

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made and entered into by and among MicroLink Devices (“Respondent”) and the United States Department of Justice, Civil Rights Division, Office of Special Counsel for Immigration-Related Unfair Employment Practices (“Office of Special Counsel”).

WHEREAS, on July 25, 2011, the Office of Special Counsel opened an independent investigation of Respondent based on potential citizenship status discrimination in violation of the unfair immigration-related employment practices provisions of 8 U.S.C. § 1324b (the “Act”).

WHEREAS, the Office of Special Counsel concluded based upon its investigation that there is reasonable cause to believe that Respondent committed citizenship status discrimination in violation of the Act during the period from October 2009 to February 2012.

WHEREAS, Respondent, without admitting to any of the allegations as set forth in this Agreement, or any specific violations of the Act, is voluntarily entering into this Agreement with the Office of Special Counsel and does so to avoid the costs associated with litigation.

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, it is agreed as follows:

1. To fully and finally resolve all disputes among the parties hereto as of the date of this Agreement, Respondent agrees to pay a civil penalty to the United States Treasury in the amount of twelve thousand dollars (\$12,000.00).
2. The monies discussed in paragraph 1 shall be paid by cashier’s check payable to the “United States Treasury” and mailed by express delivery service, along with a copy of the fully signed Agreement, to the following address, within ten (10) business days of Respondent’s receipt of a fully signed copy of this Agreement:

Ronald Lee
U.S. Department of Justice
Office of Special Counsel for Immigration-Related Unfair Employment Practices
1425 New York Ave, NW, Room 9000
Washington, DC 20005

On the same day a copy of such check and the express delivery service tracking number for this mailing shall be sent to Ronald Lee at Ronald.Lee@usdoj.gov.

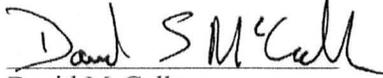
3. Respondent agrees that it shall not discriminate on the basis of citizenship status or national origin in violation of 8 U.S.C. § 1324b.
4. Respondent agrees that it shall not discriminate on the basis of citizenship or immigration status, or national origin, in any of its job advertisements unless required to comply with

law, regulation, or executive order, or required by Federal, State, or local government contract, or which the Attorney General determines to be essential for an employer to do business with an agency or department of the Federal, State, or local government..

5. Respondent agrees that it will not intimidate, threaten, coerce, or retaliate against any person for his or her participation in this matter or the exercise of any right or privilege secured by 8 U.S.C. § 1324b.
6. Within ninety (90) days of receipt of a fully signed copy of this Agreement, all employees with any responsibility for recruitment, selection, and hiring process shall receive training on their responsibilities to comply with 8 U.S.C. § 1324b and the employment eligibility verification and reverification process as it relates to discrimination on the basis of citizenship status or national origin.
 - (a) The training will consist of viewing a remote webinar presentation.
 - (b) All employees will be paid their normal rate of pay, and the training will occur during their normally scheduled workdays and work hours;
 - (c) For a period of three years from the effective date of this Agreement, all new personnel with such responsibilities hired by Respondent must attend a webinar presentation within thirty (30) days of hire.
7. Within ninety (90) days of receipt of a fully signed copy of this Agreement, Respondent will present for Office of Special Counsel approval all manuals, policies, and handbooks describing its recruitment, selection, and hiring practices to conform with requirements of 8 U.S.C. § 1324b. During the two (2) years following the effective date of this Agreement (the "Reporting Period"), Respondent shall provide any changes such policies as they relate to nondiscrimination on the basis of citizenship status and national origin to the Office of Special Counsel for review within thirty (30) days of the effective date of such revised policies.
8. During the Reporting Period, the Office of Special Counsel reserves the right to make reasonable inquiries to Respondent necessary to determine Respondent's compliance with this Agreement. As a part of such review, the Office of Special Counsel may request posted job announcements, require written reports concerning compliance, inspect Respondent's premises, examine witnesses, and examine and copy Respondent's documents.
9. If the Office of Special Counsel has reason to believe that Respondent is in violation of any provision of this Agreement, the Office of Special Counsel shall promptly notify Respondent of the purported violation. Respondent will then be given a thirty (30) day period from the date it is notified by the Office of Special Counsel in which to cure the violation before Respondent is deemed by the Office of Special Counsel to be in violation of this Agreement.

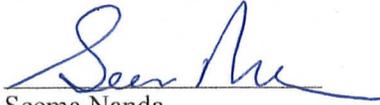
10. Notwithstanding paragraph 9, this Agreement does not affect the right of any individual to file a charge alleging an unfair immigration related employment practice against Respondent with the Office of Special Counsel, the authority of the Office of Special Counsel to investigate or file a complaint on behalf of any such individual, or the authority of the Office of Special Counsel to conduct an independent investigation of Respondent's employment practices.
11. This Agreement resolves any and all differences between the parties relating to the instant independent investigation through the effective date of this Agreement.
12. The provisions of paragraph 1 notwithstanding, the Office of Special Counsel shall not seek from Respondent any additional civil penalty for citizenship status discrimination in violation of 8 U.S.C. § 1324b for the period from October 2009 to the effective date of this Agreement.
13. This Agreement shall be enforced, but not filed or recorded in the United States District Court for the Northern District of Illinois or any other federal, state or local court, agency or other governmental authority.
14. The Office of Special Counsel and Respondent agree that, as of the effective date of this Agreement, litigation concerning the violations of 8 U.S.C. § 1324b that the Office of Special Counsel has reasonable cause to believe that Respondent committed 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.
15. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement. Respondent, the Office of Special Counsel and the Charging Party agree that they will not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement invalid.
16. The Office of Special Counsel and Respondent agree to bear their own costs, attorneys' fees and other expenses incurred in this action.
17. This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter herein.
18. 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.

MicroLink Devices

By: 
David McCallum
Vice President

Dated: 08/17/12

Office of Special Counsel for Immigration-Related Unfair Employment Practices

By: 
Seema Nanda
Deputy Special Counsel

Dated: 8/22/12

C. Sebastian Aloit
Special Litigation Counsel

Ronald Lee
Trial Attorney