

Early Resolution Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
and  
National Office Furniture, Inc. – Danville

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated the National Office Furniture, Inc. establishment located at 259 Stewarts Lane, Danville, Kentucky 40422-9560 (“Contractor”) beginning on June 29, 2020. During the compliance review of Contractor, OFCCP alleged Contractor was not in compliance with Executive Order 11246, as amended (“E.O. 11246” or the “Executive Order”) and its implementing regulations at 41 Code of Federal Regulations (“CFR”) Chapter 60, Sections 60-1 through 60-3. OFCCP has not issued any formal notice of alleged violations regarding Contractor and there have not been any adjudicated findings. Contractor denies the allegations.

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 (collectively “the parties”) enter into this Conciliation Agreement (“Agreement”) and its attachments, which are incorporated by reference into this Agreement, and the parties agree to all the terms herein.

**II. General Terms and Conditions**

1. In exchange for Contractor’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 alleged violations described in Section III below. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Contractor 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 Contractor’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. Contractor 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 Contractor of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended (Section 503), the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (VEVRAA), their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. Contractor and OFCCP agree that any release of claims required by this Agreement will only pertain to claims of hiring discrimination under E.O. 11246.
5. Contractor 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 Director of the Southeast Region (Effective Date).
9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) days after Contractor submits its final progress report required in Section VII, below, unless OFCCP notifies Contractor in writing before the expiration date that Contractor 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 Contractor has met all of its obligations under the Agreement.
11. If Contractor violates this Agreement:
  - a. The procedures at 41 CFR 60-1.34 will govern:
    - i. OFCCP will send Contractor a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. Contractor 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 Contractor 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 establishment, 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. Contractor may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 CFR 60-1.27 and/or other appropriate relief for violating this Agreement.
- 12. Contractor neither admits nor denies any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
- 13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- 14. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than OFCCP and cannot be used as evidence that Contractor is not in compliance with any applicable federal law, including E.O. 11246, Section 503, and/or VEVRAA.
- 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 (“the Timeline”), 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 Violations**

- A. **Alleged Sex Discrimination in Hiring:** OFCCP alleges that Contractor is not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 Section 202 and 41 CFR 60-1.4(a)(1). Specifically, OFCCP found statistically significant differences in the hiring rates of female applicants for Product Assembly positions when compared to similarly qualified male applicants during the period of July 1, 2018 through June 30, 2020, resulting in a shortfall of 15 female hires.
- B. **Technical Violations:**
  - 1. **Violation:** During the period of July 1, 2018 to June 30, 2020, Contractor failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-1.12(a) and (e). Specifically, Contractor failed to keep all applicant interview, hiring and other general 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, which ever occurred later.

**Remedy:** Contractor will keep and preserve complete and accurate personnel and employment records, as required by 41 CFR 60-1.12(a) and (e) for a period of not less than two years from the date of the making of the record or the personnel action, whichever occurs later.

2. **Violation:** During the period July 1, 2018 to June 30, 2020, Contractor failed to immediately list all required employment openings with either the state workforce agency job bank or a local employment service delivery system serving the location where the openings occurred, in violation of 41 CFR 60-300.5(a)2-6.

**Remedy:** Contractor will list all employment openings as they occur with an appropriate employment service delivery system (ESDS) where the openings occur, in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to Contractor, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, Contractor will also advise the employment service delivery system that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state, and provide the employment service delivery system with the name and address of each of its hiring locations within the state and the contact information for the Contractor official responsible for hiring at each location, as required by 41 CFR 60-300.5(a)4. Should any of the information in the disclosures change since it was last reported to the ESDS, Contractor will provide updated information to the ESDS simultaneously with its next job listing.

#### **IV. Financial Remedy**

##### **1. Settlement Fund**

- a. The Settlement Fund is a negotiated monetary amount that represents estimated back pay and accrued interest arising from the alleged violations. Contractor's share of statutory taxes/contributions for the portion representing back pay, such as the contributions under the Federal Income Contributions Act ("FICA"), Federal Unemployment Tax Act ("FUTA"), and/or other federal, state and/or local taxes, is not part of the Settlement Fund. Contractor will be responsible for any banking account fees related to the Settlement Fund.
- b. **Specific Settlement Fund Amounts.** The total Settlement Fund amount of \$132,500.00 includes \$114,480.00 in back pay and \$18,020.00 in interest to resolve the specific violations set forth in Section III.

##### **2. Allocation**

- a. **Total Amount to be Allocated.** The back pay and interest amounts of the Settlement Fund will be distributed as explained in this Section to all Affected Applicants

(identified in Attachment A) who timely respond to the Notice Process as explained below, and whose eligibility is verified (hereinafter, “Class Members”). Monetary distributions to Class Members will include appropriate deductions for each individual’s share of payroll deductions required by law on the portion representing back pay only, such as federal (FICA/FUTA), state, or local insurance premiums or taxes.

- b. **Affected Applicants Eligible to Receive Payments.** The Settlement Fund will be distributed to all Class Members on a pro-rata basis. These individuals will be listed on the Final List of Class Members (“Final List”). The process of determining the Final List is explained below under Notice Process. All Class Members are entitled to their share of the monetary settlement regardless of whether they are currently interested in employment in a Product Assembly job with Contractor.
- c. **Payments to Class Members.** OFCCP will provide Contractor a list of the payment amount for each Class Member on the Final List by the date set forth on the Timeline. Contractor will issue checks or make electronic payments to each Class Member in the stated amount, along with appropriate tax reporting forms (such as Internal Revenue Service (IRS) Forms W-2 and 1099) by the date set forth in the Timeline. Contractor will provide to OFCCP timely documentation of all payments made to Class Members and any payments returned undelivered, or any checks not cashed, as set forth on the Timeline. Reasonable efforts will be made to ensure that all Class Members listed on the Final List have an opportunity to claim their portion of the settlement. When it is determined that a Class Member did not receive a check or that a check was lost, OFCCP and Contractor will work together to provide a replacement check before any funds are redistributed to other class members. Any checks that remain uncashed 180 days after the initial date checks are mailed to the Class Members will be void. With respect to any uncashed funds, if the total amount of uncashed checks results in a payment of \$50 or more to each Class Member who cashed their first check, Contractor will make a second distribution to all Class Members who cashed their first check by the deadline set forth in the Timeline. Any second distribution check that remains uncashed 180 days after the date the second distribution was mailed to the Class Member will be void.
- d. **Tax Payments, Forms, and Reporting.** Contractor will pay Contractor’s share of social security withholdings and any other tax payments required by law from additional funds separate from the Settlement Fund. Contractor shall mail to each Class Member an IRS Form W-2 for that portion of the payment representing back pay and, if required, an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be provided to the Class Members either at the time of payment, or at the end of the year. No Class Member will be required to complete an IRS Form W-4 or W-9 in order to receive payments under this settlement. In addition, OFCCP will report the terms of this settlement to the IRS via a form 1098-F.

### 3. Notice Process

- a. **Mutual Obligations under the Notice Process.** The Notice Process set forth in this agreement is intended to provide Affected Applicants a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, Contractor and OFCCP will regularly meet and confer in person, 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 Contractor agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
- b. **Notice Documents.** Contractor will distribute Notice Documents contained in Attachments C-1, C-2, and C-3 to Affected Applicants identified in Attachment A. The Notice Documents include the Notice (Attachment C-1), the Information Verification & Employment Interest Form (Attachment C-2), and the Release of Claims (Attachment C-3) (collectively, “Notice Documents”). As specified in the Timeline and as otherwise necessary to fulfill this Agreement, the parties will meet and confer on any reasonable modifications of the Notice Documents, if proposed by either party.
- c. **Timeline.** Attachment B sets forth the agreed Timeline for the Notice Process and for the parties’ other obligations under this Agreement. The parties will meet and confer on reasonable modifications to the Timeline proposed by either party.
- d. **Search for Affected Applicants.** OFCCP shall provide Contractor with complete contact information for Affected Applicants that OFCCP may have or may reasonably obtain, by the date set forth in the Timeline.
- e. **Distribution of Notice Documents to Affected Applicants.** Contractor will provide Notice Documents to Affected Applicants by email and by regular first-class mail. Contractor will send copies of all Notice Documents as defined above, including a postage-paid return envelope, by email and by regular first-class mail to the most recent known mailing address for each Affected Applicant, by the date set forth in the Timeline. If the Notice Documents are returned to Contractor with forwarding addresses, Contractor will re-mail the Notice Documents within seven (7) days of receipt of the forwarding address. If the Notice Documents are returned as undeliverable with no forwarding address, Contractor will notify OFCCP of this fact and request updated addresses from OFCCP.

Contractor will re-mail the Notice Documents to Affected Applicants for whom OFCCP provides an updated address within seven (7) days of receiving updated addresses from OFCCP.

Per the Timeline, Contractor will provide OFCCP the names of the Affected Applicants who do not respond to the Notice Documents, failed to return both the Information Verification & Employment Interest Form and the Claims Release Form, or failed to sign one of these Forms as required. Based on the response to the initial

Notice, the parties will meet and confer by the date set forth in the Timeline to assess the results of the initial mailing to Affected Applicants and to ensure that subsequent mailings maximize the potential response rate. Contractor will send a second email and regular first-class mail notice to Affected Applicants with valid addresses who fail to respond to the first notice by the date set forth in the Timeline unless the parties agree otherwise.

- f. **Distribution of Notice by Other Means.** OFCCP may conduct independent efforts to communicate with Affected Applicants about this Agreement through official U.S. Department of Labor channels and in partnership with community-based organizations.
- g. **Notice Deadline.** The final deadline for any Affected Applicant to respond to the Notice is set forth in the Timeline and is included in 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.
- h. **Technical Assistance.** The parties will timely respond to any inquiries from Affected Applicants using information consistent with this Agreement and the Notice Documents and will document all inquiries and the result.
- i. **Exchange of Information Regarding Affected Applicants.** Contractor and OFCCP will timely exchange information regarding Affected Applicants, including updated contact information and the results of any technical assistance provided.
- j. **Final List of Class Members.** The Final List will include all Affected Applicants who timely respond to the Notice, submit the Information Verification & Employment Interest Form and Release of Claims Form by the deadline set forth in the Timeline, and whose eligibility is verified by OFCCP. The parties will meet and confer on any outstanding issues or questions regarding the Final List and will establish the Final List by the date set forth in the Timeline. Either party may identify additional potential Class Members who may have been erroneously excluded as Class Members. 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. Contractor will provide to OFCCP any information necessary to determine the Final List.
- k. **Documentation of Payments.** By the deadline set forth in the Timeline, Contractor will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to 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, Contractor will provide similar documentation for the second distribution.

1. **Contractor's Expenses.** Contractor 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.

## **V. Additional Individual Relief:**

1. **Description of Job Opportunities.** As vacancies occur in Product Assembly positions, Contractor will make bona fide job offers to Class Members who express interest in employment in a Product Assembly position at Contractor's Danville, KY establishment, and are not currently employed by Contractor in the job at issue until 15 Class Members are hired in Product Assembly positions or until the list of Class Members expressing an interest in employment is exhausted, whichever comes first. Class Members expressing an interest in employment in a Product Assembly position must meet the minimum requirements of that position. Class Members who receive a written job offer must complete the post offer requirements in place for all hires to Product Assembly positions, including submitting an application<sup>1</sup> and successfully passing a criminal background screening and drug test. Any mandatory overtime requirements for all hires to the Product Assembly position will apply to hired Class Members. No relocation or sponsorship assistance will be offered by Contractor. Any minimum qualifications and required pre-employment screenings will comply with applicable laws and regulations.

Class Members will have priority over all other candidates for hire into Product Assembly positions until 15 Class Members are hired or until the list of Class Members expressing an interest in employment is exhausted, whichever comes first. As vacancies occur in Product Assembly positions, Contractor will contact the Class Members with a written job offer in the order in which they submitted their Information Verification & Employment Interest Form or, if multiple Forms were received on the same date, in the order of their original application date. Contractor will make at least two attempts by phone and two attempts by email to contact qualified Class Members who have expressed an interest in employment with Contractor on the Information Verification & Employment Interest Form.

The report-to-work date for Class Members hired pursuant to this Agreement shall be no later than fourteen (14) days after the date the written conditional job offer is accepted. The Class Member must report to work on the day designated or provide Contractor notice of good cause for their absence on or before that date. If good cause is provided, the Class Member must report to work within five (5) days of the original designated start date. Otherwise, Contractor may withdraw the job offer and shall be under no obligation to hire the Class Member under this Agreement but remains obligated to hire until 15 Product Assembly positions are filled or the list of Class Members is exhausted, whichever comes first.

Contractor agrees to pay Class Members hired under this provision at least the current entry level wage based on applicants' qualifications for Product Assembly positions and to

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<sup>1</sup> Class Members must submit the application for the purpose of providing updated information to Contractor.



provide them with all regular and on-the-job training currently provided to employees in that position. Class Members who are hired into Product Assembly positions will receive an additional one-time payment of \$500.00 if they remain employed with Contractor for more than 90 days, in lieu of retroactive seniority.

2. **Reporting.** Contractor will document the job offers and hires, including job offers made, reasons for rejection, and Class Members hired and terminated during the monitoring period as set forth in Section VII, OFCCP Monitoring Period, below.

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

1. **Compliance.** Contractor will ensure that all applicants are afforded equal employment opportunities. Contractor agrees to continue and/or to implement the corrective actions detailed below.
2. **Revised Hiring Process**
  - a. **Update Selection Procedures.** Contractor agrees to comply with all OFCCP regulations concerning selection procedures, including 41 CFR 60-3. Contractor will not use any selection procedure that has an adverse impact, as defined in 41 CFR 60-3.4D, on applicants of a particular race, ethnicity, or sex unless it properly validates the procedure pursuant to these regulations and can show that the selection procedure is job related and consistent with business necessity.
  - b. **Review and revisions required.** Within the timeframes specified in Attachment B, Contractor will provide OFCCP with its revised hiring process for all hires into Product Assembly positions at its Danville, Kentucky establishment (hereinafter “Revised Hiring Process”). Contractor will ensure that all policies and qualifications standards are uniformly applied to all applicants.
3. **Training**
  - a. **Revised Hiring Process and Equal Employment Opportunity Obligations.** Within 90 calendar days of the Effective Date of this Agreement, Contractor will train every hiring manager and other employees involved in recruiting, selecting, and/or tracking applicants for Product Assembly positions at the Danville, KY establishment pursuant to the Revised Hiring Process, its equal employment opportunity obligations and nondiscrimination policies related to recruitment and hiring, and OFCCP’s recordkeeping obligations. The training will include, but will not be limited to, 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 CFR 60-1.12(a) and Part 60-3. Contractor will ensure that Class Members benefitting from the provisions of this Agreement are not retaliated against. Contractor will

document and maintain a record of the date(s) of this training, and the name and job title of each employee attending the training.

- b. The training must ensure that managers who have completed the training understand and can implement the requirements to (1) follow nondiscriminatory recruitment and hiring practices, (2) consistently and fairly implement the Revised Hiring Practices, and (3) properly document the results of their decisions and retain appropriate records.
4. **Monitoring.** Contractor agrees to monitor selection rates at each step of the selection process for Product Assembly positions. If it is determined that a selection procedure or qualification has an adverse impact, as defined in 41 CFR 60-3.4D, on the hiring of applicants of a particular race or gender, Contractor will eliminate the procedure, choose an alternative procedure, or validate the procedure in accordance with the Uniform Guidelines on Employee Selection Procedures codified at 41 CFR Part 60-3. Contractor agrees to maintain and make available for inspection records concerning the impact of the selection process for Product Assembly positions. This includes documenting the number of persons hired by race, ethnicity, and sex; the number of applicants who applied by race, ethnicity, and sex; and the number of applicants by race, ethnicity, and sex who participated in and passed each selection procedure utilized. This information will be maintained until the expiration of this Agreement or as long as required by 41 CFR 60-1.12, whichever is later. Contractor will meet its obligation to conduct adverse impact analyses in accordance with the requirements of 41 CFR Part 60-3.
5. **Recordkeeping.** Pursuant to 41 CFR 60-1.12, Contractor 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, recruitment agreements, 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. Contractor will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

## **VII. OFCCP Monitoring Period**

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

- a. **Schedule and Instructions:** Contractor agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:
  - i. **Progress Report 1:** Due February 15, 2025 covering the period from October 2, 2023 through December 31, 2024.
  - ii. **Progress Report 2:** Due February 15, 2026 covering the period of January 1, 2025 through December 31, 2025.

Contractor will submit reports to Christopher Williams, District Director of the Birmingham District Office at (b) (6), (b) (7)(C)@dol.gov with a copy to Assistant District Director Guy R. Auguste at (b) (6), (b) (7)(C)@dol.gov and Compliance Officer (b) (6), (b) (7)(C)@dol.gov.

Contractor 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 Contractor provides in accordance with this Agreement are customarily kept private or closely held by Contractor, and Contractor believes they should remain confidential in the event of a FOIA request, Contractor will provide such reports to OFCCP marked as "Confidential." In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents to the extent permissible under law.

- b. **Reporting on Financial Remedy.** Within the prescribed timeframes, Contractor will submit all documents and information referenced in Section IV of the Agreement, including but not limited to names of Class Members who were received a distribution pursuant to this Agreement, and for each such Class Member, the number and the amount of the check and the date the check cleared the bank. Contractor will provide OFCCP with copies of all canceled checks upon request.
- c. **Reports on Job Offers:** In each progress report, Contractor will report on all job offers and hires made pursuant to the Agreement until all of the job opportunities for the reviewed establishment are filled or the list of Class Members expressing interest in the Product Assembly position at the Danville, KY establishment is exhausted. This includes:
  - i. A list of all Class Members who expressed an interest in employment by name and date of interest.
  - ii. Documentation of all job offers made to Class Members, including the name of individuals offered jobs, the date of the offer, the date the offer was accepted or rejected, the start date, and the starting pay rate.

- iii. A list of Class Members who expressed interest in job offers who did not successfully complete the hiring process, including the name of these individuals, the date of their application, if any, and the reason Contractor determined they did not successfully complete the application process along with all relevant documentation (e.g., failure to complete the application process; failure to submit and/or satisfy pre-employment screening, such as drug screening; and evidence that the Class Member declined a job offer). This includes individuals who did not receive job offers because all available positions were filled.
  - iv. A list and supporting documentation of Class Members who are hired and terminated during the life of this Agreement, including the reason for the termination.
  - v. Documentation of the number of available positions remaining to be filled and the number of Class Members still on the list.
  - vi. If Contractor has not filled all of the positions specified in this Agreement by the Progress Report date, Contractor will provide documentation of the reason(s) this action is not complete and the good faith efforts being taken and planned for the next reporting period to complete it.
  - vii. If Contractor fails to meet its hiring obligations under this Agreement by the close of the Monitoring Period, OFCCP reserves its rights under Section II, Paragraphs 10 and 11 of this Agreement to extend the monitoring period or to pursue enforcement remedies.
- d. **Affirmative Action Programs.** Contractor will submit the narrative portion of its current E.O. 11246 affirmative action program (AAP) with the first and second Progress Reports.
- e. **Reports on Modifications to Personnel Practices.** In each Progress Report, Contractor will report on all modifications of personnel practices made through the date of that Progress Report, pursuant to the Agreement, and will provide documentation of its compliance with the remedy provisions of this Agreement. If any of the relevant documents, such as job postings or policies, have not been modified since being provided during a prior reporting period, a statement to that effect is sufficient. The reports will include:
- i. Documentation of the implementation of and modifications to the Revised Hiring Process described in Section VI, Paragraph 2.
  - ii. Documentation of the training on the Revised Hiring Process and equal employment opportunity obligations described in Section VI. The documentation must include the name and job title of each employee attending the training and the date of the training.

- f. **Mandatory Job Listings.**
- i. Documentation that Contractor or its third-party vendor listed all employment openings with the appropriate employment service delivery system (ESDS) where the openings occur, as required by 41 CFR 60-300.5(a)2-6.
  - ii. Documentation that Contractor or its vendor advised the employment service delivery system that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state.
  - iii. Documentation that Contractor or its vendor provided the employment service delivery system with the name and address of each of its hiring locations within the state and the contact information for Contractor official responsible for hiring at each location.
- g. Within the prescribed timeframes, Contractor will submit all documents and information referenced in Sections IV-VI.
- h. In each Progress Report, Contractor will submit the total number of applicants and hires and the breakdown by sex for Product Assembly positions during the reporting period.
- i. In each Progress Report, the results of Contractor's analysis for Product Assembly positions as to whether the total selection process has adverse impact, as defined by 41 CFR 60-3.4D, based on sex. For the purposes of the analysis, Contractor will not include in the analysis hires of Eligible Class Members made pursuant to this Agreement.
- j. In each Progress Report, for each instance in which the total selection process has an adverse impact based on sex, as defined by 41 CFR 60-3.4D, the results of Contractor's evaluation of the individual components of the selection process for adverse impact. For purposes of the analysis, Contractor will not include in the analysis hires of Class Members made pursuant to this Agreement in that analysis.
- k. In each Progress Report, documentation indicating the actions taken by Contractor if it determines that any component of the selection process has an adverse impact based on sex for applicants for the Product Assembly positions.
3. **Close of Monitoring Period and Termination of Agreement.** This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts Contractor's final progress report as set forth in Section II, Paragraph 10 above. If OFCCP fails to notify Contractor in writing within sixty (60) days of the date of the final progress report that Contractor 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 Contractor within the allotted time that it has not fulfilled all its obligations, this Agreement is

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

## 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 National Office Furniture, Inc.

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

Kourtney Smith  
Chief Operating Officer  
National Office Furniture, Inc.

DATE: \_\_\_\_\_

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

Aida Y. Collins  
Regional Director  
OFCCP-Southeast Region

DATE: \_\_\_\_\_

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

Christopher D. Williams  
District Director  
Birmingham District Office  
OFCCP-Southeast Region

DATE: 09/27/2023

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

Guy R. Auguste  
Assistant District Director  
Birmingham District Office  
OFCCP-Southeast Region

DATE: 09/27/2023

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

Compliance Officer  
Birmingham District Office  
OFCCP-Southeast Region

DATE: 9/27/23

### Attachments:

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

# ATTACHMENT A: LIST OF AFFECTED APPLICANTS

	Last Name	First Name
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## ATTACHMENT B: TIMELINE

<b>Due Date</b>	<b># of Days from Effective Date</b>	<b>Action Required</b>
<b>11/11/2023</b>	<b>45</b>	<b>Contractor will mail and email Notice Documents to Affected Applicants.</b>
<b>12/26/2023</b>	<b>90</b>	<b>Contractor provides Revised Hiring Process to OFCCP.</b>
<b>12/26/2023</b>	<b>90</b>	<b>Contractor provides documentation of training on the Revised Hiring Process, OFCCP's recordkeeping obligations, and EEO and nondiscrimination policies related to recruitment and hiring.</b>
<b>12/26/2023</b>	<b>90</b>	<b>Within 45 days from the first mailing of the Notice Documents, Contractor will provide OFCCP with MS Excel file containing information about undeliverable letters, nonresponsive Affected Applicants, and the names of Affected Applicants who failed to return the Information Verification &amp; Employment Interest Form or the Release of Claims Form or failed to sign one of these forms.</b>
<b>12/31/2023</b>	<b>95</b>	<b>Parties will meet and confer to assess the results of the first mailing to ensure the second mailing maximizes the potential response rate.</b>
<b>01/10/2024</b>	<b>105</b>	<b>OFCCP will provide updated contact information to Contractor within 15 days of OFCCP's receipt of the list of nonresponsive Affected Applicants.</b>
<b>01/15/2024</b>	<b>110</b>	<b>Contractor sends second mailing of Notice Documents via both mail and email to nonresponsive Affected Applicants.</b>
<b>02/14/2024</b>	<b>140</b>	<b>Response Deadline: Affected Applicants must respond within 140 days from the Effective Date to participate in the settlement.</b>

<b>Due Date</b>	<b># of Days from Effective Date</b>	<b>Action Required</b>
<b>02/29/2024</b>	<b>155</b>	<b>Contractor will provide OFCCP with the list of Affected Applicants who timely responded to the Notice Documents in accordance with the Agreement, along with copies of the Information Verification &amp; Employment Interest and Release of Claims Forms.</b>
<b>03/15/2024</b>	<b>170</b>	<b>OFCCP will approve the Final List of Class Members and provide the final distribution amounts.</b>
<b>03/30/2024</b>	<b>185</b>	<b>Contractor will disburse the settlement fund.</b>
<b>04/14/2024</b>	<b>200</b>	<b>Contractor will provide OFCCP with bank verification of payments made to Class Members.</b>
<b>05/29/2024</b>	<b>245</b>	<b>Contractor will provide a list of all Class Members' checks that were returned undeliverable or remain uncashed.</b>
<b>09/26/2024</b>	<b>365</b>	<b>First check deadline: Class Members must cash checks within 180 days after the initial date the check was mailed. Any uncashed checks are void, and the funds will go back into the settlement fund.</b>
<b>10/11/2024</b>	<b>380</b>	<b>Contractor will make second distribution of checks 15 days after initial checks are void.</b>
<b>02/15/2025</b>	<b>-</b>	<b>The first Progress Report is due to OFCCP.</b>
<b>02/15/2026</b>	<b>-</b>	<b>The second Progress Report is due to OFCCP.</b>

## ATTACHMENT C.1

### NOTICE TO AFFECTED APPLICANTS

*You may be eligible to get money and a job because of a legal settlement between National Office Furniture, Inc. 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 National Office Furniture, Inc. at its Danville, KY establishment ("Contractor") that may benefit you. This settlement involves claims by OFCCP of discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by [DATE], you may be eligible for a payment of back wages and an opportunity for a Product Assembly job with Contractor at its Danville, KY establishment.*

#### **ARE YOU AFFECTED?**

Qualified female applicants who applied and were not hired for Product Assembly positions at Contractor's 259 Stewarts Lane, Danville, Kentucky 40422-9560 establishment during the period July 1, 2018 to June 30, 2020 are covered by this settlement.

#### **WHAT IS THIS SETTLEMENT ABOUT?**

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted a review of Contractor's hiring practices between July 1, 2018 to June 30, 2020. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. During its compliance review, OFCCP found that Contractor disproportionately hired fewer qualified female applicants than similarly qualified male applicants for Product Assembly positions. Contractor has not admitted to any violation of E.O. 11246 and there has not been any adjudicated finding that Contractor violated any laws. OFCCP and Contractor have entered into an Agreement to resolve the matter without resorting to further legal proceedings.

#### **WHAT DOES THIS MEAN FOR YOU?**

Because you applied for a Product Assembly position during the period of July 1, 2018 to June 30, 2020, and were not hired, this settlement may provide you with some specific benefits:

1. You may be eligible to receive a payment of at least \$659.00 (before taxes). This payment represents your pro-rata share of the back wages and interest Contractor is paying to settle the alleged violations found by OFCCP in the compliance

evaluation. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions. Under the terms of this Agreement, it may take up to seven months from the date of this letter before you receive your monetary distribution.

2. In addition to the monetary distribution, Contractor will be making job offers for Product Assembly positions to a limited number of individuals receiving this notification. It is not certain that you will receive a job offer. If you are still interested in employment with Contractor in a Product Assembly position in Danville, KY, please check the box on the enclosed Information Verification & Interest Form that says “Yes, I am interested in employment with Contractor in a Product Assembly position.” Those receiving this Notice will be considered for Product Assembly vacancies in the order that Contractor receives the Information Verification & Employment Interest Forms expressing an interest in employment. If you were formerly employed by Contractor, you must be eligible for rehire in order to receive a conditional job offer. Individuals who receive a written conditional job offer must successfully complete the post-offer requirements in place for all hires in Product Assembly positions, including submitting an application<sup>2</sup> and successfully passing a criminal background screening and drug test. Any mandatory overtime requirements for all hires to the Product Assembly position will apply to hired Class Members. No relocation or sponsorship assistance will be offered by Contractor. An additional one-time payment in lieu of retroactive seniority will be made to individuals who are hired for Product Assembly positions and remain employed with Contractor for more than 90 days.

**To get these benefits, you will need to release (give up) certain legal claims and complete and sign the enclosed Information Verification & Employment Interest and Release of Claims Forms.**

## **WHAT IS YOUR NEXT STEP?**

You should read this Notice, the Information Verification & Employment Interest and Release of Claims forms, and any other information you received from the U.S. Department of Labor or Contractor.

Please do not ignore these documents or throw them away. Otherwise, you could miss an opportunity to receive money and a potential job with Contractor.

To be eligible for a payment and job offer, you must complete, sign, and return both the following enclosed documents, (1) Information Verification & Employment Interest Form and (2) Release of Claims Form by **[DATE]** to:

---

<sup>2</sup> Class Members must submit the application for the purpose of providing updated information to Contractor.

*Contractor*  
OFCCP – National Office Furniture, Inc. Settlement  
(NAME)  
(TITLE)  
(ADDRESS)  
(EMAIL ADDRESS)

**The documents must be received by [insert actual date].**

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 documents, a final decision will be made about your eligibility.

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO CONTRACTOR BY [insert date by which class members must respond], OR IF YOUR DOCUMENTS DO NOT VERIFY YOUR ELIGIBILITY TO PARTICIPATE IN THE SETTLEMENT, YOU WILL NOT BE ELIGIBLE TO RECEIVE A MONETARY PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER AS A PRODUCT ASSEMBLER AT CONTRACTOR'S DANVILLE, KY ESTABLISHMENT.**

### **HOW CAN YOU GET MORE INFORMATION?**

If you have any questions, you may contact [NAME] at Contractor at [PHONE NUMBER] or [EMAIL ADDRESS], or OFCCP Compliance Officer (b) (6), (b) (7)(C) (205) (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C)@dol.gov. You can obtain additional information regarding this settlement on the official U.S. Department of Labor website at <https://www.dol.gov/agencies/ofccp/classmembers>.

Enclosures

Information Verification & Employment Interest Form  
Release of Claims Form



## ATTACHMENT C.2

### Information Verification & Employment Interest Form ("Verification & Interest Form") – Affected Applicants

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**PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE  
COMPLETING THIS INFORMATION VERIFICATION & EMPLOYMENT  
INTEREST FORM.**

**INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR  
MONEY (BACK WAGES) AND A POTENTIAL JOB OFFER FROM THE  
SETTLEMENT BETWEEN OFCCP AND NATIONAL OFFICE FURNITURE, INC.  
("CONTRACTOR")**

DEADLINE TO RESPOND IS **DATE**

If you complete this Information Verification & Employment Interest Form, you may be eligible for a monetary payment from the settlement and a Product Assembly job offer. You may receive a monetary payment even if you do not express interest in a Product Assembly job.

You must complete, sign, and return **both** this Information Verification & Employment Interest Form **and** the enclosed Release of Claims Form in order to be eligible for the monetary payment and Product Assembly job offer. You may use the enclosed postage-paid return envelope to return the Information Verification & Employment Interest Form and the Release of Claims Form. You may also submit these forms via email to Contractor at the email address listed below. It is acceptable to submit PDF files or pictures of the fully completed and signed forms via email. The forms should be mailed or emailed by **[DATE]** to the address below.

*Contractor*  
OFCCP – National Office Furniture, Inc. Settlement  
**(NAME)**  
**(TITLE)**  
**(ADDRESS)**  
**(EMAIL ADDRESS)**

If you do not submit a properly completed and signed Information Verification & Employment Interest Form and Release of Claims Form on or before **[DATE]**, then your claim will not be on time, and **you will not receive any money from this settlement and you cannot be considered for a Product Assembly job offer.**

Enclosed is a stamped, pre-addressed envelope you can use to return the completed and signed Information Verification & Employment Interest Form and Release of Claims Form.

\*\*\*

This Information Verification & Employment Interest Form will only be used for the following purposes:

1. To confirm important information, we need in order to make sure you are eligible to receive money under this settlement and process your payment, and
2. To allow you to express interest in a Product Assembly job being offered as a result of the settlement to certain individuals.

**Step 1: Please provide the following contact information to process your share of the monetary settlement (print legibly).**

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Any other names you have used: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Please provide your social security number: \_\_\_\_\_**

*Your Social Security Number is required in order to process your payment for tax purposes.*

*Your Social Security Number will not be used for any other purpose.*

**Notify Contractor or OFCCP if your contact information changes prior to receiving a settlement payment and potential job offer or contact Contractor or OFCCP if you have any questions about this Information Verification & Employment Interest Form, the Notice, or the settlement.**

*Contractor*

OFCCP – National Office Furniture, Inc. Settlement

(NAME)

(TITLE)

(ADDRESS)

(EMAIL ADDRESS)

**Step 2: Indicate below if you are interested in a Product Assembly position.** Please indicate below whether you are currently interested in employment in a Product Assembly position with Contractor at its Danville, KY establishment. If you complete, sign, and return this Information Verification & Employment Interest Form and the Release of Claims Form, you remain eligible for the monetary payment whether or not you are interested in employment with Contractor at this time.

- ☐ Yes, I am interested in employment with Contractor in a Product Assembly position.
- ☐ No, I am not currently interested in employment with Contractor in a Product Assembly position.
- ☐ I am currently employed by Contractor.

**Step 3: Sign and return along with the Release of Claims Form.**

**IF YOU FAIL TO COMPLETE AND RETURN THIS INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM AND THE RELEASE OF CLAIMS FORM TO THE ADDRESS BELOW BY [DATE], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.**

*Contractor*

OFCCP – National Office Furniture, Inc. Settlement

(NAME)

(TITLE)

(ADDRESS)

(EMAIL ADDRESS)

I certify the above is true and correct.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

### ATTACHMENT C.3

## RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246, AS AMENDED (“Release of Claims Form”)

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

This Release of Claims (“Release”) under Executive Order 11246, as amended, is a legal document. This document states that in return for National Office Furniture, Inc. (“Contractor”) paying you money, you agree that you will not file any lawsuit against Contractor for allegedly violating Executive Order 11246, as amended, in connection with its selection procedures for applicants for Product Assembly positions between July 1, 2018 and June 30, 2020. It also says that Contractor does not admit it violated any laws. This Release says that 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 \$659.00 (less deductions required by law) by Contractor to me, which I agree is acceptable, I 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 had which relate to my non-selection for employment in the Product Assembly position on the basis of my gender at any time through the Effective Date of this Release. By signing this agreement, I agree that I have been made whole for any claim that could have been brought under Executive Order 11246, as amended, relating to my non-selection for a Product Assembly position 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 hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on June 29, 2020. 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 Applicants 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 of my own free will.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_