

MODEL ORDINANCE



Migration that Works

Migration that Works developed this model ordinance to guide United 2026 FIFA World Cup host cities in adopting ordinances respecting workers' rights and aligning with FIFA's human rights strategy.



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PREAMBLE

WHEREAS, the City's intent in adopting this Ordinance is to protect the rights of all workers in the City, including migrant workers, and to safeguard and promote labor rights, employment rights, and human rights in the City;

WHEREAS, to protect the rights of all workers in the City, the City is guided by and seeks to implement fully the following core principles:

Principle 1: Freedom from Discrimination and Retaliation

Principle 2: Right to Know

Principle 3: Freedom from Economic Coercion

Principle 4: Right to Receive a Contract with Fair Terms and Give Informed Consent

Principle 5: Employer Accountability

Principle 6: Freedom of Movement

Principle 7: Freedom of Association and Collective Bargaining

Principle 8: Access to Justice

NOW THEREFORE,

THE PEOPLE OF THE CITY DO ORDAIN AS FOLLOWS:



SECTION 1. FREEDOM FROM DISCRIMINATION AND RETALIATION

Workers in the City shall have the right to a recruitment and employment experience free of discrimination and retaliation.

1. Non-Discrimination

- a. General. It shall be an unlawful discriminatory practice to do any of the following acts—wholly or partially for a discriminatory reason—based on the actual or perceived race, color, religion, national origin, immigration status, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, or political affiliation of any individual:
 - i. *By an employer* - To fail or refuse to hire, or to discharge, any individual; or otherwise to discriminate against any individual with respect to their compensation, terms, conditions, or privileges of employment, including promotion; or to limit, segregate, or classify their employees in any way which would deprive or limit any individual of employment opportunities, or otherwise adversely affect their status as an employee; or to fail or refuse to refer for employment, or to classify or refer for employment, or to otherwise discriminate against any individual using an international or domestic labor recruiter, recruitment agency, employment agency, or labor organization;
 - ii. *By an international or domestic labor recruiter, recruitment agency, or employment agency* - To fail or refuse to refer for employment, or to classify or refer for employment, any individual, or otherwise to discriminate against, any individual; or
 - iii. *By a labor organization* - To exclude or to expel from its membership, or otherwise to discriminate against, any individual; or to limit, segregate, or classify its membership; or to classify, or fail, or refuse to refer for employment any individual in any way, which would deprive such individual of employment opportunities, or would limit such employment opportunities, or otherwise adversely affect his status as an employee or as an applicant for employment; or
 - iv. *By an employer, international or domestic labor recruiter, recruitment agency, employment agency, or labor organization* -
 1. To discriminate against any individual in admission to or the employment in any program established to provide apprenticeship or other training or retraining, including an on-the-job training program;
 2. To print or publish, or cause to be printed or published, any notice or advertisement, or use any publication form, relating to employment by such an employer, or to membership in, or any classification or referral for employment by such a labor organization, or to any classification or referral for employment by such an international or domestic labor recruiter, recruitment agency, employment agency, unlawfully indicating any preference, limitation, specification, experience requirements, or distinction, based on the race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, matriculation, genetic information, disability, or political affiliation of any individual.
- b. *Drug Screenings.*
 - i. It is unlawful for any employer in this City to fail or refuse to hire a prospective employee because the prospective employee submitted to a screening test and the results of the screening test indicate the presence of any drug.



ii. If an employer in this City requires an employee to submit to a screening test within the first 30 days of employment, the employee shall have the right to submit to an additional screening test, at their own expense, to rebut the results of the initial screening test. The employer shall accept the results of the additional screening test.

- c. **Background Checks.** Employers, international or domestic labor recruiters, recruitment agencies, employment agencies, and labor organizations will not conduct background checks on applicants unless it is required by law. Applicants will not be denied employment solely or in part because of a prior conviction, unless the employer, international or domestic labor recruiter, recruitment agency, employment agency, or labor organization determines that the conviction is job-related. If the employer, international or domestic labor recruiter, recruitment agency, employment agency, or labor organization has determined that a background check is required by law for the position, the background check will be conducted after the employer, international or domestic labor recruiter, recruitment agency, employment agency, or labor organization has selected the best candidate for the position. If a background check yields information that is of concern to the employer, international or domestic labor recruiter, recruitment agency, employment agency, or labor organization, the applicant will be provided an individualized assessment. The applicant will be given an opportunity to review the background check findings and present information regarding inaccuracy, mitigating circumstances, and rehabilitation.
- d. **Subterfuge.** It shall further be an unlawful discriminatory practice to do any of the above said acts for any reason that would not have been asserted but for, wholly or partially, a discriminatory reason based on the actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, matriculation, genetic information, disability, or political affiliation of any individual.

2. Anti-Retaliation: Whistleblower Protections and Freedom from Intimidation.

- a. It shall be an unlawful discriminatory practice to coerce, threaten, retaliate against, or interfere with any person in the exercise or enjoyment of, or on account of having exercised or enjoyed, or on account of having aided or encouraged any other person in the exercise or enjoyment of any right granted or protected under this chapter.
- b. It shall be an unlawful discriminatory practice for any person to require, request, or suggest that a person retaliate against, interfere with, intimidate or discriminate against a person, because that person has opposed any practice made unlawful by this chapter, or because that person has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding or hearing authorized under this chapter.
- c. It shall be an unlawful discriminatory practice for any person to cause or coerce, or attempt to cause or coerce, directly or indirectly, any person to prevent any person from complying with the provisions of this chapter.
- d. **Fines for retaliation.** Any employer, international or domestic labor recruiter, recruitment agency, employment agency, or labor organization that violates this chapter or any regulation promulgated thereunder shall be subject to a fine of not less than \$5,000.00 nor more than \$10,000.00 for each offense. Each such occurrence shall constitute a separate and distinct offense to which a separate fine shall apply.
- e. **Future city contracts.** Any employer, international or domestic labor recruiter, recruitment agency, employment agency, or labor organization that violates this chapter or any regulation promulgated thereunder shall be prohibited from entering into a contract for the sale or lease of goods or services for a period of up to two years.



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- f. A business license may be subject to suspension or revocation if the licensee has been determined by the City to have violated this Ordinance. The City shall take into consideration any harm such a suspension or revocation would cause to employees of the licensee, as well as the good faith efforts of the licensee to resolve any alleged violations after receiving notice.
 - i. A licensee of a City agency who has been found by the City or a court to have violated this Ordinance may be subject to disciplinary action by his or her respective licensing agency.
 - ii. An employer shall not be subject to suspension or revocation under this section for requiring a prospective or current employee to submit, within three business days of the first day of work for pay, an I-9 Employment Eligibility Verification form.
- g. Any person claiming to be aggrieved by a discriminatory employment practice prohibited by this Ordinance ("charging party") shall, within two years of the alleged act of discrimination, sign and file a verified complaint setting forth the particulars of the alleged discriminatory employment practice or other violation of this chapter and containing other information as may be required by the Equal Employment Office. A complaint shall be filed with the Equal Employment Office. The Equal Employment Office shall, within 30 days, investigate or cause to be investigated the complaint. If an investigation reveals that violations of any of the provisions of this Ordinance probably exist, the Equal Employment Office shall immediately endeavor to eliminate or correct the practice or violation complained of by informal methods of conference, conciliation, and persuasion.
 - i. The Equal Employment Office shall follow the complaint procedure established in accordance with paragraph (1)(a) of Section 9 of this Ordinance.
- h. The City shall publish a list of employers, international or domestic labor recruiters, recruitment agencies, employment agencies, or labor organizations that the Equal Employment Office has determined as having probably violated this Ordinance. The City shall publish this list online in a publicly accessible format within two weeks of a finding under this section of the Ordinance.



SECTION 2. RIGHT TO KNOW

1. Workers and prospective workers shall have the right:
 - a. to be informed in a language they understand about the recruitment process;
 - b. to be informed about their rights under U.S. work visa programs; and
 - c. if hired, to a legal employment contract that respects their rights.
2. Employers in the City shall:
 - a. Display a poster, to be developed by the City, outlining workers' rights under federal, state, and local laws. Employers must prominently and conspicuously display this poster in a readily accessible area, so that employees and applicants for employment can observe it easily, and in all physical and electronic places where notices to employees are customarily posted.
3. The City shall look for ways to improve its commitment to workers' right to know, including, but not limited to:
 - b. Developing a poster for display by employers in the City that informs workers of their rights at work under federal, state, and local laws;
 - c. Developing accurate translations of this poster into languages commonly spoken in the City, including by migrant workers;
 - d. Reminding employers of their obligation to display this poster prominently and conspicuously in a readily accessible area, and in all physical and electronic places where notices to employees are customarily posted.



SECTION 3. FREEDOM FROM ECONOMIC COERCION

Workers shall have the right not be charged recruitment fees, and to freedom from economic coercion.

1. PROHIBITION ON RECRUITMENT FEES

The term “recruitment fee” refers to any fee or cost incurred in the recruitment process in order for a worker to secure employment or placement, regardless of the manner, timing or location of the fee or cost imposition or collection, and including those in the form of loans, deductions, or kickbacks.

- a. The term “foreign labor contractor” means any person, other than an employer, who performs any foreign labor contracting activity on behalf of an employer, whether directly or indirectly, including any person who performs foreign labor contracting activity wholly outside of the United States, except that the term does not include any entity of the United States Government.
- b. The term “foreign labor contracting activity” means recruiting, soliciting, hiring, employing, sponsoring, managing, furnishing, processing visa applications for, transporting, or housing an individual who has travelled from outside the United States, to the United States, in furtherance of employment in the United States, including when such activity occurs wholly outside of the United States.
- c. No employer or foreign labor contractor shall assess any recruitment fee to a worker for any foreign labor contracting activity.

2. PROTECTING WORKERS FROM WAGE THEFT

a. Prohibition of Wage Theft:

- i. No employer shall make any deduction from the wages of an employee, except deductions which:
 1. are made in accordance with the provisions of any law or any rule or regulation issued by any governmental agency; or
 2. are expressly authorized in writing by the employee and are for the benefit of the employee; provided that such authorization is kept on file on the employer's premises. Such authorized deductions shall be limited to payments for taxes and withholding of taxes, insurance premiums, pension or health and welfare benefits, contributions to charitable organizations, payments for United States bonds, payments for dues or assessments to a labor organization, and similar payments for the benefit of the employee—if, and only if, the law or the worker's contract requires or authorizes these deductions.
- ii. No employer shall make any charge against wages, or require an employee to make any payment by separate transaction unless such charge or payment is permitted as a deduction from wages under the provisions of subdivision one of this section.
- iii. Nothing in this section shall justify noncompliance relating to assignment of earnings, nor with any other law applicable to deductions from wages.

b. Procedure for Making Complaints Related to Wage Theft:

- i. Any employee; person or organization acting on the employee's behalf; or the recognized and certified collective bargaining agent acting on the employee's behalf, may file with the commissioner a complaint regarding a violation of this section of the Ordinance for an investigation of such complaint and statement setting the appropriate remedy, if any.
The commissioner shall keep the names of employees that are the subject of an investigation confidential until such time that disclosure is necessary for resolution of an investigation or a complaint.



SECTION 3.

Failure of an employer to keep adequate records or provide statements of wages to employees as required under this chapter, in addition to exposing such employer to penalties authorized under this section and the enforcement provisions of Section Nine of this chapter, shall not operate as a bar to filing of a complaint by an employee.

In such a case the employer in violation shall bear the burden of proving that the complaining employee was paid wages, benefits and wage supplements.

- ii. Any employee, or the recognized and certified collective bargaining agent acting on the employee's behalf, contractor, or the recognized and certified labor organization with which the contractor has executed a collective bargaining agreement covering wages, benefits and supplements, may file with the commissioner a complaint regarding an alleged violation of this article or article nineteen of this chapter occasioned by another person, corporation, employer or entities in violation of article thirty-five-E of the general business law for an investigation of such complaint and statement setting the appropriate remedy, if any.
- c. Written Employment Notice: An employer of the City, upon hire, is required to provide a notice to employees of their employment. Also, within 90 days of the effective date of this Ordinance, every employer shall furnish each employee with an updated written notice containing the information required. As proof of compliance, every employer shall retain copies of the written notice furnished to employees that are signed and dated by the employer and by the employee acknowledging receipt of the notice.
 - i. This notice must include:
 - 1. The name of the employer and any "doing business as" (DBA) names used by the employer;
 - 2. The physical address of the employer's main office or principal place of business, and a mailing address, if different;
 - 3. The telephone number of the employer;
 - 4. The employee's rate of pay and the basis of that rate, including:
 - a. Rate by the hour, shift, day, or week (whichever is applicable);
 - b. Salary, piece rate, or commission (whichever is applicable) and method of payment;
 - c. Any allowances claimed as part of the minimum wage, including tip, meal, or lodging allowances;
 - d. Overtime rate of pay or exemptions from overtime pay;
 - e. Living wage or exemptions from the living wage;
 - f. Any applicable prevailing wages; and
 - g. The employee's regular pay day designated by the employer;
 - 5. The City Executive shall make available for employers a sample template of the notice within 60 days of the effective date of the Ordinance. Immediate notice to new employees is required regardless of the template release date.
 - d. Wage Payment Liability
 - i. When the employer is a subcontractor and has failed to pay an employee any wages earned, the subcontractor and the general contractor shall be jointly and severally liable to the subcontractor's employees for violations of this Ordinance, and any other relevant acts or ordinances.
 - ii. When a temporary staffing firm employs an employee, who performs work on behalf of or to the benefit of another employer pursuant to a temporary staffing arrangement or contract for services,



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both the temporary staffing firm and the employer shall be jointly and severally liable for violations of this Ordinance, and any other relevant acts or ordinances.

iii. Every employer shall pay wages earned to his employees on regular paydays designated in advance by the employer and at least twice during each calendar month.

e. Notice of Complaint

i. For any employer alleged to be in non-compliance with this City Ordinance, the City Executive shall deliver two (2) notices to the employer:

1. A Notice of Complaint that specifies:

- a. The alleged violation;
- b. Potential damages, penalties, and other costs;
- c. Rights and obligations of the parties; and
- d. Process for contesting the complaint;

2. A Notice of Investigation that must be posted for all employees to see for a period of at least 30 days that specifies:

- a. An investigation is being conducted; and
- b. Information for employees on how they may participate;

f. The city shall establish a special Wage Theft Prevention Fund ("Fund"), which shall be administered by the relevant City Department. The Fund shall be used to enforce the provisions of this City Ordinance and any other relevant acts or ordinances.



SECTION 4. RIGHT TO RECEIVE A CONTRACT WITH FAIR TERMS AND GIVE INFORMED CONSENT

Workers shall have the right to a legal employment contract that respects their rights and ensures their informed consent before hiring.

1. Employers in the City shall:

- a. Provide employees with an accurate copy of a signed written employment contract that respects the employee's rights under federal, state, and local laws, and that is written in a language that the employee understands;
- b. Upon request by an employee or their agent, provide employees with additional accurate copies of their signed written employment contracts within a reasonable period of time, not to exceed 72 hours following the request.



SECTION 5. EMPLOYER ACCOUNTABILITY

Workers shall have the right to be recruited for work in the U.S. under a system that holds the employer accountable for any and all abuses suffered during their recruitment and employment.

1. In order to ensure employer accountability, the City hereby amends its procurement policy to include the following:
 - a. The City will cause the construction manager ("CM") to give priority to contractors and subcontractors for construction of Developments that meet the following criteria (hereinafter "High Road Contractor"):
 - i. Performs work or provides labor through employees,
 - ii. Participates in a U.S. Department of Labor-certified apprenticeship program, and
 - iii. Provides ACA-compliant insurance or coverage to employees;
 - b. Provided however, nothing in this section shall be deemed to restrict or inhibit the Developer or CM from using efforts to include Service-Disabled Veteran Business Enterprises ("SDV/BE"), Minority/Women Owned Business Enterprises ("MBE/WBE") and local Small Business Enterprises ("SBE"), or complying with the MBE provisions set forth herein.
 - c. "Priority" means the CM will assign greater weight to the criteria above when selecting contractors through CM's bidding and procurement process for Developments.
 - d. Notwithstanding the foregoing priority requirement, because of the particularly vulnerable nature of unskilled and low-skilled workers in the following areas, The City shall cause the CM to select High Road Contractor(s), unless not cost competitive, with preference given to MBE(s), to perform the following work:
 - e. The City will create a list of contractors who meet all of the above criteria and who have also committed to hiring through the Hiring program. The City will provide all contractors on this list with prior notice to allow such contractors the opportunity to participate in the selection process. The City shall also use best efforts to provide prior notice to allow SDV/BE, MBE/WBE and SBE businesses the opportunity to participate in the selection process. The City will endeavor to incubate SDV/BE, MBE, WBE, and SBE High Road Contractors by providing consultation and referrals related to services such as bonding, licensure, and employee healthcare coverage, apprenticeship utilization, and direct labor sources.



SECTION 6. FREEDOM OF MOVEMENT

Workers shall have the right to move freely while working or living in the City.

1. It shall be unlawful for any person to knowingly destroy, conceal, remove, confiscate, or possess, an actual or purported passport or other immigration or identity document of another individual:
 - a. in the course of violating any section of this Ordinance;
 - b. with intent to violate any section of this Ordinance;
 - c. in order to, without lawful authority, maintain, prevent, or restrict the labor of services of the individual.
2. It shall be unlawful for any person to directly, indirectly, or impliedly threaten to violate subparagraph (2) of this Section:
 - a. in the course of violating any section of this Ordinance;
 - b. with intent to violate any section of this Ordinance;
 - c. in order to, without lawful authority, maintain, prevent, or restrict the labor of services of the individual.



SECTION 7. FREEDOM OF ASSOCIATION AND COLLECTIVE BARGAINING

Workers shall have the right to form and join unions and to bargain and advocate collectively to defend their rights and interests.

1. Freedom of Association—Migrant Worker Access

a. Right of access of invited guest

- i. A resident of a migrant labor camp or residential migrant housing may decide who may visit them in the resident's private living quarters. A person may not prohibit or attempt to prohibit an invited guest access to or egress from the private living quarters of the resident who invited the guest by the erection or maintenance of any physical barrier, by physical force or violence, by threat of force or violence, or by any verbal order or notice given in any manner. Any invited guest must leave the private living quarters upon the reasonable request of a resident residing within the same private living quarters.

b. Right of access of union organizers

- i. A resident of a migrant labor camp or residential migrant housing has the right of access by union organizers to the resident's private living quarters and to the common areas of a migrant labor camp or residential migrant housing for the purpose of meeting and talking with residents and soliciting their support.

c. Right of access of others

- i. Other authorized visitors have a right of access to or egress from the common areas of a migrant labor camp or residential migrant housing as provided in this subsection. A person may not prohibit or attempt to prohibit other visitors access to or egress from the common areas of a migrant labor camp or residential migrant housing by the erection or maintenance of any physical barrier, by physical force or violence, by threat of force or violence, or by any verbal order or notice given in any manner, except as provided in this section. Owners or operators of migrant labor camps or residential migrant housing may adopt reasonable rules regulating hours of access to housing, if such rules permit at least 4 hours of access each day during nonworking hours Monday through Saturday and between the hours of 12 noon and 8 p.m. on Sunday. Any other authorized visitor must leave the private living quarters upon the reasonable request of a person who resides in the same private living quarters.

d. Civil action

- i. Any person prevented from exercising rights guaranteed by this section may bring an action in the appropriate court of the county in which the alleged infringement occurred; and, upon favorable adjudication, the court shall enjoin the enforcement of any rule, practice, or conduct that operates to deprive the person of such rights.

e. Civil liability

- i. Other visitors are licensees, not guests or invitees, for purposes of any premises liability.

f. Other rules

- i. Migrant labor camp and residential migrant housing owners or operators may adopt rules regulating



SECTION 7.

access to a camp only if the rules are reasonably related to the purpose of promoting the safety, welfare, or security of residents, visitors, workers, or the owner's or operator's business.

g. Posting required

- i. Rules relating to access are unenforceable unless they have been conspicuously posted in the migrant labor camp or migrant residential housing and a copy has been furnished to the department.

h. Limitations.

- i- This section does not create a general right of solicitation in migrant labor camps or residential migrant housing. This section does not prohibit the erection or maintenance of a fence around a migrant labor camp or residential migrant housing if one or more unlocked gates or gateways in the fence are provided; nor does this section prohibit posting the land adjacent to a migrant labor camp or residential migrant housing if access to the camp is clearly marked; nor does this section restrict migrant workers residing within the same living quarters from imposing reasonable restrictions on their fellow residents to accommodate reasonable privacy and other concerns of the residents.

2. Sanctuary City Policy

- a. The Police Department of the City shall not participate in the voluntary program authorized by section 287(g) of the Immigration and Nationality Act, 8 U.S.C. § 1357, or any other similar program.
- b. The City and its agents shall not honor immigration detainer requests or administrative warrants from Immigration and Customs Enforcement ("ICE") or Customs and Border Patrol ("CBP") or United States Citizenship and Immigration Services ("USCIS"), or hold any person upon receipt of a detainer request or administrative warrant from ICE, CBP, or USCIS unless such request or warrant is a valid and properly issued judicial criminal warrant.
- c. Any such request received by the City shall be sent to the Chief Law Enforcement Officer for review. No individual shall be held in the City's custody due to the receipt of such a request or warrant without the approval of the Chief Law Enforcement Officer;
- d. The City shall resist any improper effort by the federal government to withhold or withdraw federal funding as a result of the City's policies to protect and defend its residents, including immigrants and members of religious minorities.



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SECTION 8. ACCESS TO JUSTICE

Workers shall have the right to access justice for abuses suffered in the course of their recruitment and during their employment in the City.

1. The City shall look for ways to improve and enforce its commitment to workers' right to access to justice, including, but not limited to:
 - a. Enhancing access to legal representation by establishing a legal defense fund for no-cost legal representation of City residents, including migrant workers working and/or residing in the City on a temporary or seasonal basis, in civil rights, employment, and immigration proceedings;
 - b. Creating a directory of low-cost and no-cost services and benefits available to low-income workers, migrant workers, and immigrant workers, including but not limited to mental, dental and medical health services, social services, legal services and providers, and any other public benefits-related services for which the worker may be eligible;
 - c. Creating a directory of phone numbers of city agencies whose work is relevant to this Ordinance and other related acts and ordinances.



SECTION 9. ENFORCEMENT PROVISIONS

1. Complaints and Investigations

a. The City shall

- i. shall establish a process for the timely receipt, investigation, and disposition of complaints filed by any person, including complaints respecting a foreign labor contractor's compliance with this subtitle; and
- ii. either pursuant to the process required by subparagraph (3)(a) of this section or otherwise, may investigate employers or foreign labor contractors, including actions occurring in a foreign country, as necessary to determine compliance with this Ordinance.

2. Administrative Enforcement

- a. General.—If the City finds, after notice and an opportunity for a hearing, any foreign labor contractor or employer failed to comply with any of the requirements of this subtitle, in addition to and apart from any other penalties or remedies provided for in this City Ordinance or other relevant acts or ordinances, the Secretary may impose the following against such contractor or employer—
 - i. a fine in an amount not more than \$600 per violation for each employee or person whose rights under this City Ordinance or other relevant acts or ordinances are violated for each day the violation occurred or continued; and
 - ii. upon the occasion of a third violation or a failure to comply with representations, a fine of not more than \$2,000 for each employee or person whose rights under this City Ordinance or other relevant acts or ordinances are violated for each day the violation occurred or continued.

3. Criminal Penalties.

- a. Any employer who negligently fails to comply with the provisions of this City Ordinance or other relevant acts or ordinances shall be guilty of a misdemeanor and, upon conviction, shall be fined:
 - i. For the first offense, an amount per affected employee of not more than \$3,000; for any subsequent offense, an amount per affected employee of not more than \$6,000.
- b. Any employer, and the officers and agents of any corporation, partnership, or limited liability company who knowingly permit the corporation, partnership, or limited liability company to violate this Ordinance, who willfully fails to comply with the provisions of this City Ordinance or other relevant acts or ordinances shall be guilty of a misdemeanor and, upon conviction, shall be fined:
 - i. For the first offense, an amount not more than \$10,000 or imprisoned not more than 30 days, or both; for any subsequent offense, an amount not more than \$20,000, or imprisoned not more than 90 days, or both.
 - ii. In determining the penalty, the court shall consider the severity of the violation, the size of the employer, and the employer's good faith effort to comply with the requirements of subsection (a) of this section.

- 4. **Authority to Ensure Compliance.**—The City is authorized to take other such actions, including issuing subpoenas and seeking appropriate injunctive relief and recovery of damages, as may be necessary to assure compliance with the terms and conditions of this subtitle.



a. Civil Action.—

i. General. The City or any person aggrieved by a violation of this subtitle may bring a civil action against any foreign labor contractor or employer in any court of competent jurisdiction—

1. to seek remedial action, including injunctive relief;
2. to recover damages on behalf of any worker harmed by a violation of this subsection; and,
3. to ensure compliance with requirements of this section.

ii. Actions by the City Attorney

1. Sums recovered

a. Any sums recovered by the City on behalf of a worker under paragraph (1) shall be held in a special deposit account and shall be paid, on order of the City Attorney, directly to each worker affected, regardless of the worker's citizenship or any litigation. If the City is unable to pay any such sums to a worker within a period of five years, the City shall credit the sums as an offsetting collection to the appropriations account of the City Attorney for expenses for the administration of this section and shall remain available to the City Attorney until expended or may be used for enforcement of the laws within the jurisdiction of the wage and hour division or may be transferred to the Secretary of the U.S. Department of Health and Human Services for the purpose of providing support to programs that provide assistance to victims of trafficking in persons or other exploited persons. The City Attorney shall work with any attorney or organization representing workers to locate workers owed sums under this section.

5. Representation

a. Actions by individuals.

i. Award

1. In an individual's civil action under this section, if the court finds that the defendant has violated any provision of this subtitle, the court may award—

- a. damages, up to and including an amount equal to the amount of actual damages, and statutory damages of up to \$20,000 per plaintiff per violation, or other equitable relief, except that for statutory damages—
 - i. multiple infractions of a single provision of this subtitle (or of a regulation under this subtitles) shall constitute only one violation for purposes of determining the amount of statutory damages due to a plaintiff; and
 - ii. if such complaint is certified as a class action the court may award—
 - iii. damages up to an amount equal to the amount of actual damages; and
 - iv. statutory damages of no more than the lesser of up to \$5,000 per class member per violation, or up to \$200,000; and other equitable relief;
- b. reasonable attorneys' fees and costs; and
- c. such other and further relief, including declaratory and injunctive relief, as necessary to effectuate the purposes of this subtitle.

ii. CRITERIA

1. In determining the amount of statutory damages to be awarded under subparagraph (A), the court is authorized to consider whether an attempt was made to resolve the issues in dispute before the litigation.

a. APPEAL

i. Any action brought under this section shall be subject to appeal.

b. ACCESS TO LEGAL SERVICES

i. The City will provide legal assistance at no cost for any non-citizen with respect to any provision of this ordinance.



SECTION 10. SEVERABILITY

1. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by any court of a competent jurisdiction's decision, the decision shall not invalidate this Ordinance's remaining portions. The City Manager declares that he or she would have adopted this Ordinance and each of its sections, subsections, sentences, clauses, phrases, and portions irrespective of the fact that anyone or more sections, subsections, sentences, clauses, phrases, or portions were to be declared invalid or unconstitutional.

