

CONCILIATION AGREEMENT

Between the

U.S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

And

BSN SPORTS, LLC
INDIANAPOLIS, IN

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the BSN Sports, LLC, Indianapolis IN (BSN) establishment located at 5349 West 76th Street, Indianapolis, IN, 46268-4166, beginning on January 14, 2019. OFCCP found that BSN failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and their respective implementing regulations at 41 C.F.R. §§ 60-1, 60-2, 60-3, 60-300 and 60-741.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and BSN (collectively, the Parties) enter into this Conciliation Agreement (Agreement) which includes all of its attachments, and agree to all the terms therein.

II. General Terms and Conditions

1. In exchange for BSN's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and/or VEVRAA based on the violations described in more detail in Part III below. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if BSN 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 BSN'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. BSN 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 BSN 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. BSN 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. BSN agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
6. BSN and OFCCP 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 OFCCP's Regional Director for the Midwest Region (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 BSN submits its final progress report required in Section VIII, below, unless OFCCP notifies BSN in writing before the expiration date that BSN 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 BSN has met all of its obligations under the Agreement.
11. If BSN violates this Agreement:
 - a. The procedures at 41 C.F.R. § 60-1.34 will govern:
 - i. OFCCP will send BSN a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. BSN 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 BSN is unable to demonstrate that it has not violated the Agreement, or if OFCCP's 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 BSN, 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. BSN may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. § 60-1.27, 41 C.F.R. § 60-741.66, or 41 C.F.R. § 60-300.66, and/or other appropriate relief for violating this Agreement.
- 12. This Agreement does not constitute an admission by BSN or 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 such violation.
- 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 H, 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. Alleged Discrimination Violations

- 1. **VIOLATION:** OFCCP alleges, and BSN denies, that BSN violated the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 section 202 and 41 C.F.R. § 60-1.4(a)(1). OFCCP found a statistically significant disparity, not otherwise explained, in the hiring of the General Production Grouping¹ on the basis of race. OFCCP’s analysis of BSN’s hiring process and selection procedures revealed that during the period of January 14, 2017 through December 10, 2018 (hereinafter “review

¹ The General Production Grouping includes the following production and warehouse job groups: 8.3 Picking; 8.4 Shipping/ Receiving; 8.5 Packing; 8.8 Production Support; 10.2 Embroidery; 10.4 Digital Fusion; and 10.5 Screenprint.

period”) BSN discriminated against black applicants for positions within the General Production Grouping.

2. **VIOLATION:** OFCCP alleges, and BSN denies, that BSN violated the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 section 202 and 41 C.F.R. § 60-1.4(a)(1). OFCCP found a statistically significant disparity, not otherwise explained, in the hiring of the General Production Grouping on the basis of race. OFCCP’s analysis of BSN’s hiring process and selection procedures revealed that during the review period BSN discriminated against white applicants for positions within the General Production Grouping.
3. **VIOLATION:** OFCCP alleges, and BSN denies, that BSN violated the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 section 202 and 41 C.F.R. § 60-1.4(a)(1). OFCCP found a statistically significant disparity, not otherwise explained, in the hiring of the General Production Grouping on the basis of gender. OFCCP’s analysis of BSN’s hiring process and selection procedures revealed that during the review period² BSN discriminated against male applicants for positions within the General Production Grouping.³
4. **VIOLATION:** OFCCP alleges, and BSN denies, that BSN violated the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 section 202 and 41 C.F.R. § 60-1.4(a)(1). OFCCP found a statistically significant disparity, not otherwise explained, in the hiring of Production Artist positions on the basis of gender. OFCCP’s analysis of BSN’s hiring process and selection procedures revealed that during the review period BSN discriminated against male applicants within Production Artist positions.

IV. Financial Remedy

1. Settlement Fund

- a. **Settlement Fund** The settlement fund is a negotiated amount that represents estimated back pay and accrued interest. BSN’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.
- b. **Specific Settlement Fund Amounts.** The total Settlement Fund amount includes \$540,000.00 in back pay and \$60,000.00 interest to resolve specific violations set forth above, as follows:
 - a. **Violation 1:** \$243,870.97 in back pay and \$27,096.77 in interest

² Attachments A through D of this CA identify class members who could be in one or more protected groups identified in this Agreement. As a result, the attachments may differ from the number of listed class members in the corresponding violations.

³ Black males and white males will be remedied as part of the race claim. Other rejected but qualified males will be included in the list identifying male class members.

- b. **Violation 2:** \$239,516.13 in back pay and \$26,612.90 in interest
- c. **Violation 3:** \$39,193.55 in back pay and 4,354.84 in interest
- d. **Violation 4:** \$17,419.35 in back pay and 1,935.49 in interest

2. Allocation

- a. **Total Amount to be Allocated.** The back pay and interest amounts of the Settlement Fund will be distributed among the Eligible Applicants as explained in this Section. Distributed shares 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/FUTA), state or local insurance premiums or taxes.
- b. **Affected Applicants Eligible to Receive Payments.** The Settlement Fund will be distributed to all Affected Applicants (identified in Attachments A - D) who timely and fully respond to the Notice Process as explained below, and whose eligibility is verified (hereinafter, Eligible Applicants). These individuals will be listed on the Final List of Eligible Applicants (Final List). The process of determining the Final List is explained below under Notice Process. All Eligible Applicants are entitled to their share of the monetary settlement regardless of whether they are currently interested in employment with BSN.
- c. **Payments to Eligible Applicants.** OFCCP will provide BSN a list of the payment amount for each Eligible Applicant on the Final List by the date set forth in the Timeline. BSN shall issue checks or make electronic payments to each Eligible Applicant in the stated amount by the date set forth on the Timeline. OFCCP will receive timely documentation of all payments made and any payments returned undelivered or any checks not cashed, as set forth in the Timeline. Any check that remains uncashed 180 days after the initial date the check was mailed to the Eligible Applicant will be void.

With respect to any uncashed checks, BSN will deposit the monies in the name of any Eligible Class Member who did not cash his or her check with the Indiana Unclaimed Property Division (www.indianaunclaimed.gov), in accordance with any and all state and local applicable laws and regulations. No portion of these funds shall revert back, directly or indirectly, to BSN or any affiliate.

- d. **Tax Payments, Forms and Reporting.** BSN shall mail to each Eligible Applicant an IRS Form W-2 for that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be provided to the Eligible Applicant 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.

3. Notice Process

- a. **OFCCP and BSN Obligations under the Notice Process.** The Notice Process set forth in this agreement is intended to provide Affected Applicants a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. This includes providing notice in multiple relevant languages to the affected workers and through multiple channels if appropriate, and providing technical assistance to Affected Applicants seeking information about their rights and obligations under this Agreement. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, BSN and OFCCP will regularly meet and confer in person, by phone/video platform and/or by email on the notice process to determine how best to carry out the Notice Process, and to decide whether any activity, deadline or document should be modified. OFCCP and BSN will not unreasonably withhold consent to reasonable modifications proposed by either party.
- b. **Notice Documents.** BSN shall distribute Notice Documents to Affected Applicants identified in Attachments A - D consistent with the sample Notice Documents contained in Attachments E - G. The Notice Documents include a Notice, Release of Claims and Information Verification and Employment Interest Form. The Notice Documents will make clear the information about the settlement is being provided by or on behalf of the U.S. Department of Labor. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, the parties will meet and confer on any reasonable modifications of the Notice Documents.
- c. **Timeline.** Attachment H sets forth the agreed Timeline for Notice 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.
- d. **Search for Affected Applicants.** OFCCP shall provide BSN with complete contact information in its possession or within its authority to obtain for the Affected Applicants by the date set forth in the Timeline.
- e. **Distribution of Mail Notice to Affected Applicants.** BSN shall provide initial notice by regular first-class mail. BSN shall send copies of all of the Notice Documents as defined above, including a postage-paid return envelope, by first class mail to the best available mailing address for each Affected Applicant (or his/her next of kin or legal representative in the event he/she is deceased), by the date set forth in the Timeline. If envelopes from the initial mail notice are returned with forwarding addresses, BSN will re-mail the Notice Documents within five (5) days of receipt of the forwarding address.

Based on the response to the initial mail notice, the parties will meet and confer by the date set forth in the Timeline to assess the results of the initial mailing and to ensure that the second round of mail notice maximizes the potential response rate. In accordance with the Timeline, BSN will provide OFCCP, in Microsoft Excel, with a list of all class members for both the initial and second mailing that includes the

following: First Name, Last Name, Address Mailed to, City, Zip Code, social security number (if known), delivered or undeliverable, and whether timely responses were made.

If a class member responds to either the first or second mailing and submits an incomplete response (including, but not limited to, one where a Social Security number is not provided), BSN will notify OFCCP by the following Tuesday of each week after receiving the incomplete response, and OFCCP will follow up with that individual to attempt to obtain the missing information. BSN will provide this notification to OFCCP by emailing Compliance Officer (b) (6), (b) (7)(E) at (b) (6), (b) (7)(C)@dol.gov. In that email, BSN will specify the deficiencies and attach an electronic copy of the incomplete paperwork

- f. **Distribution of Notice by Other Means.** BSN shall work with the OFCCP to develop a recommended plan for Notice by other means in addition to first class mail, including, as appropriate, use of email and telephone contact, distribution of information on websites, paid newspaper, web, radio or other advertisement, social media, or in-person community meetings. These other means will be designed to maximize the ability of Affected Applicants to understand their rights and obligations under this Agreement and act upon them. OFCCP will also conduct independent efforts to communicate with Affected Applicants about this Agreement through official U.S. Department of Labor channels and in partnership with community-based organizations.
- g. **Notice Deadline.** The final deadline for any Affected Applicant to respond to the notice is set forth in the Timeline. 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.
- h. **Technical Assistance.** The parties will timely respond to any inquiries from Affected Applicants using information consistent with this Agreement and the Notice Documents and will document all inquiries and the result. OFCCP will provide contact information for individuals to contact OFCCP regarding this Agreement. The Parties will prominently display this contact information on all materials they distribute in paper or online form regarding this Agreement. BSN will provide OFCCP contact information to any Affected Applicant with questions or concerns.
- i. **Exchange of Information Regarding Affected Applicants.** BSN and OFCCP will timely exchange information regarding Affected Applicants, including updated contact information and the results of any technical assistance provided.
- j. **Final List of Eligible Applicants.** The Final List will include all Affected Applicants who timely respond to the Notice by the deadline set forth in the Timeline 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 Applicants 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. BSN will provide to OFCCP any information necessary to determine the Final List.

- k. **Documentation of Payments.** As a part of the first progress report, BSN shall provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Applicants, 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, BSN will provide a similar documentation on the second distribution.
- l. **BSN's Expenses.** BSN shall pay all expenses associated with carrying out its duties pursuant to this Section, from funds separate and apart from the amount designated in this Agreement for the Settlement.

V. Additional Individual Relief - Job Opportunities

- 1. **Description of Job Opportunities.** As vacancies occur in the General Production Grouping and Production Artist positions, BSN shall make bona fide job offers to Eligible Applicants who (1) express an interest in employment in General Production Grouping jobs or the Production Artist position, (2) are not currently employed by BSN and (3) who meet BSN's below-stated job requirements ("Eligible Class Members") until 56 black, 55 white, and 9 male applicants are hired in General Production Grouping positions and 4 male applicants are hired in Production Artist positions or the list of Eligible Class Members is exhausted, whichever occurs first. Eligible Applicants must meet the following job requirements in order to be considered an Eligible Class Member and provided a conditional job offer: (1) complete and submit an updated employment application, (2) be age 18 or over, (3) be eligible to work in the United States, (4) meet qualifications that are required for the General Warehouse Grouping or Production Artist positions, including criminal background screening, and (5) agree to accept wages, work hours, overtime, and shift requirements according to BSN's needs and assignments. No relocation assistance will be offered.
- 2. All Eligible Class Members hired will receive retroactive seniority using the date of their original application as the hire date for the purposes of job retention, vacation eligibility, and layoffs. Until 124 Eligible Class Members are hired, these Eligible Class Members will have priority over all other candidates for hire into General Production and Production Artist positions. As vacancies occur in these positions, BSN shall contact the Eligible Class Members by email or U.S. Mail with a written job offer in the order in which they submitted their Information Verification & Employment Interest Form and Release of Claims Form, or, if the Forms were received on the same day, in the order of their original application date with BSN. If

multiple fully-executed and completed Information Verification & Employment Interest Form and Release Forms are received on the same date, the earliest original application date of the Eligible Class Member will determine the order of employment consideration.

The report-to-work date for Eligible 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 Eligible Class Member must report to work on the day designated or provide BSN notice of good cause for their absence on or before that date. If good cause is provided, the Eligible Class Member must report to work within five (5) days of the original designated start date. Otherwise, BSN may withdraw the job offer and shall be under no obligation to hire the Eligible Class Member under this Agreement, but remains obligated to hire Eligible Class Members until 56 Blacks, 55 Whites, and 9 males in General Production Grouping and 4 males in the Production Artist positions are filled or the list of Eligible Class Members is exhausted, whichever comes first.

The parties agree that BSN's hiring needs vary and are largely dictated by its customers and that this Agreement does not obligate BSN to hire when it has no business need to hire. BSN will make every reasonable effort to prioritize the hiring of Eligible Class Members over all other candidates for General Production and Production Artist positions.

BSN shall pay Eligible Class Members hired under this provision at least the current entry level wage for General Production Grouping and Production Artist positions, and provide all regular and on-the-job training currently provided to employees in that position. Once hired, Eligible Class Members will be subject to the same probationary period, attendance, performance standards, job-bidding requirements, and any other applicable waiting periods as other similarly-situated newly hired General Production Grouping and Production Artist positions at BSN.

3. **Reporting.** BSN shall document the job offers and hires, including job offers made, reasons for rejection, and Eligible Class Members hired and terminated during the monitoring period as set forth in Section VIII, OFCCP Monitoring Period, below.

VI. Modifications to Employment Practices and Other Non-Monetary Relief

BSN shall ensure all applicants are afforded equal employment opportunities. BSN has ceased using any selection procedures, practices, and/or policies which negatively affected the hiring of black, white and male applicants into the General Production Group, and male applicants into the Production Artist position. BSN shall continue to and/or implement the corrective actions detailed below.

1. Revised Hiring Processes

- a. Eliminate Discriminatory Selection Procedures. BSN shall comply with all OFCCP regulations concerning selection and procedures, including 41 C.F.R. Part 60-3. BSN will not use any selection procedure that has an adverse impact, as defined in 41 C.F.R. § 3.4D, on applicants of a particular sex or race unless BSN properly validates the procedure pursuant to these regulations.
- b. Recordkeeping and Retention.
 - i. BSN shall implement procedures to ensure that applicants at BSN are tracked and selection decisions are documented at each step in the hiring process. BSN shall implement procedures to ensure that documents are retained in accordance with 41 C.F.R. §§ 60-1.12(a) and 60-3.
 - ii. Pursuant to 41 C.F.R. § 60-1.12, BSN will ensure its managers properly maintain all records on BSN's revised policies and procedures, including any associated underlying data and information such as human resources information system and payroll data, job applications, applicant and hire data, disposition codes, personnel records, and any other records or data used to generate the required reports.
- c. Training: Within 60 days of the Effective Date of this Agreement, BSN shall provide initial training, and design a system of ongoing training for managers and all staff involved in any step of the hiring process of the General Production Grouping and Production Artist positions. The training shall focus on equal opportunity and fairness in hiring. The training will include (but is not limited to) instructions in: the proper implementation of the recruitment, tracking and selection procedures; neutral application of the specified qualifications and criteria that will be used at each step in the hiring process; procedures to be used to document the decisions made at each step in the hiring process; and the procedures to be used to ensure that documents are retained in accordance with 41 C.F.R. §§ 60-1.12(a) and 60-3. BSN shall maintain a list of employees who attended the training.
- d. Monitoring: BSN shall monitor selection rates at each step of its selection process for positions within the General Production Grouping and Production Artist positions. When it is determined that a selection procedure has an adverse impact, as defined in 41 C.F.R. § 60-3.4D, on the hiring of applicants of a particular race or gender, BSN 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 C.F.R. § 60-3. BSN shall maintain and make available to OFCCP records concerning the impact of the selection process for positions within the General Production Grouping and Production Artists at the Indianapolis, Indiana facility. These records must include the number of persons applied and hired by gender and race and the selection procedures utilized. This information will be maintained until the expiration of this Agreement or as long as required by the regulations, whichever is later.

VII. Technical Violations and Remedies

1. **VIOLATION.** During the period of January 14, 2017 through December 10, 2018, BSN failed to preserve all personnel and employment records made or kept by BSN for a period of not less than two years from the date of a) the making of the record or b) the personnel action involved, whichever occurred later. Specifically, BSN failed to maintain hiring applications, pre-screen forms, and interview notes for all applicants, in accordance with the requirements of 41 C.F.R. § 60-1.12(a-c).

REMEDY: BSN shall preserve all personnel and employment records it makes or keeps in either electronic or hard copy format, including but not limited to all expressions of interest through the internet or related electronic data technologies, records related to internal and/or external databases, physical online applications, completed applicant self-identification forms, resumes, testing materials and interview records, for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later. When a compliance evaluation has been initiated by OFCCP, BSN shall preserve all employment and personnel records beyond the two year period, if applicable, until OFCCP makes a final disposition in the matter.

2. **VIOLATION.** During the period of January 14, 2017 through December 10, 2018 BSN, failed to perform in-depth analyses of its total employment process to determine whether and when impediments to equal employment opportunity exist, as required by 41 C.F.R. § 60-2.17(b). Specifically, BSN had hiring activity that showed statistically significant adverse impact in multiple job groups during the review period and BSN failed to conduct in-depth analyses of the cause of the adverse impact.

REMEDY. BSN shall perform in-depth analyses of its total employment process to determine whether and when impediments to equal employment opportunity exist as required by 41 C.F.R. § 60-2.17(b). Specifically, BSN shall evaluate the individual components of the selection process after determining the total selection process for a job has an adverse impact. BSN shall make this evaluation in accordance with the requirements of 41 C.F.R. § 60.3.4(c).

3. **VIOLATION.** During the period of January 14, 2017 through December 10, 2018, BSN failed to develop and implement an auditing system that periodically measures the effectiveness of its total affirmative action program. Specifically, BSN did not monitor its hiring processes nor did it internally report on or review, with all levels of management, its affirmative action program. This is a violation of 41 C.F.R. § 60-2.17(d).

REMEDY. BSN shall develop and implement an auditing system that will periodically:

- a. Monitor records of all personnel activity, including referrals, placements, transfers, promotions, terminations, and compensation at all levels to ensure the nondiscriminatory policy is carried out;

- b. Require internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained;
- c. Review report results with all levels of management; and
- d. Advise top management of program effectiveness and submit recommendations to improve unsatisfactory performance.

4. **VIOLATION:** During the period of January 14, 2017 through December 10, 2018, BSN failed to keep and preserve all personnel and employment records, in violation of 41 C.F.R. § 60-300.80(b). Specifically, BSN failed to keep the records specified in § 60-300.80(b) for three years.

REMEDY: BSN shall keep and preserve all personnel and employment records, in accordance with 41 C.F.R. § 60-300.80, and shall keep and preserve those records specified in 41 C.F.R. § 60-300.80(b) for a period of three years from the date of making the record.

5. **VIOLATION:** During the period of January 14, 2017 through December 10, 2018, BSN failed to keep and preserve all personnel and employment records, in violation of 41 C.F.R. § 60-741.80(b). Specifically, BSN failed to keep the records specified in § 60-741.80(b) for three years.

REMEDY: BSN shall keep and preserve all personnel and employment records, in accordance with 41 C.F.R. § 60-741.80(b), and shall keep and preserve those records specified in 41 C.F.R. § 60-741.80(b) for a period of three years from the date of making the record.

6. **VIOLATION:** During the period of January 14, 2017 through December 10, 2018, BSN failed to invite applicants to self-identify as a veteran protected by VEVRAA, in violation of 41 C.F.R. § 60-300.42. Specifically, BSN did not invite applicants to self-identify at the pre-offer of employment stage.

REMEDY: BSN shall invite applicants to self-identify as a veteran protected by VEVRAA, as required by 41 C.F.R. § 60-300.42.

Specifically, BSN shall invite applicants for employment, prior to an offer of employment, to voluntarily identify as a protected veteran. Additionally, BSN shall invite applicants for employment, after an offer of employment but before applicants begin their job duties, to voluntarily inform it whether the applicant believes that he or she is a protected veteran. BSN may invite the applicant to also indicate if he or she belongs to one or more of the specific categories of protected veterans, as defined by 41 C.F.R. § 60-300.2(q). All invitations to self-identify as a protected veteran will comply with the requirements of 41 C.F.R. § 60-300.42(c). BSN will keep all self-identification information confidential to the extent required and will maintain it in a separate data analysis file, rather than in personnel or medical files, in accordance with 41 C.F.R. § 60-300.42(e).

7. **VIOLATION:** During the period of January 14, 2017 through December 10, 2018, BSN failed to invite its employees and applicants for employment to voluntarily self-identify as an individual with a disability, using the OMB-approved form for this purpose, in violation of 41 C.F.R. § 60-741.42. Specifically, BSN failed to invite employees and applicants to self-identify at the pre-offer stage and post-offer stage by failing to use the OMB approved form.

REMEDY: BSN shall invite both its applicants for employment and its employees, to voluntarily self-identify as an individual with a disability, in accordance with 41 C.F.R. § 60-741.42. All invitations to self-identify must be made using the OMB-approved form for this purpose (available on the OFCCP website).

Specifically, BSN will invite each of its applicants for employment, prior to an offer of employment, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability, as that term is defined in 41 C.F.R. § 60-741.2(g)(1)(i) or (ii). BSN will also invite each of its applicants for employment, after an offer of employment has been made and before the applicant begins work, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability. In addition, during the first year it is subject to this requirement, BSN will invite each of its employees to voluntarily self-identify as an individual with a disability, and then extend this invitation again at five year intervals thereafter. At least once during each interval, BSN will remind its employees they may voluntarily update their disability-related self-identification information at any time. BSN will keep all self-identification information confidential and maintain it in a separate data analysis file, rather than in its personnel or medical files, in accordance with 41 C.F.R. § 60-741.42(e).

VIII. OFCCP Monitoring Period

1. **Recordkeeping.** BSN will retain all records relevant to the violations cited in Sections III and VII 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. BSN shall retain the records until this

Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. Contractor Reports

a. **Schedule and Instructions.** BSN shall furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

- i. **Progress Report 1:** Will be due 13 months after the Effective Date of the Agreement and will cover the timeframe from the Effective Date of this Agreement through twelve months after the Effective Date.
- ii. **Progress Report 2:** Will be due 12 months after the first report covering the period of the 13th month through the 24th month.

BSN shall submit reports to David A. Smith, Assistant District Director, OFCCP, 46 E. Ohio St., Rm 419, Indianapolis, IN 46204 or (b) (6), (b) (7)(C)@dol.gov. BSN 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 BSN provides in accordance with this agreement are customarily kept private or closely-held, and the BSN believes should remain confidential under in the event of a Freedom of Information Act (FOIA) request, BSN 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 permitted by law.

b. **Reports on Job Offers.** In each Progress Report, BSN will report on all job offers and hires made to date pursuant to the Agreement until all of the job opportunities for the reviewed establishment are filled or the list of Eligible Class Members expressing interest in the positions is exhausted. This includes:

- i. Documentation of all job offers made to Eligible Class Members, including the names of individuals offered jobs, the date of their application, the date of the offer, the date the offer was accepted or rejected, and the starting pay.
- ii. Documentation of Eligible Class Members who expressed interest in job offers who did not successfully complete the application process, including the names of these individuals, the date of their application, if any, and the reason BSN determined they did not successfully complete the application process. This includes individuals who did not receive job offers because all available positions were filled.
- iii. Documentation of Eligible Class Members who were hired and terminated during the life of this Agreement and the reason for the termination.

- iv. Documentation of the number of available positions remaining to be filled and the number of Eligible Class Members still on the list.
 - v. Documentation of the start dates for Eligible Class Members who were hired.
 - vi. If BSN has not filled all of the positions specified in this Agreement by the Progress Report date, documentation of the reason(s) this action is not complete and the good faith efforts being taken and planned for the next reporting period to complete it.
 - vii. If BSN fails to meet its hiring obligations under this Agreement by the close of the Monitoring Period, OFCCP reserves its rights under Section II, Paragraphs 9 and 10 of this Agreement to extend the monitoring period or to pursue enforcement remedies.
- c. **Affirmative Action Programs.** BSN shall submit its current year AAP narratives for E.O. 11246, Section 503, and VEVRAA with the first and second Progress Report.
- d. **Reports on Modifications to Personnel Practices.** BSN shall report on all modifications of personnel practices and provide documentation of its compliance with the remedy provisions of this Agreement. If any of the relevant documents such as job postings or policies have not been modified since being provided during a prior reporting period, a statement to that effect is sufficient. The reports must include:
- i. No later than 90 days from Effective Date, BSN must submit a copy of its revised applicant and hiring processes, as stated in Part VI and VII.
 - ii. No later than 90 days from Effective Date, BSN must submit documentation that all managers, supervisors and other personnel involved in recruiting, selecting, tracking applicants, or placing new hires for General Production Grouping and Production Artist positions at the Indianapolis, Indiana establishment have been trained on the hiring process. The documentation will include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed in the training, and the name and job title of each person who conducted the training, as stated in Part VI and VII.
 - iii. BSN must provide revised self-identification forms for race, gender, veterans, and individuals with disabilities to OFCCP no later than 90 days from the Effective Date.
 - iv. Within the prescribed timeframes, BSN must submit all documents and information referenced in Part IV - VIII.

e. **Reports on Hiring Activity and Analysis.** In each Progress Report, BSN will report on all employment activity in the General Production Grouping and Production Artist positions. This includes:

- i. The total number of applicants and hires into the General Production Grouping and Production Artist positions, and the breakdown by race and gender of applicants and hires during the reporting period including the position they were hired into, including all temporary, part-time, full time and seasonal workers.
- ii. The total number of terminations for the General Production Group and Production Artist positions, and the breakdown by race and gender and voluntary or involuntary status.
- iii. For General Production Group and Production Artist positions, the results of BSN's analysis as to whether its total selection process has adverse impact, as defined in 41 C.F.R. § 60-3.4D, on those members of groups set forth in 41 C.F.R. § 60-3.4B. (For purposes of the adverse impact analysis, BSN must not include hires made of Eligible Class Members pursuant to this Agreement in that analysis);
- iv. For each case in which the total selection process has an adverse impact, as defined in 41 C.F.R. § 60-3.4D, the results of BSN's evaluation of the individual components of the selection process for adverse impact;
- v. The actions taken by BSN upon determining that any component of the selection process has an adverse impact on members of groups set forth in Part III above;
- vi. The in-depth analyses performed by BSN pursuant to item iii and iv above.

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 once OFCCP accepts BSN's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify BSN in writing within sixty (60) days of the date of the final progress report that BSN has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies BSN within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines BSN has met all of its obligations under the Agreement.

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IX. SIGNATURES

The person signing this Agreement on behalf of BSN personally warrants that he or she is fully authorized to do so, that BSN has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on BSN. This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and BSN Sports in Indianapolis, IN 46268-4166.

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

Trent Smith
Plant Director of Operations
BSN Sports, LLC Indianapolis IN
Indianapolis, IN 46268-4166

DATE: 12/7/2020

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

Carmen Navarro
OFCCP Regional Director
Midwest Region

DATE: 12/11/2020

Attachments:

- A. List of Affected Black General Production Class Members
- B. List of Affected White General Production Class Members
- C. List of Affected Male General Production Class Members
- D. List of Affected Male Production Artist Class Members
- E. Notice Documents
- F. Information Verification & Employment Interest Form
- G. Release of Claims
- H. Timeline

ATTACHMENT A - LIST OF AFFECTED BLACK GENERAL PRODUCTION CLASS MEMBERS

Name	Gender	Race	Name	Gender	Race
(b) (6), (b) (7)(C)	Male	Black	(b) (6), (b) (7)(C)	Female	Black
	Female	Black		Female	Black
	Male	Black		Female	Black
	Male	Black		Female	Black
	Male	Black		Male	Black
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	Male	Black		Female	Black

ATTACHMENT A - LIST OF AFFECTED BLACK GENERAL PRODUCTION CLASS MEMBERS

Name	Gender	Race	Name	Gender	Race
(b) (6), (b) (7)(C)	Male	Black	(b) (6), (b) (7)(C)	Female	Black
	Female	Black		Female	Black
	Female	Black		Female	Black
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	Male	Black		Male	Black

ATTACHMENT A - LIST OF AFFECTED BLACK GENERAL PRODUCTION CLASS MEMBERS

Name	Gender	Race
(b) (6), (b) (7)(C)	Male	Black
	Male	Black
	Male	Black
	Male	Black
	Male	Black
	Female	Black
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Name	Gender	Race
(b) (6), (b) (7)(C)	Male	Black
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	Female	Black
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	Female	Black
	Female	Black

ATTACHMENT A - LIST OF AFFECTED BLACK GENERAL PRODUCTION CLASS MEMBERS

Name	Gender	Race	Name	Gender	Race
(b) (6), (b) (7)(C)	Female	Black	(b) (6), (b) (7)(C)	Male	Black
	Female	Black		Female	Black
	Male	Black		Female	Black
	Male	Black		Female	Black
	Male	Black		Male	Black
	Female	Black		Male	Black
	Female	Black		Female	Black
	Male	Black		Male	Black
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	Male	Black		Male	Black
	Female	Black		Male	Black
	Male	Black		Female	Black
	Male	Black		Female	Black

ATTACHMENT A - LIST OF AFFECTED BLACK GENERAL PRODUCTION CLASS MEMBERS

Name	Gender	Race	Name	Gender	Race
(b) (6), (b) (7)(C)	Female	Black	(b) (6), (b) (7)(C)	Male	Black
	Male	Black		Male	Black
	Female	Black		Male	Black
	Male	Black		Male	Black
	Female	Black		Male	Black
	Male	Black		Male	Black
	Male	Black		Female	Black
	Male	Black		Male	Black
	Female	Black		Male	Black
	Female	Black		Female	Black
	Male	Black		Male	Black
	Female	Black		Male	Black
	Male	Black		Female	Black
	Female	Black		Female	Black
	Female	Black		Male	Black
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	Male	Black		Male	Black
	Male	Black		Female	Black
	Female	Black		Male	Black
	Male	Black		Male	Black
	Female	Black		Female	Black
	Male	Black		Female	Black
	Male	Black		Female	Black
	Male	Black		Male	Black

ATTACHMENT A - LIST OF AFFECTED BLACK GENERAL PRODUCTION CLASS MEMBERS

Name	Gender	Race	Name	Gender	Race
(b) (6), (b) (7)(C)	Female	Black	(b) (6), (b) (7)(C)	Female	Black
	Male	Black		Male	Black
	Male	Black		Female	Black
	Male	Black		Male	Black
	Female	Black		Male	Black
	Female	Black		Male	Black
	Male	Black		Male	Black
	Female	Black		Male	Black
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	Female	Black		Male	Black
	Male	Black		Male	Black
	Female	Black		Female	Black
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	Male	Black		Female	Black
	Male	Black		Female	Black
	Male	Black		Male	Black
	Male	Black		Female	Black
	Male	Black		Male	Black
	Female	Black		Male	Black
	Male	Black		Male	Black

ATTACHMENT A - LIST OF AFFECTED BLACK GENERAL PRODUCTION CLASS MEMBERS

Name	Gender	Race	Name	Gender	Race
(b) (6), (b) (7)(C)	Male	Black	(b) (6), (b) (7)(C)	Male	Black
	Male	Black		Male	Black
	Male	Black		Male	Black
	Male	Black		Male	Black
	Male	Black		Male	Black
	Female	Black		Female	Black
	Male	Black		Male	Black
	Male	Black		Male	Black
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	Female	Black		Male	Black
	Male	Black		Male	Black
	Male	Black		Female	Black
	Male	Black		Male	Black
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	Female	Black		Female	Black
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	Male	Black		Male	Black
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	Female	Black		Male	Black
	Male	Black		Male	Black
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	Female	Black		Male	Black
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	Male	Black		Female	Black
	Female	Black		Female	Black
	Female	Black		Male	Black
	Male	Black		Male	Black
	Male	Black		Female	Black

ATTACHMENT A - LIST OF AFFECTED BLACK GENERAL PRODUCTION CLASS MEMBERS

Name	Gender	Race	Name	Gender	Race
(b) (6), (b) (7)(C)	Male	Black	(b) (6), (b) (7)(C)	Male	Black
	Female	Black		Male	Black
	Male	Black		Male	Black
	Female	Black		Female	Black
	Male	Black		Female	Black
	Female	Black		Male	Black
	Male	Black		Female	Black
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	Male	Black		Female	Black
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	Male	Black		Male	Black

ATTACHMENT A - LIST OF AFFECTED BLACK GENERAL PRODUCTION CLASS MEMBERS

Name	Gender	Race	Name	Gender	Race
(b) (6), (b) (7)(C)	Male	Black	(b) (6), (b) (7)(C)	Female	Black
	Female	Black		Male	Black
	Male	Black		Male	Black
	Male	Black		Male	Black
	Male	Black		Female	Black
	Female	Black		Female	Black
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	Male	Black		Female	Black

ATTACHMENT A - LIST OF AFFECTED BLACK GENERAL PRODUCTION CLASS MEMBERS

Name	Gender	Race
(b) (6), (b) (7)(C)	Female	Black
	Male	Black
	Male	Black
	Female	Black
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Name	Gender	Race
(b) (6), (b) (7)(C)	Female	Black
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	Female	Black
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ATTACHMENT A - LIST OF AFFECTED BLACK GENERAL PRODUCTION CLASS MEMBERS

[illegible]

Name	Gender	Race
(b) (6), (b) (7)(C)	Female	Black
	Male	Black
	Male	Black
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ATTACHMENT A - LIST OF AFFECTED BLACK GENERAL PRODUCTION CLASS MEMBERS

Name	Gender	Race
(b) (6), (b) (7)(C)	Female	Black
	Male	Black
	Male	Black
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Name	Gender	Race
(b) (6), (b) (7)(C)	Male	Black
	Male	Black
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	Female	Black
	Female	Black
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	Female	Black

ATTACHMENT A - LIST OF AFFECTED BLACK GENERAL PRODUCTION CLASS MEMBERS

Name	Gender	Race	Name	Gender	Race
(b) (6), (b) (7)(C)	Male	Black	(b) (6), (b) (7)(C)	Female	Black
	Female	Black		Female	Black
	Female	Black		Female	Black
	Female	Black		Male	Black
	Female	Black		Female	Black
	Male	Black		Male	Black
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	Male	Black		Male	Black

ATTACHMENT A - LIST OF AFFECTED BLACK GENERAL PRODUCTION CLASS MEMBERS

Name	Gender	Race	Name	Gender	Race
(b) (6), (b) (7)(C)	Female	Black	(b) (6), (b) (7)(C)	Male	Black
	Female	Black		Female	Black
	Male	Black		Male	Black
	Male	Black		Male	Black
	Male	Black		Female	Black
	Male	Black		Female	Black
	Male	Black		Male	Black
	Female	Black		Female	Black
	Male	Black		Male	Black
	Male	Black		Male	Black
	Male	Black		Male	Black
	Male	Black		Female	Black
	Male	Black		Female	Black
	Male	Black		Male	Black
	Female	Black		Male	Black
	Female	Black		Female	Black
	Female	Black		Male	Black
	UNKNOWN	Black		Female	Black
	Male	Black		Male	Black
	Male	Black		Female	Black
	Male	Black		Male	Black
	Male	Black		Male	Black
	Male	Black		Male	Black
	Male	Black		Male	Black
	Female	Black		Female	Black
	Male	Black		Male	Black
	Female	Black		Female	Black
	Male	Black		Female	Black
	Female	Black		Male	Black
	Male	Black		Female	Black
	Male	Black		Male	Black
	Male	Black		Male	Black
	Male	Black		Male	Black
	Male	Black		Female	Black
	Male	Black		Male	Black
	Male	Black		Male	Black
	Female	Black		Female	Black
	Male	Black		Male	Black
	Male	Black		Female	Black
	Male	Black		Male	Black
	Female	Black		Male	Black

ATTACHMENT A - LIST OF AFFECTED BLACK GENERAL PRODUCTION CLASS MEMBERS

Name	Gender	Race	Name	Gender	Race
(b) (6), (b) (7)(C)	Female	Black	(b) (6), (b) (7)(C)	Male	Black
	Female	Black		Male	Black
	Male	Black		Male	Black
	Male	Black		Female	Black
	Male	Black		Male	Black
	Female	Black		Male	Black
	Male	Black		Female	Black
	Male	Black		Female	Black
	Male	Black		Male	Black
	Male	Black		Female	Black
	Male	Black		Male	Black
	Male	Black		Male	Black
	Female	Black		Female	Black
	Male	Black		Female	Black
	Male	Black		Female	Black
	Male	Black		Male	Black
	Female	Black		Male	Black
	Female	Black		Male	Black
	Male	Black		Male	Black
	Male	Black		Female	Black
	Male	Black		Male	Black
	Female	Black		Female	Black
	Male	Black		Female	Black
	Female	Black		Female	Black
	Male	Black		Female	Black
	Male	Black		Female	Black
	Male	Black		Female	Black
	Female	Black		Female	Black
	Female	Black		Male	Black
	Female	Black		Female	Black
	Male	Black		Female	Black
	Male	Black		Female	Black
	Male	Black		Male	Black
	Female	Black		Male	Black
	Female	Black		Male	Black
	Male	Black		Male	Black
	Male	Black		Female	Black
	Female	Black		Male	Black
	Male	Black		Female	Black
	Male	Black		Female	Black
	Male	Black		Male	Black

ATTACHMENT A - LIST OF AFFECTED BLACK GENERAL PRODUCTION CLASS MEMBERS

Name	Gender	Race	Name	Gender	Race
(b) (6), (b) (7)(C)	Male	Black	(b) (6), (b) (7)(C)	Male	Black
	Male	Black		Male	Black
	Male	Black		Male	Black
	Male	Black		Male	Black
	Male	Black		Female	Black
	Male	Black		Female	Black
	Male	Black		Female	Black
	Male	Black		Male	Black
	Female	Black		Male	Black
	Male	Black		Male	Black
	Male	Black		Female	Black
	Male	Black		Male	Black
	Female	Black		Male	Black
	Male	Black		Female	Black
	Male	Black		Female	Black
	Female	Black		Male	Black
	Female	Black		Female	Black
	Male	Black		Male	Black
	Male	Black		Male	Black
	Female	Black		Male	Black
	Female	Black		Male	Black
	Female	Black		Male	Black
	Female	Black		Female	Black
	Male	Black		Male	Black
	Female	Black		Male	Black
	Male	Black		Male	Black
	Female	Black		Male	Black
	Male	Black		Female	Black
	Female	Black		Male	Black
	Male	Black		Female	Black
	Female	Black		Female	Black
	Male	Black		Male	Black
	Male	Black		Male	Black
	Female	Black		Male	Black
	Male	Black		Female	Black
	Male	Black		Male	Black
	Female	Black		Female	Black
	Male	Black		Male	Black
	Female	Black		Male	Black
	Male	Black		Male	Black
	Male	Black		Male	Black

ATTACHMENT A - LIST OF AFFECTED BLACK GENERAL PRODUCTION CLASS MEMBERS

Name	Gender	Race	Name	Gender	Race
(b) (6), (b) (7)(C)	Male	Black	(b) (6), (b) (7)(C)	Female	Black
	Female	Black		Male	Black
	Male	Black		Male	Black
	Male	Black		Male	Black
	Female	Black		Female	Black
	Male	Black		Male	Black
	Male	Black		Female	Black
	Female	Black		Male	Black
	Female	Black		Male	Black
	Male	Black		Female	Black
	Female	Black		Female	Black
	Male	Black		Female	Black
	Female	Black		Male	Black
	Male	Black		Female	Black
	Female	Black		Female	Black
	Male	Black		Female	Black
	Male	Black		Male	Black
	Male	Black		Male	Black
	Male	Black		Male	Black
	Female	Black		Male	Black
	Female	Black		Male	Black
	Male	Black		Female	Black
	Female	Black		Male	Black
	Female	Black		Male	Black
	Male	Black		Male	Black
	Female	Black		Female	Black
	Male	Black		Female	Black
	Female	Black		Male	Black
	Female	Black		Female	Black
	Female	Black		Male	Black
	Male	Black		Female	Black
	Female	Black		Male	Black
	Male	Black		Male	Black
	Female	Black		Female	Black
	Male	Black		Female	Black
	Female	Black		Female	Black
	Male	Black		Female	Black
	Male	Black		Female	Black
	Male	Black		Female	Black
	Female	Black		Male	Black

ATTACHMENT A - LIST OF AFFECTED BLACK GENERAL PRODUCTION CLASS MEMBERS

Name	Gender	Race	Name	Gender	Race
(b) (6), (b) (7)(C)	Male	Black	(b) (6), (b) (7)(C)	Female	Black
	Female	Black		Male	Black
	Male	Black		Female	Black
	Male	Black		Male	Black
	Male	Black		Female	Black
	Female	Black		Male	Black
	Female	Black		Male	Black
	Male	Black		Male	Black
	Female	Black		Male	Black
	Male	Black		Male	Black
	Male	Black		Male	Black
	Male	Black		Male	Black
	Female	Black		Male	Black
	Male	Black		Female	Black
	Male	Black		Male	Black
	Male	Black		Female	Black
	Female	Black		Female	Black
	Male	Black		Male	Black
	Male	Black		Male	Black
	Female	Black		Male	Black
	Male	Black		Male	Black
	Male	Black		Female	Black
	Female	Black		Female	Black
	Female	Black		Male	Black
	Female	Black		Male	Black
	Male	Black		Female	Black
	Male	Black		Female	Black
	Female	Black		Female	Black
	Male	Black		Male	Black
	Male	Black		Female	Black
	Male	Black		Female	Black
	Male	Black		Male	Black
	Male	Black		Female	Black
	Male	Black		Male	Black
	Male	Black		Female	Black
	Male	Black		Male	Black
	Male	Black		Female	Black
	Female	Black		Male	Black
	Male	Black		Male	Black

ATTACHMENT A - LIST OF AFFECTED BLACK GENERAL PRODUCTION CLASS MEMBERS

Name	Gender	Race	Name	Gender	Race
(b) (6), (b) (7)(C)	Male	Black	(b) (6), (b) (7)(C)	Female	Black
	Female	Black		Male	Black
	Female	Black		Male	Black
	Male	Black		Male	Black
	Female	Black		Male	Black
	Female	Black		Female	Black
	Female	Black		Male	Black
	Male	Black		Female	Black
	Male	Black		Male	Black
	Male	Black		Male	Black
	Female	Black		Male	Black
	Male	Black		Male	Black
	Male	Black		Female	Black
	Male	Black		Male	Black
	Female	Black		Male	Black
	Female	Black		Female	Black
	Male	Black		Male	Black
	Male	Black		Female	Black
	Male	Black		Male	Black
	Male	Black		Male	Black
	Male	Black		Male	Black
	Male	Black		Male	Black
	Male	Black		Male	Black
	Male	Black		Male	Black
	Male	Black		Male	Black
	Male	Black		Male	Black
	Male	Black		Male	Black
	Male	Black		Male	Black
	Male	Black		Male	Black
	Male	Black		Female	Black
	Male	Black		Male	Black
	Male	Black		Male	Black
	Male	Black		Male	Black
	Male	Black		Female	Black
	Male	Black		Male	Black
	Male	Black		Male	Black
	Female	Black		Female	Black
	Female	Black		Female	Black
	Female	Black		Male	Black
	Male	Black		Male	Black
	Female	Black		Male	Black
	Female	Black		Female	Black
	Female	Black		Female	Black
	Male	Black		Male	Black
	Male	Black		Male	Black

ATTACHMENT A - LIST OF AFFECTED BLACK GENERAL PRODUCTION CLASS MEMBERS

Name	Gender	Race	Name	Gender	Race
(b) (6), (b) (7)(C)	Female	Black	(b) (6), (b) (7)(C)	Male	Black
	Female	Black		Male	Black
	Male	Black		Male	Black
	Female	Black		Male	Black
	Male	Black		Female	Black
	Male	Black		Female	Black
	Female	Black		Male	Black
	Male	Black		Male	Black
	Male	Black		Female	Black
	Male	Black		Female	Black
	Male	Black		Male	Black
	Male	Black		Female	Black
	Male	Black		Male	Black
	Female	Black		Male	Black
	Female	Black		Male	Black
	Female	Black		Female	Black
	Male	Black		Male	Black
	Male	Black		Female	Black
	Male	Black		Male	Black
	Female	Black		Male	Black
	Male	Black		Male	Black
	Female	Black		Male	Black
	Male	Black		Female	Black
	Male	Black		Female	Black
	Male	Black		Male	Black
	Female	Black		Male	Black
	Female	Black		Male	Black
	Male	Black		Male	Black
	Male	Black		Female	Black
	Male	Black		Female	Black
	Female	Black		Male	Black
	Male	Black		Male	Black
	Male	Black		Male	Black
	Male	Black		Female	Black
	Female	Black		Female	Black
	Male	Black		Male	Black
	Male	Black		Female	Black
	Male	Black		Male	Black
	Female	Black		Male	Black
	Male	Black		Male	Black
	Female	Black		Male	Black

ATTACHMENT A - LIST OF AFFECTED BLACK GENERAL PRODUCTION CLASS MEMBERS

[illegible]

ATTACHMENT A - LIST OF AFFECTED BLACK GENERAL PRODUCTION CLASS MEMBERS

Name	Gender	Race	Name	Gender	Race
(b) (6), (b) (7)(C)	Female	Black	(b) (6), (b) (7)(C)	Female	Black
	Male	Black		Male	Black
	Female	Black		Female	Black
	Female	Black		Male	Black
	Male	Black		Female	Black
	Female	Black		Female	Black
	Male	Black		Female	Black
	Male	Black		Male	Black
	Male	Black		Male	Black
	Male	Black		Female	Black
	Male	Black		Female	Black
	Female	Black		Male	Black
	Male	Black		Male	Black
	Male	Black		Male	Black
	Male	Black		Female	Black
	Female	Black		Male	Black
	Male	Black		Female	Black
	Male	Black		Female	Black
	Male	Black		Male	Black
	Female	Black		Male	Black
	Male	Black			
	Female	Black			
	Female	Black			
	Male	Black			
	Female	Black			
	Female	Black			
	Female	Black			
	Male	Black			
	Female	Black			
	Male	Black			
	Male	Black			
	Female	Black			
	Female	Black			
	Male	Black			
	Male	Black			
	Male	Black			
	Female	Black			
	Female	Black			
	Female	Black			
	Female	Black			
	Female	Black			
	Female	Black			
	Male	Black			

ATTACHMENT A - LIST OF AFFECTED BLACK GENERAL PRODUCTION CLASS MEMBERS

Name	Gender	Race	Name	Gender	Race
(b) (6), (b) (7)(C)	Male	Black			
	Female	Black			
	Female	Black			
	Female	Black			
	Female	Black			
	Male	Black			
	Female	Black			
	Female	Black			
	Female	Black			
	Female	Black			
	Male	Black			

ATTACHMENT B - LIST OF AFFECTED WHITE GENERAL PRODUCTION CLASS MEMBERS

Name	Gender	Race	Name	Gender	Race
(b) (6), (b) (7)(C)	Male	White	(b) (6), (b) (7)(C)	Male	White
	Female	White		Female	White
	Male	White		Female	White
	Male	White		Male	White
	Female	White		Male	White
	Female	White		Female	White
	Male	White		Male	White
	Female	White		Male	White
	Female	White		Male	White
	Male	White		Male	White
	Female	White		Female	White
	Female	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Female	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Female	White
	Female	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Female	White
	Male	White		Female	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Female	White		Male	White
	Male	White		Male	White
	Female	White		Male	White
	Male	White		Male	White
	Female	White		Male	White
	Male	White		Male	White
	Female	White		Male	White
	Female	White		Male	White
	Male	White		Male	White
	Female	White		Male	White

ATTACHMENT B - LIST OF AFFECTED WHITE GENERAL PRODUCTION CLASS MEMBERS

Name	Gender	Race	Name	Gender	Race
(b) (6), (b) (7)(C)	Male	White	(b) (6), (b) (7)(C)	Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Female	White		Male	White
	Male	White		Male	White
	Male	White		Female	White
	Male	White		Male	White
	Female	White		Male	White
	Male	White		Male	White
	Female	White		Female	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Female	White
	Male	White		Female	White
	Female	White		Male	White
	Female	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Female	White
	Male	White		Male	White
	Male	White		Female	White
	Male	White		Female	White
	Female	White		Male	White
	Male	White		Male	White
	Male	White		Female	White
	Male	White		Female	White
	Male	White		UNKNOWN	White
	Male	White		Male	White
	Male	White		Female	White
	Male	White		Male	White
	Male	White		Male	White
	Female	White		Female	White
	Female	White		Male	White
	Female	White		Male	White
	Male	White		Female	White

ATTACHMENT B - LIST OF AFFECTED WHITE GENERAL PRODUCTION CLASS MEMBERS

Name	Gender	Race	Name	Gender	Race
(b) (6), (b) (7)(C)	Male	White	(b) (6), (b) (7)(C)	Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Female	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Female	White		Male	White
	Male	White		Male	White
	Female	White		Male	White
	Female	White		Male	White
	Male	White		Male	White
	Male	White		Female	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Female	White
	Female	White		Male	White
	Male	White		Male	White
	Male	White		Female	White
	Male	White		Female	White
	Female	White		Male	White
	Male	White		Male	White
	Female	White		Male	White
	Female	White		Female	White
	Male	White		Female	White
	Female	White		Male	White
	Female	White		Male	White
	Female	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Female	White		Female	White
	Male	White		Male	White
	Female	White		Male	White
	Female	White		Male	White
	Male	White		Female	White
	Male	White		Female	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White

ATTACHMENT B - LIST OF AFFECTED WHITE GENERAL PRODUCTION CLASS MEMBERS

Name	Gender	Race	Name	Gender	Race
(b) (6), (b) (7)(C)	Male	White	(b) (6), (b) (7)(C)	Female	White
	Male	White		Female	White
	Male	White		Male	White
	Male	White		Male	White
	Female	White		Female	White
	Female	White		Female	White
	Male	White		Male	White
	Female	White		Female	White
	Male	White		Female	White
	Male	White		Male	White
	Female	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Female	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Female	White		Male	White
	Male	White		Female	White
	Female	White		Male	White
	Male	White		Female	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Female	White		Male	White
	Female	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Female	White		Male	White
	Female	White		Female	White
	Male	White		Male	White
	Male	White		Female	White
	Female	White		Male	White
	Female	White		Female	White

ATTACHMENT B - LIST OF AFFECTED WHITE GENERAL PRODUCTION CLASS MEMBERS

[illegible]

ATTACHMENT B - LIST OF AFFECTED WHITE GENERAL PRODUCTION CLASS MEMBERS

Name	Gender	Race	Name	Gender	Race
(b) (6), (b) (7)(C)	Male	White	(b) (6), (b) (7)(C)	Female	White
	Female	White		Female	White
	Male	White		Male	White
	Female	White		Male	White
	Male	White		Male	White
	Female	White		Female	White
	Male	White		Female	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Female	White
	Male	White		Female	White
	Male	White		Female	White
	Male	White		Female	White
	Male	White		Male	White
	Male	White		Male	White
	Female	White		Male	White
	Male	White		Female	White
	Female	White		Male	White
	Female	White		Male	White
	Male	White		Female	White
	Male	White		Male	White
	Male	White		Female	White
	Female	White		Male	White
	Female	White		Male	White
	Female	White		Male	White
	Female	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Female	White		Male	White
	Male	White		Male	White
	Male	White		Female	White
	Male	White		Female	White
	Male	White		Male	White
	Female	White		Female	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Female	White		Male	White
	Male	White		Female	White

ATTACHMENT B - LIST OF AFFECTED WHITE GENERAL PRODUCTION CLASS MEMBERS

Name	Gender	Race	Name	Gender	Race
(b) (6), (b) (7)(C)	Male	White	(b) (6), (b) (7)(C)	Male	White
	Male	White		Female	White
	Female	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Female	White		Male	White
	Male	White		Female	White
	Female	White		Female	White
	Male	White		Male	White
	Male	White		Male	White
	Female	White		Male	White
	Female	White		Male	White
	Male	White		Female	White
	Female	White		Female	White
	Male	White		Male	White
	Female	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Female	White
	Male	White		Female	White
	Female	White		Male	White
	Male	White		Male	White
	Female	White		Female	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Female	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Female	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Female	White		Female	White
	Female	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Female	White		Male	White
	Female	White		Male	White

ATTACHMENT B - LIST OF AFFECTED WHITE GENERAL PRODUCTION CLASS MEMBERS

Name	Gender	Race	Name	Gender	Race
(b) (6), (b) (7)(C)	Male	White	(b) (6), (b) (7)(C)	Male	White
	Male	White		Female	White
	Male	White		Male	White
	Female	White		Female	White
	Male	White		Female	White
	Male	White		Male	White
	Male	White		Female	White
	Female	White		Male	White
	Female	White		Female	White
	Male	White		Male	White
	Female	White		Male	White
	Male	White		Female	White
	Male	White		Female	White
	Female	White		Female	White
	Male	White		Male	White
	Female	White		Male	White
	Female	White		Male	White
	Male	White		Female	White
	Male	White		Female	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Female	White		Male	White
	Male	White		Male	White
	Female	White		Female	White
	Male	White		Male	White
	Male	White		Female	White
	Male	White		Female	White
	Male	White		Male	White
	Female	White		Female	White
	Female	White		Female	White
	Male	White		Male	White
	Female	White		Male	White
	Male	White		Male	White
	Female	White		Male	White
	Female	White		Male	White
	Female	White		Female	White
	Male	White		Female	White
	Female	White		Male	White
	Male	White		Male	White

ATTACHMENT B - LIST OF AFFECTED WHITE GENERAL PRODUCTION CLASS MEMBERS

Name	Gender	Race	Name	Gender	Race
(b) (6), (b) (7)(C)	Male	White	(b) (6), (b) (7)(C)	Male	White
	Female	White		Male	White
	Male	White		Male	White
	Female	White		Male	White
	Male	White		Male	White
	Female	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Female	White		Female	White
	Male	White		Male	White
	Male	White		Female	White
	Female	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Female	White		Female	White
	Male	White		Male	White
	Female	White		Male	White
	Male	White		Female	White
	Male	White		Female	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Female	White		Male	White
	Male	White		Female	White
	Male	White		Male	White
	Male	White		Female	White
	Female	White		Male	White
	Male	White		Male	White
	Female	White		Female	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Female	White		Female	White
	Female	White		Male	White
	Male	White		Male	White
	Female	White		Female	White
	Male	White		Male	White
	Female	White		Female	White
	Male	White		Male	White
	Female	White		Female	White

ATTACHMENT B - LIST OF AFFECTED WHITE GENERAL PRODUCTION CLASS MEMBERS

Name	Gender	Race	Name	Gender	Race
(b) (6), (b) (7)(C)	Male	White	(b) (6), (b) (7)(C)	Female	White
	Male	White		Male	White
	Male	White		Male	White
	Female	White		Male	White
	Male	White		Female	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Female	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Female	White		Female	White
	Male	White		Female	White
	Female	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Female	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Female	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Female	White		Male	White
	Female	White		Female	White
	Male	White		Female	White
	Female	White		Female	White
	Male	White		Male	White
	Male	White		Male	White
	Female	White		Male	White
	Male	White		Female	White
	Male	White		Male	White
	Male	White		Male	White
	Female	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White

ATTACHMENT B - LIST OF AFFECTED WHITE GENERAL PRODUCTION CLASS MEMBERS

Name	Gender	Race	Name	Gender	Race
(b) (6), (b) (7)(C)	Male	White	(b) (6), (b) (7)(C)	Female	White
	Male	White		Female	White
	Female	White		Male	White
	Male	White		Male	White
	Female	White		Male	White
	Male	White		Male	White
	Male	White		Female	White
	Male	White		Male	White
	Female	White		Female	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Female	White		Male	White
	Male	White		Male	White
	Female	White		Female	White
	Male	White		Male	White
	Female	White		Male	White
	Male	White		Male	White
	Female	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Female	White		Male	White
	Female	White		Female	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Female	White
	Male	White		Female	White
	Male	White		Male	White
	Female	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Female	White
	Male	White		Male	White

ATTACHMENT B - LIST OF AFFECTED WHITE GENERAL PRODUCTION CLASS MEMBERS

Name	Gender	Race	Name	Gender	Race
(b) (6), (b) (7)(C)	Female	White	(b) (6), (b) (7)(C)	Female	White
	Male	White		Male	White
	Male	White		Female	White
	Male	White		Female	White
	Male	White		Female	White
	Female	White		Female	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Female	White		Female	White
	Male	White		Female	White
	Male	White		Female	White
	Female	White		Female	White
	Female	White		Female	White
	Male	White		Male	White
	Female	White		Female	White
	Male	White		Female	White
	Female	White		Male	White
	Male	White		Female	White
	Male	White		Male	White
	Female	White		Male	White
	Female	White		Male	White
	Male	White		Female	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Female	White
	Male	White		Male	White
	Male	White		Female	White
	Male	White		Male	White
	Male	White		Female	White
	Female	White		Female	White
	Female	White		Male	White
	Male	White		Female	White
	Male	White		Male	White
	Male	White		Female	White
	Female	White		Male	White
	Male	White		Male	White
	Male	White		Female	White
	Female	White		Male	White

ATTACHMENT B - LIST OF AFFECTED WHITE GENERAL PRODUCTION CLASS MEMBERS

Name	Gender	Race	Name	Gender	Race
(b) (6), (b) (7)(C)	Male	White	(b) (6), (b) (7)(C)	Female	White
	Male	White		Male	White
	Female	White		Male	White
	Male	White		Male	White
	Male	White		Female	White
	Female	White		Female	White
	Female	White		Male	White
	Male	White		Female	White
	Female	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Female	White		Male	White
	Female	White		Male	White
	Male	White		Male	White
	Male	White		Female	White
	Male	White		Female	White
	Male	White		Male	White
	Male	White		Male	White
	Female	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Female	White		Female	White
	Male	White		Male	White
	Male	White		Male	White
	Female	White		Male	White
	Male	White		Female	White
	Male	White		Female	White
	Male	White		Male	White
	Male	White		Male	White
	Female	White		Male	White
	Male	White		Male	White
	Female	White		Male	White
	Male	White		Female	White
	Male	White		Male	White
	Male	White		Female	White
	Male	White		Male	White
	Male	White		Female	White
	Male	White		Male	White
	Male	White		Male	White

ATTACHMENT B - LIST OF AFFECTED WHITE GENERAL PRODUCTION CLASS MEMBERS

Name	Gender	Race	Name	Gender	Race
(b) (6), (b) (7)(C)	Male	White	(b) (6), (b) (7)(C)	Female	White
	Male	White		Female	White
	Female	White		Female	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Female	White
	Male	White		Male	White
	Female	White		Male	White
	Male	White		Male	White
	Female	White		Female	White
	Female	White		Male	White
	Female	White		Male	White
	Female	White			
	Male	White			
	Male	White			
	Male	White			
	Male	White			
	Male	White			
	Male	White			
	Female	White			
	Female	White			
	Male	White			
	Male	White			
	Male	White			
	Male	White			
	Female	White			
	Female	White			
	Female	White			
	Male	White			
	Male	White			
	Male	White			
	Female	White			
	Female	White			
	Female	White			
	Male	White			
	Female	White			
	Male	White			
	Female	White			
	Male	White			

ATTACHMENT B - LIST OF AFFECTED WHITE GENERAL PRODUCTION CLASS MEMBERS

Name	Gender	Race	Name	Gender	Race
(b) (6), (b) (7)(C)	Male	White			
	Male	White			
	Male	White			
	Male	White			
	Female	White			
	Male	White			
	Female	White			
	Male	White			
	Male	White			
	Female	White			
	Male	White			
	Male	White			
	Male	White			

ATTACHMENT C - LIST OF AFFECTED MALE GENERAL PRODUCTION CLASS MEMBERS

Name	Gender	Race
(b) (6), (b) (7)(C)	Male	Asian
	Male	Asian
	Male	Asian
	Male	Asian
	Male	Indian
	Male	UNKNOWN
	Male	Two or More
	Male	Indian
	Male	Asian
	Male	Two or More
	Male	UNKNOWN
	Male	UNKNOWN
	Male	Two or More
	Male	Two or More
	Male	UNKNOWN
	Male	Two or More
	Male	Two or More
	Male	Two or More
	Male	Pacific
	Male	UNKNOWN
	Male	Two or More
	Male	UNKNOWN
	Male	Two or More
	Male	UNKNOWN
	Male	Two or More
	Male	UNKNOWN
	Male	UNKNOWN
	Male	Two or More
	Male	Two or More
	Male	UNKNOWN
	Male	Two or More
	Male	UNKNOWN
	Male	UNKNOWN
	Male	Pacific
	Male	Two or More
	Male	UNKNOWN
	Male	UNKNOWN
	Male	Two or More
	Male	Asian
	Male	UNKNOWN
	Male	Two or More
	Male	UNKNOWN
	Male	Two or More

Name	Gender	Race
(b) (6), (b) (7)(C)	Male	UNKNOWN
	Male	Asian
	Male	Two or More
	Male	Two or More
	Male	Two or More
	Male	Two or More
	Male	UNKNOWN
	Male	UNKNOWN
	Male	Two or More
	Male	UNKNOWN
	Male	Two or More
	Male	UNKNOWN
	Male	Two or More
	Male	Asian
	Male	Asian
	Male	Two or More
	Male	UNKNOWN
	Male	Two or More
	Male	Two or More
	Male	Asian
	Male	UNKNOWN
	Male	Asian
	Male	UNKNOWN
	Male	Two or More
	Male	Two or More
	Male	Two or More
	Male	Two or More
	Male	Two or More
	Male	Two or More
	Male	Two or More
	Male	UNKNOWN
	Male	Two or More
	Male	UNKNOWN
	Male	Two or More
	Male	Two or More
	Male	Two or More

ATTACHMENT C - LIST OF AFFECTED MALE GENERAL PRODUCTION CLASS MEMBERS

Name	Gender	Race	Name	Gender	Race
(b) (6), (b) (7)(C)	Male	Two or More	(b) (6), (b) (7)(C)	Male	Two or More
	Male	Two or More		Male	Asian
	Male	UNKNOWN		Male	UNKNOWN
	Male	Two or More		Male	Two or More
	Male	Two or More		Male	UNKNOWN
	Male	Pacific		Male	Two or More
	Male	Two or More		Male	Two or More
	Male	Asian		Male	UNKNOWN
	Male	UNKNOWN		Male	UNKNOWN
	Male	UNKNOWN		Male	Two or More
	Male	Two or More		Male	Asian
	Male	Two or More		Male	Asian
	Male	Two or More		Male	Asian
	Male	Two or More		Male	Asian
	Male	Two or More		Male	Two or More
	Male	Two or More		Male	Two or More
	Male	Two or More		Male	UNKNOWN
	Male	UNKNOWN		Male	Two or More
	Male	Two or More		Male	Two or More
	Male	UNKNOWN		Male	UNKNOWN
	Male	Asian		Male	UNKNOWN
	Male	UNKNOWN		Male	UNKNOWN
	Male	UNKNOWN		Male	UNKNOWN
	Male	UNKNOWN		Male	Pacific
	Male	Asian		Male	Two or More
	Male	UNKNOWN		Male	Two or More
	Male	Asian		Male	Asian
	Male	Asian		Male	UNKNOWN
	Male	UNKNOWN		Male	Asian
	Male	Two or More		Male	UNKNOWN
	Male	UNKNOWN		Male	UNKNOWN
	Male	UNKNOWN		Male	UNKNOWN
	Male	Two or More		Male	UNKNOWN
	Male	Two or More		Male	UNKNOWN
	Male	UNKNOWN		Male	UNKNOWN
	Male	UNKNOWN		Male	UNKNOWN
	Male	Two or More		Male	UNKNOWN
	Male	Two or More		Male	Two or More
	Male	Two or More		Male	UNKNOWN
	Male	UNKNOWN		Male	Two or More
	Male	Pacific		Male	UNKNOWN
	Male	Two or More		Male	Two or More
	Male	UNKNOWN		Male	Asian

ATTACHMENT C - LIST OF AFFECTED MALE GENERAL PRODUCTION CLASS MEMBERS

Name	Gender	Race	Name	Gender	Race
(b) (6), (b) (7)(C)	Male	Two or More	(b) (6), (b) (7)(C)	Male	Asian
	Male	Two or More		Male	UNKNOWN
	Male	UNKNOWN		Male	UNKNOWN
	Male	Two or More		Male	Two or More
	Male	Two or More			
	Male	Two or More			
	Male	Two or More			
	Male	UNKNOWN			
	Male	Two or More			
	Male	Two or More			
	Male	UNKNOWN			
	Male	Two or More			
	Male	Two or More			
	Male	Asian			
	Male	Two or More			
	Male	UNKNOWN			
	Male	UNKNOWN			
	Male	Two or More			
	Male	Two or More			
	Male	UNKNOWN			
	Male	Asian			
	Male	UNKNOWN			
	Male	Asian			
	Male	Two or More			
	Male	Asian			
	Male	Asian			
	Male	Two or More			
	Male	UNKNOWN			
	Male	UNKNOWN			
	Male	UNKNOWN			
	Male	Pacific			
	Male	Two or More			
	Male	Two or More			
	Male	UNKNOWN			
	Male	UNKNOWN			
	Male	Two or More			
	Male	UNKNOWN			
	Male	Two or More			
	Male	Asian			
	Male	UNKNOWN			
	Male	UNKNOWN			
	Male	UNKNOWN			
	Male	UNKNOWN			

ATTACHMENT D - LIST OF AFFECTED MALE PRODUCTION ARTIST CLASS MEMBERS

Name	Gender	Race
(b) (6), (b) (7)(C)	Male	White
	Male	White
	Male	White
	Male	Hispanic
	Male	White
	Male	White
	Male	White
	Male	White
	Male	Asian
	Male	White
	Male	White
	Male	White
	Male	White
	Male	White
	Male	White
	Male	Two or More
	Male	Hispanic
	Male	White
	Male	UNKNOWN
	Male	White
	Male	Indian
	Male	White
	Male	White
	Male	Indian
	Male	White
	Male	White
	Male	Black
	Male	White
	Male	White
	Male	White
	Male	White
	Male	White
	Male	White
	Male	White
	Male	White
	Male	White
	Male	White
	Male	White
	Male	White
	Male	Black
	Male	White
	Male	White
	Male	Two or More
	Male	White
	Male	White

Name	Gender	Race
(b) (6), (b) (7)(C)	Male	White
	Male	White
	Male	White
	Male	Hispanic
	Male	White
	Male	UNKNOWN
	Male	White
	Male	White
	Male	White
	Male	White
	Male	Black
	Male	White
	Male	White
	Male	White
	Male	White
	Male	White
	Male	White
	Male	White
	Male	White
	Male	White
	Male	White
	Male	Black
	Male	White
	Male	White
	Male	Black
	Male	Black
	Male	White
	Male	UNKNOWN
	Male	White
	Male	White
	Male	Hispanic
	Male	UNKNOWN
	Male	White
	Male	White
	Male	White
	Male	White
	Male	Black
	Male	White
	Male	White
	Male	White

ATTACHMENT D - LIST OF AFFECTED MALE PRODUCTION ARTIST CLASS MEMBERS

Name	Gender	Race
(b) (6), (b) (7)(C)	Male	White
	Male	White
	Male	White
	Male	White
	Male	White
	Male	White
	Male	White
	Male	White
	Male	White
	Male	White
	Male	White
	Male	White
	Male	White
	Male	White
	Male	White
	Male	White
	Male	White
	Male	White
	Male	White
	Male	White
	Male	Black
	Male	Hispanic
	Male	Black
	Male	White
	Male	White
	Male	White
	Male	Black
	Male	Black
	Male	Hispanic
	Male	White
	Male	White
	Male	White
	Male	Black
	Male	White
	Male	White
	Male	Two or More
	Male	White
	Male	White
	Male	Black
	Male	Black
	Male	White
	Male	White
	Male	White
	Male	White

Name	Gender	Race
(b) (6), (b) (7)(C)	Male	White
	Male	White
	Male	White
	Male	White
	Male	White
	Male	White
	Male	White
	Male	Black
	Male	White
	Male	White
	Male	White
	Male	Two or More
	Male	Black
	Male	Two or More
	Male	White
	Male	White
	Male	White
	Male	White
	Male	White
	Male	White
	Male	White
	Male	Black
	Male	White
	Male	Black
	Male	White
	Male	Asian
	Male	Two or More
	Male	Two or More
	Male	Black
	Male	Black
	Male	White
	Male	White
	Male	White
	Male	Two or More
	Male	White
	Male	White
	Male	White
	Male	White
	Male	White
	Male	White
	Male	Hispanic
	Male	White

ATTACHMENT D - LIST OF AFFECTED MALE PRODUCTION ARTIST CLASS MEMBERS

Name	Gender	Race	Name	Gender	Race
(b) (6), (b) (7)(C)	Male	White	(b) (6), (b) (7)(C)	Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	Black
	Male	Black		Male	White
	Male	Black		Male	White
	Male	White		Male	Hispanic
	Male	Hispanic		Male	White
	Male	White		Male	White
	Male	White		Male	Black
	Male	White		Male	Black
	Male	White		Male	Black
	Male	White		Male	White
	Male	White		Male	Hispanic
	Male	White		Male	White
	Male	White		Male	Black
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	Asian
	Male	UNKNOWN		Male	UNKNOWN
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	Black
	Male	UNKNOWN		Male	White
	Male	White		Male	White
	Male	Black		Male	Hispanic
	Male	White		Male	UNKNOWN
	Male	White		Male	Two or More
	Male	White		Male	White
	Male	Black		Male	Black
	Male	Black		Male	White
	Male	Black		Male	White
	Male	Indian		Male	White
	Male	White		Male	Hispanic
	Male	White		Male	Black
	Male	White		Male	White
	Male	White		Male	Two or More
	Male	White		Male	Two or More
	Male	White		Male	White
	Male	Pacific		Male	White
	Male	White		Male	Black

ATTACHMENT D - LIST OF AFFECTED MALE PRODUCTION ARTIST CLASS MEMBERS

Name	Gender	Race	Name	Gender	Race
(b) (6), (b) (7)(C)	Male	Black	(b) (6), (b) (7)(C)	Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	Black
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	White		Male	White
	Male	Black		Male	White
	Male	Two or More		Male	White
	Male	White			
	Male	White			
	Male	White			
	Male	White			
	Male	White			
	Male	White			
	Male	Black			
	Male	White			
	Male	White			
	Male	White			
	Male	White			
	Male	Two or More			
	Male	White			
	Male	White			
	Male	White			
	Male	Black			
	Male	White			
	Male	White			
	Male	Black			
	Male	White			
	Male	White			
	Male	Two or More			
	Male	Black			
	Male	White			
	Male	White			
	Male	White			
	Male	Asian			
	Male	White			
	Male	Black			
	Male	White			

ATTACHMENT E – GENERAL PRODUCTION GROUPING

NOTICE TO AFFECTED CLASS

Dear [name]:

BSN Sports, LLC (BSN) 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), as amended, Section 503 of the Rehabilitation Act (Section 503), as amended, Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA), as amended, that OFCCP found during a compliance review of BSN's Indianapolis, Indiana facility.

OFCCP's analysis of BSN's hiring process and selection procedures revealed that during the period of January 14, 2017 through December 10, 2018 (Review Period) BSN discriminated against black, white, and male applicants for General Production positions. OFCCP found that there was a disparity in the hiring of General Production positions based on race and gender. OFCCP and BSN entered into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as an individual who applied for a General Production position during that time period, but was not hired.

As part of this Agreement, you are eligible to receive a distribution of at least \$[XXX] less lawful payroll deductions. Under the terms of this Agreement it may take up to [number] months from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification and Employment Interest Form and Release of Claims Form. The form(s) should be mailed as soon as possible to the address below. **In order for you to be eligible to participate in the settlement, your documents must be received by [insert date by which class members must respond].**

[Name]
[Position]
[Contractor]
[Address]

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification and Employment Interest Form and Release of Claims Form.

In addition to the monetary distribution, BSN will be making job offers for General Production positions to a limited number of individuals receiving this notification. It is not certain that you will receive a job offer. If you are still interested in employment with BSN, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for General Production positions in the order that BSN receives the Information Verification and Employment Interest Form expressing an interest in

employment. All individuals hired pursuant to this Agreement will be provided with retroactive seniority for purposes of benefits. If you have any questions you may call [name] at [BSN] at [phone number], or OFCCP Compliance Officer (b) (6), (b) (7)(E) at (b) (6), (b) (7)(C). Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO BSN BY [insert date by which class members must respond], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Sincerely,

[Name]

Enclosures

Information Verification and Employment Interest Form

Release of Claims Form

ATTACHMENT E – PRODUCTION ARTIST

NOTICE TO AFFECTED CLASS

Dear [name]:

BSN Sports, LLC (BSN) 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), as amended, Section 503 of the Rehabilitation Act (Section 503), as amended, Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA), as amended, that OFCCP found during a compliance review of BSN's Indianapolis, Indiana facility.

OFCCP's analysis of BSN's hiring process and selection procedures revealed that during the period of January 14, 2017 through December 10, 2018 (Review Period) BSN discriminated against male applicants for Production Artist positions. OFCCP found that there was a disparity in the hiring of Production Artist positions based on gender. OFCCP and BSN entered into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as an individual who applied for a Production Artist position during that time period, but was not hired.

As part of this Agreement, you are eligible to receive a distribution of at least \$[XXX] less lawful payroll deductions. Under the terms of this Agreement it may take up to [number] months from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification and Employment Interest Form and Release of Claims Form. The form(s) should be mailed as soon as possible to the address below. **In order for you to be eligible to participate in the settlement, your documents must be received by [insert date by which class members must respond].**

[Name]
[Position]
[Contractor]
[Address]

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification and Employment Interest Form and Release of Claims Form.

In addition to the monetary distribution, BSN will be making job offers for Production Artist positions to a limited number of individuals receiving this notification. It is not certain that you will receive a job offer. If you are still interested in employment with BSN, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for Production Artist positions in the order that BSN receives the Information Verification and Employment Interest Form expressing an interest in employment. All individuals hired pursuant to this Agreement will be provided with retroactive

seniority for purposes of benefits. If you have any questions you may call [name] at [BSN] at [phone number], or OFCCP Compliance Officer (b) (6), (b) (7)(E) at (b) (6), (b) (7)(C) Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO BSN BY [insert date by which class members must respond], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Sincerely,

[Name]

Enclosures

Information Verification and Employment Interest Form

Release of Claims Form

ATTACHMENT F – GENERAL PRODUCTION

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

You must complete this form in order to be eligible for the monetary payment and/or employment opportunities under the terms of the Conciliation Agreement (“Agreement”) between BSN 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: _____

Email: _____

Notify BSN at the address below if your address, email address or phone number changes within the next twelve months.

Your Social Security Number (to be used for tax purposes only): _____ - _____ - _____

Please indicate below whether you are currently interested in employment in one of the following production positions with BSN: Picking, Shipping/ Receiving, Packing, Production Support, Embroidery, Digital Fusion, and Screenprint. If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

☐ Yes, I am interested in employment with BSN in one of the above production positions. I understand that I must meet the following job requirements in order to be considered for a conditional job offer: (1) complete and submit an updated employment application, (2) be age 18 or over, (3) be eligible to work in the United States, (4) meet qualifications that are required for a production position, including criminal background screening, and (5) agree to accept wages, work hours, overtime, and shift requirements according to BSN’s needs and assignments. No relocation assistance will be offered.

☐ No, I am not interested in employment with BSN in one of the above production positions.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO

THE ADDRESS BELOW BY **[date class members must respond]**, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

[Name]
[Address]

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

Signature

Date

ATTACHMENT – PRODUCTION ARTIST

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

You must complete this form in order to be eligible for the monetary payment and/or employment opportunities under the terms of the Conciliation Agreement ("Agreement") between BSN 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: _____

Email: _____

Notify BSN at the address below if your address, email address or phone number changes within the next twelve months.

Your Social Security Number (to be used for tax purposes only): _____ - _____ - _____

Please indicate below whether you are currently interested in employment in a Production Artist position with BSN. If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

☐ Yes, I am still interested in employment with BSN as a Production Artist. I understand that I must meet the following Production Artist job requirements in order to be considered for a conditional job offer: (1) complete and submit an updated employment application, (2) be age 18 or over, (3) be eligible to work in the United States, (4) meet qualifications that are required for a Production Artist position, including criminal background screening, and (5) agree to accept wages, work hours, overtime, and shift requirements according to BSN's needs and assignments. No relocation assistance will be offered.

☐ No, I am not currently interested in employment with BSN as a Production Artist.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO

THE ADDRESS BELOW BY *[date class members must respond]*, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

[Name]
[Address]

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

Signature

Date

ATTACHMENT G – GENERAL PRODUCTION

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246, AS AMENDED

This Release of Claims (Release) under Executive Order 11246, as amended, is a legal document. This document states that in return for BSN Sports, LLC (BSN) paying you money, you agree that you will not file any lawsuit against BSN for allegedly violating Executive Order 11246, as amended, in connection with its selection procedures for applicants for General Production positions. It also says that BSN does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

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

I.

I hereby waive, release and forever discharge BSN, 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 had which relate to my nonselection for employment in a General Production position on the basis of my race and/or gender at any time through the effective date of this Release. By signing this agreement, 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 nonselection with BSN through the Effective Date of this Release.

II.

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

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 BSN.

IN WITNESS WHEREOF, I have signed this document on this ____ day of _____, 20__.

Printed Name

Signature

ATTACHMENT G – PRODUCTION ARTIST

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246, AS AMENDED

This Release of Claims (Release) under Executive Order 11246, as amended, is a legal document. This document states that in return for BSN Sports, LLC (BSN) paying you money, you agree that you will not file any lawsuit against BSN for allegedly violating Executive Order 11246, as amended, in connection with its selection procedures for applicants for Production Artist positions. It also says that BSN does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

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

I.

I hereby waive, release and forever discharge BSN, 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 had which relate to my nonselection for employment in a Production Artist position on the basis of my gender at any time through the effective date of this Release. By signing this agreement, 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 nonselection with BSN through the Effective Date of this Release.

II.

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

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 BSN.

IN WITNESS WHEREOF, I have signed this document on this ____ day of _____, 20__.

Printed Name

Signature