

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
Allan Baker, Inc., f/k/a Korrekt Optical

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Allan Baker, Inc., f/k/a Korrekt Optical (Korrekt) establishment located at 3801 Bishop Lane, Louisville, Kentucky beginning on September 26, 2019. OFCCP found that Korrekt failed to comply 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 findings without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Korrekt enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

II. General Terms and Conditions

1. In exchange for Korrekt'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 alleged findings. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Korrekt 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 Korrekt'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. Korrekt 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 Korrekt 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. Korrekt and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, as amended.
5. Korrekt 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.

Allan Baker, Inc., f/k/a Korrect Optical
Conciliation Agreement

6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
8. This Agreement becomes effective on the day it is signed by the Southeast Regional Director (Effective Date).
9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) days after Korrect submits its final progress report required in Part VIII, below, unless OFCCP notifies Korrect in writing before the expiration date that Korrect 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 Korrect has met all of its obligations under the Agreement.
11. If Korrect violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send Korrect a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Korrect 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 Korrect is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
 - iv. In the event of a breach of this Agreement by Korrect, 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. Korrect may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, and/or other appropriate relief for violating this Agreement.

12. This Agreement does not constitute an admission by Korrekt of any violation of or noncompliance with Executive Order 11246, Section 503, VEVRAA and their implementing regulations at 41 C.F.R. Chapter 60, nor has there been an adjudicated finding that Korrekt violated Executive Order 11246, Section 503, VEVRAA, and their implementing regulations at 41 C.F.R. Chapter 60. Korrekt denies any violation of the Executive Order 11246, Section 503 or VEVRAA and their implementing regulations.
13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
14. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the 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, unless explicitly stated otherwise. 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. Findings

OFCCP determined that during the period of October 1, 2017 through December 31, 2019, Korrekt 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 alleges that there were statistically significant hiring rates adverse to 401 black applicants and 253 white applicants for production positions in the Operatives job group when compared to similarly qualified Hispanic applicants. The disparity resulted in a shortfall of 16 Black hires and 15 white hires.

IV. Financial Remedy

1. Settlement Fund.

- a. **Settlement Fund Account.** The total Settlement Fund is \$227,636 (\$206,010.58 in back pay and \$21,625.42 in interest). Korrekt will deposit the Settlement Fund in an FDIC-insured interest-bearing account maintained by Korrekt at the prevailing interest rate. By the deadline set forth in the Timeline, Korrekt will notify OFCCP when this action is

complete. The settlement fund is a negotiated amount that represents estimated back pay and accrued interest. Korrekt'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. Korrekt will be responsible for any banking account fees.

b. Allocation

- 1. Total Amount to be Allocated.** The back pay and interest amounts of the Settlement Fund, plus any additional interest that accrues on these interest-bearing accounts, 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 include appropriate deductions for each individual's share of payroll deductions required by law on the portion representing back pay only, such as federal (FICA/Federal Unemployment Tax Act (FUTA)), state or local insurance premiums or taxes.
- 2. Affected Applicants Eligible to Receive Payments.** The Settlement Fund will be distributed to all 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 the Notice Process provisions. The Settlement Fund will be divided pro-rata to all Eligible Applicants. All Eligible Applicants are entitled to their share of the monetary settlement regardless of whether they are currently interested in employment with Korrekt.
- 3. Payments to Eligible Applicants.** By the date set forth on the Timeline. Korrekt will provide OFCCP with a list of the proposed payment amount for each Eligible Applicant on the Final List for OFCCP's review and approval. Korrekt will issue checks as the sole payor 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 forms received from Affected Applicants and documentation of all payments made to Eligible Applicants and any payments returned undelivered or any checks not cashed, as set forth on the Timeline. Any check that remains uncashed 180 days after the initial date the check was mailed to the Eligible Applicant will be void. With respect to any uncashed funds, Korrekt will make a second distribution, in equal shares, to all Eligible Applicants who cashed their first check, if the distribution exceeds \$25 for each Eligible Applicant. Korrekt will make the second distribution to such Eligible Applicants by the date specified in the Timeline. If the uncashed funds do not exceed \$25 for each Eligible Applicant and/or if there are funds remaining after the second distribution, Korrekt will use the remaining amount towards additional staff training on its OFCCP obligations. This training will be in addition to the training outlined in Part V.
- 4. Tax Payments, Forms and Reporting.** Korrekt will pay Korrekt's share of social security withholdings, and any other tax payments required by law from additional funds separate from the Settlement Fund. Korrekt 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. **Notice Documents.** Korrekt will distribute Notice Documents in Attachment C to Affected Applicants identified in Attachment A, as specified in the Timeline. The Notice Documents include a Notice, Release of Claims, and Interest Forms. 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.
- b. **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.
- c. **Distribution of Mail and Notice to Affected Applicants.** Korrekt will provide initial notice to Affected Applicants of their rights and obligations regarding this Agreement by regular first-class mail. Korrekt will 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, by the date set forth in the Timeline. If envelopes from the initial mail notice are returned with forwarding addresses, Korrekt will re-mail the Notice Documents within five (5) business days of receipt of the forwarding address. A second mail notice will be sent to Affected Applicants who fail to respond to the first mail notice unless the parties agree otherwise.
- d. **Notice Deadline.** The final deadline for any Affected Applicant to respond to the notice 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.
- e. **Exchange of Information Regarding Affected Applicants.** Korrekt and OFCCP will timely exchange information regarding Affected Applicants, including updated contact information.
- f. **Final List of Eligible Applicants and Interested 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 a Final List of Eligible Applicants for the purpose of monetary remedies and a final list of Eligible Applicants who are interested in positions for the purpose of job offers by the date set forth in the Timeline. 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 Korrekt's input and negotiate in good faith to resolve any dispute about the Final List. Korrekt will provide to OFCCP any information necessary to determine the Final List.

- g. **Documentation of Payments.** By the deadline set forth in the Timeline, Korrekt will 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, Korrekt will provide similar documentation on the second distribution.
- h. **Korrekt's Expenses.** Korrekt 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 in production positions in the Operatives job group, Korrekt shall make bona fide job offers to qualified applicants, with retroactive seniority using the date of the original application, to Eligible Applicants who have expressed interest in employment and are not currently employed by Korrekt. Job offers shall continue until 16 Eligible Black Applicants and 15 Eligible White Applicants are hired 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 candidates for hire into positions in the Operatives job group. As vacancies occur in the Operatives job group, Korrekt shall contact these Eligible Applicants with a 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 the date the written job offer is accepted. The Eligible Applicant must report to work on the day designated or provide Korrekt 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, Korrekt may withdraw the job offer and shall be under no obligation to hire the Eligible Applicant under this Agreement, but remains obligated to hire until 31 positions are filled or the list of Eligible Applicants who are interested in a job is exhausted, whichever comes first.

Korreect agrees to pay Eligible Applicants hired under this provision at least the current entry level wage for the position, and provide all regular and on-the-job training currently provided to employees in that position.

- b. **Reporting.** Korreect will document the job offers and hires, including job offers made, reasons for rejection, and Eligible Applicants hired and terminated during the monitoring period as set forth in Part VIII, OFCCP Monitoring and Reporting Period, below.

VI. Nonmonetary Remedies

1. **Revisions to Hiring Process.** Korreect will revise, in writing, the practices, policies and procedures it uses to select applicants for positions in the Operatives job group. Specifically, Korreect will:
 - a. create job descriptions and a selection process for positions in the Operatives job group which describes: the essential functions; the basic 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, credit checks, review of criminal history, reference checks, testing, or other selection procedure;
 - b. develop specific, job-related qualification standards for positions in the Operatives job group that reflect the duties, functions, and competencies of the position to minimize the potential for race stereotyping or other unlawful discrimination;
 - c. revise its disposition codes to ensure they are non-discriminatory and uniformly applied to all applicants;
 - d. ensure all policies and qualification standards are uniformly applied to all applicants throughout the selection process; and
 - e. list clearly on recruiting materials and job postings the basic qualifications.
2. **Self-Analysis.** Korreect will monitor selection rates at each step of its selection process for positions in the Operatives job group. This includes documenting the number of persons hired and selected 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. § 60-3.4D, on the hiring of applicants of a particular race, Korreect will cease use of this procedure until it is validated and Korreect has considered suitable alternatives, in accordance with the Uniform Guidelines on Employee Selection Procedures, 41 C.F.R. § 60-3. Korreect agrees to maintain and make available to OFCCP records concerning the impact and validity of the selection process for positions in the Operatives job group.

3. Training.

- a. **Revised Selection Process.** Korrekt will train all individuals involved in any way in recruiting, selecting, or tracking applicants for positions in the Operatives job group on its revised hiring process. 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 § 60-3.
- b. **Equal Employment Opportunity Obligations.** Korrekt will meet with management and all individuals responsible for the selection process 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 against black and white applicants.

4. **Recordkeeping.** Pursuant to 41 C.F.R. § 60-1.12, Korrekt will ensure its managers properly document the results of hiring decisions made pursuant to the revised hiring policies and procedures, and properly maintain all records on the revised policies and procedures including any associated underlying data and information such as Human Resource Information System (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. Technical Violations and Remedies

1. **Violation.** Korrekt failed to preserve personnel or employment records in accordance with the requirements of 41 C.F.R. § 60-1.12(a) and 41 C.F.R. § 60-3. Specifically, during the review period, Korrekt failed to preserve and make available for inspection complete and accurate records of the selection process, including records to evaluate each individual component of the selection process.

Remedy: Korrekt will ensure that any personnel or employment record made or kept shall be preserved in accordance with the requirements of 41 C.F.R. § 60-1.12(a) and 41 C.F.R. § 60-3.

2. **Violation.** Korrekt failed to perform in-depth analyses of its total employment process and failed to properly conduct adverse impact analyses and evaluate each individual component of the selection process in accordance with the requirements of 41 C.F.R. § 60-2.1 7(b), 41 C.F.R. § 60-3.4C and 41 C.F.R. § 60-3.15A.

Remedy. Korrekt will perform in-depth analyses of its total employment process at least annually to determine whether and where impediments to equal employment opportunity

exist, in accordance with the requirements of 41 C.F.R. § 60-2.17(b), and will conduct adverse impact analyses comparing the selection rate of the group with the highest hiring rate to the rates of the other race and ethnic groups. Upon conducting adverse impact analyses, if adverse impact is identified in the total selection process, Korrekt will evaluate each individual component of the selection process for adverse impact and maintain and have available records or other information showing which selection components have an adverse impact, in accordance with the requirements of 41 C.F.R. § 60-3.4C and 41 C.F.R. § 60-3.15A.

VIII. OFCCP Monitoring and Reporting Period

1. **Recordkeeping.** Korrekt will retain all records relevant to the findings cited in Part III and Part VII, above. These records include underlying data and information such as HRIS and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. Korrekt 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. Korrekt will submit the reports described below electronically to: E. Michelle Hernandez, District Director at Ex (6), Ex (7)(C) [@dol.gov](mailto:emichelle.hernandez@dol.gov).
- b. Korrekt 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 Korrekt provides in accordance with this agreement are customarily kept private or closely-held, and Korrekt believes should remain confidential under Exemption 4 of FOIA in the event of a FOIA request, Korrekt 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. **Reporting Submissions**

- a. **Reporting on Financial Remedy and Other Relief.** By the dates indicated in the Timeline, Korrekt will submit the following information:
 - 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: Korrekt 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). Korrekt will provide OFCCP with copies of all canceled or voided checks issued to Eligible Applicants upon request.

- Item 4: Documentation of its annual self-analysis on its hiring practices, as provided in Part VI;
- Item 5: For the reporting period, data on the number of job seekers, applicants and hires and their breakdown by race for the Operative positions. Korrekt will not include the Eligible Applicants hired as a result of this Agreement as part of this submission;
- Item 6: For the reporting period, Korrekt shall report on all job offers and hires made for the Operative positions pursuant to the Agreement until the requirements of Part V 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.
 - i. OFCCP will evaluate starting pay to ensure that individuals were hired at a rate of, at least, the current minimum stated starting pay.
 - b. Documentation of Eligible Applicants who did not receive job offers because the available Operative positions were filled.
 - c. Documentation of the number of remaining Operative positions to be filled by Eligible Applicants pursuant to Part V 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 Korrekt has not hired the required number of Eligible Applicants to Operative 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 Korrekt fails to meet its hiring obligations under this Agreement by the close of the Monitoring Period, OFCCP reserves its rights under Part II of this Agreement to extend the monitoring period or to pursue enforcement remedies.

- 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 Korrekt's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify Korrekt in writing within sixty (60) days of the date of the final progress report that Korrekt 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 Korrekt within the allotted time that it has not fulfilled all of its obligations,

this Agreement is automatically extended until the date that OFCCP determines Korrect has met all of its obligations under the Agreement.

IX. Attachments

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

X. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Allan Baker, Inc., f/k/a Korrekt Optical, Louisville, Kentucky.

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

Richard Murray
President, CEO
Allan Baker, Inc., f/k/a Korrekt Optical
Louisville, Kentucky

Date:

9/29/2021

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

Aida Y. Collins
Regional Director-Southeast
Office of Federal Contract Compliance
Programs

Date:

9/29/2021

ATTACHMENT A

AFFECTED APPLICANTS

Count	Last Name	First Name	RACE	GENDER
1	(b) (6), (b) (7)(C)		Black	Female
2	(b) (6), (b) (7)(C)		Black	Male
3	(b) (6), (b) (7)(C)		Black	Female
4	(b) (6), (b) (7)(C)		Black	Female
5	(b) (6), (b) (7)(C)		Black	Female
6	(b) (6), (b) (7)(C)		Black	Female
7	(b) (6), (b) (7)(C)		Black	Female
8	(b) (6), (b) (7)(C)		Black	Female
9	(b) (6), (b) (7)(C)		Black	Female
10	(b) (6), (b) (7)(C)		Black	Female
11	(b) (6), (b) (7)(C)		Black	Male
12	(b) (6), (b) (7)(C)		Black	Female
13	(b) (6), (b) (7)(C)		Black	Female
14	(b) (6), (b) (7)(C)		Black	Female
15	(b) (6), (b) (7)(C)		Black	Male
16	(b) (6), (b) (7)(C)		Black	Male
17	(b) (6), (b) (7)(C)		Black	Female
18	(b) (6), (b) (7)(C)		Black	Female
19	(b) (6), (b) (7)(C)		Black	Female
20	(b) (6), (b) (7)(C)		Black	Female
21	(b) (6), (b) (7)(C)		Black	Female
22	(b) (6), (b) (7)(C)		Black	Female
23	(b) (6), (b) (7)(C)		Black	Female
24	(b) (6), (b) (7)(C)		Black	Female
25	(b) (6), (b) (7)(C)		Black	Female
26	(b) (6), (b) (7)(C)		Black	Male
27	(b) (6), (b) (7)(C)		Black	Female
28	(b) (6), (b) (7)(C)		Black	Female
29	(b) (6), (b) (7)(C)		Black	Male
30	(b) (6), (b) (7)(C)		Black	Female
31	(b) (6), (b) (7)(C)		Black	Female
32	(b) (6), (b) (7)(C)		Black	Male
33	(b) (6), (b) (7)(C)		Black	Male
34	(b) (6), (b) (7)(C)		Black	Male
35	(b) (6), (b) (7)(C)		Black	Female
36	(b) (6), (b) (7)(C)		Black	Male
37	(b) (6), (b) (7)(C)		Black	Male
38	(b) (6), (b) (7)(C)		Black	Female
39	(b) (6), (b) (7)(C)		Black	Female
40	(b) (6), (b) (7)(C)		Black	Female
41	(b) (6), (b) (7)(C)		Black	Female
42	(b) (6), (b) (7)(C)		Black	Male
43	(b) (6), (b) (7)(C)		Black	Male
44	(b) (6), (b) (7)(C)		Black	Male
45	(b) (6), (b) (7)(C)		Black	Female
46	(b) (6), (b) (7)(C)		Black	Female
47	(b) (6), (b) (7)(C)		Black	Female
48	(b) (6), (b) (7)(C)		Black	Male
49	(b) (6), (b) (7)(C)		Black	Male
50	(b) (6), (b) (7)(C)		Black	Male

51	(b) (6), (b) (7)(C)	Black	Male
52		Black	Female
53		Black	Female
54		Black	Female
55		Black	Male
56		Black	Female
57		Black	Female
58		Black	Male
59		Black	Female
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105		Black	Female
106		Black	Male
107		Black	Female
108		Black	Female
109		Black	Female

110	(b) (6), (b) (7)(C)	Black	Female
111		Black	Female
112		Black	Female
113		Black	Female
114		Black	Female
115		Black	Male
116		Black	Female
117		Black	Female
118		Black	Female
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121		Black	Female
122		Black	Female
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125		Black	Female
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129		Black	Male
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131		Black	Female
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167		Black	Female

168	(b) (6), (b) (7)(C)	Black	Male
169	(b) (6), (b) (7)(C)	Black	Male
170	(b) (6), (b) (7)(C)	Black	Male
171	(b) (6), (b) (7)(C)	Black	Male
172	(b) (6), (b) (7)(C)	Black	Male
173	(b) (6), (b) (7)(C)	Black	Male
174	(b) (6), (b) (7)(C)	Black	Female
175	(b) (6), (b) (7)(C)	Black	Female
176	(b) (6), (b) (7)(C)	Black	Female
177	(b) (6), (b) (7)(C)	Black	Male
178	(b) (6), (b) (7)(C)	Black	Female
179	(b) (6), (b) (7)(C)	Black	Female
180	(b) (6), (b) (7)(C)	Black	Female
181	(b) (6), (b) (7)(C)	Black	Female
182	(b) (6), (b) (7)(C)	Black	Female
183	(b) (6), (b) (7)(C)	Black	Male
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185	(b) (6), (b) (7)(C)	Black	Female
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188	(b) (6), (b) (7)(C)	Black	Female
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192	(b) (6), (b) (7)(C)	Black	Male
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194	(b) (6), (b) (7)(C)	Black	Male
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199	(b) (6), (b) (7)(C)	Black	Female
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201	(b) (6), (b) (7)(C)	Black	Female
202	(b) (6), (b) (7)(C)	Black	Male
203	(b) (6), (b) (7)(C)	Black	Male
204	(b) (6), (b) (7)(C)	Black	Male
205	(b) (6), (b) (7)(C)	Black	Female
206	(b) (6), (b) (7)(C)	Black	Female
207	(b) (6), (b) (7)(C)	Black	Male
208	(b) (6), (b) (7)(C)	Black	Female
209	(b) (6), (b) (7)(C)	Black	Female
210	(b) (6), (b) (7)(C)	Black	Male
211	(b) (6), (b) (7)(C)	Black	Male
212	(b) (6), (b) (7)(C)	Black	Female
213	(b) (6), (b) (7)(C)	Black	Male
214	(b) (6), (b) (7)(C)	Black	Female
215	(b) (6), (b) (7)(C)	Black	Male
216	(b) (6), (b) (7)(C)	Black	Male
217	(b) (6), (b) (7)(C)	Black	Female
218	(b) (6), (b) (7)(C)	Black	Male
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220	(b) (6), (b) (7)(C)	Black	Female
221	(b) (6), (b) (7)(C)	Black	Male
222	(b) (6), (b) (7)(C)	Black	Male
223	(b) (6), (b) (7)(C)	Black	Female
224	(b) (6), (b) (7)(C)	Black	Female
225	(b) (6), (b) (7)(C)	Black	Male

226	(b) (6), (b) (7)(C)	Black	Female
227	(b) (6), (b) (7)(C)	Black	Female
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231	(b) (6), (b) (7)(C)	Black	Male
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233	(b) (6), (b) (7)(C)	Black	Male
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236	(b) (6), (b) (7)(C)	Black	Female
237	(b) (6), (b) (7)(C)	Black	Male
238	(b) (6), (b) (7)(C)	Black	Male
239	(b) (6), (b) (7)(C)	Black	Male
240	(b) (6), (b) (7)(C)	Black	Female
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244	(b) (6), (b) (7)(C)	Black	Female
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248	(b) (6), (b) (7)(C)	Black	Female
249	(b) (6), (b) (7)(C)	Black	Female
250	(b) (6), (b) (7)(C)	Black	Female
251	(b) (6), (b) (7)(C)	Black	Male
252	(b) (6), (b) (7)(C)	Black	Male
253	(b) (6), (b) (7)(C)	Black	Female
254	(b) (6), (b) (7)(C)	Black	Female
255	(b) (6), (b) (7)(C)	Black	Female
256	(b) (6), (b) (7)(C)	Black	Female
257	(b) (6), (b) (7)(C)	Black	Male
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261	(b) (6), (b) (7)(C)	Black	Female
262	(b) (6), (b) (7)(C)	Black	Male
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264	(b) (6), (b) (7)(C)	Black	Female
265	(b) (6), (b) (7)(C)	Black	Female
266	(b) (6), (b) (7)(C)	Black	Female
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273	(b) (6), (b) (7)(C)	Black	Female
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275	(b) (6), (b) (7)(C)	Black	Female
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283	(b) (6), (b) (7)(C)	Black	Female

284	(b) (6), (b) (7)(C)	Black	Female
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299	(b) (6), (b) (7)(C)	Black	Female
300	(b) (6), (b) (7)(C)	Black	Female
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330	(b) (6), (b) (7)(C)	Black	Male
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336	(b) (6), (b) (7)(C)	Black	Female
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341	(b) (6), (b) (7)(C)	Black	Male

342	(b) (6), (b) (7)(C)	Black	Female
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346	(b) (6), (b) (7)(C)	Black	Female
347	(b) (6), (b) (7)(C)	Black	Male
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349	(b) (6), (b) (7)(C)	Black	Male
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402	(b) (6), (b) (7)(C)	White	Female
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404	(b) (6), (b) (7)(C)	White	Female
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453	(b) (6), (b) (7)(C)	White	Male
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457	(b) (6), (b) (7)(C)	White	Male

458	(b) (6), (b) (7)(C)	White	Female
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516	(b) (6), (b) (7)(C)	White	Female
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573		White	Female

574	(b) (6), (b) (7)(C)	White	Female
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628		White	Male
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630		White	Male
631		White	Female

632	(b) (6), (b) (7)(C)	White	Female
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634		White	Female
635		White	Male
636		White	Female
637		White	Male
638		White	Female
639		White	Female
640		White	Female
641		White	Female
642		White	Male
643		White	Female
644		White	Female
645		White	Male
646		White	Female
647		White	Female
648		White	Female
649		White	Female
650		White	Female
651		White	Female
652		White	Male
653		White	Female
654		White	Male

ATTACHMENT B

TIMELINE

Effective Date of Conciliation Agreement: 09/29/2021

	ACTION REQUIRED	NUMBER OF DAYS	DEADLINE
1	Korreet notifies OFCCP of Settlement Fund	30 days from Effective Date	10/29/2021
2	Korreet mails Notice Documents (First Mailing)	30 days from Effective Date	10/29/2021
3	Deadline for Affected Applicants to return Notice Forms	30 days from mailing	TBD
4	Korreet re-mails any Notice Forms returned with forwarding addresses	5 business days from receipt of forwarding address	TBD
5	Korreet notifies OFCCP of undeliverable mailings	5 business days from receipt of undeliverable mailing	TBD
6	OFCCP provides updated contact information to Korreet for undeliverable mailings	Within 10 days of receiving notice	TBD
7	Korreet notifies OFCCP of any deficiencies in submitted Forms (missing signatures, etc.); provides list of non-respondents; and provides copies of all submitted forms	75 days from Effective Date	12/13/2021
8	OFCCP provides updated contact information for all non-respondents	90 days from Effective Date	12/28/2021

	ACTION REQUIRED	NUMBER OF DAYS	DEADLINE
9	Korrek mails Notice documents to all non-respondents (Second Mailing)	100 days from Effective Date	01/07/2022
10	Final Deadline for any Affected Applicant to respond by fully completing and returning the Interest Form and Release of Claims	150 days from Effective Date	02/28/2022
11	Korrek provides list of its determination of Eligible Applicants and list of Eligible Applicants interested in a position	160 days from Effective Date	03/08/2022
12	Korrek and OFCCP will confer on Final List; OFCCP makes Final determination of eligibility on the Final List.	170 days from Effective Date	03/18/2022
13	Korrek mails settlement fund checks to Eligible Applicants (First Distribution)	200 days from Effective Date	04/18/2022
14	Korrek notifies OFCCP of any First Distribution checks returned as undeliverable	Within 5 business days of receiving undelivered mailing	TBD
15	OFCCP provides updated addresses for Eligible Applicants whose First Distribution checks were returned as undeliverable	Within 10 days of receiving notice	TBD
16	Korrek mails Settlement Fund checks to new addresses for Eligible Applicants whose First Distribution checks were returned as undeliverable	Within 10 days of receiving address from OFCCP	TBD

	ACTION REQUIRED	NUMBER OF DAYS	DEADLINE
17	Korreck provides OFCCP with list of uncashed checks (60 days and 90 days after mailing)	60 days and 90 days after initial check mailing	TBD
18	OFCCP notifies Korreck of any contact information for those with uncashed funds and provides addresses	Within 10 days of receiving list from Korreck	TBD
19	Korreck re-mails Settlement Fund checks to the addresses provided by OFCCP	Within 10 days of receiving addresses	TBD
20	Korreck Notifies OFCCP of any First Distribution checks remaining uncashed after 120 Days	135 days after issuing checks	08/31/2022
21	Distribution of remaining Settlement Fund to Eligible Applicants (Second Distribution)	150 days after initial distribution	09/15/2022
22	Korreck notifies OFCCP of any Second Distribution checks That are uncashed After 120 Days	135 days after second check issuance	01/30/2023
23	Distribution of remaining Settlement Fund balance to training on OFCCP obligations	within 30 days after second check issuance	10/17/2022
24	Korreck provides documentation to OFCCP of all payments as provided in Part VIII	315 days from Effective date	08/10/2022

Reporting Timeline for Nonmonetary Relief

Report Items (See Part VIII)	Date(s) Due
Item 1: Copies of revised hiring policies and procedures, pursuant to Part VI	12/28/2021
Item 2: Documentation on training, pursuant to Part VI	12/28/2021
Item 3: 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). Korreect will provide OFCCP with copies of all canceled or voided checks issued to Eligible Applicants upon request.	08/10/2022 (First Distribution) AND 01/09/2023 (Second Distribution)
Item 4: Documentation of its annual self-analysis on its hiring practices, as provided in Part VI	February 15, 2022 (covering the period from the Effective Date through December 31, 2021) AND February 15, 2023 (covering the period of January 1, 2022 through December 31, 2022)
Item 5: for the reporting period, the number of job seekers, applicants, and hires by race for the Operative jobs	February 15, 2022 (covering the period from the Effective Date through December 31, 2021) AND February 15, 2023 (covering the period of January 1, 2022 through December 31, 2022)

Item 6: Report on jobs offers, as provided in Part VI	February 15, 2022 (covering the period from the Effective Date through December 31, 2021) AND February 15, 2023 (covering the period of January 1, 2022 through December 31, 2022)
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ATTACHMENT C-1

NOTICE TO AFFECTED APPLICANTS

Dear **[name]**:

Allan Baker, Inc., f/k/a Korrekt Optical (Korrekt) and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (Agreement) to remedy alleged findings of hiring discrimination under Executive Order 11246.

Specifically, there were statistically significant differences in hiring rates between black and white applicants when compared to Hispanic applicants for production positions in the Operatives job group at Korrekt's Louisville, Kentucky facility during the period of September 30, 2017 through December 31, 2019.

Korrekt has not admitted to any violation of Executive Order 11246 and there has not been any adjudicated finding that Korrekt violated Executive Order 11246. OFCCP and Korrekt 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 position in the Operatives job group during that time period, but was not hired.

As part of this Agreement, you may be eligible to receive a distribution of at least \$348.07 less lawful payroll deductions. Under the terms of this Agreement, it may take six months from the date of this letter before you receive your distribution.

To be eligible for a payment, you must complete, sign, and return both the enclosed Interest Form and Release of Claims Form. The form(s) should be mailed as soon as possible to the address below. **For you to be eligible to participate in the settlement, your completed documents must be received by **[insert date by which class members must respond]**.**

[Name]

[Position]

[Korrekt]

[Address]

[Email or phone number]

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

In addition to the monetary distribution, Korrekt will be making job offers for production positions in the Operatives job group 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 Korrekt, please check the appropriate box on the enclosed Interest Form. Those receiving this notice will be considered for positions in the order that Korrekt receives the

Interest Form expressing an interest in employment. All individuals hired pursuant to this Agreement will be provided with retroactive seniority for purposes of benefits.

For more information, you can visit the U.S. Department of Labor website about this case at www.dol.gov/ofccp/cml. If you have any questions you may contact OFCCP Compliance Officer **Ex (6), Ex (7)(E)** at **(b) (6), (b) (7)(C)** [@dol.gov](mailto:____@dol.gov). Your inquiry will be responded to as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS 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. IT IS YOUR RESPONSIBILITY TO ENSURE RECEIPT OF ALL COMPLETED FORMS.

Enclosures

1. Information Verification and Employment (Interest Form)
2. Release of Claims Form

ATTACHMENT C-2

**INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM
("INTEREST FORM")**

You must complete this form to be eligible for the monetary payment and/or employment opportunities under the terms of the Conciliation Agreement ("Agreement") between Allan Baker, Inc., f/k/a Korrekt Optical ("Korrekt") and the U.S. Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Address: _____

Telephone Numbers:

Home _____ Cell _____ Work _____

Email Address: _____

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

**INSERT
KORREKT OR CLAIMS ADMINISTRATOR
ADDRESS**

Provide your 9-digit Social Security Number. **All 9 digits are required.** This will be used for tax purposes only:

Social Security Number: _____ - _____ - _____

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

Caucasian African American/Black Hispanic Asian American Indian/Alaska Native

Please indicate below whether you are currently interested in employment in a production position in the Operatives job group with Korrekt at its Louisville, KY 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 am still interested in employment with Korrekt in a production position in the Operatives job group.
- No, I am not currently interested in employment with Korrekt in a production position in the Operatives job group.
- I am currently employed by Korrekt.

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. IT IS YOUR RESPONSIBILITY TO ENSURE RECEIPT OF ALL COMPLETED FORMS.

Submit the forms to:

[Name]

[Address]

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

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 Allan Baker, Inc., f/k/a Korrekt Optical (Korrekt) paying you money, you agree that you will not file any lawsuit against Korrekt for allegedly violating Executive Order 11246, as amended, in connection with its selection procedures for applicants for production positions in the Operatives job group. It also says that Korrekt does not admit it violated Executive Order 11246. 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 \$348.07 (less deductions required by law) by Korrekt to me, which I agree is acceptable, I, (print name) _____, agree to the following:

I.

I hereby waive, release and forever discharge Korrekt, 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 non-selection for employment in a production position in the Operatives job group on the basis of my race 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 Executive Order 11246, as amended, relating to my non-selection with Korrekt through the Effective Date of this Release.

II.

I understand that Korrekt denies that it treated me unlawfully or unfairly in any way and that Korrekt 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 September 26, 2019. I further agree that the payment of the aforesaid sum by Korrekt to me is not to be construed as an admission of any liability by Korrekt.

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 Korrekt.

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

Signature: _____ Date: _____

Printed Name: _____