

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

AND

HUNTINGTON INGALLS INCORPORATED, ACTING  
THROUGH ITS INGALLS SHIPBUILDING DIVISION

**Part I. Preliminary Statement**

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated Huntington Ingalls Incorporated, acting through its Ingalls Shipbuilding Division ("Ingalls" or "Contractor") located at 1000 Access Road, Pascagoula, MS (the "Premises"), beginning on March 27, 2013. OFCCP found that Huntington failed to comply with Executive Order 11246, as amended ("EO 11246" or "the Executive Order") and its implementing regulations at 41 Code of Federal Regulations (CFR) Chapter 60.

OFCCP notified Contractor of the specific violation(s) and the corrective action(s) required in a Notice of Violation issued on January 27, 2016 ("NOV"), a corrected NOV issued on March 22, 2017, and in a Show Cause Notice (SCN) issued on November 2, 2017.

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 Contractor enter into this Conciliation Agreement ("Agreement"), and the parties agree to all the terms herein. The attachments to this Agreement are deemed incorporated into this Agreement.

**Part II. General Terms and Conditions**

1. In exchange for Contractor's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and/or 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 Contractor violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Contractor's compliance with this Agreement. As part of this review, OFCCP may request written reports, inspect the Premises, interview witnesses,

and examine and copy documents. Contractor will permit access to its Premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents it requests, including those specified in this Agreement.

3. Nothing in this Agreement relieves Contractor of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws enforcing non-discrimination or equal employment opportunity through affirmative action.
4. Contractor agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties.
7. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day that it is signed by the Regional Director of OFCCP's Southeast Region (the "Effective Date").
9. This Agreement will expire sixty (60) days after Contractor submits its final progress report required in Part IV, below, unless OFCCP notifies Contractor in writing before the expiration date that Contractor has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that Contractor has met all of its obligations under the Agreement.
10. If Contractor violates this Agreement,
  - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
    - i) If OFCCP believes that Contractor violated any term of the Agreement while it was in effect, OFCCP will send Contractor a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii) Contractor will have (15) calendar days from receipt of the notice to respond in writing, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.

iii) If Contractor 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 OFCCP may seek a full, make-whole remedy for victims.

iv) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.

B. Contractor may be subject to the sanctions set forth in Section 209 of the Executive Order 41 C.F.R. § 60-1.27 and/or other appropriate relief for violation of this Agreement.

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

12. 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.

13. Each party shall bear its own fees and expenses with respect to this matter.

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.

### **PART III. VIOLATION AND REMEDIES**

#### **A. ALLEGED VIOLATIONS**

##### **Hiring**

OFCCP contends that during the period November 1, 2011 through October 31, 2012, Contractor discriminated against 80 black applicants when hiring for its Helper 1<sup>st</sup> 1000 Hrs. Laborer position, in violation of 41 CFR 60-1.4(a)(1). OFCCP found statistically significant differences in hiring rates between blacks and white applicants in these positions, with qualified black applicants less likely to be hired than qualified white applicants. Specifically, OFCCP found a

disparity of **Ex (7)(E)** standard deviations and a shortfall of 6 hires. After examining personnel records, conducting interviews, as well as considering anecdotal evidence gathered during the investigation, OFCCP determined that this practice of disproportionately hiring white applicants was based on race and not based on legitimate differences in qualifications.

Specifically, OFCCP determined that Contractor's use of the Pipe Fitter Helper Assessment as a prerequisite for progressing in the hiring process resulted in statistically significant discrimination **Ex (7)(E)** against 80 qualified black applicants. Contractor did not produce a validity study for this assessment or any other evidence demonstrating its validity in accordance with the Uniform Guidelines on Employee Selection Procedures ("UGESP"). Accordingly, OFCCP finds that Contractor is in violation of 41 CFR § 60-1.4(a) (1), 41 CFR § 60-3.3A, 41 CFR § 60-3.4, and 41 CFR § 60-3.15A.

### **Technical Violation**

1. Contractor failed to develop and execute action-oriented programs designed to correct any problem areas identified pursuant to 41 CFR § 60-2.17(b) and designed to attain established goals and objectives. Specifically, OFCCP asserts Contractor failed to make a good faith effort to meet its established goal for minorities and females in job group M1 Supv. Entry I for which underutilization was identified and a goal was set. (41 CFR § 60-2.17(c) and (d)).

## **B. REMEDIES**

### **1. Hiring**

#### **A. Financial Remedies**

1. **Notice**. Pursuant to the dates agreed upon in Attachment D ("Timeline"), Contractor shall notify the Applicants listed in Attachment A ("Affected Applicants List") of the terms of this Agreement by certified mail (return receipt) and provide the Notice, Interest Form, and the Release Form included in Attachment B; and a postage paid return envelope. Applicants must return the completed Interest and Release Forms to Contractor by the deadline included in the notice documents. Pursuant to the dates agreed upon in the Timeline, Contractor will notify OFCCP of all letters returned as undeliverable, and OFCCP will then attempt to obtain and provide updated addresses to Contractor, which will use these new addresses to notify the individuals of their status as Affected Applicants, and provide them with a second mailing of the documents described above ("Second Notice" documents, included as Attachment C).
2. **Eligibility**. All applicants who sign and return the Interest and Release forms to Contractor by the deadline set forth in the notice documents ("Eligible Applicants") will be eligible for a payment. If an applicant receives but does not

return the Release and Interest Forms to Contractor within the prescribed deadline, the applicant will no longer be entitled to any relief pursuant to this Agreement.

By the date indicated in the Timeline, Contractor will provide OFCCP with a list of the Eligible Applicants. OFCCP will approve the final list of Eligible Applicants, and include a final distribution amount for each applicant and/or discuss with Contractor any issues necessary to finalize the list.

- B. **Monetary Settlement.** Pursuant to the date specified in the Timeline, Contractor will open an FDIC-insured interest bearing account for maintaining the settlement funds. Contractor agrees to distribute \$149,050.06 in back pay and \$10,000 in interest, less deductions required by law on the portion representing back pay only (such as federal, state and/or local taxes and the employers' and Eligible Applicants' share of FICA and FUTA taxes) to the applicants on the final Eligible Applicants list. In addition to the backpay and interest, Contractor will pay the employer's contribution to statutory payroll obligations such as FICA, FUTA, and any other local programs. Contractor shall mail to each Eligible Applicant 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 Applicants either at the time of payment, electronically, or with the settlement checks, or at the end of the year. No Eligible Applicant will be required to complete a W-4 or W-9 in order to receive payments under this settlement.

By the date indicated in the Timeline, Contractor will notify OFCCP of undeliverable checks. Contractor will notify OFCCP of this fact via e-mail 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 Applicant, and if OFCCP obtains an alternate address in the designated time period, Contractor will re-mail the check to an alternate or corrected address. Any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible Applicants will be void. With respect to any uncashed funds, Contractor will make a second distribution, in equal shares, to all Eligible Applicants who cashed their first check. Contractor will mail the second distribution to such Eligible Applicants by the date specified in the Timeline.

## B. Non-Monetary Remedies

1. **Job Opportunities:** As vacancies occur in the Helper 1st 1000 Hrs. Laborer position, Contractor shall make bona fide job offers to Eligible Applicants who have expressed interest in employment, meet the minimum requirements for the position, and are not

then employed by Contractor, until 6 are hired or the list of interested Eligible Applicants is exhausted, whichever comes first.

Until that time, these Eligible Applicants will have priority over all other candidates for hire into Helper 1st 1000 Hrs. Laborer position. As vacancies occur in the Helper 1st 1000 Hrs. Laborer position, Contractor shall contact the Eligible Applicants with a written job offer in the order they submitted their Interest Forms, or, if the Forms were received on the same day, in the order of their original application date.

The report-to-work date for Eligible Applicants hired pursuant to this Agreement shall be no later than fourteen (14) days after the date the written job offer is accepted. The Eligible Applicant must report to work on the day designated or provide Contractor notice of good cause for their absence on or before that date. If good cause is provided, the Eligible Applicant must report to work within seven (7) days of the original designated start date. Otherwise, Contractor may withdraw the job offer and shall be under no obligation to hire the Eligible Applicant under this Agreement.

Contractor agrees to pay Eligible Applicants hired under this provision at least the current entry level wage for Helper 1st 1000 Hrs. Laborer position, and provide all regular and on-the-job training.

2. **Documentation on Hiring Process.** Pursuant to the reporting timeline described in Part IV, Contractor agrees that it will provide the following documentation :
  - a. A certification that Contractor has eliminated the Pipe Fitter Helper Assessment that was in use during the audit period;
  - b. Documentation showing that it created or modified its job description for the Helper 1st 1000 Hrs. Laborer position that so that it describe the essential functions; the minimum qualifications including required skills and certifications; and the criteria used in each step of the hiring process, including any application screens, interviews, tests, credit checks, review of criminal history, reference checks, or other selection procedure; and
  - c. Documentation showing that its recruiting materials and job postings state the minimum qualifications for the Helper 1st 1000 Hrs. Laborer position, including required skills and certifications.
3. **Self-Analysis.** During the reporting period specified in Part IV, Ingalls agrees to monitor selection rates at each step of its selection process for the Helper 1st 1000 Hrs. Laborer position. This includes documenting the number of persons hired by race, the number of applicants who applied by race, and the number of applicants by race who participated in and passed each selection procedure utilized. Where it is

determined that a selection procedure has an adverse impact, (unless due to the requirement to accept applicants under Part III.B.1.C.1 of this Agreement), as defined in 41 C.F.R. §60-3.4(D), on the hiring of applicants of a particular race, Contractor must cease use of this procedure until and unless it is validated and the Contractor has considered suitable alternatives, in accordance with the Uniform Guidelines on Employee Selection Procedures, 41 C.F.R. Part 60-3. Contractor agrees to maintain and make available to OFCCP records concerning the impact and validity of the selection process for the Helper 1st 1000 Hrs. Laborer position.

**4. Training.**

**(1) Selection Process**

Contractor must train all individuals involved in any way in recruiting, selecting, or tracking applicants for the Helper 1st 1000 Hrs. Laborer position – namely, its recruiters, hiring managers, and any other talent acquisition staff, on its 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.

**(2) Equal Employment Opportunity Obligations**

Contractor will meet with management and all individuals responsible for the selection process and review its equal employment obligations and nondiscrimination policies related to hiring. Specific attention will be directed to ensure no retaliation, intimidation, interference or any other conduct that violates 41 C.F.R. § 60-1.32 against black applicants.

**(3) Training Assessment**

The training must include a formal assessment developed by Contractor. The assessment must ensure that managers who have completed the training understand and can implement the requirements to (1) follow nondiscriminatory hiring practices, (2) consistently and fairly implement the new or revised written practices, and (3) properly document the results of their decisions and retain appropriate records.

- 5. Recordkeeping.** Pursuant to 41 C.F.R. § 60-1.12, Contractor will ensure its managers properly document the results of hiring decisions made pursuant to its hiring policies and procedures, and properly maintain all related records, including any associated underlying data, and information such as HRIS and payroll data, job applications, applicant and hire data, disposition codes, personnel records, and any other records or data used to generate the required reports.

## Technical

- A. Contractor must develop and execute action-oriented programs designed to correct any problem areas identified pursuant to 41 CFR § 60-2.17(c).

## PART IV: REPORTING ON CORRECTIVE ACTION REQUIRED IN CA

1. Contractor will submit the documents and reports described below to District Director Alvin Mitchell via email at **Ex (7)(C)**@dol.gov:
  - A. Within 90 calendar days of this Agreement going into effect, Contractor will provide the certification and documentation described in Part III(B)(1)(B)(2).. Contractor will submit documentation on the training described in Part III — to consist of (a) a list of names and job titles of the persons trained, (b) the date(s) of the training, and (c) the formal assessments completed by participants.
  - B. Contractor will submit four (4) progress reports, covering each six month period this Agreement is in effect. The first progress report will be due eight (8) 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. Contractor will submit the following in each progress report:
    - 1) Documentation of monetary payments to all Eligible Applicants as specified in Part III. The documentation must include the names of Eligible Applicants who were paid, and, for each Eligible Applicant, the number and the amount of the check and the date the check cleared the bank. Contractor will provide OFCCP with copies of all canceled checks upon request;
    - 2) Copies of all job postings, recruitment materials, and any other similar materials used during the reporting period for the Helper 1st 1000 Hrs. Laborer position. OFCCP will review these documents to ensure they meet the criteria set forth in the Agreement;
    - 3) All applicant and hire data covering the period of the Progress Report for the Helper 1st 1000 Hrs. Laborer position (applicant flow log), including the total number of applicants and hires by race, the reasons for any non-selection, and the rate of pay offered;
    - 4) Copies of the results of the hiring self-analysis performed for the Helper 1<sup>st</sup> 1000 Hrs Laborer position and an explanation of any actions taken as a result; and
    - 5) Documentation of training on hiring, as described in Part III.



- C. Copy of the basic E.O. 11246 AAP narratives prepared during the reporting period – support data is not required. If Contractor was not required to implement an AAP during the reporting period, it should note that in the report.
- 2. Contractor 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 9.

**INTEGRATION CLAUSE:** This Agreement represents the full Agreement between Contractor and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither Contractor 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. List of Affected Applicants
- B. First Notice Documents
  - B-1-Notice (First Mailing)
  - B-2 Interest Form (First Mailing)
  - B-3 Release Form (First Mailing)
- C. Second Notice Documents
  - C-1-Notice (Second Mailing)
  - C-2 Interest Form (Second Mailing)
  - C-3 Release Form (Second Mailing)
- D. Timeline

#### **PART V: SIGNATURES**

This Conciliation Agreement is hereby executed by and between the OFCCP and Contractor. The person signing this Conciliation Agreement on behalf of Contractor is authorized to do so. Contractor has entered into this Conciliation Agreement voluntarily and with full knowledge of the effect thereof, and that execution of this Conciliation Agreement is fully binding on Contractor and OFCCP.

**[SIGNATURES FOLLOW ON NEXT PAGE]**

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

Edmond E. Hughes, Jr.  
Vice President, Human Resources and Administration  
Ingalls Shipbuilding  
P.O. Box 149, M/S 1011-08  
Pascagoula, MS 39568-0149

DATE: 7/23/19

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

Katie Course  
Assistant District Director  
Jackson Area Office  
Southeast Region

DATE: 7/24/2019

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

Samuel Maiden  
Regional Director  
Southeast Region

DATE: 07/25/2019

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

**Ex (7)(C), Ex (7)(E)**

Compliance Officer  
Jackson Area Office  
Southeast Region

DATE: 07/24/2019

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

Alvin Q. Mitchell  
Birmingham District Director  
Southeast Region

Date: 07/24/2019

Attachment A: List of Affected Applicants

	Candidate ID	Affected Applicant
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*You may be eligible to get money and a job because of a legal settlement between the Huntington Ingalls Incorporated, Ingalls Shipbuilding Division 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 Huntington Ingalls Incorporated, Ingalls Shipbuilding division (Ingalls) that may benefit you. This settlement involves claims of discrimination in hiring, which Ingalls denies. Our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and/or a job with Ingalls.

**ARE YOU AFFECTED?**

Black applicants who applied and were not hired for Ingalls' Helper 1<sup>st</sup> 1000 Hrs. Laborer position at its Pascagoula, Mississippi facility during the period November 1, 2011 through October 31, 2012 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 a review of Ingalls' hiring practices during the period November 1, 2011 through October 31, 2012. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity through affirmative action requirements that apply to federal contractors. OFCCP issued a Notice of Violation alleging that Ingalls discriminated against black applicants in hiring for the Helper 1<sup>st</sup> 1000 Hrs. Laborer position. Ingalls denies those claims. Ultimately, for various reasons, OFCCP and Ingalls 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 Notice of Violation issued by OFCCP.

**WHAT DOES THIS MEAN FOR YOU?**

Because you applied for the Helper 1<sup>st</sup> 1000 Hrs. Laborer 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 \$1,988.12 (before taxes).** This amount represents your share of back wages and other payments Ingalls is making to settle the dispute. The final amount you will receive will be reduced by

deductions for items such as income tax withholding and Social Security contributions.

2. **You may be eligible for a job offer.** Ingalls will be making job offers for Helper 1<sup>st</sup> 1000 Hrs. Laborer positions to at least six of the individuals receiving this notification. It is not guaranteed that you will receive a job offer. If you are interested in a job with Ingalls, please express your interest on the enclosed Interest Form.

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 and a job with Ingalls.

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

Fred Howell  
Director of Talent Acquisition  
Ingalls Shipbuilding  
P.O. Box 149, M/S 1011-08  
Pascagoula, MS 39568-0149

**DEADLINE: The forms must be postmarked by September 18, 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 forms, 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, consideration for job opportunities or any other benefits that are available to you by the settlement.**

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

If you have any questions, you may contact Compliance Officer **Ex (7)(C), Ex (7)(E)** at **Ex (7)(C)**@dol.gov or (601)965-4668. You can also visit the U.S. Department of Labor Web site about this case at [www.dol.gov/ofccp/cml](http://www.dol.gov/ofccp/cml).

## Interest Form

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**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 A JOB OFFER FROM THE SETTLEMENT**

**DEADLINE: This form must be completed and post-marked by September 18, 2019.**

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

To receive benefits (such as money or a job offer), you must complete and return this Interest Form and the enclosed Release Form. Both must be postmarked by the deadline listed above to:

Fred Howell  
Director of Talent Acquisition  
Ingalls Shipbuilding  
P.O. Box 149, M/S 1011-08  
Pascagoula, MS 39568-0149

If you do not submit a completed Interest Form and Release Form on or before the deadline above, then your claim will not be on time and **you will not receive any money from this settlement and you cannot be considered for a job offer from this settlement.**

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

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**This Interest Form will only be used for the following purposes:**

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

**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: \_\_\_\_\_

**Please provide your date of birth and social security number**

Date of Birth \_\_\_\_\_ Social Security Number \_\_\_\_\_  
*Your date of birth and Social Security Number are required in order to process your payment for tax purposes. They will not be used for any other purpose.*

Notify Compliance Officer **Ex (7)(C), Ex (7)(E)** at **Ex (7)(C)**@dol.gov or (601) 965-4668 if your address changes, or contact us if you have any questions about this Interest form, the notice, or the settlement.

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

- Yes, I am still interested in a Helper 1<sup>st</sup> 1000 Hrs. Laborer position with Ingalls at its Pascagoula, Mississippi facility.
- No, I am not currently interested in a Helper 1<sup>st</sup> 1000 Hrs. Laborer position with Ingalls at its Pascagoula, Mississippi facility.
- I am currently employed within Huntington Ingalls Incorporated.

**Step 3: Sign and return along with the Release Form**

I certify the above as true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Attachment B-3 Release Form (First Mailing)

**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 the Ingalls Shipbuilding Division of Huntington Ingalls Incorporated (Ingalls) paying you money, you agree that you will not file any lawsuit against Ingalls for allegedly violating Executive Order 11246 in connection with its selection procedures for Helper 1<sup>st</sup> 1000 Hrs. Laborer positions. It also says that Ingalls 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 **\$1,988.12** (less deductions required by law) by Ingalls to me, which I agree is acceptable, I \_\_\_\_\_ (print name) agree to the following:

I.

I hereby waive, release and forever discharge Huntington Ingalls Incorporated, including all its divisions, predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns (hereinafter "Ingalls"), 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 Helper 1st 1000 Hrs. Laborer position on the basis of my race at any time through the effective date of this Release.

II.

I understand that Ingalls denies that it treated me unlawfully or unfairly in any way and that Ingalls 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 on March 27, 2013. I further agree that the payment of the aforesaid sum by Ingalls to me is not to be construed as an admission of any liability by Ingalls.

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 Ingalls within the deadline set forth in the enclosed Notice, I will not be entitled to receive any payment (less deductions required by law) from Ingalls.

IN WITNESS WHEREOF, I have signed this document on this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Signature

*You may be eligible to get money and a job because of a legal settlement between the Huntington Ingalls Incorporated, Ingalls Shipbuilding Division 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 Huntington Ingalls Incorporated, Ingalls Shipbuilding division (Ingalls) that may benefit you. This settlement involves claims of discrimination in hiring, which Ingalls denies. Our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and/or a job with Ingalls.

**ARE YOU AFFECTED?**

Black applicants who applied and were not hired for Ingalls' Helper 1<sup>st</sup> 1000 Hrs. Laborer position at its Pascagoula, Mississippi facility during the period November 1, 2011 through October 31, 2012 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 a review of Ingalls' hiring practices during the period November 1, 2011 through October 31, 2012. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity through affirmative action requirements that apply to federal contractors. OFCCP issued a Notice of Violation alleging that Ingalls discriminated against black applicants in hiring for the Helper 1<sup>st</sup> 1000 Hrs. Laborer position. Ingalls denies those claims. Ultimately, for various reasons, OFCCP and Ingalls 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 Notice of Violation issued by OFCCP.

**WHAT DOES THIS MEAN FOR YOU?**

Because you applied for the Helper 1<sup>st</sup> 1000 Hrs. Laborer 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 \$1988.12 (before taxes).** This amount represents your share of back wages and other payments Ingalls 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. **You may be eligible for a job offer.** Ingalls will be making job offers for Helper 1<sup>st</sup> 1000 Hrs. Laborer positions to at least six of the individuals receiving this notification. It is not

guaranteed that you will receive a job offer. If you are interested in a job with Ingalls, please express your interest on the enclosed Interest Form.

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 and a job with Huntington.

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

Fred Howell  
Director of Talent Acquisition  
Ingalls Shipbuilding  
P.O. Box 149, M/S 1011-08  
Pascagoula, MS 39568-0149

**DEADLINE: The forms must be postmarked by January 16, 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 forms, 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, consideration for job opportunities or any other benefits that are available to you by the settlement.**

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

If you have any questions, you may contact Compliance Officer **Ex (7)(C), Ex (7)(E)** at **Ex (7)(C)** @dol.gov or (601)965-4668. You can also visit the U.S. Department of Labor Web site about this case at [www.dol.gov/ofccp/cml](http://www.dol.gov/ofccp/cml).

## Interest Form

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**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 A JOB OFFER FROM THE SETTLEMENT**

**DEADLINE: This form must be completed and post-marked by January 16, 2019.**

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

To receive benefits (such as money or a job offer), you must complete and return this Interest Form and the enclosed Release Form. Both must be postmarked by the deadline listed above to:

Fred Howell  
Director of Talent Acquisition  
Ingalls Shipbuilding  
P.O. Box 149, M/S 1011-08  
Pascagoula, MS 39568-0149

If you do not submit a completed Interest Form and Release Form on or before the deadline above, then your claim will not be on time and **you will not receive any money from this settlement and you cannot be considered for a job offer from this settlement.**

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

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**This Interest Form will only be used for the following purposes:**

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

**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: \_\_\_\_\_

**Please provide your date of birth and social security number**

**Date of Birth:** \_\_\_\_\_ **Social Security Number** \_\_\_\_\_

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

**Notify Compliance Officer** **Ex (7)(C), Ex (7)(E)** at **Ex (7)(C)** e@dol.gov or (601) 965-4668 if your address changes, or contact us if you have any questions about this Interest form, the notice, or the settlement.

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

- Yes, I am still interested in a Helper 1<sup>st</sup> 1000 Hrs. Laborer position with Ingalls at its Pascagoula, Mississippi facility.
- No, I am not currently interested in a Helper 1<sup>st</sup> 1000 Hrs. Laborer position with Ingalls at its Pascagoula, Mississippi facility.
- I am currently employed within Huntington Ingalls Incorporated.

**Step 3: 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 the Huntington Ingalls Incorporated, Ingalls Shipbuilding division (Ingalls) paying you money, you agree that you will not file any lawsuit against Ingalls for allegedly violating Executive Order 11246 in connection with its selection procedures for Helper 1<sup>st</sup> 1000 Hrs. Laborer positions. It also says that Ingalls 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 \$ \$1,988.12 [TBD](less deductions required by law) by Ingalls to me, which I agree is acceptable, I \_\_\_\_\_ (print name) agree to the following:

I.

I hereby waive, release and forever discharge Huntington Ingalls Incorporated, including its divisions, predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns (hereinafter "Ingalls"), 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 Helper 1st 1000 Hrs. Laborer position on the basis of my race at any time through the effective date of this Release.

II.

I understand that Ingalls denies that it treated me unlawfully or unfairly in any way and that Ingalls 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 on March 27, 2013. I further agree that the payment of the aforesaid sum by Ingalls to me is not to be construed as an admission of any liability by Ingalls.



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 Ingalls within the deadline set forth in the enclosed Notice, I will not be entitled to receive any payment (less deductions required by law) from Ingalls.

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

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Signature

Attachment D  
Timeline

ACTIVITY	DATE
Ingalls Mails First Notice Documents	By August 19, 2019
Postmark Deadline for Affected Applicants to Reply to First Notice	September 18, 2019
Ingalls Notifies OFCCP of Undeliverable Mailings	By November 4, 2019
OFCCP Provides Updated Contact Information to Ingalls	By November 25, 2019
Ingalls Mails Second Notice Documents	By December 10, 2019
Postmark Deadline for Affected Applicants to Reply to Second Notice	January 16, 2020
Ingalls Provides List of its Determination of Eligible Applicants	By February 6, 2020
OFCCP Reviews and Approves Final List and Distribution Amounts	By February 21, 2020

ACTIVITY	DATE
Ingalls Mails Back pay Checks	By March 23, 2020
Ingalls Notifies OFCCP of Any Checks Returned as Undeliverable	Within 15 days of receipt of undeliverable notice
OFCCP Provides Updated Addresses	Within 21 days
Ingalls Mails Back pay Checks to New Addresses	Within 21 days
Distribution of Remaining Funds to Eligible Applicants	As soon as practicable, no later than 60 days