

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
Baker & Taylor, LLC
OFCCP Case No. R00204779

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") is currently evaluating the Baker & Taylor, LLC ("Baker & Taylor") establishment located at 501 Gladiolus Street in Momence, IL 60954 ("Momence, IL establishment"). During a compliance review of the Momence, IL establishment, OFCCP alleged that Baker & Taylor is not in compliance with Executive Order 11246 as amended ("EO 11246" or "Executive Order"), and its implementing regulations at 41 Code of Federal Regulations (CFR) Sections 60-1 to 60-3. OFCCP has not issued any formal notice of alleged violations regarding the establishment and there have not been any adjudicated findings. Baker & Taylor denies the allegations.

In the interest of resolving the alleged violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Baker & Taylor enter into this Conciliation Agreement ("Agreement") and its attachments, and agree to all the terms therein. The attachments to this Agreement are incorporated herein.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Baker & Taylor's fulfillment of all obligations in this Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under EO 11246, based on the alleged violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the alleged violations described in Part III if Baker & Taylor violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Baker & Taylor agrees that OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents as may be relevant to the matter under investigation and pertinent to Baker & Taylor's compliance. Baker & Taylor will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents required.
3. This Agreement does not constitute an admission by Baker & Taylor of any violation of EO 11246, Section 503 of the Rehabilitation Act of 1973, as amended ("Section 503"), the Vietnam Era Veterans' Readjustment Assistance Act of 1974 ("VEVRAA") and their

implementing regulations at 41 CFR Chapter 60, nor has there been an adjudicated finding that Baker & Taylor violated any laws.

4. Baker & Taylor understands that nothing in this Agreement relieves Baker & Taylor of its obligation to fully comply with the requirements of EO 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment laws.
5. Baker & Taylor promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual benefits from this Agreement, or files a complaint or participates in any investigation or proceeding under EO 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 CFR § 60-1.32(a).
6. OFCCP and Baker & Taylor ("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 with respect to the matters referenced therein. 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. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement becomes effective on the day it is signed by the Regional Director of the Midwest Region (the "Effective Date").
10. This Agreement will expire sixty (60) days after Baker & Taylor submits the final progress report required in Part IV below, unless OFCCP notifies Baker & Taylor in writing prior to the expiration date that Baker & Taylor has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date OFCCP determines Baker & Taylor has met all of its obligations under the Agreement.
11. Each party shall bear its own fees and expenses with respect to this matter.
12. If Baker & Taylor violates this Agreement:
 - a. The procedures at 41 CFR § 60-1.34 will govern:
 - i. OFCCP will send Baker & Taylor a written notice stating the alleged violations and summarizing any supporting evidence.

- ii. Baker & Taylor will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - iii. If Baker & Taylor 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. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying alleged violations resolved by this Agreement.
- b. Baker & Taylor may be subject to the sanctions set forth in Section 209 of the Executive Order, and/or other appropriate relief for violation of this Agreement.
13. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.
14. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
15. All references to "days" in this Agreement are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

PART III. VIOLATIONS AND REMEDIES

1. ALLEGED DISCRIMINATION FINDINGS – HIRING

- a. OFCCP alleges that Baker & Taylor discriminated against male applicants to Processing Clerk positions at the Momence, IL establishment during the period January 1, 2016 through June 30, 2017, in violation of 41 CFR § 60-1.4(a)(1). Specifically, OFCCP found statistically significant differences in the hiring rates of these male applicants in Processing Clerk positions during the review period, resulting in a shortfall of 11 male hires.
- b. OFCCP alleges that Baker & Taylor discriminated against black applicants to Order Picker positions at the Momence, IL establishment during the period January 1, 2016 through June 30, 2017, in violation of 41 CFR § 60-1.4(a)(1). Specifically, OFCCP found statistically significant differences in the hiring rates of these black applicants

in Order Picker positions during the review period, resulting in a shortfall of 8 black hires.

2. FINANCIAL REMEDY:

- a. Notice. Pursuant to the dates agreed upon in Attachment C (“Timeline”), Baker & Taylor will send all Affected Applicants listed in Attachment A by mailing a first class, certified, return-receipt requested letter the Notice to Affected Applicants (“Notice”) included in Attachment B1, the Release of Claims under Executive Order 11246 Form (“Release”) included in Attachment B3, and the Interest Form (“Interest Form”) that is specific for either Affected Applicants to the Processing Clerk Position (included in Attachment B2(a)) or for Affected Applicants to the Order Picker Position (included in Attachment B2(b)); and a postage paid, self-addressed stamped envelope. Within the timeframes established in the Timeline, OFCCP shall provide Baker & Taylor with an MS Excel file containing the name, class, address, phone number, and email address in separate columns for the Affected Applicants. Baker & Taylor will use the addresses provided by OFCCP for the first mailing.

Each Affected Applicant (or the Affected Applicant’s appointed legal representative in the event that he/she is deceased) shall be given one hundred eighty-five (185) days from the effective date of the Agreement to respond by returning the Interest Form and executed Release to Baker & Taylor. Any response postmarked by the one hundred eighty-fifth (185th) day from the effective date of the Agreement shall be considered to have been submitted within the one hundred eighty-five (185)-day period.

On a bi-weekly basis, Baker & Taylor will notify OFCCP of all letters returned as undeliverable. Within the timeframes established in the Timeline, Baker & Taylor will provide OFCCP with the name of any Affected Applicant who did not timely and/or fully respond to the Notice, or whose Notice, Interest Form and Release form was returned as undeliverable. OFCCP will then attempt to obtain updated addresses, and provide a list to Baker & Taylor within the timeframes established in the Timeline. Baker & Taylor will use these addresses provided by OFCCP to mail another Notice, Release, Interest Form, and self-addressed stamped envelope to each of the Affected Applicants on OFCCP’s list. Each Affected Applicant (or the Affected Applicant’s appointed legal representative in the event that he/she is deceased) shall be given one hundred eighty-five (185) days from the effective date of the Agreement to respond by returning the completed Interest Form and executed Release to Baker & Taylor. Any response postmarked by the one hundred eighty-fifth (185th) day from the effective date of the Agreement shall be considered to have been submitted within the one hundred eighty-five (185)-day period.

Within the timeframes established in the Timeline, Baker & Taylor shall provide to OFCCP a list in MS Excel format of all affected applicants who timely submitted a completed Interest Form and executed Release (“Eligible Class Members”) along

with electronic copies of all Releases returned to Baker & Taylor. Within the timeframes established in the Timeline, OFCCP shall approve the list of Eligible Class Members who have timely responded to the first or second Notice, or work with Baker & Taylor to revise the list so that they can be approved by OFCCP. The approved list of Eligible Class Members shall constitute the “Final Class Member List.” If an Affected Applicant does not return a completed Interest Form and executed Release within 185 days of the Effective Date of this Agreement, the Affected Applicant will no longer be entitled to any relief pursuant to this Agreement.

OFCCP and Baker & Taylor agree that there shall be no liability for back pay, interest, or any other relief under this Agreement to any Affected Applicant who does not submit a completed Interest Form and executed Release within 185 days of the Effective Date of this Agreement.

- b. Eligibility. All Affected Applicants (listed on Attachment A) who sign and return the Interest and Release Forms to Baker & Taylor by the deadline set forth in the notice documents will be eligible for a payment. If an Affected Applicant does not return the Release and Interest Forms to Baker & Taylor within the prescribed deadline, the Affected Applicant will no longer be entitled to any relief pursuant to this Agreement.

By the dates indicated in the Timeline, Baker & Taylor will provide OFCCP with a list of Eligible Class Members. OFCCP will approve the Final Class Member List, including a final distribution amount for each Class Member on the Final Class Member List, and/or discuss with Baker & Taylor any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

- c. Monetary Settlement. Baker & Taylor agrees to distribute a total of \$127,375.00, consisting of \$115,735.00 in back pay and \$11,640.00 in interest, plus applicable contributions and withholdings required by law on the portion representing back pay only (such as federal, state and/or local taxes and the employer’s and class members’ share of FICA and FUTA taxes) to the Class Members on the Final Class Member List in pro-rata shares by the date indicated in the Timeline. Baker & Taylor shall mail to each such Class Member an IRS Form W-2 for that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be provided to the Class Member either at the time of payment, electronically or with the settlement checks, or by the deadline required by law for providing such forms following the end of the calendar year. No eligible participant will be required to complete a W-4 or W-9 in order to receive payments under this settlement.

By the date indicated in the Timeline, Baker & Taylor will notify OFCCP of the receipt of a check to a Class Member that was returned as undeliverable via email sent to Assistant District Director Adam Young (b) (6), (b) (7)(C) @dol.gov). Pursuant

to the dates specified in the Timeline, OFCCP will attempt to locate the Class Member, and if OFCCP obtains an alternate address in the designated time period, OFCCP will advise Baker & Taylor of the address and Baker & Taylor will re-mail the check to an alternate or corrected address. Any check that remains un-cashed 120 days after the initial date the check was mailed to the Class Member will be void. With respect to any uncashed funds, Baker & Taylor will make a second distribution, in equal shares, to all Class Members who cashed their first check if the distribution exceeds \$30.00 for each Class Member following the same proportion of back pay and interest as the first payment. Baker & Taylor will mail the second distribution to such participants by the date specified in the Timeline. Any second distribution check that remains un-cashed 45 days after the date the second distribution was mailed to the Class Member will be void. If the second distribution would involve a payment to each Class Member of less than \$30.00, the residual amount will revert to Baker & Taylor to provide training in equal employment opportunity to its personnel.

3. NON-MONETARY REMEDY:

- a. Job Opportunities. As vacancies occur in Momence, IL for the Processing Clerk and Order Picker positions, Baker & Taylor shall make bona fide job offers to Class Members who have expressed interest in employment, are at least 18 years old, and are not then employed by Baker & Taylor until 11 male Processing Clerks and 8 black or African American Order Pickers are hired, or the list of interested Class Members is exhausted, whichever comes first. Any Class Member who expresses an interest in employment and who receives a job offer from Baker & Taylor must complete a new electronic application, submit to and pass a drug screen and a background check prior to starting work, must present documents required to complete the form I-9, and must accept the conditions of the job according to the job posting and description. These conditions applied to Processing Clerk and Order Picker applicants during the review period.

Until that time 11 male Processing Clerks and 8 black or African American Order Pickers are hired, these Class Members will have priority over all other candidates for hire into Processing Clerk and Order Picker positions. As vacancies occur in Processing Clerk and Order Picker positions, Baker & Taylor shall contact the Class Members with a written job offer in the order they submitted their Interest Forms, or, if the Forms were received on the same day, in the order of their original application date.

The report-to-work date for Class Members hired pursuant to this Agreement shall be no later than fourteen (14) days after the date the written job offer is accepted. The Class Member must submit to a drug test within the same timeframe applicable to similarly situated new hires. The Class Member must report to work on the day designated or provide Baker & Taylor notice of good cause for their absence on or before that date. If good cause is provided, the Class Member must report to work

within three (3) days of the original designated start date. Otherwise, Baker & Taylor may withdraw the job offer and shall be under no obligation to hire the Class Member under this Agreement, but remains obligated to hire Class Members until 11 male Processing Clerks and 8 black or African American Order Pickers positions are filled or the list of Class Members who have expressed interest in employment is exhausted, whichever comes first.

Baker & Taylor agrees to pay Class Members hired under this provision at least the current entry level wage for the respective position, and provide all regular and on the job training provided to similarly situated employees in that position. All hired Class Members shall receive retroactive seniority back to the date of their original job application for job retention purposes only, to the extent that seniority is a factor in layoff decisions.

b. Revised hiring process.

i. Review and revisions required. Within 60 calendar days of the Effective Date of this Agreement, Baker & Taylor will provide, in writing, the practices, policies and procedures it uses to select applicants for Processing Clerk and Order Picker positions (hereinafter “Revised Hiring Process”) within the timeframes specified in Attachment C. Specifically, Baker & Taylor will:

- a. Provide a job description and describe the selection process for Processing Clerk and Order Picker positions. The job description will describe the essential functions; the minimum qualifications including required skills and certifications; and the criteria used in each step of the hiring process, including any application screens, interviews, tests, credit checks, review of criminal history, reference checks, or other selection procedure;
- b. Develop specific, job-related qualification standards for Processing Clerk and Order Picker positions that reflect the duties, functions and competencies of the position to minimize the potential for gender stereotyping or other unlawful discrimination;
- c. Ensure all policies and qualification standards are uniformly applied to all applicants; and
- d. List clearly on its recruiting materials and job postings the minimum qualifications, including required skills and certifications.

c. Training.

i. Revised selection process. Within 90 calendar days of the Effective Date of this Agreement, Baker & Taylor will train all individuals involved in any way in recruiting, selecting, or tracking applicants for Processing Clerk and Order Picker

positions on the Revised Hiring Process and OFCCP's recordkeeping obligations. The training will include instruction in: the proper implementation of the recruitment, tracking, and selection procedures; neutral application of the specified qualifications and criteria that will be used at each step in the hiring process; procedures to be used to document the decisions made at each step in the hiring process; and the procedures to be used to ensure that documents are retained in accordance with 41 CFR 60-1.12(a) and Part 60-3. Baker & Taylor will ensure that any applicants benefitting from the provisions of this Agreement are not retaliated against. Baker & Taylor will maintain a record of the date of each training, and the name and job title of each employee attending each training.

- ii. Equal employment opportunity obligations. Baker & Taylor will meet with management and all individuals responsible for the selection process and review its equal employment obligations and nondiscrimination policies related to hiring of Processing Clerks and Order Pickers. Baker & Taylor will maintain a record of the date of each meeting, and the name and job title of each employee attending each meeting.
 - iii. The training must ensure that managers who have completed the training understand and can implement the requirements to (1) follow nondiscriminatory hiring practices, (2) consistently and fairly implement the new or revised written practices, and (3) properly document the results of their decisions and retain appropriate records.
- d. Monitoring. Baker & Taylor agrees to monitor selection rates at each step of its selection process for Processing Clerk and Order Picker positions. Where it is determined that a selection procedure has an adverse impact, as defined in 41 CFR 60-3.4D, on the hiring of applicants of a particular race or gender, Baker & Taylor will investigate to determine whether there is a legitimate, non-discriminatory, job-related explanation for the adverse impact. If there is no legitimate, non-discriminatory, job-related explanation for the disparity, Baker & Taylor will eliminate the procedure, choose an alternative procedure, or validate the procedure in accordance with the Uniform Guidelines on Employee Selection Procedures codified at 41 CFR Part 60-3. Baker & Taylor agrees to maintain and make available for inspection records concerning any adverse impact in the selection process for the Processing Clerk and/or Order Picker positions. This includes documenting the number of persons hired by race and sex, the number of applicants who applied by race and sex, and the number of applicants by race and sex who participated in and passed each selection procedure utilized. This information will be maintained until the expiration of this Agreement or as long as required by the regulations, whichever is later.
- e. Baker & Taylor will meet its obligation to conduct adverse impact analyses in accordance with the requirements of 41 CFR 60-1.12(a) and Part 60-3.

- f. Recordkeeping. Pursuant to 41 CFR 60-1.12, Baker & Taylor will ensure its managers properly document the results of hiring decisions made pursuant to the revised hiring policies and procedures, and properly maintain all records on the revised policies and procedures including any associated underlying data and information such as HRIS and payroll data, job applications, applicant and hire data, disposition codes, and personnel records, and any other records or data used to generate the required reports. Baker & Taylor will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

PART IV. REPORTS REQUIRED

Baker & Taylor must submit the documents and reports described below to the OFCCP Chicago District Office, Attn: Adam Young, Assistant District Director, at (b) (6), (b) (7)(C) [@dol.gov](mailto:adyoung@dol.gov). Baker & Taylor and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports Baker & Taylor provides in accordance with this Agreement are customarily kept private or closely-held, and Baker & Taylor believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Baker & Taylor will provide such reports to OFCCP marked as “Confidential.” In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents, to the extent possible under the law.

1. Within 60 calendar days of the Effective Date of this Agreement, Baker & Taylor will submit a copy of the written Revised Hiring Process described in Part III, Section 3.b. Additionally, Baker & Taylor will submit evidence that it has written and implemented procedures to ensure that personnel records are retained in accordance with 41 CFR 60-1.12(a) and Part 60-3.
2. Within 90 calendar days of the Effective Date of this Agreement, Baker & Taylor will submit documentation of the training on the company’s revised selection process and equal employment opportunity obligations described in Part III, Section 3.c. The documentation must include the name and job title of each employee attending the training discussed in Part III, Section 3.c.i, including the date of the training. Additionally, the name and job title of each employee attending each meeting discussed in Part III, Section 3.c.ii, including the date of each meeting.
3. Within the prescribed timeframes, Baker & Taylor will submit all documents and information referenced in Part III, Sections 2 and 3.
4. Baker & Taylor will submit a total of two progress reports pursuant to this Agreement. The first report will cover the period from the effective date of this Agreement through December 31, 2021. The second report will cover the period from January 1, 2022 through December 31, 2022. All reports must be submitted within 60 calendar days after

the close of that reporting period. Baker & Taylor will submit the following in each progress report, as applicable:

- a. Documentation of monetary payments to all Eligible Class Members as specified in Part III. The documentation must include the names of Eligible Class Members who were paid, and, for each Eligible Class Member, the number and the amount of the check and the date the check cleared the bank. Baker & Taylor must provide OFCCP with copies of all canceled checks upon request;
- b. A list of all Eligible Class Members who expressed interest in employment by name, race, gender, date of interest, and position.
- c. Documentation of specific hiring activity for Eligible Class Members who were hired into the Processing Clerk and Order Picker positions in accordance with this Agreement, including name, date of offer/hire, the job title of the position offered/hired into, whether the offer was accepted and, if so, start date, the rate of pay and benefits;
- d. For Eligible Class Members who were considered for employment but were not hired, Baker & Taylor will provide the reason for non-selection along with all relevant documentation (e.g., failure to complete the selection process, failure to appear for interviews, failure to submit to and/or satisfy pre-employment screening, and documentation that the Eligible Class Member declined a job offer).
- e. The total number of applicants and hires and the breakdown by race and ethnic group for the Order Picker position and breakdown by sex for the Processing Clerk position during the reporting period.
- f. For the Processing Clerk and Order Picker positions, the results of Baker & Taylor's analysis as to whether its total selection process has adverse impact, as defined by 41 CFR 60-3.4D, based on sex for the Processing Clerk position and based on race and ethnicity for the Order Picker position. For the purposes of the analysis, Baker & Taylor must not include hires made of Eligible Class Members pursuant to this Agreement in that analysis.
- g. For each instance where the total selection process has an adverse impact based on sex, race or ethnicity, as defined by 41 CFR 60-3.4D, the results of Baker & Taylor's evaluation of the individual components of the selection process for adverse impact.
- h. Documentation indicating the actions taken by Baker & Taylor upon determining that any component of the selection process has an adverse impact based on sex for applicants to the Processing Clerk position or based on race or ethnicity for applicants to the Order Picker position.

- i. Submission of Baker & Taylor’s narratives for its Affirmative Action Plans for EO 11246, Section 503 and VEVRAA Affirmative Action Plans for the Momen, IL establishment.

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

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

Attachment A: List of Affected Applicants

Attachment B1: Notice to Affected Applicants

Attachment B2(a): Interest Form – Affected Applicants for the Processing Clerk Position

Attachment B2(b): Interest Form – Affected Applicants for the Order Picker Position

Attachment B3: Release of Claims under Executive Order 11246 (“Release” Form)

Attachment C: Timeline

PART V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Baker & Taylor, LLC.

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

Amandeep Kochar
Executive Vice President
Baker & Taylor, LLC

Date: 12/02/2020

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

Carmen Navarro
Regional Director
OFCCP, Midwest Region

Date: 12/03/2020

Attachment A: List of Affected Applicants

Affected Applicants – Processing Clerk
Position

1. (b) (6), (b) (7)(C)
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Affected Applicants – Order Picker Position

1. (b) (6), (b) (7)(C)
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**ATTACHMENT B1
NOTICE TO AFFECTED APPLICANTS**

You may be eligible to get money and a job because of a legal settlement between Baker & Taylor, LLC and the U.S. Department of Labor

We are writing to provide information about a legal settlement between the U.S. Department of Labor and Baker & Taylor, LLC (Baker & Taylor) that may benefit you. This settlement involves claims of alleged discrimination in hiring, which Baker & Taylor denies. Our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and an opportunity for a job with Baker & Taylor.

ARE YOU AFFECTED?

Male applicants who were not hired for Processing Clerk positions and black or African American applicants who were not hired for Order Picker positions at Baker & Taylor's Momence, Illinois location during the period January 1, 2016 through June 30, 2017 are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted a review of Baker & Taylor's hiring practices during the period January 1, 2016, through June 30, 2017. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP alleges that it found statistically significant differences in the hiring rates of male applicants for the Processing Clerk position, and in the hiring rates of black or African American applicants for the Order Picker position, during the period January 1, 2016 through June 30, 2017. Baker & Taylor denies those claims. Ultimately, OFCCP and Baker & Taylor have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement between Baker & Taylor and OFCCP. By entering into the Conciliation Agreement, Baker & Taylor has not admitted nor has there been any adjudicated finding that Baker & Taylor violated any laws when you were not hired for the position for which you applied.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for the Processing Clerk or Order Picker position during the relevant time frame, and were not hired, this settlement may provide you with some specific benefits:

1. **You may be eligible to receive a payment of at least \$3,032** (before adjustments for taxes and payroll contributions). This payment represents your share of back wages and interest Baker & Taylor is making to settle the allegations. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.
2. **You may be eligible for a job offer.** Baker & Taylor will be making job offers to some of the individuals receiving this notification. It is not guaranteed that you will receive a job offer. If you are interested in a job with Baker & Taylor, please express your interest on the enclosed Interest Form. To be hired, you must complete a new electronic employment application, successfully pass a background check and drug screen, present the required documents demonstrating that you are eligible to work in the U.S., and accept the conditions of the job according to the job posting and description.

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

WHAT IS YOUR NEXT STEP?

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

Please do not ignore these documents or throw them away. Otherwise, you could miss an opportunity to receive money and a job opportunity with Baker & Taylor.

To be eligible for a payment and job, you must complete, sign, and return **both** the following enclosed documents, (1) the Interest Form and (2) the “Release of Claims under Executive Order 11246” (Release) Form to the Settlement Administrator. You may use the enclosed postage-paid return envelope to return the Interest Form and Release Form. You may also submit these forms via email to the Settlement Administrator at the email address listed below. It is acceptable to submit PDF files or pictures of the fully completed and signed forms via email.

Settlement Administrator
OFCCP – BAKER & TAYLOR

(NAME)

(TITLE)

(ADDRESS)

(EMAIL ADDRESS)

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

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

If you fail to complete and return both of the required forms by the deadline above, or if your forms do not verify your eligibility, you will not be eligible to receive any money, consideration for job opportunities or any other relief provided to you by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact [NAME] at Baker & Taylor at [PHONE NUMBER] or via email at [EMAIL ADDRESS], or OFCCP Compliance Officer (b) (6), (b) (7)(E) at (312) 596- (b) (6), (b) (7) or via email at (b) (6), (b) (7)(C) @dol.gov. You can also visit the U.S. Department of Labor website about this case at www.dol.gov/ofccp/cml.

ATTACHMENT B2(a)

Interest Form – Affected Applicants for the Processing Clerk Position

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

INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR MONEY (BACK WAGES) AND AN OPPORTUNITY FOR A JOB OFFER FROM THE SETTLEMENT

DEADLINE TO RESPOND IS [INSERT specific date]

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

To receive an award, such as money and a potential job offer, you must complete and return this Interest Form and Release Form by the deadline listed above to:

Settlement Administrator
OFCCP – BAKER & TAYLOR
[NAME]
[TITLE]
[ADDRESS]
[EMAIL ADDRESS]

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

Enclosed is a stamped, pre-addressed envelope you can use. You may also submit these forms via email to the Settlement Administrator at the email address listed above.

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

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

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

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

First Name: _____

Last Name: _____

Any other names you have used: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

Address: _____

Please provide your social security number: _____

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

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

Settlement Administrator
OFCCP – BAKER & TAYLOR

(NAME)

(TITLE)

(ADDRESS)

(PHONE NUMBER)

(EMAIL ADDRESS)

Step 2: Inform us if you are interested in a position by checking one of the three boxes below. If you do not check one of the three boxes by [INSERT specific date for the deadline to respond], your interest in a position will default to “No”.

- Yes, I am interested in the Processing Clerk position with Baker & Taylor at the company’s Momence, Illinois establishment.
- No, I am not currently interested in the Processing Clerk position with Baker & Taylor at the company’s Momence, Illinois establishment.
- I am currently employed by Baker & Taylor.

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

I certify the above as true and correct.

Signature

Date

ATTACHMENT B2(b)
Interest Form – Affected Applicants for the Order Picker Position

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

INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR MONEY (BACK WAGES) AND AN OPPORTUNITY FOR A JOB OFFER FROM THE SETTLEMENT

DEADLINE TO RESPOND IS [INSERT specific date]

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

To receive an award, such as money and a potential job offer, you must complete and return this Interest Form and Release Form by the deadline listed above to:

Settlement Administrator
OFCCP – BAKER & TAYLOR
(NAME)
(TITLE)
(ADDRESS)
(EMAIL ADDRESS)

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

Enclosed is a stamped, pre-addressed envelope you can use. You may also submit these forms via email to the Settlement Administrator at the email address listed above.

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

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

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

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

First Name: _____

Last Name: _____

Any other names you have used: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

Address: _____

Please provide your social security number: _____

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

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

Settlement Administrator
OFCCP – BAKER & TAYLOR

(NAME)

(TITLE)

(ADDRESS)

(PHONE NUMBER)

(EMAIL ADDRESS)

Step 2: Inform us if you are interested in a position by checking one of the three boxes below. If you do not check one of the three boxes by [INSERT specific date for the deadline to respond], your interest in a position will default to “No”.

- Yes, I am interested in the Order Picker position with Baker & Taylor at the company’s Momence, Illinois establishment.
- No, I am not currently interested in the Order Picker position with Baker & Taylor at the company’s Momence, Illinois establishment.
- I am currently employed by Baker & Taylor.

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

I certify the above as true and correct.

Signature

Date

ATTACHMENT B3
RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246
("Release" Form)

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY AND/OR A POTENTIAL JOB OFFER FROM THE SETTLEMENT

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Baker & Taylor, LLC (Baker & Taylor) providing you with money, you agree that you will not file any lawsuit against Baker & Taylor for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for the Processing Clerk and Order Picker positions. It also states that Baker & Taylor does not admit it violated any laws. This Release states 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 states 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 \$3,032 (less deductions required by law) by Baker & Taylor to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Baker & Taylor, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, 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 with Baker & Taylor through the effective date of this Release.

II.

I understand that Baker & Taylor denies that it treated me unlawfully or unfairly in any way and that Baker & Taylor 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 the matter without further legal proceedings in the compliance review initiated by OFCCP on August 2, 2017. I further agree that the payment of the aforesaid sum by Baker & Taylor to me is not to be construed as an admission of any liability by Baker & Taylor.

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 Settlement Administrator at the address on the enclosed Interest Form, by the deadline listed on the Interest Form, I will not be entitled to receive any payment (less deductions required by law) from Baker & Taylor.

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

Signature: _____ Date: _____

Printed Name: _____

Attachment C- Timeline

CA Signed by OFCCP Regional Director: Effective Date		
12/03/2020		
Establishing Eligible Class Members		
Estimated Due Date	# of Days	Action Required
12/10/2020	7	OFCCP provides Contractor with mailing addresses for Affected Applicants.
01/02/2021	30	Contractor mails first notice to Affected Applicants.
biweekly		Contractor notifies OFCCP of all letters returned as undeliverable.
03/03/2021	60	Within 60 days from the first mailing of the notice, Contractor will provide OFCCP with MS Excel file containing information about undeliverable letters and nonresponsive Affected Applicants.
03/18/2021	15	OFCCP will have 15 days to attempt to identify updated addresses for these individuals and send the list to Contractor.
03/23/2021	5	Contractor sends second mailing within 5 days of receipt of alternative addresses.
06/06/2021	185	Response deadline: Affected Applicants instructed to respond within 185 calendar days from effective date (155 days from initial mailing to respond).
06/21/2021	200	Contractor will send OFCCP list of Eligible Class Members who responded to notices in accordance with the agreement.
07/06/2021	15	OFCCP will approve the Final Class Member List and distribution amounts.
Disbursement of Settlement Fund		
Estimated Due Date	# of Days	Action Required
08/05/2021	30	Within 30 days of OFCCP approving the Final Class Member list, Contractor will disburse the settlement fund.
Varies	7	Contractor will notify OFCCP within 7 calendar days of checks that were returned as undeliverable.
Varies	15	OFCCP has 15 days to provide alternate address to Contractor.
Varies	15	Contractor has 15 days to mail checks with new address provided by OFCCP.
12/03/2021	120	First Check Deadline: Class Members have 120 days after the initial date the check was mailed to cash checks. Any uncashed checks will go back into the settlement fund.
12/18/2021	15	Contractor will make second distribution 15 calendar days after initial checks are void.
02/01/2022	45	Second Check Deadline: Class Members who have been issued second checks have 45 days to cash checks.
Employment		
Estimated Due Date	# of Days	Action Required
02/01/2021	60	Contractor provides revised hiring process to OFCCP.
03/03/2021	90	Contractor provides training documentation to OFCCP.

Progress Reports					
Report #	Days covered by report	Covering (Estimate)		Days to provide report	Estimated Report Due Dates
1	393	12/03/2020	12/31/2021	60	03/01/2022
2	365	01/01/2022	12/31/2022	60	03/01/2023