

CONCILIATION AGREEMENT

Between

**THE U. S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS**

and

LA PAC MANUFACTURING, INC.

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated La Pac Manufacturing, Inc.'s ("La Pac") facility located at 1860 Highway 90 West, Crowley, Louisiana 70527, and found that La Pac was not in compliance with the Executive Order 11246, as amended ("E.O. 11246") and its implementing regulations at 41 C.F.R. Section(s) 60-1, 60-2, and 60-3. OFCCP notified La Pac of the specific violations found and the corrective actions required in a Notice Of Violations issued on August 29, 2013 and Show Cause Notice issued on November 12, 2014. 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 La Pac enter into this agreement ("Conciliation Agreement" or "Agreement") and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for La Pac'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 violations described in Part III if La Pac violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. La Pac 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. La Pac will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. La Pac understands that nothing in this Agreement relieves La Pac 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"), their implementing regulations, and other applicable equal employment laws.

4. **La Pac 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).**
5. **The parties understand the terms of this Agreement and enter into it voluntarily.**
6. **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, and signed by all parties.**
7. **If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.**
8. **This Agreement becomes effective on the day it is signed by the Regional Director of the Southwest and Rocky Mountain Region (the "Effective Date") unless the Director of OFCCP indicates otherwise within 45 calendar days of the date the Regional Director signs the Agreement.**
9. **This Agreement will expire sixty (60) days after La Pac submits the final progress report required in Part IV (D), below, unless OFCCP notifies La Pac in writing prior to the expiration date that La Pac has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines La Pac has met all of its obligations under the Agreement.**
10. **If La Pac violates this Conciliation Agreement,**
 - A. **The procedures set forth at 41 C.F.R. § 60-1.34 will govern:**
 - 1) **If OFCCP believes that La Pac violated any term of the Agreement while it was in effect, OFCCP will send La Pac a written notice stating the alleged violations and summarizing any supporting evidence.**
 - 2) **La Pac will have 15 calendar days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.**
 - 3) **If La Pac 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. La Pac 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.

11. This Agreement does not constitute an admission by La Pac of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that La Pac violated any laws.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. **VIOLATION:** OFCCP alleges La Pac's hiring process is not in compliance with the requirements of 41 CFR 60-1.4 (a) (1). OFCCP's analysis of La Pac's hiring process and selection procedures revealed La Pac discriminated against black and white applicants for positions in the Operative job group (hereinafter "Operatives") during the period of January 19, 2010 through January 18, 2012. OFCCP found that black and white applicants were less likely to be hired than similarly-situated Hispanic applicants.

OFCCP relied on information provided by La Pac to identify the applicants who should be included in the applicant pool. OFCCP's analysis of the applicants and hires were based on the data provided in La Pac's applicant, hire, termination, and payroll records. OFCCP considered the applicant pool as those individuals who applied for, were considered for, or were hired into any Operative position during the review period. OFCCP excluded from the applicant pool applicants who were hired into temporary Operative jobs.

OFCCP's analysis of the refined applicant and hiring data for the January 19, 2010 through January 18, 2012 period showed statistically significant disparity that negatively affected black and white applicants for the Operative positions. OFCCP analyzed the data and found of the (b) (7) (e) Hispanic applicants, (b) (7) (e) or (b) (7) (e)%, were hired, and of a total of (b) (7) (e) black and white applicants, (b) (7) (e) or (b) (7) (e) were hired¹. This resulted in a statistically significant standard deviation of (b) (7) (e) with a shortfall of 47.

REMEDY: La Pac agrees to immediately cease practices and/or policies negatively affecting the black and white applicants and to take the following corrective actions:

- (a) **Revision of the Hiring Process, Implementation and Training:** Within 60 calendar days of the Effective Date of this Agreement, La Pac agrees to conduct a comprehensive evaluation of its hiring policies, procedures, and practices, as well as implementation, training and monitoring of these policies, procedures and practices relating to its hiring in the Operative Job Group to include the following:
 - Review its hiring procedures including, but not limited to, recruitment, screening, interviewing, selection, rejection and hiring to ensure compliance with Executive Order 11246, as amended.

¹ When comparing Hispanic applicants to black and white applicants, there was statistical significance of (b) (7) (e) standard deviations for blacks and (b) (7) (e) standard deviations for whites.

- Identification of the qualifications and criteria to be used to place applicants into the Operative applicant pool.
- Identification of the qualifications and criteria to be used to eliminate and/or select applicants at each step of the hiring process, including the qualifications and criteria to be used in any application screen, interview, test, post-hiring screen or other selection procedure.
- Procedures to ensure decisions are documented at each step in the hiring process.
- Procedures to ensure that documents are retained in accordance with 41 CFR 60-1.12(a) and Part 60-3.

La Pac shall record the foregoing revised hiring process and procedures in writing.

Within 90 calendar days of the Effective Date of this Agreement, La Pac will train all individuals involved in recruiting, selecting and documenting applicants for Operative positions on La Pac's hiring policies, procedures, and practices, as well as implementation, training and monitoring of these policies, procedures and practices relating to its hiring in the Operative Job Group. The training will include instruction in the proper implementation of the recruitment and selection procedures, the specified qualifications and criteria that will be used at each step in the hiring process, the procedures to be used to document the decision made at each step in the hiring process, and the procedures to be used to ensure that documents are retained in accordance with 41 CFR 60-1.12(a) and Part 60-3.

- (b) **Notification:** Within 15 calendar days of the Effective Date of this Agreement, La Pac shall notify the black and white applicants shown on Attachment 1 ("Class Members") of the terms of this Agreement by mailing by first class mail to each Class Member the Notice to Class Members (Attachment 2, "Notice"), the Information Verification & Employment Interest Form (Attachment 3, "Interest Form"), the Release of Claims Under Executive Order 11246 (Attachment 4, "Release"), and a postage paid return envelope. La Pac will notify OFCCP weekly of all letters returned as undeliverable. In addition, within 60 calendar days of the Effective Date, La Pac will provide a list to OFCCP of those Class Members who have not yet responded to the Notice and/or have not returned a fully executed Interest Form and Release. OFCCP will then initiate efforts to locate those Class Members and provide the updated contact information to La Pac.

La Pac agrees to mail by first class mail a second Notice, Interest Form, Release, and postage paid return envelope to Class Members OFCCP locates within five days of receipt of new contact information.

- (c) **Eligibility:** All Class Members who sign and return the Interest Form and Release to either La Pac or OFCCP within 120 calendar days of the Effective Date of this Agreement ("Eligible Class Members") will equally share the monetary settlement and, if indicating an interest in employment, will be eligible to be considered for a job pursuant to this Agreement. If a Class Member has not returned the Interest Form and Release to La Pac or OFCCP within

120 calendar days of the Effective Date of this Agreement, the Class Member will no longer be entitled to any relief pursuant to this Agreement.

Within 125 calendar days of the Effective Date of this Agreement, La Pac will provide OFCCP with a list of all Class Members who returned the Interest Form and Release within 120 calendar days of the Effective Date, along with a copy of each executed Interest Form and Release it received. OFCCP will provide La Pac with all original executed Release and Interest Forms it receives. Within 135 calendar days from the Effective Date, OFCCP will review and approve the final list of Eligible Class Members or discuss with La Pac any issues necessary to finalize the list, such as the inclusion or exclusion of certain Class Members. The monetary payment discussed in paragraph (e) below will be divided equally among all Eligible Class Members on the final approved list.

All Eligible Class Members are entitled to their share of the monetary settlement regardless of whether they are interested in employment with LaPac.

- (d) **Employment:** As Operative positions become available, La Pac agrees to extend job offers for the Operative position, as opportunities arise, to qualified Eligible Class Members who express an interest in employment with La Pac, until 26 black and 21 white Eligible Class Members have successfully completed the selection process and are hired, or until the list of such Eligible Class Members who express an interest in employment is exhausted, whichever occurs first. Eligible Class Members shall be considered in the order La Pac receives their Interest Forms expressing an interest in employment. La Pac shall initiate its hiring of Eligible Class Members and will endeavor to complete its hiring obligations under this section within 24 months of the Effective Date of this Agreement. If the hiring obligation is not fulfilled within 24 months, OFCCP will extend the CA until the hiring obligation is fully satisfied or the Eligible Class Member list is exhausted.

La Pac agrees to allow Eligible Class Members to whom a job offer is made, five business days in which to accept or reject the job offer. Those who accept a job offer will be required to meet La Pac's pre-established post-offer eligibility drug testing requirement. Should the Eligible Class Member fail to timely appear for the first day of work, or reject an offer of employment, or fail the post-offer drug testing, La Pac may withdraw its offer of employment and shall have no further employment obligation to the Eligible Class Member. However, this withdrawal of an offer of employment shall not count toward La Pac's obligation to hire 26 black and 21 white Eligible Class Members. The Eligible Class Members hired into Operative positions pursuant to this Agreement shall be paid the prevailing current wage rate for the Operative position and shall be provided with the same benefits, opportunity to earn overtime and shift differentials as other Operative employees. In addition, all Eligible Class Members hired shall receive retroactive seniority to the date of the original application for the purpose of benefits.

- (e) **Monetary Settlement:** La Pac agrees to distribute \$235,000 (\$195,050 in back pay and \$39,950 in interest), less legal deductions required by law from back pay only (such as federal, state and/ or local taxes and the Eligible Class Member s' share of FICA taxes), in equal shares among all Eligible Class Members on the final approved list. La Pac 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. These IRS forms will be mailed at the end of the year. La Pac will disburse the monetary settlement within 15 calendar days after OFCCP approves the final list of Eligible Class Members.

Within five calendar days of La Pac's receipt of a check to an Eligible Class Member returned as undeliverable, La Pac will notify OFCCP of this fact via e-mail sent to (b) (7) (e) (b) (7) (e) @dol.gov. OFCCP will attempt to locate the Eligible Class Member and if OFCCP obtains an alternate address or confirms the correct mailing address, La Pac will re-mail the check within five calendar days of receiving an alternate or corrected address. 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, La Pac will make a second distribution to all Eligible Class Members who cashed their first check if the amount of the un-cashed funds would result in a payment of \$30.00 or more to each of the located Eligible Class Members. If the total amount of un-cashed funds would result in a payment of less than \$30.00 to each located Eligible Class Member, La Pac shall use those un-cashed funds to provide training in equal employment opportunity to its personnel in addition to training it is obligated to provide described in paragraph (a) above.

2. **VIOLATION:** La Pac failed to maintain and have available for inspection personnel and employment records in accordance with the requirements of 41 CFR 60-1.12 and CFR Part 60-3. Specifically, during the period of January 19, 2010 through January 18, 2012, La Pac failed to maintain and/or make available to OFCCP complete and accurate records, including all applications used in the selection process, interview notes, and sewing test results.

REMEDY: La Pac will ensure any personnel or employment records made or kept shall be preserved in accordance with the requirements of 41 CFR 60-1.12(a) and 41 CFR 60-3.

3. **VIOLATION:** OFCCP found that La Pac failed to conduct adverse impact analyses in accordance with the requirements of 41 CFR 60-2.17(b), 60-3.4A and 60-3.15A2. Specifically, La Pac failed to conduct adverse impact analysis by each group constituting more than 2% of the labor force in the relevant labor area or 2% of the applicable workforce and maintain records or other information for each group that accurately disclosed the impact of its selection procedures as required by 41 CFR 60-3.4.

REMEDY: La Pac 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, La Pac must 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, La Pac must 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.

PART IV: REPORTING:

La Pac will submit various reports to OFCCP, and shall send each report described below to:

**Rachel M. Woods
District Director
U.S. DOL/OFCCP
600 South Maestri Place, Room 805
New Orleans, LA 70130**

1. Pursuant to paragraph (a) of Remedy 1, within 60 calendar days of the Effective Date of this Agreement La Pac will submit to OFCCP written documentation of the revised hiring process and procedures and shall confirm its comprehensive evaluation of its hiring policies, procedures, and practices, as well as implementation, training and monitoring of these policies, procedures and practices relating to its hiring in the Operative Job Group.
2. Pursuant to paragraph (a) of Remedy 1, with the first progress report below, which is approximately seven months of the Effective Date of this Agreement, La Pac will provide OFCCP with documentation that all managers, supervisors and other personnel involved in the hiring process for the Operative position have been trained in its hiring policies, procedures, and practices, as well as implementation, training and monitoring of these policies, procedures and practices relating to its hiring in the Operative Job Group. The documentation shall include the dates of the training, the names and job titles of all attendees, and the name and job titles of each person who conducted the training.
3. La Pac will also provide OFCCP with all documents and information referenced in paragraphs (b) and (d) of Remedy 1 within the prescribed timeframes. Such documents and information include, but are not necessarily limited to, letters returned as undeliverable, a list of Class Members who have not responded to or returned a fully executed Interest Form and Release within 60 calendar days of the Effective Date of the Agreement, a list of Class Members who have returned a signed Interest Form and Release within 120 calendar days of the Effective Date.

In addition to the above reports, La Pac will submit four semi-annual progress reports. The first semi-annual progress report shall be due seven months from the Effective Date of this Agreement and shall cover the six-month period beginning with the Effective Date.

Each subsequent report shall cover the successive six-month period, and shall be submitted 30 calendar days after the close of that six-month period. If there is an extension to the Conciliation Agreement because of the hiring obligation, La Pac shall continue to submit reports every six months until the end of its extended hiring obligation.

Pursuant to Violation 1, La Pac will submit the following in each progress report:

- 1. Documentation of monetary payments to all Eligible Class Members as specified in paragraphs (d) of Remedy 1. The documentation shall include the names of Eligible Class Members who were paid, and for each Eligible Class Member, the number and the amount of the check. La Pac agrees to provide OFCCP with copies of all canceled checks upon request.**
- 2. Documentation of the hires made to date of Eligible Class Members for the Operative position during the reporting period. Such documentation must include the name of each and every Eligible Class Member hired, the date of hire, and each Eligible Class Member's job titled hired into, starting wage and proof of retroactive seniority for purposes of benefits if hired until 26 black and 21 white class members are hired, or the list of class members who expressed an interest in employment is exhausted.**
- 3. For those Eligible Class Members who were considered for employment but were not hired, La Pac will provide the reason for non-hire along with all relevant documentation (e.g., documentation that the Eligible Class Member declined a job offer).**

La Pac will continue submitting the information above in progress reports until OFCCP determines that the back pay and hires have been fully implemented or until the hiring obligation has expired. La Pac will report on the hiring obligations every six months for two years. If the hiring obligation is not fulfilled within 24 months, OFCCP will extend the CA and implement provisions as set forth in Part III, Remedy 1 (d). If complete documentation is provided in one progress report, it need not be resubmitted in a subsequent progress report.

Pursuant to Violation 2, La Pac will submit the following in each progress report:

- 1. The total number of applicants and hires by applicable race, gender and ethnic group for Operative positions during the reporting period;**
- 2. For Operative positions, the results of La Pac's analysis as to whether its total selection process has adverse impact, as defined in 41 CFR 60-3.4D, on those members of groups set forth in 41 CFR 60-3.4 B;***
- 3. For each case where the total selection process has an adverse impact, as defined in 41 CFR 60-3.4D, the results of La Pac's evaluation of the individual components of the selection process for adverse impact;**
- 4. The actions taken by La Pac upon determining that any component of the selection process for Operatives has an adverse impact on members of groups set forth in subparagraph 1 and/or 2, above.**

***For purposes of the adverse impact analysis, La Pac must not include hires made of Eligible Class Members pursuant to this Agreement in that analysis.**

With respect to the adverse impact analyses, for all progress reports except the first, La Pac shall combine the data for the current report with the data from the previous report(s) to analyze at least a 12-month period. OFCCP may analyze a period longer than 12 months to determine if adverse impact exists.

La Pac will retain records pertinent to the violations resolved by this Conciliation Agreement and to the reports submitted under it, including the underlying information on which the reports are based, until the expiration date of the Conciliation Agreement or consistent with regulatory requirements, whichever is later.

La Pac agrees not to repeat the above violations.

PART V: SIGNATURES:

This Conciliation Agreement is hereby executed by and between the OFCCP and LaPac.

(b) (7) (c)

Mary Ellen Henry
Chief Executive Officer
La Pac Manufacturing, Inc.

Date: 7/21/15

(b) (7) (e)

Compliance Officer
New Orleans District Office
OFCCP

Date: 7/28/2015

(b) (7) (c)

Rachel M. Woods
District Director
New Orleans District Office
OFCCP

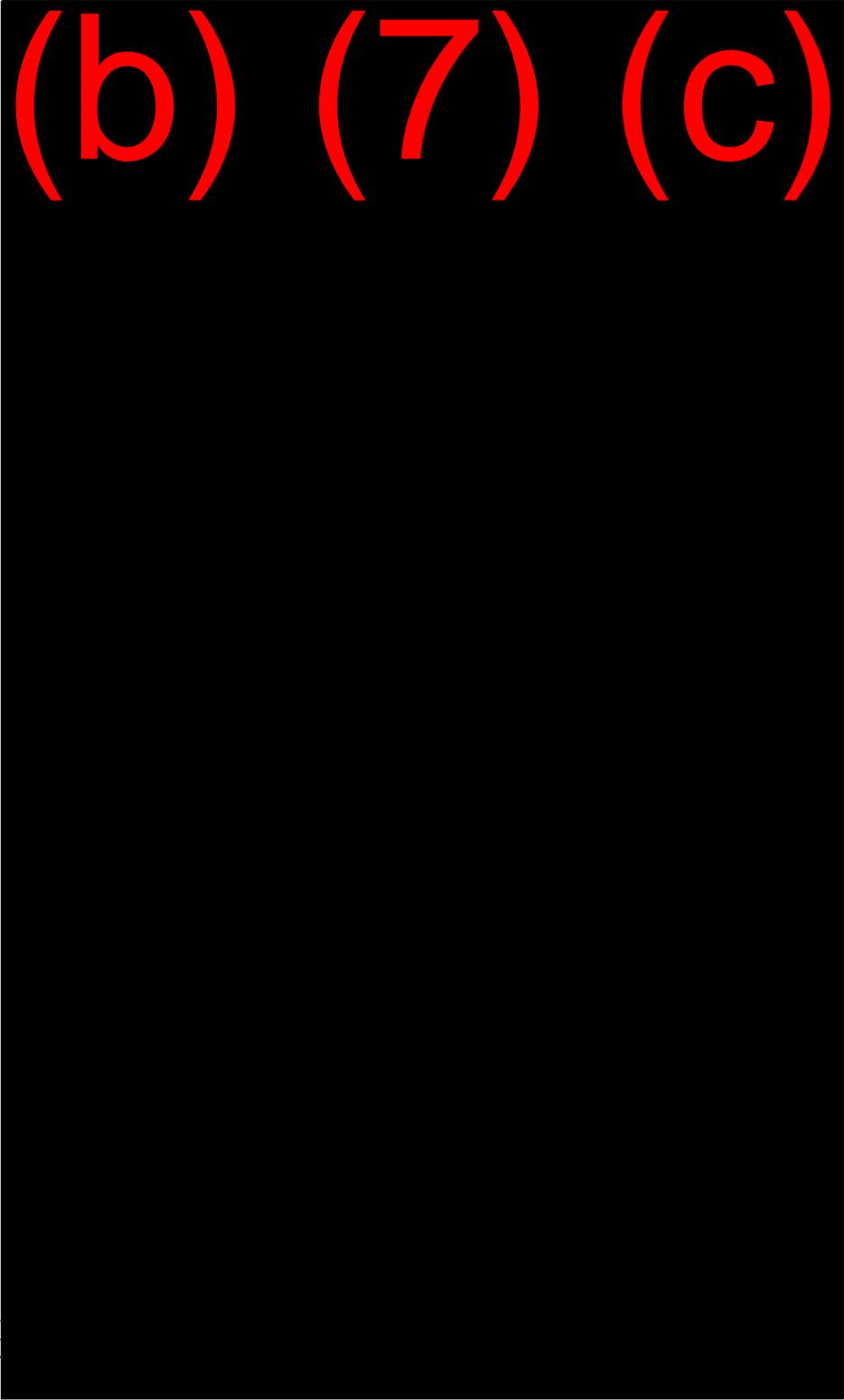
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(b) (7) (c)

Melissa L. Speer
Regional Director
Southwest & Rocky Mountain Region
OFCCP

Date: 7-30-2015

**ATTACHMENT 1
AFFECTED CLASS LIST**

CLASS NUMBER	LAST NAME	FIRST NAME	MIDDLE NAME	RACE	DATE APPLIED
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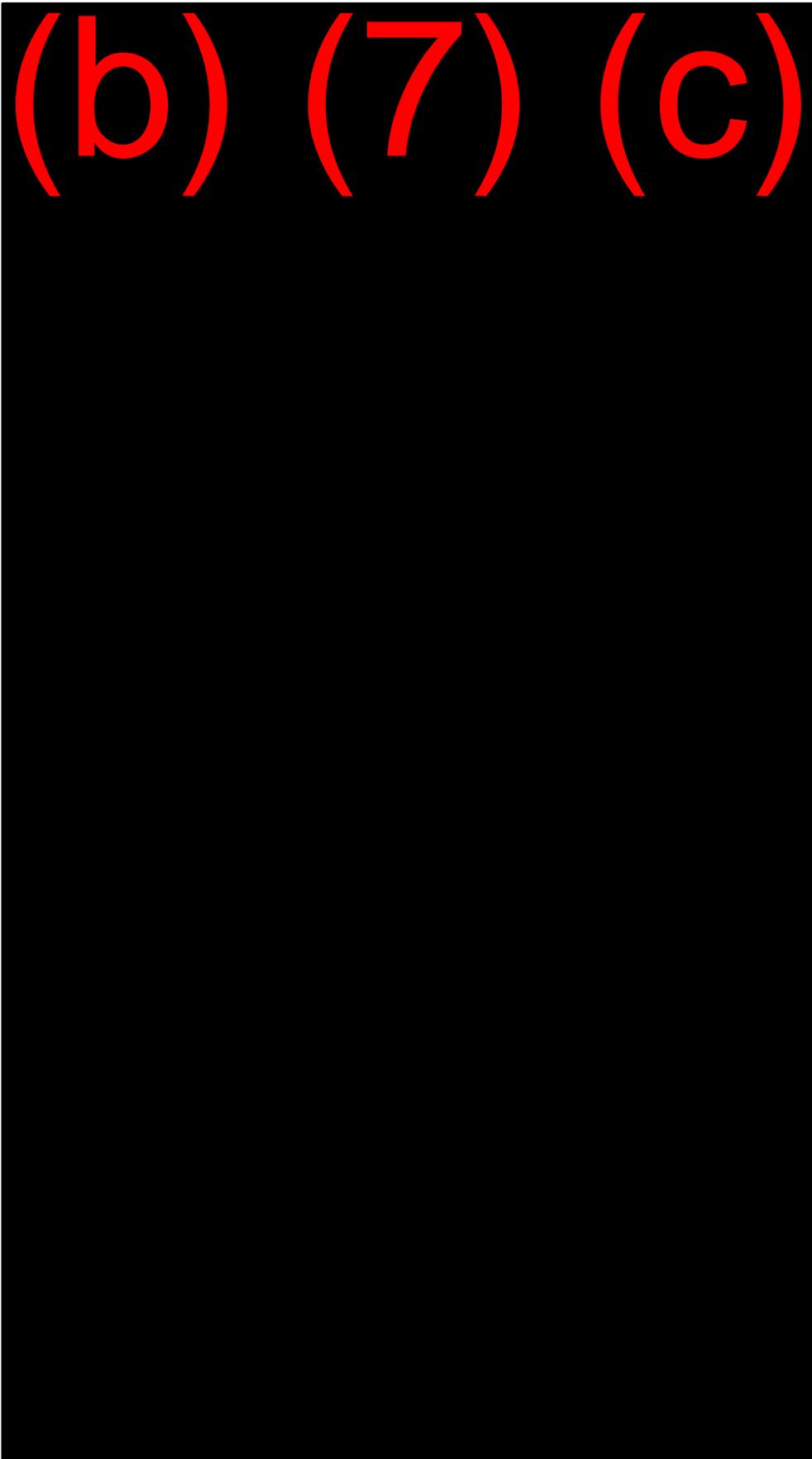
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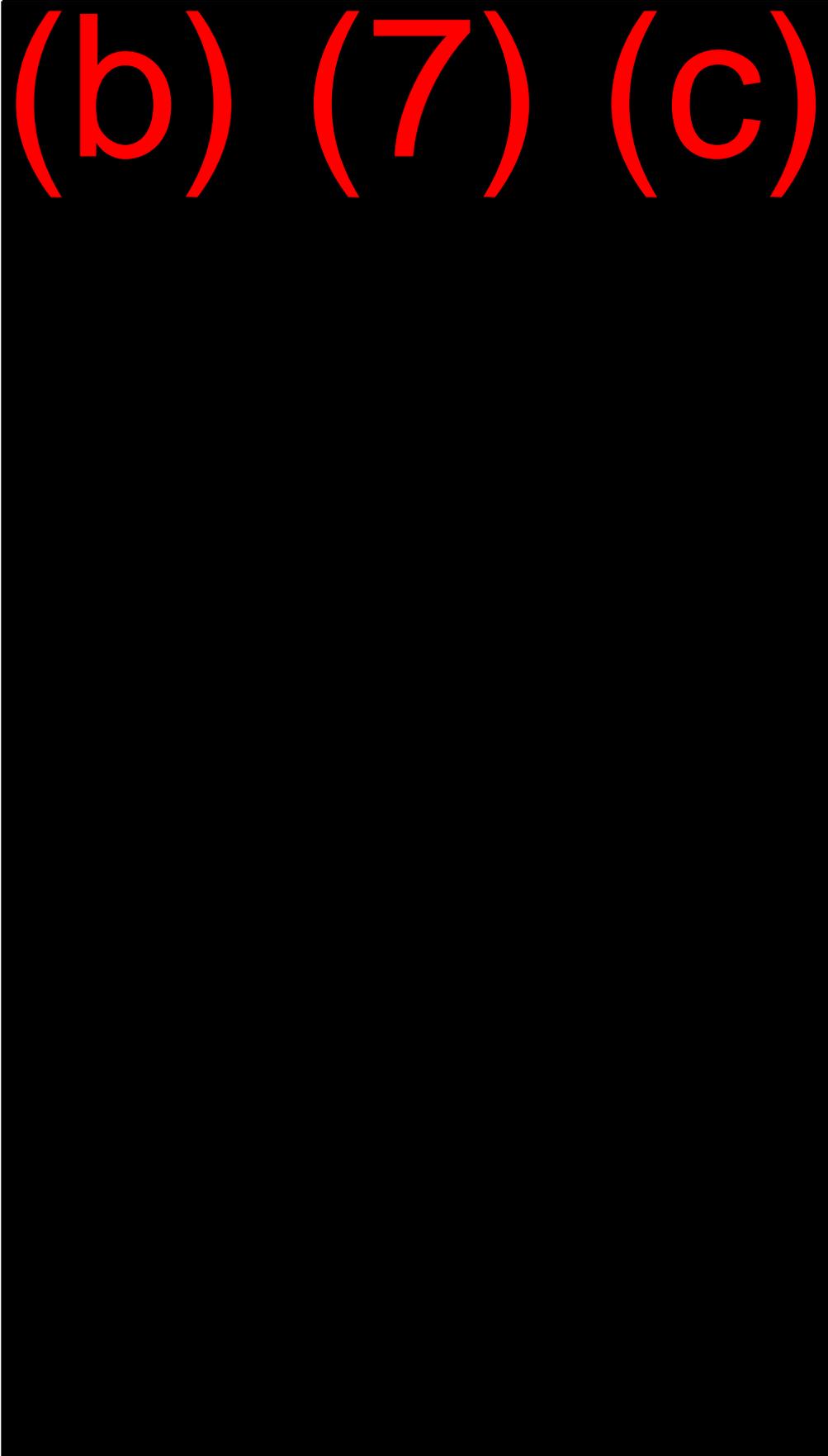
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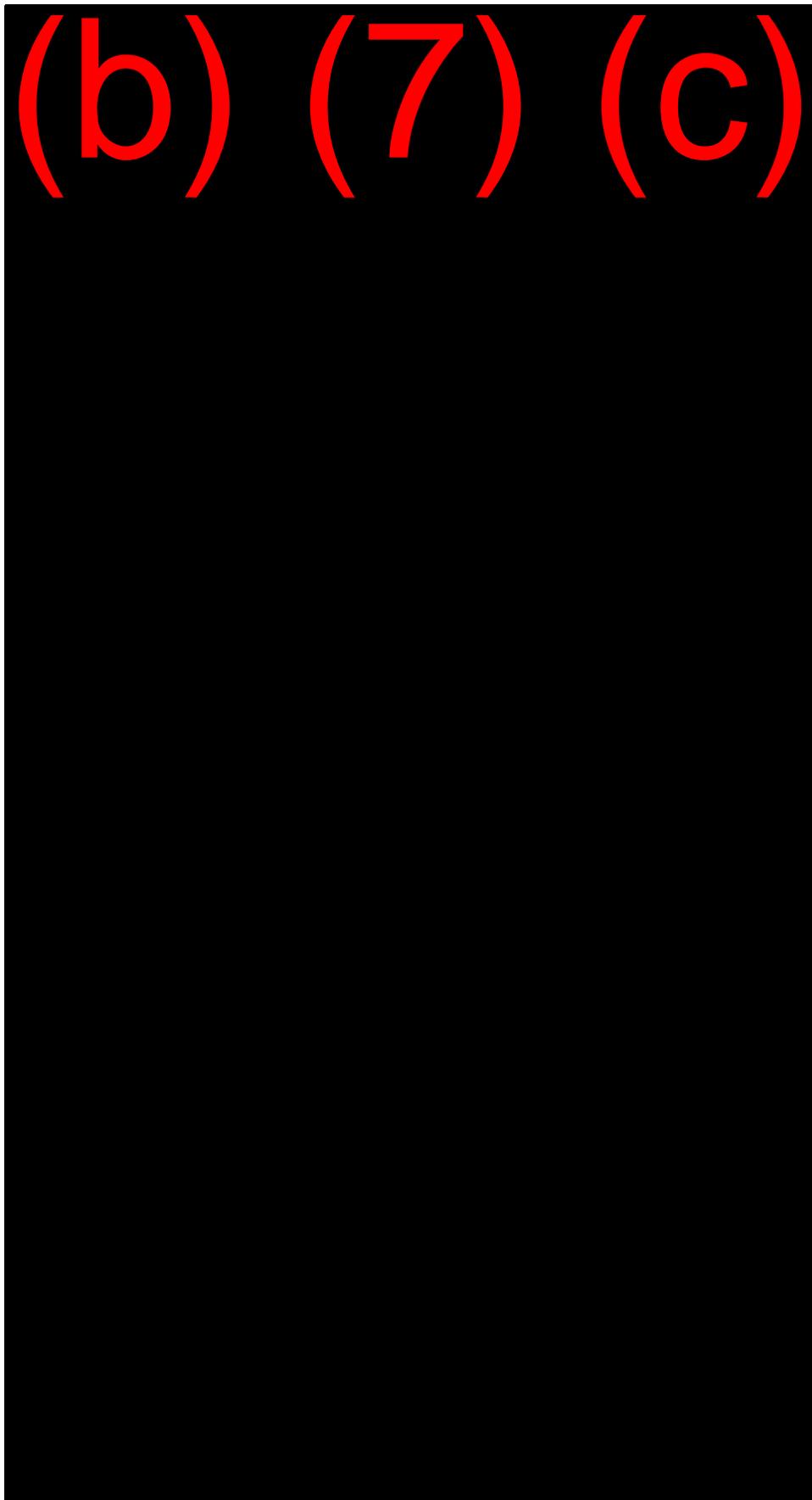
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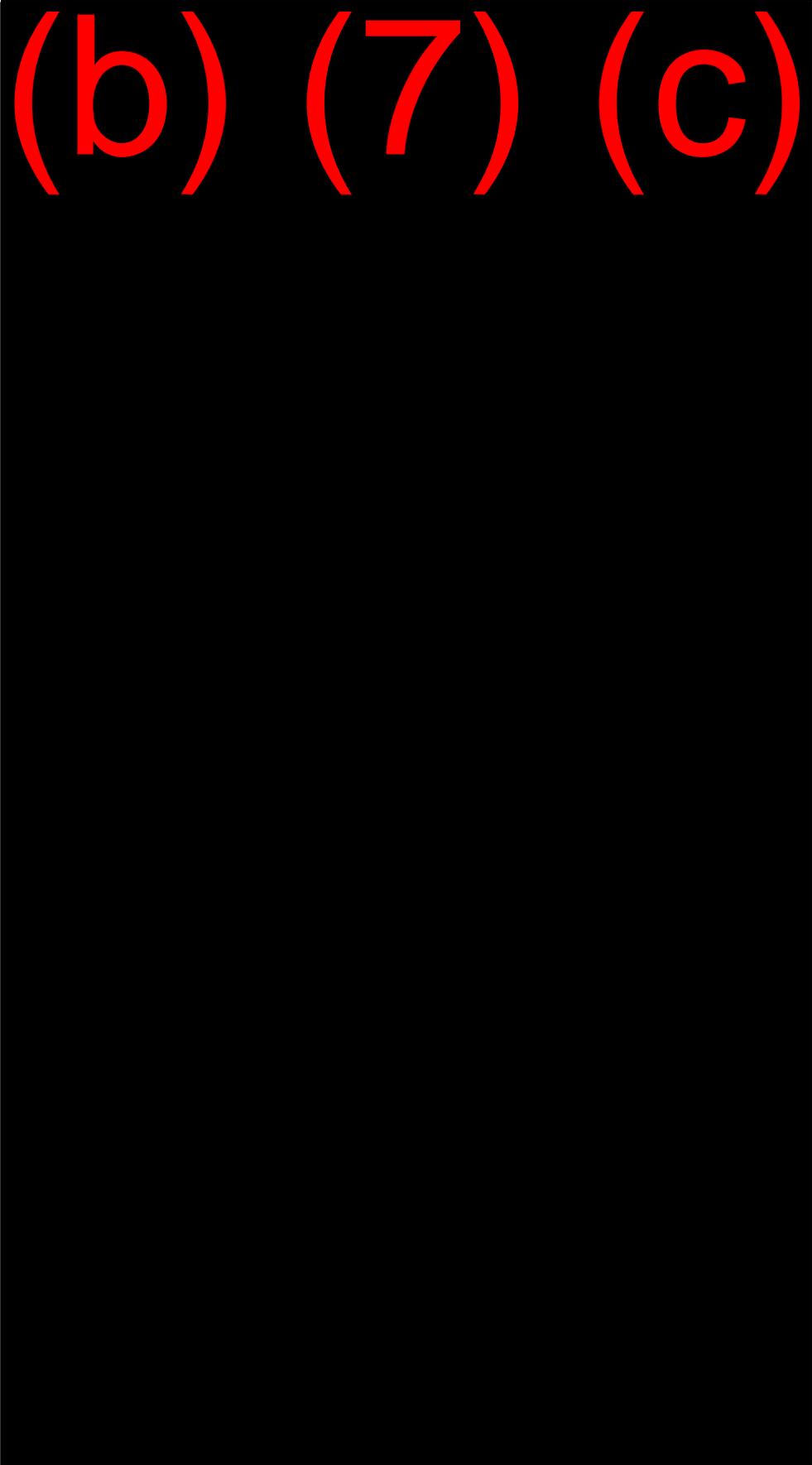
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ATTACHMENT 2

(NOTICE TO CLASS MEMBERS)

Dear Potential Class Member:

La Pac Manufacturing, Inc. ("La Pac") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to settle alleged disparities in selecting applicants for the Operative position at 1860 Highway 90 West, Crowley, Louisiana, during the period of January 19, 2010 through January 18, 2012, and to resolve the matter without further legal proceedings. La Pac has denied any wrongdoing. You have been identified as one of the individuals who was interested in applying for an Operative position during that time period but was not hired. To benefit under the Agreement, you may be required to provide proof of identity.

As part of this Agreement, you may be eligible to receive a payment of at least \$780.00 less lawful payroll deductions. Under the terms of this Agreement it may take up to six months from the date of this letter before you receive a payment. In order to be eligible for a payment, you must complete, sign and return the following two documents to the address below: (1) Information Verification & Employment Interest Form and (2) Release of Claims Under Executive Order 11246. These two documents should be returned as soon as possible, but they must be returned to the following address no later than **insert date 120 days first from the effective date of the Agreement** for you to be entitled to participate in this settlement:

La Pac Manufacturing, Inc.
ATTN: Mary Ellen Henry/Dan Schmit
1860 Highway 90 West
Crowley, Louisiana 70526

Enclosed please find a postage paid return envelope that you can use to return the completed and signed documents.

In addition to the monetary payment, La Pac may be making job offers for Operative positions to a limited number of individuals receiving this notification. It is not certain that you will receive a job. If you are still interested in employment with La Pac, please check the appropriate box on the enclosed Information Verification & Employment Interest Form. **You must go to LAPAC and fill out an application for an Operative position and note that your are applying for Requisition # (To Be Determined)** Those receiving this notice will be considered for Operative positions in the order that La Pac receives the Information Verification & Employment Interest Forms expressing an interest in employment. You must have the qualifications that are required for the position in order to be eligible to receive one of these positions and you will be required to meet La Pac's pre-established post-offer eligibility drug testing requirement.

By entering into this Agreement, La Pac has not admitted, nor has there been any finding by a court, that La Pac violated any laws when you were not considered or hired for the position for which you were interested. La Pac has entered into this Agreement to resolve alleged disparities in selecting applicants and to resolve the matter without further legal proceedings.

If you have any questions you may call Cheri Minckler at (866)916-2247, or OFCCP Compliance Officer (b) (7) (c) at (504) (b) (7) (c). Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO LA PAC OR BEFORE [INSERT DATE 120 DAYS FROM THE EFFECTIVE DATE OF THE AGREEMENT], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Sincerely,

Mary Ellen Henry
Chief Executive Officer
LAPAC Manufacturing, Inc.

Enclosures

Information Verification & Employment Interest Form
Release of Claims Under Executive Order 11246

ATTACHMENT 3

(VERIFICATION & EMPLOYMENT INTEREST FORM)

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

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

Name: _____ Street

Address: _____

City, State, Zip: _____ Phone

Numbers: _____

Notify La Pac at the address below if your address or phone number changes within the next twelve months.

Your Social Security Number is required for tax purposes: _____ - _____ - _____

For purposes of this settlement, it is necessary to verify your race/ethnicity and gender. Please check where applicable:

- White Black Hispanic Asian Native American
 Native Hawaiian or Pacific Islander Two or More Races

Please indicate below whether you are currently interested in employment in an Operative position with La Pac. If you complete, sign, and return this Information Verification & Employment Interest Form and the enclosed Release of Claims under Executive Order 11246, you will be eligible to receive the monetary payment whether or not you are interested in employment at this time.

- Yes, I am interested in employment with La Pac as an Operative.
 No, I am not interested in employment with La Pac as an Operative.

If you answer yes, you must come to LAPAC and complete an application for the Operative position and note that you are applying for Requisition # (To Be Determined). You will not be considered for an opening unless you have returned these completed forms and completed the application process for this requisition within 120 days of the date this Notice was postmarked. You must submit a new application even if you have previously submitted an application.

YOU MUST RETURN THIS FORM AND THE EXECUTED RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246 NO LATER THAN [INSERT DATE 120 DAYS FROM THE EFFECTIVE DATE OF THE AGREEMENT] TO:

La Pac Manufacturing, Inc.
ATTN: Mary Ellen Henry/Dan Schmit
1860 Hwy. 90West
Crowley, Louisiana 70526

If you meet this initial deadline, please be aware that your initial eligibility will be void under this Agreement if after issuing the monetary distribution, LAPAC and the OFCCP are unable to locate you, or if you fail to cash the check within 120 days of its original issuance for any reason. Upon expiration of this 120-day period, LAPAC will be released of any and all responsibility or liability to provide monetary settlement distribution monies to you as part of the Agreement.

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

Signature _____

Date _____

ATTACHMENT 4

(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 La Pac Manufacturing, Inc. ("La Pac") paying you money, you agree that you will not file any lawsuit against La Pac for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for Operative positions. It also says that La Pac 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 any 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 \$ 780.00 (less deductions required by law) by La Pac to me, which I agree is acceptable, I, _____, agree to the following:
(print name)

I hereby waive, release and forever discharge La Pac, 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 at any time through the effective date of this Release.

II.

I understand that La Pac denies that it treated me unlawfully or unfairly in any way and that La Pac 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 selecting applicants and to resolve the matter without further legal proceedings in the compliance evaluation initiated by OFCCP on January 12, 2012. I further agree that the payment of the aforesaid sum by La Pac to me is not to be construed as an admission of any liability by La Pac.

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. 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 La Pac no later than **[insert date 120 days from the effective date of the Agreement]**; I will not be entitled to receive the payment described above from La Pac.

V.

I understand that eligibility for any distribution of the monetary settlement funds under this Agreement shall be void if LAPAC and the OFCCP are unable to locate me, or if I fail to cash the settlement check within 120 days of original issuance of the check for any reason, including the failure to provide a correct mailing address. I understand that it is my responsibility to keep the Settlement Administrator apprised of my correct mailing address, and that LAPAC will be released of any and all liability to provide monetary settlement monies to me or any other initially Eligible Third-Party Beneficiary whose check remains un-cashed after the expiration of this 120-day period for any reason. I understand that this Release of Claims under Executive Order 11246 will be valid and enforceable even if my eligibility for any distribution of the monetary settlement funds under this Agreement is void for the aforementioned reasons.

IN WITNESS WHEREOF, I have signed this document on this _____ day of
_____, 2015.

Class Member Signature

ATTACHMENT 2

(NOTICE TO CLASS MEMBERS)

Dear Potential Class Member:

La Pac Manufacturing, Inc. ("La Pac") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to settle alleged disparities in selecting applicants for the Operative position at 1860 Highway 90 West, Crowley, Louisiana, during the period of January 19, 2010 through January 18, 2012, and to resolve the matter without further legal proceedings. La Pac has denied any wrongdoing. You have been identified as one of the individuals who was interested in applying for an Operative position during that time period but was not hired. To benefit under the Agreement, you may be required to provide proof of identity.

As part of this Agreement, you may be eligible to receive a payment of at least \$780.00 less lawful payroll deductions. Under the terms of this Agreement it may take up to six months from the date of this letter before you receive a payment. In order to be eligible for a payment, you must complete, sign and return the following two documents to the address below: (1) Information Verification & Employment Interest Form and (2) Release of Claims Under Executive Order 11246. These two documents should be returned as soon as possible, but they must be returned to the following address no later than **insert date 120 days first from the effective date of the Agreement** for you to be entitled to participate in this settlement:

La Pac Manufacturing, Inc.
ATTN: Mary Ellen Henry/Dan Schmit
1860 Highway 90 West
Crowley, Louisiana 70526

Enclosed please find a postage paid return envelope that you can use to return the completed and signed documents.

In addition to the monetary payment, La Pac may be making job offers for Operative positions to a limited number of individuals receiving this notification. It is not certain that you will receive a job. If you are still interested in employment with La Pac, please check the appropriate box on the enclosed Information Verification & Employment Interest Form. **You must go to LAPAC and fill out an application for an Operative position and note that you are applying for Requisition # (To Be Determined)** Those receiving this notice will be considered for Operative positions in the order that La Pac receives the Information Verification & Employment Interest Forms expressing an interest in employment. You must have the qualifications that are required for the position in order to be eligible to receive one of these positions and you will be required to meet La Pac's pre-established post-offer eligibility drug testing requirement.

By entering into this Agreement, La Pac has not admitted, nor has there been any finding by a court, that La Pac violated any laws when you were not considered or hired for the position for which you were interested. La Pac has entered into this Agreement to resolve alleged disparities in selecting applicants and to resolve the matter without further legal proceedings.

If you have any questions you may call Cheri Minckler at (866)916-2247, or OFCCP Compliance Officer (b) (7) (c) at (504)(b) (7) (c). Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO LA PAC OR BEFORE [INSERT DATE 120 DAYS FROM THE EFFECTIVE DATE OF THE AGREEMENT], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Sincerely,

Mary Ellen Henry
Chief Executive Officer
LAPAC Manufacturing, Inc.

Enclosures

Information Verification & Employment Interest Form
Release of Claims Under Executive Order 11246

ATTACHMENT 3

(VERIFICATION & EMPLOYMENT INTEREST FORM)

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

You must complete this form in order to be eligible for the monetary payment and/or employment opportunities under the terms of the Conciliation Agreement (“Agreement”) between La Pac Manufacturing, Inc. (“La Pac”) and the Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____ Street

Address: _____

City, State, Zip: _____ Phone

Numbers: _____

Notify La Pac at the address below if your address or phone number changes within the next twelve months.

Your Social Security Number is required for tax purposes: _____ - _____ - _____

For purposes of this settlement, it is necessary to verify your race/ethnicity and gender. Please check where applicable:

- White Black Hispanic Asian Native American
 Native Hawaiian or Pacific Islander Two or More Races

Please indicate below whether you are currently interested in employment in an Operative position with La Pac. If you complete, sign, and return this Information Verification & Employment Interest Form and the enclosed Release of Claims under Executive Order 11246, you will be eligible to receive the monetary payment whether or not you are interested in employment at this time.

- Yes, I am interested in employment with La Pac as an Operative.
 No, I am not interested in employment with La Pac as an Operative.

If you answer yes, you must come to LAPAC and complete an application for the Operative position and note that you are applying for Requisition # (To Be Determined). You will not be considered for an opening unless you have returned these completed forms and completed the application process for this requisition within 120 days of the date this Notice was postmarked. You must submit a new application even if you have previously submitted an application.

YOU MUST RETURN THIS FORM AND THE EXECUTED RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246 NO LATER THAN [INSERT DATE 120 DAYS FROM THE EFFECTIVE DATE OF THE AGREEMENT] TO:

La Pac Manufacturing, Inc.
ATTN: Mary Ellen Henry/Dan Schmit
1860 Hwy. 90West
Crowley, Louisiana 70526

If you meet this initial deadline, please be aware that your initial eligibility will be void under this Agreement if after issuing the monetary distribution, LAPAC and the OFCCP are unable to locate you, or if you fail to cash the check within 120 days of its original issuance for any reason. Upon expiration of this 120-day period, LAPAC will be released of any and all responsibility or liability to provide monetary settlement distribution monies to you as part of the Agreement.

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

Signature _____

Date _____

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In consideration of the payment of at least \$ 780.00 (less deductions required by law) by La Pac to me, which I agree is acceptable, I, _____, agree to the following:
(print name)

I hereby waive, release and forever discharge La Pac, 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 at any time through the effective date of this Release.

II.

I understand that La Pac denies that it treated me unlawfully or unfairly in any way and that La Pac 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 selecting applicants and to resolve the matter without further legal proceedings in the compliance evaluation initiated by OFCCP on January 12, 2012. I further agree that the payment of the aforesaid sum by La Pac to me is not to be construed as an admission of any liability by La Pac.

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IV.

I understand that if I do not sign this Release and return it to La Pac no later than **[insert date 120 days from the effective date of the Agreement]**; I will not be entitled to receive the payment described above from La Pac.

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IN WITNESS WHEREOF, I have signed this document on this _____ day of
_____, 2015.

Class Member Signature