

Conciliation Agreement
Between the
U.S. Department of Labor,
Office of Federal Contract Compliance Programs
and
Learjet Inc.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated the Learjet Inc. ("Learjet") establishment located at 4100 SW 11th Terrace, Fort Lauderdale, Florida 33315, beginning on May 13, 2016. OFCCP found that Learjet failed to comply with Executive Order 11246, as amended ("E.O. 11246" or "the Executive Order"), Section 503 of the Rehabilitation Act of 1973, as amended ("Section 503"), and their respective implementing regulations at 41 Code of Federal Regulations (C.F.R.) Chapter 60.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Learjet enter into this Conciliation Agreement ("Agreement") and its attachments, and the parties agree to all the terms therein.

The attachments to this Agreement are deemed incorporated into this Conciliation Agreement.

II. General Terms and Conditions

1. In exchange for Learjet's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503 of the Rehabilitation Act of 1973 as amended ("Section 503"), and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974 ("VEVRAA") based on the violations described in more detail in Part III. 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 Learjet violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Learjet 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 as may be relevant to the matter under investigation and pertinent to Learjet's compliance. Learjet will permit access to its premises during normal business hours for these purposes and Learjet will provide OFCCP with all reports and documents required.
3. This Agreement does not constitute an admission by Learjet of any violation of or noncompliance with any laws or of any other wrongdoing whatsoever, including but not limited to any violation of E.O. 11246, Section 503, VEVRAA and their implementing regulations at 41 CFR Chapter 60, or other laws, nor has there been an adjudicated finding that Learjet violated any laws.

4. Learjet understands that nothing in this Agreement relieves Learjet of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment laws.
5. Learjet promises not to harass, intimidate, threaten, discriminate against, or otherwise retaliate against any individual because the individual benefits from this Agreement, or 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 CFR § 60-1.32(a).
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced therein. This Agreement contains all the terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing and signed by all parties.
8. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement becomes effective on the day it is signed by the Regional Director of the Southeast Region (the "Effective Date").
10. This Agreement will expire sixty (60) days after Learjet submits the final progress report required in Part IV below, unless OFCCP notifies Learjet in writing prior to the expiration date that Learjet has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date OFCCP determines Learjet has met all of its obligations under the Agreement.
11. Each party shall bear its own fees and expenses with respect to this matter.
12. If Learjet violates the Conciliation Agreement:
 - A. The procedures set forth at 41 CFR § 60-1.34 will govern:
 - 1) If OFCCP believes that Learjet violated any term of the Agreement while it was in effect, OFCCP will send Learjet a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) Learjet will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.

- 3) If Learjet 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 and seek a full make-whole remedy for victims.
- 4) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.

B. Learjet 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.

13. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor, and cannot be used as evidence that Learjet is not in violation of any applicable federal, state, or local laws, including but not limited to E.O. 11246, Section 503, VEVRAA, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act.
14. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible 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 specific Agreement.
15. All references to "days" in this Agreement are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

III. Violations and Remedies

A. Alleged Violations

1. OFCCP found that prior to October 3, 2016, Learjet discriminated against the Technician employees included on Attachment A by paying them less than similarly-situated white employees. OFCCP found statistically significant pay disparities based on information gathered during the compliance review. After examining personnel records and conducting interviews, as well as considering anecdotal evidence gathered during the investigation, OFCCP determined that Learjet's practice of paying these employees less was based on race and not based on legitimate explanatory factors. Accordingly, OFCCP finds that Learjet has discriminated against the employees included on Attachment A, in violation of 41 C.F.R. Part 60-1.4(a)(1).
2. OFCCP found that during the period May 13, 2014 through May 13, 2016, Learjet failed to disseminate the nondiscrimination provision for compensation disclosures to employees, in violation of 41 C.F.R. § 60-1.35(c).

3. OFCCP found that during the period May 13, 2014 through May 13, 2016, Learjet failed to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist. Specifically,
 - a. Learjet failed to evaluate the workforce to determine whether there are problems of minority utilization, including a substantial disparity in the utilization of a particular minority group, and establish placement goals where necessary, in violation of 41 C.F.R. § 60-2.17(b)(1) and 41 C.F.R. § 60-2.16(d).
 - b. Learjet failed to evaluate compensation systems and related personnel procedures to determine whether there are race- or ethnicity-based disparities, in violation of 41 C.F.R. § 60-2.17(b)(3) and (4). Specifically, Learjet failed to evaluate Technicians' initial placement in level/grade, advancement to higher level/grades via non-competitive promotion, and performance ratings to determine whether and where impediments to equal employment opportunity exist.
4. OFCCP found that during the period May 13, 2014 through May 13, 2016, Learjet failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities, document these activities, assess their effectiveness, and document its review, in violation of 41 C.F.R. 60-741.44(f).

B. Financial Remedy

1. **Notice.** Within the dates included on the Timeline (Attachment B, or "Timeline"), Learjet will notify the affected employees listed in Attachment A (or "Affected Employees List") of the terms of this Agreement by certified mail (with return receipt) and provide the following forms: Notice to Affected Employees (Attachment C or "Notice"); Information Verification Form (Attachment D, or "Interest Form"); Release of Claims under Executive Order 11246 (Attachment E, or "Release"); and a postage paid return envelope. Affected employees will have until the date indicated on the Timeline to return the completed Interest and Release Forms to Learjet. Learjet will provide a list to OFCCP of any Affected Employees who did not complete and return Interest and Release Forms and will notify OFCCP of all letters returned as undeliverable within the deadline detailed on the Timeline. Pursuant to the deadlines on the Timeline, OFCCP will then attempt to obtain and provide updated addresses to Learjet, and Learjet will notify the individuals of their status as Affected Employees, which will be considered a second notice, and provide them with the documents described above.
2. **Eligibility.** All employees on the Affected Employees List, who sign and return the Interest and Release Forms to Learjet within the date indicated on the Notice ("Eligible Affected Employees") will receive a monetary settlement. If an employee receives but does not return the Release and Interest Forms to Learjet by the deadline, he or she will no longer be entitled to any monetary relief pursuant to this Agreement.

By the date on the Timeline, Learjet will provide OFCCP with a list of the Eligible Affected Employees. OFCCP will approve the final list of Eligible Affected Employees, include a final distribution amount for each listed employee and/or discuss with Learjet any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

The individuals on the final list, including any amendments made to the final list pursuant to the paragraph above, shall be referred to as Eligible Class Members and shall be entitled to a monetary recovery.

Affected Employees who do not return the Interest and Release forms shall not be entitled to any relief described herein. Affected Employees who complete and return the Interest and Release forms to Learjet after the prescribed timeframes shall not be entitled to any relief.

3. **Monetary Settlement (Back Pay and Interest)**

a. Learjet agrees to distribute among the Eligible Class Members the amount of \$45,093.56 (\$36,074.85 in back pay and \$9,018.71 in interest), plus adjustments required by law on the portion representing back pay only (such as federal, state and/or local taxes and the employers and Eligible Class Members' share of FICA and FUTA taxes), to the individuals on the final Eligible Class Members list. Learjet shall mail to each Eligible Class Member an IRS Form W-2 for 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 provided to the Eligible Class Members either at the time of payment, electronically or with the settlement checks, or at the end of the year. No Eligible Class Member will be required to complete an IRS W-4 or W-9 in order to receive payments under this settlement. Learjet is authorized to use the same withholdings selected from the Eligible Class Members last completed IRS W-4.

b. Within the dates included on the Timeline, Learjet will take the following actions:

i. Pay each Eligible Class Member currently employed by Learjet, the distribution amounts identified on Attachment A in the manner in which the Eligible Class Member is normally paid his/her regular salary (e.g. direct deposit, check), subject to all lawful deductions as set forth in Part III.B.3.a. above; and

ii. Mail a check to all other Eligible Class Members for the distribution amounts identified on Attachment A, subject to all lawful deductions as set forth in Part III.B.3.a. above.

By the date indicated in the Timeline, Learjet will notify OFCCP of the receipt of a check to an Eligible Class Member that was returned as undeliverable. Learjet will notify OFCCP of this fact via email sent to Compliance Officer **Ex (7)(C), Ex (7)(E)** at

Ex (7)(C) @dol.gov. Pursuant to the date specified in the Timeline, OFCCP will attempt to locate the Eligible Class Member, and if OFCCP obtains an alternate address in the designated time period, OFCCP will advise Learjet of the address and Learjet will re-mail the check to an alternate or corrected address. Any check that remains uncashed 180 calendar days after the date indicated on the check will be void.

With respect to any remaining funds, Learjet will make a second distribution, in equal shares, to all Eligible Applicants who cashed their first check. Learjet will mail the second distribution to such Eligible Class Members by the date specified in the Timeline.

C. Nonfinancial Remedy

1. **Remedy any Pay Disparities.** Pursuant to 41 C.F.R. § 60-2.17(b), Learjet agrees to conduct an analysis of its compensation policies and practices related to the Technician jobs subject to this Agreement to ensure those policies and procedures comply with 41 C.F.R. § 60-1.4(a)(1). Specifically, Learjet will review the current compensation of all employees in Technician positions to ensure it does not engage in compensation discrimination, as outlined in 41 C.F.R. § 60-1.4(a)(1). The compensation review will include all forms of monetary compensation in the form of salary or pay rates, bonuses, commissions, pay additions or other forms of incentive pay, starting salary, and merit increases (if applicable). If Learjet finds pay disparities that cannot be justified by a legitimate business factor, Learjet will eliminate the disparity by providing pay adjustments to the affected individuals currently employed at Learjet. Learjet will continue to conduct this pay equity analysis on at least an annual basis to determine if there are any race- or gender- based disparities. During the term of the Agreement, Learjet will provide OFCCP this analysis for the Technician employees pursuant to the reporting provisions below.
2. **Revise Policies and Procedures.** Learjet will review and, as necessary, revise its compensation practices and establish monitoring and oversight mechanisms at the establishment subject to this Agreement to ensure that all aspects of its compensation system provide an equal opportunity to all of its employees as required by 41 C.F.R. § 60-1.4(a). This includes reviewing its processes for training selection, advancement opportunities and employee placement into higher paying jobs, such as assignment to preferred contracts or projects. All revised pay practices will ensure nondiscrimination in rates of pay or other forms of compensation, and describe the procedures and criteria for placement or promotion into positions. Learjet agrees to disseminate these revised policies to employees at the establishment subject to this Agreement, and provide documentation showing this information has been disseminated as described in Part IV.

3. **Training.** Learjet will provide training to all of its managers and supervisors at the establishment subject to this Agreement who make compensation decisions, as well as to all human resources personnel, in the event of any changes to compensation-related practices, policies, or procedures. This training will include subjects regarding equal employment opportunity rights and responsibilities, and training on any new policies and practices in effect pursuant to the terms of this Agreement. Learjet's training will include a formal assessment of trainee comprehension. The assessment will ensure that managers who have completed the training understand and can implement the requirements to (1) follow compensation practices that do not discriminate against employees, as outlined in 41 C.F.R. 60-1.4(a), (2) consistently and fairly implement Learjet's new or revised written practices, (3) properly document the results of their compensation decisions, and (4) retain appropriate records.
4. **Pay Transparency.** Learjet will disseminate information to employees at the establishment subject to this Agreement regarding Executive Order 11246's pay transparency regulations which prohibit federal contractors and subcontractors from discharging or otherwise discriminating against their employees and job applicants for discussing, disclosing, or inquiring about compensation.
5. **Recordkeeping.** Pursuant to 41 C.F.R. § 60-1.12, Learjet will ensure its managers at the establishment subject to this Agreement properly maintain all records on Learjet's revised policies and procedures, including any associated underlying data and information such as human resources information system and payroll data.
6. **Analysis of Employment Process.** Learjet must conduct in-depth analyses of its total employment process at the establishment subject to this Agreement to determine whether and where impediments to equal opportunity exist. Learjet must develop and execute action-oriented programs designed to correct any problem areas identified, and establish placement goals as necessary pursuant to 41 C.F.R. § 60-2.17 and 60-2.16. This includes its evaluation of Technicians' initial placement in level/grade, advancement to higher level/grades via non-competitive promotion, and performance ratings.
7. **Outreach and Recruitment.** Learjet will undertake appropriate external outreach and positive recruitment activities at the establishment subject to this Agreement that are reasonably designed to effectively recruit qualified individuals with disabilities, such as those described at 41 C.F.R. 60-741.44(f)(2). Learjet will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 C.F.R. 60-741.44(f)(3). Learjet will document all activities it undertakes to comply with this section, in accordance with 41 C.F.R. 60-741.44(f)(4).

The following are some examples of resources for both technical assistance and recruitment of individuals with disabilities:

Christina Eisenberg, Employer Service Specialist
Employer Assistance and Resource Network on
Disability Inclusion (EARN)
The Viscardi Center
201 I.U. Willets Road
Albertson, NY 11507
(516) 465-1587
ceisenberg@viscardicenter.org
<http://www.askearn.org/>

Jessica Franchi-Alfaro
Director, ACCESS (Disability
Services) & MEED
Miami Dade College – Wolfson
Campus
300 NE 2nd Avenue, Room 1180
Miami, FL 33132
(305) 237-3371
jfranchi@mdc.edu

Cynthia Gaber, Area Director
Florida Department of Education
Division of Vocational Rehabilitation
7771 W. Oakland Park Blvd., Suite 122
Sunrise, FL 33351
(954) 453-0680
Cynthia.Gaber@vr.fldoe.org
<http://www.rehabworks.org>

Barbara Harmon, CEO
Foot Print to Success Clubhouse
3521 West Broward Blvd Ste 101
Lauderhill, FL 33312
(954) 657-8010
bh_2603@bellsouth.net
<https://footprintsuccess.org/about-us/>

IV. Monitoring and Reporting

Learjet will submit the documents and reports described below to Compliance Officer
Ex (7)(C), Ex (7)(E) at **Ex (7)(C)** @dol.gov:

A. Within 90 calendar days of this Agreement going into effect, Learjet will submit:

1. Copies of written revised policies and procedures, as described in Part III;
2. Documentation that Learjet disseminated the revised pay policies to employees, as described in Part III;
3. Documentation on the training described in Part III;
4. Documentation that it disseminated information concerning OFCCP's pay transparency regulations as provided in Part III;
5. Documentation of its pay analysis, and an explanation of actions taken as a result, as described in Part III;
6. Electronic copies of the underlying data used to conduct the pay analysis described in Part III, including items such as structural differences (e.g., division, business unit, product line, function, job entry date, location) and individual employee characteristics (e.g., company tenure, prior experience, education, grade level, performance rating); and,
7. Documentation of any pay adjustments made as a result of the pay analysis, as described in Part III – to include the amount of each adjustment, the date each adjustment was made, and the race/ethnicity of each individual receiving an adjustment.

- B. Learjet will submit three (3) progress reports covering each six month period this Agreement is in effect. The first progress report will be due six (6) months after the Agreement goes into effect and must cover the six-month period beginning with the Agreement going into effect. The additional reports must cover the successive six-month periods, and must be submitted within 60 calendar days after the close of that six-month period. Learjet will submit the following in each progress report:
1. Documentation of monetary payments to all Eligible Class Members as specified in Part III. The documentation must include the names of Eligible Class Members who were paid, and, for each Eligible Class Member, the number and the amount of the check and the date the check cleared the bank (or pay stubs for those paid through direct deposit). Learjet will provide OFCCP with copies of all canceled checks upon request;
 2. Copy of any E.O. 11246 AAP prepared during the reporting period. If Learjet was not required to implement an AAP during the reporting period, it should note that in the report;
 3. Documentation that Learjet conducted an in-depth analyses of its total employment process to determine whether and where impediments to equal opportunity exist, and developed and executed action oriented programs designed to correct any problem areas identified pursuant to 41 C.F.R. § 60-2.17(b)-(d), including an evaluation of Technicians' initial placement in level/grade, advancement to higher level/grades via non-competitive promotion, and performance ratings; and
 4. Documentation of Learjet's external outreach and positive recruitment activities, as described in Part III.
- C. Learjet will retain all records and data pertinent to the violations resolved by this Agreement and/or used to prepare required reports until this Agreement expires or as long as required by OFCCP's regulations, whichever date occurs later.

TERMINATION DATE: This Agreement will expire pursuant to the terms included in Part II, Paragraph 10.

INTEGRATION CLAUSE: This Agreement represents the full Agreement between Learjet and OFCCP and this Agreement supersedes any other agreements, oral or written regarding this matter. In signing this Agreement, neither Learjet nor OFCCP relies upon any promise, representation of fact or law, or other inducement that is not expressed in this Agreement. This Agreement may be modified only by written agreement of the Parties affected and may not be modified by any oral agreement.

ATTACHMENTS

- A. Affected Employees List
- B. Timeline
- C. Notice
- D. Interest Form
- E. Release

V. SIGNATURES

The person signing this Agreement on behalf of Learjet personally warrants that he is fully authorized to do so, that Learjet has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Learjet.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Learjet Inc.

Ex (6), Ex (7)(C)

MICHELLE MYSZKA
Director, Human Resources
Learjet Inc.
Dallas, Texas

DATE: 09/30/2019

Ex (6), Ex (7)(C)

Ex (7)(C), Ex (7)(E)
Compliance Officer – Miami
OFCCP – Southeast Region

DATE: 09/30/2019

Ex (6), Ex (7)(C)

JACQUELINE ORTIZ-BAERGA
Assistant District Director
Miami
OFCCP – Southeast Region

DATE: 09/30/2019

Ex (6), Ex (7)(C)

E. MICHELLE HERNANDEZ
District Director

OFCCP –Southeast Region

DATE: 09/30/2019

Ex (6), Ex (7)(C)

SAMUEL B. MAIDEN
Regional Director
OFCCP –Southeast Region

DATE: 9/30/2019

Attachment A: Affected Employees List

#	Person ID	First Name	Last Name	Back Pay	Interest	Total
1	Ex (7)(C)			\$ 328.02	\$ 82.01	\$ 410.03
2				\$ 334.05	\$ 83.51	\$ 417.57
3				\$ 416.20	\$ 104.05	\$ 520.25
4				\$ 468.07	\$ 117.02	\$ 585.09
5				\$ 469.82	\$ 117.45	\$ 587.27
6				\$ 515.14	\$ 128.79	\$ 643.93
7				\$ 550.07	\$ 137.52	\$ 687.58
8				\$ 568.58	\$ 142.15	\$ 710.73
9				\$ 577.60	\$ 144.40	\$ 722.00
10				\$ 580.51	\$ 145.13	\$ 725.64
11				\$ 617.67	\$ 154.42	\$ 772.09
12				\$ 620.04	\$ 155.01	\$ 775.05
13				\$ 637.31	\$ 159.33	\$ 796.64
14				\$ 713.92	\$ 178.48	\$ 892.41
15				\$ 737.72	\$ 184.43	\$ 922.15
16				\$ 785.07	\$ 196.27	\$ 981.34
17				\$ 897.43	\$ 224.36	\$ 1,121.78
18				\$ 949.91	\$ 237.48	\$ 1,187.39
19				\$ 964.47	\$ 241.12	\$ 1,205.59
20				\$ 977.99	\$ 244.50	\$ 1,222.48
21				\$ 1,001.26	\$ 250.32	\$ 1,251.58
22				\$ 1,067.04	\$ 266.76	\$ 1,333.81
23				\$ 1,067.53	\$ 266.88	\$ 1,334.41
24				\$ 1,168.18	\$ 292.04	\$ 1,460.22
25				\$ 1,177.82	\$ 294.46	\$ 1,472.28
26				\$ 1,321.73	\$ 330.43	\$ 1,652.16
27				\$ 1,458.49	\$ 364.62	\$ 1,823.11
28				\$ 1,657.04	\$ 414.26	\$ 2,071.30
29				\$ 1,824.58	\$ 456.14	\$ 2,280.72
30				\$ 2,320.54	\$ 580.13	\$ 2,900.67
31				\$ 2,465.64	\$ 616.41	\$ 3,082.05
32				\$ 3,145.12	\$ 786.28	\$ 3,931.40
33				\$ 3,690.28	\$ 922.57	\$ 4,612.86
	\$ 36,074.85	\$ 9,018.71	\$ 45,093.56			

Attachment B – Timeline

#	ACTIVITY	RESPONSIBLE PARTY	DATE
1	Notify all Affected Employees of the terms of this Agreement (initial mailing).	Learjet	Monday, October 14, 2019
2	Postmark deadline for responding to First Notice.	Affected Employees	Friday, November 15, 2019
3	Notify OFCCP of all completed and returned Interest and Release Forms from initial mailing.	Learjet	Friday, December 06, 2019
4	Provide a list to OFCCP of any Affected Employees who did not complete and return Interest and Release forms along with a file containing PII for these Affected Employees.	Learjet	Friday, December 06, 2019
5	Provide a list of those Affected Employees identified on Learjet's list for whom OFCCP was able to verify current or alternate addresses.	OFCCP	Friday, December 20, 2019
6	Notify each Affected Employee of the terms of this Agreement for whom OFCCP was able to verify a current address (second mailing).	Learjet	Friday, January 03, 2020
7	Final deadline for Affected Employees to respond to notification.	Affected Employees	Friday, February 07, 2020
8	Submit the Final List of Eligible Affected Employees and copies of all completed Verification Forms and Releases not previously submitted to OFCCP.	Learjet	Friday, February 28, 2020
9	If OFCCP believes any Affected Employee should be included on the Final List but is not, notify Learjet and identify such Affected Employees.	OFCCP	Friday, March 06, 2020
10	Add any Affected Employees whom the parties agree to the Final List.	Learjet and OFCCP	Friday, March 13, 2020
11	Pay each Eligible Class Member employed and mail a check to all other Eligible Class Members.	OFCCP	Tuesday, May 12, 2020
12	Provide documentation verifying payment to Eligible Class Members as well as information on any undeliverable payments.	Learjet	Thursday, June 11, 2020
13	Locate the specific Eligible Class Members and inform Learjet of a corrected address so that the check may be re-mailed.	OFCCP	Thursday, June 25, 2020
14	Re-mail check to Eligible Class Members for whom corrected addresses received.	Learjet	Thursday, July 09, 2020
15	Learjet mails second distribution checks to Eligible Class Members	Learjet	TBD

Attachment C - Notice

If you were a Technician employed by Learjet Inc. on October 3, 2016, you may benefit from a recent legal settlement with the U.S. Department of Labor

We are writing to provide information about a legal settlement between the U.S. Department of Labor and Learjet Inc. (Learjet) that may benefit you. This settlement involves claims of pay discrimination, and our records show that you may be one of the employees or former employees 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.

ARE YOU AFFECTED?

Certain employees who worked as a Technician at Learjet's Fort Lauderdale, Florida facility as of October 3, 2016 may be included in this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted a review of Learjet's compensation practices. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity through affirmative action requirements that apply to federal contractors. OFCCP alleged that Learjet discriminated against certain Technician employees in compensation when compared to their white counterparts. Learjet denies those claims. Ultimately, OFCCP and Learjet agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the actions the contractor must take to remedy the problems identified by OFCCP.

WHAT DOES THIS MEAN FOR YOU?

You may be eligible to receive a payment as a result of this Conciliation Agreement. The payment represents your likely share of back wages and other payments Learjet 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.

To get these benefits, you will need to release or agree to give up certain legal claims, and sign the enclosed Interest and Release forms.

WHAT IS YOUR NEXT STEP?

You should read this Notice and the enclosed Interest and Release forms.

Please do not ignore these forms or throw them away. Otherwise, you could miss an opportunity to receive money.

To be eligible for a payment, you must complete, sign, and return the two enclosed forms: (1) the Interest Form and (2) the "Release of Claims Under Executive Order 11246" to:

[Name and address for return of both forms or instructions / email address for electronic submission]

DEADLINE: The forms must be post-marked by Friday, November 15, 2019

You may receive some or all of these benefits only if these forms confirm that you are one of the individuals covered by the settlement. After correct completion and submission of these documents, a final decision will be made about your eligibility.

If you fail to return both of the required forms by the deadline above, or if your forms do not verify your eligibility, you will not be eligible to receive any money or any other benefits from the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact **Ex (7)(C), Ex (7)(E)** at **Ex (7)(C)** @dol.gov or (305) **Ex (7)(C)**. You can also visit the U.S. Department of Labor Web site about this case at www.dol.gov/ofccp/cml.

Attachment D: Interest Form

Interest Form

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

INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR MONEY (BACK WAGES) AND/OR AN OPPORTUNITY FOR A PAY INCREASE FROM THE SETTLEMENT

DEADLINE: The forms must be post-marked by: Friday, November 15, 2019

You may be eligible for a money payment from the settlement. To receive benefits (such as money), you must complete and return this Interest Form and the enclosed Release Form by the deadline listed above to:

[Name and Contact Information]

If you do not submit a completed Interest Form and Release Form on or before the deadline listed above, then your claim will not be on time and **you will not receive any benefits from this settlement.**

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

This Interest Form will only be used to confirm important information we need in order to make sure you are eligible to receive money under this settlement and process your payment.

NOTE: This notice is only for the person it was sent to and cannot be transferred or used by another person who is not part of the settlement.

Step 1: Please provide the following contact information to process your payment (please PRINT legibly).

First Name: _____

Last Name: _____

Any other names you have used: _____

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: _____

Notify us at the address below if your address changes or contact us if you have any questions about this Interest form, the notice, or the settlement.

Name

Address

Phone

Email/website link

Step 2: Sign and return along with the Release Form

I certify the above as true and correct.

Signature

Date

Attachment E- Release Form

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 ("Release") is a legal document. The document states that in return for Learjet Inc. ("Contractor") paying you money, you agree that you will not file any lawsuit against Learjet Inc. for allegedly violating Executive Order 11246 in its compensation of employees in Technician positions. It also says that Learjet Inc. does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of payment of \$ (less deductions required by law) by Learjet Inc. to me, which I agree is acceptable, I _____ agree to the following:
print name

I.

I hereby waive, release and forever discharge Learjet Inc., 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 compensation as a Technician on the basis of my race/ethnicity at any time prior to the date of my signature on this Release.

II.

I understand that Learjet Inc. denies that it treated me unlawfully or unfairly in any way and that Learjet Inc. 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 compensation and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on May 13, 2016. I further agree that the payment of the aforesaid sum by Learjet Inc. to me is not to be construed as an admission of any liability by Learjet Inc.

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 Learjet Inc. by the date set forth in the enclosed notice, I will not be entitled to receive any payment (less deductions required by law) from Learjet Inc.

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

Signature