

**Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
International Packaging Corporation
517 Mineral Spring Ave.
Pawtucket, RI 02860-3408**

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated International Packaging Corporation's d/b/a Interpak (hereinafter Interpak) establishment located at 517 Mineral Spring Ave., Pawtucket, RI 02860-3408, beginning on March 27, 2012. OFCCP found that Contractor failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), and its implementing regulations at 41 Code of Federal Regulations (CFR) Parts 60-1 through 60-3.

OFCCP notified Contractor of the specific violations alleged and the corrective actions required in a Notice of Violation (NOV) issued on September 24, 2013 and in a Show Cause Notice (SCN) issued on June 25, 2015.

Interpak does not admit any violation of the Executive Order and specifically denies any violation of the Executive Order. There been no adjudication on the merits regarding any such violation.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Contractor 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 Interpak's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violations alleged in the NOV and SCN. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Interpak 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 Interpak'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. Upon three (3) days advance notice, Interpak 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 Interpak of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA), their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. Interpak and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246.
5. Interpak agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
6. 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 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 Interpak submits its final progress report required in Part VII, below, unless OFCCP notifies Interpak in writing before the expiration date that Interpak 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 Interpak has met all of its obligations under the Agreement.
11. If Interpak violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send Interpak a written notice stating the alleged violations and summarizing any supporting evidence.

- ii. Interpak 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.
 - iii. If Interpak 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 the contractor, 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. Interpak 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. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
13. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.
14. Each party shall bear its own fees and expenses with respect to this matter.
15. 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.
16. 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. Discrimination Violation

1. **VIOLATION:** OFCCP alleges that during the time periods of 2010-2012 and 2015-2017, Interpak failed to afford equal employment opportunity to female employees in Machine Operator 1 and Machine Operator 2 positions¹ by paying them less than similarly-situated

¹ After OFCCP’s evaluation began, Interpak reclassified the Machine Operator 1 and Machine Operator 2 job titles to Producer 1 and Producer 2 job titles.

males, in violation of E.O. 11246 Section 201(1), 41 CFR 60-1.4(a)(1), and 41 CFR 60-20.4.

IV. **Financial Remedy**

1. **Monetary Settlement**

- a. **Settlement Fund.** Interpak agrees to distribute a total of \$160,000. This Settlement Fund is a negotiated amount that represents estimated back pay and accrued interest. Interpak's share of contributions/taxes on the portion representing back pay (such as federal, state and/or local statutory taxes and Federal Income Contributions Act (FICA) is not part of the Settlement Fund..
- b. **Specific Settlement Fund Amounts.** The total Settlement Fund of \$160,000 includes \$136,000 in back pay and \$24,000 in interest to 176 affected female employees to resolve the specific violation set forth above.

2. **Allocation**

- a. **Total Amount to be Allocated.** The back pay and interest amounts of the Settlement Fund will be distributed among the eligible employees as explained in this section. 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.
- b. **Affected Class Members Eligible to Receive Payments.** The Settlement Fund will be distributed to all Affected Class Members (identified in Attachment A) who timely respond to the notice process as explained below, and whose eligibility is verified (hereinafter, Eligible Class Members). These individuals will be listed on the Final List of Eligible Class Members (Final List). The process of determining the Final List is explained below under Notice Process.
- c. **Individual Payment Amounts.** Each Eligible Class Member will receive a proportionate share of the Settlement Fund, with each Eligible Class Member receiving a percentage for every full month of employment during 2010-2012 or 2015-2017. The amounts owed to each Eligible Class Member may differ depending on the employee's length of service with Interpak.
- d. **Payments to Eligible Class Members.** Interpak will issue checks or make electronic payments to each Eligible Class Member along with appropriate tax reporting forms (such as W-2 and Internal Revenue Service (IRS) Form 1099) by the date set forth on the Timeline. OFCCP will receive timely documentation of all payments made and any payments returned undelivered or any checks not cashed, as set forth on the Timeline. Any check that remains uncashed 180 days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed

funds, Interpak will deposit the monies with state offices of unclaimed funds, or with the equivalent agencies of where the check was processed, in accordance with any and all state and local applicable laws and regulations. No portion of these funds shall revert back, directly or indirectly, to Interpak or any affiliate.

- e. **Tax Payments, Forms and Reporting.** Interpak will pay Interpak's share of social security withholdings, and any other tax payments required by law, from additional funds separate from the Settlement Fund. Interpak shall mail to each Eligible Class Member an IRS Form W-2 for that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing. These IRS forms will be provided to the Eligible Class Member either at the time of payment, electronically or with the settlement checks, or at the end of the year. No Eligible Class Member will be required to complete a W-4 or W-9 in order to receive payments under this settlement.

3. Notice Process

- a. **OFCCP and Interpak Obligations under the Notice Process.** The notice process set forth in this Agreement is intended to provide Affected Class Members a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. This includes providing notice in English and Spanish to the affected workers and through multiple channels if appropriate and providing technical assistance to Affected Class Members seeking information about their rights and obligations under this Agreement. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, Interpak and OFCCP will regularly meet and 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 Interpak agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
- b. **Notice Documents.** Interpak will distribute the notice documents to Affected Class Members identified in Attachment A consistent with the sample Notice Documents contained in Attachment C (hereinafter Notice Documents). The Notice Documents will include a Notice, Release of Claims (unless Interpak elects to waive the release requirement), and Information Verification 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. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, the parties will meet and confer on any reasonable modifications of the sample Notice Documents or additions to the materials distributed by Interpak, if proposed by either party.
- c. **Timeline.** Attachment B sets forth the agreed Timeline for Notice and for the parties' other obligations under this Agreement. The parties will meet and confer on any reasonable modifications to the Timeline proposed by either party.

- d. **Distribution of Notice to Affected Class Members.** Interpak will provide initial notice by regular first-class mail to Affected Class Members. Interpak 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 Class Member by the date set forth in the Timeline. If envelopes from the initial mail notice are returned with forwarding addresses, Interpak will re-mail the Notice Documents within five (5) days of receipt of the forwarding address. Interpak may choose to provide the Notice Documents to current employees in person.

Based on the response to the initial mail notice, the parties will meet and confer by the date set forth in the Timeline to assess the results of the initial mail notice and to ensure that the second round of mail notice maximizes the potential response rate. By the date set forth in the Timeline, a second mail notice will be sent to Affected Class Members with valid addresses who fail to respond to the first mail notice unless the parties agree otherwise.

- e. **Distribution of Notice by Other Means.** Interpak shall work with the OFCCP to develop a recommended plan for notice by other means in addition to first class mail, including, as appropriate, use of email and telephone contact as may be updated by OFCCP. These other means will be designed to maximize the ability of Affected Class Members to understand their rights and obligations under this Agreement and act upon them.
- f. **Notice Deadline.** The final deadline for any Affected Class Member to respond to the Notice Documents will be set forth in these documents, but shall be no less than 30 days from the date of mailing of the Notice Documents. The parties will prominently display this deadline on all materials they distribute in paper or online form regarding this Agreement, and explain that failure to respond by this deadline will result in a forfeiture of any relief provided by this Agreement.
- g. **Technical Assistance.** The parties will timely respond to any inquiries from Affected Class Members using information consistent with this Agreement and the Notice Documents and will document all inquiries and the result. OFCCP will provide contact information for individuals to contact OFCCP regarding this Agreement. The parties will prominently display this contact information on all materials they distribute in paper or in an online form regarding this Agreement. Interpak will provide OFCCP contact information to any Affected Class Members with questions or concerns.
- h. **Exchange of Information Regarding Affected Class Members.** Interpak and OFCCP will timely exchange information regarding Affected Class Members, including updated contact information and the results of any technical assistance provided.
- i. **Final List of Eligible Class Members.** The Final List will include all Affected Class Members who timely respond to the Notice Documents by the deadline set forth in

the Timeline and whose eligibility is verified by OFCCP. The parties will establish the Final List by the date set forth in the Timeline. The parties will meet and confer on any outstanding issues or questions regarding the Final List. Either party may identify potentially Eligible Class Members who may have been erroneously excluded from the original or any subsequent list. OFCCP shall make the final determinations of eligibility, but will make every effort to negotiate in good faith to resolve any dispute about the Final List. Interpak will provide to OFCCP any information necessary to determine the Final List.

- j. **Documentation of Payments.** By the deadline set forth in the Timeline, Interpak will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Class Members, including the amounts paid, the date payment was sent, the date payment was received or the check cashed, and any uncashed or returned checks.
- k. **Interpak's Expenses.** Interpak will pay all expenses associated with carrying out its duties pursuant to this section from funds separate and apart from the amount designated in this Agreement for the Settlement.

4. **Pay Adjustments - Self-Monitoring/Auditing**

For all production jobs, Interpak will monitor on an annual basis base salary as well as the administration of non-base compensation and benefits such as yearly increases and merit awards for any indication of statistically significant disparities based on gender. If there is a statistically significant difference in the compensation of different gender groups that is not explained by legitimate factors, Interpak agrees to adjust non-base pay to correct any disparities within ten (10) days of the date the disparity is found. Interpak provided information that salary adjustments for the period 2017 to present are not required as part of this Agreement with OFCCP.

V. **Non-Monetary Relief**

- 1. Interpak will spend a minimum of \$100,000 to retain a third party consultant ("Consultant") mutually agreed upon by OFCCP with experience applicable to the industry for the purpose of:
 - a. Reviewing Interpak's production jobs and production job titles for neutral job placement;
 - b. Reviewing, refining, and aligning with Interpak's compensation system the production job descriptions;
 - c. Developing written lines of progression from lower paying to higher paying production jobs, along with written factors for advancing to the higher paying production jobs; and

- d. Developing policies that provide greater transparency and ensure equal access to opportunities for all eligible and willing applicants and employees regardless of sex, race, ethnicity, or national origin with regard to production job duties, promotional opportunities, and compensation practices, including progression into higher paying production positions.
2. Interpak will retain the Consultant within sixty (60) days of the Effective Date of this Agreement. The Consultant will have the relevant educational background and substantial experience in developing and implementing job-related and neutral employee compensation practices, promotion practices, and lines of progression.
3. Within one hundred twenty (120) days of the Effective Date of this Agreement, the Consultant will submit to Interpak and OFCCP a proposal that describes the methodology to be used in the evaluation. The proposal will estimate the time necessary to conduct a comprehensive evaluation of the Contractor's practices and write a report containing the Consultant's findings and recommendations.
4. Within five (5) days of the Consultant completing the written report, Interpak will provide a copy of the Consultant's report to OFCCP and will consider in good faith all comments about the Consultant's recommendations made by OFCCP. Interpak will implement the recommendations in the Consultant's report along with any modifications made pursuant to OFCCP's comments as soon as practicable, but no later than 120 days from receiving the report.
5. Within ninety (90) days of receiving the Consultant's report, Interpak will train all production employees on any revisions to production jobs and job duties, lines of progression, and steps for advancement to higher paying production jobs. Within ten (10) days of completing the training, Interpak will confirm to OFCCP that the training was completed.
6. Interpak agrees to investigate any complaint or information it receives that may indicate compensation disparities and take appropriate action, including correcting any compensation disparity, if the complaint or information is substantiated.

VI. Technical Violations and Remedies

1. **VIOLATION:** Interpak violated 41 CFR 60-2.17(b)(3) by failing to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist. Specifically, Interpak failed to identify, through in-depth analysis, whether there were gender-based disparities in its compensation systems as applicable to Machine Operator 1 and Machine Operator 2 positions.

REMEDY: Interpak will continue to perform in-depth analyses of its compensation systems to determine whether and where impediments to equal employment opportunity exist, including analyzing all impediments that result in gender-based disparities. Interpak will continue to incorporate these analyses and determinations into the Identification of

Problem Areas section of now-current AAPs. Interpak will continue to update these analyses annually and incorporate them into Interpak's future AAPs.

2. **VIOLATION:** Interpak violated 41 CFR 60-2.17(d)(1) through (4) by failing to develop and implement an internal audit system that periodically measures the effectiveness of its total AAP. Specifically, Interpak failed to monitor records of all personnel activity, failed to require internal reporting on a scheduled basis, failed to review and report results with all levels of management, and failed to advise top management of program effectiveness and submit recommendations to improve unsatisfactory performance.

REMEDY: Interpak will continue to develop and implement an internal audit and reporting system that periodically measures the effectiveness of its total affirmative action program as required by 41 CFR 60-2.17(d)(1) through (4), including identifying barriers to equal employment opportunity, particularly with regard to females, when administering its pay practices for individuals employed in Producer positions. The internal audit and reporting system will continue to include the following:

- a. Monitoring records of all personnel activity including referrals, applications, placements, transfers, promotions, terminations, and compensation, at all levels to ensure that its nondiscriminatory policy is carried out;
 - b. Requiring internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained;
 - c. Reviewing report results with all levels of management; and
 - d. Advising top management of program effectiveness and submitting recommendations, including specific steps and concrete strategies, to improve unsatisfactory performance.
3. **VIOLATION:** Interpak failed to preserve personnel and employment records for a period of not less than two years from the date of a) the making of the record or b) the personnel action involved, whichever occurred later, in violation of 41 CFR 60-1.12(a), (d) and (e); 41 CFR 60-300.80(a); and 41 CFR 60-741.80(a). Specifically, Interpak failed to preserve complete and accurate records of performance reviews for all employees..

REMEDY: Interpak will continue to preserve all personnel and employment records it makes or keeps in either electronic or hard copy format, including but not limited to performance reviews for all personnel, for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later. Where a compliance evaluation has been initiated by OFCCP, Interpak will continue to preserve all employment and personnel records beyond the two-year period, if applicable, until OFCCP makes a final disposition in the matter.

VII. **OFCCP Monitoring Period**

1. **Recordkeeping.** Interpak agrees to retain all records relevant to the violations cited in Parts III and VI above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required Consultant report. Interpak will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Monitoring**

Schedule and Instructions. Interpak agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

Progress Report 1: March 30, 2022

Progress Report 2: March 30, 2023

Progress Report 3: March 30, 2024

Interpak will submit reports to: **Rhonda Aubin-Smith, District Director, OFCCP Boston District Office, JFK Federal Building, Room E-235, Boston, MA 02203** or via e-mail at **(b) (6), (b) (7)(C)**[@dol.gov](mailto:rhonda.aubin-smith@dol.gov).

Interpak 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 Interpak provides in accordance with this agreement are customarily kept private or closely-held, and Interpak believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Interpak will provide such reports to OFCCP marked as “Confidential”. In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents to the maximum extent provided by law.

a. **Reports on Compensation Analysis and Pay Adjustments (if applicable).**

Pursuant to Part V, paragraph 6, in each Progress Report, Interpak will report on its monitoring of base salary and non-base compensation and benefits such as yearly increases and merit awards for any indication of statistically adverse indicators and will report on all pay adjustments made pursuant to its monitoring, including the date of the adjustment, the names and gender of individuals who received salary adjustments or offered higher paying jobs, the amount of salary adjustment, and the date of the salary adjustment or start of higher-paid position and the rate of pay.

b. **Reports on Modifications to Personnel Practices.** In each Progress Report, Interpak will report on all modifications of personnel practices, compensation policies, job descriptions, and lines of progression for production jobs made to date pursuant to the Agreement, including modifications implementing recommendations made pursuant to the Part V, paragraph 4. If any of the relevant documents such as compensation policies, production job descriptions, and lines of progression have not

been modified since being provided during a prior reporting period, a statement to that effect is sufficient.

- c. **Affirmative Action Programs.** Interpak will submit its current year AAP for E.O. 11246, Section 503 or VEVRAA with each Progress Report.

VIII. Signatures

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and International Packaging Corporation 517 Mineral Spring Ave., Pawtucket, RI 02860-3408.

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

John Kilmartin
Chief Executive Officer
International Packaging Corporation

DATE: 09/30/2011

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

Diana Sen
Northeast Regional Director

DATE: 09/30/2021

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

Rhonda Aubin-Smith
District Director
Boston District Office

DATE: 09/30/2021

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

Adriana Lopez
Assistant District Director
Boston District Office

DATE: 09/30/2021

Attachments:

- A. List of Affected Class Members and Allocation of Monetary Relief
- B. Timeline
- C. Notice Documents

**ATTACHMENT A
AFFECTED CLASS MEMBERS AND ALLOCATION OF MONETARY RELIEF**

Employee ID	Last Name	First Name	Minimum Amount
(b) (6), (b) (7)(C)			\$112.08
			\$709.87
			\$1,345.01
			\$1,345.01
			\$1,345.01
			\$541.74
			\$1,345.01
			\$1,046.12
			\$672.50
			\$1,345.01
			\$784.59
			\$1,345.01
			\$728.55
			\$952.71
			\$467.02
			\$1,345.01
			\$1,345.01
			\$1,345.01
			\$1,102.16
			\$1,345.01
			\$1,345.01
			\$672.50
			\$1,214.24
			\$1,345.01
			\$691.19
			\$672.50
			\$1,345.01
			\$672.50
			\$541.74
			\$672.50
\$672.50			
\$672.50			
\$1,251.61			
\$990.08			
\$1,345.01			
\$1,008.76			
\$1,345.01			

(b) (6), (b) (7)(C)	\$1,345.01
	\$1,345.01
	\$672.50
	\$1,345.01
	\$1,345.01
	\$1,345.01
	\$672.50
	\$672.50
	\$1,345.01
	\$1,345.01
	\$1,288.97
	\$579.10
	\$672.50
	\$205.49
	\$541.74
	\$672.50
	\$1,345.01
	\$672.50
	\$1,345.01
	\$1,307.65
	\$1,345.01
	\$672.50
	\$1,345.01
	\$1,345.01
	\$672.50
	\$1,345.01
	\$1,345.01
	\$672.50
	\$1,345.01
	\$1,046.12
	\$1,345.01
	\$1,345.01
	\$1,345.01
\$112.08	
\$1,345.01	
\$1,345.01	
\$1,345.01	
\$859.31	
\$672.50	
\$1,139.52	
\$1,345.01	
\$1,345.01	
\$1,345.01	
\$1,345.01	

(b) (6), (b) (7)(C)	\$672.50
	\$1,345.01
	\$1,345.01
	\$1,345.01
	\$1,345.01
	\$1,345.01
	\$1,345.01
	\$485.70
	\$1,345.01
	\$1,345.01
	\$672.50
	\$1,345.01
	\$205.49
	\$298.89
	\$597.78
	\$242.85
	\$1,345.01
	\$653.82
	\$672.50
	\$1,345.01
	\$1,345.01
	\$541.74
	\$541.74
	\$1,345.01
	\$1,345.01
	\$1,345.01
	\$765.91
	\$709.87
	\$1,345.01
	\$1,345.01
	\$1,345.01
	\$1,102.16
	\$896.67
	\$672.50
\$560.42	
\$541.74	
\$1,345.01	
\$672.50	
\$1,345.01	
\$1,345.01	
\$915.35	
\$1,345.01	
\$672.50	
\$112.08	

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

\$672.50
\$1,345.01
\$672.50
\$523.06
\$93.40
\$18.68
\$1,232.92
\$298.89
\$896.67
\$242.85
\$18.68
\$672.50
\$915.35
\$261.53
\$1,345.01
\$37.36
\$56.04
\$130.76
\$616.46
\$1,345.01
\$672.50
\$653.82
\$224.17
\$1,345.01
\$504.38
\$280.21
\$672.50
\$1,232.92
\$224.17
\$934.03
\$1,345.01
\$915.35
\$56.04
\$112.08
\$579.10
\$672.50
\$672.50
\$653.82
\$934.03
\$1,102.16
\$261.53
\$1,345.01
\$971.40

(b) (6), (b) (7)(C)	\$261.53
	\$803.27
	\$1,345.01
	\$784.59
	\$784.59
	\$672.50
	\$1,345.01
	\$336.25
	\$672.50
	\$672.50

ATTACHMENT B – TIMELINE

ACTIVITY	DATE
Interpak mails Notice Documents (First Mailing)	October 31, 2021
Interpak provides OFCCP with a list of Affected Class Members who did not timely return a completed and executed Release, including undeliverable mailings	December 15, 2021
OFCCP provides Interpak with updated addresses for Affected Class Members	January 9, 2022
Interpak sends second notice to Affected Class Members to determine eligibility	January 14, 2022
Interpak provides OFCCP with documentation of second mailing.	January 29, 2022
The final deadline for any Affected Class Member to respond to the notice	March 5, 2022
Interpak Submits the Final List of Eligible Class Members and copies of rejected responses.	March 20, 2022
The Parties meet to establish the Final Lists of Eligible Class Members	April 4, 2022
Interpak disburses monetary settlement	April 19, 2022
Interpak provides OFCCP with notification of disbursement of monetary settlement	April 24, 2022
Interpak provides OFCCP with documentation of all payments made and any payments returned undelivered or any checks not cashed	May 19, 2022

**ATTACHMENT C-1
NOTICE TO AFFECTED CLASS**

[International Packaging Corporation Letterhead]

[Date]

[Affected Class Member Name]
[Affected Class Member Address]

Dear [Affected Class Member Name]:

International Packaging Corporation (Contractor) and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (Agreement). OFCCP has made the claim that Contractor paid females in Machine Operator 1 and Machine Operator 2 positions (reclassified to Producer 1 and Producer 2 job titles) less per year than similarly situated males at Contractor's facility at 517 Mineral Spring Ave. Pawtucket, RI 02860, in violation of Executive Order 11246 (E.O. 11246). Contractor has not admitted to any violation of E.O. 11246 and denies any such violation occurred. There has not been any adjudicated finding that Contractor violated any laws. OFCCP and Contractor entered into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as one of the individuals who worked in a Machine Operator 1, Machine Operator 2, Producer 1 or Producer 2 position during any or all of the time periods from 2010-2012 or 2015-2017. Under the Agreement, you may be eligible to receive a payment [insert appropriate amount from Attachment A] (less deductions required by law). Under the terms of the Agreement it may take up to eight (8) months from the date of this letter before you receive your payment. In order to be eligible for a payment, you must complete, sign, and return enclosed Information Verification and Release of Claims forms. These forms should be mailed as soon as possible to the address below. **In order for you to be eligible to participate in the settlement, your documents must be postmarked by [insert date 30 days from date of mailing].**

[Name]

[Position]

International Packaging Corporation (Interpak)
517 Mineral Spring Ave.
Pawtucket, RI 02860.

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

If you have any questions you may call [name] at Interpak at [phone number], or OFCCP's Assistant District Director, Adriana Lopez at 617-(b) (6), (b) (7)(C) Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENT(S) TO INTERPAK WITHIN 30 DAYS OF [insert date 30 days from date of mailing], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

Sincerely,

[Name]

Enclosures

Information Verification Form

Release of Claims Form

**ATTACHMENT C-2
INFORMATION VERIFICATION FORM**

You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement (Agreement) between International Packaging Corporation (Interpak) and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP). Please print legibly, except for the signature.

Name: _____

Address: _____

Telephone Nos.: Home _____ Cell _____ Work _____

Email _____

Notify Interpak at the address below if your address, email address or phone number changes within the next twelve (12) months.

**[Interpak's contact name]
[Address]**

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW WITHIN 30 DAYS OF [insert date 30 days from date of mailing], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

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

Signature _____ Date _____

ATTACHMENT C-3
RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

*PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE.
YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY FROM THE SETTLEMENT.*

This Release of Claims under Executive Order 11246 (Release) is a legal document. The document states that in return for International Packaging Corporation (Contractor) paying you money, you agree that you will not file any lawsuit against Contractor for allegedly violating Executive Order 11246 in its compensation of females in Machine Operator 1 and Machine Operator 2 (or Producer 1 and Producer 2) positions. It also says that Contractor does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

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

I.

I hereby waive, release and forever discharge Contractor, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (*heirs, executors, administrators, or assigns*) have or may have which relate to my compensation as a Machine Operator 1 or Machine Operator 2 (or Producer 1 or Producer 2) on the basis of my gender at any time prior to the date of my signature on this Release. By signing this agreement, I agree that I have been made whole for any claim that could have been brought under Executive Order 11246, as amended, relating to my compensation with Contractor through the Effective Date of this Release.

II.

I understand that Contractor denies that it treated me unlawfully or unfairly in any way and that Contractor entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP) and agreed to make the payment described above to resolve alleged disparities in compensation and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on March 27, 2012. I further agree that the payment of the aforesaid sum by Contractor to me is not to be construed as an admission of any liability by Contractor.

III.

I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors and seek legal advice. I further declare that I have decided of my own free will to sign this Release.

IV.

I understand that if I do not sign this Release and return it to the contact listed on the enclosed Notice to Affected Class Members, by the deadline listed on the Notice, I will not be entitled to receive any payment (less deductions required by law) from Contractor.

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

Printed Name

Signature