



CONCILIATION AGREEMENT  
BETWEEN  
THE U. S. DEPARTMENT OF LABOR  
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS  
AND  
BAKER & TAYLOR, LLC  
(FORMERLY BAKER & TAYLOR, INC.)  
1200 US HIGHWAY 22 EAST  
BRIDGEWATER, NJ 08807  
OFCCP CASE NO. R00184239

**PART I. PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated Baker & Taylor, LLC's (formerly Baker & Taylor, Inc.) facility located at 120 US Highway 22 East, Bridgewater, NJ 08807 (hereinafter "B&T") and found that B&T 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 – 60-3. OFCCP notified B&T of the specific violations found and the corrective actions required in a Notice of Violation issued on July 13, 2015. 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 B&T enter this Conciliation Agreement and agree to all the terms stated below.

**PART II. GENERAL TERMS AND CONDITIONS**

1. In exchange for B&T's fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violation described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violation described in Part III if B&T violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. B&T 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. B&T will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.

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3. B&T understands that nothing in this Agreement relieves B&T 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"), and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 ("VEVRAA").
4. B&T promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.
7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day it is signed by the Regional Director of the Northeast Region (the "Effective Date") unless the Director of OFCCP indicates otherwise within 45 calendar days of the date the Regional Director signs the Agreement.
9. This Agreement will expire sixty (60) days after B&T submits the final progress report required in Part IV (C), below, unless OFCCP notifies B&T in writing prior to the expiration date that B&T has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines B&T has met all of its obligations under the Agreement.
10. If B&T violates this Conciliation Agreement,
  - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
    - 1) If OFCCP believes that B&T violated any term of the Agreement while it was in effect, OFCCP will send B&T a written notice stating the alleged violations and summarizing any supporting evidence.
    - 2) B&T will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.

- 3) If B&T is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
- 4) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.

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

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

### **PART III. SPECIFIC VIOLATIONS AND REMEDIES**

#### **1. HIRING DISCRIMINATION**

A. OFCCP found that B&T is not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 C.F.R. § 60-1.4(a)(1). Based on OFCCP's analysis of B&T's hiring process and selection procedures during the period from January 1, 2012 through December 30, 2012 and January 1, 2013 through June 30, 2013, OFCCP found that there was a statistically significant disparity in the hiring of males, Whites and Blacks for General Warehouse Associate positions based on gender and/or race/ethnicity.

B. Based on OFCCP's analysis of the applicant and hiring data, OFCCP found that B&T's selection process had an adverse impact on the hiring of male applicants, White applicants and Black applicants for General Warehouse Associate positions. Specifically, for the General Warehouse Associate positions, OFCCP found that during the period January 1, 2012 through June 30, 2013, from a qualified pool of (b) (7)(E) male applicants, B&T extended an offer to and/or hired (b) (7)(E) males (b) (7)(E) for General Warehouse Associate positions. During the same period, from a qualified pool of (b) (7)(E) female applicants, B&T extended an offer to and/or hired (b) (7)(E) females (b) (7)(E) for General Warehouse Associate positions. This disparity in hiring rates adverse to male applicants is statistically significant at the level of (b) (7)(E) standard deviations with a shortfall of 12 male hires.

In addition, from a qualified pool of (b) (7)(E) White applicants B&T selected (b) (7)(E) Whites (b) (7)(E) and from a qualified pool of (b) (7)(E) Black applicants, B&T selected (b) (7)(E) Blacks (b) (7)(E) for General Warehouse Associate positions. During the same period, from a qualified pool of (b) (7)(E) Hispanic applicants, B&T selected (b) (7)(E) Hispanics (b) (7)(E) for General Warehouse Associate positions. This disparity in hiring rates adverse to White and Black applicants is statistically significant at the level of (b) (7)(E) standard deviations with a shortfall of 3 White offers/hires and (b) (7)(E) standard deviations with a shortfall of 7 Black offers/hires.

Based on OFCCP's review of B&T's policies, procedures, file records, and interview results, OFCCP did not find a business necessity or job related reason that explains B&T's non-selection of these applicants.

Accordingly, OFCCP finds that B&T discriminated against 64 qualified male applicants, 6 qualified White applicants, and 11 qualified Black applicants not hired into General Warehouse Associate positions because of their gender and/or race/ethnicity.

### **C. REMEDY FOR AFFECTED CLASS**

- 1) **Notice.** Within sixty (60) calendar days of the Effective Date of this Agreement, B&T must notify the 64 male applicants, 6 White applicants, and 11 Black applicants listed in Attachment A (hereinafter "List") of the terms of this Agreement by mailing by certified mail and first class mail to each individual in the affected class the Notice to Affected Class (Attachment B, "Notice"), Information Verification & Employment Interest Form (Attachment C, "Interest Form"), and Release of Claims under Executive Order 11246 (Attachment D, "Release"), and a postage paid return envelope. B&T will notify OFCCP of all letters returned as undeliverable ten (10) days after the response deadline set out in the Interest Form. In addition, within thirty (30) days after expiration of the response deadline set out in the Interest Form, B&T will provide OFCCP with a list of the individuals in the affected class who have not yet responded to the Notice and/or have not returned a signed Interest Form and Release. OFCCP will then attempt to obtain and provide updated addresses to B&T within fifteen (15) days of receiving the list from B&T. B&T agrees to mail by certified mail and first class mail a second Notice, Interest Form, Release, and postage paid return envelope to all individuals for whom updated addresses were obtained with fifteen (15) days of receiving the updated addresses.
- 2) **Eligibility.** All members of the affected class (listed on Attachment A) who sign and return the Interest Form and Release to B&T within thirty (30) calendar days of the postmarked date on the envelope containing the first or second Notice and Interest Form ("Eligible Class Members") will receive a share of the monetary settlement under this Agreement. If an individual receives, but does not return the Interest Form and Release to B&T within thirty (30) calendar days of the postmarked date on the envelope containing the first or second Notice and Interest Form and Release, he/she will no longer be entitled to a payment under this Agreement.

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

All Eligible Class Members are entitled to their share of the monetary settlement.

- 3) **Monetary Settlement.** B&T agrees to distribute a total of \$181,000.00 (back pay in the amount of \$170,295.66 plus interest in the amount of \$10,704.34) to male, White and Black applicants, less legal deductions required by law (such as federal, state and/or local taxes and the Eligible Class Members' share of FICA taxes), in equal shares among all Eligible Class Members on the final approved list. B&T will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail each Eligible Class Member an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. These IRS forms will be mailed on or before the IRS deadline. B&T will disburse the monetary settlement within ten (10) calendar days after OFCCP approves the final list of Eligible Class Members.

Within ten (10) calendar days of B&T's receipt of a check to an Eligible Class Member returned as undeliverable, B&T will notify OFCCP of this fact via e-mail sent to Compliance Officer (b) (7)(E) @dol.gov. OFCCP will attempt to locate the Eligible Class Member, and if OFCCP obtains an alternate address, B&T will re-mail the check within ten (10) calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds, B&T will make a second distribution in equal shares to all Eligible Class Members who cashed their first check. If the total amount of uncashed funds would result in a payment of less than \$25.00 to each Eligible Class Member who cashed the first disbursement check, B&T will instead use those uncashed funds to provide training in equal employment opportunity to its personnel at the Bridgewater, NJ facility who are involved in selecting individuals for the General Warehouse Associate position.

- 4) **Employment.** As General Warehouse Associate positions become available, B&T will consider qualified Eligible Class Members not currently employed by B&T who express an interest in employment with B&T until 22 (12 males, 3 Whites and 7 Blacks) Eligible Class Members are hired as General Warehouse Associates or until the list of Eligible Class Member expressing an interest in employment is exhausted, whichever occurs first. Eligible Class Members will be considered in the order that B&T receives their Interest Forms. If B&T receives more than one response on any given day, those Eligible Class Members will be considered for employment based on the date of their original application. B&T must initiate its hiring of Eligible Class Members within 180 days of the Effective Date of this Agreement or after the response deadline set out in the Interest Form, and must complete its hiring obligations under this section within two years of the Effective Date of this Agreement. If B&T is not able to hire 22 Eligible Class Members or exhaust the list of Eligible Class Members expressing an interest in employment within two years, OFCCP may extend the term of this Agreement for up to 9 months or until B&T satisfies its hiring requirement(s), whichever occurs first.

OFCCP acknowledges that B&T routinely has job openings for General Warehouse Associate positions. Notwithstanding the procedures set forth in this section, if an Eligible Class Member applies for a General Warehouse Associate position and is hired prior to the OFCCP's final approval of the Eligible Class Member list, that hiring decision will be credited against B&T's preferential hiring obligation regardless of the date on which the Eligible Class Member returned his/her Employment Interest Form and Release.

Eligible Class Members will be allowed at least two weeks to report for work after receiving a written job offer from B&T, which will be contingent on the Eligible Class Member submitting to and passing a pre-employment substance abuse test, a criminal background check, and providing documents showing his/her eligibility to work in the United States. The Eligible Class Members hired into General Warehouse Associate positions pursuant to this Agreement must be paid \$9.50 per hour or the current wage rate for the General Warehouse Associate position, whichever is higher, and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other similarly-situated General Warehouse Associate employees. In addition, all Eligible Class Members hired must receive retroactive seniority using the date of their original application as their hire date for all purposes, including job retention, job bidding and benefits (or a payment in lieu of retroactive seniority benefits).

#### **D. NON-MONETARY REMEDIES**

B&T will ensure that all applicants are afforded equal employment opportunities. B&T agrees that its selection procedures, practices, and/or policies for General Warehouse Associate positions will be job-related, consistent with business necessity, and uniformly applied without regard to gender or race/ethnicity. B&T agrees to continue and/or to implement the corrective actions detailed below.

##### **1) Revised Hiring Process**

###### **(a) Eliminate Discriminatory Selection Procedures:**

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

B&T will not use any selection procedure that has an adverse impact, as defined in 41 C.F.R. § 3.4D, on male, White and Black applicants, unless it properly validates the procedure pursuant to these regulations.

###### **(b) Review and Revisions Required:** B&T will revise, in writing, the practices, policies and procedures it uses to select applicants for General Warehouse Associate positions (hereinafter "Revised Hiring Process"). Specifically, B&T will:

- (i) create a selection process for General Warehouse Associate positions which describes the criteria used in each step of the hiring process, including any application screens, interviews, tests, credit checks, review of criminal history, reference checks, post-offer screenings, or other selection procedure;
  - (ii) develop specific, job-related qualification standards for General Warehouse Associate positions that reflect the duties, functions, and competencies of the position;
  - (iii) ensure all policies and qualification standards are uniformly applied to all applicants; and
  - (iv) list clearly on its recruiting materials and job postings the minimum qualifications, including required skills and certifications.
- (c) **Recordkeeping and Retention:** B&T will write and implement procedures to ensure that applicants are tracked and decisions are accurately documented at each step in the hiring process. B&T will write and implement procedures to ensure that documents are retained in accordance with 41 C.F.R. 60-1.12(a) and Part 60-3.
- (d) **Training:** Within two (2) months of the Effective Date of this Agreement, B&T must train all Bridgewater, NJ managers, supervisors, and other personnel involved in any way in recruiting, selecting, or tracking applicants for General Warehouse Associate positions on the Revised Hiring Process. The training will include instruction in: the proper implementation of the recruitment, tracking and selection procedures; neutral application of the specified qualifications and criteria that will be used at each step in the hiring process; procedures to be used to document the decisions made at each step in the hiring process; and the procedures to be used to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3. B&T will meet with all Bridgewater, NJ management employees and other employees responsible for the General Warehouse Associate selection process and review its equal employment obligations and nondiscrimination policies related to hiring. Specific attention will be directed to ensure that male, White and Black applicants, who benefit from the provisions of this agreement, are not retaliated against, or suffer harassment or any form of reprisal or adverse action based on or in relation to the terms of this Agreement.
- (e) **Monitoring:** B&T agrees to monitor selection rates at each step of its selection process for Bridgewater, NJ, General Warehouse Associate positions. Where it is determined that a selection procedure has an adverse impact, as defined in 41 C.F.R. § 3.4D, on the hiring of applicants of a particular race or gender, B&T will eliminate the procedure, choose an alternative procedure, or validate the

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

**2. Internal Audit and Reporting System**

- (a) During the period January 1, 2012 through December 30, 2012 and January 1, 2013 through June 30, 2013, B&T failed to develop and implement an internal audit and reporting system that measured the effectiveness of its total Affirmative Action Program as required by 41 CFR 60-2.17(d)(1-4).
- (b) Specifically, B&T failed to identify barriers in the selection process that precluded male applicants, White applicants and Black applicants from being offered and hired for the General Warehouse Associate positions.
- (c) **REMEDY:** B&T must develop and implement an internal audit and reporting system at its Bridgewater, NJ facility that periodically measures the effectiveness of its total Affirmative Action Program as required by 41 CFR 60-2.17(d)(1)-(4).

**3. Adverse Impact Analysis**

- (a) During the period January 1, 2012 through December 30, 2012 and January 1, 2013 through June 30, 2013, B&T failed to comply with 41 CFR 60-3.4 and 60-3.15A.
- (b) Specifically, B&T did not conduct an adverse impact analysis that would enable the company to address in its adverse impact analysis the component or components in the selection process causing the overall adverse impact, which gave rise to the difference in the selection rates between male and female applicants, White and Hispanic applicants, and Black and Hispanic applicants.
- (c) **REMEDY:** B&T must monitor its selection procedures at its Bridgewater, NJ, facility by conducting a proper adverse impact analysis for the entire selection/hiring process in the General Warehouse Associate job title. If adverse impact is found to exist in the total selection/hiring process, then B&T must evaluate the individual components of the process for adverse impact. If adverse impact is found to exist in any of the individual components of the selection

process, B&T must validate that component in accordance with the UGESP or consider alternatives and maintain pertinent records.

#### **PART IV. REPORTS REQUIRED**

B&T must submit the documents and reports described below to:

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

1. Within **sixty (60) calendar days** of the Effective Date of this Agreement, B&T must submit a copy of the written Revised Hiring Process described in section III(1)(D)(1).
2. Within **ninety (90) calendar days** of the Effective Date of this Agreement, B&T must submit documentation that all Bridgewater, NJ, managers, supervisors and other personnel involved in recruiting, selecting, or tracking applicants for General Warehouse Associate positions have been trained on the Revised Hiring Process. The documentation must include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed in the training, and the name and job titles of each person who conducted the training.
3. Within the prescribed timeframes, B&T must submit all documents and information referenced in section III (1) (C), including:
  - (a) Within **one hundred (100) calendar days** of the Effective Date of this Agreement, B&T must submit:
    - Documentation of the mailing of the "Notice", "Interest Form" and "Release" to the class members.
    - A list of class members who failed to respond to the Notice to Class Members along with copies of the undeliverable envelopes.
  - (b) Within **one-hundred and fifty (150) calendar days** of the Effective Date of this Agreement, B&T must submit documentation of the mailing of the Notice to Class Members, Interest Form, and Release to class members for whom OFCCP has located updated addresses.
  - (c) Within **one-hundred and seventy (170) days** from the response deadline for Eligible Class Members, B&T must submit a final list of class members who shall be entitled to monetary and other benefits provided for in this Agreement.

- (d) Within thirty (30) days of OFCCP's approval of the final list of Eligible Class Members, B&T must submit notification to OFCCP of undeliverable/returned checks to B&T.
- (e) Within sixty (60) days from OFCCP's approval of the final list of Eligible Class Members, B&T must submit:
- Documentation of monetary payments provided to all Eligible Class Members as specified in section III(1)(C)(3). The documentation must include the names of Eligible Class Members who were paid, and, for each Eligible Class Member, the number and amount of the check and the date the check cleared the bank. B&T must provide OFCCP with copies of all canceled checks upon request.
  - Documentation of specific hiring activity for Eligible Class Members who were hired into General Warehouse Associate positions, in accordance with this Agreement, including name, gender, ethnicity, date of hire, job title hired into, rate of pay, and proof of retroactive seniority and benefits.
  - For Eligible Class Members who were considered for employment but were not hired, B&T will provide the reasons for non-placement along with all relevant documentation, including date of offer and reasons for non-hire.
4. Within the prescribed timeframes, B&T must submit all documents and information referenced in sections III (1) (C), III (1) (D) (2), and III (1) (D) (3).

B&T must submit two additional progress reports, Reports 8 and 9. Report 8 is due January 31, 2017, and will cover the period beginning January 1, 2016 to December 31, 2016. Report 9, the final report, is due January 31, 2018, and will cover the period beginning January 1, 2017 to December 31, 2017.

Reports 8 and 9 shall contain the following information concerning the Bridgewater, NJ, facility:

1. Documentation of specific hiring activity for Eligible Class Members who were hired into General Warehouse Associate positions, in accordance with this Agreement, including name, gender, ethnicity, date of hire, job title hired into, rate of pay, and proof of retroactive seniority and benefits.
2. For Eligible Class Members who were considered for employment but were not hired, B&T will provide the reasons for non-placement along with all relevant documentation, which includes date of offer and reasons for non-hire.

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3. The total number of applicants and hires and the breakdown by race, gender and ethnic group of applicants and hires for General Warehouse Associate positions during the reporting period, including all temporary, part time, and seasonal workers who were referred to and/or assigned to work at B&T in the General Warehouse Associate position by a staffing firm or employment agency.
4. For General Warehouse Associate positions, the results of B&T's analysis of whether its total selection process has adverse impact, as defined in 41 C.F.R. § 60-3.4D, on those members of groups set forth in 41 C.F.R. § 60-3.4B (for purposes of the adverse impact analysis, B&T must not include hires made of Eligible Class Members pursuant to this Agreement in that analysis).
5. For each case where the total selection process has an adverse impact, as defined in 41 C.F.R. § 60-3.4D, the results of B&T's evaluation of the individual components of the selection process for adverse impact; and/ or the actions taken by B&T upon determining that any component of the selection process has an adverse impact on members of groups set forth in section III (D) (3) (c) above.

**B&T 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 is later.**

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**PART V. SIGNATURES**

This Conciliation Agreement is hereby executed by and between the OFCCP and Baker & Taylor, LLC (formerly Baker & Taylor, Inc.).

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

Bart Frazier  
Vice President, Human Resources  
Baker & Taylor, LLC  
(Formerly Baker & Taylor, Inc.)

Date: 12-17-15

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

Diana Sen  
Region Director  
OFCCP – Northeast Region

Date: 12/21/15

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

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

Date: 12/21/15

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

Toxi Roane  
Assistant District Director  
New Jersey District Office  
OFCCP – Northeast Region

Date: 12/21/15

(b) (7)(E)

Compliance Officer  
New Jersey District Office  
OFCCP – Northeast Region

Date: 12/21/15

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**ATTACHMENT A**  
**LIST OF CLASS MEMBERS**

**Male Applicants:**

<b>Last Name</b>	<b>First Name</b>	<b>Last Name</b>	<b>First Name</b>
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(b) (6), (b)(7)(C)

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**White Applicants:**

<b>Last Name</b>	<b>First Name</b>
(b) (6),	(b)(7)(C)

**Black Applicants:**

<b>Last Name</b>	<b>First Name</b>
(b) (6),	(b)(7)(C)

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**ATTACHMENT B**

**NOTICE TO AFFECTED CLASS**

Dear [NAME]:

Baker & Taylor, Inc. ("B&T") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to remedy the violations of Executive Order 11246 ("E.O. 11246") that OFCCP found during a compliance review of B&T's Bridgewater, NJ facility. Based upon OFCCP's analysis of B&T's hiring process and selection procedures during the period from January 1, 2012 through June 30, 2013 ("review period"), OFCCP found that there was a disparity in the hiring of General Warehouse Associates against male applicants, White applicants and Black applicants based on gender and race/ethnicity.

B&T has not admitted to any violation of E.O. 11246, and there has not been any adjudicated finding that B&T violated any laws. OFCCP and B&T entered into the Agreement to resolve the matter without resorting to further legal proceedings. You have been identified as an individual who applied for a General Warehouse Associate during that time period, but was not hired.

As part of this Agreement, you are eligible to receive a distribution of at least \$2,234.56 less lawful payroll deductions. Under the terms of this Agreement it may take up to four months from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification & Employment Interest Form and the enclosed Release of Claims under Executive Order 11246. You should complete and mail back the forms as soon as possible; they *must* be postmarked to the address below no later than 30 days after the date this Notice was mailed out (postmarked) for you to be entitled to participate in this settlement:

Attn: Settlement Administrator \_\_\_\_\_

OFCCP – Baker Taylor  
c/o Rust Consulting, Inc.  
P. O. Box 2396  
Faribault, MN 55021-9096

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification and Employment Interest Form and Release of Claims under Executive Order 11246.

In addition to the monetary distribution, B&T will be making job offers for General Warehouse Associate positions to a limited number of individuals receiving this notification. It is not certain that you will receive a job offer. If you are still interested in employment with B&T, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for General Warehouse Associate positions in the order that B&T receives the Information Verification and Employment Interest Form expressing an interest in employment. All individuals hired pursuant to this Agreement will be provided with retroactive seniority for purposes of benefits.

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If you have any questions you may call [NAME] at B&T at [PHONE NUMBER], or OFCCP Compliance Officer (b) (7)(E) [REDACTED] Your call will be returned as soon as possible.

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO B&T WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.**

Sincerely,

(NAME)

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

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**ATTACHMENT C**

**INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM**

**You must complete this form and sign the attached Release of Claims in order to be eligible for the monetary payment under the terms of the Conciliation Agreement ("Agreement") between Baker & Taylor, Inc. ("B&T") and the Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Nos.: Home \_\_\_\_\_ Cell \_\_\_\_\_ Work \_\_\_\_\_

Notify B&T at the address below if your address or phone number changes within the next six months.

Your Social Security Number (to be used for tax purposes only): \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

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

Male  Female

Caucasian  African American  Hispanic  Asian  Native American

Please indicate below whether you are currently interested in employment in a General Warehouse Associate position with B&T. If you complete, sign, and return this Information Verification and Employment Interest Form and the attached Release of Claims, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

Yes, I am still interested in employment with B&T as a General Warehouse Associate.

No, I am not currently interested in employment with B&T as a General Warehouse Associate.

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

Attn: Settlement Administrator  
1  
OFCCP - Baker Taylor  
c/o Rust Consulting, Inc.  
P. O. Box 2396  
Faribault, MN 55021-9096

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Baker & Taylor, LLC (formerly Baker & Taylor, Inc.), Bridgewater, NJ  
Conciliation Agreement  
(R00184239)

**ATTACHMENT D**

**RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246**

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

In consideration of the payment of at least \$2,234.56 (less deductions required by law) by B&T to me, which I agree is acceptable, I \_\_\_\_\_ agree to the following:  
print name

I.

I hereby waive, release and forever discharge B&T, 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 General Warehouse Associate at its Bridgewater, NJ facility on the basis of my gender and/or race/ethnicity at any time through the effective date of this Release.

II.

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

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.

Baker & Taylor, LLC (formerly Baker & Taylor, Inc.), Bridgewater, NJ  
Conciliation Agreement  
(R00184239)

IV.

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

IN WITNESS WHEREOF, I have signed this document on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature