

## CONCILIATION AGREEMENT

BETWEEN

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

AND

PCC AIRFOILS, LLC

### **PART I. PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated PCC Airfoils, LLC ("PCC Airfoils") establishment located at 1400 Pope Drive, Douglas, Georgia. OFCCP is alleging that PCC Airfoils was not in compliance with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA).

In the interest of resolving the alleged violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and PCC Airfoils enter into this Conciliation Agreement ("Agreement") and the parties agree to all the terms therein. The attachments to this Agreement are deemed incorporated into this Agreement.

### **PART II. GENERAL TERMS AND CONDITIONS**

1. In exchange for PCC Airfoils' fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246 and/or VEVRAA based on the violations alleged in Part III. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if PCC Airfoils violates any provision of this Agreement, as set forth in paragraph I, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review PCC Airfoils' compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. PCC Airfoils 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 PCC Airfoils of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring non-discrimination or equal employment opportunity through affirmative action.
4. PCC Airfoils shall 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. This Agreement becomes effective on the day it is signed by the Regional Director of the Southeast ("Effective Date").
8. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement will expire sixty (60) days after PCC Airfoils submits its final progress report required in Part VIII, below, unless OFCCP notifies PCC Airfoils in writing before the expiration date that PCC Airfoils 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 PCC Airfoils has met all of its obligations under the Agreement.
10. If PCC Airfoils violates this Agreement:
  - a. 41 C.F.R. § 60-1.34 and/or 41 C.F.R. 60-741.63 (2014) will govern:
    - i. OFCCP will send PCC Airfoils a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. The PCC Airfoils shall have 15 days from receipt of the notice to respond, 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 PCC Airfoils is unable to demonstrate that it has not violated the Agreement, or if OFCCP's alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
    - 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. PCC Airfoils may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, 41 C.F.R. § 60-741.66 (2014), and/or other appropriate relief for violating this Agreement.
11. PCC Airfoils neither admits nor denies any violation of the Executive Order or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
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, constitutes 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, and in the Timeline included as Attachment C, 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. ALLEGED VIOLATIONS**

1. During the period April 1, 2017 through March 31, 2018, OFCCP alleges that PCC Airfoils discriminated against women when hiring for its Operative positions, in violation of 41 CFR 60-1.4(a)(1). Specifically, OFCCP found a shortfall of 18 female hires in Operative positions, in violation of 41 CFR 60-1.4(a)(1).<sup>1</sup>
2. During the period April 1, 2017 through March 31, 2018, PCC Airfoils was in non-compliance with preservation of personnel and employment records for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later, in violation of 41 CFR § 60-1.12(a). Specifically, PCC Airfoils failed to preserve some of its interview notes from hiring managers.
3. During the period April 1, 2017 through March 31, 2018, PCC Airfoils failed to invite applicants to inform it whether the applicant believes that he or she is a veteran protected by VEVRAA, in violation of 41 CFR § 60-300.42.
4. During the period April 1, 2017 through March 31, 2018, PCC Airfoils failed to invite its applicants for employment to voluntarily self-identify as an individual with a disability, in violation of 41 CFR § 60-741.42.

### **PART IV. FINANCIAL REMEDY**

1. **Total Amount of Financial Remedy.** PCC Airfoils will distribute \$63,312.32 in back pay plus \$4,546.54 in interest for a total of \$67,858.86, less deductions required by law on the portion representing back pay only (such as federal, state and/or local taxes and the and the employer's and Eligible Class Members' share of FICA and FUTA taxes) in equal shares among all Eligible Class Members on the Final Class Members List.
2. **Affected Applicants/Employees Eligible to Receive Payments.** The financial remedy will be distributed to all Affected Applicants who timely respond to the Notice Process as explained below in Part VII, and whose eligibility is verified (hereinafter "Eligible Recipient"). These individuals will be listed on the Final List of Eligible Recipient ("Final List"). The process of determining the Final List is explained below under Notice Process.

---

<sup>1</sup> PCC has since hired 18 of the affected women.

3. **Payments to Eligible Applicants.** Each Eligible Recipient will be eligible for a pro-rata share of the financial remedy. PCC Airfoils will issue checks or make electronic payments to each Eligible Applicant, along with appropriate tax reporting forms (such as W-2 and IRS Form 1099) by the date set forth on the Timeline. OFCCP will receive timely documentation of all payments made and any payments returned undelivered or any checks not cashed, as set forth on the Timeline. Any check that remains uncashed 180 days after the initial date the check was mailed to the Eligible Applicant/Employee will be void. With respect to any uncashed funds, PCC Airfoils will make a second distribution to all Eligible Recipient who cashed their first check if the second distribution is at least \$20 to each Eligible Recipient. If the second distribution would be less than \$20 to each Eligible Recipient, the remainder will be used for additional EEO training.
4. **Tax Payments, Forms and Reporting.** PCC Airfoils will pay the PCC Airfoils' share of social security withholdings, and any other tax payments required by law from additional funds separate from the financial remedy. PCC Airfoils or its agent shall mail to each Eligible Applicant an IRS Form W-2 for that portion of the payment representing back pay and 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.

#### **PART V. NON-FINANCIAL RELIEF**

1. **Revisions to Hiring Process.** PCC Airfoils will revise, in writing, the practices, policies and procedures it uses to select applicants for Operative positions. Specifically, PCC Airfoils will:
  - a. create a job description and selection process for Operatives which describes the essential functions for each individual job; the minimum qualifications including required skills and certifications; and the minimum criteria used in each step of the hiring process, including any application screens, interviews, tests, credit checks, review of criminal history, reference checks, testing, or other selection procedure;
  - b. ensure all policies and qualification standards are uniformly applied to all applicants; and
  - c. list clearly on its recruiting materials and job postings the minimum qualifications, including required skills and certifications
2. **Self-Analysis.** PCC Airfoils agrees to monitor selection rates at each step of its selection process for positions within the Operatives category. This includes documenting the number of persons hired by sex, the number of applicants who applied by sex, and the number of applicants by sex who participated in and passed each selection procedure utilized. Where it is determined that a selection assessment has an adverse impact, as defined in 41 C.F.R. 3.4D, on the hiring of applicants of a particular sex, PCC Airfoils must consider suitable alternatives, in accordance with the Uniform Guidelines on Employee Selection Procedures, 41 C.F.R. Part 60-3. PCC Airfoils agrees to maintain and

make available to OFCCP records concerning the impact and validity of the selection process.

3. **Training.**

- a. **Revised Selection Process:** PCC Airfoils shall train all individuals involved in any way in recruiting, selecting, or tracking applicants for Operatives 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.
  - b. **Equal Employment Opportunity Obligations:** PCC Airfoils 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 female applicants.
4. **Recordkeeping.** Pursuant to 41 C.F.R. § 60-1.12, PCC Airfoils 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, and personnel records, and any other records or data used to generate the required reports.
5. **Staffing Firms.** For each staffing firm that provides Operative workers to PCC Airfoils, PCC Airfoils shall: (a) ensure that the E.O. 11246 equal opportunity clause is incorporated by reference in its contract with such staffing firm; and (b) contact such staffing firm at least annually to notify the staffing firm that PCC Airfoils is an equal employment opportunity and affirmative action employer and expects the staffing firm to ensure that it selects workers to be assigned to PCC Airfoils without unlawful consideration of race, color, national origin, sex, sexual orientation, gender identity, disability, or veteran status.
6. PCC Airfoils shall comply with the requirement to have a recordkeeping system that preserves personnel and employment records for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later, in accordance with 41 CFR § 60-1.12(a). Specifically, PCC Airfoils will ensure preservation of interview notes from all hiring managers.
7. PCC Airfoils shall invite applicants to inform it whether the applicant believes that he or she is a veteran protected by VEVRAA, as required by 41 CFR § 60-300.42. Specifically, PCC Airfoils will invite applicants for employment, prior to an offer of employment, to

voluntarily identify as a protected veteran. Additionally, PCC Airfoils will invite applicants for employment, after an offer of employment but before applicants begin their job duties, to voluntarily inform it whether the applicant believes that he or she is a protected veteran. All invitations to self-identify as a protected veteran must comply with the requirements of 41 CFR § 60-300.42(c). PCC Airfoils shall keep all self-identification information confidential and maintain it in a separate data analysis file, rather than in its personnel or medical files, in accordance with 41 CFR § 60-300.42(e).

8. PCC Airfoils shall invite both its applicants for employment, and its employees, to voluntarily self-identify as an individual with a disability using the OMB-approved form for this purpose (available on the OFCCP website), in accordance with 41 CFR § 60-741.42. Specifically, PCC Airfoils will invite each of its applicants for employment, prior to an offer of employment, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability, as that term is defined in 41 CFR § 60-741.2(g)(1)(i) or (ii). PCC Airfoils will also invite each of its applicants for employment, after an offer of employment has been made and before the applicant begins work, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability. In addition, during the first year it is subject to this requirement, PCC Airfoils will invite each of its employees to voluntarily self-identify as an individual with a disability. PCC Airfoils shall keep all self-identification information confidential and maintain it in a separate data analysis file, rather than in its personnel or medical files, in accordance with 41 CFR § 60-741.42(e).

## **PART VI. NOTICE PROCESS**

### **1. Methods and Standards for Providing Notice**

- A. **OFCCP and PCC Airfoils Obligations Under the Notice Process.** The Notice Process set forth in this agreement is intended to provide Affected Applicants a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. This process includes providing notice in multiple relevant languages to the affected workers and through multiple channels, if appropriate, and providing technical assistance to Affected Applicants seeking information about their rights and obligations under this Agreement. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, PCC Airfoils and OFCCP will regularly meet and confer in person, by phone and/or by email on the Notice process to determine how best to carry out the Notice provisions of this Agreement, and to decide whether any activity, deadline or document should be modified. OFCCP and PCC Airfoils agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
- B. **Notice Documents.** PCC Airfoils will distribute Notice Documents to Affected Applicants consistent with the sample Notice Documents contained in Attachment B. The Notice Documents will include a Notice, Release, and Interest Form. The Notice Documents may also include other materials such as standard OFCCP or U.S. Department of Labor materials, instructions or a cover sheet, job applications, or other information that better enables Affected Applicants to understand their rights and

obligations and act on them in a timely manner. The Notice Documents will make clear the information about the settlement is being provided by or on behalf of the U.S. Department of Labor. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, the parties will meet and confer on any reasonable modifications of the sample Notice Documents or additions to the materials distributed by PCC Airfoils, if proposed by either party.

- C. **Timeline.** Attachment C sets forth the agreed Timeline for Notice and for the parties' other obligations under this Agreement. The parties will meet and confer on any reasonable modifications to the Timeline proposed by either party.
- D. **Search for Affected Applicants.** OFCCP shall provide PCC Airfoils with complete contact information in its possession or its authority to obtain on the Affected Applicants by the date set forth in the Timeline.
- E. **Distribution of Mail Notice to Affected Applicants.** PCC Airfoils will provide initial notice by regular first-class mail. PCC Airfoils will send copies of all of the Notice Documents as defined above, by first class mail to the best available mailing address for each Affected Applicant, by the date set forth in the Timeline. If envelopes from the initial mail notice are returned with forwarding addresses, PCC Airfoils will re-mail the Notice Documents within five (5) business days.

Based on the response to the initial mail notice, the parties will meet and confer by the date set forth in the Timeline to assess the results of the initial mail notice and to ensure that the second round of mail notice maximizes the potential response rate. A second mail notice will be sent to Affected Applicants with valid addresses where the first notice is returned as undeliverable unless the parties agree otherwise.

- F. **Distribution of Notice by Other Means.** OFCCP may also conduct independent efforts to communicate with Affected Applicants about this Agreement through official U.S. Department of Labor channels and in partnership with community-based organizations.
- G. **Notice Deadline.** The final deadline for any Affected Applicant to respond to the notice is set forth in the Timeline. The parties will prominently display this deadline on all materials they distribute in paper or online form regarding this Agreement, and explain that failure to respond by this deadline will result in a forfeiture of any relief provided by this Agreement.
- H. **Technical Assistance.** The parties will timely respond to any inquiries from Affected Applicants using information consistent with this Agreement and the Notice Documents and will document all inquiries and the result. OFCCP will provide contact information for individuals to contact OFCCP regarding this Agreement. The parties will prominently display this contact information on all materials they distribute in paper or online form regarding this Agreement. The PCC Airfoils will provide OFCCP contact information to any Affected Applicant with questions or concerns.

- I. **Exchange of Information Regarding Affected Applicants.** The PCC Airfoils and OFCCP will timely exchange information regarding Affected Applicants, including updated contact information and the results of any technical assistance provided.
- J. **Final List of Eligible Applicants.** The Final List will include all Affected Applicants who timely respond to the Notice by the deadline set forth in the Timeline and whose eligibility is verified by OFCCP. The parties will establish the Final List by the date set forth in the Timeline. The parties will meet and confer on any outstanding issues or questions regarding the Final List. Either party may identify potentially eligible Applicants who may have been erroneously excluded from the original or any subsequent list. OFCCP shall make the final determinations of eligibility but will make every effort to negotiate in good faith to resolve any dispute about the Final List. The PCC Airfoils will provide to OFCCP any information necessary to determine the Final List.
- K. **Documentation of Payments.** By the deadline set forth in the Timeline, the PCC Airfoils will provide OFCCP with documentation record of all payments to Eligible Applicants, including the amounts paid, the date payment was sent, the date payment was received or the check cashed, and any uncashed or returned checks. In the event of a second distribution, the PCC Airfoils will provide a similar documentation on the second distribution.
- L. **PCC Airfoils' Expenses.** PCC Airfoils will pay all expenses associated with carrying out its duties pursuant to this Section, from funds separate and apart from the amount designated in this Agreement for the Settlement.

## **PART VII. MONITORING**

PCC Airfoils must submit the documents and reports described below to District Director Miguel A. Rivera, Jr. at **Ex (6), Ex (7)(C)**@dol.gov:

- 1. Within 90 days of this Agreement going into effect, PCC Airfoils will submit a copy of its hiring procedures and practices and proof showing who took the training described in Part V.
- 2. PCC Airfoils will submit (2) progress reports covering each 12-month period for which this Agreement is in effect. The first progress report is due 13 months after the Agreement goes into effect and must cover the 12-month period beginning on the Effective Date of the Agreement. The second report must cover the successive 12-month period, and must be submitted within 60 days after the close of that 12-month period. PCC Airfoils will submit the following in each progress report unless otherwise specified:
  - a. Documentation of monetary payments to all Eligible Applicants as specified in Part V. 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. PCC Airfoils will provide OFCCP with proof of payment upon request.

- b. Copies of all job postings used during the reporting period for the positions in the Operatives category. OFCCP will review these documents to ensure they meet the criteria set forth in the Agreement.
  - c. All applicant and hiring data for the positions that are Operatives covering the 12 month period of the progress report, including the total number of applicants and hires, sex of all applicants and hires, documentation of the position(s) applied for, the reasons for any non-selection, and the rate of pay offered.
  - d. Copies of the results of self-analysis performed and an explanation of actions taken as a result, as described in Part V.
  - e. Documentation that PCC Airfoils met its obligations with respect to staffing firms, as described in Part V.
  - f. A copy of any E.O. 11246 AAP, Section 503, and VEVRAA narrative prepared during the reporting period.<sup>2</sup> If PCC Airfoils was not required to implement an AAP during the reporting period, it should note that in the report
3. PCC Airfoils 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 terminate pursuant to the terms in Part II, Paragraph 9.

**INTEGRATION CLAUSE:** This Agreement represents the full Agreement between PCC Airfoils and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither PCC Airfoils 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. Class Member List
- B. Notice Documents
  - a. Notice
  - b. Interest Form
  - c. Release
- C. Timeline

---

<sup>2</sup> This excludes submission of data of any type, including by way of example, the profile/analysis, job groups, incumbency, availability, goals, personnel activity, data tables, etc.

**PART VIII. SIGNATURES**

The person signing this Conciliation Agreement on behalf of PCC Airfoils, LLC personally warrants that: (1) he/she is fully authorized to do so; (2) that PCC Airfoils, LLC has entered into this Conciliation Agreement voluntarily and with full knowledge of its effect; (3) and that execution of this Agreement is fully binding on PCC Airfoils, LLC. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and PCC Airfoils LLC.

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

*Daniel Staples*  
General Manager  
PCC Airfoils, LLC  
Douglas, Georgia 31535-5922

DATE: 7/24/2020

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

*Samuel B. Maiden*  
Regional Director- Southeast  
Office of Federal Contract Compliance  
Programs

DATE: 7/27/2020

Attachment A: Class Member List

1.	Ex (6), Ex (7)(C)	42.	Ex (6), Ex (7)(C)	83.	Ex (6), Ex (7)(C)
2.		43.		84.	
3.		44.		85.	
4.		45.		86.	
5.		46.		87.	
6.		47.		88.	
7.		48.		89.	
8.		49.		90.	
9.		50.		91.	
10.		51.		92.	
11.		52.		93.	
12.		53.		94.	
13.		54.		95.	
14.		55.		96.	
15.		56.		97.	
16.		57.		98.	
17.		58.		99.	
18.		59.		100.	
19.		60.		101.	
20.		61.		102.	
21.		62.		103.	
22.		63.		104.	
23.		64.		105.	
24.		65.		106.	
25.		66.		107.	
26.		67.		108.	
27.		68.		109.	
28.		69.		110.	
29.		70.		111.	
30.		71.		112.	
31.		72.		113.	
32.		73.		114.	
33.		74.		115.	
34.		75.		116.	
35.		76.		117.	
36.		77.		118.	
37.		78.		119.	
38.		79.		120.	
39.		80.		121.	
40.		81.		122.	
41.		82.		123.	

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

124.  
125.  
126.  
127.  
128.  
129.  
130.  
131.  
132.  
133.  
134.  
135.  
136.  
137.  
138.  
139.  
140.  
141.  
142.  
143.  
144.  
145.  
146.  
147.  
148.  
149.  
150.  
151.  
152.  
153.  
154.  
155.  
156.  
157.  
158.  
159.  
160.  
161.  
162.  
163.  
164.  
165.  
166.

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

167.  
168.  
169.  
170.  
171.  
172.  
173.  
174.  
175.  
176.  
177.  
178.  
179.  
180.  
181.  
182.  
183.  
184.  
185.  
186.  
187.  
188.  
189.  
190.  
191.  
192.  
193.  
194.  
195.  
196.  
197.  
198.  
199.  
200.  
201.  
202.  
203.  
204.  
205.  
206.  
207.  
208.  
209.

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

210.  
211.  
212.  
213.  
214.  
215.  
216.  
217.  
218.  
219.  
220.  
221.  
222.  
223.  
224.  
225.  
226.  
227.  
228.  
229.  
230.  
231.  
232.  
233.  
234.  
235.  
236.  
237.  
238.  
239.  
240.  
241.  
242.  
243.  
244.  
245.  
246.  
247.  
248.  
249.  
250.  
251.  
252.

253	Ex (6), Ex (7)(C)	296	Ex (6), Ex (7)(C)	339	Ex (6), Ex (7)(C)
254		297		340	
255		298		341	
256		299		342	
257		300		343	
258		301		344	
259		302		345	
260		303		346	
261		304		347	
262		305		348	
263		306		349	
264		307		350	
265		308		351	
266		309		352	
267		310		353	
268		311		354	
269		312		355	
270		313		356	
271		314		357	
272		315		358	
273		316		359	
274		317		360	
275		318		361	
276		319		362	
277		320		363	
278		321		364	
279		322		365	
280		323		366	
281		324		367	
282		325		368	
283		326		369	
284		327		370	
285		328		371	
286		329		372	
287		330		373	
288		331		374	
289		332		375	
290		333		376	
291		334		377	
292		335		378	
293		336		379	
294		337		380	
295		338		381	

Ex (6), Ex (7)(C)	Ex (6), Ex (7)(C)	Ex (6), Ex (7)(C)
382	425.	468.
383	426.	469.
384	427.	470.
385	428.	471.
386	429.	472.
387	430.	473.
388	431.	474.
389	432.	475.
390	433.	476.
391	434.	477.
392	435.	478.
393	436.	479.
394	437.	480.
395	438.	481.
396	439.	482.
397	440.	483.
398	441.	484.
399	442.	485.
400.	443.	486.
401.	444.	487.
402.	445.	488.
403.	446.	489.
404.	447.	490.
405.	448.	491.
406.	449.	492.
407.	450.	493.
408.	451.	494.
409.	452.	495.
410.	453.	496.
411.	454.	497.
412.	455.	498.
413.	456.	499.
414.	457.	500.
415.	458.	501.
416.	459.	502.
417.	460.	503.
418.	461.	504.
419.	462.	505.
420.	463.	506.
421.	464.	507.
422.	465.	508.
423.	466.	509.
424.	467.	510.

511 Ex (6), Ex (7)(C)	554 Ex (6), Ex (7)(C)	597 Ex (6), Ex (7)(C)
512	555	598
513	556	599
514	557	600
515	558	601
516	559	602
517	560	603
518	561	604
519	562	605
520	563	606
521	564	607
522	565	608
523	566	609
524	567	610
525	568	611
526	569	612
527	570	613
528	571	614
529	572	615
530	573	616
531	574	617
532	575	618
533	576	619
534	577	620
535	578	621
536	579	622
537	580	623
538	581	624
539	582	625
540	583	626
541	584	627
542	585	628
543	586	629
544	587	630
545	588	631
546	589	632
547	590	633
548	591	634
549	592	635
550	593	636
551	594	637
552	595	638
553	596	639

Ex (6), Ex (7)(C)	Ex (6), Ex (7)(C)	Ex (6), Ex (7)(C)
640	683	726
641	684	727
642	685	728
643	686	729
644	687	730
645	688	731
646	689	732
647	690	733
648	691	734
649	692	735
650	693	736
651	694	737
652	695	738
653	696	739
654	697	740
655	698	741
656	699	742
657	700	743
658	701	744
659	702	745
660	703	746
661	704	747
662	705	748
663	706	749
664	707	750
665	708	751
666	709	752
667	710	753
668	711	754
669	712	755
670	713	756
671	714	757
672	715	758
673	716	759
674	717	760
675	718	761
676	719	762
677	720	763
678	721	764
679	722	765
680	723	766
681	724	767
682	725	768

769 Ex (6), Ex (7)(C)  
770  
771  
772  
773  
774  
775  
776  
777  
778  
779  
780  
781  
782  
783  
784

**WHAT IS YOUR NEXT STEP?**

You should read this Notice and the enclosed Interest Form.

Please do not ignore this form or throw it away. Otherwise, you could miss an opportunity to receive money.

To be eligible for a payment , you must complete, sign, and return the following enclosed the Interest Form to:

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

**DEADLINE:** [INSERT specific date for First or Second Notice deadline]

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

**If you fail to return the required form by the deadline above, or if your form do not verify your eligibility, you will not be eligible to receive any money, or any other benefits that are available to you by the settlement.**

**HOW CAN YOU GET MORE INFORMATION?**

If you have any questions, you may contact Compliance Officer **Ex (6), Ex (7)(E)** at (904) 366-**Ex (6), Ex (7)(E)** or via e-mail at **Ex (6), Ex (7)(C)**@dol.gov. You can also visit the U.S. Department of Labor website about this case at [www.dol.gov/ofccp/cml](http://www.dol.gov/ofccp/cml).

## Attachment B-1 Notice

**You may be eligible to get money because of a legal settlement between PCC Airfoils, LLC 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 PCC Airfoils, LLC ("PCC Airfoils") 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. While PCC Airfoils does not admit to or agree with OFCCP's findings, it has entered into a settlement in the interest of resolving the alleged findings without engaging in further legal proceedings.*

*If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages.*

### **ARE YOU AFFECTED?**

Women applicants who applied and were not hired for Operative positions at PCC Airfoils' Douglas, Georgia location between April 1, 2017 and March 31, 2018 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 PCC Airfoils' hiring practices during the period of April 1, 2017 and March 31, 2018. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity through affirmative action requirements that apply to federal contractors. OFCCP alleges that PCC Airfoils discriminated against women in hiring for Operative positions. PCC Airfoils denies those claims. Ultimately, OFCCP and PCC Airfoils 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 PCC Airfoils and OFCCP. As a result, affected applicants may be eligible for back pay.

### **WHAT DOES THIS MEAN FOR YOU?**

Because you applied for an Operative 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 adjustments for taxes and payroll contributions). This amount represents your share of back wages and other payments PCC Airfoils is making to settle the lawsuit. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.

To get these benefits, you will need to sign the enclosed Interest Form.

Step 1: Please confirm, or 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

Name  
Address  
Phone  
Email/Web site link

Step 2: Please sign, date, and return.

I certify the above as true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Attachment B-2

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

DEADLINE: [INSERT specific date for First or Second Notice deadline]

You may be eligible for a money payment from the settlement. To receive benefits you must complete and return this Interest Form. It must be returned by the deadline listed above to:

*[Name and Address and Email]*

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

Enclosed is a pre-addressed envelope you can use or you may email the forms to the email listed above.

\*\*\*

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

**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.

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 the contact listed on the enclosed Notice to Affected Class Members, by the deadline listed on the Notice, I will not be entitled to receive any payment (less deductions required by law) from PCC Airfoils.

IN WITNESS WHEREOF, I have signed this document on this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

**Attachment B-3 (Release)**

**RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246, AS AMENDED**

*PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY FROM THE SETTLEMENT.*

This Release of Claims (Release) under Executive Order 11246, as amended, is a legal document. The document states that in return for PCC Airfoils LLC ("PCC Airfoils") paying you money, you agree that you will not file any lawsuit against PCC Airfoils for allegedly violating Executive Order 11246, as amended, in connection with its selection procedures for applicants for Operative positions. It also says that PCC Airfoils 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 by PCC Airfoils to me, which I agree is acceptable, I agree to the following:

**I.**

I hereby waive, release and forever discharge PCC Airfoils, 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 to my non-selection as an Operative on the basis of my sex at any time prior to the date of my signature on this Release. By signing this agreement, I agree that I have been made whole for any claim that could have been brought under Executive Order 11246, as amended, relating to my non-selection with PCC Airfoils through the Effective Date of this Release.

**II.**

I understand that PCC Airfoils denies that it treated me unlawfully or unfairly in any way and that PCC Airfoils 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 July 18, 2018. I further agree that the payment of the aforesaid sum by PCC Airfoils to me is not to be construed as an admission of any liability by PCC Airfoils.

**III.**

**Attachment C- Timeline**

<b>Activity</b>	<b>Responsible Party</b>	<b>Deadline(s)</b>
<b>Initial Notices Mailed to Affected Class Members</b>	PCC Airfoils	60 days from effective date
<b>Non-Response Class Member Listing sent to OFCCP</b>	PCC Airfoils	105 days from effective date
<b>Search for Unfound Class Members</b>	OFCCP	135 days from effective date
<b>Re-mail Returned Initial Notices to any Forwarding Addresses Received</b>	PCC Airfoils	165 days from effective date
<b>Notice Response Deadline for Class Members</b>	-	30 days from second mailing date
<b>Eligible Class Member List Provided to OFCCP</b>	PCC Airfoils	220 days from effective date
<b>Eligible Class Member List Approved by OFCCP</b>	OFCCP	230 days from effective date
<b>Disbursement of Monetary Settlement to Class Members</b>	PCC Airfoils	275 days from effective date
<b>Notification of Undeliverable Checks to OFCCP</b>	PCC Airfoils	305 days from effective date
<b>Second Disbursement of Monetary Settlement for Any Returned/Uncashed Checks</b>	PCC Airfoils	Parties will confer within 190 days after initial disbursement to determine whether a second distribution is required