

CONCILIATION AGREEMENT  
BETWEEN  
THE U.S. DEPARTMENT OF LABOR  
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

AND

SHAW SSS FABRICATORS, INC.  
7012 LA HIGHWAY 1 SOUTH  
ADDIS, LA 70710

**PART I: General Provisions**

1. This Agreement is between the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP"), and Shaw SSS Fabricators, Inc. ("SSS Fabricators") located at 7012 LA Highway 1 South, Addis, LA 70710. In the interest of resolving the violations found by OFCCP without engaging in lengthy and costly legal proceedings, and in exchange for the good and valuable consideration described in this document, OFCCP and SSS Fabricators enter this conciliation agreement ("Agreement") and agree to all the terms stated below.
2. The violations identified in this Agreement were found during a compliance evaluation of SSS Fabricators which began on August 3, 2005, and were specified in a Notice of Violation that was issued on December 23, 2011 and a Notice to Show Cause issued on July 19, 2012. OFCCP alleges that SSS Fabricators has violated Executive Order 11246, as amended ("Executive Order") and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 ("VEVRAA"), and their implementing regulations at 41 CFR Chapter 60 due to the specific violations cited in Part II below.
3. This Agreement does not constitute an admission by SSS Fabricators of any violation of Executive Order, VEVRAA, or other laws and implementing regulations and there has been no adjudicated finding that SSS Fabricators violated any laws.
4. The provisions of this Agreement will become part of SSS Fabricators' AAP. Subject to the performance by SSS Fabricators of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of SSS Fabricators with all OFCCP programs will be deemed resolved. However, SSS Fabricators is advised that the commitments contained in this Agreement do not preclude future determinations of noncompliance based on a finding that the commitments are not sufficient to achieve compliance.
5. SSS Fabricators agrees that OFCCP may review compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents, as may be relevant to the matter under investigation and pertinent to SSS Fabricators' compliance. SSS Fabricators shall permit access to its premises during normal business hours for these purposes.

6. Nothing herein is intended to relieve SSS Fabricators from the obligation to comply with the requirements of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and/or the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212), their implementing regulations, or any other equal employment statute or executive order or its implementing regulations.
7. SSS Fabricators agrees that there will be no retaliation of any kind against any beneficiary of this Agreement or against any person who has provided information or assistance, or who files a complaint, or who participates in any manner in any proceedings under Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212).
8. This Agreement becomes effective on the date of the signature by the Regional Director of the Southwest and Rocky Mountain Region ("Regional Director"), unless the Director for OFCCP indicates otherwise within 45 calendar days of the Regional Director's signature on this Agreement (the "Effective Date").
9. If at any time in the future, OFCCP believes that SSS Fabricators has violated any portion of this Agreement during the term of this Agreement, SSS Fabricators will be promptly notified of that fact in writing. This notification will include a statement of the facts and circumstances relied upon in forming that belief. In addition, the notification will provide SSS Fabricators with 15 calendar days from receipt of the notification to respond in writing, except where OFCCP alleges that such a delay would result in irreparable injury.

Enforcement proceedings for violation of this Agreement may be initiated at any time after the 15-day period has elapsed or sooner, if irreparable injury is alleged, without issuing a Show Cause Notice.

Where OFCCP believes that SSS Fabricators has violated this Conciliation Agreement, OFCCP may seek enforcement of this Agreement itself and shall not be required to present proof of the underlying violations resolved by this Agreement.

Liability for violation of this Agreement may subject SSS Fabricators to sanctions set forth in Section 209 of the Executive Order, 41 CFR 60-300.66 and/or 41 CFR 60-741.66 and/or other appropriate relief.

## **PART II: Specific Provisions**

1. **VIOLATION:** OFCCP found that SSS Fabricators is allegedly not in compliance with 41 CFR 60-1.4(a)(1). OFCCP's analysis of SSS Fabricators' hiring process and selection procedures revealed that SSS Fabricators discriminated against female and black applicants for Laborer and Operative positions, during the period of August 3, 2005 through August 3, 2007 ("review period").

OFCCP's analysis of hiring data showed a statistically significant disparity that negatively affected female and black applicants for the Laborer and Operative positions. OFCCP found that of [REDACTED] female applicants, [REDACTED] or [REDACTED] were hired and of [REDACTED] male applicants, [REDACTED] or [REDACTED] were hired. This resulted in a statistically significant disparity against female applicants of [REDACTED] standard deviations, and a shortfall of 23 female applicants. OFCCP also found that of [REDACTED] black applicants, [REDACTED] or [REDACTED] were hired and of [REDACTED] white, Hispanic, Asian, and Native American (non-black) applicants, [REDACTED] or [REDACTED] were hired. This resulted in a statistically significant disparity against black applicants of [REDACTED] standard deviations, and a shortfall of 35 black applicants.

SSS Fabricators did not provide, nor was OFCCP able to identify, a satisfactory nondiscriminatory reason for the disparity in hiring rates between female and male applicants and black and non-black applicants. Thus, based on the statistical disparities and anecdotal evidence, OFCCP finds that SSS Fabricators' hiring process and selection procedures resulted in a pattern or practice of disparate treatment against 650 female and black applicants who applied for Laborer and Operative positions during the review period.

**REMEDY:** As SSS Fabricators ceased operations on January 31, 2015, OFCCP agrees that the remedy shall be limited to the following corrective actions, which SSS Fabricators agrees to undertake:

- (a) **Notification:** Within 15 calendar days of the Effective Date of this Agreement, SSS Fabricators shall notify the female and black applicants shown on Attachment 1 ("Hiring Class Members") of the terms of this Agreement by mailing by first class mail to each Hiring Class Member the Notice to Hiring Class Members (Attachment 2, "Notice"), the Information Verification Claim Form (Attachment 3, "Claim Form"), Release of Claims Under Executive Order 11246 (Attachment 4, "Release"), and a postage-paid return envelope. SSS Fabricators will notify OFCCP weekly of all letters returned as undeliverable. In addition, within 45 calendar days of the Effective Date, SSS Fabricators will provide a list to OFCCP of those Hiring Class Members who have not yet responded to the Notice and/or have not returned a fully executed Claim Form and Release. OFCCP will then initiate efforts to locate those Hiring Class Members and provide the updated contact information to SSS Fabricators within 60 days of the Effective Date. Within 75 days of the Effective Date, SSS Fabricators agrees to mail by first class mail a second Notice, Claim Form, Release, and postage-paid return envelope to Hiring Class Members OFCCP locates.

All Hiring Class Members who sign and return the completed Claim Form and Release to either SSS Fabricators or OFCCP within 105 calendar days of the Effective Date of this Agreement ("Eligible Hiring Class Members") will equally share the monetary settlement pursuant to this agreement. If a Hiring Class Member has not returned the completed Claim Form and Release to SSS

Fabricators or OFCCP within 105 calendar days of the Effective Date, the Hiring Class Member will no longer be entitled to any relief pursuant to this Agreement.

Within 110 calendar days of the Effective Date of this Agreement, SSS Fabricators will provide OFCCP with a list of all Hiring Class Members who timely returned the Claim Form and Release, along with a copy of each executed Claim Form and Release it received. OFCCP will provide SSS Fabricators with all original executed Claim Forms and Releases it receives.

Within 15 calendar days after receiving the list of Eligible Hiring Class Members from SSS Fabricators, OFCCP will review and approve the final list of Eligible Hiring Class Members or discuss with SSS Fabricators any issues necessary to finalize the list, such as the inclusion or exclusion of certain Eligible Hiring Class Members. The monetary payment discussed in paragraph (b) below will be divided equally among all Eligible Hiring Class Members on the final approved list. All Eligible Hiring Class Members are entitled to their share of the monetary settlement.

Any check that remains uncashed within 120 days after the initial date of the check was mailed to the Eligible Hiring Class Member shall be void, and the monetary funds from the uncashed check(s) will be considered uncashed funds. If necessary, SSS Fabricators shall make a second distribution of the uncashed funds as discussed in paragraph (b) below, and the remaining uncashed funds will be divided equally among Eligible Hiring Class Members who cashed their first check. Within 125 days after the initial date checks were mailed to Eligible Hiring Class Members, SSS Fabricators will notify OFCCP whether or not uncashed funds exist and the amount of uncashed funds, if appropriate. Along with the notification described above, SSS Fabricators will submit to OFCCP, if necessary, a list of Eligible Hiring Class Member(s) who did not cash their first check, will no longer be considered Eligible Hiring Class Member(s), and will not receive a second distribution; a list of Eligible Hiring Class Members who cashed their first check and will receive a second distribution; the date the second distribution checks will be mailed; and the amount of the second distribution.

- (b) **Monetary Settlement:** Within ten (10) calendar days of the Effective Date of this Agreement, SSS Fabricators shall deposit \$210,000 (back pay of \$157,500 and interest of \$52,500) into an interest-bearing account at the prevailing interest rate. SSS Fabricators will notify OFCCP within seven (7) calendar days of the inception of the account that this action has been taken and will identify to OFCCP a person who can be contacted who will be able to provide the current balance of the account and the amount of accrued interest. The monetary settlement is a negotiated amount that represents estimated back pay and interest and takes into account tenure and interim earnings. The back pay and interest amount (plus additional interest that accrues on the interest-bearing account), less legal deductions required by law on the portion representing back pay only (such as federal, state and/or local taxes and FICA), will be equally distributed among the Eligible Hiring Class Members. SSS

Fabricators will pay to the Internal Revenue Service ("IRS") the employer's share of social security withholdings, and shall mail to each Eligible Hiring Class Member an IRS W-2 Form representing that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be mailed to the Eligible Hiring Class Members within the time period required by law. No disbursements of the monetary settlement covered by this Agreement are to be made prior to 45 calendar days following the Effective Date of this Agreement. SSS Fabricators will disburse the monetary settlement within 30 calendar days after OFCCP approves the final list of Eligible Hiring Class Members.

Within ten (10) calendar days of SSS Fabricator's receipt of a check to an Eligible Hiring Class Member returned as undeliverable, SSS Fabricators shall notify OFCCP of this fact via e-mail or facsimile sent to Assistant District Director James Shinn at shinn.james@dol.gov or facsimile (210) 242-3858. OFCCP will attempt to locate the Eligible Hiring Class Member, and if OFCCP obtains updated contact information, SSS Fabricators will remail the check. Any check that remains uncashed within 120 days after the initial date the check was mailed to the Eligible Hiring Class Member shall be void. Eligible Hiring Class Members who did not cash the initial check within the 120 days will no longer be considered Eligible Hiring Class Members. With respect to the uncashed funds, if necessary, SSS Fabricators shall make a second distribution within 285 calendar days of the Effective Date of this Agreement to all Eligible Hiring Class Members who cashed their first check. The remaining uncashed funds will be divided equally and a second check will be sent.

(c) Hiring: Because SSS Fabricators closed and ceased operations in Addis on January 15, 2015, there is no hiring remedy.

2. **VIOLATION**: OFCCP found that SSS Fabricators is not in compliance with 41 CFR 60-1.4(a)(1). OFCCP's analysis of the compensation practices revealed SSS Fabricators allegedly failed to apply its compensation policy in a consistent and uniform manner, resulting in disparate pay practices against black employees in the starting wage rate for the Laborer 1 job title.

When analyzing starting wages for blacks in the Laborer 1 job title, OFCCP found 113 black hires received the average starting wage rate of (b) (7) (e) while (b) (7) (e) white hires received the average starting wage rate of (b) (7) (e). Following OFCCP's evaluation of SSS Fabricators' compensation procedures and interviews with its HR representatives, OFCCP finds that SSS Fabricators engaged in a pattern or practice of disparate treatment with regard to the starting compensation of 113 black employees in the Laborer 1 job title.

**REMEDY**: Because SSS Fabricators closed and ceased operations in Addis on January 15, 2015, OFCCP agrees that the remedy shall be limited to the following corrective actions, which SSS Fabricators agrees to undertake:

- (a) **Notification:** Within 15 calendar days of the Effective Date of this Agreement, SSS Fabricators shall notify the black employees listed in Attachment 5 (“Compensation Class Members”) of the terms of this Agreement by mailing by first class mail to each Compensation Class Member the Notice to Compensation Class Members Attachment 6 (“Notice”), the Information Verification Claim Form Attachment 7 (“Claim Form”), Release of Claims Under Executive Order 11246 Attachment 8 (“Release”), and a postage-paid return envelope. SSS Fabricators will notify OFCCP weekly of all letters returned as undeliverable. In addition, within 45 calendar days of the Effective Date of this Agreement, SSS Fabricators will provide a list to OFCCP of those Compensation Class Members who have not yet responded to the Notice and/or have not returned a fully-executed Claim Form and Release. OFCCP will then initiate efforts to locate those Compensation Class Members and provide the updated contact information to SSS Fabricators within 60 days of the Effective Date. Within 75 days of the Effective Date, SSS Fabricators agrees to mail by first class mail a second Notice, Claim Form, Release, and postage paid return envelope to the list of non-responsive Compensation Class Members OFCCP locates.

All Compensation Class Members who sign and return the completed Claim Form and Release to either SSS Fabricators or OFCCP within 105 calendar days of the Effective Date of this Agreement (“Eligible Compensation Class Members”) will equally share the monetary settlement pursuant to this Agreement. If a Compensation Class Member has not returned the completed Claim Form and Release to SSS Fabricators or OFCCP within 105 calendar days of the Effective Date of this Agreement, he or she will not be entitled to any monetary settlement or any other relief pursuant to this Agreement.

Within 110 calendar days of the Effective Date of this Agreement, SSS Fabricators will provide OFCCP with a list of all Compensation Class Members who timely returned the Claim Form and Release, along with a copy of each executed Claim Form and Release it received. OFCCP will provide SSS Fabricators with all original executed Claim Forms and Releases it receives.

Within 15 calendar days from receiving the list of Eligible Compensation Class Members from SSS Fabricators, OFCCP will review and approve the final list of Eligible Compensation Class Members or discuss with SSS Fabricators any issues necessary to finalize the list, such as the inclusion or exclusion of certain Compensation Class Members. The monetary payment discussed in paragraph (b) below will be divided equally among all Eligible Compensation Class Members on the final approved list. All Eligible Compensation Class Members are entitled to their share of the monetary settlement.

With respect to any check that remains uncashed within 120 days after the initial date the check was mailed to the Eligible Compensation Class Member, shall be void, and the monetary funds from uncashed check(s) will be considered

uncashed funds. If necessary, SSS Fabricators shall make a second distribution of the uncashed funds as discussed in paragraph (b) below, and the remaining uncashed funds will be divided equally among Eligible Compensation Class Members who cashed their first check. Within 125 days after the initial date checks were mailed to Eligible Compensation Class Members, SSS Fabricators will notify OFCCP whether or not uncashed funds exist and the amount of uncashed funds, if appropriate. Along with the notification described above, SSS Fabricators will submit, if necessary, to OFCCP a list of Eligible Compensation Class Member(s) who did not cash their first check, will no longer be considered Eligible Compensation Class Member(s), and will not receive a second distribution; a list Eligible Compensation Class Members who cashed their first check and will receive a second distribution; the date the second distribution checks will be mailed; and the amount of the second distribution.

- (b) **Monetary Settlement:** Within ten (10) calendar days of the Effective Date of this Agreement, SSS Fabricators shall deposit \$40,000 in back pay into an interest-bearing account at the prevailing interest rate. SSS Fabricators will notify OFCCP within seven (7) calendar days of the inception of the account that this action has been taken and will identify to OFCCP a person who can be contacted who will be able to provide the current balance of the account and the amount of accrued interest. The monetary settlement is a negotiated amount that represents estimated back pay and takes into account tenure and interim earnings. The back pay (plus interest that accrues on the interest-bearing account), less legal deductions required by law on the portion representing back pay only (such as federal, state and/or local taxes and FICA), will be equally distributed among the Eligible Compensation Class Members. SSS Fabricators will pay to the Internal Revenue Service ("IRS") the employer's share of social security withholdings, and shall mail to each Eligible Compensation Class Member an IRS W-2 Form representing that 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 to the Eligible Compensation Class Members within the time period required by law. No disbursements of the monetary settlement covered by this Agreement are to be made prior to 45 calendar days following the Effective Date of this Agreement. SSS Fabricators will disburse the monetary settlement within 30 calendar days after OFCCP approves the final list of Eligible Hiring Class Members.

Within ten (10) calendar days of SSS Fabricators's receipt of a check to an Eligible Compensation Class Member returned as undeliverable, SSS Fabricators shall notify OFCCP of this fact via e-mail sent to Assistant District Director James Shinn at [shinn.james@dol.gov](mailto:shinn.james@dol.gov) or facsimile at (210) 242-3858. OFCCP will attempt to locate the Eligible Compensation Class Member, and if OFCCP obtains updated contact information, SSS Fabricators will re-mail the check. Any check that remains uncashed within 120 days after the initial date the check was mailed to the Eligible Compensation Class Member shall be void. Eligible Compensation Class Members who did not cash the initial check within the 120 days will no longer be considered Eligible Compensation Class Members. With

respect to the uncashed funds, if necessary, SSS Fabricators shall make a second distribution within 285 calendar days of the Effective Date of this Agreement to all Eligible Compensation Class Members who cashed their first check. The remaining amount will be divided equally and a second check will be sent.

(c) Pay Adjustment: Because SSS Fabricators is closed and ceased operations in Addis on January 15, 2015, there is no compensation adjustment remedy.

3. **VIOLATION:** OFCCP found that SSS Fabricators failed to preserve personnel or employment records in accordance with the requirements of 41 CFR 60-1.12(a) and 41 CFR 60-3. Specifically, during the review period, SSS Fabricators failed to maintain employment applications, applicant flow records, interview notes, and results of drug tests and physical assessments.

**REMEDY:** SSS Fabricators will ensure that any personnel or employment record made or kept before the facility closed shall be preserved in accordance with the requirements of 41 CFR 60-1.12(a) and 41 CFR 60-3.

### **Part III: Reporting**

1. SSS Fabricators agrees to retain records pertinent to the violations cited in Part II above, and to the reports required to be submitted in compliance with Paragraphs 3 through 5, below. These records shall include data and information underlying the required reports, specifically, but not limited to, all applications and personnel records. The records will be retained until the expiration of this Agreement or consistent with regulatory requirements, whichever is later.
2. SSS Fabricators agrees to furnish the OFCCP San Antonio District Office located at 615 E. Houston Street, Suite 340, San Antonio, TX 78205 with the reports listed in Paragraphs 3 through 5 below.
3. SSS Fabricators will also provide OFCCP with all documents and information referenced in paragraphs (a) and (b) of Remedy 1 and 2, within the prescribed timeframes. Such documents and information include, but are not necessarily limited to, letters returned as undeliverable; a list of Hiring and Compensation Class Members who have not responded to or returned a fully executed Claim Form and Release within 60 calendar days of the Effective Date of the Agreement; a list of Eligible Hiring and Compensation Class Members who have returned a signed Claim Form and Release within 120 calendar days of the Effective Date; uncashed funds notification, if necessary; the amount of uncashed funds; a list of Eligible Hiring and Compensation Class Member(s) who did not cash their first check, are not considered Eligible Hiring and Compensation Class Member(s), and will not receive a second distribution; a list of Eligible Hiring and Compensation Class Members who cashed their first check and will receive a second distribution; the date the second distribution checks will be mailed; the amount of the second distribution within 125 days after the initial date checks were mailed to Eligible Hiring and Compensation

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Class Members; and the name of the person who can provide information on the interest-bearing account within seven (7) calendar days of the inception of the account.

4. SSS Fabricators will also submit two progress reports for Violations 1 and 2. The first progress report shall be due 15 days after initial checks have been disbursed. The second report shall be due 15 days after the second distribution checks have been sent (if applicable). Pursuant to Violations 1 and 2, in each progress report, SSS Fabricators will submit documentation of monetary payments (first distribution and second distribution, if necessary) to all Eligible Hiring and Compensation Class Members as specified in paragraphs (a) and (b) of Remedy 1 and 2. The documentation shall include the names of the Eligible Hiring and Compensation Class Members who were paid; the date(s) checks were issued; and, for each, the number and the amount of the check and the date the check cleared the bank. SSS Fabricators agrees to provide OFCCP with copies of all canceled checks upon request. If complete documentation is provided in one progress report, it need not be resubmitted in a subsequent progress report.
5. All dates and deadlines in this Agreement may be modified or extended by written agreement.
6. This Conciliation Agreement shall remain in effect until the review and acceptance by OFCCP of SSS Fabricators' final progress report.

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**PART IV: Signatures**

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Shaw SSS Fabricators Inc., 7012 LA Highway 1 South, Addis, LA 70710.

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(b) (7) (c)



Luke V. Scorsone  
President  
Shaw SSS Fabricators Inc.  
Addis, LA 70710

James Spann  
Assistant District Director  
San Antonio District Office  
Southwest and Rocky Mountain Region

DATE: 16 June 2015

DATE: June 18, 2015

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

DATE: 6-19-2015

**Attachments**

**Violation 1**

- Attachment 1 – List of Hiring Class Members
- Attachment 2 – Notice to Hiring Class Members
- Attachment 3 – Information Verification Claim Form
- Attachment 4 – Release of Claims Under Executive Order 11246

**Violation 2**

- Attachment 5 – List of Compensation Class Members
- Attachment 6 – Notice to Compensation Class Members
- Attachment 7 – Information Verification Claim Form
- Attachment 8 – Release of Claims Under Executive Order 11246

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Attachme	NAME	RACE	GENDER
FEMALE CLASS MEMBERS			

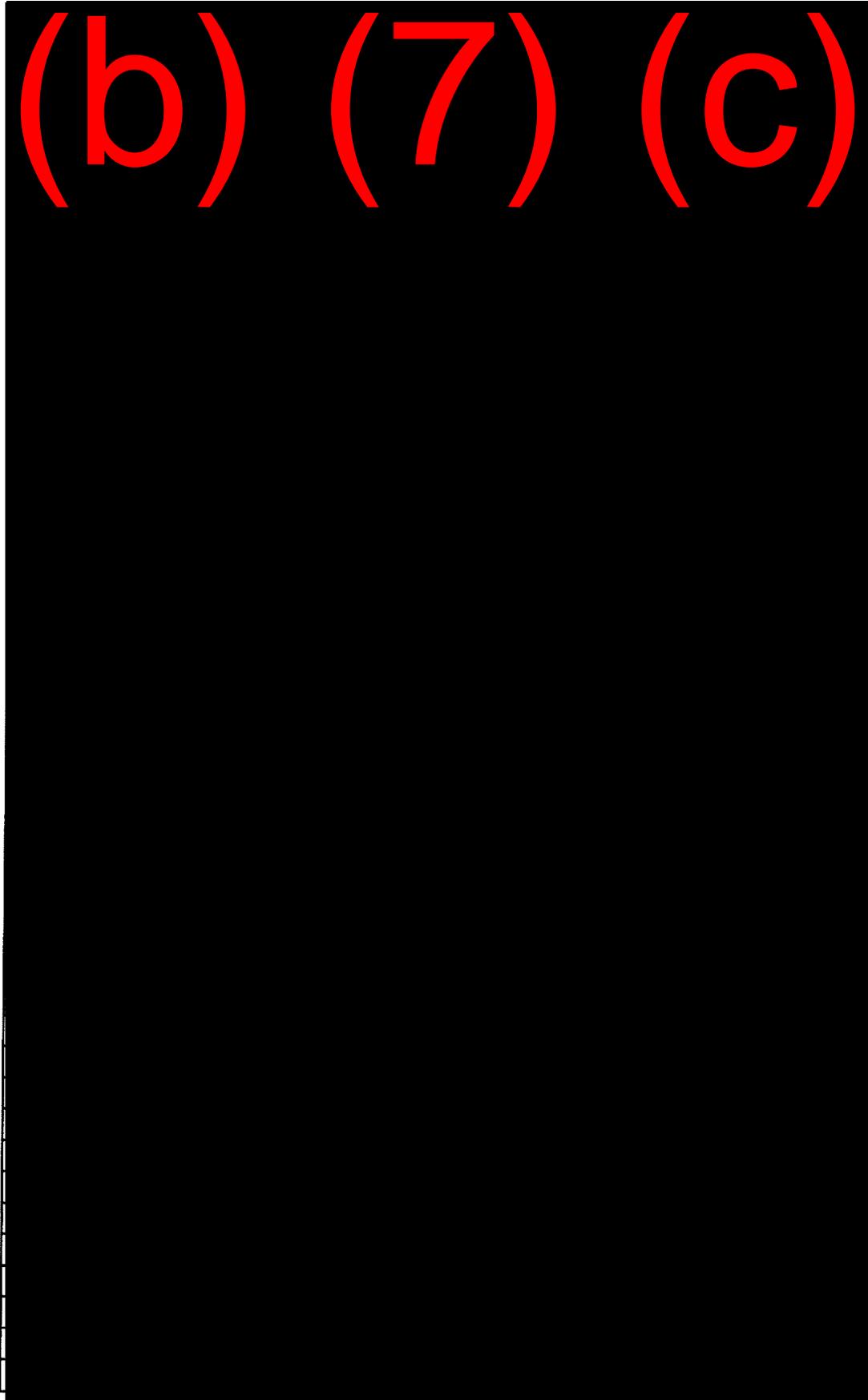


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BLACK CLASS MEMBERS

(b) (7) (c)



(b) (7) (c)

*You may be eligible to get money because of a legal settlement between Shaw SSS Fabricators, 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 Shaw SSS Fabricators, Inc., (“SSS Fabricators”) that may benefit you. This settlement involves claims of discrimination in hiring practices, 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 with SSS Fabricators.*

**ARE YOU AFFECTED?**

Black and female applicants who applied and were not hired for Laborer (Warehouseman and Laborer) and/or Operative (Material Handler, Equipment Operator, and Painter) positions at SSS Fabricators between August 3, 2005 and August 3, 2007 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 SSS Fabricators’ hiring practices during the period August 3, 2005 through August 7, 2007. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP found that SSS Fabricators’ hiring process and selection procedures discriminated against black and female applicants who applied and were not hired for Laborer (Warehouseman and Laborer) and/or Operative (Material Handler, Equipment Operator, and Painter) positions at its Addis, Louisiana facility.

Ultimately, OFCCP issued a Notice of Violation and Notice to Show Cause against SSS Fabricators on these claims. Although SSS Fabricators 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 violation.

As a result, SSS Fabricators must pay money to black and female applicants who applied and were not hired for Laborer (Warehouseman and Laborer) and/or Operative (Material Handler, Equipment Operator, and Painter) positions between August 3, 2005 and August 3, 2007.

**WHAT DOES THIS MEAN FOR YOU?**

Because you applied for a Laborer (Warehouseman and Laborer) and/or Operative (Material Handler, Equipment Operator, and Painter) position during the relevant time frame, and were not hired, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$\_\_\_\_\_ (before taxes).** This payment represents your share of back wages and other payments SSS Fabricators 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) 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 the Settlement Administrator Dana Lake-Streams, Human Resources Compliance, CB&I, One CB&I Plaza, 2103 Research Forest Drive, The Woodlands, TX 77380, [dana.lake-streams@CBI.com](mailto:dana.lake-streams@CBI.com).

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 getting money.

To be eligible for a payment, you must complete, sign, and return the enclosed claim form and release form **[insert actual date - by 105 days from Effective Date of Agreement]**. There are instructions on the form about how to mail it in.

**The Claim Form must be received by [insert actual date - by 105 days from Effective Date of Agreement].**

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 [insert actual date - by 105 days from Effective Date of Agreement] to receive any money or any other relief provided to you by the settlement.**

### **HOW CAN YOU GET MORE INFORMATION?**

If you have any questions, you may contact Assistant District Director James Shinn at (210) 472-5835 and/or [shinn.james@dol.gov](mailto:shinn.james@dol.gov). You can also visit the U.S. Department of Labor website about this case at [\[class member locator link\]](#).

# Claim Form

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

**INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR  
MONEY (BACK WAGES) FROM THE SETTLEMENT**

**DEADLINE TO RESPOND IS [insert actual date - by 105 days from Effective Date of Agreement]**

If you complete this Claim Form, you may be eligible for a money payment from the settlement. To receive an award (such as money), you must complete and return this Claim Form and Release Form postmarked or hand-delivered on or before [Deadline above], to

Dana Lake-Streams, Human Resources Compliance  
CB&I  
One CB&I Plaza  
2103 Research Forest Drive  
The Woodlands, TX 77380  
[dana.lake-streams@CBI.com](mailto:dana.lake-streams@CBI.com)

If you do not submit a properly completed Claim Form and Release Form on or before [insert actual date - by 105 days from Effective Date of Agreement], then your claim will not be on time and **you will not receive any money from this settlement.**

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

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**This Claim Form will only be used for the following purpose: to confirm important information we need in order to make sure you are eligible to receive money under this settlement and process your payment.**

**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 provide your social security number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_**

*Your Social Security Number is required to process your payment for tax purposes. Your Social Security Number will not be used for any other purpose.*

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

**Race/Ethnicity:**

- Hispanic or Latino
- White
- Black or African American
- American Indian/Alaskan Native
- Native Hawaiian/Pacific Islander
- Asian
- 2 or more Races, Specify races \_\_\_\_\_

**Gender:**       Male       Female

**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:**

Dana Lake-Streams, Human Resources Compliance  
CB&I  
One CB&I Plaza  
2103 Research Forest Drive  
The Woodlands, TX 77380  
[dana.lake-streams@CBI.com](mailto:dana.lake-streams@CBI.com)

**Step 2: Sign and return along with the Release Form**

I certify the above as true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**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 Shaw SSS Fabricators, Inc. (“SSS Fabricators”) paying you money, you agree that you will not file any lawsuit against SSS Fabricators for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants in Laborer (Warehouseman and Laborer) and/or Operative (Material Handler, Equipment Operator, Painter) positions. It also says that SSS Fabricators 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 completed document by a certain date, you will not receive any money.

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

I.

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

II.

I understand that SSS Fabricators denies that it treated me unlawfully or unfairly in any way and that SSS Fabricators 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 Review initiated by OFCCP on August 3, 2005. I further agree that the payment of the aforesaid sum by SSS Fabricators to me is not to be construed as an admission of any liability by SSS Fabricators.

III.

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

IV.

**I understand that if I do not sign this Release and return it to SSS Fabricators ON OR BEFORE XX/XX/2015/WITHIN XX DAYS OF THE DATE THE ENVELOPE CONTAINING THIS RELEASE WAS POSTMARKED, I will not be entitled to receive the payment (less deductions required by law) from SSS Fabricators.**

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

---

Signature

Attachment 5 – List of Compensation Class Members

COUNT	NAME	RACE
(b)	(7)	(C)

(b) (7) (c)

(b) (7) (c)

*You may be eligible to get money because of a legal settlement between Shaw SSS Fabricators, 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 Shaw SSS Fabricators, Inc. ("SSS Fabricators") that may benefit you. This settlement involves claims of alleged disparate pay practices in the starting wage rate for the Laborer 1 job title, and our records show that you may be one of the individuals 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 from SSS Fabricators.*

#### **ARE YOU AFFECTED?**

Black employees hired into the Laborer 1 job title at SSS Fabricators between August 3, 2005 and August 3, 2007 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 SSS Fabricators' pay practices during the period August 3, 2005 through August 7, 2007. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP found that SSS Fabricators' pay practices in the starting wage rate for the Laborer 1 job title discriminated against black employees at its Addis, Louisiana facility.

Ultimately, OFCCP issued a Notice of Violation and Notice to Show Cause against SSS Fabricators on these claims. Although SSS Fabricators 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 violation.

As a result, SSS Fabricators must pay money to black employees who were hired into the Laborer 1 job title between August 3, 2005 and August 3, 2007.

#### **WHAT DOES THIS MEAN FOR YOU?**

Because you were hired into a Laborer 1 job title 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 \$ \_\_\_\_\_** (before taxes). This payment represents your share of back wages and other payments SSS Fabricators 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) 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 the Settlement Administrator Dana Lake-Streams, Human Resources Compliance, CB&I, One CB&I Plaza, 2103 Research Forest Drive, The Woodlands, TX 77380, [dana.lake-streams@CBI.com](mailto:dana.lake-streams@CBI.com).

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 getting money.

To be eligible for a payment, you must complete, sign, and return the enclosed claim form **[insert actual date - by 105 days from Effective Date of Agreement]**. There are instructions on the form about how to mail it in.

**The Claim Form must be received by [insert actual date - by 105 days from Effective Date of Agreement].**

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 the document, 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 [insert actual date - by 105 days from Effective Date of Agreement] to receive any money or any other relief provided to you by the settlement.**

### **HOW CAN YOU GET MORE INFORMATION?**

If you have any questions, you may contact Assistant District Director James Shinn at 210-472-5835 and/or [shinn.james@dol.gov](mailto:shinn.james@dol.gov). You can also visit the U.S. Department of Labor website about this case at [\[class member locator link\]](#).

# Claim Form

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

**INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR  
MONEY (BACK WAGES) FROM THE SETTLEMENT**

**DEADLINE TO RESPOND IS [insert actual date - by 105 days from Effective Date of Agreement]**

If you complete this Claim Form, you may be eligible for a money payment from the settlement. To receive an award (such as money), you must complete and return this Claim Form and Release Form postmarked or hand-delivered on or before [Deadline above], to:

Dana Lake-Streams, Human Resources Compliance  
CB&I  
One CB&I Plaza  
2103 Research Forest Drive  
The Woodlands, TX 77380  
[dana.lake-streams@CBI.com](mailto:dana.lake-streams@CBI.com)

If you do not submit a properly completed Claim Form and Release Form on or before [insert actual date - by 105 days from Effective Date of Agreement], then your claim will not be on time and **you will not receive any money from this settlement.**

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

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**This Claim Form will only be used for the following purpose: to confirm important information we need in order to make sure you are eligible to receive money under this settlement and process your payment.**

**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 provide your social security number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_**  
*Your Social Security Number is required to process your payment for tax purposes. Your Social Security Number will not be used for any other purpose.*

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

**Race/Ethnicity:**

- Hispanic or Latino
- White
- Black or African American
- American Indian/Alaskan Native
- Native Hawaiian/Pacific Islander
- Asian
- 2 or more Races, Specify races \_\_\_\_\_

**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;**

Dana Lake-Streams, Human Resources Compliance  
CB&I  
One CB&I Plaza  
2103 Research Forest Drive  
The Woodlands, TX 77380  
[dana.lake-streams@CBI.com](mailto:dana.lake-streams@CBI.com)

**Step 2: Sign and return along with the Release Form**

I certify the above as true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**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 Chicago Bridge & Iron Company (successor-in-interest to Shaw SSS Fabricators, Inc.) (“SSS Fabricators”) paying you money, you agree that you will not file any lawsuit against SSS Fabricators for allegedly violating Executive Order 11246 in connection with its pay practices in the starting wage rate for the Laborer 1 job title. It also says that SSS Fabricators 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 completed document by a certain date, you will not receive any money.

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print name

I.

I hereby waive, release and forever discharge SSS Fabricators, 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 starting wage rate for the Laborer 1 job title on the basis of my race/ethnicity, at any time through the Effective Date of this Release.

II.

I understand that SSS Fabricators denies that it treated me unlawfully or unfairly in any way and that SSS Fabricators 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 its pay practices in the starting wage rate for the Laborer 1 job title to resolve the matter without further legal proceedings in the Compliance Review initiated by OFCCP on August 3, 2005. I further agree that the payment of the aforesaid sum by SSS Fabricators to me is not to be construed as an admission of any liability by SSS Fabricators.

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

\_\_\_\_\_  
Signature