

CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

BRENT INDUSTRIES, INC.

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated the facility of Brent Industries, Inc. ("Brent") located at 695 South Scottsville Road, Brent, Alabama 35034 and found that Brent was not in compliance with the Executive Order 11246, as amended ("E.O. 11246"); Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 ("Section 503"); the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 ("VEVRAA"); and their implementing regulations at 41 C.F.R. Parts 60-1, 60-2, 60-3, 60-300, and 60-741. OFCCP notified Brent of the specific violations found and the corrective actions required in a Notice of Violation ("NOV") issued on January 29, 2015. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and Brent enter this contract ("Conciliation Agreement" or "Agreement") and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Brent's fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and/or VEVRAA based on the violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violations described in Part III if Brent violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Brent agrees that OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Brent will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.

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3. Brent understands that nothing in this Agreement relieves Brent of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment laws.
4. Brent promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.
7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day it is signed by the Regional Director of the Southeast Region (the "Effective Date") unless the Director of OFCCP indicates otherwise within 45 calendar days of the date the Regional Director signs the Agreement.
9. This Agreement will expire sixty (60) calendar days after Brent submits the final progress report required in Part IV (I), below, unless OFCCP notifies Brent in writing prior to the expiration date that Brent has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Brent has met all of its obligations under the Agreement.
10. If Brent violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that Brent violated any term of the Agreement while it was in effect, OFCCP will send Brent a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) Brent will have 15 calendar 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.
 - 3) If Brent is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated

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immediately without issuing a show cause notice or proceeding through any other requirement.

4) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.

B. Brent may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. § 60-741.66, 41 C.F.R. § 60-300.66, and/or other appropriate relief for violation of this Agreement.

- 11.** This Agreement does not constitute an admission by Brent of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Brent violated any laws.
- 12.** This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with the creation of this settlement, will constitute 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 Agreement.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. COMPENSATION DISCRIMINATION

A. STATEMENT OF ALLEGED VIOLATION

OFCCP found that Brent is not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 C.F.R. § 60-1.4(a)(1) and 60-20.5. OFCCP's analysis of Brent's compensation practices revealed that at least as of July 4, 2012, Brent disproportionately steered female employees to lower-paying Production and Presort Sorter ("Laborer") positions at the Brent, Alabama, and Toledo, Ohio, establishments, which caused a pay disparity against females. Brent discriminated against female employees by disproportionately steering female employees upon hire to lower-paying Laborer positions, while disproportionally steering male employees upon hire to higher-paying Machine Operator and Machine Operator Helper ("Operative") positions causing a pay disparity. OFCCP performed a regression analysis, based on compensation data provided by Brent, and found statistically significant gender-based pay disparities after controlling for legitimate explanatory factors.

B. OFCCP'S SPECIFIC FINDINGS

OFCCP's analysis of the compensation data and personnel activity data demonstrates that the pay difference stems from Brent's practice of steering male applicants to the Operative positions at the expense of female applicants to the Laborer positions as described above. OFCCP determined that prior knowledge, skills or qualifications did not explain the steering to different positions. Additionally, OFCCP conducted a multiple regression analysis on the March 11, 2013 data provided by Brent for all Production workers at the Brent, Alabama, and Toledo, Ohio, establishments as of July 4, 2012. OFCCP's analyses demonstrate that a statistically significant disparity in compensation remained even when legitimate factors affecting pay were taken into account such as time with the company, and establishment location. Accordingly, Brent failed to afford equal opportunity in compensation to 34 female employees because of their sex, in violation of 41 CFR 60-1.4(a) (1) and 60-20.5.

C. REMEDY FOR AFFECTED CLASS

1) Notice. Within 30 calendar days of the Effective Date of this Agreement, Brent must notify the 34 female employees ("Affected Class Members") listed in Attachment A (referred to as "Female Compensation Affected Class Members") of the terms of this Agreement by mailing by first class mail to each Class Member the: Notice to Affected Class Members (Attachment B, "Notice"), Information Verification Form (Attachment C, "Verification Form"), the Release of Claims under Executive Order 11246 (Attachment D, "Release"), and a postage paid return envelope. Affected Class Members will have 30 calendar days from the date they receive the Notice to return the completed "Information Verification Form" and "Release of Claims under the Executive Order". Brent will notify OFCCP of all letters returned as undeliverable within 60 calendar days of the effective date of this Agreement. OFCCP will then attempt to obtain and provide updated addresses to Brent within 30 calendar days of receiving the list from Brent. Brent will have an additional 60 calendar days from receipt of the list of Affected Class Members located by OFCCP with new addresses to notify the individuals of their status as Affected Class Members (referred to as the "Second Notice") and to determine their interest in employment using Attachments B, C and D, as described above.

2) Eligibility. All Affected Class Members (listed on Attachment A "Female Compensation Affected Class Members") who sign and return the Release and Verification Form to Brent within 30 calendar days of the postmarked date on the envelope containing the first or second Notice, Interest Form and Release are Affected Class Members and will receive back pay and interest to the Affected Class Members. If an Affected Class Member does not return the Release and Verification Form to Brent within 30 calendar days of the postmarked date on the envelope containing the first or second Notice, Verification Form, and Release, she will no longer be entitled to any relief pursuant to this Agreement.

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Within 15 calendar days after the response deadline set out in the Second Notice to Affected Class Members, Brent will provide OFCCP with a list of the Affected Class Members (individuals who returned the Verification Form by the respective deadline). Within 15 calendar days after receiving the list, OFCCP will approve the final list of Affected Class Members or discuss with Brent any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

All Affected Class Members who appear on the final list of Affected Class Members approved by OFCCP are entitled to back pay and interest.

3) Monetary Settlement. Brent will distribute \$18,024.61 in back pay and \$514.36 in interest, totaling \$18,538.97 to Affected Class Members (Individual back pay calculations included in Attachment A "Female Compensation Affected Class Members") less legal deductions required by law on the portion representing back pay only (such as federal, state and/ or local taxes and the Affected Class Members' share of FICA taxes), in equal shares among all those on the final Affected Class Members list. Brent will pay the employer's share of social security withholdings and any other required payments to the appropriate government agencies and will mail each Affected Class Member an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest, if required. These IRS forms will be mailed at the end of the applicable tax year in which the funds are disbursed. Brent will disburse the monetary settlement within 30 calendar days after OFCCP approves the final list of Affected Class Members.

Within 15 calendar days of Brent's receipt of a check to an Affected Class Member returned as undeliverable, Brent will notify OFCCP of this fact via e-mail sent to Birmingham District Director Alvin Mitchell, mitchell.alvin@dol.gov, Assistant District Director Katie Course, course.katie@dol.gov, and Compliance Officer (b) (7) (c) (b) (7) (c) @dol.gov. OFCCP will have 15 calendar days to locate the Affected Class Member, and if OFCCP obtains an alternate address in the designated time period, Brent will re-mail the check within 15 calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 calendar days after the second date (or first, if no second mailing was made) on which the check was mailed to the Affected Class Member will be void.

- D. NON-MONETARY REMEDIES. If Brent is subject to E.O. 11246, Section 503, VEVRAA, and their implementing regulations, Brent will conduct an annual review of its compensation practices to ensure that all employees are afforded equal employment opportunities. Brent agrees to immediately cease using any selection and compensation procedures, practices, and/or policies which negatively steer female employees in Laborer positions. If applicable, Brent agrees to continue implementing the corrective actions detailed below.

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1) Eliminate Discriminatory Selection and Compensation Practices and Procedures. Brent agrees to take proactive measures to ensure that the alleged violation does not recur. Within 60 days from the effective date of this Agreement, Brent agrees to do the following:

- a) Review and Revisions Required: If subject to OFCCP jurisdiction, Brent will revise, in writing, the practices, policies and procedures it uses to select and compensate applicants and employees for Laborer and Operative positions. Specifically, if required Brent will:
 - i. For all Laborer and Operative job vacancy postings, accurately and specifically describe the duties, functions and competencies required by the position being advertised. If pay rates vary based on the position, postings should state this explicitly and applicants applying to that posting should have equal opportunity to be hired for or placed in the posting regardless of sex. This will help eliminate the potential for sex stereotyping that may arise if applicants are unaware of the actual job duties. Brent will list clearly on its recruiting and application materials both the requirements for the Laborer and Operative positions, the pay rates, and the procedures by which selections are made. Brent will ensure these standards are consistently applied to all applicants.
 - ii. Develop written guidelines for determining the starting wages to be assigned to newly hired Laborer and Operative employees. Specifically, this written compensation policy will include a pay scale. These written guidelines should ensure nondiscrimination in rates of pay or any other forms of compensation.
 - iii. Review its selection procedures to ensure compliance with the Uniform Guidelines on Employee Selection Procedures as provided in 41 CFR 60-3.; and
 - iv. Implement a selection and placement procedure that does not disproportionately channel females from consideration for the higher paying Operative positions.
- b) Training: If subject to OFCCP jurisdiction, within 180 days of the effective date of this Agreement, Brent will train all individuals involved in any way in the selection or compensation for Laborer and Operative positions on all new and revised policies, procedures, and programs developed under (1)(a)(i) of Section D of this Agreement.
- c) Monitoring: If subject to OFCCP jurisdiction, Brent will review its placement procedures annually to ensure nondiscriminatory selection practices are followed. Brent will continue performing adverse impact analysis to oversee and monitor its selection process and placement results and will monitor pay in the Laborer and Operative positions specifically to ensure no discrimination on the basis of sex.

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Brent will also perform an annual review of its compensation policies and practices for all positions to determine if there is any sex based disparities.

- d) Outreach: If subject to OFCCP jurisdiction, Brent agrees to conduct outreach aimed at identifying qualified female applicants for opportunities in the higher paying Operative positions.

2. HIRING DISCRIMINATION AGAINST FEMALE APPLICANTS

A. STATEMENT OF ALLEGED VIOLATION

OFCCP found that Brent is not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 C.F.R. § 60-1.4(a)(1). OFCCP's analysis of Brent's hiring process and selection procedures for its Toledo, Ohio establishment revealed that, during the period of July 5, 2010 through July 4, 2012 ("review period"), Brent discriminated against female applicants for employment into the Operative position. OFCCP found that there was a statistically significant disparity in the hiring of the Operative position based on gender.

B. OFCCP'S SPECIFIC FINDINGS

OFCCP's analysis of the applicant and hiring data demonstrates that Brent's selection process had an adverse impact on the hiring of female applicants for the Operative position at its Toledo, Ohio establishment. Of 42 female applicants, no female applicants were hired, whereas of [REDACTED] male applicants, [REDACTED] were hired. This resulted in a hiring shortfall of 4 female applicants and a disparity that was statistically significant at [REDACTED] standard deviations.

C. REMEDY FOR AFFECTED CLASS

1) Notice. Within 30 calendar days of the Effective Date of this Agreement, Brent will notify the 42 female applicants who were not hired ("Affected Class Members") and are listed in Attachment A (referred to as "Female Hiring Affected Class Members") of the terms of this Agreement by mailing by first class mail to each Class Member the: Notice to Affected Class Members (Attachment B, "Notice"), Information Verification & Employment Interest Form (Attachment C, "Interest Form"), the Release of Claims under Executive Order 11246 (Attachment D, "Release"), and a postage paid return envelope. Affected Class Members will have 30 calendar days from the date they receive the Notice to return the completed "Information Verification & Employment Interest Form" and "Release of Claims under the Executive Order". Brent will notify OFCCP of all letters returned as undeliverable within 60 calendar days of the effective date of this Agreement. OFCCP will then attempt to obtain and provide updated addresses to Brent within 30 calendar days of receiving the list from Brent. Brent will have an additional 60 calendar days from receipt of the list of Affected Class Members located by OFCCP with new addresses to notify the individuals of their status as Affected Class Members (referred to

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as the "Second Notice") and to determine their interest in employment using Attachments B, C and D, as described above.

2) Eligibility. All Affected Class Members (listed on Attachment A "Female Hiring Affected Class Members") who sign and return the Release and Interest Form to Brent within 30 calendar days of the postmarked date on the envelope containing the first or second Notice, Interest Form and Release are Affected Class Members and will receive an equal share of the monetary settlement and, if indicating an interest in employment, will be eligible to be considered for an Operative position pursuant to this Agreement provided that the Affected Class Member meets the minimum qualifications, at the time that they apply, and that they successfully complete the selection process. If an Affected Class Member does not return the Release and Interest Form to Brent within 30 calendar days of the postmarked date on the envelope containing the first or second Notice, Interest Form, and Release, she will no longer be entitled to any relief pursuant to this Agreement.

Within 15 calendar days after the response deadline set out in the Second Notice to Affected Class Members, Brent will provide OFCCP with a list of the Affected Class Members (individuals who returned the Interest Form by the respective deadline). Within 15 calendar days after receiving the list, OFCCP will approve the final list of Affected Class Members or discuss with Brent any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

All Affected Class Members who appear on the final list of Affected Class Members approved by OFCCP are entitled to an equal share of the monetary settlement regardless of whether they are interested in employment with Brent.

3) Monetary Settlement. Brent agrees to distribute \$2,707.96 (\$2,512.11 in back pay and \$195.85 in interest), less legal deductions required by law on the portion representing back pay only (such as federal, state and/ or local taxes and the Affected Class Members' share of FICA taxes), in equal shares among all those on the final Affected Class Members list. Brent will pay the employer's share of social security withholdings and any other required payments to the appropriate government agencies and will mail each Affected Class Member an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest, if required. These IRS forms will be mailed at the end of the applicable tax year in which the funds are disbursed. Brent will disburse the monetary settlement within 30 calendar days after OFCCP approves the final list of Affected Class Members.

Within 15 calendar days of Brent's receipt of a check to an Affected Class Member returned as undeliverable, Brent will notify OFCCP of this fact via e-mail sent to Birmingham District Director Alvin Mitchell, mitchell.alvin@dol.gov, Assistant District Director Katie Course, course.katie@dol.gov, and Compliance Officer [REDACTED] @dol.gov. OFCCP will have 15 calendar days to locate the Affected Class Member, and if OFCCP obtains an alternate address in the designated

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time period, Brent will re-mail the check within 15 calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 calendar days after the initial date the check was mailed to the Affected Class Member will be void.

4) Employment. As positions become available, Brent will consider and make offers in writing to qualified Affected Class Members, not currently employed by Brent, who express an interest in employment with Brent at its Toledo, Ohio establishment referenced in this Agreement until 4 Affected Class Members are offered Operative positions, or until the list of Affected Class Members expressing an interest in employment is exhausted, whichever occurs first. Affected Class Members will be placed on the preferential hiring list at the Brent's Toledo, Ohio establishment according to their Information Verification and Employment Interest Form. Affected Class Members will be considered in the order that Brent receives their Interest Forms. If Brent receives more than one response on any given day, those Affected Class Members will be considered for employment based on the date of their first original application to Brent. Brent must initiate its hiring process of Affected Class Members within 30 calendar days after the OFCCP notifies Brent of its approval of the final Affected Class Member list and will attempt to satisfy its hiring obligations under this section within one (1) year of the Effective Date of this Agreement. If Brent is not able to make 4 offers of employment to Affected Class Members or exhaust the list of Affected Class Members expressing an interest in employment within one (1) year, OFCCP may extend the hiring provision only of this Agreement for up to six (6) months or until Brent satisfies its employment obligations, whichever occurs first. Declined offers to interview or accept employment as well as rescinded offers for failing to pass pre-employment screenings also will result in a Class Member's removal from the list of Affected Class Members interested in employment.

Any new hire who fails to report to work on the start date and the time scheduled, without prior approval by Brent, will be treated as having rejected the job offer. All job offers, including job offers made and documentation of reasons for rejection will be available for review by OFCCP. The Affected Class Members hired into Operative positions pursuant to this Agreement must be paid at least \$8.50 or the current starting wage rate for the Operative position, whichever is higher, and must be provided with the same opportunity to earn overtime and shift differentials as other Operative employees and as permitted by contract, if applicable (Toledo, Ohio location).

- D. **NON-MONETARY REMEDIES**. Brent will ensure that all applicants are afforded equal employment opportunities. If subject to OFCCP jurisdiction, Brent agrees to immediately cease using the selection procedures, practices, and/or policies which negatively affected the hiring of female applicants for Operative position. If subject to OFCCP jurisdiction, Brent agrees to continue implementing the corrective actions detailed below.

1) Revised Hiring Process:

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- a) Eliminate Discriminatory Selection Procedures: If subject to OFCCP jurisdiction, Brent agrees to comply with all OFCCP regulations concerning selection procedures, including 41 C.F.R. Part 60-3. If applicable, Brent will not use any selection procedure that has an adverse impact, as defined in 41 C.F.R. § 3.40, on applicants of a particular sex unless it properly validates the procedure pursuant to these regulations.
- b) Review and Revisions Required: If required Brent will revise any written practices, policies and procedures it uses to select applicants for the Laborer and Operative positions (hereinafter "Revised Hiring Process"). Specifically, Brent will:
 - (i) create a job description and selection process for Laborers and Operatives which describes the essential functions and the minimum qualifications;
 - (ii) ensure all policies and qualification standards are uniformly applied to all applicants, including but not limited to ensuring that applicants are not placed into jobs based on gender stereotyping; and
 - (iii) list clearly on its recruiting materials and job postings the minimum qualifications, including required skills and certifications.
- c) Recordkeeping and Retention: If subject to OFCCP jurisdiction, Brent will write and implement procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process. If required, Brent will write and implement procedures to ensure that documents are retained in accordance with 41 C.F.R. 60-1.12(a) and Part 60-3.
- d) Training: Within 180 days of the Effective Date of this Agreement, if subject to OFCCP jurisdiction, Brent will provide training on the Revised Hiring Process to all individuals who had been involved in any way in recruiting, selecting, or tracking applicants for Laborer and Operative positions at the Toledo, Ohio facility provided that they are still employed by Brent. If required, the training will include instruction in: the proper implementation of the recruitment, tracking and selection procedures; neutral application of the specified qualifications and criteria that will be used at each step in the hiring process; procedures to be used to document the decisions made at each step in the hiring process; and the procedures to be used to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3. Brent will meet with management and all individuals responsible for the selection process and review its equal employment obligations and nondiscrimination policies related to hiring. Specific attention will be directed to ensure that female applicants, who benefit from this Agreement, are not retaliated against.

- e) Monitoring: If subject to OFCCP jurisdiction, Brent agrees to monitor selection rates at each step of its selection process for the Laborer and Operative positions. Where it is determined that a selection procedure has an adverse impact, as defined in 41 C.F.R. § 3.4D, on the hiring of applicants of a particular gender, Brent will eliminate the procedure, choose an alternative procedure, or validate the procedure in accordance with the Uniform Guidelines on Employee Selection Procedures (“UGESP”) codified at 41 C.F.R. Part 60-3. If required, Brent agrees to maintain and make available to OFCCP records concerning the impact of the selection process for Laborer and Operative positions at the Toledo, Ohio facility. This includes the number of persons hired by gender, the number of applicants who applied by gender, and the selection procedures utilized. If subject to OFCCP jurisdiction, this information will be maintained until the expiration of this Agreement or as long as required by the regulations, whichever is later.

3. HIRING DISCRIMINATION AGAINST MALE APPLICANTS

A. STATEMENT OF ALLEGED VIOLATION

OFCCP found that Brent is not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 C.F.R. § 60-1.4(a)(1). OFCCP’s analysis of Brent’s hiring process and selection procedures for its Toledo, Ohio establishment revealed that, during the period of July 5, 2010 through July 4, 2012 (“review period”), Brent discriminated against male applicants for employment into the Laborer positions. OFCCP found that there was a statistically significant disparity in the hiring of the Laborer positions based on gender.

B. OFCCP’S SPECIFIC FINDINGS

OFCCP’s analysis of the applicant and hiring data demonstrates that Brent’s selection process had an adverse impact on the hiring of male applicants for Laborer positions. Of 46 male applicants, [REDACTED] male applicant was hired, whereas of [REDACTED] female applicants, [REDACTED] were hired. This resulted in a hiring shortfall of 9 male applicants and a disparity that was statistically significant at [REDACTED] standard deviations.

C. REMEDY FOR AFFECTED CLASS

1) Notice. Within 30 calendar days of the Effective Date of this Agreement, Brent must notify the 45 male applicants who were not hired (“Affected Class Members”) and are listed in Attachment A (referred to as “Male Hiring Affected Class Members”) of the terms of this Agreement by mailing by first class mail to each Class Member the: Notice to Affected Class Members (Attachment B, “Notice”), Information Verification & Employment Interest Form (Attachment C, “Interest Form”), the Release of Claims under Executive Order 11246 (Attachment D, “Release”), and a postage paid return envelope.

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Affected Class Members will have 30 calendar days from the date they receive the Notice to return the completed "Information Verification & Employment Interest Form" and "Release of Claims under the Executive Order". Brent will notify OFCCP of all letters returned as undeliverable within 60 calendar days of the effective date of this Agreement. OFCCP will then attempt to obtain and provide updated addresses to Brent within 30 calendar days of receiving the list from Brent. Brent will have an additional 60 calendar days from receipt of the list of Affected Class Members located by OFCCP with new addresses to notify the individuals of their status as Affected Class Members (referred to as the "Second Notice") and to determine their interest in employment using Attachments B, C and D, as described above.

2) Eligibility. All Affected Class Members (listed on Attachment A "Male Hiring Affected Class Members") who sign and return the Release and Interest Form to Brent within 30 calendar days of the postmarked date on the envelope containing the first or second Notice, Interest Form and Release are Affected Class Members and will receive an equal share of the monetary settlement and, if indicating an interest in employment, will be eligible to be considered for an Laborer position pursuant to this Agreement provided that the Affected Class Member meets the minimum qualifications, at the time that they apply, and that they successfully complete the selection process. If an Affected Class Member does not return the Release and Interest Form to Brent within 30 calendar days of the postmarked date on the envelope containing the first or second Notice, Interest Form, and Release, he will no longer be entitled to any relief pursuant to this Agreement.

Within 15 calendar days after the response deadline set out in the Second Notice to Affected Class Members, Brent will provide OFCCP with a list of the Affected Class Members (individuals who returned the Interest Form by the respective deadline). Within 15 calendar days after receiving the list, OFCCP will approve the final list of Affected Class Members or discuss with Brent any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

All Affected Class Members who appear on the final list of Affected Class Members approved by OFCCP are entitled to an equal share of the monetary settlement regardless of whether they are interested in employment with Brent.

3) Monetary Settlement. Brent agrees to distribute \$3,753.07 (\$3,471.51 in back pay and \$281.56 in interest), less legal deductions required by law on the portion representing back pay only (such as federal, state and/ or local taxes and the Affected Class Members' share of FICA taxes), in equal shares among all those on the final Affected Class Members list. Brent will pay the employer's share of social security withholdings and any other required payments to the appropriate government agencies and will mail each Affected Class Member an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest, if required. These IRS forms will be mailed at the end of the applicable tax year in which the funds are disbursed. Brent will disburse the monetary settlement within 30 calendar days after OFCCP approves the final list of Affected Class Members.

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Within 15 calendar days of Brent's receipt of a check to an Affected Class Member returned as undeliverable, Brent will notify OFCCP of this fact via e-mail sent to Birmingham District Director Alvin Mitchell, mitchell.alvin@dol.gov, Assistant District Director Katie Course, course.katie@dol.gov, and Compliance Officer (b) (7) (c) @dol.gov. OFCCP will have 15 calendar days to locate the Affected Class Member, and if OFCCP obtains an alternate address in the designated time period, Brent will re-mail the check within 15 calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 calendar days after the initial date the check was mailed to the Affected Class Member will be void.

4) Employment. As positions become available, Brent will consider and make offers in writing to qualified Affected Class Members, not currently employed by Brent, who express an interest in employment with Brent at its Toledo, Ohio establishment referenced in this Agreement until 9 Affected Class Members are offered Laborer positions, or until the list of Affected Class Members expressing an interest in employment is exhausted, whichever occurs first. Affected Class Members will be placed on the preferential hiring list at the Brent's Toledo, Ohio facility according to their Information Verification and Employment Interest Form. Affected Class Members will be considered in the order that Brent receives their Interest Forms. If Brent receives more than one response on any given day, those Affected Class Members will be considered for employment based on the date of their first original application to Brent. Brent must initiate its hiring process of Affected Class Members within 30 calendar days after the OFCCP notifies Brent of its approval of the final Affected Class Member list and will attempt to satisfy its hiring obligations under this section within one (1) year of the Effective Date of this Agreement. If Brent is not able to make 9 offers of employment to Affected Class Members or exhaust the list of Affected Class Members expressing an interest in employment within one (1) year, OFCCP may extend the hiring provision only of this Agreement for up to six (6) months or until Brent satisfies its employment obligations, whichever occurs first. Declined offers to interview or accept employment as well as rescinded offers for failing to pass pre-employment screenings also will result in a Class Member's removal from the list of Affected Class Members interested in employment.

Any new hire who fails to report to work on the start date and the time scheduled, without prior approval by Brent, will be treated as having rejected the job offer. All job offers, including job offers made and documentation of reasons for rejection will be available for review by OFCCP. The Affected Class Members hired into Laborer positions pursuant to this Agreement must be paid at least \$7.85 or the current starting wage rate for the Laborer position, whichever is higher, and must be provided with the same opportunity to earn overtime and shift differentials as other Laborer employees and as permitted by contract, if applicable.

- D. **NON-MONETARY REMEDIES**. Brent will ensure that all applicants are afforded equal employment opportunities. Brent agrees to immediately cease using the selection procedures, practices, and/or policies which negatively affected the hiring of male

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applicants for Laborer positions. Brent agrees to continue implementing the corrective actions detailed below.

1) Revised Hiring Process:

- a) Eliminate Discriminatory Selection Procedures: Brent agrees to comply with all OFCCP regulations concerning selection procedures, including 41 C.F.R. Part 60-3. Brent will not use any selection procedure that has an adverse impact, as defined in 41 C.F.R. § 3.40, on applicants of a particular sex unless it properly validates the procedure pursuant to these regulations.
- b) Review and Revisions Required: Brent will revise, in writing, the practices, policies and procedures it uses to select applicants for the Laborer and Operative positions (hereinafter "Revised Hiring Process"). Specifically, Brent will:
 - (i) create a job description and selection process for Laborers and Operatives which describes the essential functions and the minimum qualifications;
 - (ii) ensure all policies and qualification standards are uniformly applied to all applicants, including but not limited to ensuring that applicants are not placed into jobs based on gender stereotyping; and
 - (iii) list clearly on its recruiting materials and job postings the minimum qualifications, including required skills and certifications.
- c) Recordkeeping and Retention: Brent will write and implement procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process. Brent will write and implement procedures to ensure that documents are retained in accordance with 41 C.F.R. 60-1.12(a) and Part 60-3.
- d) Training: Within 180 days of the Effective Date of this Agreement, Brent must provide training on the Revised Hiring Process to all individuals who had been involved in any way in recruiting, selecting, or tracking applicants for Laborer and Operative positions at the Toledo, Ohio facility provided that they are still employed by Brent. The training will include instruction in: the proper implementation of the recruitment, tracking and selection procedures; neutral application of the specified qualifications and criteria that will be used at each step in the hiring process; procedures to be used to document the decisions made at each step in the hiring process;

Brent Industries, Inc.
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and the procedures to be used to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3. Brent will meet with management and all individuals responsible for the selection process and review its equal employment obligations and nondiscrimination policies related to hiring. Specific attention will be directed to ensure that male applicants, who benefit from this Agreement, are not retaliated against.

- e) **Monitoring:** Brent agrees to monitor selection rates at each step of its selection process for the Laborer and Operative positions. Where it is determined that a selection procedure has an adverse impact, as defined in 41 C.F.R. § 3.4D, on the hiring of applicants of a particular race or gender, Brent will eliminate the procedure, choose an alternative procedure, or validate the procedure in accordance with the Uniform Guidelines on Employee Selection Procedures (“UGESP”) codified at 41 C.F.R. Part 60-3. Brent agrees to maintain and make available to OFCCP records concerning the impact of the selection process for Laborer and Operative positions at the Toledo, Ohio facility. This includes the number of persons hired by gender, the number of applicants who applied by gender, and the selection procedures utilized. This information will be maintained until the expiration of this Agreement or as long as required by the regulations, whichever is later.

4. AFFIRMATIVE ACTION AND RECORD-KEEPING PROVISIONS VIOLATIONS

1. AFFIRMATIVE ACTION VIOLATIONS

STATEMENT OF VIOLATIONS. Brent failed to file an annual Standard Form 100: Equal Employment Opportunity Employer Information Report EEO-1 (EEO-1 Report) for its Brent’s establishment. 41 CFR 60-1.7(a).

OFCCP’S SPECIFIC FINDINGS. Brent failed to file an EEO-1 Report during the review period.

REMEDY. If required by law, Brent will file a timely EEO-1 Report for its establishment with the Joint Reporting Committee on or before September 30, 2015, and will timely file an updated EEO-1 Report annually thereafter. The mailing address and other contact information for this Committee are as follow:

EEO-1 Joint Reporting Committee
P.O. Box 19100, Washington, DC 20036-9100
Telephone: 1-800- 286-6440; Fax: 202-663-7185; TTY: 202-663-7184
Email: e1.techassistance@eeoc.gov

2. RECORDKEEPING VIOLATIONS

- a) **STATEMENT OF VIOLATIONS.** Brent failed to identify in the personnel records it keeps, where possible, the gender, race, and ethnicity of each applicant, or Internet Applicant, as defined in 41 CFR 60-1.3, whichever is applicable to the particular position. 41 CFR 60-1.12(c) (1) (ii).

OFCCP'S SPECIFIC FINDINGS. Specifically, during the review period, Brent failed to collect gender, race, and ethnicity data from all applicants.

REMEDY. If required by law, Brent will identify in the personnel records it keeps, where possible, the gender, race, and ethnicity of each applicant or Internet Applicant, as defined in 41 CFR 60-1.3, whichever is applicable to the particular position.

- b) **STATEMENT OF VIOLATIONS.** During the review period Brent failed to perform in-depth analyses of its total employment process to determine whether and where impediments to equal opportunity exist. Specifically, Brent failed to evaluate its compensation system to determine whether there are gender-, race- or ethnicity-based disparities. 41 CFR 60-2.17(b)(3).

OFCCP'S SPECIFIC FINDINGS. During the review period Brent failed to review its compensation system annually.

REMEDY. If subject to OFCCP jurisdiction, Brent will evaluate its compensation system at least annually to determine whether there are gender-, race- or ethnicity-based disparities. Where such disparities are found, Brent will execute corrective action, if required by 41 CFR 60-2.17(c). Brent will maintain records of such analysis and corrective action, if required by 41 CFR 60-2.10 and will make them available to OFCCP, upon request, if required by 41 CFR 60-2.32.

- c) **STATEMENT OF VIOLATIONS.** During the review period Brent failed to maintain, and have available for inspection, records or other information that disclose the impact which Brent's selection procedures have upon employment opportunities of applicants and/or Internet applicants by identifiable gender, race, or ethnic group set forth in 41 CFR 60-3.4B, in order to determine compliance with the Uniform Guidelines on Employee Selection Procedures. 41 CFR 60-3.4 and 41 CFR 60-3.15A (2).

OFCCP'S SPECIFIC FINDINGS. During the review period Brent failed to maintain its personnel activity (applicant flow, hires, and other personnel actions) data to determine whether there were selection disparities and to determine the effectiveness of its Affirmative Action Program.

REMEDY. If subject to OFCCP jurisdiction, Brent will perform adverse impact determinations for its employment procedures at least annually. Where the total

Brent Industries, Inc.
Conciliation Agreement

selection process for a job has adverse impact against groups of applicants and/or Internet applicants by identifiable gender, race, or ethnic group listed in 41 CFR 60-3.4B, if required, Brent will maintain, and have available for inspection, records or other information showing which components have an adverse impact. Where the total selection process for a particular job has had an adverse impact in any year but no longer has an adverse impact, if required, Brent will maintain and have available the aforementioned information and continue to collect such information for at least two years after the adverse impact has been eliminated.

3. OUTREACH VIOLATIONS

- a) **STATEMENT OF VIOLATIONS.** During the review period, Brent failed to list, on an ongoing basis, all employment openings, as defined by 41 CFR 60-300.5(a) 2 and 6, with the state workforce agency job bank or with the local employment delivery system serving the location where openings occur. Additionally, during the review period, Brent failed to undertake outreach and positive recruitment activities that are reasonably designed to effectively recruit disabled veterans, recently separated veterans, other protected veterans and Armed Forces service medal veterans. 41 CFR 60-300.5(a) 2-6 and 41 CFR 60-300.44(f).

OFCCP'S SPECIFIC FINDINGS. During the review period, Brent failed to list all employment opening with the state workforce agency or local employment delivery system. Additionally, during the review period, Brent failed to establish meaningful contacts with organizations of and for disabled veterans, recently separated veterans, other protected veterans and Armed Forces service medal veterans for such purpose as advice, technical assistance, and referral of potential employees.

REMEDY. If subject to OFCCP jurisdiction and applicable laws, Brent will list, on an ongoing basis, all employment openings, as defined by 41 CFR 60-300.5(a) 2 and 6, with the State Workforce Agency or with the local Career Center serving the location where openings occur. If required, Brent will contact the resources identified below as part of Brent's outreach and positive recruitment activities to recruit qualified disabled veterans, recently separated veterans, other protected veterans and Armed Forces service medal veterans:

Alabama Career Center—Birmingham
3440 3rd Avenue South, Birmingham, Alabama 35222
Gregory Chapman, Veterans' Employment Representative, 205-254-1346

Office of Workforce Development, Ohio Department of Job and Family
Services
4020 East Fifth Avenue, Columbus, Ohio 43219
Vince McNatt, Military Injury Relief Fund Program 614-466-9598

- b) **STATEMENT OF VIOLATIONS.** During the review period, Brent failed to undertake outreach and positive recruitment activities that are reasonably designed to

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effectively recruit qualified individuals with disabilities. Specifically, Brent failed to establish meaningful contacts with organizations of and for individuals with disabilities and vocational rehabilitation agencies or facilities, for such purpose as advice, technical assistance and referral of potential employees. 41 CFR 60-741.44(f).

OFCCP'S SPECIFIC FINDINGS. During the review period, Brent failed to establish meaningful contacts with organizations of and for individuals with disabilities, and vocational rehabilitation agencies or facilities, for such purpose as advice, technical assistance, and referral of potential employees.

REMEDY. If subject to OFCCP jurisdiction and applicable laws, Brent will undertake outreach and positive activities to effectively recruit qualified individuals with disabilities, such as those described in 41 CFR 60-741.44(f), designed to effectively recruit qualified individuals with disabilities. Brent will:

1. at least establish contacts with representatives from the recruitment sources identified below;
2. if requested hold a formal meeting on Brent's establishment premises with a representative of the first listed resource to enlist the assistance and support of their agency; and
3. provide meaningful employment opportunities to qualified individuals with disabilities.

Additionally, if required, Brent will directly notify these recruitment sources of its job openings as they occur and simultaneously when Brent advertises its job openings with other recruitment sources.

Alabama Department of Rehabilitation Services
236 Goodwin Crest, Birmingham, Alabama 35219
Peggy Anderson, State Coordinator, 205-290-4457

Opportunities for Ohioans with Disabilities
Division for Performance & Innovation
150 E. Campus View Blvd, Columbus, Ohio 43235
Jon Hackathorn, Business Relations Manager, 614-438-1259

Part IV. REPORTS REQUIRED

Brent agrees to furnish OFCCP with two (2) progress reports. Brent must submit the documents and reports described below to the following address:

United States Department of Labor
Office of Federal Contract Compliance Programs

Brent Industries, Inc.
Conciliation Agreement

Alvin Mitchell, District Director—Birmingham
950 22nd Street North, Room 660
Birmingham, Alabama 35203

In each Progress Report, if required, Brent will report on all modifications of personnel practices made to date pursuant to the Agreement and provide documentation of its compliance with Part III 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 first report will be due within 210 calendar days of the effective date of this Agreement and will include:

1. If required, a copy of the written Revised Hiring Process, Selection Procedures, Compensation Policies, and Other Corrective Actions described in Part III, Sections D. NON-MONETARY REMEDIES.
2. If required, documentation of a review of its selection procedures to ensure that they are in compliance with the Uniform Guidelines on Employee Selection Procedures as provided in 41CFR 60-3.
3. If required, documentation that all Laborer and Operative job vacancy postings, accurately and specifically describe the duties, functions, and competencies required by the position being advertised. Evidence that recruiting and application materials list the following: requirements for the Laborer and Operative positions, the pay rates, and the procedures by which selections are made. Evidence of written guidelines for determining the starting salaries to be assigned to newly hired Laborers and Operatives.
4. If required, documentation reflecting Brent's implementation of a selection and placement procedure that does not disproportionately channel females from consideration for the higher paying Operative positions.
5. If required, documentation of Brent's review of its placement and compensation procedures annually to ensure nondiscriminatory selection practices is followed.
6. If required, documentation of Brent's outreach aimed at identifying qualified female applicants for opportunities in the higher paying Operative position.

The second report will be due within 390 calendar days from the effective date of the agreement and will include:

1. If required, documentation of Brent's review of its placement and compensation procedures annually to ensure nondiscriminatory selection

Brent Industries, Inc.
Conciliation Agreement

practices is followed. Documentation that all managers, supervisors and other personnel who had been involved in the compensation practices and procedures at the Brent, Alabama and Toledo, Ohio facilities have been trained on the revised Selection and Compensation Practices, Policies, and Procedures.

2. If required, documentation that all managers, supervisors and other personnel who had been involved in recruiting, selecting, or tracking applicants for the Laborer and Operative positions at the Toledo, Ohio facility have been trained on the Revised Hiring Process.
3. Documentation and information referenced in Part III, Sections C. REMEDY FOR AFFECTED CLASS. Such documents and information may include, but are not limited to, letters returned as undeliverable, a list of individuals in the affected class who have not returned a signed Interest Form before the deadline, and a list of Affected Class Members.
4. Documentation of monetary payments to all Affected Class Members as specified in Part III, Sections C. REMEDY FOR AFFECTED CLASS. The documentation must include the names of Affected Class Members who were paid, and, for each Affected Class Member, the date of delivery to the Affected Class Member's address, the check number, the amount of the check and the date the check cleared the bank. Brent must provide OFCCP with copies of all canceled checks upon request
5. Documentation of specific hiring activity for Affected Class Members who were hired and/or offered employment in the Laborer and Operative positions in accordance with this Agreement, including name, date of offer or hire, job title hired into, location, and rate of pay;
6. For Affected Class Members who expressed interest in employment on the Interest Form and applied for employment, pursuant to the terms of this Agreement, but were not hired, Brent will provide the reason for rejection along with all relevant documentation (e.g., documentation that the Affected Class Member declined a job offer);
7. The total number of qualified applicants, job offers and hires and the breakdown by gender of qualified applicants and hires for the Laborer and Operative positions at the Toledo, Ohio facility during the reporting period, including all temporary, part time, and seasonal workers who were referred to and/or assigned to work at Brent by a staffing firm or employment agency;
8. For Laborer and Operatives at the Toledo, Ohio facility, the results of Brent's analysis as to whether its total selection process has adverse impact, as

Brent Industries, Inc.
Conciliation Agreement

defined in 41 C.F.R. § 60-3.4D, on those members of groups set forth in 41 C.F.R. § 60-3.4B.

9. For each case where the total selection process has an adverse impact, as defined in 41 C.F.R. § 60-3.4D, the results of Brent's evaluation of the individual components of the selection process for adverse impact; and/ or
10. The actions taken by Brent upon determining that any component of the selection process has an adverse impact on members of groups set forth in number 5 of the progress report requirements, immediately above.

Brent will retain all records and data pertinent to the violations resolved by this Agreement and/or used to prepare required reports until this Agreement expires or as long as required by OFCCP's regulations, whichever date occurs later.

Part V. FUTURE CONDUCT

Brent will not repeat the above violations and will ensure equal employment opportunity for all applicants and employees.

Brent Industries, Inc.
Conciliation Agreement

Part V. SIGNATURES

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Brent Industries, Inc.

(b) (7) (c)

William Lange
Owner
Brent Industries, Inc.
695 South Scottsville Road
Brent, Alabama 35034

Date: 8/20/2015

(b) (7) (c)

Sam Maiden
Regional Director - Southeast
Office of Federal Contract Compliance
Programs

Date: 8/28/2015

(b) (7) (c)

Katie Course
Assistant District Director - Jackson
Office of Federal Contract Compliance
Programs

Date: 08/27/2015

(b) (7) (c)

Alvin Mitchell
District Director - Birmingham
Office of Federal Contract Compliance
Programs

Date: 08/27/2015

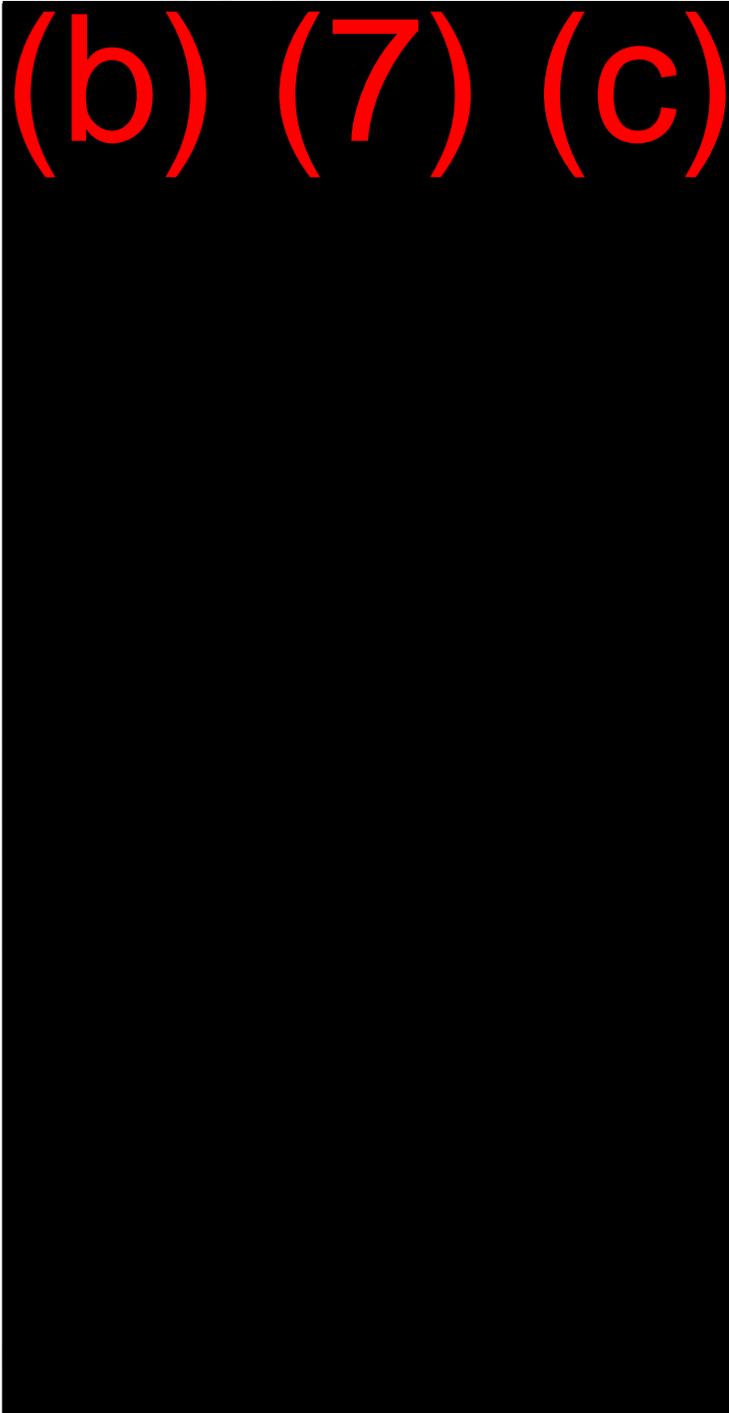
(b) (7) (c)

Compliance Officer - Birmingham
Office of Federal Contract Compliance
Programs

Date: 08/27/2015

ATTACHMENT A

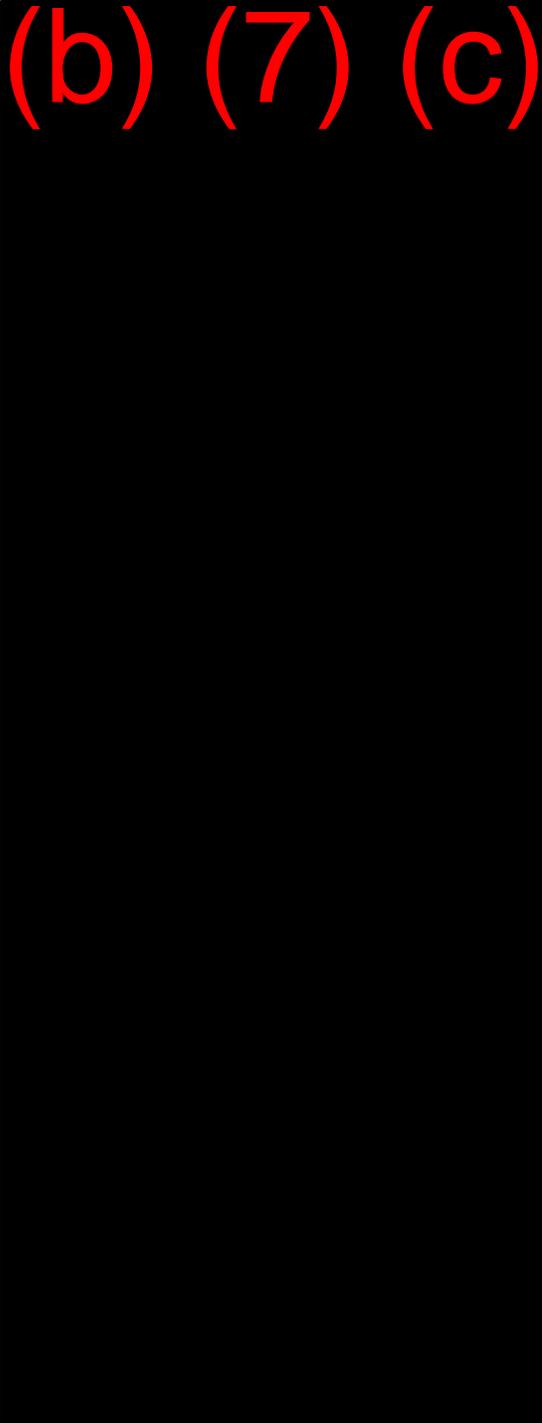
FEMALE HIRING AFFECTED CLASS MEMBERS



*Female hiring victims that overlap as a compensation victims. Brent will remedy overlapped victims for compensation only as outline in Part III, Section 1-C.

MALE HIRING AFFECTED CLASS MEMBERS

(b) (7) (c)



*Male hiring victims that were steered into higher paying Operative position. Brent will not remedy these victims.

Brent Industries, Inc.
Conciliation Agreement

ATTACHMENT A

MALE HIRING AFFECTED CLASS MEMBERS

(b) (7) (c)

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ATTACHMENT B
NOTICE TO AFFECTED CLASS

You may be able to receive money and a job offer due to a legal settlement between Brent Industries, 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 Brent Industries, Inc. ("Brent") that may benefit you. This settlement involves claims 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 the deadline below, you may be eligible for a payment of back wages and/or an opportunity for employment.

ARE YOU AFFECTED?

Females who applied for employment as a **Machine Operator ("Operative")** position with Brent at its Toledo, Ohio establishment during the time period listed 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 an audit of Brent's hiring practices. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP's analysis of Brent's hiring process and selection procedures revealed that, during the period of July 5, 2010 through July 4, 2012, Brent discriminated against female applicants for Operative positions. OFCCP found a statistically significant disparity in the hiring of female applicants in Operative positions based on sex.

Ultimately, OFCCP issued a Notice of Violation against Brent on these claims. Although the company disagreed with our findings, we have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a lawsuit.

As a result, the company must pay money to females who applied for an Operative position at this location during the dates above.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for an Operative position during the relevant time frame, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$64.48** (before taxes). This payment represents your share of back wages and other payments Brent is making to settle the lawsuit. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.

- (2) Brent will be making job offers for Operative positions to some of the individuals receiving this notification. It is not guaranteed that you will be hired for an Operative position. If you are interested in a job, please express your interest on the enclosed Claim Form.
- (3) To get these benefits, you will need to release (give up) certain legal claims. A copy of the release for you to sign is included with this Notice.

WHAT IS YOUR NEXT STEP?

You should read this Notice and the Claim Form carefully and any other information you received from the Department of Labor or BRENT OFFICIAL, **Mr. William Lange**. Please do not ignore this Notice or throw it away.

It is very important that you fill out and return the form in this envelope on time. Otherwise, you could miss out on receiving money or an opportunity for a job.

To be eligible for a payment and/or job offer, you must complete, sign, and return the enclosed Claim Form and Release Form within 30 calendar days from the date of issuance by Brent. There are instructions on the form about how to mail it in or complete it online.

The Claim Form must be received by _____.

You may receive some or all of these benefits only if the information on your Claim Form confirms that you are one of the people covered by the settlement. After you complete and return these documents, a final decision will be made about your eligibility.

You must follow all of the instructions in this notice and return all of the documents by the deadline of _____ to receive any money or consideration for job opportunities or any other relief provided to you by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact **Ms. Donna Sudsberry**, Brent Industries, Inc., 695 South Scottsville Road, Brent, Alabama 35034; Phone: 205-926-4801. You may also contact Compliance Officer **(b) (7) (c)**.

ATTACHMENT B
NOTICE TO AFFECTED CLASS

You may be able to receive money and/or a salary adjustment due to a legal settlement between Brent Industries, 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 Brent Industries, Inc. ("Brent") that may benefit you. This settlement involves claims of discrimination in compensation, and our records show that you may be one of the employees 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 salary adjustment.

ARE YOU AFFECTED?

Females who were employed in **Production and Presort Sorter ("Laborer")** positions with Brent Industries, Inc. at its Brent, Alabama and Toledo, Ohio establishments during the time period listed 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 an audit of Brent's compensation practices. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP's analysis of Brent's compensation practices revealed that at least as of July 4, 2012, Brent disproportionately steered female employees to lower-paying Laborer positions at the Brent, Alabama, and Toledo, Ohio, establishments, which caused a pay disparity against females. Accordingly, OFCCP found that Brent discriminated against female employees by disproportionately steering female employees upon hire to lower-paying Laborer positions, while disproportionately steering male employees upon hire to higher-paying Machine Operator and Machine Operator Helper ("Operative") positions causing a pay disparity.

Ultimately, OFCCP issued a Notice of Violation against Brent on these claims. Although the company disagreed with our findings, we have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a lawsuit.

As a result, the company must pay money to female Laborer employees at these locations and provide salary adjustments to employees at the Toledo, Ohio establishment during the date above.

WHAT DOES THIS MEAN FOR YOU?

Because you were worked in a Laborer position during the relevant time frame, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$545.26** (before taxes). This payment represents your share of back wages and other payments Brent is making to settle the lawsuit. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.
- (2) To get these benefits, you will need to release (give up) certain legal claims. A copy of the release for you to sign is included with this Notice.

WHAT IS YOUR NEXT STEP?

You should read this Notice and the Claim Form carefully and any other information you received from the Department of Labor or BRENT OFFICIAL, **Mr. William Lange**. Please do not ignore this Notice or throw it away.

It is very important that you fill out and return the form in this envelope on time. Otherwise, you could miss out on receiving money.

To be eligible for a payment and/or job offer, you must complete, sign, and return the enclosed Claim Form and Release Form within 30 calendar days from the date of issuance by Brent. There are instructions on the form about how to mail it in or complete it online.

The Claim Form must be received by _____.

You may receive some or all of these benefits only if the information on your Claim Form confirms that you are one of the people covered by the settlement. After you complete and return these documents, a final decision will be made about your eligibility.

You must follow all of the instructions in this notice and return all of the documents by the deadline of _____ to receive any money or any other relief provided to you by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact **Ms. Donna Sudsberry**, Brent Industries, Inc., 695 South Scottsville Road, Brent, Alabama 35034: Phone: 205-926-4801. You may also contact Compliance Officer **(b) (7) (c)**.

ATTACHMENT B
NOTICE TO AFFECTED CLASS

You may be able to receive money and a job offer due to a legal settlement between Brent Industries, 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 Brent Industries, Inc. ("Brent") that may benefit you. This settlement involves claims 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 the deadline below, you may be eligible for a payment of back wages and/or an opportunity for employment.

ARE YOU AFFECTED?

Males who applied for employment as a **Production and Presort Sorter ("Laborer")** position with Brent at its Toledo, Ohio establishment during the time period listed 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 an audit of Brent's hiring practices. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP's analysis of Brent's hiring process and selection procedures revealed that, during the period of July 5, 2010 through July 4, 2012, Brent discriminated against male applicants for Laborer positions. OFCCP found a statistically significant disparity in the hiring of male applicants in Laborer positions based on sex.

Ultimately, OFCCP issued a Notice of Violation against Brent on these claims. Although the company disagreed with our findings, we have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a lawsuit.

As a result, the company must pay money to males who applied for a Laborer position at this location during the dates above.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for a Laborer position during the relevant time frame, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$83.40** (before taxes). This payment represents your share of back wages and other payments Brent is making to

settle the lawsuit. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.

- (2) Brent will be making job offers for Laborer positions to some of the individuals receiving this notification. It is not guaranteed that you will be hired for a Laborer position. If you are interested in a job, please express your interest on the enclosed Information Verification and Employment Interest Form.
- (3) To get these benefits, you will need to release (give up) certain legal claims. A copy of the release for you to sign is included with this Notice.

WHAT IS YOUR NEXT STEP?

You should read this Notice and the Claim Form carefully and any other information you received from the Department of Labor or BRENT OFFICIAL, **Mr. William Lange**. Please do not ignore this Notice or throw it away.

It is very important that you fill out and return the form in this envelope on time. Otherwise, you could miss out on receiving money or an opportunity for a job.

To be eligible for a payment and/or job offer, you must complete, sign, and return the enclosed Claim Form and Release Form within 30 calendar days from the date of issuance by Brent. There are instructions on the form about how to mail it in or complete it online.

The Claim Form must be received by _____.

You may receive some or all of these benefits only if the information on your Claim Form confirms that you are one of the people covered by the settlement. After you complete and return these documents, a final decision will be made about your eligibility.

You must follow all of the instructions in this notice and return all of the documents by the deadline of _____ to receive any money or consideration for job opportunities or any other relief provided to you by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact **Ms. Donna Sudsberry**, Brent Industries, Inc., 695 South Scottsville Road, Brent, Alabama 35034; Phone: 205-926-4801. You may also contact Compliance Officer **(b) (7) (c)**

Claim Form – Affected Applicants

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS CLAIM FORM.

INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR MONEY (BACK WAGES) AND/OR A JOB OFFER FROM THE SETTLEMENT

DEADLINE TO RESPOND IS _____.

If you complete this Claim Form, you may be eligible for a money payment from the settlement and you can express interest in a job offer. You can receive a money payment even if you do not express interest in a job.

To receive an award (such as money or a job offer), you must complete and return this Claim Form and Release Form postmarked or hand-delivered on or before [Deadline above], to:

*Mr. William Lange
Owner
Brent Industries, Inc.
695 South Scottsville Road
Brent, Alabama 35034*

If you do not submit a properly completed Claim Form and Release 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 job offer.**

Enclosed is a stamped, pre-addressed envelope you can use.

This Claim 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 the jobs being offered as a result of the settlement.**

Step 1: Please confirm the following contact information to process your payment (print legibly).

Name: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

- I confirm that the address on the cover letter is correct.
- The address on the cover letter is not correct. My correct address is:

Address: _____

Please verify [or provide] the last four digits of your social security number ____ ____ ____ ____
The last four digits of your Social Security Number are required in order to process your payment for tax purposes. Your Social Security Number will not be used for any other purpose.

Notify us at the address below if your address changes within the next three months, or contact us if you have any questions about this claim form, the notice, or the settlement.

Compliance Officer (b) (7) (c)
U.S. Department of Labor, Office of Federal Contract Compliance Programs
950 22nd Street North, Suite 660, Birmingham, Alabama 35203
Phone: (b) (7)(C) or Email: (b) (7) (c)@dol.gov

Step 2: Inform us if you are interested in a position:

- Yes, I am still interested in a Machine Operator position with Brent Industries, Inc.
- No, I am not currently interested in a Machine Operator position with Brent Industries, Inc.
- I am currently employed by Brent Industries, Inc.

Step 3: Sign and return along with the Release Form

I certify the above as true and correct.

Signature

Date

Claim Form – Affected Applicants

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS CLAIM FORM.

INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR MONEY (BACK WAGES) AND/OR SALARY ADJUSTMENT FROM THE SETTLEMENT

DEADLINE TO RESPOND IS _____.

If you complete this Claim Form, you may be eligible for a money payment from the settlement and/or a salary adjustment.

To receive an award (such as money or salary adjustment), you must complete and return this Claim Form and Release Form postmarked or hand-delivered on or before [Deadline above], to:

***Mr. William Lange
Owner
Brent Industries, Inc.
695 South Scottsville Road
Brent, Alabama 35034***

If you do not submit a properly completed Claim Form and Release Form on or before (date), then your claim will not be on time and you **will not receive any money from this settlement and/or salary adjustment.**

Enclosed is a stamped, pre-addressed envelope you can use.

This Claim Form will only be used to confirm important information we need in order to make sure you are eligible to receive money and/or salary adjustment under this settlement and process your payment.

Step 1: Please confirm the following contact information to process your payment (print legibly).

Name: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

- I confirm that the address on the cover letter is correct.
- The address on the cover letter is not correct. My correct address is:

Address: _____

Please verify [or provide] the last four digits of your social security number _____
The last four digits of your Social Security Number are required in order to process your payment for tax purposes. Your Social Security Number will not be used for any other purpose.

Notify us at the address below if your address changes within the next three months, or contact us if you have any questions about this claim form, the notice, or the settlement.

Compliance Officer (b) (7) (c)
U.S. Department of Labor, Office of Federal Contract Compliance Programs
950 22nd Street North, Suite 660, Birmingham, Alabama 35203
Phone: (b) (7)(C) or Email: (b) (7) (c) dol.gov

Step 2: Sign and return along with the Release Form

I certify the above as true and correct.

Signature

Date

Claim Form – Affected Applicants

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS CLAIM FORM.

INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR MONEY (BACK WAGES) AND/OR A JOB OFFER FROM THE SETTLEMENT

DEADLINE TO RESPOND IS _____.

If you complete this Claim Form, you may be eligible for a money payment from the settlement and you can express interest in a job offer. You can receive a money payment even if you do not express interest in a job.

To receive an award (such as money or a job offer), you must complete and return this Claim Form and Release Form postmarked or hand-delivered on or before [Deadline above], to:

*Mr. William Lange
Owner
Brent Industries, Inc.
695 South Scottsville Road
Brent, Alabama 35034*

If you do not submit a properly completed Claim Form and Release 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 job offer.**

Enclosed is a stamped, pre-addressed envelope you can use.

This Claim 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 the jobs being offered as a result of the settlement.**

Step 1: Please confirm the following contact information to process your payment (print legibly).

Name: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

- I confirm that the address on the cover letter is correct.
- The address on the cover letter is not correct. My correct address is:
Address: _____

Please verify [or provide] the last four digits of your social security number _____
The last four digits of your Social Security Number are required in order to process your payment for tax purposes. Your Social Security Number will not be used for any other purpose.

Notify us at the address below if your address changes within the next three months, or contact us if you have any questions about this claim form, the notice, or the settlement.

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U.S. Department of Labor, Office of Federal Contract Compliance Programs
950 22nd Street North, Suite 660, Birmingham, Alabama 35203
Phone: (b) (7)(C) or Email: (b) (7) (c)@dol.gov

Step 2: Inform us if you are interested in a position:

- Yes, I am still interested in a Production and Presort Sorter position with Brent Industries, Inc.
- No, I am not currently interested in a Production and Presort Sorter position with Brent Industries, Inc.
- I am currently employed by Brent Industries, Inc.

Step 3: Sign and return along with the Release Form

I certify the above as true and correct.

Signature Date

ATTACHMENT D - 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. This document states that in return [Brent Industries] "Contractor" paying you money, you agree that you will not file any lawsuit against Contractor for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for entry-level positions. It also says that Contractor does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

Females who applied for employment in the Machine Operator positions- In consideration of the payment of at least \$64.48 (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 Brent Industries, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my non-selection for employment at any time through the effective date of this Release.

II.

I understand that Brent Industries 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 reviews initiated by OFCCP related to the facility covered by the Conciliation Agreement. 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.

I understand that if I do not sign this Release and return it to the contractor's BRENT OFFICIAL, **Ms. Donna Sudsberry**, such that it is received by _____, I will not be entitled to receive any payment (less deductions required by law).

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

Signature: _____ Date: _____

Printed Name: _____

ATTACHMENT D - RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

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Female employees in the Production or Presort Sorter positions- In consideration of the payment of at least \$545.26 (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 Brent Industries, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my non-selection for employment at any time through the effective date of this Release.

II.

I understand that Brent Industries 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 reviews initiated by OFCCP related to the facility covered by the Conciliation Agreement. 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.

I understand that if I do not sign this Release and return it to the contractor's BRENT OFFICIAL, **Ms. Donna Sudsberry**, such that it is received by _____, I will not be entitled to receive any payment (less deductions required by law).

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

Signature: _____ Date: _____

Printed Name: _____

ATTACHMENT D - 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. This document states that in return [Brent Industries] "Contractor" paying you money, you agree that you will not file any lawsuit against Contractor for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for entry-level positions. It also says that Contractor does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

Females who applied for employment in the Production or Presort Sorter positions- In consideration of the payment of at least \$83.40 (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 Brent Industries, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my non-selection for employment at any time through the effective date of this Release.

II.

I understand that Brent Industries 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 reviews initiated by OFCCP related to the facility covered by the Conciliation Agreement. 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.

I understand that if I do not sign this Release and return it to the contractor's BRENT OFFICIAL, **Ms. Donna Sudsberry**, such that it is received by _____, I will not be entitled to receive any payment (less deductions required by law).

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

Signature: _____ Date: _____

Printed Name: _____