

**U.S. Department of Labor**

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BETWEEN  
THE U.S. DEPARTMENT OF LABOR  
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS  
AND  
IRA GREEN, INC.  
177 GEORGIA AVENUE  
PROVIDENCE, RI 02095  
OFCCP CASE NO. R00195218

**PART I: PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated Ira Green, Inc.'s facility located at 177 Georgia Avenue, Providence RI 02095 ("Ira Green") and found that Ira Green was not in compliance with Executive Order 11246, as amended ("E.O. 11246") and its implementing regulations at 41 C.F.R. Sections 60-1- 60-3. OFCCP notified Ira Green of the specific violations found and the corrective actions required in an Amended Notice of Violation issued on October 2, 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 Ira Green enter this Conciliation Agreement and agree to all the terms stated below.

**PART II: GENERAL TERMS AND CONDITIONS**

1. In exchange for Ira Green'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 Ira Green violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Ira Green 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. Ira Green will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested, including those specified in this Agreement.
3. Ira Green understands that nothing in this Agreement relieves Ira Green of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 § U.S.C. § 793 ("Section 503"), the Vietnam Era Veterans'

Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 ("VEVRAA"), and their implementing regulations, or other equal employment opportunity laws.

4. Ira Green 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 Northeast Region (the "Effective Date").
9. This Agreement will expire sixty (60) days after Ira Green submits the final progress report required in Part IV (D), below, unless OFCCP notifies Ira Green in writing prior to the expiration date that Ira Green has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Ira Green has met all of its obligations under the Agreement.
10. If Ira Green violates this Conciliation Agreement,
  - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
    - 1) If OFCCP believes that Ira Green violated any term of the Agreement while it was in effect, OFCCP will send Ira Green a written notice stating the alleged violations and summarizing any supporting evidence.
    - 2) Ira Green will have 15 days from the 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. A seven (7) day extension will be provided if requested by Ira Green, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
    - 3) If Ira Green is unable to demonstrate that it has not violated the Agreement, OFCCP will provide fourteen days (14) day written notice that enforcement proceedings may be initiated immediately without issuing a show cause notice of proceeding through

any other requirement. The notice period shall not apply in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.

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. Ira Green 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 Ira Green of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Ira Green violated any laws.

### **PART III. SPECIFIC VIOLATIONS AND REMEDIES**

#### **1. HIRING DISCRIMINATION**

A. OFCCP found that Ira Green was not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 C.F.R. § 601.4(a)(1). The OFCCP analyzed Ira Green's hiring process and selection procedures during the period of April 1, 2013 through March 31, 2015 ("review period"). Ira Green denies that it discriminated against Male applicants for the Trim Operator position.

B. OFCCP's analysis of the applicant and hiring data demonstrate that Ira Green's selection process had an adverse impact on the hiring of Male applicants in the Trim Operator position, first shift. Of the (b) (7)(E) Male applicants, (b) (7)(E) was hired, whereas of (b) (7)(E) Female applicants (b) (7)(E) or (b) (7)(E) were hired. This resulted in a hiring shortfall of 4 Males, and a disparity that was statistically significant at (b) (7)(E) standard deviations.

C. Ira Green asserts that its selection and hiring process did not have any adverse impact on the hiring of Males for the Trim Operator position. However, in the interest of resolving the dispute between the OFCCP and Ira Green, Ira Green will agree to the terms of this Agreement.

#### **D. REMEDY FOR AFFECTED CLASS**

1) Notice. Within sixty (60) calendar days of the Effective Date of this Agreement, Ira Green will send the notice of the terms of this Agreement in Attachment 1-B to the 18 Male applicants listed on Attachment 1-A (hereinafter "List") by mailing by certified mail and first class mail to each individual in the affected class the Notice to Affected Class (Attachment 1-B, "Notice"), Information Verification & Employment Interest Form (Attachment 1-C, "Interest Form"), Release of Claims under Executive Order 11246, a W-4 form, (Attachment F), a W-9 form (Attachment G), and a postage paid return envelope. Ira Green will notify OFCCP of all letters returned as undeliverable

ten (10) days after the response deadline set out in the Interest Form. In addition, within thirty (30) days after expiration of the response deadline set out in the Interest Form, Ira Green will provide OFCCP with a list of the individuals in the affected class who have not yet responded to the Notice and/or have not returned a signed Interest Form and Release. OFCCP will then attempt to obtain and provide updated addresses to Ira Green within fifteen (15) days of receiving the list from Ira Green. Ira Green agrees to mail by certified mail and first class mail a second Notice, Interest Form, Release, W-4 form, W-9 form, and postage paid return envelope to all individuals for whom updated addresses were obtained within fifteen (15) days of receiving the updated addresses.

- 2) Eligibility. All members of the affected class (listed on Attachment 1-A) who sign and return the Interest Form to Ira Green within thirty (30) calendar days of the postmarked date on the envelope containing the first or second Notice and Interest Form ("Eligible Class Member Applicants") will receive a share of the monetary settlement under this Agreement. If an individual receives, but does not return the Interest Form and Release to Ira Green within thirty (30) calendar days of the postmarked date on the envelope containing the first or second Notice, Interest Form and Release, he/she will no longer be entitled to a payment under this Agreement or for consideration for employment.

Within one hundred and seventy (170) days after the response deadline set forth in the Interest Form, Ira Green will provide OFCCP with a list of the Eligible Class Member Applicants (individuals who returned the Interest Form by the deadline). Within ten (10) calendar days after receiving the list, OFCCP will approve the final list of Eligible Class Member Applicants or discuss with Ira Green any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

All Eligible Class Member Applicants are entitled to their equal share of the monetary settlement regardless of whether they are interested in employment with Ira Green.

- 3) Monetary Settlement. Ira Green agrees to distribute a total of \$75,000 (back pay in the amount of \$69,985.31 plus interest in the amount of \$5,014.69 to Eligible Class Member Applicants, less legal deductions required by law (such as federal, state and/or local taxes and the Eligible Class Member Applicants' share of FICA taxes), in equal shares among all Eligible Class Member Applicants on the final approved list. Ira Green will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail each Eligible Class Member Applicant 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 at the same time as all other W-2 earnings and 1099 are sent to other employees. Ira Green will disburse the monetary settlement within thirty (30) calendar days after OFCCP approves the final list of Eligible Class Member Applicants.

Within ten (10) calendar days of Ira Green's receipt of a check to an Eligible Class

Member Applicant returned as undeliverable, Ira Green will notify OFCCP of this fact via e-mail sent to Compliance Officer (b) (6), (b) (7)(E) at (b) (6), (b) (7)(E). OFCCP will attempt to locate the Eligible Class Member Applicant, and if OFCCP obtains an alternate address, Ira Green will re-mail the check within ten (10) calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible Class Member Applicant will be void. With respect to any uncashed funds, Ira Green will have sixty (60) days to deposit the monies with the State of Rhode Island, Department of the Treasury, Unclaimed Property Administration or with the equivalent state agencies of the last known addresses for the eligible affected class members.

- 4) Employment. As positions become available, Ira Green will consider qualified Male applicants (including Eligible Class Member Applicants in Attachment 1-A who express an interest in being considered for employment with Ira Green) until four (4) of those individuals are hired into Trim Operator positions or until the list of Eligible Class Members is exhausted, whichever occurs first. Eligible Class Member Applicants will be considered in the order Ira Green receives their Interest Forms. If Ira Green receives more than one response on any given day, those Eligible Class Member Applicants will be considered for employment based on the date of their original applications. These Eligible Class Member Applicants are eligible for the monetary settlement under this Agreement. Ira Green will initiate its hiring of Eligible Class Member Applicants within 180 days of the Effective Date of this Agreement or after the response deadline set out in the Interest Form, and will complete its hiring obligations under this section within two years of the Effective Date of this Agreement. If Ira Green is not able to hire four (4) Eligible Class Member Applicants into the Trim Operator position within two years, OFCCP may extend the term of this Agreement for up to nine (9) months or until Ira Green satisfies its hiring requirement(s), whichever occurs first.
- 5) Eligible Class Member Applicants will be allowed at least two weeks to report for work after receiving a written job offer from Ira Green. The Eligible Class Member Applicants hired into Trim Operator positions pursuant to this Agreement will be paid the current wage rate for the Trim Operator position and will be provided with the same benefits and opportunity to earn overtime and shift differentials as other Ira Green employees. In addition, all Eligible Class Member Applicants hired will receive retroactive seniority using the date of their original application as their hire date and the seniority date shall be used for the determination of benefit eligibility.

#### E. NON-MONETARY REMEDIES

Ira Green will ensure that all applicants are afforded equal employment opportunities. Ira Green agrees that its selection procedures, practices, and/or policies for Trim Operator positions will be job-related, consistent with business necessity, and uniformly applied without regard to gender. Ira Green agrees to continue and/or to implement the corrective actions detailed below.

1) Hiring Process

- (a) Eliminate Discriminatory Selection Procedures. Ira Green agrees to comply with all OFCCP regulations concerning selection procedures, including 41 C.F.R. Part 60-3.

Ira Green will not use any selection procedure that has an adverse impact, as defined in 41 C.F.R. § 3.4D, on Male applicants, unless it properly validates the procedure pursuant to these regulations.

- (b) Review and Revisions Required. Ira Green will review and revise, as needed in writing, the practices, policies and procedures it uses to select applicants for the Trim Operator position. Specifically, Ira Green will:

(i) Review and revise as needed Ira Green's selection process for the Trim Operator position, including the criteria used in each step of the hiring process, any application screens, interviews, tests, credit checks, review of criminal history, reference checks, testing, or other selection procedure;

(ii) Review and revise as needed the current job description for the Trim Operator position which describes the essential job functions and specific, job-related qualification standards for the Trim Operator positions that reflect the duties, functions, and competencies of the position to ensure that they are accurate and to minimize the potential for gender stereotyping or other unlawful discrimination;

(iii) Ensure all policies and qualification standards are uniformly applied to all applicants; and

(iv) List clearly on its recruiting materials and job postings the minimum qualifications, including required skills and certifications.

- (c) Recordkeeping and Retention. Ira Green will review and revise, as needed, its recordkeeping procedures to ensure that applicants are tracked and decisions are accurately documented at each step in the hiring process. Ira Green will review and revise, as needed, its retention 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 90 days of the Effective Date of this Agreement, Ira Green will train all individuals involved in any way in recruiting, selecting, or tracking applicants for Trim Operator positions on the Hiring Process. 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. Ira Green will meet with management and all personnel responsible for the Trim Operator selection process and review its equal employment obligations and nondiscrimination policies related to hiring. Specific attention will be directed to ensure that Eligible Class Member Applicants, who benefit from the provisions of this Agreement, are not retaliated against, or suffer harassment or any form of reprisal or adverse action based on or in relation to the terms of this Agreement.

- (c) Monitoring. Ira Green agrees to monitor selection rates for the Trim Operator position. 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, Ira Green 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. Ira Green agrees to maintain and make available to OFCCP records concerning the impact of the selection process for Trim Operator at the Providence, RI facility. This includes the number of persons hired by gender, the number of applicants by gender who participated in, and advanced to each step in the selection procedures utilized, and the number of persons hired by gender. This information will be maintained until the expiration of this Agreement or as long as required by the regulations, whichever is later.

## **2. COMPENSATION DISCRIMINATION**

- A. It is the OFCCP's position that since at least March 31, 2013, Ira Green has discriminated in their compensation practices against Females who were employed in the Job Group 7: Operatives and Job Group 8: Laborers and Helpers/Unskilled positions by steering them into lower-paying tasks and paying them less than similarly situated males, in violation of 41 CFR 60-1.4(a)(1) and 41 CFR 60-20.5.
- B. OFCCP performed a multiple regression analysis which shows that since March 31, 2013, Ira Green has paid Females in the Job Group 7: Operatives and Job Group 8: Laborers and Helpers/Unskilled positions less than similarly situated Males in the same position at the same location. OFCCP's analysis demonstrates that a statistically significant disparity in compensation remained even when legitimate factors affecting pay were taken into account. The analysis resulted in a SD of [REDACTED] (b) (5), (b) (7)(E) disparity of \$4,210.22 for the 58 females in Job Group 7: Operatives and a SD [REDACTED] and disparity of \$1,194.44 for 37 females in Job Group 8: Laborers and Helpers/Unskilled.
- C. Ira Green disagrees with the OFCCP's findings. However, in the interest of resolving the dispute between the OFCCP and Ira Green, Ira Green will agree to the terms of this Agreement.

#### D. REMEDY FOR AFFECTED CLASS

- 1) Notice. Within 60 calendar days of the Effective Date of this Agreement, Ira Green will notify Females in Job Group 7: Operatives and Job Group 8: Laborers and Helpers/Unskilled positions listed in Attachment 2-A of the terms of this Agreement by mailing by certified mail and first class mail to each individual in the affected class the: Notice to Affected Class (Attachment 2-B, "Notice"), Information Verification Form (Attachment 2-C, "Information Form"), a Release of Claims under Executive Order 11246 (Attachment 2-D, "Release"), a W-9 form (Attachment G), and a postage paid return envelope. Ira Green will notify OFCCP of all letters returned as undeliverable ten (10) days after the response deadline. In addition, within thirty (30) days after expiration of the response deadline set out in the Information Form, Ira Green will provide OFCCP with a list of the individuals in the affected class who have not yet responded to the Notice and/or have not returned a signed Information Form. OFCCP will then attempt to obtain and provide updated addresses to Ira Green within fifteen (15) days of receiving the list from Ira Green. Ira Green agrees to mail by certified mail and first class mail a second Notice, Information Form, and postage paid return envelope to all individuals for whom updated addresses were obtained within fifteen (15) days of receiving the updated addresses.
  
- 2) Eligibility. All members of the Affected Class (listed on Attachment 2-A) who sign and return the Interest Form to Ira Green within thirty (30) calendar days of the postmarked date on the envelope containing the first or second Notice and Interest Form ("Eligible Class Member Employees") will receive a pro-rata share of the monetary settlement under this Agreement. If an individual receives, but does not return the Interest Form and Release to Ira Green within thirty (30) calendar days of the postmarked date on the envelope containing the first or second Notice and Interest Form and Release, he/she will no longer be entitled to a payment under this Agreement.

Within one hundred and seventy (170) days after the response deadline set forth in the Interest Form, Ira Green will provide OFCCP with a list of the Eligible Class Member Employees (individuals who returned the Interest Form by the deadline). Within ten (10) calendar days after receiving the list, OFCCP will approve the final list of Eligible Class Member Employees or discuss with Ira Green any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

- 3) Monetary Settlement. Ira Green agrees to distribute a total of \$275,000 (back pay in the amount of \$246,553.50 plus interest in the amount of \$28,446.50) to Females in Job Group 7: Operatives and Job Group 8: Laborers and Helpers/Unskilled positions less legal deductions required by law (such as federal, state and/ or local taxes and the Eligible Class Member Employees' share of FICA taxes), in **pro-rata** shares among all Eligible Class Member Employees on the final approved list. Ira Green will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail each Eligible Class Member Employee 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 at the same time as all other W-2 earnings and 1099 are sent to other employees. Ira Green will disburse the monetary settlement within thirty (30) calendar days after OFCCP approves the final list of Eligible Class Member Employees.

- 4) Within ten (10) calendar days of Ira Green's receipt of a check to an Eligible Class Member Employee returned as undeliverable, Ira Green will notify OFCCP of this fact via e-mail sent to Compliance Officer (b) (6), (b) (7)(E) at (b) (6), (b) (7)(E). OFCCP will attempt to locate the Eligible Class Member Employee, and if OFCCP obtains an alternate address, Ira Green will re-mail the check within ten (10) calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible Class Member Employee will be void. With respect to any uncashed funds, Ira Green will have sixty (60) days to deposit the monies with the State of Rhode Island, Department of the Treasury, Unclaimed Property Administration or with the equivalent state agencies of the last known addresses for the eligible affected class members.

5) Impact Analysis and Prospective Salary Adjustments.

- a) On August 6, 2018, Ira Green voluntarily made salary adjustments in the amount of \$93,787.20 to 64 females in Job Groups 7: Operatives and Job Group 8: Laborers and Helpers.
- b) Within 180 days of the Effective Date of this Agreement, Ira Green will conduct a regression analysis of compensation for Job Group 7: Operatives and Job Group 8: Laborers and Helpers/Unskilled positions using payroll data that is current as of September 1, 2018. This regression analysis will control for (b) (5), (b) (7)(E) (i.e., adverse to Females), Ira Green agrees to increase the salaries of Females within 60 days after conducting the regression analysis.

E. NON-MONETARY REMEDIES

Ira Green will ensure that all employees are afforded equal employment opportunities. Ira Green agrees to continue or to implement the corrective actions detailed below.

- 1) Evaluation. For Job Group 7: Operatives and Job Group 8: Laborers and Helpers/Unskilled, Ira Green will conduct a study to evaluate whether promotion decisions, performance evaluation ratings, procedures for assigning work, the availability of training opportunities, leave policies and/or limiting the opportunity to transfer to higher paying jobs have a disproportionately negative effect on the compensation of Females.

- 2) Review and Revise. Ira Green will review and revise in writing, as needed, the policies and procedures it uses to determine compensation decisions for Job Group 7: Operatives and Job Group 8: Laborers and Helpers/Unskilled positions to ensure that Ira Green's practices do not have an adverse impact on Females. Ira Green will review and revise in writing, as needed, procedures to ensure that compensation decisions are tracked and evaluated for compliance with the Compensation Process.
- 3) Training. Within 90 days of the Effective Date of this Agreement, Ira Green will train all individuals involved in any way in determining compensation for Job Group 7: Operatives and Job Group 8: Laborers and Helpers/Unskilled positions on all new and revised policies, procedures, and programs developed under Part III-1.E of this Agreement.
- 4) Self-monitoring/Auditing. Ira Green will monitor base salary as well as the administration of non-base compensation and benefits such as yearly increases and merit awards for any indication of statistically significant disparities based on gender and will investigate and remedy any such inequity that may be established.
  - a) Ira Green expressly agrees to investigate any complaint or information it receives that may indicate compensation disparities.
  - b) Ira Green commits to self-monitor its compensation program Job Group 7: Operatives and Job Group 8: Laborers and Helpers/Unskilled positions on an annual basis. Ira Green will perform a regression analysis controlling for employee's time in company, full time status, department and year.
  - c) Ira Green will evaluate (1) whether the eligibility criteria for determining non-base compensation are uniformly applied without regard to gender and (2) whether eligible employees receive non-base compensation in nondiscriminatory amounts. In addition to the required statistical analysis and self-auditing described above, Ira Green will conduct a statistical analysis by gender of the non-base pay of employees in the Job Group 7: Operatives and Job Group 8: Laborers and Helpers/Unskilled positions.
  - d) If Ira Green finds evidence that the criteria are not uniformly applied to all employees, it will create a written guidance document explaining the criteria and procedures for awarding non-base compensation and it will provide related training to all employees who make compensation decisions.
  - e) If there is a statistically significant difference in the non-base compensation of different gender groups, Ira Green agrees to adjust non-base pay to correct any disparities found.

### 3. RECORDKEEPING

- A. During the period April 1, 2013, through March 31, 2015, Ira Green failed collect and maintain personnel and employment records to properly document adverse impact analyses in accordance with the requirements of 41 CFR 60-1.12(a) and 60-3. Specifically, Ira Green did not preserve all copies of records pertaining to the selection process for the Trim Operator position, including applications, resumes, screening notes, interview notes and selection forms for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurred later. Consequently, Ira Green provided incomplete data on results of its hiring selection system affecting the analysis of its selection steps and promotional opportunities. 41 CFR 60-1.12(a).
- B. **REMEDY:** Ira Green will ensure that its records are collected and maintained in accordance with the requirements of 41 CFR 60-1.12(a). Ira Green will preserve any personnel or employment record it makes or keeps in either electronic or hard copy format, including all applications, resumes and selection forms for the Trim Operator position for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later. Where a compliance evaluation has been initiated by OFCCP, Ira Green must preserve all personnel and employment records until OFCCP makes a final disposition in the matter.

### 4. SELECTION PROCEDURES

- A. During the period April 1, 2013 through March 31, 2015, Ira Green failed to collect, maintain and have available for inspection records or other information for its Trim Operator positions that would disclose the impact which its tests or other selection procedures had upon employment opportunities of persons by identifiable sex, in order to determine compliance with 41 C.F.R. Part 60-3, the Uniform Guidelines on Employee Selection Procedures ("UGESP") as required by 41C.F.R. 60-3.4.
- B. **REMEDY:** Effective immediately, Ira Green must have available for inspection, records or other information for its Trim Operator position that will disclose the impact that its tests and other selection procedures have upon employment opportunities of persons by identifiable sex, in order to determine compliance with 41 C.F.R. Part 60-3, the UGESp, as required by 41 C.F.R. 60-3.4. Ira Green must retain all information received and generated as a result of the processing of all Trim Operator applicants. All information received and developed as a result of processing these applicants through Ira Green's selection system must be captured and retained on the applicant flow and hire log. The applicant flow and hire log must be used to conduct impact ratio analyses on Ira Green's selection process. If adverse impact is identified in the total selection process, Ira Green 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, Ira Green will

validate each such component in accordance with the UGESP on Employee Selection Procedures or utilize selection procedures which do not result in adverse impact. Ira Green will ensure its selection criteria are applied uniformly and hiring decisions are made in a non-discriminatory manner. Ira Green will monitor and ensure all stages of the selection procedures will be in compliance with 41 C.F.R. Part 60-3, the UGESP.

**5. IN DEPTH ANALYSIS**

- A. During the period April 1, 2013 through March 31, 2015, Ira Green failed to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist. Specifically, Ira Green, did not identify, through in-depth analyses, whether there were any gender based pay disparities within Job Group 7: Operatives and Job Group 8: Laborers and Helpers/Unskilled positions, as required by 41 CFR § 60-2.17 (b) (3).
- B. REMEDY: Ira Green will perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist, including those that result in any gender-based pay disparities within Job Group 7: Operatives and Job Group 8: Laborers and Helpers/Unskilled. Ira Green must incorporate these analyses and determinations into the Identification of Problem Areas section of its now-current Affirmative Action Programs (AAPs). Additionally, Ira Green must update these analyses annually and incorporate them into future AAPs.

**6. INTERNAL AUDIT AND REPORTING SYSTEM**

- A. It is OFCCP's position that Ira Green failed to develop and implement an auditing system that measured the effectiveness of its total affirmative action program (AAP), as required by 41 CFR § 60- 2.17(d)(1)-(4). Specifically, Ira Green did not monitor records of all personnel activity; did not require internal reporting on a scheduled basis; did not review and report results with all levels of management; did not advise top management of program effectiveness; and did not submit recommendations to improve unsatisfactory performance.
- B. REMEDY: Ira Green will develop and implement an auditing system that periodically measures the effectiveness of its total affirmative action program in accordance with 41 C.F.R. § 60-2.17(d)(1)-(4), including identifying barriers to equal employment opportunity, particularly with regard to Female employees, when administering its pay practices for Operatives in Job Group 7 and Laborers and Helpers/Unskilled in Job Group 8.

The internal audit and reporting system must include the following:

- a) Monitoring records of all personnel activity including referrals, applications, placements, transfers, promotions, terminations, and compensation, at all levels to ensure that its nondiscriminatory policy is carried out;
- b) Requiring internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained;
- c) Reviewing report results with all levels of management; and
- d) Advising top management of program effectiveness and submitting recommendations, including specific steps and concrete strategies, to improve unsatisfactory performance.

**FUTURE CONDUCT:** Ira Green agrees to undertake all efforts necessary to provide equal employment opportunity and prevent record-keeping and other violations referenced in OFCCP regulations at 41 C.F.R § 60-1.4 (a) (1), 41 CFR § 60-20.5, 41 CFR 60-1.12 (a), 41 CFR 60-3; 41 CFR § 60-2.17 (b) (3) and 41 CFR 60-2.17(d) (1)-(4).

**PART IV. REPORTS REQUIRED**

1. Regarding the Hiring Violation: Ira Green will submit the documents and reports described below to:

Rhonda Aubin-Smith  
 District Director  
 OFCCP Boston District Office  
 JFK Federal Building, Room E-235  
 Boston, MA 02203

- A. Within ninety **(90) calendar days** of the Effective Date of this Agreement, Ira Green will submit a copy of the written Hiring Process.
- B. Within **one hundred and eighty (180) calendar days** of the Effective Date of this Agreement, Ira Green will submit documentation that all managers, supervisors and other personnel involved in recruiting, selecting, or tracking applicants for the Trim Operator position have been trained on the Hiring Process. The documentation will include the dates of the training, the names and job titles of all attendees, and outline of the topics discussed in the training, and the name and job titles of each person who conducted the training.
- C. Within the prescribed timeframes, Ira Green will submit all documents and information referenced in section III (1) (D), including:
  - 1) Within **one hundred and twenty (120) calendar days** of the Effective Date of this Agreement, Ira Green will submit:

- a) Documentation of the mailing of the "Notice," "Information Verification Form" and "Release" to the Eligible Class Member Applicants, and
  - b) A list of class members who failed to respond to the Notice along with copies of the undeliverable envelopes.
- 2) Within **one-hundred fifty (150) calendar days** of the Effective Date of this Agreement, Ira Green will submit documentation of the mailing of the Notice to Class Member Applicants and Information Verification Form, and Release to class members for whom OFCCP has located updated addresses.
  - 3) Within **one-hundred eighty (180) days** from the Effective Date of this Agreement, Ira Green will submit a final list of Eligible Class Member Applicants who shall be entitled to monetary and other benefits provided for in this Agreement.
  - 4) Within **sixty (60) days** of OFCCP's approval of the final list of Eligible Class Member Applicants, Ira Green will submit notification to OFCCP of undeliverable/returned checks to Ira Green.
- D. Ira Green will submit two 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 will cover the six-month period beginning with the Effective Date. Each subsequent report will cover the successive six-month period, and will be submitted within 30 calendar days after the close of that six-month period. Ira Green will submit the following in each progress report:
- 1) Documentation of monetary payments provided to all Eligible Class Member Applicants as specified in Section III(1) subparagraph (D)(3) of the Agreement. The documentation will include the names of Eligible Class Member Applicants who were paid, and, for each Eligible Class Member Applicant, the number and amount of the check and the date the check cleared the bank. Ira Green will provide OFCCP with copies of all canceled checks upon request.
  - 2) Documentation of specific hiring activity for Eligible Class Member Applicants who were hired into the Trim Operator position, in accordance with this Agreement, including name, gender, ethnicity, date of hire, job title hired into, and rate of pay. For Eligible Class Member Applicants who were hired, also include documentation of the retroactive seniority date.
  - 3) For each Eligible Class Member Applicant who was considered for employment but was not hired, Ira Green will provide OFCCP with an explanation and reasons for non-hire along with all relevant supporting documentation. This reporting obligation will end once Ira Green has fulfilled its obligation to hire four Eligible Class Member Applicants.

- 4) The total number of applicants and hires and the breakdown by gender of applicants and hires for the Trim Operator position during the reporting period, including all temporary, part time, and seasonal workers who were referred to and/or assigned to work at Ira Green by a staffing firm or employment agency.
  - 5) For the Trim Operator position, the results of Ira Green's analysis as to whether its total selection process has adverse impact, as defined in 41 C.F.R. § 60-3.4D, on those members of groups set forth in 41 C.F.R. § 60-3.4 (for purposes of the adverse impact analysis, Ira Green will not include hires made of Eligible Class Member Applicants pursuant to this Agreement in that analysis).
  - 6) 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 Ira Green's evaluation of the individual components of the selection process for adverse impact; and/or
  - 7) The actions taken by Ira Green upon determining that any component of the selection process has an adverse impact on members of groups set forth above.
2. Regarding the Compensation Violation: Ira Green will submit the documents and reports described below to:

Rhonda Aubin-Smith  
District Director  
OFCCP Boston District Office  
JFK Federal Building, Room E-235  
Boston, MA 02203

- A. Within **sixty (60) calendar days** of the Effective Date of this Agreement, Ira Green will submit a copy of the written Compensation Process.
- B. Within **one hundred and eighty (180) calendar days** of the Effective Date of this Agreement, Ira Green will submit documentation that all managers, supervisors and other personnel involved in making compensation decisions for Job Group 7: Operatives and Job Group 8: Laborers and Helpers/Unskilled positions have been trained on all new and revised policies, procedures, and programs developed under Section III (2) (E) of this Agreement. The documentation will include the dates of the training, the names and job titles of all attendees, and outline of the topics discussed in the training, and the name and job titles of each person who conducted the training.
- C. Within the prescribed timeframes, Ira Green will submit all documents and information referenced in Section III (2) (D), including:
  - 1) Within **one hundred and twenty (120) calendar days** of the Effective Date of this Agreement, Ira Green will submit:
    - a) Documentation of the mailing of the "Notice," "Information Verification Form" to

the Eligible Class Member Employees, and

- b) A list of class members who failed to respond to the Notice along with copies of the undeliverable envelopes.
  - 2) Within **one-hundred fifty (150) calendar days** of the Effective Date of this Agreement, Ira Green will submit documentation of the mailing of the Notice, Information Verification Form to class members for whom OFCCP has located updated addresses.
  - 3) Within **one-hundred eighty (180) days** from the Effective Date of this Agreement, Ira Green will submit a final list of Eligible Class Member Employees who shall be entitled to monetary and other benefits provided for in this Agreement.
  - 4) Within **sixty (60) days** of OFCCP's approval of the final list of Eligible Class Member Employees, Ira Green will submit notification to OFCCP of undeliverable/returned checks to Ira Green.
- D. Ira Green will submit two 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 will cover the six-month period beginning with the Effective Date. Each subsequent report will cover the successive six-month period, and will be submitted within 30 calendar days after the close of that six-month period. Ira Green will submit the following in each progress report:
- 1) Documentation describing all salary adjustments required by Section III (2) subparagraph (D)(5) of this Agreement. The documentation will include names of Eligible Class Member Employees who were provided a salary adjustment, the amount of each adjustment, the date each adjustment will be/was made, the number and amount of the check, and the gender of the each individual receiving an adjustment. Ira Green will provide OFCCP with copies of all canceled checks upon request.
  - 2) Within twenty-one (21) days of completing the Statistical Analysis described in Section III (2) subparagraph (D)(5) of the Agreement, Ira Green will provide OFCCP, via email and/or overnight mail, the database, output, and statistical log from the Statistical Analysis as described under Section III (2) subparagraph (D ) (5) (b).
  - 3) Ira Green will retain all records and data pertinent to the violations resolved by this Agreement. The documentation will include the amount of each adjustment, the date each adjustment will be/was made, and the gender of each individual receiving the adjustment.

OFCCP will grant an extension if Ira Green requests additional time to submit reports to OFCCP under section VI. Ira Green must make the extension requests within five (5)

business days of the original due date.

Ira Green 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 is later.

**PART V: SIGNATURES**

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Ira Green Inc., Providence, Rhode Island.

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

Michael McAllister  
CEO  
Ira Green, Inc.

DATE: 9/30/2018

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

Rhonda Aubin-Smith  
District Director  
Boston District Office  
OFCCP – Northeast Region

DATE: 9/30/18

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

Compliance Officer  
Boston District Office  
OFCCP – Northeast Region

DATE: 9/30/18

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

Diana Sen  
Region Director  
Northeast Region

DATE: 9/30/18

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

Adriana Lopez  
Assistant District Director  
Boston District Office  
OFCCP – Northeast Region

DATE: 9/30/18

ATTACHMENT 1-A

LIST OF HIRING AFFECTED CLASS

Male Trim Operators (Hiring):

1. (b) (6), (b) (7)(C)
- 2.
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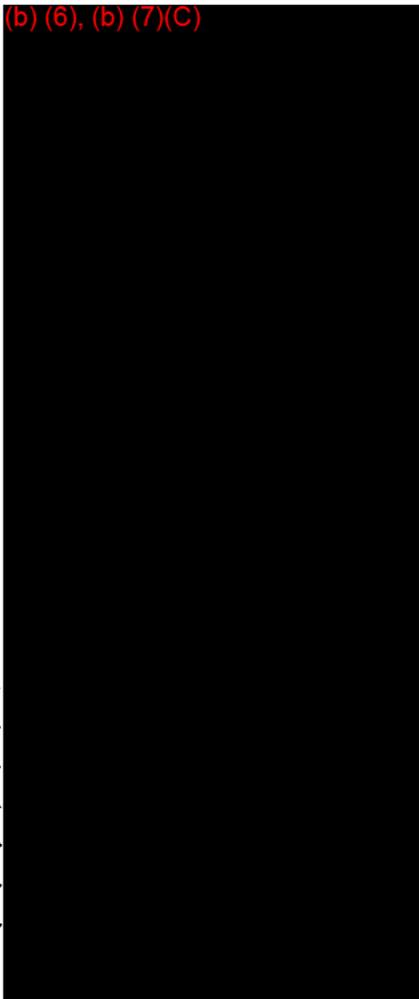
ATTACHMENT 2-A

LIST OF COMPENSATION AFFECTED CLASS

Female Compensation Job Group 7

1.	(b) (6), (b) (7)(C)
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(b) (6), (b) (7)(C)

ATTACHMENT 2-A (CONT.)

LIST OF COMPENSATION AFFECTED CLASS

Female Compensation Job Group 8

1. (b) (6), (b) (7)(C)
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**ATTACHMENT 1-B**

**NOTICE TO HIRING AFFECTED CLASS**

Dear [NAME]:

Ira Green's Inc. ("Ira Green") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to remedy the violations of Executive Order 11246 ("E.O. 11246") that OFCCP found during a compliance review of Ira Green's Providence, RI facility. OFCCP analyzed Ira Green's hiring process and selection procedures during the period of April 1, 2013 through March 31, 2015 ("Review Period"). OFCCP determined that Ira Green discriminated against Male applicants for the Trim Operator position during the Review Period. OFCCP found that there was a disparity in the hiring of Trim Operators based on gender.

Ira Green denies any violation of E.O. 11246, and there has not been any adjudicated finding that Ira Green violated any laws. OFCCP and Ira Green entered into the Agreement to resolve the matter without resorting to further legal proceedings. You have been identified as an individual who applied for a Trim Operator position during that time period, but was not hired.

As part of this Agreement, you are eligible to receive a distribution of at least [INSERT AMOUNT] less lawful payroll deductions. Under the terms of this Agreement it may take up to 6 months from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification & Employment Interest Form and Release of Claims Form. You should complete and mail back the form as soon as possible; it *must* be postmarked to the address below no later than 30 days after the date this Notice was mailed out (postmarked) for you to be entitled to participate in this settlement:

**Attn:** \_\_\_\_\_  
Ira Green, Inc.  
177 Georgia Avenue  
Providence, RI 02095

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

In addition to the monetary distribution, Ira Green may be making job offers for the Trim Operator position to four of the individuals receiving this notification. It is not certain that you will receive a job offer. If you are still interested in employment with Ira Green, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for the Tree Operator position in the order that Ira Green receives the Information Verification and Employment Interest Form expressing an interest in employment. All individuals hired pursuant to this Agreement will receive retroactive seniority using the date of their original application as their hire date, and all future benefits will be retroactive to the seniority date.

If you have any questions you may call \_\_\_\_\_ at Ira Green at [INSERT CONTACT NUMBER] or OFCCP Compliance Officer (b) (6), (b) (7)(C) Your call will be returned as soon as possible. You can also visit the U.S. Department of Labor Web site about this case at [www.dol.gov/ofccp/cml](http://www.dol.gov/ofccp/cml).

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO IRA GREEN WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.**

Sincerely,  
(NAME)

Enclosures: Information Verification and Employment Interest Form  
Release of Claims Under Executive Order 11246  
W-4 Form  
W-9 Form

**ATTACHMENT 2-B  
NOTICE TO COMPENSATION AFFECTED CLASS**

Dear [NAME]:

Ira Green, Inc. ("Ira Green") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to remedy the violations of Executive Order 11246 ("E.O. 11246"), that OFCCP found during a compliance review of Ira Green's facility. OFCCP's analysis showed that since at least March 31, 2013 Ira Green paid Females in Job Group 7: Operatives and Job Group 8: Laborers and Helpers/Unskilled positions less per year than similarly situated Males in Job Group 7: Operatives and Job Group 8: Laborers and Helpers/Unskilled positions at the same location. Ira Green denies any violation of E.O. 11246, and there has not been any adjudicated finding that Ira Green violated any laws. OFCCP and Ira Green entered into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as an individual who worked in Job Group 7: Operatives and/or Job Group 8: Laborers and Helpers/Unskilled. Under the Agreement, you may be eligible to receive a pro rata payment in back pay and interest (less deductions required by law). Under the terms of the Agreement, it may take up to 170 days from the date of this letter before you receive your payment. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification Form. This form should be mailed as soon as possible; it *must* be postmarked to the address below no later than 30 days after the date this Notice was mailed out (postmarked) for you to be entitled to participate in this settlement:

*(NAME) (POSITION) (IRA GREEN) (ADDRESS)*

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

If you have any questions you may call \_\_\_\_\_ at Ira Green at \_\_\_\_\_ or OFCCP Compliance Officer (b) (6), (b) (7)(E) at (b) (6), (b) (7)(E) Your call will be returned as soon as possible.

You can also visit the U.S. Department of Labor Web site about this case at [www.dol.gov/ofccp/cml](http://www.dol.gov/ofccp/cml).

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENT(S) TO IRA GREEN WITHIN 90 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.**

Sincerely,  
Enclosures

Information Verification Form  
Release of Claims Under Executive Order 11246

ATTACHMENT 1-C

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

**You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement ("Agreement") between Ira Green, Inc. ("Ira Green") and the Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.**

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

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

Telephone Nos: Home \_\_\_\_\_ Cell \_\_\_\_\_ Work \_\_\_\_\_

Notify Ira Green at the address below if your address or phone numbers change within the next six months.

Your Social Security Number (to be used for tax purposes only):

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

Female [ ] Male [ ]

Please indicate below whether you are currently interested in employment in a Trim Operator position with Ira Green. If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

[ ] Yes, I am still interested in employment with Ira Green as a Trim Operator.

[ ] No, I am not currently interested in employment with Ira Green as a Trim Operator.

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENT TO THE ADDRESS BELOW WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR EMPLOYMENT.**

Attn: \_\_\_\_\_

Title: \_\_\_\_\_

Ira Green, Inc.  
177 Georgia Avenue  
Providence, Rhode Island 02095

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

IV.

I understand that if I do not sign this Release and return it to IRA GREEN WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS RELEASE WAS POSTMARKED, I will not be entitled to receive any payment (less deductions required by law) from Ira Green.

IN WITNESS WHEREOF, I have signed this document on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature

ATTACHMENT 2-C

INFORMATION VERIFICATION

**You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement ("Agreement") between Ira Green, Inc. ("Ira Green") and the Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.**

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

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

Telephone Nos: Home \_\_\_\_\_ Cell \_\_\_\_\_ Work \_\_\_\_\_

Notify Ira Green at the address below if your address or phone numbers change within the next six months.

Your Social Security Number (to be used for tax purposes only):

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

Female [ ] Male [ ]

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENT TO THE ADDRESS BELOW WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.**

Attn: \_\_\_\_\_

Title: \_\_\_\_\_

Ira Green, Inc.  
177 Georgia Avenue  
Providence, Rhode Island 02095

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

IV.

I understand that if I do not sign this Release and return it to IRA GREEN WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS RELEASE WAS POSTMARKED, I will not be entitled to receive any payment (less deductions required by law) from Ira Green.

IN WITNESS WHEREOF, I have signed this document on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature

**ATTACHMENT 1-D**

**RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246**

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Ira Green's, Inc. ("Ira Green") paying you money, you agree that you will not file any lawsuit against Ira Green for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for the Trim Operator position at its Providence, RI facility. It also says that Ira Green does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of the payment of at least [INSERT \$] (less deductions required by law) by Ira Green to me, which I agree is acceptable, I, \_\_\_\_\_, agree to the following:  
print name

I .

I hereby waive, release and forever discharge Ira Green, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my non-selection for employment as a Trim Operator at its Providence Facility on the basis of my gender at any time through the effective date of this Release.

II .

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

III.

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

IV.

I understand that if I do not sign this Release and return it to IRA GREEN WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS RELEASE WAS POSTMARKED, I will not be entitled to receive any payment (less deductions required by law) from Ira Green.

IN WITNESS WHEREOF, I have signed this document on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature

**ATTACHMENT F**

Employee's Withholding Allowance Certificate (W-4)

**ATTACHMENT G**

Request for Taxpayer Identification Number and Certification (W-9)