

CONCILIATION AGREEMENT

Between

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

And

POWELL ELECTRICAL SYSTEMS, INC.

8550 Mosley Rd.

Houston, TX 77075

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated Powell Electrical Systems, Inc.'s ("Powell") facility located at 8550 Mosley Rd., Houston, TX 77075 and found that Powell was not in compliance with Executive Order 11246, as amended ("E.O. 11246") and implementing regulations at 41 C.F.R. Sections 60-1, 60-2, and 60-3.

OFCCP notified Powell of the specific violations found and the corrective actions required in a Notice of Violations issued on November 01, 2017. 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 Powell enter this Conciliation Agreement ("Agreement") and agree to all of the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Powell'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 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 Powell violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Powell 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. Powell will permit access to its premises

during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.

3. Powell understands that nothing in this Agreement relieves Powell of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 ("Section 503"), and/or Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 USC § 4212 ("VEVRAA") and their implementing regulations, and other applicable equal employment laws.
4. Powell 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 Southwest and Rocky Mountain Region.
9. This Agreement will expire sixty (60) calendar days after Powell submits the final progress report required in Part IV(D) below, unless OFCCP notifies Powell in writing prior to the expiration date that Powell has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Powell has met all of its obligations under the Agreement.
10. If Powell violates this Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that Powell violated any term of the Agreement while it was in effect, OFCCP will send Powell a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) Powell will have 15 calendar days from receipt of such notice to demonstrate in writing that it has not violated the Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.

- 3) If Powell 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.
- 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. Powell may be subject to the sanctions set forth in Section 209 of the Executive Order and/or other appropriate relief for violation of this Agreement.

11. This Agreement does not constitute an admission by Powell of any violation of E.O. 11246, or other laws, nor has there been an adjudicated finding that Powell violated any laws.
12. The parties understand and agree that nothing in this Agreement is binding on governmental departments or agencies other than the United States Department of Labor.
13. Each party agrees to pay its own fees, costs, and other expenses incurred at any stage of these proceedings.
14. All references to "days" in this Agreement are to calendar days. If any deadline for an obligation to be performed falls on a weekend or federal holiday, the deadline shall be extended to the next business day.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. **VIOLATION:** OFCCP alleges that Powell is not in compliance with 41 CFR § 60-1.4(a)(1). OFCCP found that Powell's hiring process and selection procedures for Assemblers revealed discrimination against female applicants during the period of September 3, 2012 through September 3, 2014 (hereinafter "review period"). Based on OFCCP's analysis of the records and information provided by Powell, OFCCP found that of (b) (7)(E) female applicants for Assembler positions, (b) (7)(E) or (b) (7)(E) % were hired, and of (b) (7)(E) male applicants for the Assembler positions, (b) (7)(E) or (b) (7)(E) % were hired. This resulted in a statistically significant disparity of (b) (7)(E) standard deviations with a shortfall in the hiring of 25 female applicants.

Powell denies any violation of E.O. 11246, and there has not been any adjudicated finding that Powell violated any laws.

2. **VIOLATION:** OFCCP alleges that Powell is not in compliance with 41 CFR § 60-1.4(a)(1). OFCCP found that Powell's hiring process and selection procedures for Assemblers revealed discrimination against black and white applicants when compared to Hispanic applicants during the review period. Based on OFCCP's analysis of the records and information provided by Powell, OFCCP found that of (b) (7)(E) black applicants, (b) (7)(E) or (b) (7)(E) % were hired, of (b) (7)(E) white applicants, (b) (7)(E) or (b) (7)(E) % were hired, and of (b) (7)(E) Hispanic

applicants, (b) (7)(E) or (b) (7)(E) % were hired. This resulted in a statistically significant disparity of (b) (7)(E) standard deviations with a shortfall in the hiring of 42 black applicants, and a statistically significant disparity of (b) (7)(E) standard deviations with a shortfall in the hiring of 15 white applicants.

Based on the information provided by Powell, OFCCP found that black and white applicants were much less likely to be selected for interviews.

Powell denies any violation of E.O. 11246, and there has not been any adjudicated finding that Powell violated any laws.

REMEDIES 1 & 2: This remedy applies to Violations 1 and 2 above. Powell agrees to take the following corrective actions:

- a) Revision of the Hiring Process, Implementation and Training: Within 60 calendar days of the Effective Date of this Agreement, Powell will develop, supplement, or amend the practices, policies and procedures that the company uses to recruit, track and hire applicants for Assembler positions (hereinafter the "Revised Hiring Process") and provide such documents to OFCCP. The Revised Hiring Process will contain the following:
 - i. Procedures to recruit job seekers for Assembler positions, including mandatory postings, outreach efforts, and the use of the Internet as a recruitment procedure.
 - ii. The qualifications and criteria to be used to place job seekers and applicants into the Assembler applicant pool(s).
 - iii. The qualifications and criteria to be used to eliminate and/or select job seekers and applicants at each step of the hiring process, including the qualifications and criteria to be used in any application screen, telephone screen, interview, post-hiring screen or other selection procedure.
 - iv. Procedures to ensure job seekers and applicants are tracked and decisions are documented at each step in the hiring process.
 - v. Procedures to ensure that documents are retained in accordance with 41 C.F.R. 60-1.12(a) and Part 60-3.

Thereafter, within 90 calendar days of the Effective Date of this Agreement, Powell will fully implement the Revised Hiring Process and will provide training to all individuals involved in any way in recruiting, selecting or tracking job seekers and applicants for Assembler positions. Powell will also train any individuals hired or transferred into such positions within 60 calendar days of the new assignment. The training will include specific instruction on the proper implementation of the revised procedures identified in paragraphs (i) through (v) above.

- b) Notification: Within 30 days of the Effective Date of this Agreement, Powell must notify the Class Members listed in Attachment 1 of the terms of this Agreement by mailing, by first class mail, each individual in the affected class the: Notice to Class Members (Attachment 2, "Notice"), the Claim Form (Attachment 3), the Release of Claims Under Executive Order 11246 ("Release" – Attachment 4), and a postage-paid return envelope. Powell will notify OFCCP of all letters returned as undeliverable within 30 days of the Notice mailing. Powell will provide a list to OFCCP of those Class Members who have not yet responded to the Notice and/or have not fully executed the Claim Form and Release within 75 days of the effective date. OFCCP will then initiate efforts to locate those Class members and will provide updated contact information to Powell within 10 days of receiving the list.

Powell agrees to mail, by first class mail, a second Notice, Claim Form, Release, and a postage paid, self-addressed return envelope to Class Members that OFCCP locates within ten (10) days of receiving updated contact information.

- c) Eligibility: All Class Members listed on Attachment 1 who sign and return the Claim Form and Release to Powell within 120 days of the Effective Date of the Agreement ("Eligible Class Members") will equally share the monetary settlement, and those Eligible Class Members who indicate an interest in employment will be eligible to be considered for an open Assembler position at Powell's Mosley Road location in Houston, Texas, pursuant to this Agreement. If a Class Member does not return a fully-executed Claim Form and Release to Powell within 120 days of the Effective Date of the Agreement, the Class Member will no longer be entitled to any relief pursuant to this Agreement.

Within 130 days of the Effective Date of the Agreement, Powell will provide OFCCP with the lists of all Eligible Class Members who returned a fully-executed Claim Form and Release within 120 days of the Effective Date of the Agreement, along with a copy of each executed Claim Form and Release it received. OFCCP will provide Powell with all original executed Claim Forms and Releases it received. Within 140 days from the Effective Date of the Agreement, OFCCP will review and approve the final list of Eligible Class Members or discuss with Powell any issues necessary to finalize the list, such as the inclusion or exclusion of certain Class Members. The monetary payment discussed in paragraph (e) below will be divided equally among all Eligible Class Members on the final approved list. All Eligible Class Members will be entitled to an equal share of the monetary settlement regardless of whether they are interested in employment with Powell.

- d) Employment: As Assembler positions become available at Powell's Mosley Road location in Houston, Texas, Powell will consider for employment qualified Eligible Class Members who fully execute a Claim Form and Release, are not currently employed by Powell, who are eligible for rehire (if previously employed), who express an interest in employment with Powell, and who follow Powell's hiring process, to remedy the adjusted shortfall until 72 Eligible Class Members (15 female, 42 black and 15 white) have successfully completed the selection process, or until the

list of Eligible Class members expressing an interest in employment is exhausted, whichever occurs first. Eligible Class Members who indicate an interest in employment on their Claim Form must meet the hiring qualifications and criteria listed in the Claim Form.

Eligible Class Members will be considered for Assembler job openings in the order that Powell receives their Claim Forms or until the list of Eligible Class Members expressing an interest in employment is exhausted, whichever occurs first. If Powell receives more than one response on any given day, those Eligible Class Members will be considered for employment based on the earliest date of their original application.

Eligible Class Members shall be responsible for notifying Powell of any changes in their addresses or other contact information, and must successfully complete Powell's hiring process. Powell shall not impose more stringent or different hiring criteria on Eligible Class Members than other Assembler new hires. Eligible Class Members will be allowed at least seven (7) days to accept an offer of hire and fourteen (14) days to report for work after receiving a written job offer by Powell. Pursuant to this Agreement, Eligible Class Members hired into Assembler positions must be paid the current wage rate for Assembler positions and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other similarly situated employees.

Powell must initiate its hiring of Eligible Class Members and must complete its hiring obligations under this section within 24 months of the Effective Date of this Agreement or until the list of Eligible Class Members expressing an interest is exhausted.

- e) Monetary Settlement: In settlement of all claims for back pay and interest, Powell agrees to distribute \$275,000 (\$247,500 in back pay and \$27,500 in interest), less legal deductions required by law from back pay only (such as, but not limited to, federal, state and/ or local taxes and the Eligible Class Members' share of FICA taxes), in equal shares among all Eligible Class Members on the final approved list.

Powell will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail each Eligible 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. These IRS forms will be mailed either with the settlement check or by the deadline imposed by applicable law. Powell will disburse the monetary settlement within 30 days after OFCCP approves and provides Powell with a copy of the final lists of Eligible Class Members.

Within ten days of Powell's receipt of a check to an Eligible Class Member returned as undeliverable, Powell will notify OFCCP of this fact via e-mail sent to District Director Karen Hyman at (b) (6), (b) (7)(C)@dol.gov. OFCCP will attempt to locate the Eligible Class Member and if OFCCP obtains an alternate address, Powell will re-mail the check within ten days of receiving from OFCCP an alternate or corrected

address for an Eligible Class Member. Any check that remains uncashed 90 days after the initial date the check is mailed to the Eligible Class Member will be void. With respect to any uncashed funds, Powell will make a second monetary distribution to all Eligible Class Members who cashed their first checks if the remaining uncashed amount will result in a second payment of \$30.00 or more to each Eligible Class Member.

If the total amount of uncashed funds would result in a payment of less than \$30.00 to each Eligible Class Member who cashed his or her first check, Powell will use those uncashed funds to provide training in equal employment opportunity to its personnel at Powell's Mosely Road facility in Houston, TX, in addition to the training it is obligated to provide in the Revised Hiring Process described in Part III – Paragraph (a) of Remedies for Violations 1 & 2.

3. VIOLATION: Powell failed to properly maintain records in accordance with the requirements of 41 CFR § 60-1.12(a) and 41 CFR § Part 60-3. During the review period, Powell did not preserve all employment and personnel records on its selection process. Out of (b) (7)(E) applications, (b) (7)(E) or (b) (7)(E) % were not preserved; and out of (b) (7)(E) interviews conducted, (b) (7)(E) or (b) (7)(E) % of the interview forms were not preserved. Of (b) (7)(E) offers and hires, the following information was not preserved: (b) (7)(E), or (b) (7)(E) %, of the offer letters; (b) (7)(E) or (b) (7)(E) % of the background checks; and (b) (7)(E) or (b) (7)(E) % of the medical history forms.

REMEDY: Powell will ensure that its records are collected and preserved in accordance with the requirements of 41 CFR § 60-1.12(a) and 41 CFR § 60-3.

4. VIOLATION: Powell failed to maintain and have available for inspection an adverse impact analysis for race on the total selection process in accordance with the requirements of 41 C.F.R. § 60-3.4 and 60-3.15A.

REMEDY: Powell will maintain and have available for inspection adverse impact analyses, as required by 41 C.F.R. § 60-3.4 and 60-3.15A, on at least an annual basis for the purpose of determining whether adverse impact exists against applicants based on race, sex, or national origin/ethnic group in hiring, promotion, termination, and other personnel activities. These analyses will be done by job for each group constituting more than 2% of the labor force in the relevant labor area or 2% of the applicable workforce.

If adverse impact is identified in the total selection process, Powell will evaluate each individual component of the selection process for adverse impact. If adverse impact is found to exist in any of the individual components of the selection process, Powell will validate each such component in accordance with the Uniform Guidelines on Employee Selection Procedures or utilize selection procedures which do not result in adverse impact.

PART IV. REPORTS REQUIRED

Powell must submit the documents and reports described below to:

Karen N. Hyman, District Director
OFCCP-Houston District Office
2320 La Branch Street, Suite 1103
Houston, TX 77004

1. Pursuant to paragraph (a) of Remedies 1 & 2, within 60 days of the effective date of this Agreement Powell will submit a copy of the Revised Hiring Process.
2. Pursuant to paragraph (a) of Remedies 1 & 2, with the first progress report below, Powell will provide OFCCP documentation that all managers, supervisors and other personnel involved in recruiting, selecting, or tracking applicants for Assembler positions have been trained on the Revised Hiring Process. The documentation shall include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed in the training, and the name and job title of each person who conducted the training.
3. Within the prescribed timeframes, Powell shall submit all documents and information referenced in paragraphs (b) and (c) of Remedies 1 & 2. Such documents and information must include, but are not necessarily limited to, letters returned as undeliverable, a list of Eligible Class Members who have not responded to or returned a fully executed Claim Form and Release within 75 days of the Effective Date of the Agreement, and a list of Eligible Class Members who have returned a signed Claim Form and Release within 120 days of the Effective Date.

Powell must submit four progress reports covering each six-month period this Agreement is in effect. The first progress report will be due seven months after the Effective Date of this Agreement and must cover the six-month period beginning on the Effective Date. Each subsequent report must cover the successive six-month period, and must be submitted within 30 days after the close of that six-month period.

Pursuant to Violations 1 & 2, Powell will submit the following in each semi-annual progress report:

- 1) Documentation of monetary payments to all Eligible Class Members as specified in paragraph (e) of Remedies 1 & 2. The documentation shall include the names of Eligible Class Members who were paid, and for each Eligible Class Member, the check number and the amount of the check. Powell shall provide OFCCP with verification of all payments upon request;
- 2) Documentation of specific hiring activity for Eligible Class Members who are offered and/or hired into Assembler positions, including the name, date of offer, whether the offer is accepted and, if so, hire date, rate of pay and benefits;

- 3) For Eligible Class Members who are considered for employment but are not hired, Powell will provide the reason for non-selection along with relevant documentation supporting the non-selection.

Powell will continue submitting the information in subsections 1-3 above in the four (4) semi-annual progress reports until the monetary distribution process under this agreement has been satisfied and the offer/hire obligations have been met or have expired, or the list of Eligible Class Members have been exhausted, whichever occurs first. If complete documentation is provided in one or more progress reports, it need not be submitted in a subsequent progress report.

Pursuant to Violations 3 and 4, Powell will submit the following in each progress report:

- 1) The total number of job seekers for the Assembler position during each respective reporting period;
- 2) The total number of applicants and hires, and the breakdown by race/ethnicity and gender, for the Assembler position during each respective reporting period, including all part time and seasonal workers;
- 3) The results of Powell's analysis as to whether its total selection process for Assemblers during the reporting period has adverse impact, as defined in 41 C.F.R. § 60-3.4D, on those members of the group set forth in 41 C.F.R. § 60-3.4B. For purposes of determining adverse impact, Powell will not include hires made of Eligible Class Members pursuant to this Agreement in the data analyzed. In determining adverse impact, for all progress reports except the first, Powell shall combine the data for the current report with the data from the previous report(s) to analyze at least a 12-month period. OFCCP may analyze a period longer than 12 months to determine if adverse impact exists;
- 4) 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 Powell's evaluation of the individual components of the selection process for adverse impact; and
- 5) The actions taken by Powell upon determining that any component of the selection process has an adverse impact on members of groups set forth in subparagraphs 1 and/or 2 above.

Powell will retain all records and data pertinent to the violations resolved by this Agreement and to the reports submitted under it, including the underlying information on which the reports are based, until the expiration date of this Agreement or consistent with regulatory requirements, whichever is later.

PART V. SIGNATURES

This Conciliation Agreement is hereby executed by and between OFCCP and Powell.

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

Bob Callahan
V.P. & Chief Human Resources Officer
Powell Industries, Inc.

Date: 9/28/2018

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

Melissa L. Speer
Regional Director
Southwest and Rocky Mountain Region, OFCCP

Date: 9-28-2018

Attachments

Attachment 1, Affected Class Members

Attachment 2, Notice Form

Attachment 3, Claim Form

Attachment 4, Release of Claims

ATTACHMENT 1
Black Affected Class Members

Count	First Name	Last Name	RACE	Application Date
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ATTACHMENT 1
White Affected Class Members

Count	First Name	Last Name	RACE	Application Date
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Count	First Name	Last Name	RACE	Application Date
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ATTACHMENT 1

Female Affected Class Members (Minus Black & White)

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Count	First Name	Last Name	GENDER	Application Date
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Count	First Name	Last Name	GENDER	Application Date
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Count	First Name	Last Name	GENDER	Application Date
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*You may be eligible to get money and a job because of
a legal settlement between Powell 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 Powell Electrical Systems, Inc. (hereinafter "Powell") 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 a job with Powell at its Mosley Road facility in Houston, TX.

ARE YOU AFFECTED?

If you are a female, black or white applicant who applied and was not hired for an Assembler position at Powell between September 3, 2012 and September 3, 2014, you are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") conducted a compliance review of Powell's hiring practices during September 3, 2012 through September 3, 2014. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. At the conclusion of its investigation, OFCCP issued a Notice of Violation alleging that Powell discriminated against female, black and white applicants who applied for an Assembler position at Powell's Houston, TX facility.

Although Powell disagreed with OFCCP's allegations, OFCCP and Powell have agreed to resolve the issue through a Conciliation Agreement without resorting to further legal proceedings. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle an alleged violation.

As a result of OFCCP's and Powell's agreement, Powell will pay money to certain rejected applicants who applied for an Assembler position during the relevant time frame. As relevant positions become available, Powell will also offer jobs to some of these rejected applicants if they are interested and qualified.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for an Assembler position during the relevant time frame, and were not hired, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a monetary payment of at least \$XXX (before taxes).** This payment represents your share of back wages and interest that Powell is making to settle the violation. The final amount you will receive will be reduced by deductions required by law, such as federal, state, and/or local taxes, normal payroll deductions, and Social Security contributions. It may take up to **xxx** calendar days from the date of this Notice before you receive any monetary payment.

- (2) Powell will be making job offers for Assembler positions to some of the individuals receiving this notification. It is not guaranteed that you will receive a job offer. If you are interested in an Assembler job with Powell, please express your interest on the enclosed Claim Form. Those receiving this Notice who are deemed eligible for a job offer will be considered for Assembler positions as they become available after the claims process is complete. Job offers will be made in the order that Powell receives the Claim forms and Releases expressing an interest in employment, so you are encouraged to return these forms as soon as possible.

In order to receive an Assembler job with Powell you must (1) be eligible for rehire with Powell, if previously employed, (2) complete an updated employment application, (3) possess a high school diploma or GED, (4) pass a drug test, (5) pass an employment background check, (6) pass a post-offer physical, (7) be eligible to work in the United States, (8) meet the qualifications of the open position, and (9) agree to accept work, base wage, hours/overtime, and shift requirements according to Powell's needs and assignments.

- (3) To receive the monetary payment and to be considered for a job offer, 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 carefully read this Notice, the Claim Form, the Release and any other information you received from the Department of Labor or Powell regarding this settlement. Please do not ignore this Notice or throw it away.

It is very important that you fill out and return the Claim Form and Release in this envelope by the deadline. Otherwise, you will miss out on getting money and an opportunity for a job.

To be eligible for a payment and a possible job offer, you must complete, sign, and return the enclosed Claim Form and Release no later than **[insert actual date]**. There are instructions on the Claim Form about how to return these documents.

The Claim Form must be postmarked by **[insert actual date].**

You may receive some or all of these benefits only if the information on your Claim Form confirms that you are eligible to participate in 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 **[insert actual date] to receive any money any other benefits provided by the settlement. If you fail to return all of the documents by the deadline or if your documents do not verify your eligibility, you will not be eligible to receive any money or any other benefits provided by the settlement.**

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact Powell at [Powell settlement administrator email] or OFCCP at **(b) (7)(C), (b) (7)(E)**@dol.gov.

Claim Form

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 FROM THE SETTLEMENT BETWEEN OFCCP AND POWELL

DEADLINE TO RESPOND IS XX DAY, XX MONTH, XXXX YEAR

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

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

[Name and Address]

If you do not submit a properly completed Claim Form and Release on or before [insert Deadline above], then your claim will not be timely, **you will not receive any money from this settlement, and you will not be considered for a job offer as part of the settlement.**

Enclosed is a stamped, pre-addressed envelope you can use to return the Claims Form and Release.

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: _____

Address: _____

Please provide your social security number _____

Your Social Security Number is required to process your payment for tax purposes. Your Social Security Number will not be used for any other purpose.

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

Female | Male

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

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

It is very important that you notify Powell at the address below if your address changes within the next twelve months or if you have any questions about this Claim Form, the Notice, the Release, or the settlement. The contact information is:

Name
Address
Phone
Email/website link

Step 2: Inform us if you are interested in an Assembler position with Powell and if you previously worked for or currently work for Powell:

Yes, I am interested in an Assembler position with Powell at its Mosley Road facility in Houston, Texas. I understand that to be eligible for a job I must meet all of the job qualifications including: (1) be eligible for rehire with Powell, if previously employed, (2) complete an updated employment application, (3) possess a high school diploma or GED, (4) pass a drug test, (5) pass an employment background check, (6) pass a post-offer physical, (7) be eligible to work in the United States, (8) meet the qualifications of the open position, and (9) agree to accept work, base wage, hours/overtime, and shift requirements according to Powell's needs and assignments.

- No, I am not interested in an Assembler position with Powell located at its Mosely Road facility in Houston, Texas.
- I am currently employed by Powell in the position of _____ at its facility in (city) _____ (state) _____.
- I was previously employed by Powell:
Name at time of employment: _____
Powell location: _____
Dates of employment: _____

Step 3: Sign and return along with the Release Form

I certify the above information is true and correct.

Signature

Date

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 AND A POTENTIAL JOB OFFER FROM THE SETTLEMENT

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Powell Electrical Systems, Inc. (hereinafter "Powell") providing you with money and a potential job offer, you agree that you will not file any lawsuit against Powell for allegedly violating Executive Order 11246 in connection with the hiring of female, black or white applicants for Assembler positions. It also says that Powell 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 or a job offer.

In consideration of the payment of at least \$XXX (less deductions required by law) and a potential job offer for an Assembler position by Powell to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Powell, 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 the hiring of the above stated applicants into Assembler positions during the period of September 3, 2012 through September 3, 2014.

II.

I understand that Powell denies that it treated me unlawfully or unfairly in any way and that Powell 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 and potential job offer described above to resolve without further legal proceedings all issues related to OFCCP's compliance review of Powell initiated on September 3, 2014. I further agree that the payment and potential job by Powell to me is not to be construed as an admission of any liability by Powell.

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 Powell or Compliance Officer (b) (7)(C), (b) (7)(E) at (b) (7)(C), (b) (7)(E)@dol.gov, such that it is received by [DATE], I will not be entitled to receive \$XXX (less deductions required by law) or a potential job offer for an Assembler position.

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

Signature: _____ Date: _____

Printed Name: _____