

**Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
Crown Equipment Corporation
2000 Dobbs Farm Road
Kinston, North Carolina 28504**

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Crown Equipment Corporation establishment located at 2000 Dobbs Farm Road, Kinston, North Carolina 28504 ("Crown"), beginning on February 11, 2019. Based on the evaluation, OFCCP is alleging that Crown was not in compliance with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), and its implementing regulations at Title 41 C.F.R Chapter 60.

In the interest of resolving the preliminary findings without engaging in further legal proceedings, and in exchange for sufficient and valuable consideration described in this document, OFCCP and Crown enter into this Conciliation Agreement ("Agreement") and its attachments, and the parties agree to all the terms therein.

The attachments to this Agreement are deemed incorporated into this Agreement.

II. General Terms and Conditions

1. In exchange for Crown's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended ("Section 503"), and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974 ("VEVRAA") based on the preliminary findings alleged. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Crown 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 Crown'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. Crown 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. This Agreement does not constitute an admission by Crown of any violation of or noncompliance with E.O. 11246, Section 503, VEVRAA and their implementing regulations at 41 C.F.R. Part 60, nor has there been an adjudicated finding that Crown violated E.O. 11246, Section 503, VEVRAA and their implementing regulations at 41 C.F.R. Part 60.

4. Nothing in this Agreement relieves Crown 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.
5. Crown 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.
6. Crown 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.
7. Crown and OFCCP ("the parties") understand the terms of this Agreement and enter into it voluntarily.
8. 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.
9. This Agreement becomes effective on the day it is signed by the Acting Southeast Regional Director ("Effective Date").
10. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
11. This Agreement will expire sixty (60) days after Crown submits its final progress report required in Part VII, below, unless OFCCP notifies Crown in writing before the expiration date that Crown 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 Crown has met all of its obligations under the Agreement.
12. If Crown violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send Crown a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Crown 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 Crown 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 Crown, 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. Crown may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, and/or other appropriate relief for violating this Agreement.
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, Office of Federal Contract Compliance Programs.
15. Each party shall bear its own fees and expenses with respect to this matter.
16. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
17. All references to "days" in this Agreement, and in the Timeline included as Attachment B, are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

III. Preliminary Findings

OFCCP alleges that it has preliminarily found that during the period of January 1, 2018 through December 31, 2018, at its Kinston, NC facility, Crown was not in compliance with the nondiscrimination requirements of the equal employment opportunity clause of E.O. 11246 § 202 and 41 C.F.R. § 60-1.4(a)(1). Specifically, OFCCP's analyses revealed there was a statistically significant hiring disparity adverse to 49 black applicants for the Assembly Pallet position when compared to similarly qualified white applicants. OFCCP alleges that the disparity resulted in a statistical shortfall of 4 black hires for Assembly Pallet positions.

IV. Financial Remedy

1. Settlement Fund.

- a. **Specific Settlement Fund Amount.** In the interest of resolution, Crown agrees to pay the total Settlement Fund amount of \$85,000.00 (\$72,250.00 in back pay and \$12,750.00 in interest) to resolve the alleged preliminary findings set forth above. The Settlement Fund is a negotiated amount that represents estimated back pay and accrued interest. Crown'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. Crown will be responsible for any banking account fees for the Settlement Fund Account.

b. Allocation

1. **Total Amount to be Allocated.** The back pay and interest amounts of the Settlement Fund will be distributed among all Affected Applicants (the individuals identified in Attachment A) who timely respond to the Notice Process as explained below, and whose eligibility is verified (hereinafter, "Eligible Applicants"). Individual shares will be subject to appropriate deductions for each Eligible Applicant's share of payroll deductions required by law on the portion representing back pay only, such as federal (FICA/Federal Unemployment Tax Act (FUTA), state or local insurance premiums or taxes.
2. **Affected Applicants Eligible to Receive Payments.** The Settlement Fund will be distributed to all Eligible Applicants as defined above. These individuals will be listed on the Final List of Eligible Applicants ("Final List"). The process of determining the Final List is explained below in the Notice Process. OFCCP will determine the final amount of the Settlement Fund to be distributed to each Eligible Applicant based on the formula or other terms provided in this Agreement. All Eligible Applicants are entitled to their share of the monetary settlement regardless of whether they are currently interested in employment with Crown.
3. **Payments to Eligible Applicants.** OFCCP will provide Crown a list of the payment amount for each Eligible Applicant identified on the Final List by the date set forth on the Timeline. Crown will issue checks or make electronic payments to each Eligible Applicant in the stated amount by the date set forth on the Timeline (the "First Distribution"). Crown will provide OFCCP with timely documentation of all payments made in the First Distribution, and any payments returned undelivered or any checks not cashed, by the date set forth on the Timeline. Any check to an Eligible Applicant that remains uncashed 120 days after the date on the check will be void.

With respect to any uncashed amounts from the Settlement Fund after the First Distribution, Crown will make a second distribution of checks to all Eligible Applicants who cashed their first check, with each second check containing an equal amount of the remaining uncashed amounts from the Settlement Fund (the

“Second Distribution”). Any second check issued to an Eligible Applicant that remains uncashed 120 days after the date on the second check will be void. Crown will provide OFCCP with timely documentation of all second checks issued to Eligible Applicants in the Second Distribution, as well as any uncashed second checks, by the date set forth on the Timeline.

With respect to any uncashed amounts from the Settlement Fund after the Second Distribution, Crown will use the remaining amount towards staff training on its OFCCP obligations.

4. **Tax Payments, Forms and Reporting.** Crown will pay Crown’s share of social security withholdings, and any other tax payments required by law from additional funds separate from the Settlement Fund. Crown 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 Applicants either at the time of payment, electronically or with the settlement checks, or at the end of the year. No Eligible Applicant will be required to complete a W-4 or W-9 in order to receive payments under this settlement.

2. Notice Process

- a. **OFCCP and Crown’s Obligations under the Notice Process.** The Notice Process as 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. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, Crown and OFCCP will confer by phone and/or by email on the Notice Process to determine how best to carry out the Notice provisions of this Agreement, and to decide whether any activity, deadline or document should be modified. OFCCP and Crown agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
- b. **Notice Documents.** By the date specified in the Timeline, Crown will distribute the Notice Documents contained in Attachment C, to the Affected Applicants identified in Attachment A. The Notice Documents include a Notice, Information Verification and Employment Interest Form, and Release of Claims Form. The Notice Documents will make it clear the information about the settlement is being provided by or on behalf of the U.S. Department of Labor.
- c. **Timeline.** Attachment B sets forth the agreed Timeline for Notice and for the parties’ other obligations under this Agreement. The parties will confer on any reasonable modifications to the Timeline proposed by either party.
- d. **Distribution of Mail and Notice to Affected Applicants.** Crown will provide initial notice to Affected Applicants of their rights and obligations regarding this Agreement by regular first-class mail. Crown will send copies of all of the Notice Documents as

defined above, including a postage-paid return envelope, by first class mail to the last known mailing address for each Affected Applicant, by the date set forth in the Timeline. If envelopes from the initial mail notice are returned with forwarding addresses, Crown 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 confer by the date set forth in the Timeline to assess the results of the initial mail notice and to ensure that the second round of mail notice maximizes the potential response rate. A second mail notice will be sent to Affected Applicants who fail to respond to the first mail notice unless the parties agree otherwise.

- e. **Notice Deadline.** The final deadline for any Affected Applicant to respond to the initial notice and return the Notice Documents is set forth in the Timeline. The parties will 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.
- f. **Exchange of Information Regarding Affected Applicants.** Crown and OFCCP will timely exchange information regarding Affected Applicants, including updated contact information and the results of any technical assistance provided.
- g. **Final List of Eligible Applicants and Interested Applicants.** The Final List will include all Eligible Applicants who timely respond to the Notice by the deadline set forth in the Timeline and whose eligibility is verified by OFCCP. By the deadline set forth in the Timeline, the parties will establish a Final List of Eligible Applicants for the purpose of distribution of the Settlement Fund and a final list of Eligible Applicants who are interested in positions for the purpose of job offers. The parties will confer on any outstanding issues or questions regarding the Final List. Either party may identify 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 consider Crown's input and negotiate in good faith to resolve any dispute about the Final List. Crown will provide to OFCCP any information necessary to determine the Final List.
- h. **Documentation of Payments.** By the deadline set forth in the Timeline, Crown will provide OFCCP with copies of cancelled or voided 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, the Crown will provide a similar documentation on the second distribution by the deadline set forth in the Timeline.
- i. **Crown's Expenses.** Crown will pay all expenses associated with carrying out its duties pursuant to this Part, from funds separate and apart from the amount designated in this Agreement for the Settlement.

V. Additional Individual Relief

1. Job Opportunities

- a. **Job Offers.** As vacancies occur for the Assembly Pallet position at the Kinston, North Carolina facility, Crown shall interview and make bona fide job offers to Eligible Applicants who have expressed interest in employment on the enclosed Information Verification & Employment Interest Form and are not currently employed in the Assembly Pallet position by Crown. Interviews and job offers shall continue until 4 Eligible Applicants are hired into open Assembly Pallet positions or the list of Eligible Applicants who have expressed interest in a job is exhausted, whichever happens first. Until that time, the Eligible Applicants who have expressed interest in a job will have priority over all other applicants and candidates for hire into Assembly Pallet positions. As vacancies occur in the Assembly Pallet position, Crown shall contact these Eligible Applicants for interview and potential written job offer in the order in which they submitted their Information Verification and Employment Interest Form, Release of Claims Form, or, if the Forms were received on the same day, in the order of their original application date.

The report-to-work date for Eligible Applicants hired pursuant to this Agreement shall be no later than fourteen (14) days after successful completion of all required pre-employment checks pursuant to Crown's normal onboarding process. The Eligible Applicant must report to work on the day designated or provide Crown notice of good cause for their absence on or before that date. If good cause is provided, the Eligible Applicant must report to work within five (5) days of the original designated start date. Otherwise, Crown may withdraw the job offer and shall be under no obligation to hire the Eligible Applicant under this Agreement, but remains obligated to conduct interviews and extend job offers to Eligible Applicants until 4 Eligible Applicants are hired or the list of Eligible Applicants who are interested in a job is exhausted, whichever comes first. Similarly, any Eligible Applicant who fails or refuses to successfully complete Crown's required pre-employment checks shall be disqualified from employment with Crown, in accordance with Crown's normal onboarding process.

Crown agrees to pay Eligible Applicants hired under this provision at least the current entry level wage based on applicants' qualifications for Assembly Pallet positions, and provide all regular and on-the-job training currently provided to employees in that position. Any Eligible Applicants hired under this Agreement shall be subject to Crown's normal policies and procedures applicable to employees, including performance management and employee conduct.

- b. **Reporting.** Crown will maintain documentation of the interviews, job offers and hires made under this Agreement, including any job offers made, reasons for rejection, and Eligible Applicants hired and terminated during the monitoring period, as set forth in Part VII, OFCCP Monitoring Period, below.

VI. Nonmonetary Remedies

- 1. Revisions to Hiring Process.** Crown will review and revise as necessary, in writing, the practices, policies and procedures it uses to select applicants for Assembly Pallet positions. Specifically, Crown agrees to the following:
 - a. review and revise as necessary, the job description and selection process for the Assembly Pallet position to ensure that it appropriately describe: the essential functions; the minimum qualifications, including required skills and certifications; and the criteria used to establish and justify each step of the hiring process, including any application screens, interviews, tests, post-offer screening and checks, or other selection procedures;
 - b. develop specific, job-related qualification standards for the Assembly Pallet position that reflect the duties, functions, and competencies of the position to minimize the potential for race stereotyping or other unlawful discrimination;
 - c. ensure all policies and qualification standards are uniformly applied to all applicants; and
 - d. list clearly on recruiting materials and job postings the minimum qualifications, including required skills and certifications.
- 2. Self-Analysis.** Crown will monitor selection rates at each step of its selection process for the Assembly Pallet position. This includes documenting the number of persons hired by race, the number of applicants who applied by race, and the number of applicants by race who participated in and passed each selection procedure utilized. Where it is determined that a selection procedure has an adverse impact, as defined in 41 C.F.R. 3.4D, on the hiring of applicants of a particular race, Crown will follow its obligations under the Uniform Guidelines on Employee Selection Procedures, 41 C.F.R. Part 60-3. Crown agrees to maintain and make available to OFCCP records concerning the impact and validity of the selection process for Assembly Pallet positions.
- 3. Training.**
 - a. **Revised Selection Process**

Upon completion of the review and revision to its selection procedures for the Assembly Pallet position, Crown will conduct a training program for all individuals involved in any way in recruiting, selecting, or tracking applicants for the Assembly Pallet positions on any revised hiring process adopted in accordance with this Agreement. The training will include instruction in the proper implementation of the recruitment, tracking and selection procedures; neutral application of the specified qualifications and criteria that will be used at each step in the hiring process; procedures to be used to document the decisions made at each step in the hiring process; and the procedures to be used to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3. The training will be conducted within sixty (60) days following completion of Crown's review and revision to its selection procedures.

b. **Equal Employment Opportunity Obligations**

Within sixty (60) days following completion of the review and revision to its selection procedures for the Assembly Pallet position, Crown will meet with management and all individuals responsible for the selection process for the Assembly Pallet position and review its equal employment obligations and nondiscrimination policies related to hiring. Specific attention will be directed to ensure no retaliation, intimidation, interference or any other conduct that violates 41 C.F.R. § 60-1.32 exists with respect to black applicants.

4. **Recordkeeping.** Pursuant to 41 C.F.R. § 60-1.12, Crown will ensure its managers properly document the results of hiring decisions for the Assembly Pallet position made pursuant to the revised hiring policies and procedures, and properly maintain all records on the revised policies and procedures, including any associated underlying data and information such as HRIS and payroll data, job applications, applicant and hire data, disposition codes, and personnel records, and any other records or data used to generate the required reports.

VII. OFCCP Monitoring and Reporting Period

1. **Recordkeeping.** Crown will retain all records relevant to the preliminary finding described in Part III. 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. Crown will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Schedule and Instructions.**

- a. Unless otherwise notified in writing by OFCCP, Crown will submit the reports described below electronically to: Katie Course, Assistant District Director – Jackson, at **Ex (6), Ex (7)(C)**@dol.gov, and **Ex (6), Ex (7)(E)** Compliance Officer, at **Ex (6), Ex (7)(C)**@dol.gov.
- b. Crown 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 Crown provides in accordance with this agreement are customarily kept private or closely-held, and Crown believes should remain confidential under Exemption 4 of FOIA in the event of a FOIA request, Crown 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.

3. **Monitoring Period and Reporting Submissions**

- a. **Monitoring Period:** OFCCP will monitor Crown’s compliance with the terms of this Agreement. The monitoring will extend from the effective date of this Agreement to the date OFCCP accepts Crown’s final progress report as set forth

in Part II, Paragraph 11 above ("Monitoring Period"). During this Monitoring Period, Crown will submit four (4) reports as follows:

- i. Report 1: Items 1-2 identified below. Will be due by the date indicated in the Timeline.
- ii. Report 2: Items 3-6 identified below. This report will be due by the date indicated in the Timeline and will cover Crown's corrective actions during the 12 month period following the Effective Date.
- iii. Report 3: Item 7 identified below. Will be due by the date indicated in the Timeline.
- iv. Report 4: Items 3-6 identified below. This report will be due by the date indicated in the Timeline and will cover Crown's corrective actions during the successive 12 month period following Report 2.

Reporting: By the dates indicated in the Timeline, Crown shall submit the following

- Item 1: Copies of any revised hiring policies and procedures, pursuant to Part VI;
- Item 2: Documentation on training conducted, pursuant to Part VI;
- Item 3: Crown will submit its current year AAP for E.O. 11246 with the first Progress Report and annually thereafter while the monitoring period is in effect.
- Item 4: Documentation of its annual self-analysis on its hiring practices, as provided in Part VI;
- Item 5: For the reporting period, the number of job seekers; data on applicants and hires by race for the Assembly Pallet position;
- Item 6: For the reporting period, Crown shall report on all job offers and hires made for the Assembly Pallet position pursuant to the Agreement until the requirements of Section V.1.a. of this Agreement are satisfied.

This report must include:

- a. Documentation of all job offers made to Eligible Applicants, including the names of individuals offered jobs, their race, the date of their application, the date of the offer, the date the offer was accepted or rejected, their starting pay, and the starting pay for the position.
- b. Documentation of Eligible Applicants who did not receive job offers because the available Assembly Pallet positions were filled.
- c. Documentation of the number of remaining Assembly Pallet positions to be filled by Eligible Applicants pursuant to Section V.1.a. of this Agreement and the number of Eligible Applicants still on the list.
- d. Documentation of the start dates for Eligible Applicants who were hired.

- e. If Crown has not hired the required number of Eligible Applicants to Assembly Pallet positions by the Progress Report date, documentation of the reason this action is not complete and the good faith efforts being taken and planned for the next reporting period to complete it.
 - f. If Crown fails to meet its hiring obligations under this Agreement by the close of the Monitoring Period, OFCCP reserves its rights under Part II, Paragraphs 11 and 12 of this Agreement to extend the monitoring period or to pursue enforcement remedies.
 - Item 7: Crown shall submit documentation of monetary payments to all Eligible Applicants, as provided in Part IV. The documentation must include the names of Eligible Applicants who were issued payment, and, for each Eligible Applicant, the number and the amount of the check and the date the check cleared the bank (or pay stubs for those paid through direct deposit). Crown will provide OFCCP with copies of all canceled or voided checks issued to Eligible Applicants upon request.
- c. **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 Crown's final progress report as set forth in Part II, Paragraph 11 above. If OFCCP fails to notify Crown in writing within sixty (60) days of the date of the final progress report that Crown 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 Crown within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Crown has met all of its obligations under the Agreement

VIII. Attachments

- A. List of Affected Applicants
- B. Timeline
- C. Notice Documents
 - C-1. Notice to Affected Class
 - C-2. Employment Interest Form
 - C-3. Release of Claims

IX. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Crown Equipment Corporation, 2000 Dobbs Farm Road, Kinston, North Carolina 28504.

Ex (6), Ex (7)(C)

Todd Frideger
Plant Manager
Crown Equipment Corporation
Kinston, North Carolina 28504-8907

DATE: Feb 17 2021

Ex (6), Ex (7)(C)

Melissa L. Speer
Acting Regional Director-Southeast
Office of Federal Contract Compliance Programs

DATE: 2/18/2021

ATTACHMENT A

AFFECTED APPLICANTS

	Last Name	First Name	Gender	Race/Ethnicity
1	Ex (6), Ex (7)(C)			
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				

36	Ex (6), Ex (7)(C)
37	
38	
39	
40	
41	
42	
43	
44	
45	
46	
47	
48	
49	

ATTACHMENT B

TIMELINE¹

ACTIVITY	Number of Days	Due Date
Crown Mails Notice Documents (First Mailing)		03/21/2021
Deadline for Affected Applicants to Return Notice Forms	30 days from mailing	04/20/2021
Crown Notifies OFCCP of Undeliverable Mailings	On a weekly basis beginning on 3/29/2021 and continuing until 4/20/2021	3/29/2021; 4/5/2021; 4/12/2021; 4/19/2021
OFCCP Provides Updated Contact Information to Crown for undeliverable mailings	Within 10 days of receiving each weekly notice	-
Crown Notifies OFCCP of any Deficiencies in Submitted Forms (missing signatures, etc.) and provides list of non-respondents	Within 15 days of first notice deadline	05/05/2021
OFCCP provides updated contact information for all non-respondents	Within 10 days of receiving notice	05/15/2021

¹ Any deadline that falls on a weekend or federal holiday will be extended to the next business day.

Crown Mails Notice Documents to all non-respondents (Second Mailing)	Within 15 days of receiving updated contact information	05/30/2021
Affected Applicant Deadline to respond- Second Mailing	30 days from mailing	06/29/2021
Crown Provides List of its Determination of Eligible Applicants and List of Eligible Applicants Interested in a Position	15 days from response deadline	07/14/2021
Crown and OFCCP will confer and establish the Final List and final payment amounts for each Eligible Class Member on the Final List.	10 days from Crown providing list	07/24/2021
Crown Mails Settlement Fund Checks to Eligible Applicants (First Distribution)	Within 30 days of finalized list	08/23/2021
Crown Notifies OFCCP of Any First Distribution Checks Returned as Undeliverable	On a weekly basis beginning on 8/30/2021 and continuing until 10/22/2021	8/30/2021; 9/6/2021; 9/13/2021; 9/20/2021; 9/27/2021; 10/4/2021; 10/11/2021; 10/22/2021
OFCCP Provides Updated Addresses for Eligible Applicants	Within 10 days of receiving each weekly notice	-

Crown Mails Settlement Fund Checks to New Addresses for Eligible Applicants	Within 10 days of receiving address from OFCCP	-
Crown provides OFCCP with list of uncashed checks (60 days and 90 days after mailing)	60 days and 90 days after initial mailing	10/22/2021; 11/21/21
OFCCP notifies Crown of any updated contact information for those with uncashed funds and provides addresses	Within 10 days of receiving list from Crown	11/01/2021; 12/01/21
Crown Mails Settlement Fund Checks to the addresses provided by OFCCP (Voids Previous Checks)	Within 10 days of receiving addresses	11/11/2021; 12/11/21
Crown Notifies OFCCP of Any First Distribution Checks that Are Uncashed After 120 Days	135 days after issuing checks	01/05/2022
Distribution of Remaining Settlement Fund to Eligible Applicants (Second Distribution)	150 days after initial distribution	01/20/2022

Crown Notifies OFCCP of Any Second Distribution Checks That Are Uncashed After 120 Days	135 days after second check issuance	06/04/2022
Distribution of Remaining Settlement Fund Balance to Training on OFCCP Obligations	Within 30 days after second check issuance	07/04/2022
Crown provides documentation to OFCCP of all payments as provided in Part VII	15 days from all fund distribution	07/19/2022

Reporting Timeline for Nonmonetary Relief²

Report Items (See Part VII)	Date(s) Due
Item 1: Copies of revised hiring policies and procedures, pursuant to Part VI	5/20/21
Item 2: Documentation on training, pursuant to Part VI	5/20/21
Item 3: Current year AAP for E.O. 11246 with the first Progress Report and annually thereafter while the monitoring period is in effect.	3/21/22; 3/21/23

² Any deadline that falls on a weekend or federal holiday will be extended to the next business day.

Item 4: Documentation of its annual self-analysis on its hiring practices, as provided in Part VI	3/21/22; 3/21/23
Item 5: for the reporting period, the number of job seekers; data on applicants and hires by race for the Assembly Pallet job	3/21/22; 3/21/23
Item 6: Report on jobs offers, as provided in Part VI	3/21/22; 3/21/23
Item 7: Documentation of monetary payments to all Eligible Applicants, as provided in Part IV. The documentation must include the names of Eligible Applicants who were issued payment, and, for each Eligible Applicant, the number and the amount of the check and the date the check cleared the bank (or pay stubs for those paid through direct deposit). Crown will provide OFCCP with copies of all canceled or voided checks issued to Eligible Applicants upon request.	7/19/22

ATTACHMENT C-1

NOTICE TO AFFECTED APPLICANTS

Dear [name]:

Crown Equipment Corporation, 2000 Dobbs Farm Road, Kinston, North Carolina 28504 ("Crown"), and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to remedy allegations of hiring discrimination under Executive Order 11246.

Specifically, OFCCP conducted a review of Crown's hiring practices during the period of January 1, 2018 through December 31, 2018 at Crown's facility in Kinston, North Carolina. OFCCP preliminarily found statistically significant differences in hiring rates existed between black and white applicants for the Assembly Pallet position at Crown's Kinston, North Carolina facility during the period of January 1, 2018 through December 31, 2018.

Crown has not admitted to any violation of Executive Order 11246 and there has not been any adjudicated finding that Crown violated Executive Order 11246. Instead, OFCCP and Crown have agreed to enter into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as an individual who applied for an Assembly Pallet position at Crown's Kinston, North Carolina facility during the above time period, but was not selected.

As part of this Agreement, you may therefore be eligible to receive a payment of at least \$1,734.69 less lawful payroll deductions. Under the terms of the Agreement between Crown and OFCCP, it may take several months from the date of this letter before you receive your payment.

In order to be eligible for this payment, you must complete, sign, and return both the enclosed Information Verification and Employment Interest Form ("Interest Form") and Release of Claims Under Executive Order 11246, as Amended ("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 completed documents must be received by April 20, 2021.**

**Peter B. Falk
Director of Human Resources
Crown Equipment Corporation
44 South Washington Street
New Bremen, Ohio 45869**

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

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

In addition to the monetary distribution, Crown will be conducting interviews and extending job offers for open Assembly Pallet 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 Crown, please check the appropriate box on the enclosed Interest Form. Those receiving this notice will be considered for an open Assembly Pallet position in the order that Crown receives the Interest Form expressing an interest in employment. All individuals hired pursuant to this Agreement will be provided with the same pay, benefits and opportunities as normally provided to Crown employees. If you have any questions you may contact OFCCP Compliance Officer **Ex (6), Ex (7)(E)** at **Ex (6), Ex (7)(C)**@dol.gov. Your inquiry will be responded to as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN ALL OF THE ENCLOSED DOCUMENTS BY APRIL 20, 2021, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Enclosures

- Information Verification and Employment Interest Form ("Interest Form")
- Release of Claims Under Executive Order 11246, As Amended Form ("Release Form")

ATTACHMENT C-2

**INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM
("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 Crown Equipment Corporation, 2000 Dobbs Farm Road, Kinston, North Carolina 28504 ("Crown"), 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 Crown at the address below if your address, email address or phone number changes within the next twelve months.

Provide your 9-digit Social Security Number (**all 9 digits are required**. This will be used for tax purposes only). Your Social Security Number is required in order to be eligible for a monetary payment from Crown:

Social Security Number: ____ - ____ - ____

For purposes of this settlement, it is necessary to verify your race:

☐ White/Caucasian

☐ Asian

☐ Black/African American

☐ Native American

☐ Hispanic or Latino

☐ Native Hawaiian or Pacific Islander

Please indicate below whether you wish to be considered for employment with Crown if an Assembly Pallet position becomes available at the Kinston, North Carolina facility. If you complete, sign, and return this Interest Form, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

- ☐ Yes, I wish to be considered for employment with Crown in an Assembly Pallet position at the Kinston, North Carolina facility.
- ☐ No, I do not wish to be considered for employment with Crown in an Assembly Pallet position at the Kinston, North Carolina facility.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW BY APRIL 20, 2021, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER. Submit the forms to: Peter B. Falk, Director of Human Resources, Crown Equipment Corporation, 44 South Washington Street, New Bremen, Ohio 45869.

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

Signature

Date

ATTACHMENT C-3

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 Crown Equipment Corporation ("Crown") paying you money, you agree that you will not file any lawsuit against Crown for allegedly violating Executive Order 11246, as amended, in connection with its selection procedures for applicants for the Assembly Pallet position at Crown's Kinston, North Carolina facility and your non-selection for an Assembly Pallet position. It also says that Crown does not admit it violated Executive Order 11246, as amended. 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 \$1,734.69 (less deductions required by law) by Crown to me, which I agree is acceptable, I, (print name) _____, agree to the following:

I.

I hereby waive, release and forever discharge Crown, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, or the implementing regulations found at 41 C.F.R. Part 60, which I or my representatives (heirs, executors, administrators, or assigns) have or may have had which relate to my non-selection for employment in an Assembly Pallet position with Crown on the basis of my race at any time through the effective date of this Release. By signing this Release, I agree that I have been made whole for any claim that could have been brought Executive Order 11246, as amended, relating to my non-selection for employment with Crown through the Effective Date of this Release.

II.

I understand that Crown denies that it treated me unlawfully or unfairly in any way and that Crown 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 of Crown's Kinston, North Carolina facility initiated by OFCCP on February 11, 2019. I further agree that the payment of the aforesaid sum by Crown to me is not to be construed as an admission of any liability by Crown.

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 Applicants, by the deadline listed on the Notice, I will not be entitled to receive any payment (less deductions required by law) from Crown.

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

Printed Name

Signature