

CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

ORAL ARTS LABORATORY, INC.

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated the facility of Oral Arts Laboratory, Inc. ("Oral Arts") located at 2700 Memorial Parkway Southwest, Huntsville, Alabama 35801 and found that Oral Arts was not in compliance with the Executive Order 11246, as amended ("E.O. 11246") and its implementing regulations at 41 C.F.R. Sections 60-1, 60-2, 60-3. OFCCP notified Oral Arts of the specific violations found and the corrective actions required in a Notice of Violation issued on (date). 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 Oral Arts enter this contract ("Conciliation Agreement" or "Agreement") and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

- A.** In exchange for Oral Arts' 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 Oral Arts violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
- B.** Oral Arts 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. Oral Arts will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.

- C.** Oral Arts understands that nothing in this Agreement relieves Oral Arts 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.
- D.** Oral Arts 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).
- E.** The parties understand the terms of this Agreement and enter into it voluntarily.
- F.** 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.
- G.** If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
- H.** This Agreement becomes effective on the day it is signed by the Regional Director of OFCCP’s Southeast Region (the “Effective Date”) unless the Director of OFCCP indicates otherwise within 30 calendar days of the date the Regional Director signs the Agreement.
- I.** This Agreement will expire 60 calendar days after Oral Arts submits the final progress report required in Part IV (D), below, unless OFCCP notifies Oral Arts in writing prior to the expiration date that Oral Arts has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Oral Arts has met all of its obligations under the Agreement.
- J.** If Oral Arts violates this Conciliation Agreement,

 - a. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:

 - i. If OFCCP believes that Oral Arts violated any term of the Agreement while it was in effect, OFCCP will send Oral Arts a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Oral Arts 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.

- iii. If Oral Arts 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.
 - iv. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- b. Oral Arts 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.
- K.** This Agreement does not constitute an admission by Oral Arts of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Oral Arts violated any laws.
- L.** Each party shall bear its own fees and expenses with respect to this matter.
- M.** This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with the creation of this settlement, will constitute evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this Agreement.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. **VIOLATION:** During the period November 13, 2011 through November 13, 2013, Oral Arts discriminated against female applicants on the basis of their gender in hiring for the Dental Lab Technician position. Specifically, Oral Arts' selection procedures resulted in a statistically significant difference in the rates at which female applicants were hired into the Dental Lab Technician position.

OFCCP's analysis of the applicant and hire data revealed that Oral Arts' selection procedures had an adverse impact on the hiring of female applicants for the Dental Lab Technician position. Additionally, Oral Arts failed to maintain all applications, test materials, self-identification forms, and interview records used as part of the selection process. Of the (b) (7) (e) qualified female applicants, (b) (7) (e) were hired; whereas of the (b) (7) (e) male applicants, (b) (7) (e) were hired. This resulted in a hiring shortfall of 7 females and a disparity that was statistically significant at (b) (7) (e) standard deviations. Oral Arts could not produce evidence demonstrating its validity in accordance with the Uniform Guidelines on Employee Selection Procedures ("UGESP"). This is a violation of 41 CFR § 60-1.4(a) (1), 41 CFR § 60-3.3A and 41 CFR § 60-3.15A.

OFCCP conducted an analysis of each step in the Dental Lab Technician position selection process and determined that the disparity was caused by Oral Arts' use of the dexterity test.

When analyzing the results of the dexterity test, OFCCP found that of the (b) female applicants who sat for the dexterity test, (b) passed, whereas of the (b) male applicants who sat for the dexterity test, (b) passed. This resulted in a shortfall of 14 females and a disparity that was statistically significant at (b) standard deviations. OFCCP further found that Oral Arts did not validate the dexterity test in accordance with the requirements of the Uniform Guidelines on Employee Selection Procedures, 41 C.F.R. Part 60-3. Accordingly, as a result of using the dexterity test, OFCCP concluded that Oral Arts discriminated against 83 females (“Affected Class Members”) in the selection for Dental Lab Technician position during the review period.¹

REMEDY: Oral Arts will cease and desist all selection procedures that resulted in discrimination against female applicants for Dental Lab Technician positions alleged in this Violation, as required by 41 CFR § 60-1.4(a)(1).

In addition, Oral Arts shall implement the following make-whole actions for the female applicants who were not hired for the Dental Lab Technician position during the review period of November 13, 2011 through November 13, 2013 due to the dexterity test (“Affected Class Members”).

- a) **Notification:** Within 45 calendar days of the Effective Date of this Agreement, Oral Arts must notify the 83 female applicants who were not hired (“Affected Class Members”) and are listed in Attachment A “Female Affected Class Members - Dental Lab Technician” of the terms of this Agreement by mailing by first class mail to each Affected Class Member the: Notice to Affected Class Members (Attachment B, “Notice”), Information Verification & Employment Interest Form (Attachment C, “Interest Form”), the Release of Claims under Executive Order 11246 (Attachment D, “Release”), and a postage paid return envelope. Affected Class Members will have 30 calendar days from the date they receive the Notice to return the completed “Information Verification & Employment Interest Form” and “Release of Claims under the Executive Order” to contact Jessica Anderson, Human Resources Director. Oral Arts will notify OFCCP of all letters returned as undeliverable within 60 calendar days of the effective date of this Agreement. OFCCP will then attempt to obtain and provide updated addresses to Oral Arts within 30 calendar days of receiving the list from Oral Arts. Oral Arts will have an additional 60 calendar days from receipt of the list of Affected Class Members located by OFCCP with new addresses to notify the individuals of their status as Affected Class Members (referred to as the “Second Notice”) and to determine their interest in employment using Attachments B, C and D, as described above.

¹ OFCCP revised the Affected Class Members list based on black females being remedied as part of the Affected Class Members at violation number 3 and female applicants impacted by dexterity test yet hired into positions other than Dental Lab Technician. This resulted in a final list of 83 female Affected Class Members identified at Attachment A “Female Affected Class Members - Dental Lab Technician” of this Agreement for this violation.

- b) **Eligibility:** All Affected Class Members listed on Attachment A (“Female Affected Class Members - Dental Lab Technician”) who sign and return the Release and Interest Form to Oral Arts within 30 calendar days of the postmarked date on the envelope containing the first or second Notice, Interest Form and Release are Affected Class Members and will receive an equal share of the monetary settlement and, if indicating an interest in employment, will be considered for a Dental Lab Technician position pursuant to this Agreement provided that they meet the minimum qualifications, at the time that they apply, and that they successfully complete the selection process. If an Affected Class Member does not return the Release and Interest Form to Oral Arts within 30 calendar days of the postmarked date on the envelope containing the first or second Notice, Interest Form, and Release, she will no longer be entitled to any relief pursuant to this Agreement.

Within 15 calendar days after the response deadline set out in the Second Notice to Affected Class Members, Oral Arts will provide OFCCP with a list of the Affected Class Members (individuals who returned the Interest Form by the respective deadline). Within 15 calendar days after receiving the list, OFCCP will approve the final list of Affected Class Members or discuss with Oral Arts any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

All Affected Class Members who appear on the final list of Affected Class Members approved by OFCCP are entitled to an equal share of the monetary settlement regardless of whether they are interested in employment with Oral Arts.

- c) **Monetary Settlement:** Oral Arts agrees to distribute \$19,210.00 (\$18,243.00 in back pay and \$967.00 in interest), less deductions required by law on the portion representing back pay only (such as federal, state and/ or local taxes and the Affected Class Members’ share of FICA taxes), in equal shares among all those on the final Affected Class Members list. Oral Arts will pay the Internal Revenue Service (“IRS”) the employer’s share of social security withholdings and will mail each Affected 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, if required. These IRS forms will be mailed at the end of the applicable tax year in which the funds are disbursed. Oral Arts will disburse the monetary settlement within 30 calendar days after OFCCP approves the final list of Affected Class Members.

Within 15 calendar days of Oral Arts’ receipt of a check to an Affected Class Member returned as undeliverable, Oral Arts will notify OFCCP of this fact via e-mail sent to Compliance Officer (b) (7) (e) @dol.gov. OFCCP will have 15 calendar days to locate the Affected Class Member, and if OFCCP obtains an alternate address in the designated time period, Oral Arts will re-mail the check within 15 calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 calendar days after the initial date the check was mailed to the Affected Class Member will be void. With respect to any checks that are returned as undeliverable after the second mailing, Oral Arts will make a second distribution, in

equal shares, to all Affected Class Members who cashed their first check, if the total amount of the undelivered checks would result in a payment of \$20.00 or more to each of the located Affected Class Members who cashed at least one of their checks. Oral Arts will mail the second distribution, if required, to such Affected Class Members within 135 calendar days after the initial date the checks were mailed to all Affected Class Members. Any delivered, but uncashed, funds that remain after the second distribution, Oral Arts will deposit all the funds to be paid pursuant to this Conciliation Agreement in an interest bearing account maintained by Oral Arts at the prevailing interest rate. Oral Arts will notify OFCCP when this action is complete and provide appropriate documentation. Oral Arts will provide OFCCP with a point of contact who can provide the current balance of the account and the amount of accrued interest at which time OFCCP and Oral Arts will agree to the use of the funds for redistribution.

- d) Employment: As positions become available, Oral Arts will consider and make offers in writing via certified mail to Eligible Affected Class Members, not currently employed by Oral Arts, who express interest in employment with Oral Arts at its establishment or outside recruitment sources until 7 Affected Class Members are offered positions in the Dental Lab Technician position, or until the list of Affected Class Members expressing an interest in employment is exhausted, whichever occurs first. The written job offer shall include the job title and starting hourly wage.

Eligible Affected Class Members will be considered in the order that Oral Arts receive their Interest Forms. If Oral Arts receives more than one response on any given day, those Eligible Affected Class Members will be considered for employment based on the date of their first original application to Oral Arts. Oral Arts must initiate its hiring process of Eligible Affected Class Members within 30 calendar days after the OFCCP notifies Oral Arts of its approval of the final Eligible Affected Class Member list and will attempt to satisfy its hiring obligations under this section within 1 year of the Effective Date of this Agreement. If Oral Arts is not able to make 7 offers of employment to Eligible Affected Class Members or exhaust the list of Eligible Affected Class Members expressing an interest in employment within 1 year, OFCCP may extend the hiring provision only of this Agreement for up to 6 months or until Oral Arts satisfies its employment obligations, whichever occurs first. Until the list of Eligible Affected Class Members is exhausted, the female Eligible Affected Class Members will have priority over all other candidates for hire into the Dental Lab Technician positions.

The report-to-work date for Eligible Affected Class Members hired pursuant to this Agreement shall be no later than 14 calendar days after the date of the written conditional job offer. If any Eligible Affected Class Member does not report to work on the day designated by Oral Arts without providing Oral Arts on or before that day notice of good cause for the absence (e.g. personal illness or care for an immediate family member), or if good cause is provided and the Eligible Affected Class Member does not report to work within 5 calendar days of the original designated start date, Oral Arts may withdraw the job offer and shall be under no obligation to hire such Eligible Affected Class Member under this Agreement. Documentation of all hiring decisions, including job offers made and reasons for rejection, will be available for review by OFCCP.

- e) **Retroactive Seniority**: Affected Class Members who begin employment as a result of this Agreement will be given retroactive seniority dating back to the date each hired Affected Class Member originally applied for employment. Such retroactive seniority shall be provided solely for purposes of vacation, paid personal business or illness days, hourly rate, Income Extension Aid, Family Medical Leave Act, and other mandated state or local leaves.
- f) **Selection Procedures**: Pursuant to Oral Arts' agreement to cease and desist in the use of all selection procedures which resulted in the discrimination of female applicants for Dental Lab Technician positions, Oral Arts will discontinue the use of the reading, typing, and dexterity tests. Additionally, Oral Arts will examine, monitor and modify its selection procedures as necessary to ensure that the selection criteria are applied uniformly and the hiring decisions for the Dental Lab Technician positions are made in non-discriminatory manner, and to ensure that all stages of its revised selection procedures are in compliance with 41 CFR 60-1.4(a) and 41 CFR 60-3, the Uniform Guidelines on Employee Selection Procedures ("UGESP").

OFCCP recognizes that Oral Arts has implemented proactive measures since OFCCP's review to address the selection process issues identified during OFCCP's evaluation. Oral Arts has implemented the following: (1) discontinued use of all pre-employment tests used during the period under review and purchased test(s) which Oral Arts states has (have) been properly validated for pre-employment screening; (2) discontinued the use of employment agencies and temporary employment services and; will assume all responsibility for its recruiting and staffing; (3) hired more experienced Human Resources staff, (4) increased local outreach efforts, and (5) purchased a Human Resources Information System ("HRIS") to properly track applicant data.

- g) **Training**: Within 75 calendar days from the effective date of this Agreement, Oral Arts shall conduct mandatory training for all of its human resource personnel, managers, and supervisors involved in the selection process for all Dental Lab Technician positions. Such training will cover recruitment and applicant tracking procedures; the neutral application of the specified qualifications and criteria that will be used at each step in the selection process; procedures to be used to document the decisions made at each step in the selection process; and procedures to be used to ensure that documents are retained in accordance with 41 CFR § 60-1.4(a) (1), 41 CFR § 60-1.12(a) and 41 CFR § 60-3. Such training will also cover subjects of equal employment opportunity rights and responsibilities, legal prohibitions against discrimination on the basis of sex, race, national origin, color, religion, disability, sexual orientation, gender identity, and veteran status, and Oral Arts' commitment to diversity and non-discriminatory hiring.
2. **VIOLATION**: During the period November 13, 2011 through November 13, 2013, Oral Arts discriminated against male applicants on the basis of their gender in hiring for Shipping positions. Specifically, Oral Arts' selection procedures and its failure to apply its selection criteria uniformly for all applicants resulted in a statistically significant difference in the rates at which male applicants were hired.

OFCCP's analysis of the applicant and hiring data revealed that Oral Arts' selection process had an adverse impact on the hiring of male applicants for Shipping positions. Additionally, Oral Arts failed to maintain all applications, self-identification forms, and interview records used as part of its selection process. Of the (b) (7) (e) qualified male applicants, (b) (7) (e) were hired; whereas of the (b) (7) (e) female applicants, (b) (7) (e) were hired. This resulted in a hiring shortfall of 4 male applicants and a disparity that was statistically significant at (b) (7) (e) standard deviations.

REMEDY: Oral Arts will cease and desist all selection procedures that resulted in discrimination against male applicants for Shipping positions alleged in this Violation, as required by 41 CFR § 60-1.4(a)(1).

In addition, Oral Arts shall implement the following make whole actions for the male applicants who were not hired for the Shipping positions during the review period of November 13, 2011 through November 13, 2013 ("Affected Class Members").²

- a) **Notification:** Within 45 calendar days of the Effective Date of this Agreement, Oral Arts must notify the 57 male applicants who were not hired ("Affected Class Members") and are listed in Attachment A "Male Affected Class Members - Shipping" of the terms of this Agreement by mailing by first class mail to each Affected Class Member the: Notice to Affected Class Members (Attachment B, "Notice"), Information Verification & Employment Interest Form (Attachment C, "Interest Form"), the Release of Claims under Executive Order 11246 (Attachment D, "Release"), and a postage paid return envelope. Affected Class members will have 30 calendar days from the date they receive the Notice to return the completed "Information Verification & Employment Interest Form" and "Release of Claims under the Executive Order" to Jessica Anderson, Human Resources Director. Oral Arts will notify OFCCP of all letters returned as undeliverable within 60 calendar days of the effective date of this Agreement. OFCCP will then attempt to obtain and provide updated addresses to Oral Arts within 30 calendar days of receiving the list from Oral Arts. Oral Arts will have an additional 60 calendar days from receipt of the list of Affected Class Members located by OFCCP with new addresses to notify the individuals of their status as Affected Class Members (referred to as the "Second Notice") and to determine their interest in employment using Attachments B, C and D, as described above.
- b) **Eligibility:** All Affected Class Members (listed on Attachment A "Male Affected Class Members - Shipping") who sign and return the Release and Interest Form to Oral Arts within 30 calendar days of the postmarked date on the envelope containing the first or second Notice, Interest Form and Release are Affected Class Members and will receive an equal share of the monetary settlement and, if indicating an interest in employment, will be considered for a Shipping position pursuant to this Agreement provided that they meet the minimum qualifications, at the time that they apply, and that they successfully

² OFCCP revised the Affected Class Members list based one black male remedied as part of the Affected Class Members associated with Violation Number 3 below, impacted by the dexterity test.

complete the selection process. If an Affected Class Member does not return the Release and Interest Form to Oral Arts within 30 calendar days of the postmarked date on the envelope containing the first or second Notice, Interest Form, and Release, he will no longer be entitled to any relief pursuant to this Agreement.

Within 15 calendar days after the response deadline set out in the Second Notice to Affected Class Members, Oral Arts will provide OFCCP with a list of the Affected Class Members (individuals who returned the Interest Form by the respective deadline). Within 15 calendar days after receiving the list, OFCCP will approve the final list of Affected Class Members or discuss with Oral Arts any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

All Affected Class Members who appear on the final list of Affected Class Members approved by OFCCP are entitled to an equal share of the monetary settlement regardless of whether they are interested in employment with Oral Arts.

- c) Monetary Settlement: Oral Arts agrees to distribute \$42,077.00 (\$39,760.00 in back pay and \$2,317.00 in interest), less deductions required by law on the portion representing back pay only (such as federal, state and/ or local taxes and the Affected Class Members' share of FICA taxes), in equal shares among all those on the final Affected Class Members list. Oral Arts will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail each Affected 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, if required. These IRS forms will be mailed at the end of the applicable tax year in which the funds are disbursed. Oral Arts will disburse the monetary settlement within 30 calendar days after OFCCP approves the final list of Affected Class Members.

Within 15 calendar days of Oral Arts' receipt of a check to an Affected Class Member returned as undeliverable, Oral Arts will notify OFCCP of this fact via e-mail sent to Compliance Officer (b) (7) (e) @dol.gov. OFCCP will have 15 calendar days to locate the Affected Class Member, and if OFCCP obtains an alternate address in the designated time period, Oral Arts will re-mail the check within 15 calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 calendar days after the initial date the check was mailed to the Affected Class Member will be void. With respect to any checks that are returned as undeliverable after the second mailing, Oral Arts will make a second distribution, in equal shares, to all Affected Class Members who cashed their first check, if the total amount of the undelivered checks would result in a payment of \$20.00 or more to each of the located Affected Class Members who cashed at least one of their checks. Oral Arts will mail the second distribution, if required, to such Affected Class Members within 135 calendar days after the initial date the checks were mailed to all Affected Class Members. Any delivered, but uncashed, funds that remain after the second distribution, the funds described in this section will be placed in the same interest bearing account described above and handled in the same manner as stated.

- d) Employment: As positions become available, Oral Arts will consider and make offers in writing via certified mail to Eligible Affected Class Members, not currently employed by Oral Arts, who express interest in employment with Oral Arts at its establishment or outside recruitment sources until 4 Eligible Affected Class Members are offered positions in Shipping positions, or until the list of Eligible Affected Class Members expressing an interest in employment is exhausted, whichever occurs first. The written job offer shall include the job title and starting hourly wage.

Eligible Affected Class Members will be considered in the order that Oral Arts receive their Interest Forms. If Oral Arts receives more than one response on any given day, those Eligible Affected Class Members will be considered for employment based on the date of their first original application to Oral Arts. Oral Arts must initiate its hiring process of Eligible Affected Class Members within 30 calendar days after the OFCCP notifies Oral Arts of its approval of the final Eligible Affected Class Member list and will attempt to satisfy its hiring obligations under this section within 1 year of the Effective Date of this Agreement. If Oral Arts is not able to make 4 offers of employment to Eligible Affected Class Members or exhaust the list of Eligible Affected Class Members expressing an interest in employment within 1 year, OFCCP may extend the hiring provision only of this Agreement for up to 6 months or until Oral Arts satisfies its employment obligations, whichever occurs first. Until the list of Eligible Affected Class Members is exhausted, the male Eligible Affected Class Members will have priority over all other candidates for hire into Shipping positions.

The report-to-work date for Eligible Affected Class Members hired pursuant to this Agreement shall be no later than 14 calendar days after the date of the written conditional job offer. If any Eligible Affected Class Member does not report to work on the day designated by Oral Arts without providing Oral Arts on or before that day notice of good cause for the absence (e.g. personal illness or care for an immediate family member), or if good cause is provided and the Eligible Affected Class Member does not report to work within 5 calendar days of the original designated start date, Oral Arts may withdraw the job offer and shall be under no obligation to hire such Eligible Affected Class Member under this Agreement. Documentation of all hiring decisions, including job offers made and reasons for rejection, will be available for review by OFCCP.

- e) Retroactive Seniority: Affected Class Members who begin employment as a result of this Agreement will be given retroactive seniority dating back to the date each hired Affected Class Member originally applied for employment. Such retroactive seniority shall be provided solely for purposes of vacation, paid personal business or illness days, hourly rate, Income Extension Aid, Family Medical Leave Act, and other mandated state or local leaves.
- f) Selection Procedures: Pursuant to Oral Arts' agreement to cease and desist in the use of all selection procedures which resulted in the discrimination of male applicants for Shipping positions, Oral Arts will examine, monitor and modify its selection procedures as necessary to ensure that the selection criteria are applied uniformly and the hiring decisions for Shipping positions are made in non-discriminatory manner, and to ensure

that all stages of its revised selection procedures are in compliance with 41 CFR 60-1.4(a) and 41 CFR 60-3, the Uniform Guidelines on Employee Selection Procedures (“UGESP”).

OFCCP recognizes that Oral Arts has implemented proactive measures since the review to address the selection process issues identified during the evaluation as described above.

- g) **Training:** Training for all of its human resource personnel, managers, and supervisors involved in the selection process for all Shipping positions will be conducted in the same manner as described at page 7 of this Agreement.
3. **VIOLATION:** During the period November 13, 2011 through November 13, 2013, Oral Arts discriminated against black applicants on the basis of their race in hiring in the Dental Lab Technician position. Specifically, Oral Arts’ selection procedures and its failure to apply its selection criteria uniformly for all applicants resulted in a statistically significant difference in the rates at which black applicants were hired into Dental Lab Technician positions. This is a violation of 41 CFR § 60-1.4(a) (1).

OFCCP’s analysis of the applicant and hiring data revealed that Oral Arts’ selection process had an adverse impact on the hiring of black applicants for Dental Lab Technician positions. Additionally, Oral Arts failed to maintain all applications, self-identification forms, and interview records used as part of the selection process. Of the (b) (7) (e) qualified black applicants, (b) (7) (e) were hired; whereas of the (b) (7) (e) white applicants, (b) (7) (e) were hired. This resulted in a hiring shortfall of 8 black applicants and a disparity that was statistically significant at (b) (7) (e) standard deviations.

REMEDY: Oral Arts will cease and desist all selection procedures that resulted in discrimination against black applicants for Dental Lab Technician positions alleged in this Violation, as required by 41 CFR § 60-1.4(a)(1).

Oral Arts shall implement the following make-whole actions for the black applicants who were not hired for the Dental Lab Technician positions during the review period of November 13, 2011 through November 13, 2013 (“Affected Class Members”).³

- a) **Notification:** Within 45 calendar days of the Effective Date of this Agreement, Oral Arts must notify the 19 black applicants who were not hired (“Affected Class Members”) and are listed in Attachment A “Black Affected Class Members - Dental Lab Technician” of the terms of this Agreement by mailing by first class mail to each Affected Class Member the: Notice to Affected Class Members (Attachment B, “Notice”), Information Verification & Employment Interest Form (Attachment C, “Interest Form”), the Release

³ OFCCP revised the Affected Class Members list based on 2 black males remedied as part of the Affected Class Members associated with Violation Number 2 above. Additionally, OFCCP recognizes and accepts Oral Arts hiring of 11 blacks into positions other than Dental Lab Technician.

of Claims under Executive Order 11246 (Attachment D, "Release"), and a postage paid return envelope. Affected Class Members will have 30 calendar days from the date they receive the Notice to return the completed "Information Verification & Employment Interest Form" and "Release of Claims under the Executive Order" to the Claims Administrator. Oral Arts will notify OFCCP of all letters returned as undeliverable within 60 calendar days of the effective date of this Agreement. OFCCP will then attempt to obtain and provide updated addresses to Oral Arts within 30 calendar days of receiving the list from Oral Arts. Oral Arts will have an additional 60 calendar days from receipt of the list of Affected Class Members located by OFCCP with new addresses to notify the individuals of their status as Affected Class Members (referred to as the "Second Notice") and to determine their interest in employment using Attachments B, C and D, as described above.

- b) **Eligibility:** All Affected Class Members (listed on Attachment A "Black Affected Class Members - Dental Lab Technician") who sign and return the Release and Interest Form to Oral Arts within 30 calendar days of the postmarked date on the envelope containing the first or second Notice, Interest Form and Release are Affected Class Members and will receive an equal share of the monetary settlement and, if indicating an interest in employment, will be considered for Dental Lab Technician positions pursuant to this Agreement provided that they meet the minimum qualifications, at the time that they apply, and that they successfully complete the selection process. If an Affected Class Member does not return the Release and Interest Form to Oral Arts within 30 calendar days of the postmarked date on the envelope containing the first or second Notice, Interest Form, and Release, he/she will no longer be entitled to any relief pursuant to this Agreement.

Within 15 calendar days after the response deadline set out in the Second Notice to Affected Class Members, Oral Arts will provide OFCCP with a list of the Affected Class Members (individuals who returned the Interest Form by the respective deadline). Within 15 calendar days after receiving the list, OFCCP will approve the final list of Affected Class Members or discuss with Oral Arts any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

All Affected Class Members who appear on the final list of Affected Class Members approved by OFCCP are entitled to an equal share of the monetary settlement regardless of whether they are interested in employment with Oral Arts.

- c) **Monetary Settlement:** Oral Arts agrees to distribute \$53,713.00 (\$51,046.00 in back pay and \$2,667.00 in interest), less deductions required by law on the portion representing back pay only (such as federal, state and/ or local taxes and the Affected Class Members' share of FICA taxes), in equal shares among all those on the final Affected Class Members list. Oral Arts will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail each Affected 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, if required. These IRS forms

will be mailed at the end of the applicable tax year in which the funds are disbursed. Oral Arts will disburse the monetary settlement within 30 calendar days after OFCCP approves the final list of Affected Class Members.

Within 15 calendar days of Oral Arts' receipt of a check to an Affected Class Member returned as undeliverable, Oral Arts will notify OFCCP of this fact via e-mail sent to Compliance Officer (b) (7) (e) dol.gov. OFCCP will have 15 calendar days to locate the Affected Class Member, and if OFCCP obtains an alternate address in the designated time period, Oral Arts will re-mail the check within 15 calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 calendar days after the initial date the check was mailed to the Affected Class Member will be void. With respect to any checks that are returned as undeliverable after the second mailing, Oral Arts will make a second distribution, in equal shares, to all Affected Class Members who cashed their first check, if the total amount of the undelivered checks would result in a payment of \$20.00 or more to each of the located Affected Class Members who cashed at least one of their checks. Oral Arts will mail the second distribution, if required, to such Affected Class Members within 135 calendar days after the initial date the checks were mailed to all Affected Class Members. Any delivered, but uncashed, funds that remain after the second distribution, the funds described in this section will be placed in the same interest bearing account described above and handled in the same manner as stated.

- d) Employment: As positions become available, Oral Arts will consider and make offers in writing via certified mail to Eligible Affected Class Members, not currently employed by Oral Arts, who express an interest in employment with Oral Arts at its establishment or outside recruitment sources until 8 Eligible Affected Class Members are offered positions in Dental Lab Technician positions, or until the list of Eligible Affected Class Members expressing an interest in employment is exhausted, whichever occurs first. The written job offer shall include the job title and starting hourly wage.

Eligible Affected Class Members will be considered in the order that Oral Arts receives their Interest Forms. If Oral Arts receives more than one response on any given day, those Eligible Affected Class Members will be considered for employment based on the date of their first original application to Oral Arts. Oral Arts must initiate its hiring process of Eligible Affected Class Members within 30 calendar days after the OFCCP notifies Oral Arts of its approval of the final Eligible Affected Class Member list and will attempt to satisfy its hiring obligations under this section within 1 year of the Effective Date of this Agreement. If Oral Arts is not able to make 8 offers of employment to Eligible Affected Class Members or exhaust the list of Eligible Affected Class Members expressing an interest in employment within 1 year, OFCCP may extend the hiring provision only of this Agreement for up to 6 months or until Oral Arts satisfies its employment obligations, whichever occurs first. Until the list of Eligible Affected Class Members is exhausted, the black Eligible Affected Class Members will have priority over all other candidates for hire into Dental Lab Technician positions.

The report-to-work date for Eligible Affected Class Members hired pursuant to this Agreement shall be no later than 14 calendar days after the date of the written conditional job offer. If the Eligible Affected Class Member does not report to work on the day designated by Oral Arts without providing Oral Arts on or before that day notice of good cause for their absence (e.g. personal illness or care for an immediate family member), or if good cause is provided and the Eligible Affected Class Member does not report to work within 5 calendar days of the original designated start date, Oral Arts may withdraw the job offer and shall be under no obligation to hire such Eligible Affected Class Member under this Agreement. Documentation of all hiring decisions, including job offers made and reasons for rejection, will be available for review by OFCCP.

- e) **Retroactive Seniority**: Affected Class Members who begin employment as a result of this Agreement will be given retroactive seniority dating back to the date each hired Affected Class Member originally applied for employment. Such retroactive seniority shall be provided solely for purposes of vacation, paid personal business or illness days, hourly rate, Income Extension Aid, Family Medical Leave Act, and other mandated state or local leaves.
- f) **Selection Procedures**: Pursuant to Oral Arts' agreement to cease and desist in the use of all selection procedures which resulted in the discrimination of black applicants for Dental Lab Technician positions. Oral Arts will examine, monitor and modify its selection procedures as necessary to ensure that the selection criteria are applied uniformly and the hiring decisions for the Dental Lab Technician positions are made in non-discriminatory manner, and to ensure that all stages of its revised selection procedures are in compliance with 41 CFR 60-1.4(a) and 41 CFR 60-3, the Uniform Guidelines on Employee Selection Procedures ("UGESP").

OFCCP recognizes that Oral Arts has implemented proactive measures since the review to address the selection process issues identified during the evaluation as described above.

- g) **Training**: Training for all of its human resource personnel, managers, and supervisors involved in the selection process for all Dental Lab Technicians positions will be conducted in the same manner as described at page 7 of this Agreement.
4. **VIOLATION**: Oral Arts failed to identify in the personnel records it keeps, where possible, the gender, race, and ethnicity of each applicant, or Internet Applicant, as defined in 41 CFR § 60-1.3, whichever is applicable to the particular position. 41 CFR § 60-1.12(c) (1) (ii). Specifically, during the review period, Oral Arts failed to collect gender, race, and ethnicity data from applicants.

REMEDY: Oral Arts will identify in the personnel records it keeps, where possible, the gender, race, and ethnicity of each applicant or Internet Applicant, as defined in 41 CFR 60-1.3, whichever is applicable to the particular position.

5. **VIOLATION:** Oral Arts failed to preserve personnel and employment records for a period of not less than two years from the date of a) the making of the record or b) the personnel action involved, whichever occurred later. Specifically, Oral Arts failed to preserve complete and accurate records of its application and selection procedures to include applications, test materials, self-identification forms, and interview records, in violation of 41 CFR § 60-1.12(a) and (d), 41 CFR § 60-300.80(a) and 41 CFR § 60-741.80(a).

REMEDY: Oral Arts will reserve all personnel or employment records it makes or keeps in either electronic or hard copy format for all job groups, including but not limited to all expressions of interest through the internet or related data technologies, records related to internal and/or external databases, physical and online applications and resumes, testing materials, and interview 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 occurs later. Where a compliance evaluation has been initiated, Oral Arts will preserve all personnel or employment records until OFCCP makes a final disposition in the matter. Oral Arts will provide copies of all personnel and employment records to OFCCP upon request.

6. **VIOLATION:** Oral Arts failed to maintain, and have available for inspection, records or other information that disclose the impact which Oral Arts' selection procedures have upon employment opportunities of applicants and/or Internet applicants by identifiable gender, race, or ethnic group set forth in 41 CFR 60-3.4B, in order to determine compliance with the Uniform Guidelines on Employee Selection Procedures. 41 CFR § 60-3.4 and 41 CFR § 60-3.15A (2).

REMEDY: Oral Arts will perform adverse impact determinations for its employment procedures at least annually. Where the total selection process for a job has adverse impact against groups of applicants and/or Internet applicants by identifiable gender, race, or ethnic group listed in 41 CFR 60-3.4B, Oral Arts will maintain, and have available for inspection, records or other information showing which components have an adverse impact. Where the total selection process for a particular job has had an adverse impact in any year but no longer has an adverse impact, Oral Arts will maintain and have available the aforementioned information and continue to collect such information for at least two years after the adverse impact has been eliminated.

Part IV. REPORTS REQUIRED

Oral Arts agrees to furnish OFCCP with three (3) progress reports. Oral Arts must submit the documents and reports described below to the following address:

United States Department of Labor
Office of Federal Contract Compliance Programs
Alvin Mitchell, District Director—Birmingham
950 22nd Street North, Room 660
Birmingham, Alabama 35203

In each Progress Report Oral Arts will report on all modifications of personnel practices made to date pursuant to the Agreement and provide documentation of its compliance with Part III of this Agreement. If any of the relevant documents such as job postings or policies have not been modified since being provided during a prior reporting period, a statement to that effect is sufficient.

The first report will be due within 120 calendar days of the effective date of this Agreement and will include:

1. Documentation of monetary relief provided to all Affected Class Members as specified in the Remedy. The documentation shall include copies of all signed "Information Verification & Employment Interest Forms," "Release of Claims Under Executive Order 11246," and canceled checks disbursed by Oral Arts to Affected Class Members, or other equivalent documentation verifying that all Affected Class Members were paid;
2. Documentation of all Eligible Affected Class Members who were offered and/or hired into Dental Lab Technician and Shipping positions. The documentation will include all written job offers extended to Eligible Affected Class Members; a list of the names of hired Eligible Affected Class Members; a list of the names of Eligible Affected Class Members who were offered positions but declined the offer or did not appear for work in accordance with the provisions of this Agreement; and for each Eligible Affected Class Member offered a position, the date of hire or decline of position, the rate of pay, date of termination, if any, and reason;
3. Documentation of individuals who expressed interest in job offers who did not successfully complete the application process, including the names of these individuals, the date of their application, if any, and the reason Oral Arts determined they did not successfully complete the application process. This includes individuals who did not receive job offers because all available positions were filled; and
4. If Oral Arts has not filled all of the positions specified in this Agreement by the Progress Report date, documentation of the reason this action is not complete and the good faith efforts being taken and planned for the next reporting period to complete it.

The second report will be due within 360 calendar days from the effective date of the agreement and will include:

1. Documentation of all Eligible Affected Class Members who were offered and/or hired into Dental Lab Technician and Shipping positions. The documentation will include all written job offers extended to Eligible Affected Class Members; a list of the names of hired Eligible Affected Class Members; a list of the names of Eligible Affected Class Members who were offered positions but declined the offer or did not appear for work in accordance with the provisions of this Agreement; and for each Eligible Affected Class Member offered a position, the date of hire or decline of position, the rate of pay, date of termination, if any, and reason;

2. Documentation of individuals who expressed interest in job offers who did not successfully complete the application process, including the names of these individuals, the date of their application, if any, and the reason Oral Arts determined they did not successfully complete the application process. This includes individuals who did not receive job offers because all available positions were filled;
3. If Oral Arts has not filled all of the positions specified in this Agreement by the Progress Report date, documentation of the reason this action is not complete and the good faith efforts being taken and planned for the next reporting period to complete it;
4. Documentation verifying that Oral Arts provided training in equal employment opportunity to its managers and supervisors who make selection decisions, as required by the Remedy to the Violation in this Agreement. This documentation will include, but not limited to: copies of training agendas; materials used or distributed in the training; documents reflecting the signatures, printed names and positions of those in attendance; resumes or other written descriptions of the qualifications of the person(s) providing the training; and documentation of date(s) and duration of the training session(s);
5. A description of: (a) the ways Oral Arts revised its selection process to fill Dental Lab Technician and Shipping vacancies, including any revision(s) to its recruitment process, its prescreening of job applications, and interviewing and testing of applicants; (b) any revisions to Oral Arts' methods for tracking such information, including by race, ethnicity and gender; and (c) the internal audit and reporting systems put into place for monitoring Oral Arts' progress and program effectiveness;
6. Applicant flow log data identifying all applicants for the Dental Lab Technician and Shipping positions during the reporting period specified above, including name, date of application, race, ethnicity, gender, referral source, final disposition, date of hire, and job title. For all applicants not selected, identify the reason for non-selection; and
7. Copies of the impact ratio analysis for the Dental Lab Technician and Shipping position conducted for the reporting period specified above. If adverse impact exists as that term is defined and described in 41 CFR § 60-3.4D, Oral Arts will provide the results of its review and/or examination of each individual component in the selection process for the Dental Lab Technician and Shipping position. Documentation will also include a detailed description of any actions taken by Oral Arts to address the adverse impact found in its review.

The third report will be due within 704 calendar days from the effective date of the agreement and will include:

1. The documentation described above for Item 2 in the first progress report with respect to any additional Eligible Affected Class Members offered or hired into a position pursuant to this Agreement;

2. Applicant flow log identifying all applicants for the Dental Lab Technician and Shipping positions during the reporting period specified above, including name, date of application, race, ethnicity, gender, referral source, final disposition, date of hire, and job title. For all applicants not selected, identify the reason for non-selection;
3. Copies of the impact ratio analysis for the Dental Lab Technician and Shipping positions conducted for the reporting period specified above. If adverse impact exists, Oral Arts will provide the results of its review and/or examination of each individual component in the selection process for Dental Lab Technician and Shipping positions. Documentation will also include a detailed description of any actions taken by Oral Arts to address the adverse impact found in its review; and
4. For each Eligible Affected Class Members hired and completed the 90 day probationary period, Oral Arts will submit documentation of date(s) of retroactive seniority.

Part V. SIGNATURES

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and The Oral Arts Laboratory, Inc.

(b) (7) (c)

Denvill Thomas Winstead
Owner
Oral Arts Laboratory, Inc.
2700 Memorial Parkway Southwest
Huntsville, Alabama 35801

Date: 5/13/2015

(b) (7) (c)

Samuel Maiden
Regional Director - Southeast
Office of Federal Contract Compliance
Programs

Date: 5/26/2015

(b) (7) (c)

Katie Course
Assistant District Director - Jackson
Office of Federal Contract Compliance
Programs

Date: 5/20/2015

(b) (7) (c)

Alvin Mitchell
District Director - Birmingham
Office of Federal Contract Compliance
Programs

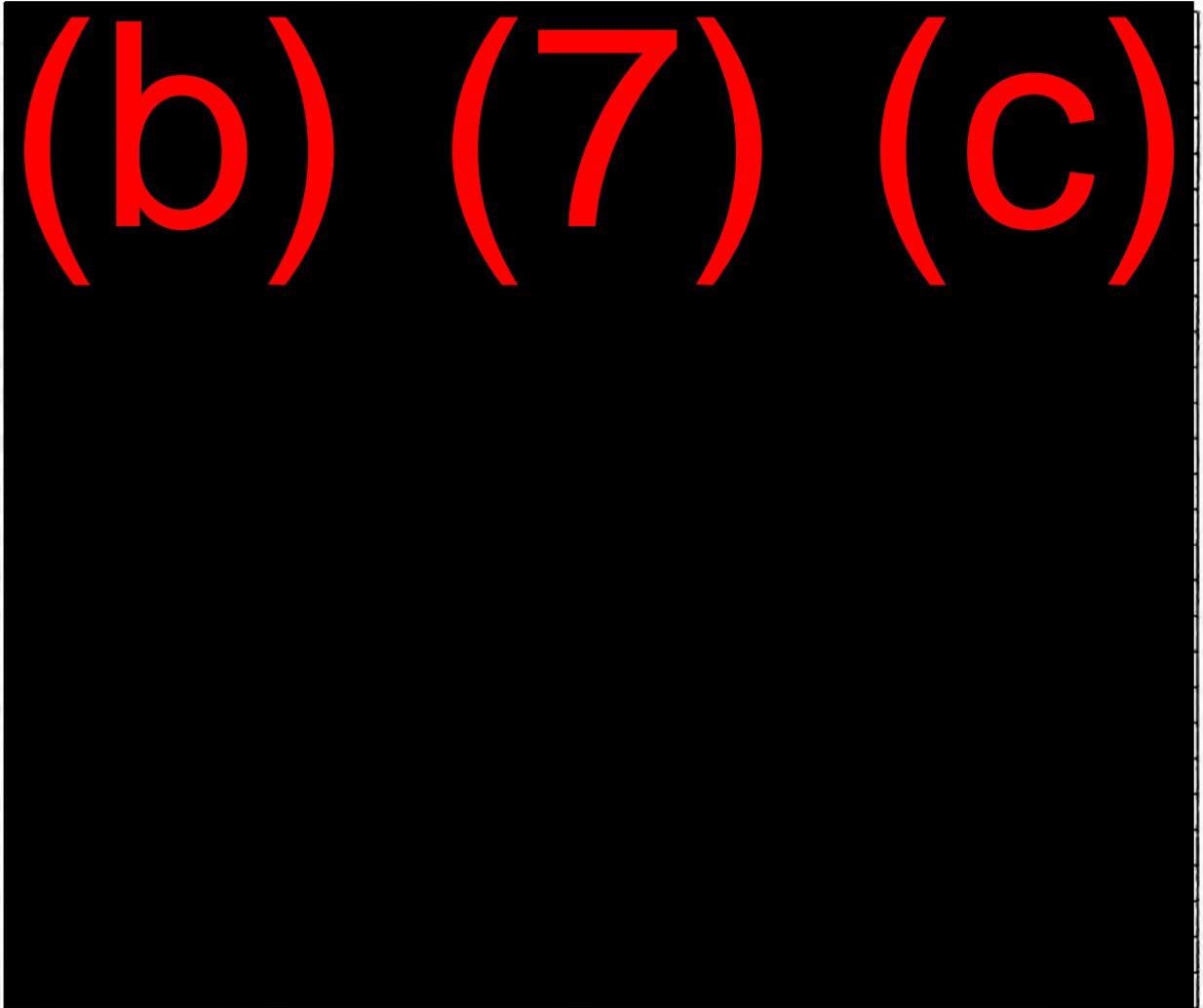
Date: 5/26/2015

(b) (7) (e)

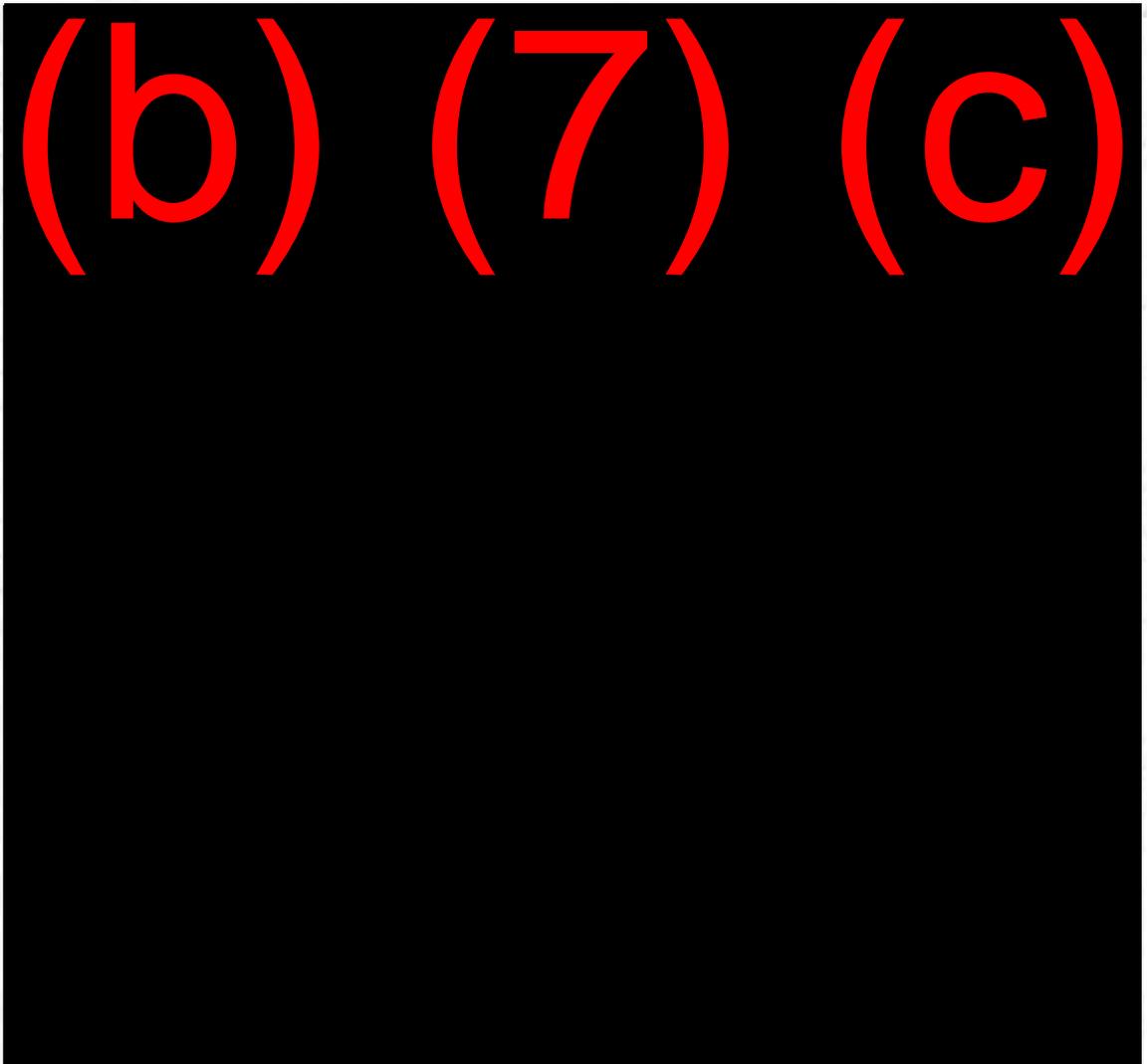
Compliance Officer - Birmingham
Office of Federal Contract Compliance
Programs

Date: 5/18/2015

FEMALE AFFECTED CLASS MEMBERS - DENTAL LAB TECHNICIAN



MALE AFFECTED CLASS MEMBERS - SHIPPING



BLACK AFFECTED CLASS MEMBERS - DENTAL LAB TECHNICIAN

(b) (7) (c)



ATTACHMENT B
NOTICE TO AFFECTED CLASS MEMBERS

You may be able to receive money and a job offer due to a legal settlement between Oral Arts Laboratory, Inc. and the U.S. Department of Labor.

We are writing to provide information about a legal settlement between the U.S. Department of Labor and Oral Arts Laboratory, Inc. ("Oral Arts") that may benefit you. This settlement involves claims of discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and/or an opportunity for employment.

ARE YOU AFFECTED?

Women who applied for employment as a **Dental Lab Technician** with Oral Arts at its Huntsville, Alabama establishment during the time period listed are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted an audit of Oral Art's hiring practices. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP's analysis of Oral Art's hiring process and selection procedures revealed that, during the period of November 13, 2011 through November 13, 2013, Oral Arts discriminated against **female** applicants for Dental Lab Technician positions. OFCCP found a statistically significant disparity in the hiring of female applicants in Dental Lab Technician positions based on gender.

Ultimately, OFCCP issued a Notice of Violation against Oral Arts on these claims. Although the company disagreed with our findings, we have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a lawsuit.

As a result, the company must pay money to women who applied for a Dental Lab Technician position at this location during the dates above.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for a Dental Lab Technician position during the relevant time frame, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$231.45 (before taxes).** This payment represents your share of back wages and other payments Oral Arts is making to settle the lawsuit. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.
- (2) Oral Arts will be making job offers for Dental Lab Shipping positions to some of the individuals receiving this notification. It is not guaranteed that you will be hired for a Dental Lab Technician position. If you are interested in a job, please express your interest on the enclosed Claim Form.
- (3) To get these benefits, you will need to release (give up) certain legal claims. A copy of the release for you to sign is included with this Notice.

WHAT IS YOUR NEXT STEP?

You should read this Notice and the Claim Form carefully and any other information you received from the Department of Labor or Jessica Anderson, Human Resources Director. Please do not ignore this Notice or throw it away.

It is very important that you fill out and return the form in this envelope on time. Otherwise, you could miss out on receiving money or an opportunity for a job.

To be eligible for a payment and/or job offer, you must complete, sign, and return the enclosed claim form and release form within 30 calendar days from the date of issuance by Oral Arts. There are instructions on the form about how to mail it in.

The Claim Form must be received by (date).

You may receive some or all of these benefits only if the information on your Claim Form confirms that you are one of the people covered by the settlement. After you complete and return these documents, a final decision will be made about your eligibility.

You must follow all of the instructions in this notice and return all of the documents by the deadline of (date) to receive any money or consideration for job opportunities or any other relief provided to you by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact Jessica Anderson, Human Resources Director, 2700 Memorial Parkway Southwest, Huntsville, Alabama 35801: Phone: 256-533-6670. You may also contact Compliance Officer (b) (7) (e).

ATTACHMENT B

NOTICE TO AFFECTED CLASS MEMBERS

You may be able to receive money and a job offer due to a legal settlement between Oral Arts Laboratory, Inc. and the U.S. Department of Labor.

We are writing to provide information about a legal settlement between the U.S. Department of Labor and Oral Arts Laboratory, Inc. ("Oral Arts") that may benefit you. This settlement involves claims of discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and/or an opportunity for employment.

ARE YOU AFFECTED?

Men who applied for employment in **Shipping positions** with Oral Arts at its Huntsville, Alabama establishment during the time period listed are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted an audit of Oral Art's hiring practices. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP's analysis of Oral Art's hiring process and selection procedures revealed that, during the period of November 13, 2011 through November 13, 2013, Oral Arts discriminated against **male** applicants for Shipping positions. OFCCP found a statistically significant disparity in the hiring of male applicants in Shipping positions based on gender.

Ultimately, OFCCP issued a Notice of Violation against Oral Arts on these claims. Although the company disagreed with our findings, we have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a lawsuit.

As a result, the company must pay money to men who applied for a Shipping position at this location during the dates above.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for a Shipping position during the relevant time frame, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$738.20 (before taxes).** This payment represents your share of back wages and other payments Oral Arts is making to settle the lawsuit. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.
- (2) Oral Arts will be making job offers for Shipping positions to some of the individuals receiving this notification. It is not guaranteed that you will be hired for a Shipping position. If you are interested in a job, please express your interest on the enclosed Claim Form.
- (3) To get these benefits, you will need to release (give up) certain legal claims. A copy of the release for you to sign is included with this Notice.

WHAT IS YOUR NEXT STEP?

You should read this Notice and the Claim Form carefully and any other information you received from the Department of Labor or Jessica Anderson, Human Resources Director. Please do not ignore this Notice or throw it away.

It is very important that you fill out and return the form in this envelope on time. Otherwise, you could miss out on receiving money or an opportunity for a job.

To be eligible for a payment and/or job offer, you must complete, sign, and return the enclosed claim form and release form (date). There are instructions on the form about how to mail it in.

The Claim Form must be received by (date).

You may receive some or all of these benefits only if the information on your Claim Form confirms that you are one of the people covered by the settlement. After you complete and return these documents, a final decision will be made about your eligibility.

You must follow all of the instructions in this notice and return all of the documents by the deadline of (date) to receive any money or consideration for job opportunities or any other relief provided to you by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact Jessica Anderson, Human Resources Director, 2700 Memorial Parkway Southwest, Huntsville, Alabama 35801: Phone: 256-533-6670. You may also contact Compliance Officer (b) (7) (e).

ATTACHMENT B
NOTICE TO AFFECTED CLASS

You may be able to receive money and a job offer due to a legal settlement between Oral Arts Laboratory, Inc. and the U.S. Department of Labor.

We are writing to provide information about a legal settlement between the U.S. Department of Labor and Oral Arts Laboratory, Inc. ("Oral Arts") that may benefit you. This settlement involves claims of discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and/or an opportunity for employment.

ARE YOU AFFECTED?

Blacks who applied for employment as a **Dental Lab Technician** with Oral Arts at its Huntsville, Alabama establishment during the time period listed are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted an audit of Oral Art's hiring practices. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP's analysis of Oral Art's hiring process and selection procedures revealed that, during the period of November 13, 2011 through November 13, 2013, Oral Arts discriminated against **black** applicants for Dental Lab Technician positions. OFCCP found a statistically significant disparity in the hiring of black applicants in Dental Lab Technician positions based on race.

Ultimately, OFCCP issued a Notice of Violation against Oral Arts on these claims. Although the company disagreed with our findings, we have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a lawsuit.

As a result, the company must pay money to blacks who applied for a Dental Lab Technician position at this location during the dates above.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for a Dental Lab Technician position during the relevant time frame, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$2,827.00** (before taxes). This payment represents your share of back wages and other payments Oral Arts is making to settle the lawsuit. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.
- (2) Oral Arts will be making job offers for Dental Lab Technician positions to some of the individuals receiving this notification. It is not guaranteed that you will be hired for a Dental Lab Technician position. If you are interested in a job, please express your interest on the enclosed Claim Form.
- (3) To get these benefits, you will need to release (give up) certain legal claims. A copy of the release for you to sign is included with this Notice.

WHAT IS YOUR NEXT STEP?

You should read this Notice and the Claim Form carefully and any other information you received from the Department of Labor or Jessica Anderson, Human Resources Director. Please do not ignore this Notice or throw it away.

It is very important that you fill out and return the form in this envelope on time. Otherwise, you could miss out on receiving money or an opportunity for a job.

To be eligible for a payment and/or job offer, you must complete, sign, and return the enclosed claim form and release form within 30 calendar days from the date of issuance by Oral Arts. There are instructions on the form about how to mail it in.

The Claim Form must be received by (date).

You may receive some or all of these benefits only if the information on your Claim Form confirms that you are one of the people covered by the settlement. After you complete and return these documents, a final decision will be made about your eligibility.

You must follow all of the instructions in this notice and return all of the documents by the deadline of (date) to receive any money or consideration for job opportunities or any other relief provided to you by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact Jessica Anderson, Human Resources Director, 2700 Memorial Parkway Southwest, Huntsville, Alabama 35801: Phone: 256-533-6670. You may also contact Compliance Officer (b) (7) (e) (b) (7) (e)

Claim Form – Affected Applicants

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS CLAIM FORM.

INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR MONEY (BACK WAGES) AND/OR A JOB OFFER FROM THE SETTLEMENT

DEADLINE TO RESPOND IS (date)

If you complete this Claim Form, you may be eligible for a money payment from the settlement and you can express interest in a job offer. You can receive a money payment even if you do not express interest in a job.

To receive an award (such as money or a job offer), you must complete and return this Claim Form and Release Form postmarked or hand-delivered on or before [Deadline above], to:

**Oral Art Laboratory, Inc.
2700 Memorial Parkway Southwest
Huntsville, AL 35801
Attention: Jessica Anderson, Human Resources Director**

If you do not submit a properly completed Claim Form and Release Form on or before (date), then your claim will not be on time and **you will not receive any money from this settlement and you cannot be considered for a job offer.**

Enclosed is a stamped, pre-addressed envelope you can use.

This Claim Form will only be used for the following purposes:

- (1) To confirm important information we need in order to make sure you are eligible to receive money under this settlement and process your payment, and**
- (2) To allow you to express interest in the jobs being offered as a result of the settlement.**

Step 1: Please confirm the following contact information to process your payment (print legibly).

Name: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

- I confirm that the address on the cover letter is correct.
- The address on the cover letter is not correct. My correct address is:

Address: _____

Please verify [or provide] the last four digits of your social security number _____
The last four digits of your Social Security Number are required in order to process your payment for tax purposes. Your Social Security Number will not be used for any other purpose.

Notify us at the address below if your address changes within the next three months, or contact us if you have any questions about this claim form, the notice, or the settlement.

Compliance Officer (b) (7) (c)
U.S. Department of Labor, Office of Federal Contract Compliance Programs
950 22nd Street North, Suite 660, Birmingham, Alabama 35203
Phone: 205-(b) (7) (e) or Email: (b) (7) (c)@dol.gov

Step 2: Inform us if you are interested in a position:

- Yes, I am still interested in a Dental Lab Technician position with Oral Arts Laboratory, Inc.
- No, I am not currently interested in a Dental Lab Technician position with Oral Arts Laboratory, Inc.
- I am currently employed by with Oral Arts Laboratory, Inc.

Step 3: Sign and return along with the Release Form

I certify the above as true and correct.

Signature

Date

Claim Form – Affected Applicants

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS CLAIM FORM.

INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR MONEY (BACK WAGES) AND/OR A JOB OFFER FROM THE SETTLEMENT

DEADLINE TO RESPOND IS (date)

If you complete this Claim Form, you may be eligible for a money payment from the settlement and you can express interest in a job offer. You can receive a money payment even if you do not express interest in a job.

To receive an award (such as money or a job offer), you must complete and return this Claim Form and Release Form postmarked or hand-delivered on or before [Deadline above], to:

**Oral Art Laboratory, Inc.
2700 Memorial Parkway Southwest
Huntsville, AL 35801
Attention: Jessica Anderson, Human Resources Director**

If you do not submit a properly completed Claim Form and Release Form on or before (date), then your claim will not be on time and **you will not receive any money from this settlement and you cannot be considered for a job offer.**

Enclosed is a stamped, pre-addressed envelope you can use.

This Claim Form will only be used for the following purposes:

- (1) To confirm important information we need in order to make sure you are eligible to receive money under this settlement and process your payment, and**
- (2) To allow you to express interest in the jobs being offered as a result of the settlement.**

Step 1: Please confirm the following contact information to process your payment (print legibly).

Name: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

- I confirm that the address on the cover letter is correct.
- The address on the cover letter is not correct. My correct address is:

Address: _____

Please verify [or provide] the last four digits of your social security number _____
The last four digits of your Social Security Number are required in order to process your payment for tax purposes. Your Social Security Number will not be used for any other purpose.

Notify us at the address below if your address changes within the next three months, or contact us if you have any questions about this claim form, the notice, or the settlement.

Compliance Officer (b) (7) (e)
U.S. Department of Labor, Office of Federal Contract Compliance Programs
950 22nd Street North, Suite 660, Birmingham, Alabama 35203
Phone: 205-(b) (7) (e) or Email:(b) (7) (e) @dol.gov

Step 2: Inform us if you are interested in a position:

- Yes, I am still interested in a Shipping position with Oral Arts Laboratory, Inc.
- No, I am not currently interested in a Shipping position with Oral Arts Laboratory, Inc.
- I am currently employed by with Oral Arts Laboratory, Inc.

Step 3: Sign and return along with the Release Form

I certify the above as true and correct.

Signature

Date

ATTACHMENT D - RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY FROM THE SETTLEMENT

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return [Oral Arts Laboratory] "Contractor" paying you money, you agree that you will not file any lawsuit against Contractor for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for entry-level positions. It also says that Contractor 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.

Females who applied for employment in the Dental lab Technician positions- In consideration of the payment of at least \$231.45 (less deductions required by law) by Contractor to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Oral Arts Laboratory, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, 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 Oral Arts Laboratory denies that it treated me unlawfully or unfairly in any way and that Contractor 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 reviews initiated by OFCCP related to the facility covered by the Conciliation Agreement. I further agree that the payment of the aforesaid sum by Contractor to me is not to be construed as an admission of any liability by Contractor.

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.

I understand that if I do not sign this Release and return it to the contractor's Human Resources Director Jessica Anderson, such that it is received by (date), I will not be entitled to receive any payment (less deductions required by law).

IN WITNESS WHEREOF, I have signed this document of my own free will.

Signature: _____ Date: _____

Printed Name: _____

ATTACHMENT D - RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

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Males who applied for employment in the Shipping positions- In consideration of the payment of at least \$738.20 (less deductions required by law) by Contractor to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Oral Arts Laboratory, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, 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 Oral Arts Laboratory denies that it treated me unlawfully or unfairly in any way and that Contractor 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 reviews initiated by OFCCP related to the facility covered by the Conciliation Agreement. I further agree that the payment of the aforesaid sum by Contractor to me is not to be construed as an admission of any liability by Contractor.

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.

I understand that if I do not sign this Release and return it to the contractor's Human Resources Director Jessica Anderson, such that it is received by (date), I will not be entitled to receive any payment (less deductions required by law).

IN WITNESS WHEREOF, I have signed this document of my own free will.

Signature: _____ Date: _____

Printed Name: _____

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Blacks who applied for employment in the Dental lab Technician positions- In consideration of the payment of at least \$2,827.00 (less deductions required by law) by Contractor to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Oral Arts Laboratory, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, 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 Oral Arts Laboratory denies that it treated me unlawfully or unfairly in any way and that Contractor 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 reviews initiated by OFCCP related to the facility covered by the Conciliation Agreement. I further agree that the payment of the aforesaid sum by Contractor to me is not to be construed as an admission of any liability by Contractor.

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.

I understand that if I do not sign this Release and return it to the contractor's Human Resources Director Jessica Anderson, such that it is received by (date), I will not be entitled to receive any payment (less deductions required by law).

IN WITNESS WHEREOF, I have signed this document of my own free will.

Signature: _____ Date: _____

Printed Name: _____