

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

and

PROMAXIMA MANUFACTURING, LTD.
5310 Ashbrook Dr.
Houston, TX 77081

PART I: GENERAL PROVISIONS:

1. This Conciliation Agreement ("Agreement") is between the Office of Federal Contract Compliance Programs ("OFCCP") and ProMaxima Manufacturing, Ltd. ("ProMaxima").
2. The violations identified in this Agreement were found during a compliance evaluation of ProMaxima's facility located at 5310 Ashbrook Dr., Houston, Texas 77081, which began on July 15, 2010, and were specified in a Notice of Violations issued on November 8, 2012, and a Show Cause Notice issued on December 6, 2013. OFCCP alleges that ProMaxima has violated Executive Order 11246, as amended ("Executive Order"), Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 ("Section 503"), the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 ("VEVRAA"), and implementing regulations at 41 CFR Chapter 60 due to the specific violations cited in Part II below.
3. This Agreement does not constitute an admission by ProMaxima of any violation of the Executive Order, Section 503, VEVRAA and implementing regulations.
4. The provisions of this Agreement will become part of ProMaxima's affirmative action program ("AAP"). Subject to the performance by ProMaxima of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of ProMaxima with all OFCCP programs will be deemed resolved. However, ProMaxima is advised that the commitments contained in this Agreement do not preclude future determinations of noncompliance based on a finding that the commitments are not sufficient to achieve compliance.
5. ProMaxima agrees that OFCCP may review compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents, as may be relevant to the matter under investigation and pertinent to ProMaxima's compliance. ProMaxima shall permit access to its premises during normal business hours for these purposes.

6. Nothing herein is intended to relieve ProMaxima from the obligation to comply with the requirements of the Executive Order, Section 503, VEVRAA, and implementing regulations, or any other equal employment statute or executive order or its implementing regulations.
7. ProMaxima agrees that there will be no retaliation of any kind against any beneficiary of this Agreement or against any person who has provided information or assistance, or who files a complaint, or who participates in any manner in any proceeding under the Executive Order, Section 503, and/or VEVRAA.
8. This Agreement will be deemed to have been accepted by the Government on the date of signature by the Regional Director of the Southwest and Rocky Mountain Region ("Regional Director"), unless the Director, OFCCP, indicates otherwise within 45 calendar days of the Regional Director's signature on this Agreement.
9. If at any time in the future, OFCCP believes that ProMaxima has violated any portion of this Agreement during the term of this Agreement, ProMaxima will be promptly notified of that fact in writing. This notification will include a statement of the facts and circumstances relied upon in forming that belief. In addition, the notification will provide ProMaxima with 15 calendar days from receipt of the notification to respond in writing, except where OFCCP alleges that such a delay would result in irreparable injury.

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

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

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

PART II: SPECIFIC PROVISIONS:

VIOLATION: OFCCP found that ProMaxima is not in compliance with 41 CFR 60-1.4(a)(1). OFCCP's analysis of ProMaxima's hiring process and selection procedures for the period July 15, 2008 through July 14, 2011 ("review period"), revealed that ProMaxima discriminated against non-minorities, blacks, American Indians/Alaskan Natives, Asians, Native Hawaiians/Other Pacific Islanders, and two or more races (hereinafter non-Hispanics) and females in hiring for positions in the Laborer job group and discriminated against non-Hispanics in hiring for Welder positions. Although the Laborer job group consisted of multiple job titles (Helper, Cutter, Driller, Upholsterer, and Shipper), OFCCP determined that ProMaxima used a single

applicant pool to fill these Laborer positions. OFCCP found non-Hispanics and females were less likely to be hired into Laborer jobs than similarly-situated Hispanics and males; and non-Hispanics were less likely to be hired for Welder jobs.

During the period July 15, 2008 through July 14, 2010, ProMaxima maintained only [REDACTED] of the applications for unsuccessful applicants who applied for Laborer and Welder jobs and [REDACTED] for those hired. As a result, only [REDACTED] of the records were kept for the hires. Moreover, data provided by ProMaxima showed that all Laborer and Welder hires were Hispanic males during the review period. Therefore, to analyze hiring, OFCCP conducted analyses based on data from the 2000 U.S. Census Standard Occupational Codes ("SOC") for the Houston, Texas PMSA. The analyses revealed statistically significant adverse impact against non-Hispanics and females for Laborer positions and against non-Hispanics for Welder positions.

The availability for Laborers was [REDACTED] for non-Hispanics and [REDACTED] for females. The non-Hispanic percentage is based on an availability of [REDACTED] for non-minorities, [REDACTED] for blacks, [REDACTED] for Asians, and less than [REDACTED] each for American Indian/Alaskan Native, Native Hawaiian/Other Pacific Islander, and Two or More races. Based on [REDACTED] hires, the analysis resulted in a statistically significant disparity of [REDACTED] standard deviations disfavoring non-Hispanic applicants yielding a shortfall of 36. The analysis also revealed a statistically significant disparity of [REDACTED] standard deviations disfavoring females yielding a shortfall of 23. A shortfall of 50 is required to remedy this violation.

OFCCP also found a statistically significant disparity disfavoring non-Hispanics in the Welder job title for the review period. The data submitted by ProMaxima included [REDACTED] total hires for Welder, all of whom are Hispanic. Based on OFCCP's analysis using census code SOC 51-4120 "Welding, Soldering, and Brazing Workers," non-Hispanics were impacted at [REDACTED] standard deviations yielding a shortfall of 13.

In addition to the statistical analysis, historically, OFCCP found an absence of non-Hispanic and female employees in Welder and Laborer jobs at ProMaxima. Moreover, ProMaxima's Laborer job group is [REDACTED] Hispanic and [REDACTED] male; for the Welder job, it is [REDACTED] Hispanic which is not representative of its Labor market and recruitment area. OFCCP was unable to identify a legitimate non-discriminatory reason for the hiring disparities and found other anecdotal evidence and inconsistencies in the selection process that support OFCCP's statistical findings. Thus, OFCCP found that ProMaxima engaged in discrimination in hiring against non-Hispanics and females for Laborer jobs and non-Hispanics for Welder jobs.

REMEDY: ProMaxima agrees to immediately cease using the hiring practices and/or policies that negatively affected or excluded non-Hispanic and female Laborer applicants, and non-Hispanic Welder applicants and will take the following actions:

(a) Revision of the Hiring Process, Implementation and Training: Within 60 calendar days of the effective date of this Agreement (the effective date is the date of the signature of the Regional Director), ProMaxima will revise, in writing, the practices, policies and procedures it uses to recruit, track and hire applicants for Laborer and Welder positions (hereinafter the "Revised Hiring Process"). To ensure consistency and uniformity, the Revised Hiring Process will contain the following:

- Procedures to recruit applicants for Laborer and Welder positions, including mandatory posting, outreach efforts, and the use of the Internet as a recruitment procedure, if ProMaxima uses the Internet to recruit Laborer and Welder applicants.
- The qualifications and criteria to be used to place applicants into the Laborer and Welder applicant pool.
- The qualifications and criteria to be used to eliminate and/or select applicants at each step of the hiring process, including the qualifications and criteria to be used in any application screen, interview, test, post-hiring screen or other selection procedure.
- Procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process.
- Procedures to ensure that documents are retained in accordance with 41 CFR 60-1.12(a) and Part 60-3.

Thereafter, within 90 calendar days of the effective date of this Agreement, ProMaxima will fully implement and train all individuals involved in any way in recruiting, selecting or tracking applicants for Laborer and Welder positions using the Revised Hiring Process. ProMaxima also will train any individuals who are hired or transferred into such a position within 30 days of their new assignment. The training will include instruction on the proper implementation of the recruitment, tracking and selection procedures, the neutral application of the specified qualifications and criteria that will be used at each step in the hiring process, the 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 CFR 60-1.12(a) and Part 60-3.

(b) Notification: Within 15 calendar days of the effective date of this Agreement, ProMaxima shall provide the following to the OFCCP Houston District Office: Notice to Laborer Class Members (Attachment 2a, "Notice-Laborer") and Notice to Welder Class Members (Attachment 2b, "Notice-Welders"), the Claim forms (Attachment 3a, "Claim Form-Laborer" and Attachment 3b, "Claim Form-Welder"), the Release of Claims Under Executive Order 11246 (Attachment 4a, "Release-Laborer" and Attachment 4b, "Release-Welder"), and an envelope with ProMaxima's

return address and postage for each Class Member on Attachments 1a and 1b. Within 30 days of the effective date, OFCCP will send by first class mail the appropriate Notice, Claim Form, and Release to Class Members on Attachments 1a and 1b to notify them of the terms of this Agreement. ProMaxima will notify OFCCP bi-weekly of all letters returned as undeliverable. In addition, within 60 calendar days of the effective date, ProMaxima will provide a list to OFCCP of the Class Members who have not yet responded to the Notice and/or have not returned a fully executed Claim Form and Release. OFCCP will then initiate efforts to locate those Class Members and send by first class mail within 10 days a second Notice, Claim Form, Release, and a postage paid return envelope to each Class Member that it locates. All Class Members who sign and return the Release and Claim Form to either ProMaxima or OFCCP within 120 calendar days of the effective date of this Agreement ("Eligible Class Members") will equally share the monetary settlement designated for their Class and, if indicating an interest in employment, will be eligible to be considered for a job pursuant to this Agreement. If a Class Member has not returned the Release and Claim Form to ProMaxima or OFCCP within 120 calendar days of the effective date of this Agreement, the Class Member will no longer be entitled to any relief pursuant to this Agreement.

Within 125 calendar days of the effective date of this Agreement, ProMaxima will provide OFCCP with a list of all Laborer and Welder Class Members who returned the Claim Form and Release within 120 calendar days of the effective date, along with a copy of each executed Release and Claim Form it received. OFCCP will provide ProMaxima with all original executed Release and Claim Forms it receives. Within 135 calendar days from the effective date, OFCCP will review and approve the final list of Eligible Class Members or discuss with ProMaxima any issues necessary to finalize the list, such as the inclusion or exclusion of certain Eligible Class Members. The monetary payment discussed in paragraph (d) below will be divided equally as designated for the Laborer and Welder Class Members identified on the final approved list. All Eligible Laborer or Welder Class Members are entitled to their share of the monetary settlement regardless of whether they are interested in employment with ProMaxima.

- (c) Offers of Employment: As positions become available, ProMaxima will extend job offers, by phone (phone offers shall be documented in writing) to Eligible Class Members who express an interest in employment with ProMaxima, until 50 Laborer (27 non-Hispanic and 23 female) and 13 non-Hispanic Welder Class Members have successfully completed the selection process and are hired, or until the list of such Eligible Laborer and Welder Class Members on Attachments 1a and 1b expressing an interest in employment is exhausted, whichever occurs first. Eligible Class Members shall be considered in the order that ProMaxima receives their Claim Forms expressing an interest in employment. For every two offers made to hire Laborers or Welders, at least one must be from the list of Eligible Laborer and Welder Class Members on Attachments 1a and 1b. For the first six months after the effective date of this Agreement, any non-minority hired by ProMaxima, although not included on Attachment 1a and 1b, shall be considered a Class Member and entitled to a pro rata

share of the back pay. Any non-minority hired during the course of the Agreement shall be counted toward the shortfall of 50 female or non-Hispanic Laborers or 13 non-Hispanic Welders. ProMaxima shall initiate its hiring of Eligible Class Members after 45 days of the effective date of this Agreement, and must complete its hiring obligations under this section (i.e. placement of 50 Eligible Laborer Class Members into Laborer positions and 13 Eligible Welder Class Members into Welder positions or exhaustion of the list of interested Eligible Class Members) within 18 months of the effective date of this Agreement.

Eligible Laborer and Welder Class Members will be allowed at least two weeks to report for work after receiving a written job offer from ProMaxima. The Eligible Class Members hired pursuant to this Agreement shall be paid \$^{(b)(4)} per hour for Laborer positions and \$^{(b)(3)} per hour for Welders or the current wage rates for Laborer and Welder positions, whichever are higher, and shall be provided with the same benefits, opportunity to earn overtime and shift differentials as other Laborer and Welder employees.

- (d) Monetary Settlement: Within 10 calendar days of the effective date of this Agreement, ProMaxima shall deposit \$39,152.00 (back pay of \$35,511.00 and interest of \$3,641.00) into an interest-bearing account at the prevailing interest rate for Laborer and Welder Class Members. On the fifth day of each month thereafter for six months, ProMaxima will deposit \$8334.00 into the same account. In the event of default on any of the payments, the total remaining balance shall become due and payable and interest shall be assessed against such remaining unpaid balance at the rate provided by 28 U.S.C. § 1961 from the date of default until the total amount is paid in full. ProMaxima will notify OFCCP within five calendar days of the inception of the account that this action has been taken and will identify a person whom OFCCP may contact to determine the current balance of the account and the amount of accrued interest. Further, within five calendar days after each monthly deposit, ProMaxima shall notify OFCCP that the monthly deposit was made when due. The monetary settlement is a negotiated amount that represents estimated back pay. The back pay and interest amount (plus additional interest that accrues on the interest-bearing account), less legal deductions required by law on the portion representing back pay only (such as federal, state and/or local taxes and FICA), will be equally distributed among the respective groups on Attachments 1a and 1b. ProMaxima will pay to the Internal Revenue Service ("IRS") the employer's share of social security withholdings, and shall mail to each Eligible Class Member an IRS W-2 Form representing that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be mailed to the Eligible Class Members either with the settlement checks or at the end of the year. No disbursements of the monetary settlement covered by this Agreement are to be made prior to 45 calendar days following the effective date of this Agreement. ProMaxima will disburse the monetary settlement within 210 calendar days of the effective date of this Agreement.

Within five days of ProMaxima's receipt of a check to an Eligible Class Member returned as undeliverable, ProMaxima shall notify OFCCP of this fact via e-mail or facsimile. OFCCP will attempt to locate the Class Member and if OFCCP obtains an alternate address, ProMaxima will re-mail the check to that address. Any check that has not been cashed 120 days after the initial date the check was mailed to the Eligible Class Member shall be void. With respect to the un-cashed funds, ProMaxima shall make a second distribution equally to all Eligible Class Members who cashed their first check if the amount of the un-cashed funds would result in a payment of \$20.00 or more to each of the located Eligible Class Members. If the total amount of un-cashed funds would result in a payment of less than \$20.00 to each located Eligible Laborer Class Member, ProMaxima shall use those un-cashed funds to provide training in equal employment opportunity to its personnel in addition to the training it is obligated to provide in the Revised Hiring Process for Laborers and Welders described in paragraph (a) above.

2. VIOLATION: OFCCP found that ProMaxima is not in compliance with 41 CFR 60-1.4(a)(1). OFCCP's analysis of ProMaxima's payroll records revealed that the company engaged in a practice that resulted in the disparate treatment of Hispanic employees. Specifically, ProMaxima placed only Hispanics in Laborer and Welder positions and paid these employees significantly lower wage rates indicating disparate treatment based on ethnicity in violation of 41 CFR 60-1.4(a)(1).

REMEDY: ProMaxima agrees to immediately cease using compensation practices and/or policies that negatively affected Hispanic employees and will provide make whole relief as indicated below:

- (a) Revision of Compensation Procedures, Implementation and Training: Within 60 calendar days of the effective date of this Agreement, ProMaxima will revise practices and/or policies that may have caused the compensation disparity, and within 90 calendar of the effective date of this Agreement, will fully train all individuals involved in implementation of compensation procedures.
- (b) Notification: Within 15 calendar days of the effective date of this Agreement, ProMaxima will notify each Wage Class Member on Attachment 1c of the terms of this Agreement via internal means for current employees (with their pay check) or by mailing first class, return receipt requested to each Class Member no longer employed, the Notice to Wage Class Members (Attachment 2c, "Notice-Wages"), the Wage Class Members Claim Form (Attachment 3c "Claim Form-Wages"), the Wage Class Members Release of Claims Under Executive Order 11246 (Attachment 4c, "Release-Wages") and a postage paid returned envelope. This information shall be sent to the last known address. ProMaxima will notify OFCCP bi-weekly of all letters returned as undeliverable. In addition, within 60 calendar f the effective date, ProMaxima will provide a list to OFCCP of the Wage Class Members who have not yet responded to the Notice and/or have not returned a fully executed Claim Form and Release. OFCCP will then initiate efforts to locate those Wage Class Members and send by first class mail within 10 days a second Notice, Claim Form, Release and a

postage paid return envelope to Wage Class Members that it locates. If a Wage Class Member has not returned the Claim Form and Release to ProMaxima within 120 calendar days of the effective date of this Agreement, the Wage Class Member will no longer be entitled to any relief pursuant to this Agreement.

Within 125 calendar days of the effective date of this Agreement, ProMaxima will provide OFCCP with a list of all Wage Class Members who have not returned the Claim Form and Release within 120 calendar days of the effective date, along with a copy of each executed Claim Form and Release it receives.

- (c) Salary Adjustment: Within 60 calendar days of the effective date of this Agreement, ProMaxima shall adjust the wages of the Wage Class Members on Attachment 1c who are still employed to \$^{(b) (4)} an hour or the current wage rate for the position, whichever is higher. ProMaxima agrees to follow all relevant regulations regarding wages and payment for hours worked.
- (d) Monetary Settlement: Within 10 calendar days of the effective date of this Agreement, ProMaxima shall deposit \$85,848.00 (back pay of \$76,902.00 and interest of \$8,946.00) into an interest-bearing account at the prevailing interest rate. ProMaxima will notify OFCCP within five calendar days of the inception of the account that this action has been taken and will identify to OFCCP a person who will be able to provide the current balance of the account and the amount of accrued interest. The back pay and interest amount (plus additional interest that accrues on the interest-bearing account), less legal deductions required by law on the portion representing back pay only (such as federal, state and/or local taxes and FICA), will be distributed to Class Members as indicated on Attachment 1c. Any additional interest that accrues will be added to the amount designated for each Class Member based on his/her pro rata share. ProMaxima will pay to the IRS the employer's share of social security withholdings, and shall mail to each Eligible Class Member an IRS W-2 Form representing that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be delivered either via internal means (with their pay check), with the settlement check or at the end of the year. No disbursements of the monetary settlement covered by this Agreement are to be made prior to 45 calendar days following the effective date of this Agreement. ProMaxima will disburse the monetary settlement to current and former employees who responded to the first Notice within 60 calendar days of the effective date of this Agreement. All disbursements shall be made within 135 days from the effective date of this Agreement.

Within five days of ProMaxima's receipt of a check to an Eligible Class Member returned as undeliverable, ProMaxima shall notify OFCCP of this fact via e-mail or facsimile. Any check that has not been cashed within 120 days after the initial date the check was mailed shall be void. Any funds that have not been disbursed to an Eligible Wage Class Member on Attachment 1c shall be equally distributed to Laborer and Welder Class Members on Attachments 1a and 1b as part of the hiring settlement in Remedy 1 above.

3. VIOLATION: ProMaxima failed to provide separate or single-user restrooms to assure privacy between the sexes, as required by 41 CFR 60-1.8.

REMEDY: ProMaxima will immediately provide acceptable separate or single user restrooms to assure privacy between the sexes in accordance with the requirements of 41 CFR 60-1.8.

4. VIOLATION: ProMaxima failed to preserve personnel and/or employment records as required by 41 CFR 60-1.12(a) and 41 CFR Part 60-3. Specifically, ProMaxima destroyed and/or failed to preserve and make available to OFCCP complete and accurate employment records including ^{(b) (7)}_(E) % of the employment applications for Welder positions and Laborer hires for the period July 15, 2008 through July 14, 2010.

REMEDY: ProMaxima will ensure that records are collected and maintained in accordance with the requirements of 41 CFR 60-1.12(a) and 41 CFR Part 60-3.

5. VIOLATION: ProMaxima failed to develop Affirmative Action Programs in accordance with the requirements of 41 CFR 60-2.1, 41 CFR 60-300.40 and 41 CFR 60-741.40.

REMEDY: On October 20, 2011, ProMaxima developed and submitted Affirmative Action Programs that met the requirements of 41 CFR 60-2.1, 41 CFR 60-300.40 and 41 CFR 60-741.40.

6. VIOLATION: ProMaxima failed to establish placement goals equal to availability for females and where necessary, for particular minority groups as required by 41 CFR 60-2.16(c) and (d).

REMEDY: On October 20, 2011, ProMaxima developed annual percentage placement goals that were equal to availability by job group for minorities and females and by ethnic group, as appropriate. Where there is underutilization of minorities and females or a substantial disparity in the utilization of a particular minority group or in the utilization of men and women of a particular minority group, ProMaxima will continue to establish separate goals as required by 41 CFR 60-2.16(c) and (d).

7. VIOLATION: ProMaxima failed to perform an in-depth analysis of its total employment process to determine whether and where impediments to equal employment opportunity exist in accordance with 41 CFR 60-2.17(b).

REMEDY: On October 20, 2011, ProMaxima performed an in-depth analysis of the total employment process to determine whether and where impediments to equal employment opportunity exist. In accordance with 41 CFR 60-2.17(b), the revised AAP addresses specific problem areas such as the absence of females and non-Hispanics throughout the workforce.

8. VIOLATION: ProMaxima failed to develop and execute action-oriented programs designed to correct identified problem areas and attain established goals and objectives as required by 41 CFR 60-2.17(c).

REMEDY: On October 20, 2011, ProMaxima developed and began to execute action-oriented programs designed to correct specific problem areas such as those identified in Violation 6 above, and to attain established goals and objectives in accordance with 41 CFR 60-2.17(c).

9. VIOLATION: ProMaxima failed to implement an applicant tracking system that would accurately disclose the impact the company's selection process had on employment opportunities of persons by identifiable race, gender or ethnic group as required by 41 CFR 60-3.4 and 41 CFR 60-3.15.

REMEDY: Effective immediately, ProMaxima will implement an adequate applicant tracking system that accurately captures the race, gender and ethnicity of applicants that will allow an analysis of the pool for a) nondiscrimination purposes to monitor for any disparate treatment or any unlawful adverse impact in the selection process; and b) affirmative action purposes to ensure that the process is yielding an appropriate pool of qualified females and minorities.

10. VIOLATION: ProMaxima failed to conduct adverse impact analyses in accordance with the requirements of 41 CFR 60-3.15A. Additionally, ProMaxima failed to maintain records or other information that would disclose whether adverse impact existed in the individual components of the selection process as required by 41 CFR 60-3.4C. This analysis is required by 41 CFR 60-2.17(b).

REMEDY: ProMaxima will conduct accurate adverse impact analyses on at least an annual basis for purposes of determining whether adverse impact exists against applicants based on race, gender, or ethnic group in hiring, promotion, termination, and other personnel activities in accordance with 41 CFR 60-3.15A, 41 CFR 60-3.4C, and 60-2.17(b). These analyses will be done by job for each group constituting at least 2% of the labor force in the relevant labor area or 2% of the applicable workforce. If adverse impact is identified in the total selection process, ProMaxima will evaluate each individual component of the selection process for adverse impact.

If adverse impact is found to exist in any of the individual components of the selection process, ProMaxima will validate the components in accordance with the Uniform Guidelines on Employee Selection Procedures or utilize selection procedures, which do not result in adverse impact.

11. VIOLATION: ProMaxima failed to list on an ongoing basis all employment openings, (except executive and top management positions, positions that will be filled from within, and positions lasting three days or less) with an appropriate employment service delivery system serving the location where openings occurred, as required by 41 CFR 60-300.5(a)2-6. Additionally, ProMaxima failed to undertake outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified special disabled veterans, veterans of the Vietnam era, recently separated veterans, and other protected veterans in accordance with 41 CFR 60-300.5(a)2-6 and 41 CFR 60-300.44(f).

REMEDY: ProMaxima will immediately list all employment openings with the appropriate local state employment service office, employment security agency or appropriate employment service delivery system where openings occur, as applicable and in accordance with 41 CFR 60-300.5(a)2-6 and 41 CFR 60-300.44(f). Further, ProMaxima will contact the local veterans' employment representative serving the location where openings occur.

Workforce Solutions
8373 Westheimer
Houston, TX 77063-2703
Veterans Services Representative:
(b) (7)(C)

12. VIOLATION: ProMaxima failed to invite applicants who are covered veterans or individuals with a disability to self-identify in accordance with 41 CFR 60-300.42 and 41 CFR 60-741.42.

REMEDY: Effective immediately, ProMaxima will invite applicants to self-identify as a special disabled veteran, recently separated veteran, or other protected veteran in accordance with 41 CFR 60-300.42 and 41 CFR 60-741.42. The invitation will be extended after making an offer of employment to the job applicant and before the applicant begins his or her job duties, unless regulatory exceptions apply.

PART III: REPORTING:

1. ProMaxima agrees to retain records pertinent to the violations cited in Part II above, and to the reports submitted in compliance with Paragraph 2, below. These records shall include data and information underlying the required reports, specifically, but not limited to all applications and personnel records. The records will be retained until the expiration of this Agreement or consistent with regulatory requirements, whichever is later.
2. ProMaxima agrees to furnish OFCCP with the following reports that shall be sent to:

Patricia H. Byrd
Houston District Director
U.S. Department of Labor/OFCCP
2320 LaBranch St., Suite 1103
Houston, Texas 77004

- A. Pursuant to Remedy 1(a) and Remedy 2, within 75 calendar days of the effective date of this Agreement ProMaxima will submit to OFCCP a copy of the written Revised Hiring Process for Laborers and Welders and the Revised Compensation Process.
- B. Pursuant to Remedy 2, within 75 calendar days of the effective date of this Agreement, ProMaxima will provide documentation (e.g. personnel action forms, letters to employees and/or pay slips) to demonstrate that Class Members on Attachment 1c received a salary adjustment in accordance with the terms of this Agreement. For the Class Members who did not receive a salary adjustment, ProMaxima will provide the basis along with all relevant documentation.
- C. Within the prescribed timeframes in Remedy 1(b) and 1(d) and Remedy 2(a) and 2(c), ProMaxima will provide documents and information to include, but are not necessarily limited to: the name of the person(s) who can provide information on the interest-bearing accounts; letters returned as undeliverable; a list of Class Members who have not responded to or returned a fully executed Claim Form and Release within the specified timeframe; and a list Class Members who have returned a signed Claim Form and Release within 120 calendar days of the effective date of the Agreement.
- D. Within 30 days (after the final payment has been made to Wage Class Members), ProMaxima will provide the balance of the settlement amount to be disbursed to Hiring Class Members.

E. In addition to the above reports, ProMaxima will submit three semi-annual progress reports. The first semi-annual progress report shall be due seven months from the effective date of this Agreement and shall cover the six-month period beginning with the effective date. The next reports shall cover the successive six-month periods, and shall be submitted 30 calendar days after the close of each six-month period.

1. Pursuant to Remedies 1 and 2, ProMaxima will submit the following:

- a. With the first progress report, documentation that all managers, supervisors and other personnel involved in hiring Laborers and Welders and in making compensation decisions have been trained. The documentation shall include the dates of the training, the names and job titles of all attendees, topics covered, length of the training, and the name and job title of each person who conducted the training. If newly hired or reassigned personnel become involved in the selection process as indicated in Remedy 1(a), please submit this information in the progress report following the official personnel action.
 - b. With the first progress report, documentation of monthly deposits into the interest bearing account.
 - c. In each progress report, monetary payments to all Eligible Class Members on Attachments 1a, 1b and 1c as specified. The documentation shall 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. ProMaxima agrees to provide OFCCP with copies of all canceled checks or documentation of bank transactions that verify payment.
 - d. In each progress report, documentation of Class Members on Attachments 1a and 1b who were hired into a Laborer or Welder position, as well as any non-minority hired within six months of the effective date, in accordance with this Agreement. The report shall include the name, date of hire, job title hired into, rate of pay, and a self-identification form for each non-minority hire. For the Class Members who were considered for employment but were not hired, ProMaxima will provide the reason for non-placement along with all relevant documentation (e.g., documentation that the Class Member declined a job offer).
2. ProMaxima will continue submitting the information in items B and C above in progress reports until OFCCP determines that the back pay and hires have been fully implemented. If complete documentation is provided in one progress report, it need not be resubmitted in a subsequent progress report.

Pursuant to Remedies 1, 4, 9 and 10, ProMaxima will submit the following in each progress report:

- a. The total number of applicants and hires for the Laborer job group and Welder positions during the reporting period, including all temporary, part time, seasonal workers who were referred to and/or assigned to work at ProMaxima by a staffing firm or employment agency;
- b. For the Laborer job group and Welder positions, the breakdown by applicable race, gender and ethnic group of applicants and hires, including all temporary, part-time, and seasonal workers who were referred to and/or assigned to work at ProMaxima by a staffing firm or employment agency;
- c. For the Laborer job group and Welder positions, the results of ProMaxima's analysis as to whether its total selection process has adverse impact, as defined in 41 CFR 60-3.4D, on those members of groups set forth in 41 CFR 60-3.4B and 60-2.17(b);
- d. For each case where the total selection process has an adverse impact, as defined in 41 CFR 60-3.4D, the results of ProMaxima's evaluation of the individual components of the selection process for adverse impact; and
- e. The actions taken by ProMaxima upon determining that any component of the selection process has an adverse impact on members of groups set forth in subparagraph 2, above.

With respect to the adverse impact analyses, for all progress reports except the first, ProMaxima shall combine the data for the current report with the data from the previous report(s) to analyze at least a 12-month period. OFCCP may analyze a period longer than 12 months to determine if adverse impact exists.

3. Pursuant to Remedies 3, 11 and 12, the following will be submitted in the first semi-annual progress report:
 - a. Pursuant to Remedy 3, verification (including pictures), that ProMaxima has provided its employees with clean, separate or single-user restrooms assuring privacy between the sexes.
 - b. Pursuant to Remedy 11, a list of actions and supporting documents that show the results of ProMaxima's efforts to recruit covered veterans. This information will include the identity of the recruitment sources contacted, the contact person(s), dates of contacts, telephone numbers and the results of the recruitment efforts including the number of individuals referred and/or hired.

- c. Pursuant to Remedy 12, a copy of ProMaxima's revised self-identification form that complies with VEVRAA and 503 regulations; and the total number of applicants to whom an offer of employment was extended who self-identified as an individual with a disability, special disabled, recently separated, or other protected veteran.

All dates and deadlines in this Agreement may be modified or extended by written agreement.

ProMaxima agrees not to repeat the above violations.

This Conciliation Agreement shall remain in effect until the review and acceptance by OFCCP of ProMaxima's final progress report.

PART IV: SIGNATURES:

This Conciliation Agreement is hereby executed by and between the OFCCP and ProMaxima

EX 7C [Redacted]

ROBERT LEPPKE
CEO
ProMaxima Manufacturing, Ltd.

Date: 3-26-14

(b) (7)(C) [Redacted]

Compliance Officer
Houston District Office

Date: 3/25/14

EX 7C [Redacted]

KAREN N. HYMAN
Assistant District Director
Houston District Office

Date: 3/25/14

EX 7C [Redacted]

PATRICIA H. BYRD
District Director
Houston District Office

Date: 3/25/14

EX 7C [Redacted]

MELISSA L. SPEER
Regional Director
Southwest and Rocky Mountain Region
OFCCP

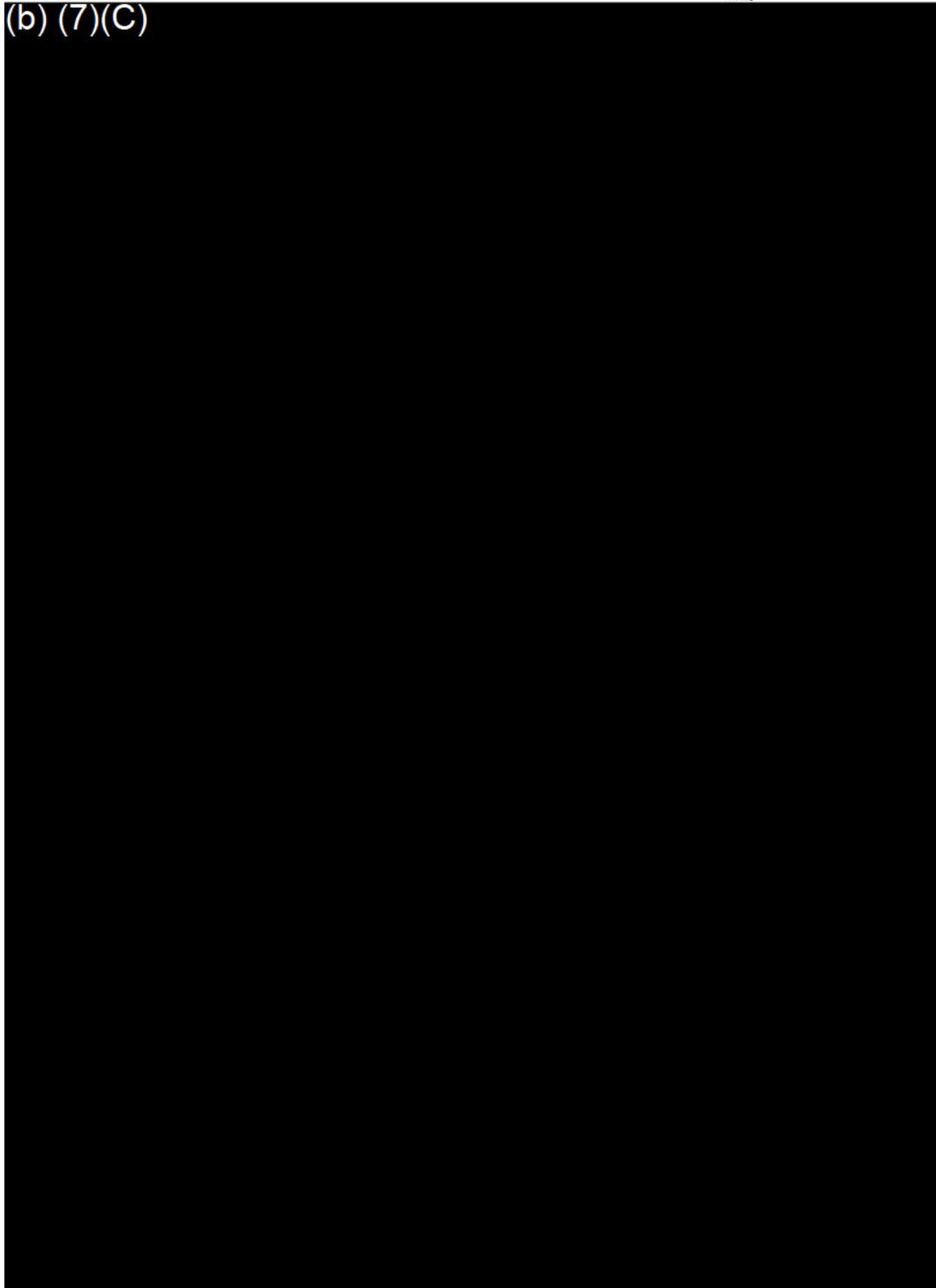
Date: 3/25/2014

- Attachments 1a, 1b, and 1c: List of Laborer, Welder, and Wage Class Members
- Attachments 2a, 2b, and 2c: Notice to Laborer, Welder, and Wage Class Members
- Attachments 3a, 3b and 3c: Claim Form to Laborer, Welder and Wage Class Members
- Attachments 4a and 4b: Release of Claims Under EO 11246 to Hiring and Wage Class Members

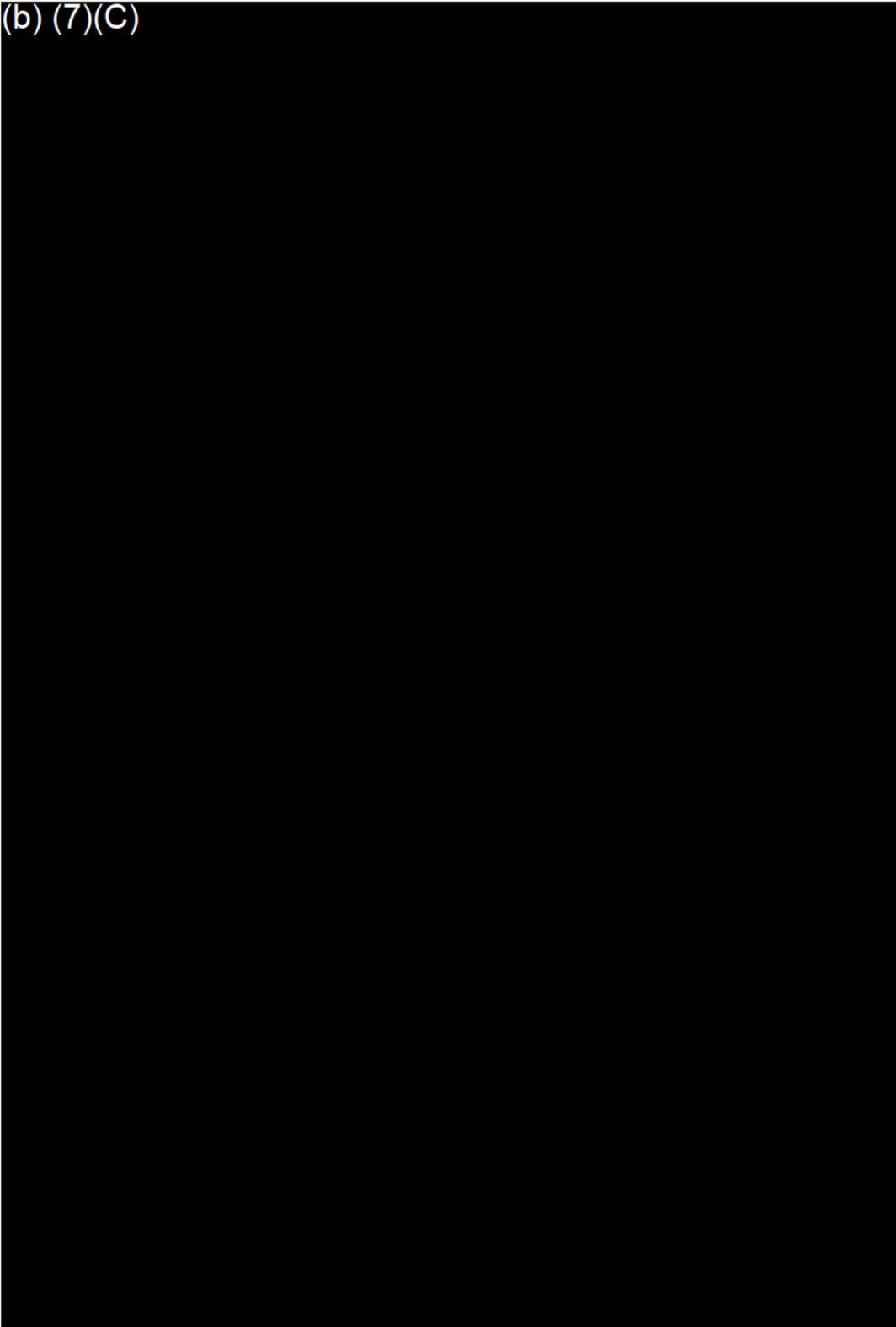
ATTACHMENT 1a

LIST OF LABORER CLASS MEMBERS

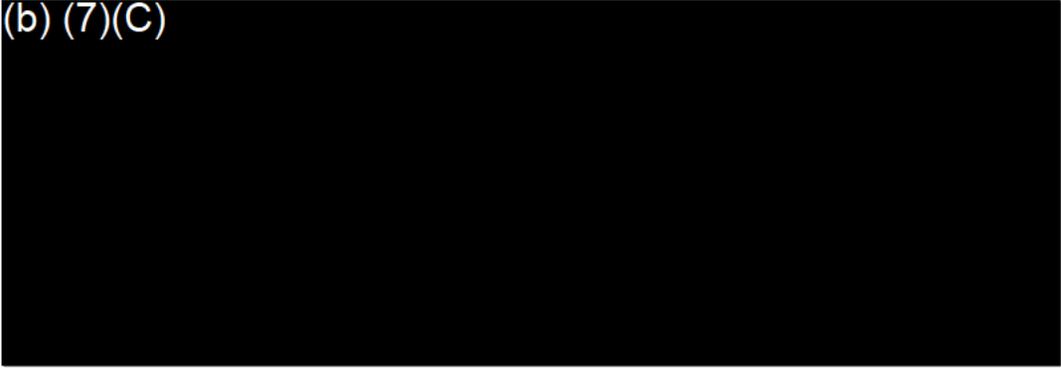
(b) (7)(C)



(b) (7)(C)



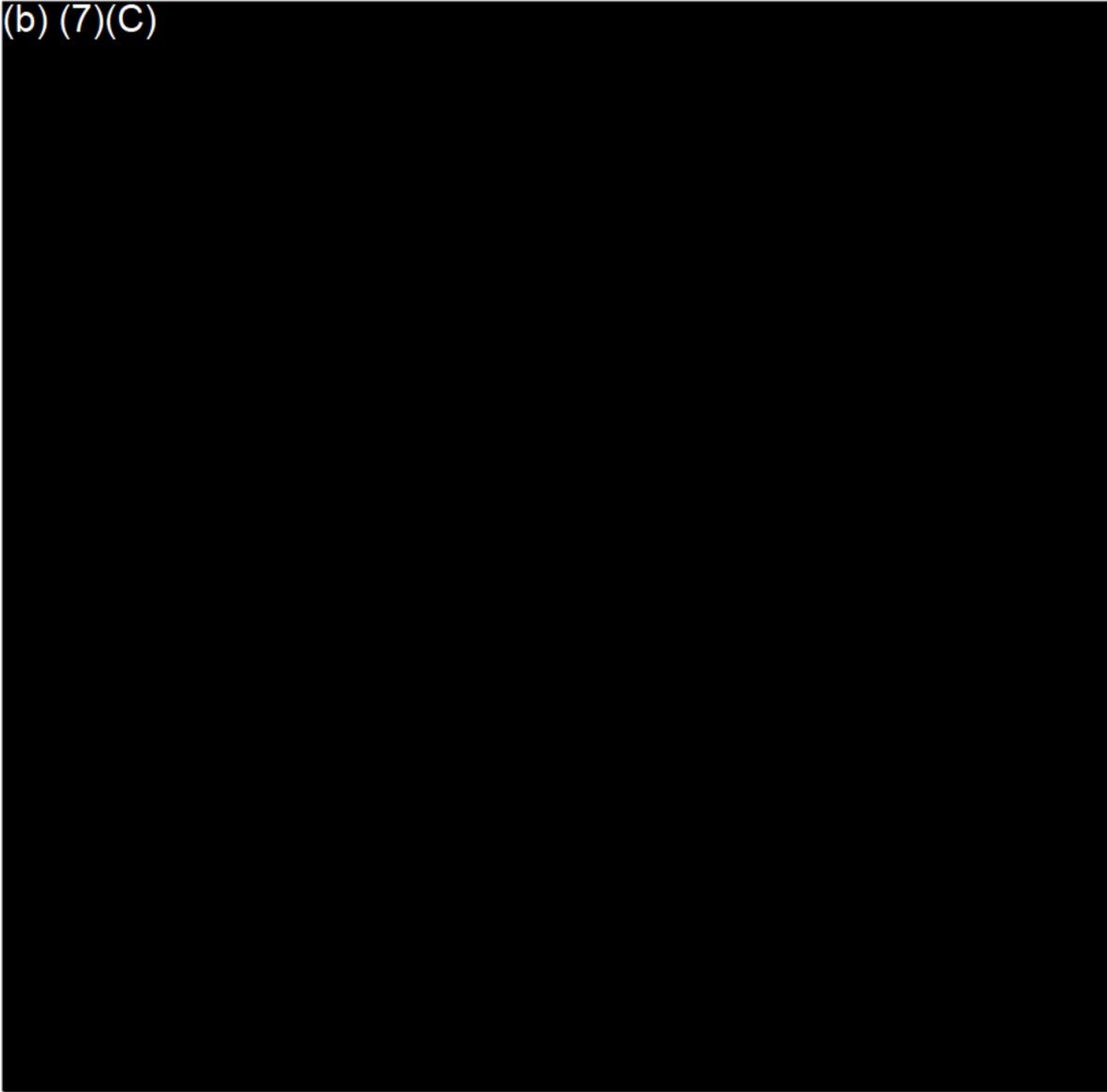
(b) (7)(C)



ATTACHMENT 1b

LIST OF WELDER CLASS MEMBERS

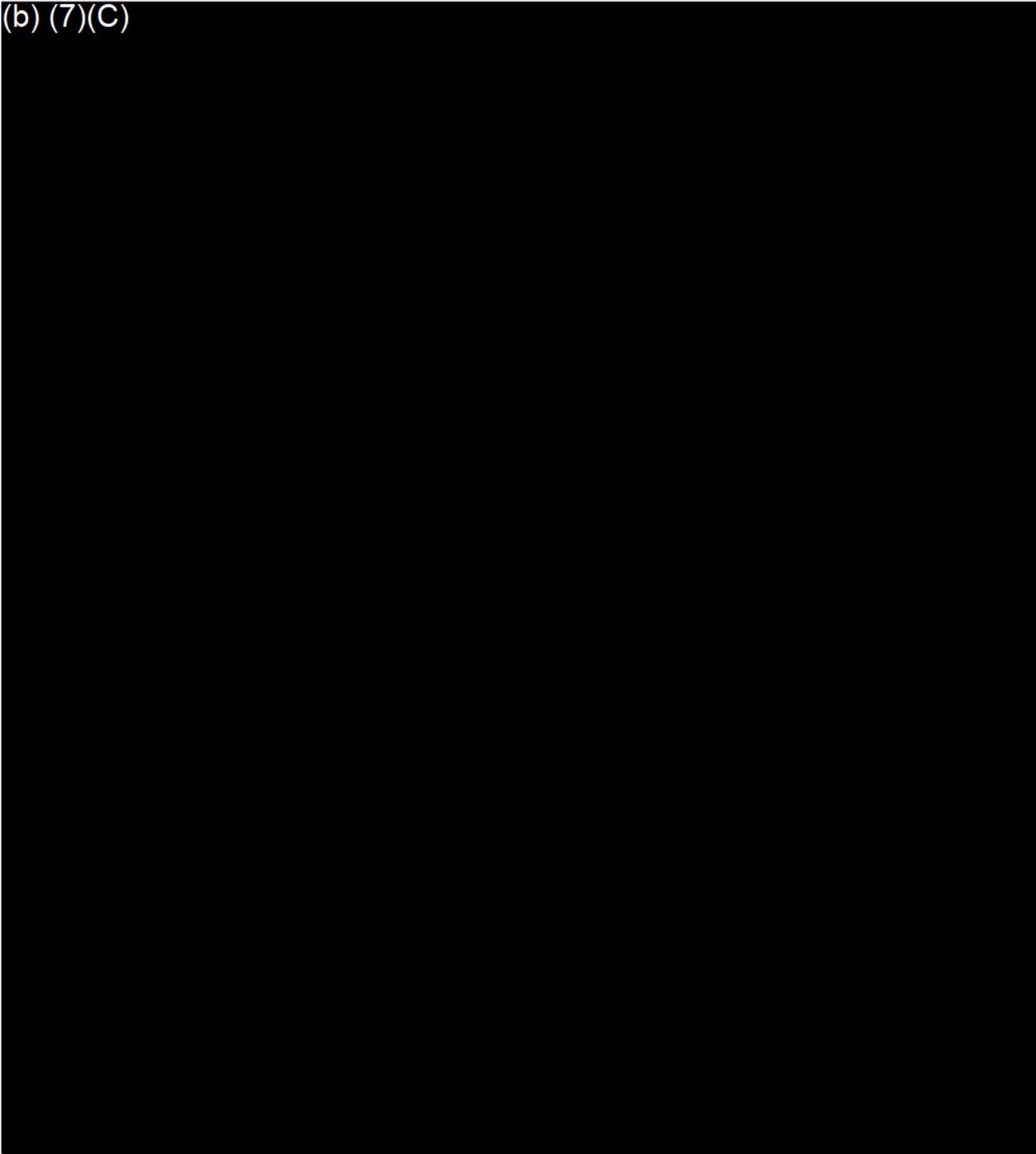
(b) (7)(C)



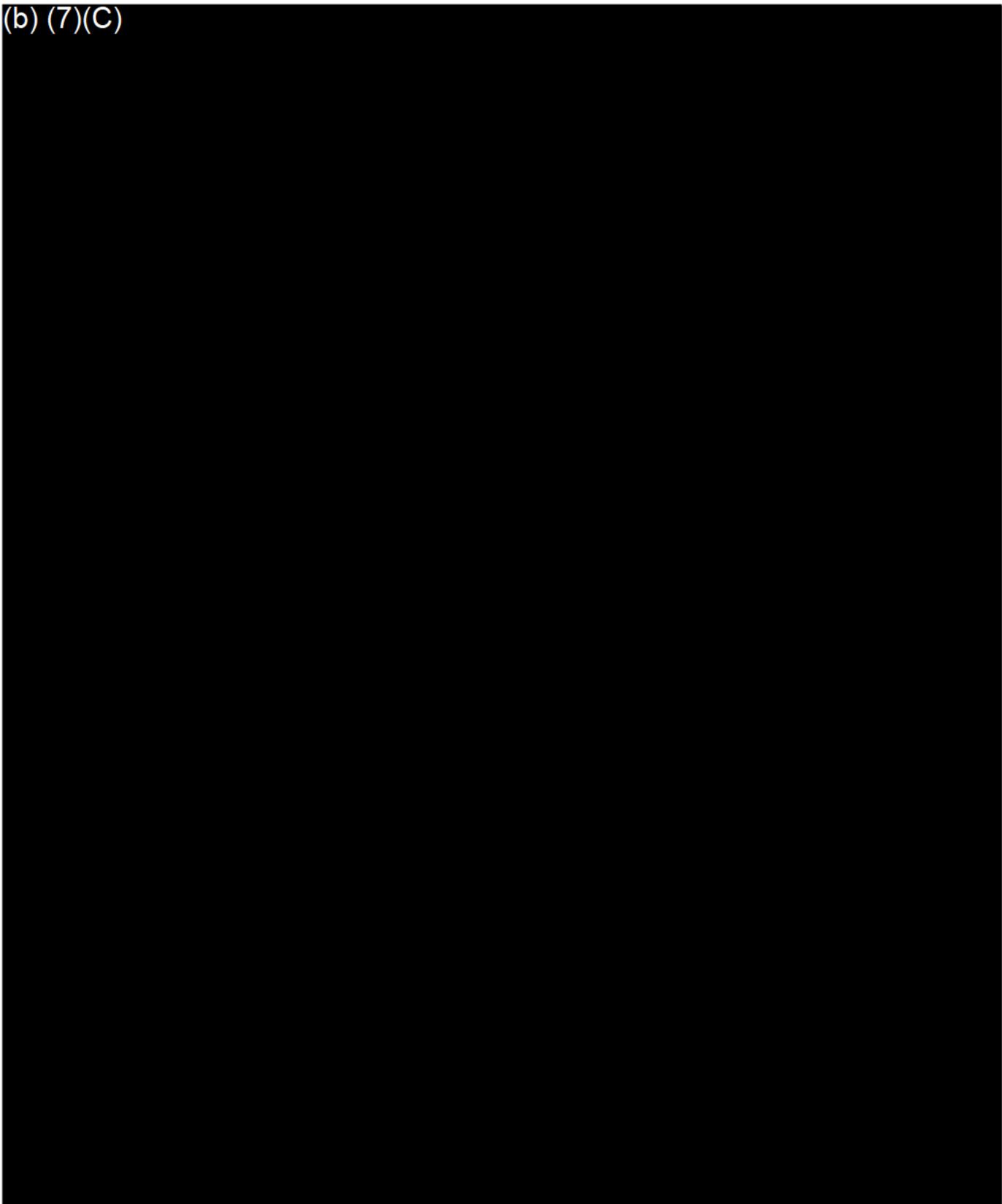
ATTACHMENT 1c

LIST OF WAGE CLASS MEMBERS

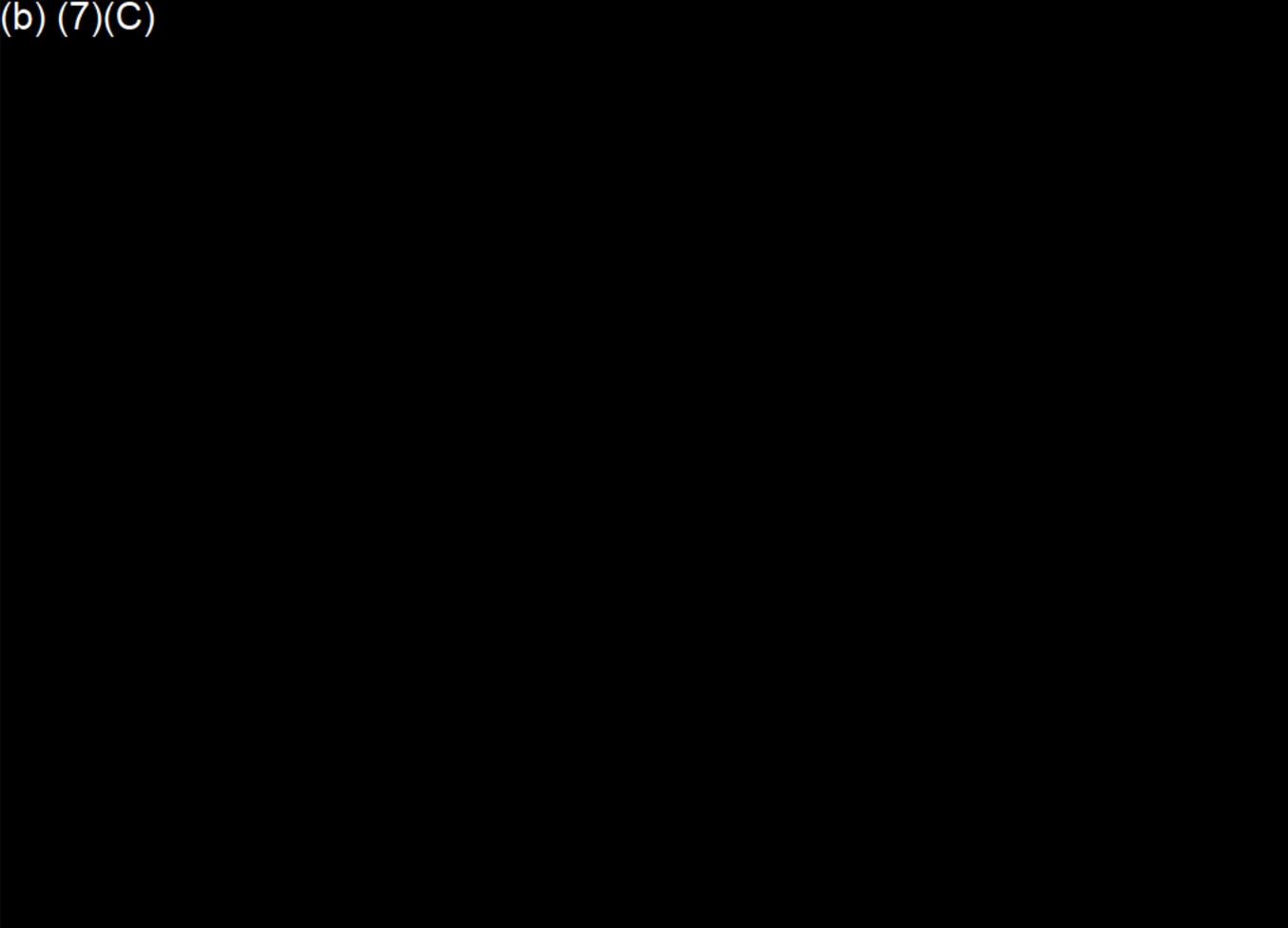
(b) (7)(C)



(b) (7)(C)



(b) (7)(C)



ATTACHMENT 2a

NOTICE TO LABORER CLASS MEMBERS

Dear [Ms./Mr.] [Name]

We are writing to provide information about a legal settlement between the U.S. Department of Labor and ProMaxima Manufacturing, Ltd. ("ProMaxima") that may benefit you. This settlement involves claims of discrimination in hiring. The company failed to maintain documentation of those who applied. If you take the steps described in this letter by the deadline below, and meet all the requirements explained in the letter and the attached documents, you may be eligible for a payment of back wages. You may also be eligible for a job with ProMaxima. Please read this letter and all the attachments carefully, and follow all of the instructions to make sure you receive all the benefits explained in these documents.

The U.S. Department of Labor Office of Federal Contract Compliance Programs (OFCCP) conducted an audit of ProMaxima's hiring practices between July 14, 2008 and July 14, 2011. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP determined that ProMaxima's hiring showed a disparity against non-Hispanics and females. Ultimately, OFCCP issued a Notice of Violation against ProMaxima on these claims. Although ProMaxima disagreed with OFCCP, both sides have entered into a Conciliation Agreement to resolve the issue. (A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a violation).

First, you may be eligible to receive a payment of at least \$203.91 (before taxes). This payment represents your share of back wages and other payments ProMaxima is making to settle the alleged claim. The final amount you receive will be reduced by deductions for items such as income tax withholding and Social Security contributions. Please note that it may take up to six months from the date of this letter before you receive your payment. To receive this payment you will have to release any legal claims that are covered by the settlement, by signing and returning the enclosed release.

To be eligible to receive this money, you must complete, sign, and return both the following enclosed documents: (1) Claim Form and (2) Release of Claims within 120 days from the date at the top of this letter. Please return these forms to:

(b) (7)(C)

ProMaxima Manufacturing, Ltd.
5310 Ashbrook Dr.
Houston, TX 77081

The documents must be received by [insert actual date].

Second, ProMaxima will be making job offers to some of the people who are receiving this notification and who express interest on the enclosed form. It is not certain that you will receive a job offer. If you are interested in applying for a Laborer job please indicate your interest on the enclosed Claim Form. The form must be returned no later than **(Insert Date)** for you to be considered for a position. Please be aware that people wanting to be considered for job offers will be notified and considered for jobs in the order they respond and return their documents to ProMaxima.

If you fail to return both of the enclosed of the required documents by the deadline [or if your documents do not verify your eligibility] you will not be eligible to receive any money or consideration for job opportunities or any other relief provided by the settlement.

If you have any questions, you may contact our office at 713-667-^{(b) (7)}_(C). OFCCP is also available to answer questions about this settlement and this letter. You may also contact OFCCP Compliance Officer ^{(b) (7)}_(C) at 713-718-3800, extension ^{(b) (7)}_(C).

Sincerely,

^{(b) (7)}_(C)

cc: OFCCP Personnel
ProMaxima Contact

Enclosures:

Claim Form -- Laborer Class Members
Release of Claims Under Executive Order 11246
Plain Language Guide to Release of Claims Under Executive Order 11246

ATTACHMENT 2b

NOTICE TO WELDER CLASS MEMBERS

Dear [Ms./Mr.] [Name]

We are writing to provide information about a legal settlement between the U.S. Department of Labor and ProMaxima Manufacturing, Ltd. ("ProMaxima") that may benefit you. This settlement involves claims of discrimination in hiring. The company failed to maintain documentation of those who applied. If you take the steps described in this letter by the deadline below, and meet all the requirements explained in the letter and the attached documents, you may be eligible for a payment of back wages. You may also be eligible for a job with ProMaxima. Please read this letter and all the attachments carefully, and follow all of the instructions to make sure you receive all the benefits explained in these documents.

The U.S. Department of Labor Office of Federal Contract Compliance Programs (OFCCP) conducted an audit of ProMaxima's hiring practices between July 14, 2008 and July 14, 2011. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP determined that ProMaxima's hiring showed a disparity against non-Hispanics. Ultimately, OFCCP issued a Notice of Violation against ProMaxima on these claims. Although ProMaxima disagreed with OFCCP, both sides have entered into a Conciliation Agreement to resolve the issue. (A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a violation).

First, you may be eligible to receive a payment of at least \$203.91 (before taxes). This payment represents your share of back wages and other payments ProMaxima is making to settle the alleged claim. The final amount you receive will be reduced by deductions for items such as income tax withholding and Social Security contributions. Please note that it may take up to six months from the date of this letter before you receive your payment. To receive this payment you will have to release any legal claims that are covered by the settlement, by signing and returning the enclosed release.

To be eligible to receive this money, you must complete, sign, and return both the following enclosed documents: (1) Claim Form and (2) Release of Claims within 120 days from the date at the top of this letter. Please return these forms to:

(b) (7)(C)

ProMaxima Manufacturing, Ltd.
5310 Ashbrook Dr.
Houston, TX 77081

The documents must be received by [insert actual date].

Second, ProMaxima will be making job offers to some of the people who are receiving this notification and who express interest on the enclosed form. It is not certain that you will receive a job offer. If you are interested in applying for a Welder job please indicate your interest on the enclosed Claim Form. The form must be returned no later than **(Insert Date)** for you to be considered for a position. Please be aware that people wanting to be considered for job offers will be notified and considered for jobs in the order they respond and return their documents to ProMaxima.

If you fail to return both of the enclosed of the required documents by the deadline [or if your documents do not verify your eligibility] you will not be eligible to receive any money or consideration for job opportunities or any other relief provided by the settlement.

If you have any questions, you may contact our office at 713-667-^{(b) (7)}_(C). OFCCP is also available to answer questions about this settlement and this letter. You may also contact OFCCP Compliance Officer ^{(b) (7)}_(C) at 713-718-3800, extension ^{(b) (7)}_(C).

Sincerely,

^{(b) (7)}_(C)

cc: OFCCP Personnel
ProMaxima Contact

Enclosures:

Claim Form -- Welder Class Members
Release of Claims Under Executive Order 11246
Plain Language Guide to Release of Claims Under Executive Order 11246

ATTACHMENT 2c

NOTICE TO WAGE CLASS MEMBERS

Dear [Ms./Mr.] [Name]

We are writing to provide information about a legal settlement between the U.S. Department of Labor and ProMaxima Manufacturing, Ltd. ("ProMaxima") that may benefit you. This settlement involves claims of alleged disparities in compensation for Laborer and Welder employees. Our records show that you are one of the people who worked as a Laborer or Welder at ProMaxima during the time covered by the settlement. If you take the steps described in this letter by the deadline below, and meet all requirements explained in the letter and the attached documents, you may be eligible for a payment of back wages. Please read this letter and all the attachments carefully and follow the instructions to make sure you receive all the benefits explained in these documents.

Our records show that you worked in a Laborer or Welder position at ProMaxima located at 5310 Ashbrook Dr., Houston, TX 77081 between July 14, 2008 and July 14, 2011. The U.S. Department of Labor Office of Federal Contract Compliance Programs (OFCCP) conducted an audit of ProMaxima's compensation practices during this time. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP determined that ProMaxima's compensation showed a disparity against Hispanics. Ultimately, OFCCP issued a Notice of Violation against ProMaxima on these claims. Although ProMaxima disagreed with OFCCP, both sides have entered into a Conciliation Agreement to resolve the issue. (A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a violation).

You are eligible to receive a payment of \$ _____ [Insert Exact Amount from Attachment 1c for each Wage Class Member], which includes an interest payment of _____ (before taxes). This payment represents your share of back wages and other payments ProMaxima is making to settle the alleged claims. The final amount you receive will be reduced by deductions for items such as income tax withholding and Social Security contributions. Please note that it may take up to six months from the date of this letter before you receive your payment. To receive this payment you will have to release any legal claims that are covered by the settlement by signing and returning the enclosed release.

To be eligible to receive this money, you must complete, sign, and return both the following enclosed documents: (1) Claim Form and (2) Release of Claims within 120 days from the date at the top of this letter to:

(b) (7)(C)

ProMaxima Manufacturing, Ltd.
5310 Ashbrook Dr.
Houston, TX 77081

The documents must be received by **(Insert Date)**.

If you fail to return both of the enclosed required documents by the deadline [or if your documents do not verify your eligibility], you will not be eligible to receive any money or any other relief provided by the settlement.

If you have any questions, you may contact our office at 713-667-^{(b) (7)(C)} OFCCP is also available to answer questions about this settlement and this letter. You may also contact OFCCP Compliance Officer ^{(b) (7)(C)} at 713-718-3800, extension ^{(b) (7)(C)}.

Sincerely,

^{(b) (7)(C)}

cc: OFCCP Personnel
ProMaxima Contact

Enclosures

Claim Form - Wage Class Members
Release of Claims Under Executive Order 11246
Plain Language Guide to Release of Claims Under Executive Order 11246

ATTACHMENT 3a

CLAIM FORM - LABORER CLASS MEMBERS

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

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

You must complete and return this form on time in order to be eligible for any benefits including money payments and/or job opportunities under the terms of the settlement between ProMaxima Manufacturing, Ltd. and the U.S. Department of Labor Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Step 1: Confirm important information we need to process your payment

Name: _____
Home Phone: _____
Cell Phone: _____
Email Address: _____

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

Contact ^{(b) (7)(C)} at the address below if your address changes within the next three months.

Your Social Security Number is required in order to process your payment for tax purposes:

____-____-____

(1) What is your race? Please check one of the boxes below:
Caucasian African American Hispanic Asian Native American

(2) What is your gender? Please check one of these two boxes:
Male Female

Step 2: Tell us if you are interested in a job:

- Yes, I am still interested in a job with ProMaxima as an entry-level Laborer at ProMaxima Manufacturing, Ltd., 5310 Ashbrook Dr., Houston, Texas 77081.
- No, I am not currently interested in a job with ProMaxima as an entry-level Laborer at ProMaxima Manufacturing, Ltd., 5310 Ashbrook Dr., Houston, Texas 77081.
- I am currently employed by ProMaxima.

(You do not have to express interest in a job in order to be eligible to receive money under this settlement).

Step 3: Sign and return, along with Release Form

I certify the above as true and correct.

Signature

Date

- Release Form is included with this Claim Form (required).

Instructions for returning this Claim Form and the Release Form

All documents must be returned to (b) (7)(C) by (Insert Date). This means they must be received by (b) (7)(C) by (Insert Date) by first class mail to:

(b) (7)(C)

ProMaxima Manufacturing, Ltd.
5310 Ashbrook Dr.
Houston, TX 77081

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

ATTACHMENT 3b
CLAIMS FORM - WELDER CLASS MEMBERS

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

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

You must complete and return this form on time in order to be eligible for any benefits including money payments and/or job opportunities under the terms of the settlement between ProMaxima Manufacturing, Ltd. and the U.S. Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Step 1: Confirm important information we need to process your payment

Name: _____
Home Phone: _____
Cell Phone: _____
Email Address: _____

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

Contact **(b) (7)(C)** at the address below if your address changes within the next three months.

Your Social Security Number is required in order to process your payment for tax purposes:

____-____-____

- (1) What is your race? Please check one of the boxes below:
Caucasian African American Hispanic Asian Native American
- (2) What is your gender? Please check one of these two boxes:
Male Female

Step 2: Tell us if you are interested in a job:

- Yes, I am still interested in a job with ProMaxima as an entry-level Welder at ProMaxima Manufacturing, Ltd., 5310 Ashbrook Dr., Houston, Texas 77081.
- No, I am not currently interested in a job with ProMaxima as an entry-level Welder at ProMaxima Manufacturing, Ltd., 5310 Ashbrook Dr., Houston, Texas 77081.
- I am currently employed by ProMaxima.

(You do not have to express interest in a job in order to be eligible to receive money under this settlement).

Step 3: Sign and return, along with Release Form

I certify the above as true and correct.

Signature

Date

- Release Form is included with this Claim Form (required).

Instructions for returning this Claim Form and the Release Form

All documents must be returned to (b) (7)(C) by [(Insert Date)]. This means they must be received by (b) (7)(C) by (Insert Date) by first class mail to:

(b) (7)(C)

ProMaxima Manufacturing, Ltd.
5310 Ashbrook Dr.
Houston, TX 77081

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

ATTACHMENT 3c
CLAIM FORM - WAGE CLASS MEMBER

This Claim 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.

You must complete and return this form on time in order to be eligible for any benefits including money payments under the terms of the settlement between ProMaxima Manufacturing, Ltd. and the U.S. Department of Labor Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Confirm important information we need to process your payment

Name: _____
Home Phone: _____
Cell Phone: _____
Email Address: _____

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

Contact **(b) (7)(C)** at the address below if your address changes within the next three months.

Your Social Security Number is required in order to process your payment for tax purposes:

____-____-____

(1) What is your race? Please check one of the boxes below:

Caucasian African American Hispanic Asian Native American

(2) What is your gender? Please check one of these two boxes:

Male Female

Sign and return, along with Release Form

I certify the above as true and correct.

Signature

Date

- Release Form is included with this Claim Form (required).

Instructions for returning this Claim Form and the Release Form

All documents must be returned to (b) (7)(C) by [Insert Date]. This means they must be received by (b) (7)(C) by that date by first class mail to:

(b) (7)(C)

ProMaxima Manufacturing, Ltd.
5310 Ashbrook Dr.
Houston, TX 77081

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

ATTACHMENT 4a -- LABORER CLASS MEMBERS
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 ProMaxima Manufacturing, Ltd. ("ProMaxima") paying you money, you agree that you will not file any lawsuit against ProMaxima for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for Laborer positions. It also says that ProMaxima 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 \$203.91 (less deductions required by law) by ProMaxima to me, which I agree is acceptable, I _____ agree to the following: print name

I.

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

II.

I understand that ProMaxima denies that it treated me unlawfully or unfairly in any way and that ProMaxima 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 July 15, 2010. I further agree that the payment of the aforesaid sum by ProMaxima to me is not to be construed as an admission of any liability by ProMaxima.

III.

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

I understand that if I do not sign this Release and return it to b) (7)(C) [ON OR BEFORE (Insert Date) WITHIN 120 DAYS], I will not be entitled to receive any payment (less deductions required by law) from ProMaxima.

IN WITNESS WHEREOF, I have signed this document on this _____ day of _____, 2014.

Signature

ATTACHMENT 4b – WELDER CLASS MEMBERS
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 ProMaxima Manufacturing, Ltd. ("ProMaxima") paying you money, you agree that you will not file any lawsuit against ProMaxima for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for Welder positions. It also says that ProMaxima 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 \$203.91 (less deductions required by law) by ProMaxima to me, which I agree is acceptable, I _____ agree to the following: print name

I.

I hereby waive, release and forever discharge ProMaxima, 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 Welder on the basis of my race at any time through the effective date of this Release.

II.

I understand that ProMaxima denies that it treated me unlawfully or unfairly in any way and that ProMaxima 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 July 15, 2010. I further agree that the payment of the aforesaid sum by ProMaxima to me is not to be construed as an admission of any liability by ProMaxima.

III.

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

I understand that if I do not sign this Release and return it to b) (7)(C) [ON OR BEFORE (Insert Date) WITHIN 120 DAYS], I will not be entitled to receive any payment (less deductions required by law) from ProMaxima.

IN WITNESS WHEREOF, I have signed this document on this _____ day of _____, 2014.

Signature

ATTACHMENT 4c – WAGE CLASS MEMBERS
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 ProMaxima Manufacturing, Ltd ("ProMaxima") paying you money, you agree that you will not file any lawsuit against ProMaxima for allegedly violating Executive Order 11246 in connection with compensation disparities for Hispanic Laborers and Welders. It also says that ProMaxima 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 \$ _____ [Insert Exact Amount from Attachment 1c] (less deductions required by law) by ProMaxima to me, which I agree is acceptable, I _____ agree to the following:

_____ print name

I.

I hereby waive, release and forever discharge ProMaxima, 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 wages on the basis of my race/ethnicity at any time through the effective date of this Release.

II.

I understand that ProMaxima denies that it treated me unlawfully or unfairly in any way and that ProMaxima 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 practices and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on July 15, 2010. I further agree that the payment of the aforesaid sum by ProMaxima to me is not to be construed as an admission of any liability by ProMaxima.

III.

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

I understand that if I do not sign this Release and return it to (b) (7)(C) [ON OR BEFORE (Insert Date) WITHIN 120 DAYS], I will not be entitled to receive any payment (less deductions required by law) from ProMaxima.

IN WITNESS WHEREOF, I have signed this document on this _____ day of _____, 2014.

Signature