

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into by and between R-Tronics LLC ("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 October 27, 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 determined during the course of its investigation that there is reasonable cause to believe that Respondent committed citizenship status discrimination in violation of the Act.

WHEREAS, the Office of Special Counsel and Respondent wish to resolve the OSC investigation without further delay or expense and hereby acknowledge that they are voluntarily entering into this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, and to fully and finally resolve all disputes among the parties hereto as of the date of this Agreement, it is agreed as follows:

1. Respondent agrees that it shall not discriminate on the basis of citizenship status or national origin in violation of 8 U.S.C. § 1324b.
2. Respondent agrees that it will treat all individuals equally, without regard to citizenship or immigration status, or national origin, during the hiring, firing, and employment eligibility verification and re-verification process. Respondent shall avoid discrimination in the employment eligibility verification and re-verification process by (a) honoring documentation that on its face reasonably appears to be genuine, relates to the person, and satisfies the requirements of 8 U.S.C. § 1324a(b), (b) not requesting more or different documents than are required by law, and (c) permitting all employees to present any document or combination of documents acceptable by law.
3. Respondent agrees that it will not intimidate, threaten, coerce, or retaliate against any individual for his or her participation in this matter or the exercise of any right or privilege secured by 8 U.S.C. § 1324b.
4. Within ninety (90) days of the receipt of a fully signed copy of this Agreement, Respondent will educate its personnel concerning their responsibilities under 8 U.S.C. § 1324b. All employees who are responsible for formulating, explaining, and/or carrying out Respondent's employment recruitment, placement, and employment eligibility verification process, including all managers and employees who have any role in recruitment or completing Forms I-9 and managing government contracts, will attend a

seminar regarding an employer's obligations under 8 U.S.C. § 1324b conducted or approved by the Office of Special Counsel.

5. Within sixty (60) days of the receipt of a fully signed copy of this Agreement, Respondent will add to all manuals and handbooks a section describing its employment recruitment and eligibility verification policies and practices to conform with requirements under 8 U.S.C. § 1324b. Before finalizing the entries, Respondent will obtain approval from the Office of Special Counsel to ensure their compliance with 8 U.S.C. § 1324b.
6. Respondent agrees to post an English and Spanish version of the Office of Special Counsel "If You Have The Right to Work" poster ("OSC Poster"), in color and measuring no smaller than 18" x 24", an image of which is available at <http://www.justice.gov/crt/about/osc/htm/worker.php#>, in all places where notices to employees and job applicants are normally posted. The Notice will be posted within fourteen (14) days from the effective date of this Agreement and will remain posted for three (3) years thereafter.
7. For three (3) years from the effective date of this Agreement, Respondent agrees to ensure that all individuals who are responsible for formulating, carrying out, and/or conducting training on Respondent's hiring, firing, equal employment, and employment eligibility verification policies, including all managers and employees who have any role making employment eligibility decisions, such as completing the Form I-9 ("Human Resources Personnel"), are in possession of the most current version of the Form I-9, USCIS Employment Eligibility Verification Handbook for Employers (M-274) ("Handbook"), available at www.uscis.gov/I-9Central of these documents and future revisions of the Form I-9, Handbook, can be obtained from the United States Citizenship and Immigration Services at www.uscis.gov.
8. Within thirty (30) days of receipt of a fully signed copy of this Agreement, Respondent will review its employment policies as they relate to nondiscrimination on the basis of citizenship status and national origin and shall, as necessary, revise such policies to:
 - (a) Prohibit (1) the requesting of employment eligibility verification documents from any individual prior to making an offer of employment; (2) discrimination on the basis of citizenship status or national origin in the hiring and firing process; and (3) any difference in treatment of individuals, on the basis of citizenship status or national origin, during the Form I-9 employment eligibility verification and reverification process.
 - (b) Refer applicants and employees who complain, formally or informally, of discrimination in the hiring, firing, or Form I-9 employment eligibility verification and re-verification process immediately to the Office of Special Counsel by directing the affected individual to the OSC Poster and the Office of Special Counsel's worker hotline and website, and advise the

affected individual of his or her right to file a charge of discrimination with the Office of Special Counsel.

- (c) Provide that Respondent shall not take any reprisal action against an employee for having opposed any employment practice made unlawful by 8 U.S.C. § 1324b, or for filing any charge, or participating in any lawful manner in any investigation or action under 8 U.S.C. § 1324b.

During the three years (3) following the effective date of this Agreement (the "Reporting Period"), Respondent shall provide any changes in employment policies or procedures as they relate to nondiscrimination on the basis of citizenship status and national origin to the Office of Special Counsel for review at least thirty (30) days prior to the effective date of such revised policies or procedures.

- 9. Within ninety (90) days of receipt of a fully signed copy of this Agreement, the Office of Special Counsel shall provide all human resources personnel with training on their responsibilities to comply with 8 U.S.C. § 1324b and the employment eligibility verification and re-verification 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. A recording of the webinar shall be provided by the Office of Special Counsel.
 - (b) All employees will be paid their normal rate of pay, and the training will occur during their normally scheduled workdays and work hours. Respondent shall bear all costs associated with these training sessions.
 - (c) For a period of three years from the effective date of this Agreement, all new human resources personnel hired by Respondent after the training described in this paragraph has been conducted shall attend an Office of Special Counsel Employer/HR webinar training within sixty (60) days of hire.
 - (d) Respondent shall complete attendance records listing the individuals who comply with the training as described in this paragraph in the form of Attachment A, including signatures, as evidence of such compliance. The original of Attachment A, including their full name, title, signature, and date of the training and send them by email to Lyn Sowdon at the Office of Special Counsel (lyn.sowdon@usdoj.gov) within ten (10) days of the training session.
- 10. 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 require written reports concerning compliance, inspect Respondent's premises,

examine witnesses, and examine and copy Respondent's documents at the expense of the Office of Special Counsel.

11. During each of the years within the Reporting Period, the Office of Special Counsel shall conduct a random audit of Respondent's Forms I-9, including attachments. Respondent will provide the documents within seven (7) business days of its receipt of the Office of Special Counsel's request, and shall produce such documents in electronic form unless requested otherwise.
12. 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.
13. 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.
14. This Agreement resolves any and all differences between the parties relating to the OSC independent investigation through the date this Agreement is signed by all parties.
15. The Office of Special Counsel shall not seek from Respondent any civil penalty for the pattern or practice of citizenship status discrimination in violation of 8 U.S.C. § 1324b for the period from January 1, 2011 to August 30, 2012.
16. This Agreement may be enforced in the United States Northern District Court for the New York.
17. 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.
18. 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 and the Office of Special Counsel 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.

19. The Office of Special Counsel and Respondent agree to bear its own costs, attorneys' fees and other expenses incurred in this action.
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 facsimile signatures.

R-Tronics LLC

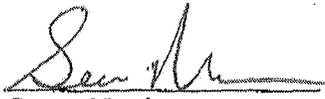
By:


Joan Burth
General Manager

Dated: 12-18-12

Office of Special Counsel for Immigration-Related Unfair Employment Practices

By:


Seema Nanda
Deputy Special Counsel

Dated: 12/19/12

C. Sebastian Aloit
Special Litigation Counsel

Byron Wong
Trial Attorney

Lyn Sowdon
Equal Opportunity Specialist