

## CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

AIR INDUSTRIES COMPANY

### **PART I. PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs ("OFCCP") commenced a compliance evaluation of Air Industries Company's ("CONTRACTOR") establishment located at 12570 Knott Street Garden Grove, California (hereinafter "Air Industries Company") on March 12, 2015 and found that Air Industries Company was not in compliance with the Executive Order 11246, as amended ("E.O. 11246"), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 ("VEVRAA"), and their implementing regulations at 41 C.F.R. Section(s) 60-1, 60-2, 60-3, 60-4, and 60-300. OFCCP notified Air Industries Company of the initial violations found and the corrective actions required in a Notice of Violations issued on June 29, 2017 and a Notice to Show Cause issued on December 8, 2017. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and Air Industries Company enter this contract ("Conciliation Agreement" or "Agreement") and agree to all the terms stated below.

### **PART II. GENERAL TERMS AND CONDITIONS**

1. In exchange for Air Industries Company's fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246 and/or VEVRAA based on the 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 violations described in Part III if Air Industries Company violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Air Industries Company 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. Air Industries Company will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. Air Industries Company understands that nothing in this Agreement relieves Air Industries Company of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment laws.
4. Air Industries Company promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).

5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.
7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day it is signed by the Regional Director of the Pacific Region (the "Effective Date").
9. This Agreement will expire sixty (60) days after Air Industries Company submits the final report required in Part IV-1.D, below, unless OFCCP notifies Air Industries Company in writing prior to the expiration date that Air Industries Company has not fulfilled all of its obligations under the Agreement, in which case, the Agreement is automatically extended until the date that OFCCP determines Air Industries Company has met all of its obligations under the agreement.
10. If Air Industries Company violates this Conciliation Agreement, A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:

If OFCCP believes that Air Industries Company violated any term of the Agreement while it was in effect, OFCCP will send Air Industries Company a written notice stating the alleged violations and summarizing any supporting evidence.

Air Industries Company 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.

If Air Industries Company 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.

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

11. Air Industries Company may be subject to the sanctions set forth in Section 209 of the Executive Order or 41 C.F.R. § 60-300.66 and/or other appropriate relief for violation of this Agreement.
12. This Agreement does not constitute an admission by Air Industries Company of any violation of E.O. 11246, VEVRAA, or other laws, nor has there been an adjudicated finding that Air Industries Company violated any laws.

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

#### **1. COMPENSATION DISCRIMINATION**

- A. Statement of Violation: During 2013 Air Industries Company discriminated against female employees in the Operatives job group based upon gender by paying them less than comparable males, in violation of 41 C.F.R. 60-1.4(a)(1).

B. OFCCP'S Specific Findings: During the compliance review, OFCCP reviewed employment policies, practices, and records; interviewed management, human resources, and non-management employees; examined employee complaints, public disclosure files, litigation dockets and other publicly available information; analyzed individual employee compensation data and other evidence; and conducted an onsite inspection of the worksite. OFCCP also evaluated and analyzed Air Industries Company's compensation system and, through regression and other analysis, found statistically significant pay disparities based upon gender after controlling for legitimate explanatory factors.

Based upon the analysis conducted and the evidence gathered during the compliance evaluation, OFCCP finds that Air Industries Company paid male employees in the Operatives job group at a rate significantly greater than their female counterparts who were equally or more qualified for the Operatives job group. Air Industries Company's compensation practices resulted in unlawful compensation discrimination against female employees based upon gender.

C. Remedy for Affected Class: Air Industries Company will modify its compensation system as necessary in order to eliminate any disparity between males and females in the Operatives job group. Air Industries Company will provide the following "make-whole relief" to the female class members identified in Attachment A:

- 1) Notice: Send notification to the class members identified in Attachment A to inform them of their rights and the potential remedies. Within 60 calendar days of the Effective Date of this Agreement, Air Industries Company must notify the class members of the terms of this Agreement by mailing by first class, return-receipt requested, certified mail to each individual in the affected class the: Notice to Affected Class (Attachment B, "Notice"), and Information Verification Form (Attachment C, "Information Form"), and a postage paid return envelope. Air Industries Company will notify OFCCP of all letters returned as undeliverable 60 days after the response deadline. In addition, within 60 days after expiration of the response deadline set out in the Information Form, Air Industries Company will provide OFCCP with a list of the individuals in the affected class who have not yet responded to the Notice and/or have not returned a signed Information Form. OFCCP will then attempt to obtain and provide updated addresses to Air Industries Company within 15 days of receiving the list from Air Industries Company. Air Industries Company agrees to mail by first class mail a second Notice, Information Form, and postage paid return envelope to all individuals for whom updated addresses were obtained within 60 days of receiving the updated addresses.
- 2) Eligibility: All members of the affected class (listed on Attachment A) who sign and return the Information Form to Air Industries Company within 30 days of the postmarked date on the envelope containing the notice and information form ("Eligible Class Members") will receive a share of the monetary settlement. If an individual receives, but does not return the Information Form to Air Industries Company within 30 calendar days of the postmarked date on the envelope containing the first or second Notice and Information Form, he/she will no longer be entitled to a payment under this Agreement.

Within 60 days after the response deadline set out in the Information Form, Air Industries Company will provide OFCCP with a list of the Eligible Class Members (individuals who returned the Information Form by the deadline). Within 5 calendar days after receiving the list, OFCCP will approve the final list of Eligible Class Members or discuss with Air Industries Company any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

- 3) Monetary Settlement (Back Pay): Air Industries Company agrees to distribute \$117,147, less legal deductions required by law from back pay only (such as federal, state and/ or local taxes and the

Eligible Class Members' share of FICA taxes), to all eligible class members on the final approved list in the amounts listed in Attachment A. Air Industries Company will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail each Eligible Class Member an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. These IRS forms will be mailed at the end of the year. Air Industries Company will disburse the monetary settlement within 60 calendar days after OFCCP approves the final list of Eligible Class Members.

Within 60 calendar days of Air Industries Company's receipt of a check to an Eligible Class Member returned as undeliverable, Air Industries Company will notify OFCCP of this fact via e-mail sent to (b) (7)(E), (b) (6) at (b) (7)(C), (b) (6)@dol.gov. OFCCP will attempt to locate the Eligible Class Member and if OFCCP obtains an alternate address, Air Industries Company will re-mail the check within 60 calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds, Air Industries Company will make a second distribution to all Eligible Class Members who cashed their first check. Any balance remaining after the second distribution and any balance remaining due to uncashed checks will be used set up a fund to be used specifically for training in the area of affirmative action and equal employment and training opportunities for women and minorities.

- 4) **Non-monetary Remedies:** Air Industries Company will ensure that all employees are afforded equal employment opportunities. Air Industries Company agrees to continue or to implement the corrective actions detailed below.
  - (a) **Eliminate Discriminatory Compensation Practices:** Air Industries Company agrees to immediately cease using discriminatory decisions which negatively affects the yearly compensation of female employees in the Operatives job group.
  - (b) **Evaluation:** For the Operatives job group, Air Industries Company will conduct a study to evaluate whether promotion decisions, performance evaluation ratings, procedures for assigning work, the availability of training opportunities, leave policies, steering applicants into low paying jobs, and/or limiting the opportunity to transfer to better jobs have a disproportionately negative effect on the compensation of female employees.
  - (c) **Implement Improved Policies:** Within ninety days, Air Industries Company will develop and write new policies to eliminate all practices that had an adverse effect on the compensation of female employees. Air Industries Company will write and implement procedures to ensure that documents are retained in accordance with 41 C.F.R. 60-1.12(a) and Part 60-3.
  - (d) **Training:** Within ninety days of the development of new policies and procedures referenced in part (c) above, Air Industries Company must train its managers and all other employees involved in determining compensation for Operative positions on all new and revised policies, procedures, and programs developed under Part III-1.C(5)(c) of this Agreement. Air Industries Company must develop as well as implement procedures to ensure proper application and self-monitoring of the revised compensation system.
  - (e) **Self-monitoring/ Auditing.** Air Industries Company will monitor base salary as well as the administration of non-base compensation and benefits and adverse employment actions such

as overtime assignments/pay, merit awards, etc. for any indication of statistically significant disparities based on gender and will investigate and remedy any such inequity that may be established.

## **2. RECORDKEEPING VIOLATION**

- A. Statement of Violation: During the period of January 1, 2014 through December 31, 2015, Air Industries Company failed to adequately record and maintain accurate applicant data and records in violation of 41 C.F.R. 60-1.12.
- B. OFCCP'S Specific Findings: Specifically, Air Industries Company did not collect gender, race and ethnicity data, and did not maintain the records of this information from applicants and employees who desired to be considered for positions. This practice resulted in missing applicant data.
- C. Remedy: Air Industries Company will ensure that its records are collected and maintained in accordance with the requirements of 41 C.F.R. § 60-1.12(a) and Part 60-3. Pursuant to 41 CFR 60-1.12(c), Air Industries Company will implement an applicant tracking system that will allow Air Industries Company to analyze applicant pools for: a) Affirmative action purposes to monitor whether the process is yielding an adequate pool of qualified minority and female applicants; and b) Nondiscrimination purposes to monitor for disparate treatment or unlawful adverse impact in the selection process.

## **3. GOOD FAITH EFFORTS VIOLATION**

- A. Statement of Violation: Air Industries Company failed to develop and execute action-oriented programs designed to correct any problem areas and to attain established goals and objectives as required by 41 CFR § 60-2.16, 60-2.17(b), and 60-2.17(c).
- B. OFCCP'S Specific Findings: Specifically, Air Industries Company identified underutilization but did not demonstrate good faith efforts to recruit qualified African Americans in its Operatives job group.
- C. Remedy: Air Industries Company will demonstrate good faith efforts and document existing, as well as develop and execute additional, action-oriented programs designed to recruit and enhance employment opportunities for African Americans in its Operatives job group. Air Industries Company will:
  - 1. Define the specific minimum education and experience qualifications for each vacant position and utilize the minimum qualifications in all of its recruiting efforts.
  - 2. Ensure that it requests female and minority applicants from community-based organizations and recruitment sources within sufficient time prior to the closing date of each vacancy.
  - 3. Maintain records of all recruitment efforts, referrals, interviews, job offers, salary offers, rejections, and reasons for rejection of persons referred and/or interviewed for every job vacancy. Air Industries Company will maintain each resume and/or application (for all applicants, including internal applicants) for a minimum of two years from the date of making the record or personnel action involved.
  - 4. Designate an official of the company to implement its good faith efforts. If it becomes evident that the action-oriented programs outlined above are not effective in obtaining a significant

number of qualified female and minority applicants, the designated official must develop new strategies to generate an adequate pool of qualified candidates as opportunities occur.

#### **4. AUDIT SYSTEM VIOLATION**

- A. Statement of Violation: During the period of January 1, 2014 through December 31, 2015, Air Industries Company failed to develop and implement an auditing system that periodically measures the effectiveness of its total Executive Order affirmative action program in accordance with the requirements of 41 C.F.R. 60-2.17(d).
- B. OFCCP'S Specific Findings: Specifically, Air Industries Company failed to audit its applicant tracking and employment process, discuss program effectiveness with management and implement solutions of unsatisfactory performance.
- C. Remedy: Air Industries Company will develop and implement an auditing system that periodically measures the effectiveness of its total affirmative action program. These actions include monitoring records of personnel activity to ensure nondiscrimination, internal reporting on a scheduled basis to the degree to which equal employment opportunity and organizational objectives were attained, reviewing report results with all levels of management and advising top management of program effectiveness with recommendations to improve unsatisfactory performance in accordance with 41 C.F.R. 60-2.17(d).

#### **5. MANDATORY JOB LISTING VIOLATION**

- A. Statement of Violation: During the period of January 1, 2014 through December 31, 2015, Air Industries Company failed to immediately list all employment openings with either the state workforce agency job bank or a local employment service delivery system serving the location where the openings occurred in violation of 41 CFR 60-300.5(a)2-6.
- B. OFCCP'S Specific Findings: Air Industries Company could not produce evidence that it listed employment openings with either the state workforce agency job bank or a local employment service delivery system where the openings occurred.
- C. Remedy: Air Industries Company will list all employment openings as they occur with an appropriate employment service delivery system (ESDS) (either the state workforce agency job bank or a local ESDS) where the openings occur, in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to Air Industries Company, as required by 41 CFR 60-300.5(a)2-6 (2014). With its initial listing, and as subsequently needed to update the information, Air Industries Company must also advise the employment service delivery system that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state, and provide the employment service delivery system with the name and address of each of its hiring locations within the state and the contact information for the contractor official responsible for hiring at each location, in accordance with 41 CFR 60-300.5(a)4. Should any of the information in the disclosures change since it was last reported to the ESDS, the contractor shall provide updated information simultaneously with its next job listing.

#### **Part IV. REPORTS REQUIRED**

In order for the OFCCP to monitor compliance with this Agreement, Air Industries Company agrees to submit a Progress Report to the U.S. Department of Labor, OFCCP, Orange Area

Office, 770 The City Drive, Suite 5700, Orange, California 92868-4955. To the maximum extent permitted by law, both parties will treat Attachment A and any Progress Report or information Air Industries Company provides to OFCCP under this Agreement as confidential and privileged. In the event of a Freedom of Information Act ("FOIA") request for any materials or information provided by Air Industries Company to OFCCP pursuant to this Agreement, OFCCP shall promptly notify Air Industries Company of such request in writing.

REPORT DUE DATE

REPORTING PERIOD

180 days from Effective Date of Agreement (EDA)

EDA through 110 days after EDA

### **PROGRESS REPORT**

Air Industries Company agrees to provide the following:

Pursuant to Remedy #1:

- A. Documentary evidence indicative of each Eligible Class Member's receipt of her share of the Financial Settlement funds (the 'check') delivered by Air Industries Company as required by Part III-1.C (1-3) of this Agreement. 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. Acceptable documentary evidence shall be in the form of:
  - 1) A report of the wire transfer to the Eligible Class Member's bank account;
  - 2) Copy of a cancelled check signed by the Eligible Class Member; or
  - 3) A copy of a receipt signed by the Eligible Class Member which serves to verify the Class Eligible Member's receipt of the check.
- B. Within the prescribed timeframes, Air Industries Company must submit copies of all documents and information referenced in Part III-1.C (1-3), including letters returned as undeliverable, a list of individuals in the affected class who have not returned a signed Information Form before the deadline, and the listings of Eligible Class Members.
- C. A copy of the written evaluation of Air Industries Company's practices that have a disproportionately negative effect on the compensation of female employees described in Part III-1.C (5)(b), including the databases and statistical analyses logs used to produce the evaluation.
- D. A copy of the written Revised Compensation Policy described in Part III-1.C (5)(c), and written procedures to ensure that all documents pertaining to compensation decisions are retained in accordance with 41 C.F.R. 60-1.12(a) and Part 60-3.
- E. Documentation that all managers, supervisors, and other personnel involved in making compensation decisions for Operatives have received training on all new and revised policies, procedures, and programs developed under Part III-1.C (5)(c) of this Agreement. The documentation must include the dates of the training, the names and job titles of all attendees, an

outline of the topics discussed during the training, and the name and job title of each person who conducted the training.

Pursuant to Remedies #2-#5:

- A. Documentary evidence indicative of Air Industries Company's listing of all employment openings as they occur with an appropriate employment service delivery system (ESDS) (either the state workforce agency job bank or a local ESDS) where the openings occur, in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to Air Industries Company. Air Industries Company will also provide documentation that it advised the employment service delivery system that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state, and provide the employment service delivery system with the name and address of each of its hiring locations within the state and the contact information for the contractor official responsible for hiring at each location.
- B. Air Industries Company will retain all records and data pertinent to the violations resolved by this Agreement and/ or used to prepare required reports until this Agreement expires or as long as required by OFCCP's regulations, whichever date occurs later (or "whichever time period is longer").

**Part V. SIGNATURES**

This Conciliation Agreement is hereby executed by and between the OFCCP and Air Industries Company.

Date: 12-10-2020

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

John De Splinter  
General Manager  
Air Industries Company

Date: 12/10/2020

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

Jane Suhr  
Regional Director  
Office of Federal Contract Compliance Programs  
Pacific Region

**CONFIDENTIAL  
EXEMPT FROM FOIA DISCLOSURE**

**ATTACHMENT A**

**CLASS MEMBER LIST**

No.	Name	Employee ID	Back Pay Amount
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(b) (7)(C), (b) (6)

## ATTACHMENT B

### NOTICE TO AFFECTED CLASS

Dear [NAME]:

Air Industries Company (“CONTRACTOR”) 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”), , VIETNAM VETERANS READJUSTMENT ASSISTANCE ACT (“VEVRAA”)] that OFCCP found during a compliance review of Air Industries Company’s Garden Grove facility. OFCCP’s analysis showed that during the 2013 calendar year Air Industries Company has paid female Operatives significantly less per year than males with the same job at the same location. Air Industries Company has not admitted to any violation of E.O. 11246 and there has not been any adjudicated finding that Air Industries Company violated any laws. OFCCP and Air Industries Company entered into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as one of the individuals who worked as an Operative. Under the Agreement, you may be eligible to receive a payment [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. This form should be mailed as soon as possible; it *must* be postmarked to the address below no later than [TIME (typically 30-60 days)] after the date this Notice was mailed out (postmarked) for you to be entitled to participate in this settlement:

*(NAME) (POSITION) (CONTRACTOR) (ADDRESS)*

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification Form.

If you have any questions you may call [NAME] at Air Industries Company at [PHONE NUMBER], or OFCCP Compliance Officer (b) (7)(E), (b) (6) at (714) 621- [REDACTED]. Your call will be returned as soon as possible.

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENT(S) TO  
Air Industries Company WITHIN \_\_ DAYS OF THE DATE THE ENVELOPE  
CONTAINING THIS NOTICE WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE  
TO RECEIVE A PAYMENT.**

Sincerely,

*(NAME)*

Enclosures

Information Verification Form

Release of Claims Under Executive Order 11246

**ATTACHMENT C**  
**INFORMATION VERIFICATION FORM**

**You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement (“Agreement”) between Air Industries Company [(“CONTRACTOR”)] and the Department of Labor’s Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

Notify Air Industries Company at the address below if your address or phone number changes within the next twelve months.

\_\_\_\_\_  
For purposes of this settlement, it is necessary to verify your [GENDER and/or RACE]:

Caucasian      African American      Hispanic      Asian      Native American

Male      Female

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

*(NAME)*  
*(ADDRESS)*

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

**ATTACHMENT D**

**RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246**

This Release of Claims under Executive Order 11246 ("Release") is a legal document. The document states that in return for Air Industries Company ("CONTRACTOR") paying you money, you agree that you will not file any lawsuit against Air Industries Company for allegedly violating Executive Order 11246 in its compensation of [INSERT GENDER, RACE OF VICTIMS] [POSITIONS]. It also says that Air Industries Company 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 [INSERT APPROPRIATE AMOUNT/ DESCRIPTION SUCH AS "at least \$ \_\_\_\_\_" OR "a pro rata share of back pay and interest"] (less deductions required by law) by Air Industries Company to me, which I agree is acceptable, I \_\_\_\_\_ agree to the following:

print name

**I .**

I hereby waive, release and forever discharge Air Industries Company, 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 compensation as a [POSITION] on the basis of my {RACE, GENDER, ETC} at any time prior to the date of my signature on this Release.

**II .**

I understand that Air Industries Company denies that it treated me unlawfully or unfairly in any way and that Air Industries Company 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 [INSERT DATE]. I further agree that the payment of the aforesaid sum by Air Industries Company to me is not to be construed as an admission of any liability by Air Industries Company.

**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 V .**

I understand that if I do not sign this Release and return it to [CONTACTOR] [ON OR BEFORE \_\_\_ (DATE)/ WITHIN \_\_\_ DAYS OF THE DATE THE ENVELOPE CONTAINING THIS RELEASE WAS POSTMARKED], I will not be entitled to receive any payment (less deductions required by law) from Air Industries Company.

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

\_\_\_\_\_  
Signature