

CONCILIATION AGREEMENT
Between
THE U. S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
and
AUSTAL USA, LLC

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated the Austal USA, LLC (“Austal”) facility located at 1 Dunlap Drive, Mobile, Alabama, beginning on November 13, 2014. OFCCP found that Austal was not in compliance with Executive Order 11246, as amended (“E.O. 11246”) and certain provisions of its implementing regulations at 41 Code of Federal Regulations (C.F.R.) Chapter 60. In the interest of resolving the alleged violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and Austal enter into this contract (“Conciliation Agreement” or “Agreement”) and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Austal’s fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violations described in more detail in Part III below. However, OFCCP retains 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 Austal violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Austal’s compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Austal will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents it requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves Austal of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973 (as amended (“Section 503”), the Vietnam Era Veterans’ Readjustment Assistance Act of 1974 (“VEVRAA”) and their implementing regulations, or other applicable laws enforcing non-discrimination or equal employment opportunity through affirmative action.
4. Austal agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
5. The parties understand the terms of this Agreement and enter into it voluntarily.

6. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties.
7. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day that it is signed by the Regional Director of the Southeast Region (the "Effective Date").
9. This Agreement will expire sixty (60) days after Austal submits its final progress report required in Part IV, below, unless OFCCP notifies Austal in writing before the expiration date that Austal has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that Austal has met all of its obligations under the Agreement.
10. If Austal violates this Agreement:
 - a. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - i. If OFCCP believes that Austal violated any terms of the Agreement while it was in effect, OFCCP will send Austal a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Austal will have 15 calendar days from receipt of the notice to respond in writing, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - iii. If Austal is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement and OFCCP may seek a full, make-whole remedy for victims.
 - iv. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
 - b. Austal may be subject to the sanctions set forth in Section 209 of the Executive Order, 41

C.F.R. § 60-1.27 and/or other appropriate relief for violating this Agreement.

11. This Agreement does not constitute an admission by Austal of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Austal violated any laws.
12. 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.
13. Each party shall bear its own fees and expenses with respect to this matter.
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. VIOLATIONS AND REMEDIES

A. Violations

1. OFCCP found that the personnel activity data provided by Austal for the period July 1, 2013 through June 30, 2014 revealed that after eliminating candidates for objective reasons, from a remaining pool of [REDACTED] black applicants who applied for Fabrication Trade Assistant – Fitter (or “FTA-Fitter”) positions, Austal selected [REDACTED] black applicants [REDACTED] During the same period, from a remaining pool of [REDACTED] white applicants who applied for FTA – Fitter positions, Austal selected [REDACTED] white applicants [REDACTED] This disproportionate selection pattern is statistically significant at the level of [REDACTED] standard deviations with a shortfall of 8 black selections into the position.
2. During the period of July 1, 2013 through June 30, 2014, Austal failed to conduct adverse impact analyses in accordance with the requirements of 41 C.F.R. Part 60-3. Specifically, during the review period, Austal conducted adverse impact analyses for the overall selection process and identified statistically significant adverse impact but failed to evaluate the *individual* components of the selection process for adverse impact in accordance with the requirements of 41 C.F.R. § 60-3.15A and § 60-3.4.
3. During the period of July 1, 2013 through June 30, 2014, Austal failed to preserve all personnel and employment records for a period of not less than two years from the date of a) the making of the record or b) the personnel action involved, whichever occurred later. Specifically, Austal failed to preserve complete and accurate records of its application, selection and interview procedures to include all test materials and interview records pertaining to the FTA-Fitter positions, in violation of 41 C.F.R. § 60-1.12(a).

B. Financial Remedy

1. **Notice.** Pursuant to the dates agreed upon in Attachment C (“Timeline”), Austal will notify the Applicants listed in Attachment A (“Affected Applicants” List) of the terms of this Agreement by first-class mail and provide the Notice, Interest Form, the Release Form included in Attachment B (or “Notice” documents), and a postage paid return envelope. Affected Applicants must return the completed Interest and Release Forms to Austal by the deadline included in the Notice documents. Pursuant to the dates indicated in the Timeline, Austal will notify OFCCP of all letters returned as undeliverable, and OFCCP will then attempt to obtain and provide updated addresses to Austal. Austal will use these updated addresses to notify the individuals of their status as Affected Applicants, and provide them with a second mailing of the documents by certified mail described above (“Second Notice”).
2. **Eligibility.** All Affected Applicants who sign and return the Interest and Release Forms to Austal by the deadline set forth in the notice documents (“Eligible Applicants”) will be eligible for a payment. If an Affected Applicant receives but does not return the Release and Interest Forms to Austal by the prescribed deadline, the Affected Applicant will no longer be entitled to any relief pursuant to this Agreement.

By the date indicated in the Timeline, Austal will provide OFCCP with a list of the Eligible Applicants, OFCCP will approve the final list of Eligible Applicants, and OFCCP will include a final distribution amount for each Eligible Applicant and/or discuss with Austal any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals. OFCCP and the Austral agree that there shall be no further liability for back pay, interest, or any other relief under this Agreement to any Affected Applicants who cannot be located within the timeframes enumerated above.

3. **Monetary Settlement.** Austal agrees to distribute \$124,500 (\$ 107,000 in back pay and \$17,500 in interest), plus adjustments required by law on the portion representing back pay only (such as federal, state and/or local taxes and the Eligible Applicants’ share of FICA and FUTA taxes), to the applicants on the final Eligible Applicants list. In addition to back pay and interest, Austal will pay the employer’s contribution to statutory payroll obligations such as FICA, FUTA, and any other local programs. Austal shall send to each Eligible Applicant an IRS Form W-2 for that portion of the payment representing back pay and, if applicable, an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be provided to the Eligible Applicants either at the time of payment, electronically or with the settlement checks, or at the end of the year. No Eligible Applicant will be required to complete a W-4 or W-9 in order to receive payments under this settlement.

Austal will use the contact information provided on the Interest Form to contact Eligible Applicants about processing their payment. For any rejected payment, Austal will attempt to contact the Eligible Applicant to request updated payment processing information. If Austal is unable to obtain pay processing information by the payment deadline set forth in the Timeline, Austal will certify mail the full payment to the Eligible Applicant by the date

set forth in the Timeline.¹

C. Non-Monetary Remedy

1. **Job Opportunities.** As vacancies occur in the Trades Assistant (TA)² positions, Austal shall make bona fide job offers to Eligible Applicants who have expressed interest in employment, completed the Alabama Industrial Development Training (AIDT) program, and are not then employed by Austal in a lower paying position, until 8 are hired or the list of interested Eligible Applicants is exhausted, whichever comes first.

Until the list of interested Eligible Applicants is exhausted, these applicants will have priority over all other candidates for hire into Trades Assistant (TA) positions. As vacancies occur in these positions, Austal shall contact the Eligible Applicants with a written job offer in the order they submitted their Interest Forms, or, if the Interest Forms were received on the same day, in the order of their original application date.

The report-to-work date for Eligible Applicants hired pursuant to this Agreement shall be no later than fourteen (14) days after the date the written job offer is accepted. The Eligible Applicant must report to work on the day designated or provide Austal notice of good cause for their absence on or before that date. Good cause means the same reasons as set forth in Austal's attendance policy. If good cause is provided, the Eligible Applicant and Austal will agree mutually on a new start date. Otherwise, Austal may withdraw the job offer and shall be under no obligation to hire the Eligible Applicant under this Agreement, but remains obligated to hire Eligible Applicants until 8 Trades Assistant (TA) positions are filled or the list of Eligible Applicants is exhausted, whichever comes first.

Austal agrees to pay Eligible Applicants hired under this provision at least the current entry level wage for the Trades Assistant (TA) position, and provide all regular and on-the-job training.

2. **Revisions to Hiring Process.** Austal will provide OFCCP, in writing, its practices, policies and procedures it uses to select applicants for Trades Assistant (TA) positions. Specifically, Austal will:
 - i. provide a job description and describe the selection process for Trades Assistant (TA) positions. The job description will describe the essential functions; the minimum qualifications including required skills and certifications; and the criteria used in each step of the hiring process, including any application screens, interviews, tests, credit checks, review of criminal history, reference checks, or other selection procedure;
 - ii. develop specific, job-related qualification standards for Trades Assistant (TA) positions that reflect the duties, functions, and competencies of the position to minimize the potential for race 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.

¹ Austal will be responsible for any fees associated with processing the backpay and interest payment.

² The job opportunities are for similar Trades Assistant jobs, as the facility no longer has 'FTA-Fitter' positions.

3. **Self-Analysis.** Austal agrees to monitor selection rates at each step of its selection process for Trades Assistant (TA) positions. This includes documenting the number of persons hired by race, the number of applicants who applied by race, and the number of applicants by race and gender who participated in and passed each selection procedure utilized. Where it is determined that a selection procedure has an adverse impact, as defined in 41 C.F.R. § 60-3.4D, on the hiring of applicants of a particular race, Austal must demonstrate that the practice is job-related and consistent with business necessity, validate the procedure, or implement suitable alternatives, in accordance with the Uniform Guidelines on Employee Selection Procedures, 41 C.F.R. Part 60-3. Austal agrees to maintain and make available to OFCCP records concerning the impact and validity of the selection process for Trades Assistant (TA) positions.
4. **Training.**
 - (1) **Revised Selection Process**

Austal must train all individuals involved in any way in recruiting, selecting, or tracking applicants for Trades Assistant (TA) positions on its revised 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.
 - (2) **Equal Employment Opportunity Obligations**

Austal will meet with management and all individuals responsible for the selection process and review its equal employment obligations and nondiscrimination policies related to hiring. Specific attention will be directed to ensure no retaliation, intimidation, interference or any other conduct that violates 41 C.F.R. § 60-1.32 against Black applicants.
 - (3) **Training**

The training must ensure that managers who have completed the training understand and can implement the requirements to (1) follow nondiscriminatory hiring practices, (2) consistently and fairly implement the new or revised written practices, and (3) properly document the results of their decisions and retain appropriate records.
5. **Recordkeeping.** Pursuant to 41 C.F.R. § 60-1.12, Austal will ensure its managers properly document the results of hiring decisions made pursuant to the revised hiring policies and procedures, and properly maintain all records on the revised policies and procedures including any associated underlying data and information such as HRIS and payroll data, job applications, applicant and hire data, disposition codes, personnel records, and any other records or data used to generate the required reports.
6. Austal will meet its obligation to conduct adverse impact analyses in accordance with the requirements of 41 C.F.R. § 60-1.12(a) and Part 60-3.

PART IV: REPORTING ON CORRECTIVE ACTIONS REQUIRED IN CONCILIATION AGREEMENT

Austal will submit the reports described below via email to **Ex (7)(C), Ex (7)(E)** at **Ex (7)(C)** @dol.gov.

- A. Within 90 calendar days of this Agreement going into effect, Austal will submit a copy of its hiring procedures and practices and proof showing who took the training described in Part III.
- B. Austal will submit three (3) progress reports covering each six month period this Agreement is in effect. The first progress report will be due seven months after the Agreement goes into effect and must cover the six-month period beginning with the Agreement going into effect. Each subsequent report must cover the successive six-month period, and must be submitted within 60 calendar days after the close of that six-month period. Austal will submit the following in each progress report:
 - 1) Documentation of monetary payments to all Eligible Applicants as specified in Part III. The documentation must include the names of Eligible Applicants who were paid, and, for each Eligible Applicant, the number and the amount of the payment and the date the payment was sent to the Eligible Applicant. Austal will provide OFCCP with proof of payment upon request.
 - 2) Copies of all job postings used during the reporting period for Trades Assistant (TA) positions. OFCCP will review these documents to ensure they meet the criteria set forth in the Agreement.
 - 3) All applicant and hiring data for the Trades Assistant (TA) position covering the period of the progress report, including the total number of applicants and hires, race and/or ethnicity of all applicants and hires, documentation of the position(s) applied for, the reasons for any non-selection, and the rate of pay offered.
 - 4) Copies of the results of self-analysis performed and an explanation of actions taken as a result.
 - 5) A copy of any E.O. 11246 AAP narrative prepared during the reporting period. If Austal was not required to implement an AAP during the reporting period, it should note that in the report.
- C. Austal will retain all records and data pertinent to the violations resolved by this Agreement and/or used to prepare required reports until this Agreement expires or as long as required by OFCCP's regulations, whichever date occurs later.

TERMINATION DATE: This Agreement will expire pursuant to the terms described in Part II, Paragraph 9 of this Agreement.

INTEGRATION CLAUSE: This Agreement represents the full Agreement between Austal and OFCCP and this Agreement supersedes any other agreements, oral or written regarding the compliance evaluation commenced on November 13, 2014. In signing this Agreement, neither Austal nor OFCCP relies upon any promise, representation of fact or law, or other inducement that is not expressed in this Agreement. This Agreement may be modified only by written agreement of the Parties affected and may not be modified by any oral agreement.

ATTACHMENTS

- A. List of Affected Applicants
- B. Notice Documents (applicable for First and Second Notice Mailings)
 - B-1 Notice
 - B-2 Interest Form
 - B-3 Release
- C. Timeline

PART V: SIGNATURES

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Austal USA, LLC.

Ex (6), Ex (7)(C)

CRAIG PERCIAVALLE

President
Austal USA, LLC
Mobile, Alabama

DATE: 10/3/19

Ex (6), Ex (7)(C)

SAMUEL B. MAIDEN
Regional Director
OFCCP – Southeast Region

DATE: 10/4/19

Attachment A- List of Affected Applicants

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Attachment B-1

Notice

You may be eligible to get money and a job because of a legal settlement between Austal USA, LLC (Austal) 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 Austal that may benefit you. This settlement involves claims of discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and/or a job with Austal.

ARE YOU AFFECTED?

Blacks who applied, were not eliminated for job-related reasons, and were not hired for Fabrication Trade Assistant - Fitter positions at Austal's Mobile, Alabama facility between July 1, 2013 through June 30, 2014 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 Austal's hiring practices. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP alleges that Austal discriminated against Blacks in hiring for Fabrication Trade Assistant- Fitter positions during July 1, 2013 through June 30, 2014. Austal does not agree with those claims. Ultimately, OFCCP and Austal have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle violations issued by OFCCP.

As a result, Austal must pay money to black applicants who applied for a Fabrication Trade Assistant-Fitter position during the timeframe described above.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for Fabrication Trade Assistant- Fitter 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 \$1,596.15** (before taxes). This payment represents your share of back wages and other payments Austal is making to settle the case. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.
- (2) **You may be eligible for a job offer.** Austal will be making job offers for Trades Assistant positions to some of the individuals receiving this notification. It is not guaranteed that you will receive a job offer. If you are interested in a job with Austal, please express your interest on the enclosed Interest Form.

To get these benefits, you will need to release (agree to give up) certain legal claims, and sign the enclosed Interest and Release forms.

WHAT IS YOUR NEXT STEP?

You should read this Notice, the Interest and Release forms, and any other information you received

from the U.S. Department of Labor.

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

To be eligible for a payment and job, you must complete, sign, and return **both** of the following enclosed forms, (1) the Information Verification & Interest Form (“Interest Form”) and (2) the Release of Claims under Executive Order 11246 (“Release”). Send your completed and signed forms to:

Roffman Horvitz, PLC
Austal USA LLC Claims Administrator
8260 Greensboro Drive, Suite 550
McLean, Virginia 22102
703.752.3777

Deadline for returning the forms:

The forms must be postmarked by *[Insert Specific Date]*.

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

If you fail to return both of the required forms by the deadline above, 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 **[Redacted]** **Ex (7)(C), Ex (7)(E)** Compliance Officer, at **Ex (7)(C)** [@dol.gov](mailto:[Redacted]@dol.gov). You can also visit the U.S. Department of Labor Web site about this case at www.dol.gov/ofccp/cml.

Attachment B-2

Interest Form

**INFORMATION VERIFICATION & INTEREST FORM
("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) FROM THE SETTLEMENT**

You may be eligible for a money payment from the settlement.

To receive this benefit, you must complete and return this Interest Form and the enclosed Release form.

Deadline for returning the forms:

**The forms must be sent to:
Roffman Horvitz, PLC
Austal USA LLC Claims Administrator
8260 Greensboro Drive, Suite 550
McLean, Virginia 22102
703.752.3777**

The forms must be postmarked by *[Insert Specific Date]*.

If you do not submit a properly completed Interest Form and Release by the deadline above, then your claim will not be on time and you will not receive any money from this settlement.

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

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

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

Step 1: Please confirm your contact information to process your payment (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 outside envelope is correct.

The address on the outside envelope is not correct. My correct address is:
Address: _____

Please provide your social security number _____

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

Notify us at the address below if your address changes, or contact us if you have any questions about this Interest form, the notice, or the settlement.

**Roffman Horvitz, PLC
Austal USA LLC Claims Administrator
8260 Greensboro Drive, Suite 550
McLean, Virginia 22102
703.752.3777**

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

Yes, I am still interested in a Trades Assistant position with Austal at the Mobile, Alabama facility.

No, I am not currently interested in a Trades Assistant position with Austal.

I am currently employed by Austal.

Step 3: Sign and return along with the Release Form

I certify the above as true and correct.

Signature

Date

**Attachment B-3
Release Form**

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 Austal USA, LLC ("Contractor") paying you money, you agree that you will not file any lawsuit against Austal for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for Fabrication Trade Assistant – Fitter positions. It also says that Austal 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 payment of \$ **\$1,596.15** (less deductions required by law) by Austal to me, which I agree is acceptable, I (print name) _____ agree to the following:

I.

I hereby waive, release and forever discharge Austal, 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 Fabrication Trade Assistant – Fitter position on the basis of my race at any time through the effective date of this Release.

II.

I understand that Austal does not agree that it treated me unlawfully or unfairly in any way and that Austal entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on November 13, 2014. I further agree that the payment of the aforesaid sum by Austal to me is not to be construed as an admission of any liability by Austal.

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 freewill to sign this Release.

IV.

I understand that if I do not sign this Release and return it to the contact listed on the notice by the deadline set forth in the enclosed notice, I will not be entitled to receive any payment (less deductions required by law) from Austal.

IN WITNESS WHEREOF, I have signed this document on this ___ day of _____, 20___ I have signed this document of my own free will.

Signature

Attachment C

Timeline

ACTIVITY	DATE
Contractor Mails First Notice Documents	November 1, 2019
Postmark Deadline for Affected Applicants to Reply to First Notice	December 16, 2019
Contractor Notifies OFCCP of Undeliverable Mailings	December 20, 2019
OFCCP Provides Updated Contact Information to Contractor	January 10, 2020
Contractor Mails Second Notice Documents	January 24, 2020
Postmark Deadline for Affected Applicants to Reply to Second Notice	March 9, 2020
Contractor Provides List of its Determination of Eligible Applicants	March 16, 2020
OFCCP Reviews and Approves Final List and Distribution Amounts	March 30, 2020
Contractor Makes Payment to Eligible Applicants who Provided Payment Processing Information	April 10, 2020
Contractor Recontacts Eligible Applicants who had Rejected Payments	As they are denied
Contractor Mails Payment to Eligible Applicants without Processed Payments	June 8, 2020