourage employees who believe they have experienced
18 discrimination, harassment, and/or retaliation to file a complaint.

19 **3.3.** Within sixty (60) days of entry of this Consent Decree, Defendants shall post a
20 copy of the Notice at Appendix A in English and Spanish, the Nondiscrimination Policy in
21 English and Spanish, and the Consent Decree at Defendants' ranch office in a location where it
22 is visible to all employees and job seekers. Defendants shall provide proof of this posting to the
23 Office of the Attorney General through the reporting obligations set forth in Section VI.

24 **3.4.** Within sixty (60) days of entry of this Consent Decree, Defendants shall distribute
25 a copy of the Nondiscrimination Policy in English and Spanish and the Notice at Appendix A in
26 English and Spanish to every current employee. Employees hired after this distribution will be

1 provided at the time of hiring a hard or electronic copy of the Nondiscrimination Policy in
2 English and Spanish and for those hired at any time before December 31, 2026 the Notice at
3 Appendix A in English and Spanish. Defendants shall provide proof of this distribution to the
4 Office of the Attorney General through the reporting obligations set forth in Section VI.

5 **3.5.** Within sixty (60) days of entry of this Consent Decree, Defendants shall distribute
6 a copy of this Consent Decree and the Nondiscrimination Policy to all principals, directors,
7 managers, executives, officers, supervisors, and administrative employees with any direct
8 involvement in hiring and recruitment. Employees who have the authority to make hiring
9 decisions and or employees who are tasked with recruitment hired after this initial distribution
10 will be provided a copy of the Consent Decree and Nondiscrimination Policy at the time of hiring
11 or promotion. Defendants shall secure a signed statement from each principal, director, manager,
12 executive, officer, supervisor, and administrative employee with any involvement in hiring and
13 recruitment that they have received and read the Consent Decree and Nondiscrimination Policy
14 and have had the opportunity to have questions about the Consent Decree and Nondiscrimination
15 Policy answered. This statement shall be in the form of Appendix B attached hereto. Defendants
16 shall provide proof of this distribution to the Office of the Attorney General through the reporting
17 obligations set forth in Section VI.

18 **IV. COMPLAINT REPORTING AND INVESTIGATION PROCEDURES**

19 **4.1.** Within forty-five (45) days of entry of this Consent Decree, Defendants shall
20 adopt complaint procedures regarding workplace harassment, discrimination, and retaliation
21 (“Complaint Procedures”).

22 **4.2.** The Complaint Procedures shall at a minimum:

- 23 **a.** Provide clear instructions to employees about where and how to make a
24 complaint in writing, by phone, or in person, including providing names,
25 locations, addresses, and phone numbers; and allowing for complaints to
26 be made to managers.

- 1 **b.** Allow complaints to be submitted verbally or in writing in the preferred
2 language of the employee, and if made verbally, Defendant shall
3 document the complaint in writing.
- 4 **c.** Provide a method for employees to make anonymous complaints of
5 harassment or discrimination via voicemail or written complaint.
- 6 **d.** Require that all individuals who receive complaints of harassment,
7 discrimination, or retaliation must report such complaints promptly to
8 Defendants' management.
- 9 **e.** Require Defendants to maintain documentation of the complaint in the
10 personnel file of the individual(s) whose conduct is the subject of the
11 complaint as well as a separate investigation file, and to provide a copy of
12 the complaint to the any identified (non-anonymous) complainant upon
13 request.

14 **4.3.** Within forty-five (45) days of entry of this Consent Decree, Defendants shall
15 adopt investigative procedures to ensure fair and competent investigations of complaints of
16 discrimination, harassment, and/or retaliation ("Investigation Procedures").

17 **4.4.** The Investigation Procedures shall at a minimum include requirements that:

- 18 **a.** Defendants will begin the investigation of a complaint of discrimination,
19 harassment, and/or retaliation within five (5) business days after
20 Defendant management receives the complaint.
- 21 **b.** Defendants will take prompt corrective action to protect the complainant
22 from any ongoing harassment, discrimination, or retaliation during the
23 pendency of the investigation.
- 24 **c.** All investigations will be conducted by an employee who has received
25 training on how to conduct workplace investigations for complaints of
26 harassment, discrimination, and retaliation within the prior year.

- d. Interviews of the complainant and witnesses will be conducted privately.
- e. Identities of complainants and witness, and the facts of the complaint, will be kept confidential to the extent reasonable in the context of the complaint.
- f. The complainant and witnesses will not suffer retaliatory actions by Defendants, including but not limited to, termination or reduction in pay or hours.
- g. Defendants will make every reasonable attempt to remedy discrimination found to have occurred, including offering reinstatement or future job opportunities to workers who were discriminatorily discharged or laid off.
- h. Defendants will determine appropriate disciplinary action for any employee found to have engaged in harassment, discrimination, or retaliation.
- i. Defendants will provide a summary of the investigation and findings to the complainant.

V. TRAINING

5.1. Within ninety (90) days of entry of this Consent Decree, Defendants shall provide trainings to all their principals, managers, supervisory employees with the authority to hire or fire, and administrative employees with direct involvement in hiring and recruitment regarding the terms of this Consent Decree and the Nondiscrimination Policy, as well as Defendants' obligations under the WLAD and the CPA. Subsequent trainings for principals, managers, supervisory employees, and administrative employees with any involvement in hiring and recruitment shall take place annually thereafter, for the duration of this Consent Decree. Defendants shall bear any expenses associated with these trainings. The trainings shall:

- a. Be provided in-person, which includes video conference via live feed.

1 **b.** Be conducted by an independent third party regularly engaged in the
2 business of providing workplace training, or by a retained legal
3 professional. Defendants shall provide the Office of the Attorney General
4 with thirty (30) days' notice of the party selected to provide training.
5 Should the Office of the Attorney General believe that a party is not
6 qualified, the Office of the Attorney General will notify Defendants
7 within fourteen (14) days' receipt of the notice of trainer selection. The
8 parties will work together in good faith to identify mutually agreeable
9 trainers.

10 **c.** The training will specifically inform trainees of their obligations under
11 the Consent Decree, Defendants' Nondiscrimination Policy, the WLAD,
12 and the CPA. This includes educating trainees on deceptive
13 representations of the terms and conditions of employment, including the
14 availability of work, the definition of discrimination, examples of conduct
15 which constitutes discrimination, appropriate responses to complaints of
16 discrimination, and the rights and responsibilities when a complaint of
17 discrimination is made. The training must include an opportunity for
18 trainees to ask questions and have them answered.

19 **5.2.** Within ninety (90) days of entry of this Consent Decree, Defendants shall provide
20 training to all employees about the Nondiscrimination Policy, including the process for reporting
21 discrimination at work as well as Defendants' obligations and employee rights stated in the
22 Notice at Appendix A. The employee training required by this paragraph shall additionally occur
23 at or near the time of each new hire, provided that training for employees hired after December
24 31, 2026, need not include discussion of Appendix A. An outline of the training, or a copy of the
25 video if the training is being provided by video, required by this paragraph must be approved in
26 advance by the Office of the Attorney General.

1 **5.3.** Defendants shall maintain records of the provision of trainings described in
2 Paragraph 5.1 and 5.2 of this Consent Decree, including the date, name of the course, length of
3 the course, name of the instructor, and the name of the individual who completed the course.
4 Copies of these records shall be submitted to the Office of the Attorney General with the Annual
5 Compliance Reports described in Paragraph 6.3.

6 **VI. RECORD KEEPING AND REPORTING**

7 **6.1.** Within ninety (90) days of entry of this Consent Decree, Defendants shall submit
8 a record to the Office of the Attorney General of:

- 9 **a.** Proof of posting of the Notice, Consent Decree, and Nondiscrimination
10 Policy in compliance with Paragraph 3.3.
- 11 **b.** Proof of distribution of the Nondiscrimination Policy in English and
12 Spanish and the Notice in English and Spanish to all employees in
13 compliance with Paragraph 3.4.
- 14 **c.** Proof of distribution of this Consent Decree and the Nondiscrimination
15 Policy to all principals, directors, managers, executives, officers, and
16 administrative employees with direct involvement in hiring and
17 recruitment in the form of signed copies of Appendix B in compliance
18 with Paragraph 3.5.
- 19 **d.** Proof of establishment of the Complaint Procedures and Investigation
20 Procedures in compliance with Section IV.

21 **6.2.** Within one hundred twenty (120) days of entry of this Consent Decree,
22 Defendants shall submit a record to the Office of the Attorney General of all training provided
23 in compliance with Section V. If Defendants seek to participate in the H-2A Program in 2026,
24 within thirty (30) days of entry of this Consent Decree, Defendants shall provide the Office of
25 the Attorney General with:
26

- 1 a. Records of any H-2A Program application(s) by Defendants for 2026, if
2 applicable, as well as records of any decision regarding such
3 application(s), if they exist; and
4 b. A description of any other intended applications for the H-2A Program in
5 2026, including the time period and scope of work for which they seek to
6 employ H-2A workers and the number of workers they seek to employ.

7 **6.3.** If Defendants seek to participate in the H-2A Program for any year during the
8 term of this Consent Decree, Defendants shall provide the Office of the Attorney General with
9 the following Annual Report of Compliance by September 30 each year:

- 10 a. Describe generally how Defendants have complied with their obligations
11 under this Consent Decree in the preceding year.
12 b. Describe Defendants' intended application for the H-2A Program for the
13 subsequent twelve (12) month period, including the time period and scope
14 of work for which they seek to employ H-2A workers and the number of
15 workers they seek to employ.
16 c. Provide records of any H-2A Program application(s) submitted by
17 Defendants during the previous twelve (12) month period, if applicable,
18 as well as records of any decision regarding such application(s), if they
19 exist.
20 d. Describe and provide evidence of the accessible means provided for
21 domestic job seekers to sign up and apply for job opportunities at
22 Cornerstone during the previous twelve (12) month period, including
23 articulating any planned changes to those processes in the following year.
24 e. Describe and provide evidence of Defendants' recruitment of former
25 domestic employees for all job opportunities in any Clearance Order
26 during the previous twelve (12) month period, including but not limited

1 to information and evidence of phone calls and/or mailings and follow up
2 by Defendants.

3 f. Provide the list of all job seekers or qualified job applicants during the
4 previous twelve (12) month period, including but not limited to the "I
5 Want To Work" sign-up lists and QR Code applications. For each of these
6 job seekers or qualified job applicants, Defendants shall provide 1) the
7 manner in which Defendants communicated the availability of work and
8 the availability of work and the terms and conditions of employment; 2)
9 the date and manner in which Defendants contacted the job seeker or
10 qualified job applicant regarding potential employment; 3) whether and
11 when that person was hired; 4) if not hired, the reason why the individual
12 was not available or qualified to work; and 5) the reason for separation
13 from employment.

14 g. Describe and provide evidence of the disclosure of all terms and
15 conditions of employment to every domestic employee who worked at
16 Defendants during the previous twelve (12) month period.

17 h. Provide payroll records of all hourly and piece-rate employees who
18 worked at any time during the previous twelve (12) month period,
19 including the start and end date of their employment and employees'
20 contact information.

21 i. Identify and describe any change or modifications to the policies
22 described at Section III and Section IV.

23 j. Provide proof of the continued posting of the Notice, Consent Decree, and
24 Nondiscrimination Policy in compliance with Paragraph 3.3.

25 k. Provide proof of distribution of the Nondiscrimination Policy to all new
26 employees in compliance with Section III.

- l. Provide a copy of all training materials and attendee information regarding the training described at Section V.

m. Provide the records of any complaints made internally or externally regarding discrimination against domestic or female workers, including copies of any complaint made in or reduced to writing and any record of Defendants response to such complaint.

6.4. To assure compliance with the terms of this Consent Decree, the Office of the Attorney General shall be permitted to inspect and copy all records maintained by Defendants related to their obligations under this Consent Decree, interview or depose their leadership, officers, managers, employees, and/or agents, to propound written discovery on Defendants and to enforce this Consent Decree through any other lawful means.

6.5. Defendants shall notify the State at least thirty (30) days prior to any change in control of Defendants that would change the identity of the corporate entity responsible for compliance obligations arising under this Consent Decree, including but not limited to dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor corporation; or the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this order.

VII. PAYMENT

7.1. Within thirty (30) days of entry of this Consent Decree, Defendants agree to pay \$1,000,000.00 to the Office of the Attorney General. This money shall be referred to as the “Settlement Fund” and will be used for damages, restitution, equitable relief for persons allegedly aggrieved by Defendant’s actions, recovery of fees and costs incurred by counsel for the State in investigating and prosecuting this action, future monitoring and enforcement of this Consent Decree, and any lawful purpose in the discharge of the Attorney General’s duties at the sole discretion of the Attorney General. For those aggrieved persons who receive settlement funds, the AGO understands that such funds shall constitute a global monetary resolution of this

1 matter and will have a preclusive effect on any WLAD or CPA claims arising from the
2 allegations asserted in Section I of this Consent Decree.

3 **7.2.** The payment shall be made by three separate checks. These three checks reflect
4 a global settlement of the above captioned matter and *Castaneda et al. v. Cornerstone et al.*,
5 Case No. 2520155239, filed in Yakima County Superior Court on May 19, 2025. The Office of
6 the Attorney General shall provide instructions for the delivery of these checks within seven (7)
7 days of the entry of this Consent Decree.

8 **7.3.** The Office of the Attorney General shall have exclusive authority to investigate
9 the claims of any individual who may be entitled to payment from the Settlement Fund, decide
10 as to which individuals are so entitled, and determine the appropriate amount that should be paid
11 to each individual. The Office of the Attorney General will make reasonable efforts to locate
12 individuals who may be entitled to payment from the Settlement Fund. To assist the Office of
13 the Attorney General in its efforts to locate those individuals, for a period of twelve (12) months
14 following the entry of this Consent Decree, Defendants will, through their counsel, and upon
15 reasonable request from the Office of the Attorney General, make available within thirty (30)
16 days of such request copies of employee files and records sufficient to identify employees and
17 their last known contact information for the purpose of obtaining additional contact information
18 of former employees of Defendants.

19 **VIII. DURATION AND ENFORCEMENT**

20 **8.1.** This Consent Decree shall be in effect for an initial period of three (3) years from
21 the date of its entry provided Defendants successfully comply with the terms of the Consent
22 Decree; but if Defendants do not comply with the terms of the Consent Decree, it will remain in
23 effect for a total period of five (5) years, unless otherwise specified. The Court shall retain
24 jurisdiction of this Consent Decree to enforce its terms.

1 **8.2.** The State may move the Court to enforce the Consent Decree, or to extend its
2 duration in the event of noncompliance with any of its terms, or if it believes the interest of
3 justice so require.

4 **8.3.** Violation of the material terms of this Consent Decree shall constitute a violation
5 of an injunction for which civil penalties of up to \$12,500 per violation may be sought by the
6 State pursuant to RCW 19.86.140, in addition to such other remedies as may be provided by law,
7 including the imposition by the Court of injunctions, restitution, civil penalties, and costs,
8 including reasonable attorneys' fees.

9 **IX. ADDITIONAL PROVISIONS**

10 **9.1.** Defendants acknowledge and agree that no other promises, representations, or
11 agreements of any nature have been made or entered into by the Parties. The Parties further
12 acknowledge that this Consent Decree constitutes a single and entire agreement that is not
13 severable or divisible, except that if any provisions herein are found to be legally insufficient or
14 unenforceable, the remaining provisions shall continue in full force and effect.

15 **9.2.** Nothing in this Consent Decree shall be construed to limit or bar any other
16 governmental entity or person from pursuing other available remedies against Defendants or any
17 other person.

18 **9.3.** The Parties agree that, as of the date of the entry of this Consent Decree, litigation
19 is not "reasonably foreseeable" concerning the matters described above. To the extent that either
20 party previously implemented a litigation hold to preserve documents, electronically stored
21 information (ESI), or things related to the matters described above, the party is no longer required
22 to maintain such litigation hold. Nothing in this paragraph relieves either party of any other
23 obligations imposed by this Consent Decree.

24 **9.4.** All communications related to this Consent Decree shall be directed to: Wing
25 Luke Civil Rights Division, Office of the Washington State Attorney General, 800 Fifth Avenue,
26 Suite 2000, Seattle, WA 98104-3188.

1 DATED this 22nd day of December, 2025.

2 Elisabeth M. Tutsch
3 Judge

4 Superior Court Judge

5
6 Presented by:

7
8 NICHOLAS W. BROWN
9 Attorney General

10 
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APPENDIX A
NOTICE TO LOCAL WORKERS EMPLOYED BY OR
APPLYING FOR WORK AT CORNERSTONE

- Cornerstone may not discriminate against its employees or people applying to work at Cornerstone because of your immigration status, sex, race national origin, marital status, age, disability, sexual orientation, gender identity, or other characteristics protected by law. These laws apply to all employers in Washington.
- This generally means that so long as you are otherwise qualified and able to perform the essential functions of the position, Cornerstone may not refuse to hire you, discharge you, lay you off, or harass you for any of these discriminatory reasons.
- Cornerstone must inform you truthfully about the availability of work at Cornerstone and the terms of the job, including rate of pay.
- You have a right to complain if you experience discrimination. Cornerstone may not retaliate against you for making a complaint about discrimination.
- Cornerstone may not subject you to productivity standards as a condition of employment that are different than standards it imposes on H-2A workers.
- During the time that Cornerstone employs H-2A workers:
 - Cornerstone must offer you job opportunities for which you are qualified and available before Cornerstone may hire or employ H-2A workers, up until the halfway point of the H-2A contract, and until the total workers approved under the contract have been hired. When you are hired, Cornerstone must provide you written information about the terms of any H-2A contract in the language you speak.
 - Cornerstone may not lay you off unless Cornerstone has a lawful, job-related reason and has already laid off all the H-2A workers doing similar work. Cornerstone must offer you employment when work under the H-2A contract is available again.

If you believe Cornerstone has violated any of these rights or otherwise discriminated against you, you can make a complaint with Cornerstone by contacting Eva in Cornerstone's human resources department at (509) 865-2958 or contacting the Civil Rights Division of the Washington State Office of the Attorney General by calling (833) 660-4877 and selecting option 1 or sending an email to Civilrights@atg.wa.gov.

ANEXO A

**AVISO A LOS TRABAJADORES LOCALES QUE TRABAJAN
O QUE SOLICITAN TRABAJO EN CORNERSTONE**

- Cornerstone no puede discriminar a sus empleados ni a personas que solicitan trabajo en Cornerstone debido a su condición migratoria, sexo, raza, origen nacional, estado civil, edad, discapacidad, orientación sexual, identidad de género u otras características protegidas por la ley. Estas leyes se aplican a todos los empleadores en Washington.
- Por lo general, esto significa que, siempre que usted esté calificado y tenga capacidad para hacer los mínimos requisitos para el trabajo, Cornerstone no puede negarse a contratarlo, despedirlo, suspenderlo ni acosarlo por ninguna de estas razones discriminatorias.
- Cornerstone debe brindarle información veraz sobre la disponibilidad de trabajo en Cornerstone y las condiciones de trabajo, incluido el salario.
- Tiene derecho a presentar una queja si sufre de discriminación. Cornerstone no puede tomar represalias contra usted por presentar una queja por discriminación.
- Cornerstone no puede someterlo a mínimos de rendimiento como condición de empleo que sean diferentes a lo que impone a los trabajadores con visa H-2A.
- Durante el tiempo que Cornerstone emplea trabajadores con visa H-2A:
 - Cornerstone debe ofrecerle oportunidades laborales para las cuales esté calificado y disponible antes de que Cornerstone contrate o emplee a trabajadores con visa H-2A, hasta la mitad del contrato H-2A y hasta que se haya contratado a la totalidad de los trabajadores aprobados en virtud del contrato. Cuando lo contraten, Cornerstone debe brindarle información escrita sobre los términos de cualquier contrato H-2A en el idioma que usted habla.
 - Cornerstone no lo puede descansar, a menos que tenga un motivo legal relacionado con el trabajo y ya haya descansado a todos los trabajadores con visa H-2A que realizan un trabajo similar. Cornerstone debe ofrecerle empleo cuando haya trabajo disponible nuevamente bajo el contrato H-2A.

Si usted cree que Cornerstone infringió alguno de estos derechos o lo discriminó de otra manera, puede presentar una queja ante Cornerstone comunicándose con Eva en el departamento de recursos humanos de Cornerstone a (509) 865-2958 o con la División de Derechos Civiles de la Oficina del Procurador General del Estado de Washington llamando al (833) 660-4877 y seleccionando la opción 1, o enviando un correo electrónico a Cornerstone@atg.wa.gov.

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APPENDIX B
ACKNOWLEDGMENT OF RECEIPT OF CONSENT DECREE AND
NONDISCRIMINATION POLICY

I acknowledge that on _____, 20_____, I was provided copies of the Consent Decree entered by the Yakima County Superior Court in *State of Washington v. Cornerstone Ranches, LLC, et. al*, and the Nondiscrimination Policy. I have read and understand these documents and have had my questions about these documents answered.

Employee's Signature

Employee's Name

Employee's Job Title/Position

Date

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that I caused the foregoing document to be filed with the Yakima County
3 Superior Court. I further certify that I caused this document to be delivered via electronic mail,
4 pursuant to the Parties' electronic service agreement, to the following recipients:

5 Brendan V. Monahan, WSBA #22315
6 Maricarmen Perez-Vargas, WSBA #54344
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13 *Attorneys for Defendants*

14 DATED this 22nd day of December, 2025.

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16 LANE RICHARDS
17 Paralegal
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