



**CONCILIATION AGREEMENT
BETWEEN
THE U.S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
AND
KULITE SEMICONDUCTOR PRODUCTS, INC.
ONE WILLOW TREE ROAD
LEONIA, NJ 07605
OFCCP CASE NO. R00184111**

PART I: PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated Kulite Semiconductor Products, Inc.'s facility located at One Willow Tree Road, Leonia, NJ 07605 ("Kulite") and found that Kulite was not in compliance with Executive Order 11246, as amended ("E.O. 11246") and its implementing regulations at 41 C.F.R. Sections 60-1- 60-3. OFCCP notified Kulite of the specific violations found and the corrective actions required in a Notice of Violation issued on April 7, 2017. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and Kulite enter this Conciliation Agreement and agree to all the terms stated below.

PART II: GENERAL TERMS AND CONDITIONS

1. This Agreement does not constitute an admission by Kulite of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Kulite violated any laws.
2. In exchange for Kulite's fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violation described in Part III if Kulite violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
3. Kulite agrees that OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Kulite will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested, including those specified in this Agreement.
4. Kulite understands that nothing in this Agreement relieves Kulite of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 § U.S.C. § 793 ("Section 503"), the Vietnam Era Veterans' Readjustment

Assistance Act of 1974, as amended, 38 U.S.C. § 4212 ("VEVRAA"), and their implementing regulations, or other equal employment opportunity laws.

5. Kulite promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.
8. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement becomes effective on the day it is signed by the Regional Director of the Northeast Region (the "Effective Date") unless the Director of OFCCP indicates otherwise within 45 calendar days of the date the Regional Director signs the Agreement.
10. This Agreement will expire sixty (60) days after Kulite submits the final progress report required in Part IV (D), below, unless OFCCP notifies Kulite in writing prior to the expiration date that Kulite has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Kulite has met all of its obligations under the Agreement.
11. If Kulite violates this Conciliation Agreement:
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that Kulite violated any term of the Agreement while it was in effect, OFCCP will send Kulite a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) Kulite will have 15 business days from receipt of such notice to demonstrate in writing that it has not violated the Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - 3) If Kulite is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
 - 4) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.

- B. Kulite may be subject to the sanctions set forth in Section 209 of the Executive Order and/or other appropriate relief for violation of this Agreement.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. HIRING DISCRIMINATION

- A. OFCCP alleges that Kulite was not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 C.F.R. § 60-1.4(a)(1). The OFCCP's analysis of Kulite's hiring process and selection procedures revealed that during the period of January 1, 2012 through June 30, 2013 ("review period"), Kulite allegedly discriminated against Male applicants for the Assembler I position.
- B. OFCCP alleges that based on its analysis of the applicant and hiring data in the review period, Kulite's selection process had an adverse impact on the hiring of Male applicants for the Assembler I position. Of (b) (7)(E) Male applicants, (b) (7)(E) or (b) (7)(E) were hired, whereas of (b) (7)(E) Female applicants, (b) (7)(E) or (b) (7)(E) were hired. This resulted in a hiring shortfall of 13 Males and a disparity that was statistically significant at (b) (7)(E) standard deviations.

C. REMEDY FOR AFFECTED CLASS

- 1) **Notice**. Within sixty (60) calendar days of the Effective Date of this Agreement, Kulite will notify the 85 Male applicants listed in Attachment A ("Class Members") of the terms of this Agreement by mailing by certified mail (return-receipt requested) and by U.S. mail, the Notice to Affected Class (Attachment B, "Notice"), Information Verification & Employment Interest Form (Attachment C, "Interest Form"), Release of Claims under Executive Order 11246 (Attachment D, "Release"), and a postage paid return envelope. Kulite will notify OFCCP of all letters returned as undeliverable ten (10) days after the response deadline set out in the Interest Form. In addition, within thirty (30) days after expiration of the response deadline set out in the Interest Form, Kulite will provide OFCCP with a list of the individuals in the affected class who have not yet responded to the Notice and/or have not returned a signed Interest Form and Release. OFCCP will then attempt to obtain and provide updated addresses to Kulite within fifteen (15) days of receiving the list from Kulite. Kulite agrees to mail by certified mail and first class mail a second Notice, Interest Form, Release, and postage paid return envelope to all individuals for whom updated addresses were obtained within fifteen (15) days of receiving the updated addresses.
- 2) **Eligibility**. All members of the affected class (listed on Attachment A) who sign and return the Interest Form and Release to Kulite within thirty (30) calendar days of the postmarked date on the envelope containing the first or second Notice, Interest Form, and Release ("Eligible Class Members") will receive a share of the monetary settlement under this Agreement and, if indicating an interest in employment, will be eligible to be considered for a job pursuant to this Agreement. If an individual receives, but does not return the Interest Form and Release to Kulite within thirty (30) calendar days of the postmarked date on the envelope containing the first or second Notice and Interest Form and Release, he/she will

no longer be entitled to a payment under this Agreement or for consideration for employment under this Agreement.

Within one hundred and seventy (170) days after the response deadline set forth in the Interest Form, Kulite will provide OFCCP with a list of the Eligible Class Members (individuals who returned the Interest Form and release by the deadline). Within ten (10) calendar days after receiving the list, OFCCP will approve the final list of Eligible Class Members or discuss with Kulite any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

All Eligible Class Members who execute the release of Claims form are entitled to their proportionate share of the monetary settlement regardless of whether they are interested in employment with Kulite.

- 3) Monetary Settlement. Kulite will deposit \$195,000 and sufficient money to pay Kulite's share of social security taxes into a settlement fund ("Fund") to be administered by RG/2 Claims Administration LLC, P.O. Box 59479, Philadelphia, PA 19102-9479 on behalf of Kulite ("Kulite's Administrator"). Kulite's Administrator will distribute a total of \$195,000 (\$177,634.07 in back pay and \$17,365.93 in interest) less legal deductions required by law (such as federal, state and/ or local taxes and the Eligible Class Members' share of FICA taxes), in equal shares among all Eligible Class Members on the final approved list from the fund. Kulite will be responsible for the fees paid to Kulite's Administrator, and no monies from the Fund will be used for this purpose. Kulite's Administrator will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail each Eligible Class Member an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest when the payments are distributed. Kulite's Administrator will disburse the monetary settlement within thirty (30) calendar days after OFCCP approves the final list of Eligible Class Members.

Within ten (10) calendar days of Kulite's Administrator receiving a check to an Eligible Class Member returned as undeliverable, Kulite will notify OFCCP of this fact via e-mail sent to Compliance Officer (b) (7)(C), (b) (7)(E) at (b) (7)(C), (b) (7)(E). OFCCP will attempt to locate the Eligible Class Member, and if OFCCP obtains an alternate address, Kulite's Administrator will re-mail the check within ten (10) calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 calendar days, or as otherwise required by the financial institution, after the initial date the check was mailed to the Eligible Class Member will be void.

With respect to any uncashed funds, Kulite's Administrator will distribute the remaining funds in equal shares to all Eligible Class Members who cashed their first check. Kulite's Administrator will distribute these remaining funds within thirty (30) calendar days after all uncashed checks become void. After this second distribution, any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds after this second distribution, Kulite's Administrator will have sixty (60) days to deposit the monies with the State of New Jersey, Department of the Treasury, Unclaimed Property Administration or with the equivalent

state agencies of the last known addresses for the Eligible Class Members.

- 4) Employment. As positions become available, Kulite will consider qualified Eligible Class Members not currently employed by Kulite and who express an interest in employment with Kulite by timely completing and returning the Interest Forms until thirteen (13) Eligible Class Members receive job offers for Assembler I positions or until the list of Eligible Class Members expressing an interest in employment is exhausted, whichever occurs first. Like all other employees hired into the Assembler I positions during the review period, the Eligible Class Members must complete successfully the training program for the Assembler I position. Kulite will initiate its hiring of Eligible Class Members within 180 days of the Effective Date of this Agreement or after the response deadline set out in the Interest Form, and will complete its hiring obligations under this section within two years of the Effective Date of this Agreement. If Kulite is not able to hire thirteen (13) Eligible Class Members or exhaust the list of Eligible Class Members expressing an interest in employment within two years, OFCCP may extend the term of this Agreement for up to nine (9) months or until Kulite satisfies its hiring requirement(s), whichever occurs first.

Eligible Class Members will be allowed at least two weeks to report for work after receiving a written job offer from Kulite. The Eligible Class Members hired into Assembler I positions pursuant to this Agreement will be paid \$10.60 per hour or the current wage rate for the Assembler I position, whichever is higher, and will be provided with the same benefits and opportunity to earn overtime and shift differentials as other Assembler I employees. In addition, all Eligible Class Members hired will receive retroactive seniority using the date 15 days following their original application as their hire date for all purposes, including job retention, job bidding and time-off benefits.

D. NON-MONETARY REMEDIES

Kulite will ensure that all applicants are afforded equal employment opportunities. Kulite will not use any selection procedures, practices, and/or policies that have an adverse impact on Male applicants for the Assembler I position. Kulite agrees to continue and/or to implement the corrective actions detailed below.

1) Revised Hiring Process

(a) Non-Discriminatory Selection Procedures:

Kulite agrees to comply with all OFCCP regulations concerning selection procedures, including 41 C.F.R. Part 60-3.

Kulite will not use any selection procedures, practices, and/or policies that have an adverse impact, as defined in 41 C.F.R. § 3.4D, on Male applicants, unless it properly validates the procedure pursuant to these regulations.

- (b) Review and Revisions Required: Kulite will revise, as needed and in writing, the practices, policies and procedures it uses to select applicants for Assembler I position (hereinafter “Revised Hiring Process”). Specifically, Kulite will:
- (i) review and revise, as needed, the job description and selection process for Assembler I positions which describes the essential functions; the minimum qualifications including required skills and certifications; and the criteria used in each step of the hiring process, including any application screens, interviews, tests, credit checks, review of criminal history, reference checks, testing, or other selection procedure;
 - (ii) review and revise, as needed, the job-related qualification standards for Assembler I positions that reflect the duties, functions, and competencies of the position to minimize the potential for Male stereotyping or other unlawful discrimination;
 - (iii) ensure all policies and qualification standards are uniformly applied to all applicants; and
 - (iv) list clearly on its recruiting materials and job postings the minimum qualifications, including required skills and certifications.
- (c) Recordkeeping and Retention: Kulite will write and implement procedures to ensure that applicants are tracked and decisions are accurately documented at each step in the hiring process. Kulite will write and implement procedures to ensure that documents are retained in accordance with 41 C.F.R. 60-1.12(a) and Part 60-3.
- (d) Training: Within two (2) months of the Effective Date of this Agreement, Kulite will train all individuals involved in any way in recruiting, selecting, or tracking applicants for Assembler I positions on the Revised Hiring Process. The training will include instruction in: the proper implementation of the recruitment, tracking and selection procedures; neutral application of the specified qualifications and criteria that will be used at each step in the hiring process; procedures to be used to document the decisions made at each step in the hiring process; and the procedures to be used to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3. Kulite will meet with management and all personnel responsible for the Assembler I selection process and review its equal employment obligations and nondiscrimination policies related to hiring. Specific attention will be directed to ensure that Male applicants, who benefit from the provisions of this Agreement, are not retaliated against, or suffer harassment or any form of reprisal or adverse action based on or in relation to the terms of this Agreement.
- (e) Monitoring: Kulite agrees to monitor selection rates at each step of its selection process for the Assembler I position. Where it is determined that a selection procedure has an adverse impact, as defined in 41 C.F.R. § 3.4D, on the hiring of applicants of a particular race or gender, Kulite will eliminate the procedure,

choose an alternative procedure, or validate the procedure in accordance with the Uniform Guidelines on Employee Selection Procedures ("UGESP") codified at 41 C.F.R. Part 60-3. Kulite agrees to maintain and make available to OFCCP records concerning the impact of the selection process for Assembler I positions at the Leonia, NJ facility. This includes the number of persons hired by gender, race and ethnicity, the number of applicants by gender, race and ethnicity who participated in, and advanced to each step in the selection procedures utilized, and the number of persons hired by gender, race and ethnicity. This information will be maintained until the expiration of this Agreement or as long as required by the regulations, whichever is later.

2. INTERNAL AUDIT AND REPORTING SYSTEM

- A. During the period January 1, 2012 through June 30, 2013, OFCCP alleges that Kulite failed to implement an internal audit and reporting system that measured the effectiveness of its total Affirmative Action Program as required by 41 CFR 60-2.17(d)(1-4). Specifically, OFCCP alleges that Kulite failed to identify barriers in the selection process that precluded Male applicants from being offered and hired for the Assembler 1 position.
- B. **REMEDY:** Kulite will implement an internal audit and reporting system that identifies barriers in the selection process and periodically measures the effectiveness of its total Affirmative Action Program as required by 41 CFR 60- 2.17(d)(1)-(4).

3. ADVERSE IMPACT ANALYSIS

- A. During the period January 1, 2012 through June 30, 2013, OFCCP alleges that Kulite failed to comply with 41 CFR 60-3.4 and 60-3.15A. Specifically, OFCCP alleges that Kulite did not fully conduct its adverse impact analyses to identify and correct the component or components in the selection process causing the overall adverse impact, which gave rise to the difference in the selection rates between Male and Female applicants.
- B. **REMEDY:** Kulite will immediately ensure that its records are collected and maintained in accordance with the requirements of 41 C.F.R. § 60-1.12(a) and Part 60-3. Kulite will conduct adverse impact analyses on at least an annual basis for the purpose of determining whether adverse impact exists against applicants based on race, sex, or ethnic group in hiring, promotion, termination, and other personnel activities. These analyses will be done by job for each group constituting more than 2% of the labor force in the relevant labor area or 2% of the applicable workforce. If adverse impact is identified in the total selection process, Kulite will evaluate each individual component of the selection process for adverse impact. If adverse impact is found to exist in any of the individual components of the selection process, Kulite will review each such component and validate each such component in accordance with the Uniform Guidelines on Employee Selection Procedures or utilize selection procedures which do not result in adverse impact.

4. RECORDKEEPING

- A. During the period January 1, 2012 through June 30, 2013, OFCCP alleges that Kulite failed to preserve all personnel or employment records for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurred later, as required by 41 CFR 60-1.12 and 60-3. Specifically, Kulite did not preserve all personnel or employment records of declined job offers as required by 41 CFR 60-1.12(a) (d), 41 CFR 60-300.80(a) and 41 CFR 60-741.80(a).
- B. **REMEDY:** Kulite will immediately preserve all personnel and employment records it makes or keeps in either electronic or hard copy format, including but not limited to all declinations of job offers for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later. Where a compliance evaluation has been initiated by OFCCP, Kulite will preserve all personnel and employment records beyond the two-year period, if applicable, until OFCCP makes a final disposition in the matter.

PART IV. REPORTS REQUIRED

1. Kulite will submit the documents and reports described below to:

Pranita A. Raghavan
District Director
OFCCP New Jersey District Office Diamond Head Building
200 Sheffield Street, Suite 102
Mountainside, NJ 07092

- A. Within **sixty (60) calendar days** of the Effective Date of this Agreement, Kulite will submit a copy of the written Revised Hiring Process.
- B. Within **one hundred and eighty (180) calendar days** of the Effective Date of this Agreement, Kulite will submit documentation that all managers, supervisors and other personnel involved in recruiting, selecting, or tracking applicants for the Assembler I position have been trained on the Revised Hiring Process. The documentation will include the dates of the training, the names and job titles of all attendees, and outline of the topics discussed in the training, and the name and job titles of each person who conducted the training.
- C. Within the prescribed timeframes, Kulite will submit all documents and information referenced in section III (1) (C), including:
- a. Within **one hundred (100) calendar days** of the Effective Date of this Agreement, Kulite will submit:
- i. Documentation of the mailing of the "Notice," "Information Verification Form" and "Release" to the Class Members.

- ii. A list of Class Members who failed to respond to the Notice along with copies of the undeliverable envelopes.
 - b. Within **one-hundred fifty (150) calendar days** of the Effective Date of this Agreement, Kulite will submit documentation of the mailing of the Notice, Information Verification Form, and Release to Class Members for whom OFCCP has located updated addresses.
 - c. Within **one-hundred seventy (170) days** from the Effective Date of this Agreement, Kulite will submit a final list of Class Members who shall be entitled to monetary and other benefits provided for in this Agreement.
 - d. Within **thirty (30) days** of OFCCP's approval of the final list of Eligible Class Members, Kulite will submit notification to OFCCP of undeliverable/returned checks to Kulite.
- D. Kulite will submit a progress report covering each twelve month period this Agreement is in effect. The first progress report will be due thirteen months after the Effective Date of this Agreement and will cover the twelve month period beginning with the Effective Date. Each subsequent report will cover the successive twelve month period, and will be submitted within 30 calendar days after the close of that twelve month period. Kulite will submit the following in each progress report:
- 1) Documentation of monetary payments provided to all Eligible Class Members as specified in Section III(1) subparagraph (C)(3) of the Agreement. The documentation will include the names of Eligible Class Members who were paid, and, for each Eligible Class Member, the number and amount of the check and the date the check cleared the bank. Kulite will provide OFCCP with copies of all canceled checks upon request. Where the information has already been provided to OFCCP, Kulite need not provide duplicate information.
 - 2) Documentation of specific hiring activity for Eligible Class Members who were hired into the Assembler I position, in accordance with this Agreement, including name, gender, ethnicity, date of hire, job title hired into, and rate of pay. For Eligible Class Members who were hired, also include documentation of the retroactive seniority date and benefits.
 - 3) For each Eligible Class Member who was considered for employment but was not hired, Kulite will provide OFCCP with an explanation and reasons for non-hire along with all relevant supporting documentation.
 - 4) The total number of applicants and hires and the breakdown by race, gender and ethnic group of applicants and hires for the Assembler I position during the reporting period, including all temporary, part time, and seasonal workers who were referred to and/or assigned to work at Kulite by a staffing firm or employment agency.

- 5) For the Assembler I position, the results of Kulite's analysis as to whether its total selection process has adverse impact, as defined in 41 C.F.R. § 60-3.4D, on those members of groups set forth in 41 C.F.R. § 60-3.48 (for purposes of the adverse impact analysis, Kulite will not include hires made of Eligible Class Members pursuant to this Agreement in that analysis).
- 6) For each case where the total selection process has an adverse impact, as defined in 41 C.F.R. § 60-3.4D, the results of Kulite's evaluation of the individual components of the selection process for adverse impact; and
- 7) The actions taken by Kulite upon determining that any component of the selection process has an adverse impact on members of groups set forth above.

Kulite will retain all records and data pertinent to the alleged violations resolved by this Agreement and/or used to prepare required reports until this Agreement expires, that is, after OFCCP reviews and accepts Kulite's final progress report, or as long as required by OFCCP's regulations, whichever date is later.

PART V: Signatures

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Kulite Semiconductor Products, Inc., Leonia, New Jersey.

(b) (6), (b) (7)(C)

Dick Martin
President and COO
Kulite Semiconductor Products

(b) (6), (b) (7)(C)

Diana Sen
Regional Director
Northeast Region

DATE: 9/27/17

(b) (6), (b) (7)(C)

Pranita A. Raghavan
District Director
New Jersey District Office
OFCCP – Northeast Region

DATE: 9/28/17

(b) (6), (b) (7)(C)

KEVIN KOLLGAARD
Assistant District Director
New Jersey District Office
OFCCP – Northeast Region

DATE: 9/28/17

(b) (7)(C), (b) (7)(E)

Compliance Officer
New Jersey District Office
OFCCP – Northeast Region

DATE: 9-28-2017

DATE: 9/28/17

ATTACHMENT A

LIST OF CLASS MEMBERS

	Last Name	First Name
1	(b) (6), (b) (7)(C)	
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ATTACHMENT B
NOTICE TO AFFECTED CLASS MEMBERS

Dear [NAME]:

We are writing to you about your application for employment with Kulite Semiconductor Products, Inc. ("Kulite"). Your application was submitted during the period of January 1, 2012 through June 30, 2013 ("Review Period"). The Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") and Kulite have entered into an Agreement in which Kulite has agreed to make monetary payments to individuals who submitted a job application during that period of time to remedy what the OFCCP alleges are violations of Executive Order 11246 ("E.O. 11246") that OFCCP found during a compliance review of Kulite's Leonia, NJ facility. OFCCP analyzed Kulite's hiring process and selection procedures during the Review Period and found that there was an alleged disparity in the hiring of Assembler 1 positions based on gender.

By entering into the Agreement, Kulite has not admitted to any violation, and there has not been any adjudicated finding that Kulite violated any laws. Kulite firmly believes its hiring process and decisions comply with the law. OFCCP and Kulite entered into the Agreement to resolve the matter without resorting to further legal proceedings. You have been identified as an individual who applied for an Assembler 1 position during the Review Period but was not hired.

As part of this Agreement, you are eligible to receive a distribution of at least \$2,215.90 less lawful payroll deductions. Under the terms of this Agreement it may take up to 6 months from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification & Employment Interest Form and Release of Claims Form. You should complete and mail back the form as soon as possible; it must be postmarked to the address below no later than 30 days after the date this Notice was mailed out (postmarked) for you to be entitled to participate in this settlement:

Kulite Assembler I Fund
RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification and Employment Interest Form and Release of Claims Form.

In addition to the monetary distribution, Kulite may be making job offers for the Assembler 1 position to thirteen (13) of the individuals receiving this notification as positions become available. It is not certain that you will receive a job offer. If you are still interested in employment with Kulite, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for Assembler I positions in the order that RG/2 receives the Information Verification and Employment Interest Form expressing an interest in employment. If hired, you will be subject to

Kulite's policies and performance standards, including successfully completing the training program required for all Assembler I employees. All individuals hired pursuant to this Agreement will be provided with retroactive seniority for purposes of benefits.

If you have any questions, you may call RG/2 Administration LLC at 866-742-4955 or OFCCP Compliance Officer (b) (7)(C), (b) (7)(E) at (b) (7)(C), (b) (7)(E). Your call will be returned as soon as possible. You can also visit the U.S. Department of Labor Web site about this case at www.dol.gov/ofccp/cml.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO RG/2 WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Sincerely,

Enclosures: Information Verification and Employment Interest Form
Release of Claims Under Executive Order 11246

ATTACHMENT C

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement ("Agreement") between Kulite Semiconductor Products Inc. ("Kulite") and the Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Address:

Telephone Nos.: Home _____ Cell _____ Work _____

Your Social Security Number(to be used for tax purposes only): _____

Please notify Kulite at the address below if your address or phone number changes within the next six months.

For purposes of this settlement, it is necessary to verify your Gender:

Male [] Female []

Please indicate below whether you are currently interested in employment in an Assembler I position with Kulite, which requires you to solder small parts using a microscope. If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

[] Yes, I am still interested in employment with Kulite as an Assembler I.

[] No, I am not currently interested in employment with Kulite as an Assembler I.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENT TO THE ADDRESS BELOW WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

**Kulite Assembler I Fund
RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479**

I, _____, certify the above is true and correct.
(Print name)

Signature _____

Date _____

ATTACHMENT D

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Kulite Semiconductor Products Inc. ("Kulite") paying you money, you agree that you will not file any lawsuit against Kulite for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for the Assembler I position at its Leonia, NJ facility. It also says that Kulite does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of the payment of at least \$2,215.90 (less deductions required by law) by Kulite to me, which I agree is acceptable, I _____ agree to the following:
print name

I.

I hereby waive, release and forever discharge Kulite, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my non-selection for employment as a Assembler I at its Leonia, NJ facility on the basis of my gender at any time through the effective date of this Release.

II.

I understand that Kulite denies that it treated me unlawfully or unfairly in any way and that Kulite entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP. I further agree that the payment of the aforesaid sum by Kulite to me is not to be construed as an admission of any liability by Kulite.

III.

I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors and seek legal advice. I further declare that I have decided of my own free will to sign this Release.

IV.

I understand that if I do not sign this Release and return it to RG/2 WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS RELEASE WAS POSTMARKED, I will not be entitled to receive any payment (less deductions required by law) from Kulite.

IN WITNESS WHEREOF, I have signed this document on this ____ day of
_____, 20__.

Signature