SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is entered into by and between Micron Technology, Inc. ("Respondent") and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section ("IER") (together, "the Parties").

I. BACKGROUND

WHEREAS, on July 19, 2019, IER accepted as complete a charge filed pursuant to 8 U.S.C. § 1324b(b)(1) by [redacted] ("Charging Party") against Respondent, DJ # 197-22-60 (the "IER Charge"), alleging citizenship status discrimination in violation of the unfair immigration-related employment practices provisions of 8 U.S.C. § 1324b ("Act");

WHEREAS, IER's investigation of the IER Charge (the "Investigation") determined that there is reasonable cause to believe that Respondent discriminated against the Charging Party, a U.S. citizen, in violation of 8 U.S.C. § 1324b(a)(1) by failing to meaningfully consider him for at least one Yield Enhancement position that it instead offered to a temporary visa worker through the permanent labor certification process ("PERM").

WHEREAS, Respondent maintains that it has at all times fully complied with all provisions of the Immigration and Nationality Act, including but not limited to 8 U.S.C. § 1324b, as well as all regulatory guidance in 20 C.F.R. Part 656, and that it has at all times fully complied with the applicable laws and regulations concerning the PERM labor certification process, including but not limited to 20 C.F.R. § 656.17. Respondent disputes and denies the allegations underlying the IER charge and Investigation. No term in this Settlement Agreement constitutes nor shall it be construed as Respondent admitting to any guilt or liability for any purpose relating to violations of any statute or regulation, or any other applicable law, rule, or regulation, including but not limited to 8 U.S.C. § 1324b.

WHEREAS, Respondent recognizes its obligations under the PERM regulations as promulgated and updated by the Department of Labor at 20 C.F.R. Part 656 when recruiting in connection with a PERM application, including ensuring that every PERM job opportunity is clearly open to any U.S. worker, as required by 20 C.F.R. § 656.10(c)(8), that U.S. workers are only rejected for lawful job-related reasons in accordance with 20 C.F.R. § 656.10(c)(9), and that if a U.S. worker meets the stated minimum requirements for the PERM-related position, Respondent will not proceed with that PERM application.

WHEREAS, the Parties wish to resolve the IER Investigation and reasonable cause determination without further delay or expense and hereby acknowledge that they are voluntarily entering into this Agreement;

NOW, THEREFORE, to avoid the delay, uncertainty, inconvenience, and expense of any further proceedings, in consideration of the mutual promises contained below and to fully and finally resolve the Investigation as of the date of the latest signature below, the Parties agree as follows:

II. TERMS OF SETTLEMENT

1. This Agreement becomes effective as of the date of the latest signature on the dually-signed Agreement, which date is considered to be and referenced herein as the "Effective Date." The "term of this Agreement" is defined as and shall be two years following the Effective Date.

2. Respondent shall pay civil penalties to the United States Treasury in the amount of $4,144, in accordance with the process described in paragraph 3.

3. Respondent shall provide IER with the name, title, email address, and telephone number of the individual responsible for effectuating payment of the civil penalties no later than three business days from the Effective Date. Respondent shall pay the monies discussed in paragraph 2 via the FedWire electronic fund transfer system within 10 business days of receiving fund transfer instructions from IER. On the day of payment, Respondent shall send confirmation of the payment to Allena Martin at Allena.Martin@usdoj.gov and IER@usdoj.gov. The email confirming payment shall have Respondent's name and the investigation number, DJ # 197-22-60, in the subject line.

4. Respondent shall pay the Charging Party back pay, in the amount of $85,000, less any withholdings required by law. Respondent shall make the payment within 30 days of the Effective Date. Respondent shall obtain any necessary tax paperwork from the Charging Party in advance of the deadline for sending the back pay and shall deduct any taxes and other required withholdings from the amount due to the Charging Party. On the day of payment, Respondent shall confirm via email to Allena Martin at Allena.Martin@usdoj.gov and IER@usdoj.gov that payment was made and attach an image of the check or evidence of the other method of payment the Charging Party selected.

5. Within 45 days after remitting the Charging Party's W-2 form for calendar year 2023 to the Social Security Administration under IRS regulations, and pursuant to the provisions of IRS Publication 957, Respondent shall file a special report to the Social Security Administration allocating the payment made to the Charging Party in paragraph 4 to the appropriate periods. On the day Respondent submits the documentation, Respondent shall confirm via email to Allena Martin at Allena.Martin@usdoj.gov and IER@usdoj.gov that such documentation was submitted and provide a copy of such documentation.

6. Respondent shall not disclose to any employer or prospective employer of the Charging Party any information or documentation related to the Charging Party's

charge filed with IER, the IER Investigation, or this Agreement except as required by law, court order, or other legal process.

7. This Agreement resolves any and all differences under 8 U.S.C. § 1324b between the Parties relating to the Investigation, DJ # 197-22-60, including all matters and allegations described in IER's August 1, 2022 reasonable cause determination through the Effective Date. The provisions of paragraph 2 notwithstanding, IER shall not seek from Respondent any additional civil penalty or other relief for the citizenship status discrimination and retaliation in violation of 8 U.S.C. § 1324b that is the subject of the IER Investigation (DJ # 197-22-60) through the Effective Date.

8. In accordance with 8 U.S.C. § 1324b, Respondent shall not discriminate in hiring or recruitment on the basis of citizenship status. In addition, Respondent shall:

   (a) Beginning no later than 30 days from the Effective Date, when advertising PERM-related positions, not include a statement or any indication that the position is related to a PERM application, to ensure that advertisements for PERM-related positions shall appear indistinguishable from advertisements for non-PERM related positions;

   (b) Beginning no later than 90 days from the Effective Date, not require applications for PERM jobs to be submitted in a manner different from the process used for non-PERM jobs;

   (c) Beginning no later than 90 days from the Effective Date, enter into Respondent's recruiting system all applicants to all PERM-related positions who apply via Respondent's careers website, https://micron.eightfold.ai/careers, enabling such applicants to be searchable and remain searchable for all positions in the same manner as applicants to non-PERM related positions at Respondent; and

   (d) 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.

9. Respondent shall continue to post an English and Spanish version of the IER "If You Have The Right to Work" poster ("IER Poster"), in color and measuring no smaller than 8.5" x 11", an image of which is available at https://www.justice.gov/crt/worker-information#poster, in all places where notices to employees and job applicants are normally posted.

10. Within 30 days of the Effective Date, Respondent shall issue a written statement (a copy of which is appended as Attachment A) to recruiters who recruit for U.S.-based positions for Respondent about their obligations under 8 U.S.C. § 1324b

and this Agreement. During the term of the Agreement, before beginning recruitment in connection with a PERM application, Respondent will provide the hiring manager(s) for the PERM-related position with a copy of this written statement, unless the hiring manager(s) has already received the statement.

11. Within 90 days of the Effective Date, Respondent shall review any existing employment policies and revise such policies, or develop new policies, to ensure that such policies:

    (a) Prohibit discrimination on the basis of citizenship status, and national origin in the hiring and firing process;

    (b) Include citizenship status (which includes protected immigration status) and national origin as prohibited bases of discrimination; any similar Equal Employment Opportunity (EEO) statements Respondent includes in printed or electronic materials available to the public or employees shall also include these prohibited bases of discrimination;

    (c) Promptly address and, if appropriate, remedy any allegation of citizenship-status discrimination in employment; and

    (d) Prohibit intimidation or retaliation as defined and required by 8 U.S.C. § 1324b(a)(5).

12. During the term of this Agreement, Respondent shall provide any proposed revisions to Attachment A, or to the employment policies referenced in paragraph 11, to IER for approval at least 30 days prior to the proposed effective date of such new or revised policies.

13. Beginning 180 days after the Effective Date and continuing every six months thereafter within the term of the Agreement, Respondent shall provide IER with the recruitment reports, as described by 20 C.F.R. § 656.17(g), prepared during the prior six-month review period for each of Respondent's PERM-related positions during the period.

14. Respondent shall provide all North American talent acquisition recruiting personnel with training on their obligation to comply with 8 U.S.C. § 1324b, as follows:

    (a) Within 90 days of the Effective Date, all North American talent acquisition recruiting personnel shall complete a training pursuant to paragraph 14(b) of this Agreement.

    (b) The trainings in this paragraph will consist of a live IER-provided free webinar presentation at times mutually agreed upon by the Parties, and/or a recorded training that IER has approved.

(c) During the term of the Agreement, all North American talent acquisition recruiting personnel who are hired or take on these responsibilities after the training described in paragraph 14(a) has been conducted, shall attend a training as described in paragraph 14(b) within 60 days of hire or promotion. During the term of the Agreement, before any candidates are submitted to the hiring manager in connection with a PERM application, the relevant hiring manager shall complete the training described in paragraph 14(b), unless they have already completed such training.

(d) Respondent will pay all employees their normal rate of pay during the training, and the training will occur during their normally scheduled workdays and work hours. Respondent shall bear all of its own costs associated with these training sessions.

(e) Respondent shall compile attendance records listing the individuals who attend the trainings described in this paragraph, including the individual(s)'s full name, job title, office location, and the date of the training, and send any attendance records via email to Allena.Martin@usdoj.gov (or any other individual IER designates) each quarter during the term of the Agreement.

15. If IER has reason to believe that Respondent is in violation of any provision of this Agreement, IER may, in its sole discretion, notify Respondent of the purported violation rather than initiate a new investigation or seek to judicially enforce the Agreement. Respondent will then have 45 days from the date of IER's notification to provide IER with a response to the alleged violation. If Respondent makes a good faith response that is not satisfactory to IER but may become satisfactory with additional time to cure the alleged violation, IER will provide Respondent a cure period of 30 days. If IER is not satisfied with Respondent's efforts to cure, IER may then deem Respondent to be in violation of this Agreement. IER also reserves the right to make such reasonable inquiries as it, in its discretion, believes necessary or appropriate to assess Respondent's compliance with this Agreement.

16. This Agreement does not affect the right of any individual to file a charge under the Act alleging an unfair immigration-related employment practice against Respondent, IER's authority to investigate Respondent or file a complaint on behalf of any such individual, or IER's authority to conduct an independent investigation of Respondent's employment practices occurring after the Effective Date or outside of the scope of the Investigation.

III. ADDITIONAL TERMS OF SETTLEMENT

17. This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements or understandings between the Parties pertaining to the subject matter herein. This Agreement is governed by the laws of the United States. This Agreement shall be deemed to have been drafted by both Parties and shall not be construed against any one party in the event of a subsequent dispute concerning the terms of the Agreement. The Parties agree that the paragraphs set forth in Part II of this Agreement (entitled "Terms of Settlement") are material terms, without waiver of either Parties' right to argue that other terms in the Agreement are material.

18. The United States District Court for the District of Idaho shall be the preferred venue for enforcement of any claims over which that court has subject matter jurisdiction. Otherwise, a party must bring any claim or counterclaim to enforce the agreement in a court of competent jurisdiction. This provision does not constitute a waiver of sovereign immunity or any other defense the United States might have against a claim for enforcement or counterclaims asserted against it.

19. The Parties agree that, as of the Effective Date of this Agreement, litigation concerning the violations of 8 U.S.C. § 1324b that IER 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.

20. 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 and the term or provision shall be deemed not to be a part of this Agreement. The Parties will not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement invalid.

21. The Parties shall bear their own costs, attorneys' fees and other expenses incurred in this investigation.

22. 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 shall be bound by facsimile or other electronically transmitted signatures.

Micron Technology, Inc.

By: _____ Dated: 4/12/23
April Arnzen
Senior Vice President and Chief People Officer

Immigrant and Employee Rights Section

By: _____ Dated: 4-20-2023
Alberto Ruisanchez
Deputy Special Counsel

Julia Heming Segal
Special Litigation Counsel

Erik W. Lang
Allena Martin
Trial Attorneys