

Conciliation Agreement

Between

The U.S. Department of Labor Office of Federal Contract Compliance Programs

And

SKF USA Inc. dba SKF Seals Business Unit

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated the SKF USA Inc. dba SKF Seals Business Unit facility located at 2464 South 6755 West Suite B, West Valley City, Utah 84128 (“SKF West Valley City”). OFCCP shared its findings with SKF West Valley City in a Predetermination Notice dated July 5, 2018 and a Notice of Violations (“NOV”) issued on May 5, 2020 that alleges that SKF West Valley City failed to comply with Executive Order 11246, as amended (“E.O. 11246” or “the Executive Order”), and its implementing regulations at 41 Code of Federal Regulations (CFR) Chapter 60.

In the interest of resolving these violations without engaging in further investigation and in exchange for sufficient and valuable consideration described in this document, OFCCP and SKF West Valley City (“the parties”) enter into this Conciliation Agreement (“Conciliation Agreement” or “Agreement”), incorporating its attachments by reference, and the parties agree to all the terms herein.

II. General Terms and Conditions

1. In exchange for SKF West Valley City’s fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §793 (Section 503), the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if SKF West Valley City violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review SKF West Valley City’s compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. SKF West Valley City 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 SKF West Valley City of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. SKF West Valley City and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, and/or VEVRAA.
5. SKF West Valley City 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 to OFCCP, or who participates in any manner in any proceeding in this matter.
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. 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. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
8. This Agreement becomes effective on the day it is signed by the Southwest and Rocky Mountain Regional Director (Effective Date).
9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) days after SKF West Valley City submits its final progress report required in Section VII, below, unless OFCCP notifies SKF West Valley City in writing before the expiration date that SKF West Valley City 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 SKF West Valley City has met all of its obligations under the Agreement.
11. If SKF West Valley City violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send SKF West Valley City a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. SKF West Valley City shall have fifteen (15) days from receipt of the notice to respond, 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 SKF West Valley City 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.
 - iv. In the event of a breach of this Agreement by SKF, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms agreed to in the Agreement.
 - b. SKF 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 violating this Agreement.
12. This Agreement does not constitute an admission by SKF West Valley City of any violation of or noncompliance with the Executive Order, Section 503, or VEVRAA and their implementing regulations at 41 CFR Chapter 60, nor has there been an adjudication on the merits regarding any violation. SKF West Valley City denies any violation of the Executive Order 11246, Section 503 or VEVRAA and the implementing regulations.
13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
14. 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.
15. Each party shall bear its own fees and expenses with respect to this matter.
16. 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.
17. All references to “days” in this Agreement, and in the Timeline included as Attachment B, are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

III. Discrimination Violation:

1. **VIOLATION:** OFCCP determined that, as of at least July 1, 2014, SKF West Valley City discriminated against female employees based on sex in the Channel Operator job title by paying them less than comparable males employed in similar jobs, in violation of E.O. 11246 § 202 and 41 C.F.R. § 60- 1.4(a)(1). Based on the evidence gathered during the compliance review, OFCCP conducted statistical analyses of SKF West Valley City’s compensation system controlling for legitimate explanatory factors and found statistically-significant pay disparities by gender.

OFCCP's analysis shows a statistically significant pay disparity adverse to 50 female employees in the Channel Operator job title. SKF West Valley City denies this finding.

REMEDY: SKF West Valley City agrees to take steps to ensure that its compensation system is nondiscriminatory, regardless of sex. This applies to all aspects of compensation, including but not limited to, hourly pay at the time of placement into roles, annual compensation adjustments, and incentive compensation to females in the Channel Operator job title.

SKF West Valley City agrees to the following:

- 1) SKF West Valley City will cease discriminatory compensation practices resulting in lower pay and adverse impact against females in the Channel Operator job title;
- 2) SKF West Valley City will provide make whole remedies to the class of females to include back pay, interest, salary adjustments, and other employment benefits as set forth in sections IV and V below; and
- 3) SKF West Valley City will provide training to employees involved in setting and increasing compensation to ensure that the violation does not recur.

IV. Financial Remedy

1. **Settlement Fund.** SKF West Valley City agrees to pay \$195,000 (\$180,851.00 in back pay and \$14,149.00 in interest) ("Settlement Fund") to 50 female Channel Operator employees to remedy statistically-significant gender-based pay disparities.
2. The Settlement Fund is a negotiated amount that represents estimated back pay and accrued interest. SKF West Valley City's share of taxes on the portion representing back pay (such as federal, state and/or local taxes and Federal Income Contributions Act (FICA)) is not part of the Settlement Fund.
3. **Allocation**
 - a. **Total Amount to be Allocated.** The back pay and interest amounts of the Settlement Fund will be distributed among the eligible class members as explained in this Section. Individual distributions will include appropriate deductions for each individual's share of payroll deductions required by law on the portion representing back pay only, such as federal (FICA/Federal Unemployment Tax Act (FUTA)), or state or local taxes.
 - b. **Affected Employees Eligible to Receive Payments.** The Settlement Fund will be distributed to all Affected Class Members (identified in Attachment A) who timely respond to the Notice Process as explained below, and whose eligibility is verified (hereinafter, "Eligible Class Members"). These individuals will be listed on the Final List of Eligible Class Members ("Final List").

- c. **Payments to Eligible Class Members.** OFCCP will provide SKF West Valley City the payment amount for each Eligible Class Member on the Final List by the date set forth on the Timeline. SKF West Valley City will issue checks or make electronic payments (for current employees) to each Eligible Class Member in the stated amount by the date set forth on the Timeline. OFCCP will receive timely documentation of all payments made, any payments returned undelivered, or any checks not cashed, as set forth on the Timeline. Any check that remains uncashed 180 days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds, SKF West Valley City will make a second distribution to all Eligible Class Members who cashed their first check. If the total amount of uncashed funds would result in a payment of less than \$40.00 to each Eligible Class Member, SKF shall use those uncashed funds to provide training in equal employment opportunity to its personnel in addition to training it is obligated to provide described in Section V(3) (“Training”) below.
- d. **Tax Payments, Forms and Reporting.** SKF West Valley City will pay its share of social security withholdings, and any other tax payments required by law from additional funds separate from the Settlement Fund. SKF West Valley City shall mail to each Eligible Class Member that received the payment an IRS Form W-2 for that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be provided to the Eligible Class Members either at the time of payment, electronically or with the settlement checks, or at the end of the year. No Eligible Class Member will be required to complete a W-4 or W-9 in order to receive payments under this settlement.

4. Notice Process

- a. **Notice Documents.** Within thirty (30) days of the Effective Date of this Agreement, SKF West Valley City will provide by first-class mail to each Affected Class Member identified in Attachment A, with a postage-paid return envelope: a Notice to Affected Class Members, Information Verification Form (“Verification Form”), and a Release of Claims Under Executive Order 11246 (“Release”) (collectively, “Notice Documents”), attached to and incorporated by reference into this Agreement as Exhibits C-1 through C-3. The mailing may also include other materials such as standard OFCCP or U.S. Department of Labor materials, instructions or a cover sheet, job applications, or other information that better enables Affected Class Members to understand their rights and obligations related to this settlement and to act on them in a timely manner.
- b. **Timeline.** Attachment B sets forth the agreed Timeline for the Notice process and for the parties’ other obligations under this Agreement. The parties will meet and confer on any reasonable modifications to the Timeline proposed by either party.
- c. **Undeliverable Mailings and Second Notice Mailing.** If envelopes from the initial mailing are returned with forwarding addresses, SKF West Valley City will

re-mail the Notice Documents within fourteen (14) days of receipt of the forwarding address. OFCCP will provide SKF West Valley City with updated information for the second mailing, if necessary, in accordance with the Timeline. A second mail notice will be sent to Affected Class Members with valid addresses who failed to respond to the first mail notice unless the parties agree otherwise.

- d. **Notice Deadline.** Within 150 days of the Effective Date of this Agreement, Affected Class Members must respond to the Notice Documents by fully completing and returning the Information Verification Form and Release Claims. The parties will prominently display this deadline on all materials they distribute in paper or online form regarding this Agreement, and explain that failure to respond by this deadline will result in a forfeiture of any relief provided by this Agreement.
- e. **Exchange of Information Regarding Affected and Eligible Class Members.** SKF West Valley City and OFCCP will timely exchange information regarding Affected and Eligible Class Members, including updated contact information.
- f. **Final List of Eligible Class Members.** The Final List will include all Affected Class Members who timely submit a completed Verification Form and Release by the deadline set forth in the Notice and whose eligibility is verified by OFCCP. The parties will establish the Final List by the date set forth in the Timeline. The parties will meet and confer on any outstanding issues or questions regarding the Final List. Either party may identify potentially eligible Class Members who may have been erroneously excluded from the original or any subsequent list. OFCCP shall make the final determinations of eligibility but will make every effort to negotiate in good faith to resolve any dispute about the Final List. SKF West Valley City will provide to OFCCP any information necessary to determine the Final List.
- g. **Documentation of Payments.** By the deadline set forth in the Timeline, SKF West Valley City will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Class Members, including the amounts paid, the date payment was sent, the date payment was received or the check cashed, and any uncashed or returned checks. In the event of a second distribution, SKF will provide similar documentation in the second distribution

V. Modifications to Compensation Practices and Other Relief

SKF West Valley City agrees to the following:

- 1. **Self-Analysis of Pay Disparities:** Pursuant to 41 CFR 60-2.17(b), SKF West Valley City will annually review its compensation policies and practices to ensure they comply with 41 CFR 60-1.4(a)(1). This will include monitoring base salary and total compensation, and the administration of non-base compensation, benefits, and employment actions for any indication of statistically significant disparities for Job Group 7 based on gender. If any such disparities for Job Group 7 cannot be explained by legitimate factors, then SKF West Valley City will remedy such disparities through salary adjustments. SKF West Valley City

will also evaluate whether Job Group 7 starting salaries, salary increases, promotion decisions, level designations, job assignments and incentives have a disproportionately negative effect on the compensation of female employees. If these decisions have an adverse impact on female employees, SKF West Valley City will consider alternative practices that satisfy business necessity without causing a disparity.

2. **Revised Policies and Procedures.** SKF West Valley City will review and, if necessary, revise its Job Group 7 compensation policies and practices and establish monitoring and oversight mechanisms to ensure that all aspects of its compensation system provide equal compensation to Job Group 7 as required by 41 CFR 60-1.4(a). SKF West Valley City will ensure its revised compensation practices do not discriminate against female Job Group 7 in rates of pay and in other forms of compensation.
3. **Training.** SKF West Valley City will provide training to all of its human resources personnel, managers and supervisors who make compensation decisions for Job Group 7 at SKF West Valley City. This training will include subjects of equal employment opportunity rights and responsibilities, and training on any new policies and practices in effect pursuant to Paragraph 2 above. This training will ensure that managers who have completed the training understand and can implement the requirements to: (1) follow compensation practices that do not discriminate on the basis of race and sex, (2) consistently and fairly implement the new or revised written practices, and (3) properly document the results of their decisions and retain appropriate records.

VI. Technical Violations and Remedies

1. **VIOLATION:** For the period of November 14, 2012 through at least November 14, 2014, SKF West Valley City failed to maintain and have available for inspection personnel and employment records related to Affirmative Action Program (“AAP”) Job Group 7 (Operatives) in accordance with the requirements of 41 C.F.R. § 60-1.12.

REMEDY: SKF West Valley City will establish and implement procedures to collect, maintain and have available all personnel and employment records related to AAP Job Group 7 (Operatives) in accordance with the requirements of 41 C.F.R. § 60-1.12.

2. **VIOLATION:** For the period of November 14, 2012 through at least November 14, 2014, SKF West Valley City failed to maintain and have available for inspection records that would disclose the impact its tests and other selection procedures have upon employment opportunities for AAP Job Group 7 (Operative) positions as required by 41 C.F.R. § 60-3.4A, and 41 C.F.R. § 60-3.15. OFCCP found that SKF West Valley City did not evaluate the impact of its AAP Job Group 7 (Operative) level tests on employment or promotional opportunities and did not keep all records of the level test results necessary to analyze whether the tests resulted in adverse impact.

REMEDY: SKF West Valley City will ensure that, if it chooses to administer any pre- or post- employment tests for AAP Job Group 7 (Operatives) at its facility, it will maintain and have available for inspection records or other information that will disclose the impact that these tests have upon employment opportunities, as required by 41 C.F.R. § 60-3.4A and 41 C.F.R. § 60-3.15.

3. VIOLATION: SKF West Valley City failed to maintain and make available for inspection an auditing system or in-depth analyses of its compensation system to measure its effectiveness and to determine whether there were gender or race/ethnicity-related disparities through at least November 14, 2014, as required by 41 C.F.R. §§ 60-2.10(c), 2.17(b)(3) and 2.17(d).

SKF West Valley City routinely performed “equity reviews” during the period to analyze the effectiveness of its compensation program as triggered by AAP Job Group 7 (Operative) level testing or supervisor inquiries. However, SKF West Valley City did not create documents showing the scope or results of the equity reviews. Thus, SKF failed to maintain and make available for inspection documentation of the in-depth analyses.

REMEDY: SKF West Valley City will perform in-depth analyses of its total employment processes to determine whether and where impediments to equal employment opportunity exist and implement an auditing system to periodically measure the effectiveness of its affirmative action program. SKF will maintain and make available such analyses for inspection by OFCCP. SKF West Valley City’s analyses of its compensation system(s) shall include the total employment process for AAP Job Group 7 (Operatives), including starting wages, pay increases, job levels, promotions, and other increases in pay or other benefits to determine whether there are sex-, race- or national origin- based pay disparities. SKF West Valley City will incorporate these analyses and determinations into its current AAP and will update these analyses at least annually in its AAPs.

VII. OFCCP Monitoring Period

1. **Recordkeeping.** SKF West Valley City agrees to retain all records relevant to the violations and remedy cited in Section III above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. SKF West Valley City will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Reports.** SKF West Valley City will submit the following reports by the dates set forth in the Timeline:
 - a. **Schedule and Instructions.** SKF West Valley City agrees to submit the following:
 - i. Documentation of monetary payments to all Eligible Class Members as specified in Section IV Financial Remedy above. The documentation must include the names of

Eligible Class Members who were paid and for each Eligible Class Member, the number and the amount of the check. Upon request, SKF West Valley City must provide OFCCP with all copies of canceled checks or an electronic facsimile.

- ii. A statement from SKF West Valley City confirming that it conducted its annual self-analysis of AAP Job Group 7 (Operatives) pay, as described in Part V(1) above, and that it has remedied through salary adjustments any unexplained statistically-significant disparities, if any, based on gender.
- iii. Revised compensation policies and procedures described in Part V(2) above.
- iv. Documentation of training as described in Part V(3) above.
- vi. **Progress Report:** On March 1, 2022, SKF West Valley City will submit to OFCCP the results of the self-analysis conducted on Job Group 7 (Operatives) pay and the data to support the analyses as described in Part V(1). OFCCP reserves the right to request supporting data in regards to SKF West Valley City's self-analysis.

SKF West Valley City will submit this report to:

Lauren Blunck, Assistant District Director
OFCCP, Denver District Office
1244 Speer Blvd, Suite 540
Denver, CO 80204

SKF West Valley City and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. The information SKF West Valley City provides in accordance with this Agreement is customarily kept private or closely-held, and SKF West Valley City believes it should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request. Further, the information SKF West Valley City marks "confidential" is not publicly available, is provided to OFCCP under an assurance of privacy, and is to be utilized by OFCCP solely for the purpose of complying with this Agreement. In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents to the extent allowed by law.

- b. **Reports on Modifications to Personnel Practices.** In the Progress Report, SKF will report on all modifications of personnel practices made pursuant to the Agreement and provide documentation of its compliance with the remedy provisions of this Agreement.
3. **Close of Monitoring Period and Termination of Agreement.** This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close when OFCCP accepts SKF West Valley City's progress report as set forth in Section VII(2)(a)(vi) above. If OFCCP fails to notify SKF West Valley City in writing within sixty (60) days of the date of the progress report that SKF West Valley City has

assurance of privacy, and is to be utilized by OFCCP solely for the purpose of complying with this Agreement. In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents to the extent allowed by law.

b. **Reports on Modifications to Personnel Practices.** In the Progress Report, SKF will report on all modifications of personnel practices made pursuant to the Agreement and provide documentation of its compliance with the remedy provisions of this Agreement.

3. **Close of Monitoring Period and Termination of Agreement.** This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close when OFCCP accepts SKF West Valley City's progress report as set forth in Section VII(2)(a)(vi) above. If OFCCP fails to notify SKF West Valley City in writing within sixty (60) days of the date of the progress report that SKF West Valley City has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies SKF West Valley City within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines SKF West Valley City has met all of its obligations under the Agreement.

VIII. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and SKF USA Inc. dba SKF Seals Business Unit, 2464 South 6755 West Suite B, West Valley City, Utah 84128.

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

Mr. Said Mendez
Plant Manager
SKF USA Inc.
dba SKF Seals Business Unit

DATE: 11-23-2020

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

Melissa L. Speer
Regional Director
Southwest and Rocky Mountain Region

DATE: 11-25-2020

Attachments:

- A. List of Affected Employees
- B. Timeline
- C. Notice Documents

ATTACHMENT A

LIST of AFFECTED EMPLOYEES

	Class Member ID
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ATTACHMENT C-1

NOTICE TO AFFECTED CLASS MEMBERS

We are writing to provide information about a legal settlement between the U.S. Department of Labor and SKF USA Inc. that may benefit you. This settlement involves allegations of pay discrimination, and our records show that you may be one of the employees or former employees covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and interest.

SKF USA Inc. (SKF West Valley City) and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (Agreement) to remedy the violations of Executive Order 11246 (E.O. 11246) that OFCCP found during a compliance review of SKF's West Valley City facility. OFCCP's analysis found that as of July 1, 2014, SKF West Valley City paid certain female employees in the Channel Operator job title less than similarly-situated male employees. SKF West Valley City has not admitted to any violation of E.O. 11246 and there has not been any adjudicated finding that SKF West Valley City violated any laws. OFCCP and SKF West Valley City entered into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as an individual who worked in a Channel Operator job title during the relevant time period. Under the Agreement, you may be eligible to receive a payment of at least **[insert appropriate amount/description such as "of at least \$ _____" or "representing a pro rata share of back pay and interest"]** (less deductions required by law). Under the terms of the Agreement it may take up to **[number]** months from the date of this letter before you receive your payment. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification Form and the Release of Claims under Executive Order 11246. These forms should be completed and mailed as soon as possible to the address below. **In order for you to be eligible to participate in the settlement, both of these documents must be received by April 24, 2021.**

*[Name]
Settlement Administrator
[Address]*

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

You will receive a monetary payment only if the information on the Verification Form confirms that you are one of the individuals covered by the settlement. After you complete and return the Verification Form and Release, a final decision will be made about your eligibility.

If you have any questions you may call **[name]** at **[phone number]**, or OFCCP Compliance Officer **(b) (7)(E), (b) (6)** at (720) 264-**(b) (7)(C), (b) (6)**. Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN BOTH THE VERIFICATION FORM AND RELEASE OF CLAIMS BY THE DEADLINE OF April 24, 2021, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

Sincerely,

[Name]

Enclosures

Information Verification Form
Release of Claims Under Executive Order 11246

ATTACHMENT C-2
INFORMATION VERIFICATION FORM

**PLEASE CAREFULLY READ THE ENCLOSED NOTICE TO AFFECTED EMPLOYEES
BEFORE COMPLETING THIS VERIFICATION FORM.**

**INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR
MONEY (BACK WAGES) FROM THE SETTLEMENT
BETWEEN OFCCP AND SKF USA, INC.**

DEADLINE TO RESPOND IS April 24, 2021.

If you complete this Verification Form, you may be eligible for a money payment from the settlement between OFCCP and SKF USA, Inc. To receive any monetary payment under the terms of this settlement, you must complete and return this Verification Form and the enclosed Release Form postmarked on or before April 24, 2021 to:

[Settlement Administrator Name and Address]

If you do not submit a properly completed Verification Form and Release Form postmarked on or before April 24, 2021, then your claim will not be timely and **you will not receive any money from this settlement.**

Enclosed is a stamped, pre-addressed envelope you can use to return the Verification Form and Release.

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

NOTE: This Verification Form 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 envelope is correct.
- The address on the envelope is not correct. My correct address is:
Address: _____

Notify us at the address below if your address changes or contact us if you have any questions about this Verification Form, the Notice, or the settlement.

[Settlement Administrator Name and Address]

Step 2: For purposes of this settlement, it is necessary to verify your GENDER:

- Female
- Male

Step 3: Sign and return along with the Release Form

I certify the above as true and correct.

Signature

Date

Printed Name

ATTACHMENT C-3

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

PLEASE CAREFULLY READ THE ENCLOSED NOTICE TO AFFECTED CLASS MEMBERS BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY FROM THE SETTLEMENT.

This Release of Claims Under Executive Order 11246 (Release) is a legal document. The document states that in return for SKF USA Inc. (SKF West Valley City) paying you money, you agree that you will not file any lawsuit against SKF West Valley City for allegedly violating Executive Order 11246 in connection with its compensation of female Chanel Operators. It also says that SKF West Valley City 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 Release by a certain date, you will not receive any money.

In consideration of the payment of at least \$[XXX] (less deductions required by law) by SKF West Valley City to me, which I agree is acceptable, I (**print name**) _____ agree to the following:

I.

I hereby waive, release and forever discharge SKF West Valley City, 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 to my compensation as a female Chanel Operator at any time prior to the date of my signature on this Release. By signing this Release, I agree that I have been made whole for any claim that could have been brought under Executive Order 11246, as amended, relating to my compensation with SKF West Valley City through the effective date of this Release.

II.

I understand that SKF West Valley City denies that it treated me unlawfully or unfairly in any way and that SKF West Valley City entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP) and agreed to make the payment described above to resolve alleged disparities in compensation and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on November 14, 2014. I further agree that the payment of the aforesaid sum by SKF West Valley City to me is not to be construed as an admission of any liability by SKF West Valley City.

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 the contact listed on the enclosed Notice to Affected Class Members by the deadline listed on the Notice, I will not be entitled to receive any payment (less deductions required by law) from SKF West Valley City.

IN WITNESS WHEREOF, I have signed this document of my own free will.

Printed Name

Signature

Date

REPORTING TIMELINE

	Company Name: SKF USA, Inc. R00193479 Effective Date of Conciliation Agreement:		11/25/2020
	ACTION REQUIRED	Number of Days	Due Date
	A. Class Member List		
1	SKF West Valley City and OFCCP will meet and confer on any reasonable modifications to the Timeline proposed by either party.	20	12/15/2020
2	Within thirty (30) days of the Effective Date of this Agreement, SKF West Valley City will provide by first-class mail to each Affected Class Member copies of all of the Notice Documents.	30	12/25/2020
3	If envelopes from the initial mailing are returned with forwarding addresses, SKF West Valley City will re-mail the Notice Documents within fourteen (14) days of receipt of the forwarding address.	60	01/24/2021
4	OFCCP will provide SKF West Valley City with updated information for the second mailing, if necessary.	80	02/13/2021
5	A second mail notice will be sent to Affected Class Members with valid addresses who failed to respond to the first mail notice unless the parties agree otherwise.	90	02/23/2021
6	Within 150 days of the Effective Date of this Agreement, Affected Class Members must respond to the Notice Documents by fully completing and returning the Information Verification Form and Release Claims.	150	04/24/2021
7	OFCCP and SKF West Valley City will establish the Final List by the date set forth in the Timeline. The parties will meet and confer on any outstanding issues or questions regarding the Final List. OFCCP shall make the final determinations of eligibility but will make every effort to negotiate in good faith to resolve any dispute about the Final List.	170	05/14/2021
	B. Monetary Relief		
8	OFCCP will provide SKF West Valley City the payment amount for each Eligible Class Member on the Final List.	175	05/19/2021
9	SKF West Valley City will issue checks or make electronic payments (for current employees) to each Eligible Class Member in the stated amount.	180	05/24/2021
10	OFCCP will receive timely documentation of all payments made, any payments returned undelivered, or any checks not cashed.	30	06/23/2021
11	OFCCP will make contact with anyone who did not cash the check and give SKF updated information to remail the check.	15	07/08/2021
12	Any check that remains uncashed 180 days after the initial date the check was mailed to the Eligible Class Member will be void.	180	11/20/2021
13	With respect to any uncashed funds, SKF West Valley City will make a second distribution to all Eligible Class Members who cashed their first check..	190	11/30/2021
14	SKF West Valley City will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Class Members, including the amounts paid, the date payment was sent, the date payment was received or the check cashed, and any uncashed or returned checks.	30	12/30/2021
	C. Reports		
15	A statement from SKF West Valley City confirming that it conducted its annual self-analysis of AAP Job Group 7 (Operatives) pay and that it has remedied through salary adjustments any unexplained statistically-significant disparities, if any, based on gender.	90	02/23/2021
16	Revised compensation policies and procedures.	90	02/23/2021
17	Documentation of training.	90	02/23/2021
18	Progress Report: On March 1, 2022, SKF West Valley City will submit to OFCCP the results of the self-analysis conducted on Job Group 7 (Operatives) pay and the data to support the analyses.	-	03/01/2022
	*Expiration date of CA - 60 days after receipt of the final progress report unless SKF is notified in writing by OFCCP that it has not fulfilled all its obligations under its agreement.		