

CONCILIATION AGREEMENT

Between

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

And

EL DORADO NATIONAL (d/b/a ENC)

I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") is currently evaluating Eldorado National (d/b/a ENC) establishment located at 9670 Galena Street, Riverside, CA 92509. OFCCP is alleging that ENC was not in compliance with Executive Order 11246 as amended ("E.O. 11246" or "Executive Order"), and its implementing regulations at 41 Code of Federal Regulations (CFR) Parts 60-1 through 60-3. ENC denies that it violated the Executive Order and its implementing regulations at 41 CFR Parts 60-1 through 60-3. In the interest of resolving the alleged violations without engaging in enforcement proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and ENC enter into this Conciliation Agreement ("Agreement"), 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

- A. In exchange for ENC's fulfillment of all obligations of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246, based on the alleged violations described in more detail below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the alleged violations described herein if ENC violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
- B. OFCCP may review ENC's compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents as may be relevant to the matter under investigation and pertinent to ENC's compliance. ENC will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents required.
- C. This Agreement does not constitute an admission by ENC of any violation of or noncompliance with EO 11246, Section 503 of the Rehabilitation Act of 1973, as amended ("Section 503"), the Vietnam Era Veterans' Readjustment Assistance Act of 1974 ("VEVRAA") and their implementing regulations at 41 CFR Chapter 60, or other laws, nor has there been an adjudication on the merits regarding any such violation.

- D. ENC understands that nothing in this Agreement relieves ENC of its obligation to fully comply with the requirements of EO 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment opportunity laws.
- E. ENC will not harass, intimidate, threaten, discriminate against, or otherwise 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.
- F. OFCCP and ENC (“the parties”) understand the terms of this Agreement and enter into it voluntarily.
- G. 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, the parties will work in good faith with all parties to make the corrections.
- H. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
- I. This Agreement becomes effective on the day it is signed by the Regional Director for the Pacific Region (the “Effective Date”).
- J. This Agreement will expire sixty (60) days after ENC submits the final progress report required in Part VI below, unless OFCCP notifies ENC in writing prior to the expiration date that ENC has not fulfilled all its obligations under the Agreement, in which case the Agreement is automatically extended until the date OFCCP determines that ENC has met all of its obligations under the Agreement.
- K. Each party shall bear its own fees and expenses with respect to this matter.
 - a. If ENC violates this Conciliation Agreement the procedures set forth at 41 CFR 60-1.34 will govern:
 - i. OFCCP will send ENC a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. ENC will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.

- iii. If ENC 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 for those establishments with an open review at the time of this Agreement.
 - iv. In the event of a breach of this Agreement by ENC, per 41 CFR 60-1.34, 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.
 - v. ENC may be subject to the sanctions set forth in Section 209 of the Executive Order, and/or appropriate remedies for violation of this Agreement.
- L. Nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor and this Agreement cannot be used as evidence that ENC is not in compliance with any applicable federal, state, or local laws, including but not limited to E.O. 11246, Section 503, and VEVRAA. Any release of claims required by this Agreement will only pertain to claims under E.O. 11246.
- M. 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 either party's policies, practices, or positions 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.
- N. All references to "days" in this Agreement are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a federal holiday, that deadline will be extended to the next business day.

III. ALLEGED DISCRIMINATION VIOLATIONS

A. Alleged hiring discrimination.

OFCCP alleges that ENC is not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 CFR 60-1.4(a)(1). OFCCP's findings reveal ENC discriminated against Caucasian and Asian applicants for its Administrative job group positions during the January 1, 2018 through December 31, 2019 period at its Riverside, CA establishment. Specifically, OFCCP found statistically significant differences in the hiring rates of Caucasian and Asian applicants when compared to similarly qualified Hispanic applicants for various Administrative positions, resulting in an aggregate standard deviation of (b) (7)(E) and a shortfall of 4 hires against Caucasian applicants, and a standard deviation of (b) (7)(E) and a shortfall of 2 hires against Asian applicants during the review period.

IV. MONETARY and NON-MONETARY REMEDIES

A. Settlement Fund

1. Settlement Fund: In order to resolve all OFCCP findings related to the establishment identified in Part I of this Agreement, ENC agrees to distribute a total of \$44,000.00 in back pay and interest, less deductions required by law on that portion representing back pay only (i.e., federal, state, and/or local taxes, employer and Class Member's share of FICA, FUTA, etc.) to each eligible Class Member identified on the final "Eligible Class Members List" (Attachment A) according to the Timeline (Attachment C), pursuant to the process set forth in Part IV-B.
2. Specific Settlement Fund Amounts. The total Settlement Fund amount includes \$39,908.00 in back pay and \$4,092.00 interest to resolve specific violation set forth above.

B. Notice Process

1. OFCCP and ENC Obligations: Pursuant to the dates agreed upon in the Timeline (Attachment C), El Dorado (or its Third Party Administrator) will notify the individuals listed on the "Eligible Class Members List" (Attachment A) of the terms of this Agreement by certified mail (return receipt). ENC will provide a set of "Notice Documents" to each Eligible Class Member. The Notice Documents shall consist of: 1) a Notice Form to Eligible Class Members ("Notice Form" - Attachment B-1); 2) an Information Verification Form ("Information Form" - Attachment B-2); and 3) a Release of Claims under Executive Order 11246 Form (the "Release Form" - Attachment B-3). The Notice Documents shall be accompanied by an ENC self-addressed, postage prepaid, return envelope. Eligible Class Members must return the completed "Information Form" and "Release Form" to ENC by the deadline date identified in the Notice Documents and outlined in the Timeline (Attachment C). In order to be eligible for a payment, each Eligible Class Member must, within 30 days of receipt of the Notice Documents, respond by returning the completed "Information Form" and "Release Form" to ENC (or its' Third-Party Administrator).

Pursuant to the dates in the Timeline, ENC will notify OFCCP of all Notice Documents returned to ENC as 'undeliverable'. OFCCP will then attempt to obtain updated Eligible Class Member addresses, and will provide the updated Eligible Class Member addresses to ENC by the deadline date identified in the Timeline. ENC (or its Third-Party Administrator) will then use the updated Eligible Class Member address provided by OFCCP to notify each Eligible Class Member of her eligibility status via a second mailing of the Notice Documents, which will be re-mailed by ENC to each Eligible Class Member's updated address by the deadline date identified in the Timeline. Each Eligible Class Member shall be provided a second 30-day period from the date of receipt of the Notice Documents, to respond by returning the completed "Information Form" and "Release Form" to ENC (or its' Third-Party Administrator).

2. Timeline: Attachment C sets forth the agreed Timeline for distribution of the "Notice Documents", and for the parties' other obligations under this Agreement. The parties will meet and confer on any reasonable timeline modifications proposed by either party.

3. Notice Deadline: The final deadline for any Eligible Class Member to respond to the Notice Documents is set forth in the Timeline (Attachment C). 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.
4. Final List of Eligible Class Members: The Final List of Eligible Class Members will include all Eligible Class Members who timely respond to the Notice by the deadline set forth in the Timeline (Attachment C) and whose eligibility is verified by OFCCP. In accordance with the dates in the Timeline, ENC shall provide to OFCCP a list of all Eligible Class Members who timely submitted a completed (fully executed) "Information Form" and "Release Form", along with a copy of each such Eligible Class Member's "Information Form" and "Release Form" which was received by ENC. In accordance with the dates in the Timeline, OFCCP shall approve the list of Eligible Class Members who have responded in a timely manner to the first or second issuance of "Notice Documents", or otherwise work together with ENC to revise the list so that it meets with OFCCP approval. The list of Eligible Class Members, once approved by OFCCP, shall constitute the "Final Class Member List." Any Eligible Class Member who cannot be located or who failed to submit a completed "Information Form" and "Release Form" within the established timeframes identified in the Timeline will not be eligible for any financial remedies under this Agreement.
5. ENC's Expenses: ENC 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 Fund.

C. Allocation

1. Tax Payments, Forms and Reporting: ENC will pay its share of social security withholdings, and any other tax payments required by law from additional funds separate from the Settlement Fund. ENC shall deliver to each Eligible Class Member who receives a payment pursuant to this Agreement 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 each 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.
2. Payment to Eligible Class Members: OFCCP will provide ENC a list of the payment amount for each Eligible Employee on the Final List by the date set forth on the Timeline. ENC will issue checks as the sole payor or make electronic payments to each Eligible Employee in the stated amount, along with appropriate tax reporting forms (such as W-2 and 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 120 days after the initial date the check was mailed to the Eligible Employee will be void. With respect to any uncashed funds exceeding one

hundred dollars (\$100), ENC will make a second distribution, in equal shares, to all Eligible Employees who cashed their first check.

3. Documentation of Payments: By the deadline set forth in the Timeline (Attachment C), ENC 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. In the event of a second distribution, ENC will provide similar documentation of the second distribution.

D. Nonmonetary Relief

1. Job Opportunities: As vacancies occur in Job Group 5 – Administrative, ENC shall make bona fide job offers of full-time employment to applicants who are listed as Eligible Class Members, who have expressed interest in employment, and who have not been or are not currently employed by ENC (“Eligible Applicants”) until: Four (4) Eligible Caucasian Class Members and two (2) Eligible Asian Class Members are hired into Job Group 5 - Administrative positions at the Riverside, CA establishment, or until the list of Eligible Class Members expressing an interest in employment is exhausted, whichever occurs first. Until that time, these Eligible Applicants will have priority over all other candidates for hire into Job Group 5 – Administrative positions. Eligible Class Members will be considered based on the date their completed notice forms are returned. If multiple notice forms are received on the same date, the original application date of the Eligible Applicant will determine the order of employment consideration.

Eligible Class Members must meet the minimum qualifications of the position(s) to which they have applied as of the date the hiring decision is being made. In addition, Eligible Class Members must be able to pass any pre-employment screenings, such as background checks and/or drug screens, that are in place as of the date the hiring decision is being made. Any minimum qualifications and pre-employment screenings in place must comply with applicable regulations and laws. No relocation assistance will be offered.

Eligible Class Members will be allowed at least two weeks to report for work after receiving a written job offer from the ENC. The Eligible Class Members hired pursuant to this Agreement will be paid the current wage rate for those positions and will be provided with the same benefits and opportunity to earn overtime and shift differentials as other similar positioned employees. In addition, all Eligible Class Members who are hired will receive retroactive seniority using the date of their original application as their hire date for purposes of layoff, job retention, and the receipt of vacation leave, sick leave, PTO (paid time off), and all other eligible forms of non-wage compensation (as appropriate).

ENC will document the results of all Eligible Applicant contacts (i.e., those who have been notified, applied, hired, terminated, rejected or self-eliminated from employment consideration - and the reasons therefore) during the monitoring period, and will submit this documentation to OFCCP in accordance with the reporting requirements outlined in Section VI(E), below.

E. Hiring Process & Internal Audit

1. Commitment to Comply with Regulations: ENC agrees to comply with all OFCCP regulations concerning hiring procedures, including 41 C.F.R. § Part 60-3. ENC will not use any hiring procedure that has an adverse impact, as defined in 41 C.F.R. § 60-3.4(D), on applicants of a particular race or gender unless it properly validates the procedure pursuant to these regulations.

ENC will conduct an annual audit in order to determine whether adverse impact exists in Job Group 5-Administrative, and will submit its results to OFCCP in accordance with the reporting requirements outlined in Section VI(G), below.

2. Hiring Policies and Procedures: ENC will establish, revise, and/or update its written anti-discrimination hiring policies and procedures for the selection process at its Riverside, CA establishment, and will submit a copy of the policies and procedures, along with other documentation described in this part (2a – 2e), to OFCCP in accordance with the reporting requirements outlined in Section VI(H), below. Specifically, ENC will:
 - a. Provide a copy of each vacancy announcement used by ENC to solicit applicants for its Job Group 5-Administrative positions. The vacancy announcement should (at a minimum) identify the job title, the minimum and desired qualifications for the position, and the timeframe or deadline date for acceptance of applications or resumes.
 - b. Provide a log of all external recruitment sources utilized by ENC to post job vacancies. At a minimum, the log should record the name and contact information for the recruitment source, the date ENC's vacancy was posted, the number of applicants referred from the recruitment source, and the number of referred applicants who were hired.
 - c. Provide a log of all applicants for Job Group 5-Administrative positions at ENC's Riverside, CA facility. This log shall include the applicant's name, race, gender, application date, position applied for, referral source (how the applicant learned about the vacancy), and final disposition of the applicant (hired, not hired, and why). For purposes of this report, an applicant shall be defined as any person who expresses interest in a position and applies in response to a vacancy announcement advertised by ENC.
 - d. Provide a copy of the complete application or resume (including self-identification forms, background checks, aptitude tests; written interview or screening notes, etc.) for each person listed on the applicant log identified at Section E2(c), above.
 - e. Provide a written outline describing each step in the selection process from the posting of the vacancy to hire of the successful applicant. Also, identify the name and position of each individual who administers any function in the selection process (i.e., who screens applications; conducts interviews; administers aptitude tests; background checks; final decision to hire, etc.).

F. Training

1. Within six (6) months of the Effective Date of this Agreement, ENC will provide training for all management and non-management individuals involved in any way in recruiting, screening, interviewing, selecting, hiring, and tracking for its Job Group 5 – Administrative applicants at the Riverside, CA establishment on the Revised Hiring Process. The documentation must include the date(s) of the training, the name and job title of each attendee, an outline of the training topics, and the name and title of each person who conducted the training. At a minimum, the training must include the dissemination of information relative to ENC's non-discrimination obligations in accordance with 41 CFR § 60-1.4, and ENC's document retention obligations in accordance with the regulations at 41 C.F.R. § 60-1.12(a) and 41 C.F.R. § Part 60-3.

ENC will submit documentation to OFCCP in order to verify that the training in this part has been conducted in accordance with the reporting requirements outlined in Section VI(I), below.

V: TECHNICAL VIOLATIONS

- A. VIOLATION 1: OFCCP found that during the review period of January 1, 2018 through December 31, 2019, ENC failed to perform in-depth analysis of its total employment process to determine whether and where impediments to equal employment opportunity exist, in violation of 41 CFR § 60-2.17(b). Specifically, ENC failed to conduct appropriate analysis or monitoring of its recruitment and hiring process to ensure all applicants for its Job Group 5 - Administrative positions were being afforded an equal opportunity to apply without regard to race or ethnicity. During a portion of the review period, ENC relied on employee referrals to fill open positions in Job Group 5 – Administrative. ENC's practice prevented applicants from having an equal opportunity to apply for vacancies when they occurred.

REMEDY 1: ENC will administer its recruitment and hiring process in a manner that affords applicants an equal opportunity to apply for positions without regard to the race or ethnicity of the applicant, and will periodically perform an in-depth analysis of its total employment process to identify any impediments that may hinder such efforts, in accordance with the requirements of 41 CFR § 60-2.17(b).

ENC will conduct appropriate analyses of its recruitment and hiring process, according to individual race and ethnicity, on an annual basis. If statistically significant disparities are identified for any race or ethnicity, ENC will make appropriate good-faith efforts to eliminate the disparity (e.g., by expanding recruitment efforts to target sources able to provide qualified applicants representing the specific race or ethnicity where the disparity exist).

- B. VIOLATION 2: OFCCP found that during the review period of January 1, 2018 through December 31, 2019, ENC failed to preserve all personnel or employment records for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later, in violation of 41 CFR § 60-1.12(a). Specifically, ENC failed

to preserve all personnel and employment records created during the selection process for Job Group 5 - Administrative positions at its Riverside, CA establishment, including applications, resumes, and other records related to the individual phases of its overall hiring procedures.

REMEDY 2: ENC agrees to preserve and maintain all personnel and employment records for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later, in accordance with the requirements of 41 CFR § 60-1.12(a).

VI. REPORTS REQUIRED DURING OFCCP MONITORING PERIOD

- A. Recordkeeping: ENC agrees to retain all records relevant to the alleged violations cited in this Agreement and the reports submitted in compliance with this Agreement. 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. ENC will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
- B. Confidentiality: ENC 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 ENC provides in accordance with this Agreement are customarily kept private or closely-held, and ENC believes should remain confidential under the Freedom of Information Act (FOIA) in the event of a FOIA request, ENC 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 fullest extent possible under the law.
- C. ENC Reports: ENC will submit all reports to Senior Compliance Officer (b) (7)(C), (b) (6) at Orange Area Office, US Department of Labor, OFCCP, 770 The City Drive, Suite 5700, Orange, CA 92868. (b) (7)(C), (b) (6) @dol.gov.
- D. Schedule and Instructions: ENC agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:
1. Progress Report 1: *Covers 60 Days from ‘Effective Date’ of this Agreement (Report will be due 75 days from Effective Date).*
 2. Progress Report 2: *Covers 12 Months from ‘Effective Date’ of this Agreement (Report will be due 13 months from Effective Date).*
 3. Progress Report 3: *Covers 24 Months from ‘Effective Date’ of this Agreement (Report will be due 25 months from Effective Date).*

E. Reports on Job Offers (Eligible Applicants/Class Members): For Progress Reports 2 and 3, ENC will report on all job offers and hires made to date pursuant to the Agreement until all job opportunities are filled or the list of Eligible Applicants is exhausted. ENC will submit this documentation in adherence with Section IV(D) of this Agreement. This includes:

1. Documentation of all job offers made to Eligible Applicants, including the names of individuals offered jobs, the date of their application, the date of the offer, specific job (position/job title) offered, date the offer was accepted or rejected, and starting date and starting pay (if applicable).
2. Documentation of Eligible Applicants who expressed interest in job offers, but did not successfully complete the application process, including the names of these individuals, the date of their application, if any, and the reason ENC determined they did not successfully complete the application process. This includes individuals who did not receive job offers because all available positions were filled.
3. Documentation of Eligible Applicants who were hired and terminated during the life of this Agreement and the reason for the termination.
4. Documentation of the number of available positions remaining to be filled and the number of Eligible Applicants still on the list.
5. If ENC fails to meet its hiring obligations under this Agreement by the close of the Monitoring Period, OFCCP reserves its rights under Section II (J) of this Agreement to extend the monitoring period or to pursue enforcement remedies.

F. Applicant Tracking Data: For Progress Reports 2 and 3, ENC will submit an applicant and hiring log that covers hiring for all Job Group 5 – Administrative positions. ENC will submit this documentation in adherence with Section IV(E2).

G. Internal Hiring Audits: For Progress Reports 2 and 3, ENC will provide its most recent hiring audit (adverse impact analysis) for Job Group 5 - Administrative, including any phased analyses where overall hiring disparities were found. ENC will submit this documentation in adherence with Section IV(E1) of this Agreement.

H. Hiring Procedures: For Progress Reports 2 and 3, ENC will submit documentation to satisfactorily demonstrate adherence with each element of the hiring procedures described in Section IV (E2) of this Agreement.

I. Training: For Progress Report 1, ENC will submit documentation to satisfactorily demonstrate that training has been administered to all management and non-management personnel involved in administration of its hiring process (i.e., recruiting, screening, interviewing, hiring, or tracking of applicants) at its the Riverside, CA establishment. ENC will submit this documentation to demonstrate adherence with Section IV(F) of this Agreement.

- J. Monetary Remedies: In accordance with the Timeline (Attachment C), ENC shall disseminate all 'Notice' information and documentation necessary to ensure that the monetary remedies of this Agreement are carried out.

- K. 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 ENC's final progress report as set forth in Part II, Paragraph J above. If OFCCP fails to notify El Dorado in writing within sixty (60) days of the date of the final progress report that ENC has not fulfilled all 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 ENC within the allotted time that it has not fulfilled all its obligations, this Agreement is automatically extended until the date that OFCCP determines ENC has met all of its obligations under the Agreement.

VII. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and ENC.

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

Stephen W. Boettinger
General Counsel & Secretary
ElDorado National

DATE: 1/17/23

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

Regional Director
Pacific Region

DATE: 1/18/2023

Attachments

- A. List of Affected Class Members
- B. Notice Documents (3 Total)
 - B-1 Notice Form
 - B-2 Information Verification and Employment Interest Form
 - B-3 Release Form
- C. Timeline

Attachment A: List of Affected Class Members

Caucasians

Asians

- | | |
|------------------------|-------------------------|
| 1. (b) (7)(C), (b) (6) | 51. (b) (7)(C), (b) (6) |
| 2. [Redacted] | 52. [Redacted] |
| 3. [Redacted] | 53. [Redacted] |
| 4. [Redacted] | 54. [Redacted] |
| 5. [Redacted] | 55. [Redacted] |
| 6. [Redacted] | 56. [Redacted] |
| 7. [Redacted] | 57. [Redacted] |
| 8. [Redacted] | 58. [Redacted] |
| 9. [Redacted] | 59. [Redacted] |
| 10. [Redacted] | 60. [Redacted] |
| 11. [Redacted] | 61. [Redacted] |
| 12. [Redacted] | 62. [Redacted] |
| 13. [Redacted] | 63. [Redacted] |
| 14. [Redacted] | 64. [Redacted] |
| 15. [Redacted] | 65. [Redacted] |
| 16. [Redacted] | 66. [Redacted] |
| 17. [Redacted] | 67. [Redacted] |
| 18. [Redacted] | 68. [Redacted] |
| 19. [Redacted] | 69. [Redacted] |
| 20. [Redacted] | 70. [Redacted] |
| 21. [Redacted] | 71. [Redacted] |
| 22. [Redacted] | 72. [Redacted] |
| 23. [Redacted] | 73. [Redacted] |
| 24. [Redacted] | 74. [Redacted] |
| 25. [Redacted] | 75. [Redacted] |
| 26. [Redacted] | 76. [Redacted] |
| 27. [Redacted] | 77. [Redacted] |
| 28. [Redacted] | 78. [Redacted] |
| 29. [Redacted] | 79. [Redacted] |
| 30. [Redacted] | 80. [Redacted] |
| 31. [Redacted] | 81. [Redacted] |
| 32. [Redacted] | 82. [Redacted] |
| 33. [Redacted] | 83. [Redacted] |
| 34. [Redacted] | 84. [Redacted] |
| 35. [Redacted] | 85. [Redacted] |
| 36. [Redacted] | 86. [Redacted] |
| 37. [Redacted] | 87. [Redacted] |
| 38. [Redacted] | 88. [Redacted] |
| 39. [Redacted] | 89. [Redacted] |
| 40. [Redacted] | 90. [Redacted] |
| 41. [Redacted] | 91. [Redacted] |
| 42. [Redacted] | 92. [Redacted] |
| 43. [Redacted] | 93. [Redacted] |
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| 4. [Redacted] | 54. [Redacted] |
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| 8. [Redacted] | |
| 9. [Redacted] | |
| 10. (b) (7)(C), (b) (6) | |
| 11. [Redacted] | |
| 12. [Redacted] | |
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| 48. [Redacted] | |
| 49. [Redacted] | |
| 50. [Redacted] | |

Attachment B1: Notice

You may be eligible to get money because of a legal settlement between ENC and the U.S. Department of Labor

We are writing to provide information about a legal settlement between the U.S. Department of Labor and ElDorado National (California), Inc. (“ENC”) that may benefit you. Our records show that you may be one of the class members covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and a job opportunity with ENC.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor’s Office of Federal Contract Compliance Programs (OFCCP) conducted a review of ENC’s selection practices during January 1, 2018 through December 31, 2019. OFCCP is the government agency responsible for enforcing nondiscrimination and equal employment opportunity through affirmative action requirements that apply to federal contractors such as ENC. OFCCP alleges that ENC discriminated against Asian and Caucasian applicants in hiring. ENC denies those claims. Ultimately, OFCCP and ENC have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement between ENC and OFCCP.

As a result, affected class members may be eligible for back pay and job offers.

ARE YOU AFFECTED?

OFCCP identified a hiring disparity against Asian and Caucasian applicants in Job Group 5 – Administrative positions at ENC’s Riverside, California facility between January 1, 2018 through December 31, 2019. If you are Asian or Caucasian and applied for one of these positions during the applicable time period, but were not hired, you are covered by this settlement.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for employment during the relevant time frame, and were not selected, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$_____** (before adjustments for taxes and payroll contributions). This amount represents your share of back wages and other payments ENC is making to settle the identified issues. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.
- (2) **You may be eligible for a job offer.** ENC will be making job offers to some of the individuals receiving this notification. It is not guaranteed that you will receive a job offer.

To get these benefits, you will need to release or agree to give up certain legal claims and sign the enclosed forms.

WHAT IS YOUR NEXT STEP?

You should read this Notice and the enclosed Interest and Release forms.

Please do not ignore these forms or throw them away. Otherwise, you could miss an opportunity to receive money or a job offer from ENC.

To be eligible for a payment and a job offer, you must complete and sign **both** of the enclosed forms — (1) the Information Verification and Employment Interest form and (2) the Release of Claims Under Executive Order 11246 form — and return them to:

[Name and address for return of forms or instructions/email for electronic submission]

DEADLINE: The forms must be received by [INSERT specific date for First or Second Notice deadline date in Attachment C]

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

If you fail to return both of the required forms by the deadline above, or if your forms do not verify your eligibility, you will not be eligible to receive any money, consideration for job opportunities, or any other benefits that are available to you by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact Senior Compliance Officer (b) (7)(C), (b) (6) at (b) (7)(C), (b) (6)@dol.gov. You can also visit the U.S. Department of Labor Web site about this case at www.dol.gov/ofccp/cml.

Attachment B-2:

INFORMATION VERIFICATION AND EMPLOYMENT INTEREST FORM

You must complete this form in order to be eligible for the monetary payment and/or employment opportunity under the terms of the Conciliation Agreement (“Agreement”) between EIDorado National (d/b/a ENC) and the U.S. Department of Labor’s Office of Federal Contract Compliance Programs (“OFCCP”). Please print legibly, except for the signature.

Name: _____

Address: _____

Telephone Numbers: Home _____ Cell _____

Email Address: _____

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

INSERT
CLAIMS ADMINISTRATOR
ADDRESS

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

For purposes of this settlement, it is necessary to verify your race & date of birth (DOB):

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

DOB: _____ (XX/XX/XXXX)

Please indicate below whether you are currently interested in employment in an administrative position with ENC; and if you have previously worked for ENC. If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether or not you are interested in employment at this time. Please check all that apply.

- Yes, I am interested in employment at ENC;
- I have previously worked for ENC;

Name at time of employment: _____

Location: _____

Dates of employment: _____

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO ENC BY [DATE], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR BE TO BE CONSIDERED FOR A JOB OFFER UNDER THE TERMS OF THIS AGREEMENT.

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

Signature

Date

Attachment B-3: Release Form

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 El-Dorado National ("d/b/a ENC") paying you money, you agree that you will not file any lawsuit against the ENC for alleged hiring discrimination under Executive Order 11246. It also says that the ENC does not admit it violated any laws enforced by OFCCP. 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 adjustments required by law) by ENC, which I agree is acceptable, I (print name) _____ agree to the following:

I.

By signing this Release, I agree that I have been made whole for any claim that could have been brought under Executive Order 11246 relating to the ENC's hiring practices through the Effective Date of this Release. I hereby release ENC, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its shareholders, owners, directors, officers, employees, agents, and assigns from any claim for additional make whole relief obtained through any action based on or involving the ENC's hiring practices through the effective date of this Release that could have been brought under Executive Order 11246. Here, make whole relief is defined as the total earnings lost, and includes: salary or wages, overtime, premium pay and shift differentials, incentive pay, raises, bonuses, lost sales commissions, cost-of-living increases, tips, medical and life insurance, fringe benefits, pensions, stock options, and awards.

II.

I understand that ENC does not agree that it treated me unlawfully or unfairly in any way and that ENC 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 reviews initiated by OFCCP related to the facility covered by the Conciliation Agreement. I further agree that the payment of the aforesaid sum by ENC to me is not an admission of any wrongdoing by ENC and is not to be construed as such.

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 ENC or the claims processor by the deadline, I will not be entitled to receive any payment (less deductions required by law).

I have signed this document of my own free will.

Signature: _____ Date: _____

Printed Name: _____

Attachment C: Timeline

The dates and actions contained in the chart below provide the primary deadlines for taking necessary actions in accordance with the Conciliation Agreement (“Agreement”) entered into by Eldorado National (“d/b/a ENC”) and the Office of Federal Contract Compliance Programs (“OFCCP”). For a complete list of all obligations, please refer to the Agreement itself. All deadlines are end dates. Either party is free to perform prior to the deadlines identified herein. Should ENC or OFCCP wish to amend these deadlines, the parties will confer in good faith prior to initiating any enforcement proceeding. The “Effective Date” refers to the date that the Agreement is signed by the Regional Director for the Pacific Region.

ACTIVITY	DATE
ENC Mails Notice Documents (First Mailing)	February 28, 2023
Deadline for Affected Class Members to Reply to 1 st Notice	April 14, 2023
ENC Notifies OFCCP of Undeliverable Mailings (1 st Round)	May 1, 2023
OFCCP Provides Updated Contact Information to ENC	May 16, 2023
ENC Mails Notice Documents (Second Mailing)	May 31, 2023
Deadline for Affected Class Members to Reply to 2 nd Notice	July 14, 2023
ENC Provides OFCCP with Proposed List of Eligible Class Members	August 14, 2023
OFCCP Reviews and Approves Final List and Distribution Amounts	September 1, 2023
ENC Mails Checks to Eligible Class Members	September 15, 2023
ENC Provides OFCCP with Documentation of Payment (1 st Distribution)	October 31, 2023
Distribution of Remaining Funds to Eligible Class Members	December 1, 2023
ENC Provides OFCCP with Documentation of Payment (2 nd Distribution)	January 15, 2024
Progress Report #1	February 28, 2023
Progress Report #2	December 31, 2023
Progress Report #3	December 31, 2024

NOTE: Dates marked with asterisk (*) shall be due on next business day (i.e., Monday).