

**Early Resolution Conciliation Agreement Between the
U.S. Department of Labor
Office of Federal Contract Compliance Programs
and
AMERICAN AIRLINES
DALLAS FORT WORTH INTERNATIONAL AIRPORT

AMERICAN AIRLINES (FORMERLY U.S. AIRWAYS)
PHILADELPHIA INTERNATIONAL AIRPORT**

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated the American Airlines facilities located at Dallas-Fort Worth International Airport ("American DFW") and at the Philadelphia International Airport ("American PHL") and alleges that American DFW and American PHL are not in compliance with Executive Order 11246 as amended ("E.O. 11246" or "Executive Order"), and its implementing regulations at 41 C.F.R. Sections 60-1, and 60-3. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP, American DFW, and American PHL enter into this Early Resolution Conciliation Agreement ("Agreement"), and the parties agree to all the terms therein. The attachments to this Agreement are deemed incorporated by reference into this Agreement.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for American DFW and American PHL'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 American DFW or American PHL violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations, including during the 5-year exemption period set forth in Part III below, if OFCCP deems that American DFW or American PHL violates this Agreement.
2. American DFW and American PHL agree that OFCCP may review these facilities' compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents as may be relevant to the matter under investigation and pertinent to American DFW and American PHL's compliance. American DFW and American PHL will permit access to their premises during normal business hours for these purposes and will provide OFCCP with all reports and documents required.
3. This Agreement does not constitute an admission by American DFW and American PHL of any violation of or noncompliance with any laws or of any other wrongdoing whatsoever, including but not limited to any violation of EO 11246, Section 503 of the

Rehabilitation Act of 1973, as amended (“Section 503”), the Vietnam Era Veterans’ Readjustment Assistance Act of 1974 (“VEVRAA”) and their implementing regulations at 41 CFR Chapter 60, or other laws, nor has there been an adjudicated finding that American DFW and American PHL violated any laws.

4. American DFW and American PHL understand that nothing in this Agreement relieves American DFW and American PHL of their obligation to fully comply with the requirements of EO 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment laws.
5. American DFW and American PHL promise not to harass, intimidate, threaten, discriminate against, or otherwise retaliate against any individual because the individual benefits from this Agreement; or files a complaint or participates in any investigation or proceeding under EO 11246, Section 503, and/or VEVRAA; or engages in any activity listed at 41 CFR §§ 60-1.32(a).
6. OFCCP and American DFW and American PHL understand the terms of this Agreement and enter into it voluntarily.
7. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced therein. This Agreement contains all the 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 and signed by all parties.
8. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement becomes effective on the day it is signed by both the Regional Director of the Southwest and Rocky Mountain Region and Regional Director of the Mid-Atlantic Region (the “Effective Date”).
10. This Agreement will expire sixty (60) days after American DFW and American PHL submit the final progress report required in Part V below, unless OFCCP notifies American DFW and American PHL in writing prior to the expiration date that American DFW and American PHL has not fulfilled all of their obligations under the Agreement, in which case the Agreement is automatically extended until the date OFCCP determines American DFW and American PHL have met all of its obligations under the Agreement.
11. Each party shall bear its own fees and expenses with respect to this matter.
12. If American DFW and American PHL violate the Conciliation Agreement,
 - A. The procedures set forth at 41 CFR §§ 60-1.34 will govern:

- 1) If OFCCP believes that American DFW and/or American PHL violated any term of the Agreement while it was in effect, OFCCP will send American DFW and/or American PHL a written notice stating the alleged violations and summarizing any supporting evidence.
- 2) American DFW and/or American PHL will have 15 days from receipt of such notice to demonstrate in writing that the relevant facility has not violated the Conciliation Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
- 3) If American DFW and/or American PHL is unable to demonstrate that the relevant facility 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 notice requirement and seek a full make-whole remedy for class members.
- 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. American DFW and American PHL 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.

13. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor, and cannot be used as evidence that American DFW and American PHL are not in violation of any applicable federal, state, or local laws, including but not limited to E.O. 11246, Section 503, VEVRAA, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act..
14. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
15. All references to “days” in this Agreement are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

PART III. Special Terms and Conditions

- A. This Agreement covers American DFW, American PHL, and two Functional Affirmative Action Programs (FAAPs) to be developed by American Airlines for Flight Attendants and Pilots. American Airlines agrees to review American DFW, American PHL, and the FAAPs for Flight Attendants and Pilots for alleged violations similar to those identified in Part IV of this Agreement. If similar violations are identified at American DFW, American PHL, and/or within the FAAPs for Flight Attendants and Pilots, American Airlines agrees to implement corrective actions at the affected establishment or within the appropriate FAAPs where violations were found, consistent with the remedy provisions of this Agreement.
- B. OFCCP acknowledges that American Airlines will submit an application to OFCCP to prepare two FAAPs, one for Flight Attendants and one for Pilots. The parties anticipate that the FAAPs for Flight Attendants and Pilots will be approved by OFCCP and prepared by American Airlines by December 2020.
- C. OFCCP agrees that the FAAPs for Flight Attendants and Pilots shall not be subject to an OFCCP compliance evaluation for five (5) years from the date of this Agreement ("Five-Year Exemption Period"). In addition, OFCCP will not schedule American DFW or American PHL for a compliance evaluation for a five (5) year period from the effective date of this Agreement.
- D. OFCCP retains the right to investigate complaints of discrimination at establishments covered by this Agreement under E.O. 11246, Section 503, and VEVRAA.
- E. If American Airlines violates the terms of this Agreement, OFCCP reserves the right to bring an enforcement action per the terms of 41 CFR 60-1.34. In that event, the five (5)-year compliance evaluation scheduling exemption will be void.
- F. If during the five (5)-year period, OFCCP schedules a different establishment of American Airlines for a compliance evaluation not covered by this Agreement, OFCCP will conduct the compliance evaluation consistent with its normal policies and procedures.
- G. This agreement does not relieve American Airlines from compliance with OFCCP requirements of equal employment opportunity through affirmative action and non-discrimination across its entire workforce, including preparing and monitoring affirmative action programs (AAPs).

PART IV. VIOLATIONS AND REMEDIES

A. ALLEGED HIRING DISCRIMINATION FINDINGS

1. OFCCP's investigation found that American DFW and American PHL were not in compliance with 41 CFR § 60-1.4(a)(1). OFCCP's analysis of American DFW and American PHL's hiring process and selection procedures revealed the following:

- *American DFW*: During the period of January 1, 2015 through December 31, 2015 (“review period”), OFCCP’s analysis showed that American DFW discriminated against black and female applicants in Fleet Service Clerk (Full Time) positions. OFCCP’s analysis found a statistically-significant disparity of (b) (7)(E) standard deviations against female applicants and a shortfall of 17 in this job title. Further, OFCCP’s analysis found a statistically-significant disparity of (b) (7)(E) standard deviations against black applicants and a shortfall of 14.
- *American PHL*:
 - During the period of March 1, 2015 through February 29, 2016 (“review period”), OFCCP’s analysis showed that American PHL discriminated against black applicants in Stock Clerk positions. OFCCP’s analysis found a statistically-significant disparity of (b) (7)(E) standard deviations against black applicants and a shortfall of 3.
 - During the period of March 1, 2015 through February 29, 2016 (“review period”), OFCCP’s analysis showed that American PHL discriminated against black applicants in Representative Club positions. OFCCP’s analysis found a statistically-significant disparity of (b) (7)(E) standard deviations against black applicants and a shortfall of 6.

American DFW and American PHL have cooperated with OFCCP’s investigation and have cooperated with the agency to resolve this matter prior to the issuance of a Predetermination Notice or Notice of a Violation.

B. FINANCIAL AND NON-MONETARY REMEDIES FOR HIRING VIOLATIONS

American DFW and American PHL agree to the following:

- a. Revision of the Hiring Process, Implementation and Training: Within 45 calendar days of the Effective Date of this Agreement, American DFW and American PHL will revise, as necessary and in writing, the practices, policies and procedures each establishment uses to recruit, track and hire applicants¹ for Fleet Service Clerks (Full Time) at American DFW, and Stock Clerk and Representative Club at American PHL (hereinafter the “Revised Hiring Procedures”). With respect to the Revised Hiring Procedures and training to be conducted, American DFW and American PHL agree to the following with regard to Fleet Service Clerk (Full Time) positions at American DFW, and Stock Clerk and Representative Club at American PHL:
 1. To adopt or revise, as necessary, written procedures for recruiting applicants, including mandatory posting and outreach efforts.

¹ The term “applicant” refers to any individual that expresses interest in employment through American Airlines’ employment application portal at jobs.aa.com.

2. To continue to use non-discriminatory qualifications and written criteria to select and/or reject job seekers and applicants at each step of the hiring process, including the qualifications and criteria to be used in any application screen, interview, test, post-offer screening or other selection procedures. American DFW and American PHL will also implement procedures, as appropriate, to limit subjectivity in the hiring process with respect to the evaluation and use of minimum qualifications.
 3. To adopt or revise procedures to ensure that: (i) applicants are tracked and decisions are documented at each step in the hiring process, and (ii) documents are retained in accordance with 41 CFR § 60-1.12(a) and Part 60-3.
 4. To conduct adverse impact analyses (*i.e.*, comparing the number of applicants versus the number of hires, by race and by sex to the extent known, for the applicable job title during the applicable time period) on at least an annual basis, as set forth in Part IV below. American DFW and American PHL will provide OFCCP with the results of these analyses. If statistically-significant adverse impact is found in the total selection process, American DFW and/or American PHL will analyze each component of the hiring process to determine the step or steps potentially causing the adverse impact and will promptly make adjustments to the hiring process as reasonably warranted in order to eliminate the statistically-significant adverse impact. For purposes of these analyses, American DFW and American PHL will not include Eligible Class Members (as defined in subparagraph c below) who are hired pursuant to this Agreement as applicants or hires. American Airlines will report to OFCCP about any analysis resulting in statistically-significant adverse impact and any adjustments, if applicable, during the relevant twelve (12)-month monitoring period and as required by Part VI of this Agreement. American DFW and American PHL will retain all records used in the adverse impact analyses and records related to any adjustments to hiring processes.
 5. American DFW and American PHL will fully implement the Revised Hiring Process and will train all individuals involved in any way in recruiting, selecting or tracking applicants on the Revised Hiring Process in accordance with the timeframes set forth in this Agreement.
- b. Notification: In accordance with the timeline listed in Attachment C (the “Timeline”) and within forty-five (45) days of the Effective Date of this Agreement, American DFW and American PHL will notify the Class Members of the terms of this Agreement by mailing by first class mail to each class member the Notice to Affected Class (Attachment 2, “Notice”), Information Verification & Employment Interest Form (Attachment 3, “Interest Form”), the Release of Claims Under Executive Order 11246 (Attachment 4, “Release”), and a postage-paid return envelope. In the event that the Class Member is deceased or as otherwise provided under the law, the Class Members’ legal representative can respond by returning the completed Interest Form and executed Release. Within eighty (80) days of the Effective Date of this Agreement, American DFW and American PHL will provide OFCCP with a list of all Class Members whose forms were returned as undeliverable or who have not yet responded to the Notice and/or have not fully

completed and returned the Claim Form or executed Release. OFCCP will then attempt to obtain updated addresses and will provide updated Class Member contact information to American DFW and American PHL within ten (10) days of receiving American DFW and American PHL's list. Within five (5) days of receiving new contact information from OFCCP, American DFW and American PHL will mail by first class mail a second Notice, Interest Form, Release, and postage-paid return envelope to all Class Members for whom updated addresses were obtained.

- c. Eligibility: All Class Members must return both the Interest Form and executed Release within 125 days of the Effective Date of the Agreement in order to participate in the settlement. Those Class Members who timely complete, sign and return the Release and Interest Form ("Eligible Class Members") will equally share in the monetary settlement. In addition, Eligible Class Members at American DFW who indicate an interest in employment will be eligible to be considered for a Fleet Service Clerk (Full Time) position if they meet the qualifications set forth below, and Eligible Class Members at American PHL who indicate an interest in employment will be eligible to be considered for a Stock Clerk or Representative Club position if they meet the qualifications set forth below.

If a Class Member does not return a completed Interest Form and/or a fully-executed Release to American DFW and American PHL within 125 days of the Effective Date of this Agreement, the Class Member will no longer be entitled to any monetary settlement, offer of employment, or any other relief pursuant to this Agreement.

In accordance with the Timeline (within 140 days of the Effective Day of this Agreement), American DFW and American PHL will provide OFCCP with a list of the Eligible Class Members who timely returned a completed Interest Form and executed Release, along with a copy of each Interest Form and executed Release received. Within 15 days of OFCCP receiving the list of Eligible Class Members, and in accordance with the Timeline, OFCCP will review and approve the final list of Eligible Class Members or discuss with American DFW and American PHL any issues necessary to finalize the list, such as the inclusion or exclusion of certain Class Members. The monetary settlement for American DFW and American PHL discussed in subparagraph e. below will be divided equally among all Eligible Class Members at American DFW and American PHL who are on the final approved list of Eligible Class Members. All Eligible Class Members on the final approved list are entitled to an equal share of the monetary settlement regardless of whether they are interested in employment with American DFW or American PHL.

- d. Offer of Employment: As Fleet Service Clerk (Full Time) positions become available at American DFW, and as Stock Clerk and Representative Club positions become available at American PHL, American DFW and American PHL will extend conditional job offers to qualified Eligible Class Members who (1) express an interest in employment for the applicable position(s) at either establishment, (2) have not previously been employed with U.S. Airways or American Airlines, (3) are not currently employed by American Airlines, and (4) meet American DFW or American PHL's below-stated job

requirements until the following occurs:

- American DFW: American DFW will hire 17 female and 14 Black Eligible Class Members into Fleet Service Clerk (Full Time) positions or exhaust the list of qualified Eligible Class Members expressing an interest in employment at American DFW, whichever occurs first. Eligible Class Members must meet the following job requirements in order to be considered for a conditional job offer: (1) complete and submit an updated employment application through American Airlines' online application portal at jobs.aa.com; (2) be age 18 or over; (3) be eligible to work in the United States; (4) possess a high school degree or GED from an accredited institution; (5) meet qualifications that are required for the Fleet Service Clerk (Full Time) position, including criminal background screening and SIDA and USPS security clearances; (6) pass a drug test; and (7) agree to accept wages, work hours, overtime, and shift requirements according to American DFW's needs and assignments. No relocation assistance will be offered.
- American PHL: American PHL will hire 3 Black Eligible Class Members into Stock Clerk positions and 6 Eligible Class Members into Representative Club positions, or exhaust the list of qualified Eligible Class Members expressing an interest in employment, whichever occurs first. Eligible Class Members must meet the following job requirements in order to be considered for a conditional job offer: (1) complete and submit an updated employment application through American Airlines' online application portal at jobs.aa.com; (2) be age 18 or over; (3) be eligible to work in the United States; (4) possess a high school degree or GED from an accredited institution; (5) meet qualifications that are required for the Stock Clerk or Representative Club position, including criminal background screening and SIDA security clearances; (6) pass a drug test; and (7) agree to accept wages, work hours, overtime, and shift requirements according to U.S. Airway PHL's needs and assignments. No relocation assistance will be offered.

Eligible Class Members shall be considered in the order that American DFW or American PHL receives their completed Interest Forms expressing an interest in employment. If multiple completed Interest Forms are received by either American DFW or American PHL on the same date, the earliest original application date of the Eligible Class Member will determine the order of employment consideration. Once hired, Eligible Class Members will be subject to the same probationary period, attendance, performance standards, job-bidding requirements, and any other applicable waiting periods as other similarly-situated new hires at American DFW and American PHL.

American DFW and American PHL will contact Eligible Class Members interested in a position as external openings for these applicable positions become available. Once an Eligible Class Member meets the requirements for the position and as external openings are available at either American DFW (for Fleet Service Clerk – Full Time) or American PHL (for Stock Clerk and Representative Club), a conditional job offer will be made in writing, sent by first-class mail or email to the Eligible Class Member, and will instruct

the Eligible Class Member to respond in person or in writing (email is acceptable) to the offer within seven (7) days from the date of receipt of the written offer. If the Eligible Class Member does not respond in person or in writing to the offer within seven (7) days of the receipt of the written offer, the offer will be withdrawn by American DFW or American PHL and neither American DFW nor American PHL shall be under any further obligation to hire such Eligible Class Member under this Agreement. American DFW and American PHL shall initiate the hiring process for Eligible Class Members as soon as practicable after receiving completed Interest Forms and executed Releases under this Agreement.

The report-to-work date for Eligible Class Members who accept a conditional job offer and otherwise meet all employment requirements shall be at least two weeks after the date the written job offer acceptance is received by American DFW or American PHL. If the Eligible Class Member does not report to work on the day designated by American DFW or American PHL without providing American DFW or American PHL with notice of good cause for the failure to report to work (e.g., personal illness), American DFW or American PHL will withdraw the offer and will be under no further obligation to hire the Eligible Class Member under this Agreement. If a good cause reason is provided and an Eligible Class Member does not report to work within one week of a new report-to-work date, American DFW or American PHL may withdraw the offer and will be under no further obligations to hire the Eligible Class Member under this Agreement. American DFW and American PHL will continue making conditional job offers until the shortfall is met or the list of Eligible Class Members who are interested in employment is exhausted.

Eligible Class Members hired into positions pursuant to this Agreement shall be paid the current wage rate for new hires for these positions and shall be provided with the same benefits, opportunities to earn overtime, shift differentials and other earnings as other similarly-situated newly-hired employees at American DFW and American PHL.

Eligible Class Members shall be responsible for notifying American DFW's and American PHL's settlement administrator of any changes to their addresses or contact information.

The parties agree that American DFW and American PHL's hiring needs vary and that this Agreement does not obligate American DFW or American PHL to hire when it has no business need to hire. During the term of this Agreement, American DFW and American PHL can continue to recruit, consider, recall employees, transfer eligible employees, and hire applicants for the applicable positions as business needs dictate. However, all external hiring must provide a preference to Eligible Class Members whenever possible.

- e. Monetary Settlement: In settlement of all potential claims for back pay and other monetary relief to Eligible Class Members, American DFW and American PHL agree to pay a total amount of Two Hundred Ninety-Six Thousand Dollars (\$296,000.00.) The total monetary settlement is allocated is as follows:

- American DFW: \$127,280 for Fleet Service Clerk (Full Time), and
- American PHL: \$59,200 for Stock Clerk and \$109,520 for Club Representative.

The monetary settlement is a negotiated amount that represents estimated back pay and takes into account tenure and interim earnings. In addition to this monetary settlement, and in lieu of retroactive seniority, American DFW and American PHL will pay an additional \$200 to each Eligible Class Member who is (1) hired as a Fleet Service Clerk (Full Time) at American DFW or as a Stock Clerk or Representative Club at American PHL and (2) who completes the requisite probationary period. This payment will be paid at the completion of the 90-day probationary period.

Within two hundred ten (215) days of the Effective Date of the Agreement, American DFW and American PHL will distribute the monetary settlement, less deductions required by law, equally among the Eligible Class Members by mailing a check to each Eligible Class Member representing the Eligible Class Member's pro rata share of the total amount of the monetary settlement. American DFW and American PHL will pay to the Internal Revenue Service ("IRS") the employer's share of social security withholdings, and shall mail to each Eligible Class Member an IRS W-2 Form. The W-2 Form will be mailed to the Eligible Class Members either with the settlement checks and/or by the deadline imposed by applicable law. American DFW and American PHL will disburse the monetary settlement within sixty (60) days after OFCCP approves the final list of Eligible Class Members.

Within fifteen (15) days of American DFW and American PHL's receipt of a check to an Eligible Class Member returned as undeliverable, American DFW and/or American PHL will notify OFCCP of this fact via email sent to LaQuandra Adebajo at [\(b\) \(6\), \(b\) \(7\)\(C\)@dol.gov](mailto:(b) (6), (b) (7)(C)@dol.gov) (American DFW) or Edward Rogers at [\(b\) \(6\), \(b\) \(7\)\(C\)@dol.gov](mailto:(b) (6), (b) (7)(C)@dol.gov) (American PHL). OFCCP will attempt to locate the Eligible Class Member. If OFCCP obtains an alternate address, American DFW and American PHL will remail the check within fifteen (15) days of receiving an alternative address. Any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds, in the event that the amount of uncashed checks exceeds \$40.00, American DFW and American PHL shall make a second distribution in 30 days after the initial check was void to all Eligible Class Members who cashed their first check. If the amount of uncashed funds is equal to or less than \$40.00, American DFW and American PHL shall use the uncashed funds to provide training in equal employment opportunity to its personnel in addition to the training each establishment has agreed to provide under this Agreement.

C. ALLEGED TECHNICAL VIOLATION:

VIOLATION: At least as of March 1, 2015, American DFW and American PHL failed to preserve personnel or employment records for a period of not less than two (2) years from the date of the making of the record or the personnel action involved, whichever occurred later, in violation of 41 C.F.R. § 60-1.12, 60-3.4A, 300.80, and -741.80.

Specifically, American failed to preserve all records created during the selection process for Flight Attendants.

REMEDY : American Airlines will update or implement procedures, as necessary, to ensure that Flight Attendant applicants are tracked and selection decisions are documented at each step in the hiring process and that documents are retained in accordance with 41 C.F.R. § 60-1.12, 60-3.4A, 300.80, and -741.80.

PART V. ENHANCED COMPLIANCE AGREEMENT

1. The term of this Part V will be in effect for a five (5)-year period beginning on the Effective Date of the Agreement.
2. To proactively facilitate compliance with Executive Order 11246, as amended, American Airlines will take the steps described above to enhance its compliance in the hiring of Flight Attendants under the FAAP and for the job titles listed in Part IV, Violation 1 at its establishments operating at Dallas Fort Worth International Airport and Philadelphia International Airport. American Airlines will agree to the steps described below to enhance its compliance with Executive Order 11246 in the hiring of Flight Attendants.
3. American Airlines will review its policies and procedures for hiring Flight Attendants, including its interview and applicant tracking processes,
4. Under this Enhanced Compliance Agreement, American Airlines will submit to OFCCP a hiring process for Flight Attendants that describes the selection procedures outlined below:
 - a. Procedures to recruit, screen, interview, select, reject, and hire Flight Attendants without regard to sex, sexual orientation, gender identity, race/ethnicity, color, national origin, and religion in compliance with Executive Order 11246.
 - b. Evaluation of recruitment efforts (including methods and sources) for Flight Attendant positions and recommendations for additional strategies to increase the representation of qualified protected class applicants.
 - c. Procedures to limit subjectivity and implicit bias in the hiring process, including identifying objective qualifications and criteria to be used to select and/or eliminate from further consideration persons expressing an interest in employment at each step of the hiring process (*e.g.*, application screen, interview, post-offer screen, etc.).
 - d. Procedures to ensure that persons expressing an interest in employment are tracked and decisions are documented at each step in the hiring process.

- e. Procedures to ensure that documents are retained in accordance with 41 CFR 60-1.12(a) and Part 60-3.
- f. Procedures to train all employees involved in the hiring process on the policies and practices related to American Airlines' selection of Flight Attendants.
- g. Procedures to ensure that adverse impact analyses are conducted in accordance with 41 CFR Part 60-3, including evaluation of the individual components and qualifications if statistical disparities exist.

American Airlines will develop and conduct a training program to be presented to all individuals involved in the Flight Attendant hiring process (*e.g.*, recruiting, screening, interviewing, selection, rejection, and hiring). The training will be mandatory for the personnel identified above.

American Airlines will monitor the implementation of and results achieved from the revised Flight Attendant hiring process, and will provide reports to OFCCP based on the Reporting Requirement in Part VI. As part of this Agreement, American Airlines agrees to the monitoring of hiring activity within the Flight Attendant FAAP for any indication of statistically-significant disparities based on race/ethnicity or sex and will investigate and remedy any statistically-significant disparity identified. During the five (5)-year period this Agreement is in effect, the monitoring reports will indicate whether the revised hiring process has been fully implemented and whether the individuals involved in the revised hiring process are following the revised policies and procedures. The monitoring reports will also include appropriate recommendations, if any, to alter or change the revised hiring process, its implementation, or training, to ensure a nondiscriminatory hiring process.

During the five (5)-year period, American Airlines will conduct adverse impact analyses of Flight Attendants under the FAAP consistent with the requirements of 41 CFR 60-3.4 and 3.15 on at least an annual basis. If American Airlines finds statistically-significant disparities in hiring Flight Attendants, American Airlines shall investigate the cause of the disparities and take appropriate action, such as providing refresher training or making additional changes to the hiring process. American Airlines will implement remedies to correct any statistically-significant disparities in hiring and report to OFCCP on actions taken.

This Enhanced Compliance Agreement between American Airlines and OFCCP does not provide American Airlines with any grant of immunity or protection from its requirement to comply with Executive Order 11246.

This Enhanced Compliance Agreement between American Airlines and OFCCP may be modified upon the written consent of the parties, and such consent will not be unreasonably withheld.

This Enhanced Compliance Agreement is between OFCCP and American Airlines (as collectively defined above) and does not confer any rights or benefits to any other parties, other than any successor to, parent of, or subsidiary of American Airlines or OFCCP. In case of a disagreement over the implementation of this Enhanced Compliance Agreement, the parties agree to negotiate in good faith prior to enforcement.

A. PART VI. REPORTS REQUIRED

1. American DFW and American PHL must submit the documents and reports described below to the Southwest and Rocky Mountain Regional Director (American DFW) and the Mid-Atlantic Regional Director (American PHL).
2. American DFW and American PHL must submit a progress report covering each twelve (12) month period this Agreement is in effect. The first progress report will be due thirteen (13) months after the Effective Date of this Agreement and must cover the twelve (12) month period beginning with the Effective Date. Each subsequent report must cover the successive twelve (12) month period, and must be submitted within thirty (30) calendar days after the close of that twelve (12) month period.
3. American DFW and American PHL will submit the following in each progress report, as applicable:
 - a. Documentation of monetary payments to all Eligible Class Members as specified in Section III, including for each: the name of the person receiving a monetary settlement, the check number and amount of the check, and the date the check cleared the bank. The same documentation will be provided for Eligible Class Members who are hired, complete the 90-day probationary period, and receive the \$200.00 payment in lieu of retroactive seniority. OFCCP may request copies of canceled checks disbursed by American DFW or American PHL to Eligible Class Members or other equivalent documentation verifying that Eligible Class Members were paid;
 - b. Documentation for each Eligible Class Member who is hired into a Fleet Service Clerk (Full Time) position at American DFW or in a Stock Clerk or Representative Club position at American PHL, including name; date of hire; job title hired into; rate of pay; and proof of payment, if applicable, for any payment made in lieu of retroactive seniority.
 - c. Documentation for each Eligible Class Member who was considered for employment but was not hired into a Fleet Service Clerk (Full Time) position at American DFW or in a Stock Clerk or Representative Club position at American PHL, along with the reason(s) for non-selection and all relevant documentation relating to that non-selection;

- d. The total number of external applicants and hires and the breakdown by race, sex and ethnic group of applicants and hires for a Fleet Service Clerk (Full Time) at American DFW or for a Stock Clerk or Representative Club at American PHL during the reporting period, including all temporary, part time, and seasonal workers who were referred to and/or assigned to work at American DFW and American PHL by a staffing firm or employment agency. Each report must cover the successive twelve (12)-month period, and must be submitted within thirty (30) calendar days after the close of that twelve (12)-month period. The twelve (12)-month period will be the same as the AAP year. This reporting will be for years two (2), four (4), and five (5) of the Agreement.
- 4. For the Flight Attendants FAAP, the following will be submitted to Mid-Atlantic Regional Director:
 - a. Flight Attendant job seeker, applicant and hiring data. The applicant and hire data will include race and sex, to the extent possible. This data will be submitted for the Flight Attendant FAAP in years three (3) and four (4) of the monitoring period (FAAP years 2021 and 2023).
 - b. These reports will be due March 15, 2022 and March 15, 2024.

TERMINATION DATE: This Agreement will terminate pursuant to the terms in Part II, Paragraph 10.

Attachments

- A. List of Affected Applicants
- B. Notice Documents (Notice, Claim, and Release Forms)
 - B1: Philadelphia Stock Clerk job title
 - B-1(A): Notice – Stock Clerk
 - B-1(B): Interest Form – Stock Clerk
 - B-1(C): Release Form – Stock Clerk
 - B2: Philadelphia Representative Club job title
 - B-2(A): Notice – Representative Club
 - B-2(B): Interest Form – Representative Club
 - B-2(C): Release Form – Representative Club
 - B3: DFW Fleet Service Clerk (Full Time) job title
 - B-3(A): Notice – Fleet Service Clerk (Full Time)
 - B-3(B): Interest Form – Fleet Service Clerk (Full Time)
 - B-3(C): Release Form – Fleet Service Clerk (Full Time)
- C. Timeline

PART VII. SIGNATURES

The person signing this Conciliation Agreement on behalf of American Airlines personally warrants that he/she is fully authorized to do so, that American Airlines has entered into this Conciliation Agreement voluntarily and with full knowledge of the effect thereof, and that execution of this Agreement is fully binding on American Airlines. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and American Airlines.

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

Vicki Gillette
Managing Director, Associate General
Counsel
American Airlines

DATE: 9/30/19

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

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

DATE: 9/30/19

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

Michele Hodge
Regional Director
Mid-Atlantic Region
OFCCP

DATE: 9/30/19

Attachment A

AMERICAN AIRLINES PHL STOCK CLERK CLASS MEMBERS

OFCCP NO.	Candidate ID	Race	Date of Application	OFCCP NO.	Candidate ID	Race	Date of Application
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(b)	(6),	(b)	(7)(C)				
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AMERICAN AIRLINES PHI REPRESENTATIVE CLUB CLASS MEMBERS

OFCCP NO.	Candidate ID	Race	Date of Application	OFCCP NO.	Candidate ID	Race	Date of Application
--------------	-----------------	------	------------------------	--------------	-----------------	------	------------------------

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

OFCCP NO.	Candidate ID	Race	Date of Application
--------------	-----------------	------	------------------------

OFCCP NO.	Candidate ID	Race	Date of Application
--------------	-----------------	------	------------------------

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

OFCCP NO.	Candidate ID	Race	Date of Application	OFCCP NO.	Candidate ID	Race	Date of Application
(b) (6), (b) (7)(C)							

OFCCP NO.	Candidate ID	Race	Date of Application	OFCCP NO.	Candidate ID	Race	Date of Application
(b) (6), (b) (7)(C)							

Date of Application

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

OFCCP NO.	Candidate ID	Race	Date of Application	OFCCP NO.	Candidate ID	Race	Date of Application
(b) (6), (b) (7)(C)							

OFCCP NO.	Candidate ID	Race	Date of Application
--------------	-----------------	------	------------------------

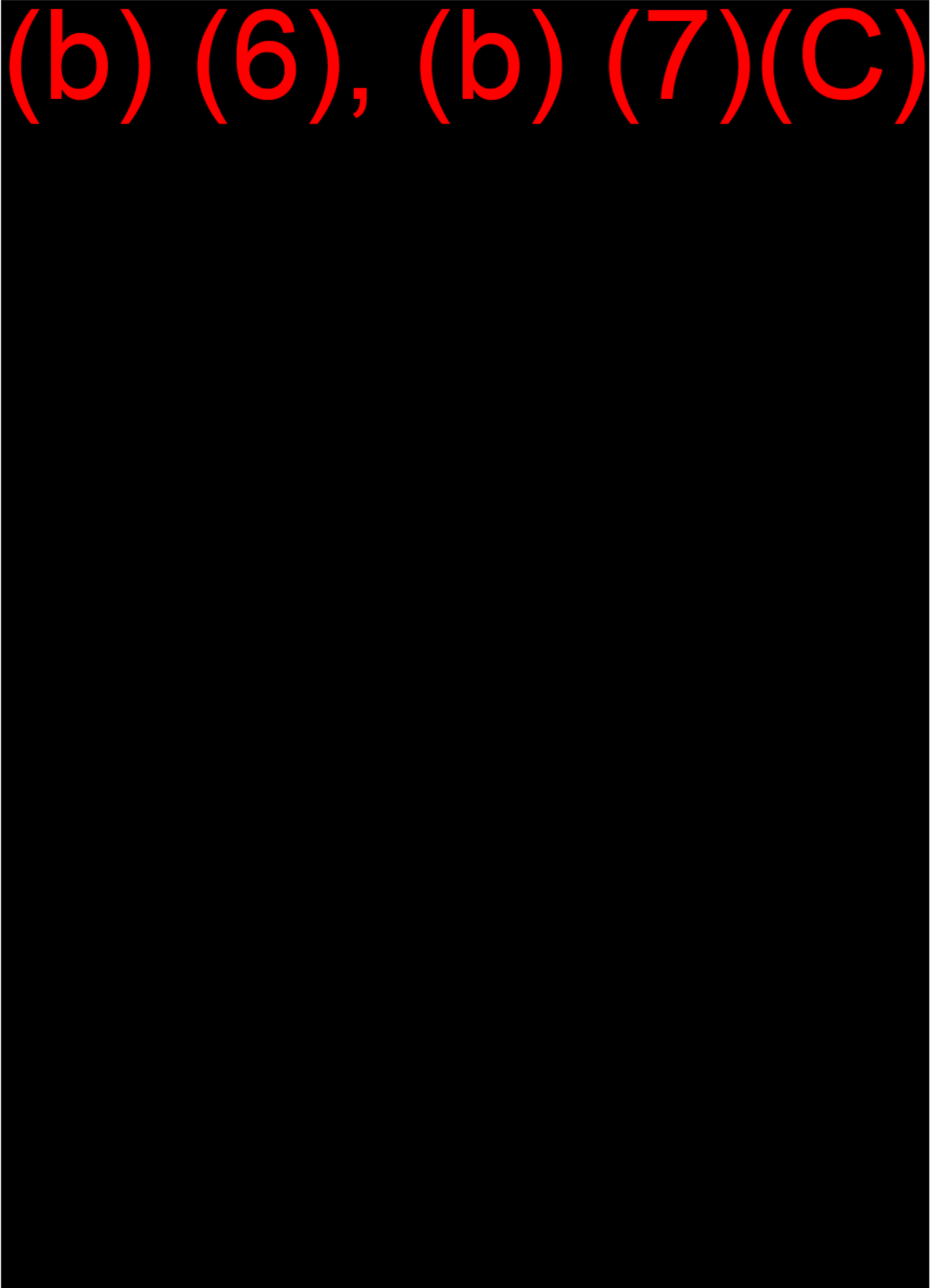
OFCCP NO.	Candidate ID	Race	Date of Application
--------------	-----------------	------	------------------------

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

OFCCP NO.	Candidate ID	Race	Date of Application
--------------	-----------------	------	------------------------

OFCCP NO.	Candidate ID	Race	Date of Application
--------------	-----------------	------	------------------------

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



OFCCP
NO.

Candidate
ID

Race

Date of
Application

OFCCP
NO.

Candidate
ID

Race

Date of
Application

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

Date of Application

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

OFCCP NO.	Candidate ID	Race	Date of Application
--------------	-----------------	------	------------------------

OFCCP NO.	Candidate ID	Race	Date of Application
--------------	-----------------	------	------------------------

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

OFCCP NO.	Candidate ID	Race	Date of Application
--------------	-----------------	------	------------------------

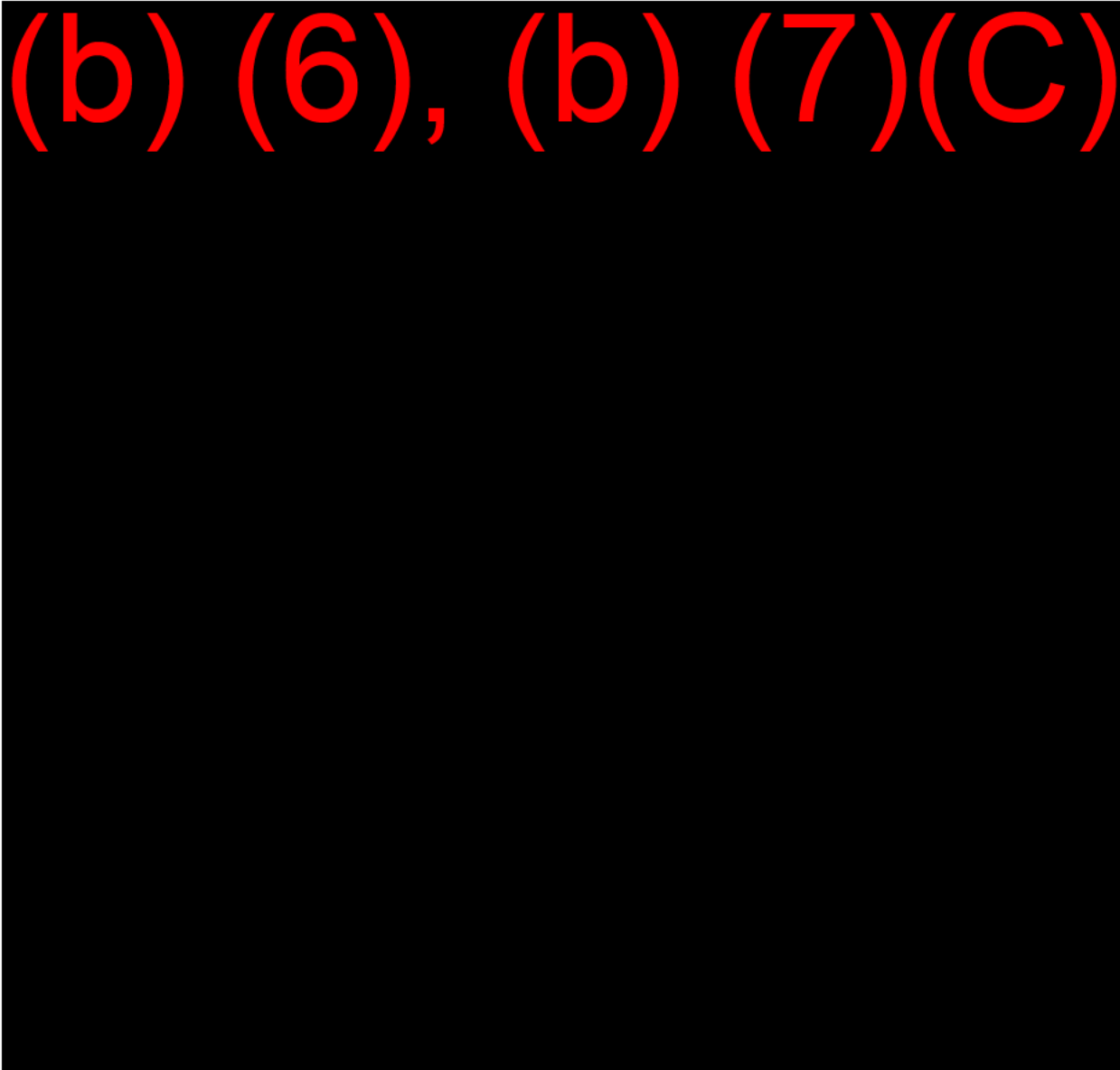
OFCCP NO.	Candidate ID	Race	Date of Application
--------------	-----------------	------	------------------------

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

OFCCP NO.	Candidate ID	Race	Date of Application	OFCCP NO.	Candidate ID	Race	Date of Application
(b) (6), (b) (7)(C)							

OFCCP NO.	Candidate ID	Gender	Date of Application	OFCCP NO.	Candidate ID	Gender	Date of Application
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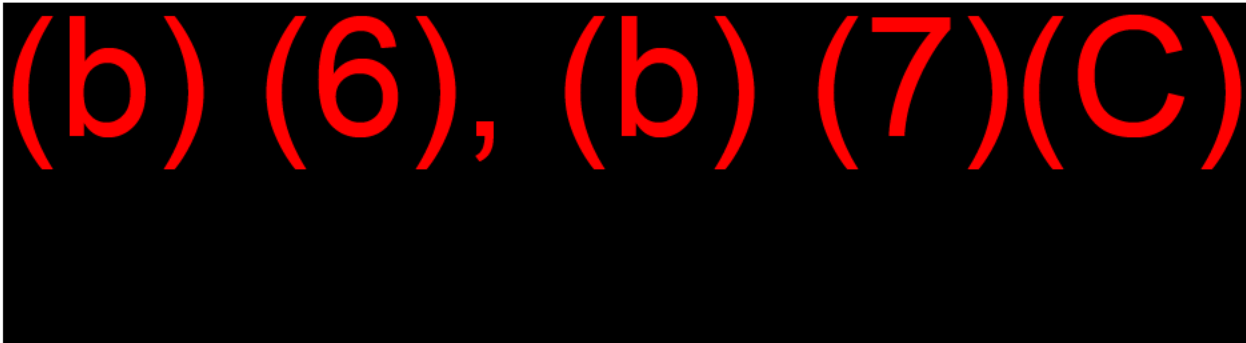
(b) (6), (b) (7)(C)



AMERICAN AIRLINES DFW FLEET SERVICE CLERK (FULL TIME) BLACK CLASS MEMBERS

OFCCP NO.	Candidate ID	Race	Date of Application	OFCCP NO.	Candidate ID	Race	Date of Application
--------------	-----------------	------	------------------------	--------------	-----------------	------	------------------------

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



OFCCP NO.	Candidate ID	Race	Date of Application
--------------	-----------------	------	------------------------

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

1. *Journal of the American Medical Association*, 2000; 283: 2689-2695.

Attachment B-1(A) Notice – Stock Clerk

You may be eligible to get money and a job because of a legal settlement between American Airlines Group Inc. and the U.S. Department of Labor

We are writing to provide information about a legal settlement between the U.S. Department of Labor and American Airlines Group Inc. at the Philadelphia International Airport (“American PHL”) 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 offer with American PHL.

ARE YOU AFFECTED?

Black applicants who applied and were not hired for Stock Clerk positions at U.S. American s PHL’s establishment at 8000 Essington Avenue, Philadelphia, Pennsylvania between March 1, 2015 and February 29, 2016 are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor’s Office of Federal Contract Compliance Programs (OFCCP) conducted a review of American PHL’s hiring practices during the period of March 1, 2015 and February 29, 2016. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP alleges that American PHL discriminated against Black applicants in hiring for Stock Clerk positions. American PHL denies those claims and there has not been any finding by a court that American PHL violated any laws or discriminated against you. However, OFCCP and American PHL have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement between American and OFCCP.

As a result of OFCCP’s and American PHL’s agreement, American PHL will pay money to certain Black applicants who applied for Stock Clerk positions during the relevant time period and were not hired. American PHL will also offer jobs to some of these applicants if they are interested and qualified.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for a Stock Clerk 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 payment of at least \$** **(before taxes).** This payment represents your share of the monetary payment that American PHL is making to settle the alleged violations. The final amount you will receive will be

Attachment B-1(A) Notice – Stock Clerk

reduced by lawful payroll deductions such as income taxes and Social Security contributions. It may take up to six (6) months from the date of this Notice before you receive any monetary payment.

- (2) **You may be eligible for a job offer.** As jobs become available, American PHL will be making conditional job offers for Stock Clerk positions to some of the individuals receiving this Notice. You are not guaranteed to receive a job offer. If you are interested in such a job with American PHL, you must express your interest on the enclosed Claim Form. Those receiving this notice who are deemed eligible for a conditional job offer will be considered for a Stock Clerk position as they become available after the claims process is complete. Conditional job offers will be made in the order that American PHL receives your executed Release and completed Interest Form expressing an interest in employment as a Stock Clerk at American PHL, so you are encouraged to complete and return all of your forms as soon as possible. In order to receive a conditional job offer under this Agreement, you must meet the following job requirements: (1) complete and submit an updated employment application through American Airlines' online application portal at jobs.aa.com ; (2) be age 18 or over; (3) be eligible to work in the United States; (4) possess a high school degree or GED through an accredited institution; (5) meet qualifications that are required for the Stock Clerk position, including criminal background screening and SIDA security clearances; (6) pass a drug test; and (7) agree to accept wages, work hours, overtime, and shift requirements according to American PHL's needs and assignments.

WHAT IS YOUR NEXT STEP?

You should read this Notice, the Interest Form, the Release of Claims, and any other information you receive from the Department of Labor or American PHL.

Please do not ignore these documents or throw them away. Otherwise, you could miss an opportunity to receive money and possibly a job offer with American PHL under the terms of the Agreement.

To be eligible for a payment and a possible job offer, you must complete, sign, and return **both** the (1) Interest Form and (2) Release of Claims to:

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

You may receive these benefits only if the information on your Interest 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.

Attachment B-1(A) Notice – Stock Clerk

You must follow all of the instructions in this Notice and return all of the documents by the deadline of [insert date] to receive any money and any other benefits provided by the settlement. If you fail to return all of the required 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 that are available to you under the settlement.

HOW CAN YOU GET MORE INFORMATION?

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

Interest Form

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

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

DEADLINE: This form must be completed and received by **[INSERT specific drop dead date]**

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

To receive a payment and a possible job offer, you must complete and return this Interest Form **and** the enclosed Release of Claims under Executive Order 11246 form. Both documents must be received by the deadline listed above to:

[Name and Address]

If you do not submit a completed Interest Form and executed Release on or before **[date here]**, then your claim will not be on time, **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 Interest Form and Release by [date here].

This Interest Form will only be used for the following purposes:

- (1) To confirm important information needed in order to make sure you are eligible to receive money under this settlement and to process your payment, and**
- (2) To allow you to express interest in the job being offered as a result of the settlement.**

NOTE: This notice is only for the person it was sent to and cannot be transferred or used by another person who is not part of the settlement.

Attachment B-1(B) Interest Form – Stock Clerk

Step 1: Please provide the following contact information to process your payment (please PRINT legibly).

First Name: _____

Last Name: _____

Any other names you have used: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

☐ I confirm that the address on the cover letter is correct.

☐ The address on the cover letter is not correct. My correct address is:

Address: _____

City: _____ State: _____ Zip: _____

It is very important that you notify the settlement administrator if your address or other contact information changes within the next twelve months or if you have questions about this Interest Form, the Release, or the settlement.

Notify the following at the address below if your address changes within the next 12 months:

[Insert name and address]

Please provide your Social Security Number _____ - _____ - _____

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

For purposes of this settlement, it is necessary to verify your race (check one):

☐ Black ☐ White ☐ Asian ☐ Hispanic ☐ American Indian ☐ Pacific Islander/Native Hawaiian ☐ Two or More Races

Attachment B-1(B) Interest Form – Stock Clerk

Step 2: Inform us if you are interested in a Stock Clerk job with American PHL and if you have previously worked for U.S. Airways or American Airlines (choose all that apply):

- ☐ **Yes**, I am interested in a Stock Clerk position with American PHL at its establishment at 8000 Essington Avenue, Philadelphia, Pennsylvania. I understand that to be eligible for a Stock Clerk position, I must meet all of the job qualifications, including: (1) complete and submit an updated employment application through American Airlines' online application portal at jobs.aa.com; (2) be age 18 or over; (3) be eligible to work in the United States; (4) possess a high school degree or GED from an accredited institution; (5) meet qualifications that are required for the Stock Clerk position, including criminal background screening and SIDA security clearances; (6) pass a drug test; and (7) agree to accept wages, work hours, overtime, and shift requirements according to PHL's needs and assignments. I understand that no relocation assistance will be offered.
- ☐ **No**, I am not interested in a Stock Clerk position with American PHL at its establishment located at 8000 Essington Avenue, Philadelphia, Pennsylvania/
- ☐ I am **currently employed** by American Airlines in the position of _____ at its establishment in _____.
- ☐ I was **previously employed** by U.S. Airways or American Airlines:

Name at time of employment: _____

U.S. Airways or American Airlines Location: _____

Dates of employment: _____

Step 3: Sign and return along with the signed Release

I certify the above as true and correct.

Signature

Date

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 ("Release") is a legal document. The Release states that in return for American Airlines Group Inc. ("American PHL") providing you with money and a potential job offer as a Stock Clerk, you agree that you will not file any lawsuit against American PHL for allegedly violating Executive Order 11246 in connection with the hiring of Black applicants in Stock Clerk positions at American PHL. This Release also says that American PHL does not admit it violated any laws. By signing this Release, you confirm that you had sufficient time to look at all the settlement documents; to talk with others about the documents, including an attorney if you choose; and that no one pressured you into signing the documents. Finally, the Release says that if you do not sign and return the Interest form and this Release by a certain date, you will not receive any money or a potential job offer as part of the settlement.

In consideration of the payment of at least \$ [REDACTED] (less deductions required by law) and a potential job offer into a Stock Clerk position at American PHL, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge American PHL, 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 hiring as a Stock Clerk on the basis of my race at any time prior to the date of my signature on this Release.

II.

I understand that American PHL denies that it treated me unlawfully or unfairly in any way and that American PHL 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 a potential job offer described above to resolve without further legal proceedings all issues related to OFCCP's compliance review of American PHL initiated by OFCCP on June 3, 2016. I further agree that the monetary payment and potential job offer to me by American PHL is not to be construed as an admission of any liability by American PHL.

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

[Name and address]

so that it is received by [date here], then I will not be entitled to receive any monetary payment (less deductions required by law) or a potential job offer for a Stock Clerk position from American PHL.

IN WITNESS WHEREOF, I have signed this document on this ____ day of _____, 20__.

Signature

Printed Name

Attachment B-1(A) Notice – Representative Club

You may be eligible to get money and a job because of a legal settlement between American Airlines Group Inc. and the U.S. Department of Labor

We are writing to provide information about a legal settlement between the U.S. Department of Labor and American Airlines Group Inc. at the Philadelphia International Airport (“American PHL”) 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 offer with American PHL.

ARE YOU AFFECTED?

Black applicants who applied and were not hired for Representative Club positions at American PHL’s establishment at 8000 Essington Avenue, Philadelphia, Pennsylvania between March 1, 2015 and February 29, 2016 are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor’s Office of Federal Contract Compliance Programs (OFCCP) conducted a review of American PHL’s hiring practices during the period of March 1, 2015 and February 29, 2016. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP alleges that American PHL discriminated against Black applicants in hiring for Representative Club positions. American PHL denies those claims and there has not been any finding by a court that American PHL violated any laws or discriminated against you. However, OFCCP and American PHL have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement between American and OFCCP.

As a result of OFCCP’s and American PHL’s agreement, American PHL will pay money to certain Black applicants who applied for Representative Club positions during the relevant time period and were not hired. American PHL will also offer jobs to some of these applicants if they are interested and qualified.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for a Representative Club 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 payment of at least \$** **(before taxes).** This payment represents your share of the monetary payment that American PHL is making to settle the alleged violations. The final amount you will receive will be

Attachment B-1(A) Notice – Representative Club

reduced by lawful payroll deductions such as income taxes and Social Security contributions. It may take up to six (6) months from the date of this Notice before you receive any monetary payment.

- (2) **You may be eligible for a job offer.** As jobs become available, American PHL will be making conditional job offers for Representative Club positions to some of the individuals receiving this Notice. You are not guaranteed to receive a conditional job offer. If you are interested in such a job with American PHL, you must express your interest on the enclosed Claim Form. Those receiving this notice who are deemed eligible for a conditional job offer will be considered for a Representative Club position as they become available after the claims process is complete. Conditional job offers will be made in the order that American PHL receives your executed Release and completed Interest Form expressing an interest in employment as a Representative Club at American PHL, so you are encouraged to complete and return all of your forms as soon as possible. In order to receive a conditional job offer under this Agreement, you must meet the following job requirements: (1) complete and submit an updated employment application through American Airlines' online application portal at jobs.aa.com; (2) be age 18 or over; (3) be eligible to work in the United States; (4) possess a high school degree or GED from an accredited institution; (5) meet qualifications that are required for the Representative Club position, including criminal background screening and SIDA security clearances; (6) pass a drug test; and (7) agree to accept wages, work hours, overtime, and shift requirements according to American PHL's needs and assignments.

WHAT IS YOUR NEXT STEP?

You should read this Notice, the Interest Form, the Release of Claims, and any other information you receive from the Department of Labor or American PHL.

Please do not ignore these documents or throw them away. Otherwise, you could miss an opportunity to receive money and possibly a job offer with American PHL under the terms of the Agreement.

To be eligible for a payment and a possible job offer, you must complete, sign, and return **both** the (1) Interest Form and (2) Release of Claims to:

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

You may receive these benefits only if the information on your Interest 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.

Attachment B-1(A) Notice – Representative Club

You must follow all of the instructions in this Notice and return all of the documents by the deadline of [insert date] to receive any money and any other benefits provided by the settlement. If you fail to return all of the required 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 that are available to you under the settlement.

HOW CAN YOU GET MORE INFORMATION?

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

Interest Form

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

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

DEADLINE: This form must be completed and received by **[INSERT specific drop dead date]**

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

To receive a payment and a possible job offer, you must complete and return this Interest Form **and** the enclosed Release of Claims under Executive Order 11246 form. Both documents must be received by the deadline listed above to:

[Name and Address]

If you do not submit a completed Interest Form and executed Release on or before **[date here]**, then your claim will not be on time, **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 Interest Form and Release by **[date here]**.

This Interest Form will only be used for the following purposes:

- (1) To confirm important information needed in order to make sure you are eligible to receive money under this settlement and to process your payment, and**
- (2) To allow you to express interest in the job being offered as a result of the settlement.**

NOTE: This notice is only for the person it was sent to and cannot be transferred or used by another person who is not part of the settlement.

Attachment B-1(B) Interest Form – Representative Club

Step 1: Please provide the following contact information to process your payment (please PRINT legibly).

First Name: _____

Last Name: _____

Any other names you have used: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

☐ I confirm that the address on the cover letter is correct.

☐ The address on the cover letter is not correct. My correct address is:

Address: _____

City: _____ State: _____ Zip: _____

It is very important that you notify the settlement administrator if your address or other contact information changes within the next twelve months or if you have questions about this Interest Form, the Release, or the settlement.

Notify the following at the address below if your address changes within the next 12 months:

[Insert name and address]

Please provide your Social Security Number _____ - _____ - _____

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

For purposes of this settlement, it is necessary to verify your race (check one):

☐ Black ☐ White ☐ Asian ☐ Hispanic ☐ American Indian ☐ Pacific Islander/Native Hawaiian ☐ Two or More Races

Attachment B-1(B) Interest Form – Representative Club

Step 2: Inform us if you are interested in a Representative Club job with American PHL and if you have previously worked for U.S. Airways or American Airlines (choose all that apply):

- ☐ **Yes**, I am interested in a Representative Club position with American PHL at its establishment at 8000 Essington Avenue, Philadelphia, Pennsylvania. I understand that to be eligible for a Representative Club position, I must meet all of the job qualifications, including: (1) complete and submit an updated employment application through American Airlines' online application portal at jobs.aa.com ; (2) be age 18 or over; (3) be eligible to work in the United States; (4) possess a high school degree or GED through an accredited institution; (5) meet qualifications that are required for the Representative Club position, including criminal background screening and SIDA security clearances; (6) pass a drug test; and (7) agree to accept wages, work hours, overtime, and shift requirements according to American PHL's needs and assignments. I understand that no relocation assistance will be offered.
- ☐ **No**, I am not interested in a Representative Club position with American PHL at its establishment located at 8000 Essington Avenue, Philadelphia, Pennsylvania/
- ☐ I am **currently employed** by American Airlines in the position of _____ at its establishment in _____.
- ☐ I was **previously employed** by U.S. Airways or American Airlines:
- Name at time of employment: _____
- U.S. Airways or American Airlines Location: _____
- Dates of employment: _____

Step 3: Sign and return along with the signed Release

I certify the above as true and correct.

Signature

Date

Attachment B-1(C) Release– Representative Club

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 ("Release") is a legal document. The Release states that in return for American Airlines Group Inc. ("American PHL") providing you with money and a potential job offer as a Representative Club, you agree that you will not file any lawsuit against American PHL for allegedly violating Executive Order 11246 in connection with the hiring of Black applicants in Representative Club positions at American PHL. This Release also says that American PHL does not admit it violated any laws. By signing this Release, you confirm that you had sufficient time to look at all the settlement documents; to talk with others about the documents, including an attorney if you choose; and that no one pressured you into signing the documents. Finally, the Release says that if you do not sign and return the Interest form and this Release by a certain date, you will not receive any money or a potential job offer as part of the settlement.

In consideration of the payment of at least \$ [REDACTED] (less deductions required by law) and a potential job offer into a Representative Club position at American PHL, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge American PHL, 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 hiring as a Representative Club on the basis of my race at any time prior to the date of my signature on this Release.

II.

I understand that American PHL denies that it treated me unlawfully or unfairly in any way and that American PHL 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 a potential job offer described above to resolve without further legal proceedings all issues related to OFCCP's compliance review of American PHL initiated by OFCCP on June 3, 2016. I further agree that the monetary payment and potential job offer to me by American PHL is not to be construed as an admission of any liability by American PHL.

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.

Attachment B-1(C) Release– Representative Club

I understand that if I do not sign this Release and return it to

[Name and address]

so that it is received by [date here], then I will not be entitled to receive any monetary payment (less deductions required by law) or a potential job offer for a Representative Club position from American PHL.

IN WITNESS WHEREOF, I have signed this document on this ____ day of _____, 20__.

Signature

Printed Name

Attachment B-1(A) Notice – Fleet Service Clerk (Full Time)

You may be eligible to get money and a job because of a legal settlement between American Airlines Group Inc. and the U.S. Department of Labor

We are writing to provide information about a legal settlement between the U.S. Department of Labor and American Airlines Group Inc. at the Dallas Fort Worth International Airport (“American DFW”) 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 offer with American DFW.

ARE YOU AFFECTED?

Black applicants who applied and were not hired for Fleet Service Clerk (Full Time) positions at American DFW’s establishment at 2400 Aviation Drive, DFW Airport, Texas between January 1, 2015 and December 31, 2015 are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor’s Office of Federal Contract Compliance Programs (OFCCP) conducted a review of American DFW’s hiring practices during the period of March 1, 2015 and February 29, 2016. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP alleges that American DFW discriminated against Black applicants in hiring for Fleet Service Clerk (Full Time) positions. American DFW denies those claims and there has not been any finding by a court that American DFW violated any laws or discriminated against you. However, OFCCP and American DFW have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement between American and OFCCP.

As a result of OFCCP’s and American DFW’s agreement, American DFW will pay money to certain Black applicants who applied for Fleet Service Clerk (Full Time) positions during the relevant time period and were not hired. American DFW will also offer jobs to some of these applicants if they are interested and qualified.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for a Fleet Service Clerk (Full Time) 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 payment of at least \$** **(before taxes).** This payment represents your share of the monetary payment that American DFW is making to settle the alleged violations. The final amount you will receive will be

Attachment B-1(A) Notice – Fleet Service Clerk (Full Time)

reduced by lawful payroll deductions such as income taxes and Social Security contributions. It may take up to six (6) months from the date of this Notice before you receive any monetary payment.

- (2) **You may be eligible for a job offer.** As jobs become available, American DFW will be making conditional job offers for Fleet Service Clerk (Full Time) positions to some of the individuals receiving this Notice. You are not guaranteed to receive a conditional job offer. If you are interested in such a job with American DFW, you must express your interest on the enclosed Interest Form. Those receiving this notice who are deemed eligible for a conditional job offer will be considered for a Fleet Service Clerk (Full Time) position as they become available after the claims process is complete. Conditional job offers will be made in the order that American DFW receives your executed Release and completed Interest Form expressing an interest in employment as a Fleet Service Clerk (Full Time) at American DFW, so you are encouraged to complete and return all of your forms as soon as possible. In order to receive a conditional job offer under this Agreement, you must meet the following job requirements: (1) complete and submit an updated employment application through American Airlines' online application portal at jobs.aa.com; (2) be age 18 or over; (3) be eligible to work in the United States; (4) possess a high school degree or GED from an accredited institution; (5) meet qualifications that are required for the Fleet Service Club position, including criminal background screening and SIDA/USPS security clearances; (6) pass a drug test, and (7) agree to accept wages, work hours, overtime, and shift requirements according to American DFW's needs and assignments.

WHAT IS YOUR NEXT STEP?

You should read this Notice, the Interest Form, the Release of Claims, and any other information you receive from the Department of Labor or American DFW.

Please do not ignore these documents or throw them away. Otherwise, you could miss an opportunity to receive money and possibly a job offer with American DFW under the terms of the Agreement.

To be eligible for a payment and a possible job offer, you must complete, sign, and return **both** the (1) Interest Form and (2) Release of Claims to:

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

You may receive these benefits only if the information on your Interest 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.

Attachment B-1(A) Notice – Fleet Service Clerk (Full Time)

You must follow all of the instructions in this Notice and return all of the documents by the deadline of [insert date] to receive any money and any other benefits provided by the settlement. If you fail to return all of the required 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 that are available to you under the settlement.

HOW CAN YOU GET MORE INFORMATION?

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

Interest Form

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

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

DEADLINE: This form must be completed and received by **[INSERT specific drop dead date]**

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

To receive a payment and a possible job offer, you must complete and return this Interest Form **and** the enclosed Release of Claims under Executive Order 11246 form. Both documents must be received by the deadline listed above to:

[Name and Address]

If you do not submit a completed Interest Form and executed Release on or before **[date here]**, then your claim will not be on time, **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 Interest Form and Release by [date here].

This Interest Form will only be used for the following purposes:

- (1) To confirm important information needed in order to make sure you are eligible to receive money under this settlement and to process your payment, and**
- (2) To allow you to express interest in the job being offered as a result of the settlement.**

NOTE: This notice is only for the person it was sent to and cannot be transferred or used by another person who is not part of the settlement.

Attachment B-1(B) Interest Form – Fleet Service Clerk (Full Time)

Step 1: Please provide the following contact information to process your payment (please PRINT legibly).

First Name: _____

Last Name: _____

Any other names you have used: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

☐ I confirm that the address on the cover letter is correct.

☐ The address on the cover letter is not correct. My correct address is:

Address: _____

City: _____ State: _____ Zip: _____

It is very important that you notify the settlement administrator if your address or other contact information changes within the next twelve months or if you have questions about this Interest Form, the Release, or the settlement.

Notify the following at the address below if your address changes within the next 12 months:

[Insert name and address]

Please provide your Social Security Number _____ - _____ - _____

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

For purposes of this settlement, it is necessary to verify your sex (check one):

☐ Male ☐ Female

For purposes of this settlement, it is necessary to verify your race (check one):

☐ Black ☐ White ☐ Asian ☐ Hispanic ☐ American Indian ☐ Pacific Islander/Native Hawaiian ☐ Two or More Races

Attachment B-1(B) Interest Form – Fleet Service Clerk (Full Time)

Step 2: Inform us if you are interested in a Fleet Service Clerk (Full Time) job with American DFW and if you have previously worked for U.S. Airways or American Airlines (choose all that apply):

☐ Yes, I am interested in a Fleet Service Clerk (Full Time) position with American DFW at its establishment at 2400 Aviation Drive, DFW Airport, Texas. I understand that to be eligible for a Fleet Service Clerk (Full Time) position, I must meet all of the job qualifications, including: (1) complete and submit an updated employment application through American Airlines' online application portal at jobs.aa.com; 2) be age 18 or over; (3) be eligible to work in the United States; (4) possess a high school degree or GED from an accredited institution; (5) meet qualifications that are required for the Fleet Service Clerk (Full Time) position, including criminal background screening and SIDA/USPS security clearances; (6) pass a drug test; and (7) agree to accept wages, work hours, overtime, and shift requirements according to DFW's needs and assignments. I understand that no relocation assistance will be offered.

☐ No, I am not interested in a Fleet Service Clerk (Full Time) position with American DFW at its establishment located at 2400 Aviation Drive, DFW Airport, Texas.

☐ I am **currently employed** by American Airlines in the position of _____ at its establishment in _____.

☐ I was **previously employed** by U.S. Airways or American Airlines:

Name at time of employment: _____

U.S. Airways or American Airlines Location: _____

Dates of employment: _____

Step 3: Sign and return along with the signed Release

I certify the above as true and correct.

Signature

Date

Attachment C Timeline – Fleet Service Clerk (Full Time)

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 ("Release") is a legal document. The Release states that in return for American Airlines Group Inc. ("American DFW") providing you with money and a potential job offer as a Fleet Service Clerk (Full Time), you agree that you will not file any lawsuit against American DFW for allegedly violating Executive Order 11246 in connection with the hiring of Black applicants in Fleet Service Clerk (Full Time) positions at American DFW. This Release also says that American DFW does not admit it violated any laws. By signing this Release, you confirm that you had sufficient time to look at all the settlement documents; to talk with others about the documents, including an attorney if you choose; and that no one pressured you into signing the documents. Finally, the Release says that if you do not sign and return the Interest form and this Release by a certain date, you will not receive any money or a potential job offer as part of the settlement.

In consideration of the payment of at least \$ [REDACTED] (less deductions required by law) and a potential job offer into a Fleet Service Clerk (Full Time) position at American DFW, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge American DFW, 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 hiring as a Fleet Service Clerk (Full Time) on the basis of my race at any time prior to the date of my signature on this Release.

II.

I understand that American DFW denies that it treated me unlawfully or unfairly in any way and that American DFW 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 a potential job offer described above to resolve without further legal proceedings all issues related to OFCCP's compliance review of American DFW initiated by OFCCP on June 3, 2016. I further agree that the monetary payment and potential job offer to me by American DFW is not to be construed as an admission of any liability by American DFW.

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.

Attachment C Timeline – Fleet Service Clerk (Full Time)

I understand that if I do not sign this Release and return it to

[Name and address]

so that it is received by [date here], then I will not be entitled to receive any monetary payment (less deductions required by law) or a potential job offer for a Fleet Service Clerk (Full Time) position from American DFW.

IN WITNESS WHEREOF, I have signed this document on this ____ day of _____, 20__.

Signature

Printed Name

Attachment C Timeline

Effective Date of Conciliation Agreement: **09/27/2019**

Action Required	Number of Days from Effective Date	Due Date
American Airlines Mails Notice Documents (First Mailing)	45	11/11/2019
American Airlines will revise and implement its hiring and training processes	45	11/11/2019
American Airlines Notifies OFCCP of Undeliverable Mailings	80	12/16/2019
OFCCP Provides Updated Contact Information to American Airlines	90	12/26/2019
American Airlines Mails Notice Documents (Second Mailing)	95	12/31/2019
Postmark Deadline for Affected Applicants to Reply to Second Notice	125	01/30/2020
American Airlines Provides List of its Determination of Eligible Applicants	140	02/14/2020
OFCCP Reviews and Approves Final List	155	02/29/2020
American Airlines Mails Back Pay Checks	215	04/29/2020
Distribution of Remaining Funds to Eligible Applicants	365	09/26/2020

Attachment C Timeline

DFW Progress Reports		Due Date	Covered Period		
			Beginning		End
Progress Report 1 Due:		01/31/2022	01/01/2021	through	12/31/2021
Progress Report 2 Due:		01/30/2023	01/01/2022	through	12/31/2022
Progress Report 3 Due:		01/30/2024	01/01/2023	through	12/31/2023

PHL Progress Reports		Due Date	Covered Period		
			Beginning		End
Progress Report 1 Due:		01/31/2022	01/01/2021	through	12/31/2021
Progress Report 2 Due:		01/30/2023	01/01/2022	through	12/31/2022
Progress Report 3 Due:		01/30/2024	01/01/2023	through	12/31/2023

Flight Attendant Progress Reports		Due Date	Covered Period		
			Beginning		End
Submit FAAP		3/15/2022	01/01/2021	through	12/31/2021
Progress Report 1		01/30/2023	01/01/2022	through	12/31/2022
Progress Report 2		01/30/2024	01/01/2023	through	12/31/2023
Submit FAAP		3/15/2024	01/01/2023	through	12/31/2023
Agreement Termination Date	1827	09/27/2024			