

CONCILIATION AGREEMENT

Between

THE U.S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

And

MOUSER ELECTRONICS INC.

1000 North Main Street
Mansfield, Texas 76063

Part I: PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated Mouser Electronics Inc.'s ("Mouser") facility located at 1000 North Main Street, Mansfield TX beginning on August 26, 2014. OFCCP shared its preliminary findings with Mouser through a Pre-Determination Notice ("PDN") issued on November 7, 2019. The PDN alleges that Mouser failed to comply with Executive Order 11246 as amended ("E.O. 11246" or "the Executive Order") and its implementing regulations at 41 Code of Federal Regulations (CFR) Chapter 60.

In the interest of resolving these preliminary findings without engaging in further investigation and in exchange for sufficient and valuable consideration described in this document, OFCCP and Mouser ("the parties") enter into this conciliation agreement ("Conciliation Agreement" or "Agreement") and agree to all the terms herein. The attachments to this Agreement are incorporated herein.

Part II: GENERAL TERMS AND CONDITIONS

1. In exchange for Mouser's fulfillment of all of 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. 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 Mouser violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Mouser agrees that OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents as may be relevant to the matter under investigation and pertinent to Mouser's compliance. With reasonable notice, Mouser

will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all relevant reports and documents required.

3. This Agreement does not constitute an admission by Mouser of any violation of or noncompliance with any laws or of any other wrongdoing whatsoever, including but not limited to any violation of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended (Section 503), and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (VEVRAA), and their implementing regulations at 41 CFR Chapter 60, or other laws, nor has there been an adjudicated finding that Mouser violated any laws.
4. Mouser understands that nothing in this Agreement relieves Mouser of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment laws.
5. Mouser promises 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 E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 CFR § 60-1.32(a).
6. The parties 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 the Regional Director of the Southwest and Rocky Mountain Region (the "Effective Date").
10. This Agreement will expire sixty (60) days after Mouser submits the final progress report required in Part IV below, unless OFCCP notifies Mouser in writing prior to the expiration date that Mouser has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date OFCCP determines Mouser has 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 Mouser violates the Conciliation Agreement,
 - A. The procedures set forth at 41 CFR § 60-1.34 will govern:

- 1) If OFCCP believes that Mouser violated any term of the Agreement while it was in effect, OFCCP will send Mouser a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) Mouser will have 15 days from receipt of such notice to demonstrate in writing that it 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 Mouser 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 requirements and seek a full make-whole remedy for victims.
 - 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. Mouser 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 Mouser is 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. PRELIMINARY FINDINGS AND REMEDIES

1. PRELIMINARY FINDINGS: OFCCP made a preliminary finding that Mouser is not in compliance with 41 CFR § 60-1.4(a)(1). OFCCP's statistical analysis of Mouser's hiring process and selection procedures for Stock Control Associate ("SCA") positions

revealed a disparity against African American, Caucasian, Hispanic and male applicants when compared to Asian Pacific Islander and female applicants, during the period September 1, 2012 through August 31, 2014. This resulted in a statistically significant hiring disparity against African American applicants with a shortfall of 38; against Caucasian applicants with a shortfall of 11; and against Hispanic applicants with a shortfall of 5 when compared to Asian Pacific Islander applicants. OFCCP also found a statistically significant hiring disparity against applicants who identified as two or more races, however, there was no shortfall. There was also a statistically significant hiring disparity affecting male applicants with a shortfall of 47 when compared to female applicants.

REMEDY: Mouser agrees to provide an appropriate remedy to the class of unsuccessful African American, Caucasian, Hispanic and male applicants for Stock Control Associate (“SCA”) positions to include back pay, hires, and retroactive seniority. Mouser will also provide training to employees involved in the hiring process to ensure the process is fair and nondiscriminatory. Mouser agrees to take the following corrective actions in accordance with the deadlines set forth in the Timeline (Attachment 5):

A. Revision of the Hiring Process, Implementation, and Training: In accordance with the Timeline, Mouser will provide a written copy of its revised practices, policies, and procedures that the company uses to recruit, track, and hire applicants for the SCA position (“Revised Hiring Process”). The Revised Hiring Process will contain the following:

- 1) Procedures to recruit job seekers for the SCA position including, as applicable, mandatory postings, outreach efforts, and the use of the Internet as a recruitment procedure.
- 2) The qualifications and criteria to be used to place job seekers and applicants into the SCA applicant pool(s).
- 3) The qualifications and criteria to be used to evaluate job seekers and applicants at each step of the hiring process, including the qualifications and criteria to be used in any application screen, telephone screen, interview, post-hiring screen, or other selection procedure.
- 4) Procedures to ensure job seekers and applicants are tracked, and decisions are documented at each step in the hiring process.
- 5) Procedures to ensure that documents are retained in accordance with 41 CFR§ 60-1.12(a) and Part 60-3.

In accordance with the Timeline, Mouser will fully implement the Revised Hiring Process and will provide training to all individuals involved in any way in

recruiting, selecting or tracking job seekers and applicants for the SCA position. Mouser will also train any individuals hired or transferred into such positions within 60 calendar days of the new assignment. The training will include specific instruction on the proper implementation of the revised procedures identified in paragraphs 1) through 5) above.

- B. Notification: In accordance with the Timeline, Mouser must 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. Mouser will notify OFCCP of all letters returned as undeliverable on a weekly basis. In addition, Mouser will provide OFCCP with a list of the individuals in the affected class who have not yet responded to the Notice and/or have not returned a fully executed Interest Form and Release in accordance with the Timeline (including, for example, any Class Members who have returned only one of the two required forms or who failed to sign a form as required). OFCCP will then attempt to obtain and provide updated addresses to Mouser. OFCCP may also attempt to locate the Class Members who have not responded, and any Class Members who submitted incomplete forms during this same period. For all such Class Members where OFCCP obtains updated contact information, OFCCP will provide relevant details, in writing, to Mouser. Mouser agrees to 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 listed on Attachment 1 who sign and return the Interest, and Release forms to Mouser by 135 calendar days from the effective date of the agreement ("Eligible Class Members") and meet the race and/or gender requirements, will share equally in the payment, and those Eligible Class Members who indicate an interest in employment will be eligible to be considered for an open SCA position pursuant to this Agreement. If a Class Member does not return the fully executed Release and Interest Forms to Mouser by the prescribed deadline, the Class Member will no longer be entitled to any relief pursuant to this Agreement.

By the date indicated in the Timeline, Mouser will provide OFCCP with a list of Eligible Class Members who returned the Claim Form and Release by the due date, along with a copy of each executed Claim Form and Release it received. OFCCP will approve the final list of Class Members or discuss with Mouser any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals. The approved list of Eligible Class Members shall constitute the final list of Eligible Class Members. The monetary payment discussed in paragraph E. below will be divided equally among all Eligible Class Members on the final approved list. All Eligible Class Members will be entitled to a share of the

monetary settlement regardless of whether they are interested in employment with Mouser.

- D. Employment: As SCA positions become available, Mouser will consider for employment qualified Eligible Class Members who fully executed an Interest Form and Release, are not currently employed by Mouser, and who express an interest in employment with Mouser. Mouser shall extend job offers until 35 African American, Caucasian and/or Hispanic and 31 male eligible class members are hired in the SCA position or until the list of Eligible Class Members, expressing an interest in employment on their Interest Form is exhausted, whichever occurs first. Eligible Class Members will be considered in the order that Mouser receives their Interest Forms. If Mouser receives more than one response on any given day, those Eligible Class Members will be considered for employment based on the date of their original application. Mouser must initiate its hiring of Eligible Class Members and must complete its hiring obligations under this section within 24 months of the Effective Date of this Agreement or until the list of Eligible Class Members expressing an interest is exhausted. If Mouser is not able to hire 35 African American, Caucasian and/or Hispanic and 31 male eligible class members for the SCA position or exhaust the list of Eligible Class Members expressing an interest in employment within 24 months, OFCCP and Mouser will meet 20 months from the effective date of the agreement to discuss the number of Eligible Class Members who are interested in employment and have not been placed.

Mouser will not impose more stringent or different hiring criteria to Eligible Class Members than were in effect during the review period. Eligible Class Members will be allowed at least two (2) weeks to report for work after receiving a written job offer from Mouser. Pursuant to this Agreement, Eligible Class Members hired into SCA positions must be paid the current wage rate for the SCA positions and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other similarly situated employees. In addition, all Eligible Class Members hired must receive retroactive seniority using the date of their original application as their hire date for Paid Time Off accrual.

Eligible Class Members shall be responsible for notifying Mouser or its designee of any changes in their addresses or other contact information.

- E. Monetary Settlement. Mouser shall deposit \$600,000 (back pay of \$510,000 and interest of \$90,000) into an interest-bearing account with a reasonable interest rate. By the date set forth in the Timeline, Mouser will notify OFCCP that this action has been taken and will identify to OFCCP a person who can be contacted and able to provide the current balance of the account and the amount of accrued interest. The monetary settlement is a negotiated amount that represents estimated back pay and takes into account tenure, interest and interim earnings. The back pay and interest amount (plus a pro-rata share of additional interest that accrues on the interest-

bearing account), less legal deductions required by law on the portion representing back pay only (such as federal, state and/or local taxes and the Eligible Class Members' share of FICA taxes), will be distributed in equal shares among all Eligible Class Members on the final approved list. Mouser will pay all Employer payroll taxes and liabilities and will mail each Eligible Class Member an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing Interest. These IRS forms will be mailed at a time consistent with the mailing of all other W-2 forms provided to Mouser employees. Mouser will disburse the monetary settlement in accordance with the Timeline after OFCCP approves the final list of Eligible Class Members.

By the date indicated in the Timeline, Mouser will provide OFCCP with a list of Eligible Class Members via e-mail sent to District Director LaQuandra Adebajo at (b) (6), (b) (7)(C)@dol.gov whose check was returned as undeliverable. OFCCP will attempt to locate the Eligible Class Members and if OFCCP obtains an alternate address, Mouser will re-mail checks by the date indicated in the Timeline. Any check that remains uncashed as of the deadline set forth in the Timeline will be void. With respect to any uncashed funds, Mouser will make a second distribution to all Eligible Class Members who cashed their first check within the required period if the remaining uncashed amount will result in a second payment of \$30.00 or more to each Eligible Class Member. Mouser will mail the second distribution to such Eligible Class Member by the date specified in the Timeline.

If the total amount of the uncashed funds would result in a payment of less than \$30.00 to each Eligible Class Member, Mouser will use those uncashed funds to provide training in equal employment opportunity to its personnel in addition to the training it is obligated to provide in the Revised Hiring Process described in Part III – Paragraph 1(A) of Remedy for Preliminary Finding 1.

2. **VIOLATION:** Mouser failed to preserve personnel or employment records in accordance with the requirements of 41 CFR § 60-1.12. Specifically, from September 1, 2012 through August 31, 2014, Mouser shredded, failed to preserve test results, interview records and background check documents.

REMEDY: Mouser will ensure that all records are maintained in accordance with requirements of 41 CFR § 60-1.12.

3. **VIOLATION:** Mouser failed to develop the Job Group Analysis in accordance with the requirements of 41 CFR § 60-2.12. Job groups were not formed with regard to similar wage rate, job content and opportunity. Consequently, the inappropriate placements of incumbents in job groups impacted: the determination of availability of minorities and women, the comparison of incumbency to availability in each job group, and establishment of placement goals, as appropriate, in accordance with the requirements of 41 CFR § 60-2.12 through § 60-2.16.

REMEDY: Mouser will create a Job Group Analysis with job groups formed by similar content, wage rates, and opportunities in accordance with the requirements of 41 CFR § 60-2.12 through § 60-2.16.

4. VIOLATION: Mouser failed to conduct an adverse impact analysis for each group constituting more than 2% of the labor force or 2% of the applicable workforce; and failed to submit an evaluation of the individual components of the selection process for adverse impact in accordance with the requirements of 41 CFR § 60-3.4 and 41 CFR § 60-3.15A.

REMEDY: Mouser will perform in-depth analysis of its total employment process to determine whether and where impediments to equal employment opportunity exist. Mouser will conduct adverse impact analyses by job for each group constituting more than 2% of the labor force in the relevant labor area or 2% of the applicable workforce. If adverse impact is found to exist in any of the individual components of the selection process, Mouser will validate each such component in accordance with the Uniform Guidelines on Employee Selection Procedures or utilize selection procedures which do not result in adverse impact. Mouser will also identify adverse impact in its identification of problem areas.

PART IV: REPORTS REQUIRED

Mouser must submit the documents and reports described below to:

LaQuandra Adebajo, District Director
OFCCP-Dallas District Office
525 S. Griffin Street Room 512
Dallas, TX 75202

1. Pursuant to paragraph E of the Remedy 1, within the prescribed Timeline, Mouser will provide OFCCP with the name and contact information for the person who can provide information on the designated monetary settlement funds.
2. Pursuant to paragraph A of Remedy 1, within the prescribed Timeline, Mouser will submit a copy of the written Revised Hiring Process.
3. Pursuant to paragraph A of Remedy 1, Mouser will provide OFCCP documentation that all managers, supervisors and other personnel involved in recruiting, selecting, or tracking applicants for the SCA position have been trained on the Revised Hiring Process. The documentation shall include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed in the training, and the name and job title of each person who conducted the training.

4. Within the prescribed timeframes, Mouser shall submit all documents and information referenced in paragraphs B and C of Remedy 1. Such documents and information must include, but are not necessarily limited to, letters returned as undeliverable, a list of Eligible Class Members who have not responded to or returned a fully executed Claim Form and Release by the due date, a list of Eligible Class Members who have returned a signed Claim Form and Release.

Mouser must submit four progress reports covering each six-month period this Agreement is in effect. The first progress report will be due on March 1, 2021 and will cover the period August 1, 2020 through January 28, 2021. Each subsequent report must cover the successive six-month period and must be submitted within 30 calendar days after the close of that six-month period.

Pursuant to Preliminary Finding 1, Mouser will submit the following in each semi-annual progress report:

1. Documentation of monetary payments to all Eligible Class Members as specified in paragraph E of Remedy 1. The documentation shall include the names of Eligible Class Members who were paid, and for each Eligible Class Member, the check number and the amount of the check. Mouser shall provide OFCCP with copies of all canceled checks upon request;
2. Documentation of specific hiring activity for Eligible Class Members who were offered and/or hired into the impacted positions, including the name, date of offer/hire, the job title of the position offered/hired into, whether the offer was accepted and, if so, start date, the rate of pay and benefits;
3. For Eligible Class Members who were considered for employment but were not hired, Mouser will provide the reason for non-selection along with all relevant documentation (e.g., failure to complete the selection process, failure to appear for interviews, failure to submit to and/or satisfy pre-employment screening, and documentation that the Eligible Class Member declined a job offer).

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

Pursuant to Preliminary Findings 1 and Violation 4, Mouser will submit the following in the third and fourth progress report:

1. The total number of job seekers for the SCA position during the respective reporting period.

2. The total number of applicants and hires and the breakdown by race, gender and ethnic group for the SCA position during the respective reporting period, including all part-time workers.
3. The results of Mouser's analysis as to whether its total selection process has adverse impact, as defined in 41 C.F.R. § 60-3.4D, on those members of the group set forth in 41 C.F.R. § 60-3.4B. For purposes of the adverse impact analysis, Mouser must not include hires made of Eligible Class Members pursuant to this Agreement in that analysis. With respect to the adverse impact analysis, for the fourth progress report, Mouser shall combine the data for fourth report with the data from the third report to analyze at least a 12-month period.
4. For each case where the total selection process has an adverse impact, as defined in 41 C.F.R. § 60-3.4D, the results of Mouser's evaluation of the individual components of the selection process for adverse impact.
5. The actions taken by Mouser upon determining that any component of the selection process has an adverse impact on members of the group set forth in subparagraphs 1 and/or 2 above.

OFCCP will review each progress report and respond in writing as to the report's sufficiency within 60 days of receipt.

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

PART V: SIGNATURES

This Conciliation Agreement is hereby executed by and between OFCCP and Mouser Electronics, Inc.

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

Pete Shoppe
Senior Vice President, Business Operations
Mouser Electronics, Inc.

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

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

DATE: July 31, 2020

DATE: July 31, 2020

Attachments:

Attachment 1, Affected Class Members

Attachment 2, Notice Form

Attachment 3, Interest Form

Attachment 4, Release of Claims

Attachment 5, Timeline

Attachment 1, Affected Class Members

Class Members – Race Class

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Pleasant note:
OFCCCP has
removed pages 14
through 135 to
reduce the size of
this file. All pages
were redacted with
(b) (6) and (b) (7)
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ATTACHMENT 2

NOTICE TO AFFECTED CLASS

Dear [NAME]:

Mouser Electronics Inc. (hereinafter “Mouser”) and the Department of Labor's Office of Federal Contract Compliance Programs (“OFCCP”) have entered into a Conciliation Agreement (“Agreement”) to address a preliminary finding that Mouser violated Executive Order 11246 (“E.O. 11246”) during a compliance review of Mouser’s facility located at 1000 North Main Street, Mansfield TX. OFCCP’s analysis of Mouser’s hiring process and selection procedures revealed statistical disparities in the hiring rates for black, white, Hispanic and male applicants who applied for Stock Control Associate (“SCA”) positions during the period of September 1, 2012 through August 31, 2014 (“review period”). Mouser has not admitted to any violation of E.O. 11246 and there has not been any adjudicated finding that Mouser violated any laws. OFCCP and Mouser entered into the Agreement to resolve the matter without resorting to further legal proceedings. You have been identified as an individual who applied for a Stock Control Associate position during that time period but was not hired.

As part of this Agreement, you are eligible to receive a distribution of at least \$_____ less lawful payroll deductions. Under the terms of this Agreement it may take up to [NUMBER] months from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification and Employment Interest Form, and Release of Claims form. The form[s] should be mailed as soon as possible to the address below. **In order for you to be eligible to participate in the settlement, your documents must be received by [DATE].**

(NAME)
(POSITION)
(CONTRACTOR)
(ADDRESS)

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

In addition to the monetary distribution, Mouser will be making job offers for SCA positions to a limited number of individuals receiving this notification. It is not certain that you will receive a job offer. If you are still interested in employment with Mouser, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving

this notice will be considered for SCA positions in the order that Mouser receives the Information Verification and Employment Interest Form expressing an interest in employment. In order to receive a job offer, you must meet the qualifications that are required for the SCA position. Additionally, in order to be hired, you must agree to submit to and pass all pre-employment screenings (including a post-offer drug screen). If you have any questions you may call [NAME] at Mouser at [PHONE NUMBER], or OFCCP Compliance Officer (b) (6), (b) (7)(E) at 972-850-2650. Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO MOUSER BY [DATE] YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Sincerely, *(NAME)*

Enclosures:

Information Verification and Employment Interest Form
Release of Claims Form

ATTACHMENT 3

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

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

Name: _____
Address (City, State, Zip): _____
Telephone: Home: _____ Cell: _____ Work: _____
Email _____
Notify Mouser at the address below if your address or phone number changes within the next twelve months.

(NAME)
(POSITION)
(CONTRACTOR)
(ADDRESS)

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

For purposes of this settlement, it is necessary to verify your [GENDER and/or RACE]:

Caucasian [] African American [] Hispanic [] Asian [] Native American [] Two or More Races []

Male [] Female []

Please indicate below whether you are currently interested in employment in a Stock Control Associate position with Mouser. If you complete, sign, and return this Information Verification/Employment Interest Form and Release Form, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

[] Yes, I am still interested in employment with Mouser as a Stock Control Associate employee.

[] No, I am not currently interested in employment with Mouser as a Stock Control Associate employee.

[] I previously worked for Mouser between 2012 and the present.

Name at time of employment
Dates of employment

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW WITHIN DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

I certify the above is true and correct.

Printed Name: _____

Signature: _____

ATTACHMENT 4

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 Mouser Electronics Inc. (hereinafter "Mouser") paying you money, you agree that you will not file any lawsuit against Mouser for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for Stock Control Associate positions. It also says that Mouser does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of the payment of at least \$ [REDACTED] (less deductions required by law) by Mouser to me, which I agree is acceptable, I _____ agree to the following:

I.

I hereby waive, release and forever discharge Mouser, 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 for employment as a Stock Control Associate on the basis of my race and/or gender at any time through the effective date of this Release.

II.

I understand that Mouser denies that it treated me unlawfully or unfairly in any way and that Mouser 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 investigation or legal proceedings in the compliance review initiated by OFCCP on August 26, 2014. I further agree that the payment of the aforesaid sum by Mouser to me is not to be construed as an admission of any liability by Mouser.

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 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 Mouser.

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

Printed Name:_____

Signature:_____

ATTACHMENT 5

See Attached Excel File

Company Name: Mouser Electronics, Inc. Effective Date of Conciliation Agreement:		7/31/2020
Action Required	Number of Days	Due Date
Within 10 calendar days of the Effective Date of this Agreement, Mouser will deposit \$600,000 into an interest-bearing escrow account for distribution to the Eligible Class Members (ECMs).	10	8/10/2020
Mouser will notify OFCCP within 15 calendar days of the Effective Date of this Agreement that the account has been established and will provide a point of contact (POC).	15	8/15/2020
Mouser will notify class members within 30 days of the Effective Date of this Agreement.	30	8/30/2020
Mouser will notify OFCCP of all class member letters returned as undeliverable on a weekly basis.	Weekly	Weekly
Within 60 days of the Effective Date of the Agreement, Mouser will provide OFCCP with revised practices, policies and procedures used to recruit, track and hire applicants for the SCA position.	60	9/29/2020
Within 120 days of the Effective Date of the Agreement, Mouser will conduct a training session with management and all individuals responsible for the selection process for the SCA position. All newly hired individuals responsible for the selection process will be trained within 60 days of being hired into said position.	120	11/28/2020
Within seven (7) months of the Effective Date of this Agreement, Mouser will provide OFCCP with documentation showing that all managers, supervisors and other personnel involved in the Hiring Process for the SCA position have received EEO training, including the dates of the training, the names and job titles of all attendees, and the name and job title of each person who conducted the training. Mouser will also provide other required tracking data for its progress report submission.	210	2/26/2021
Mouser will provide a list to OFCCP of those Class Members who have not yet responded to the Notice and/or have not fully executed the Claim Form within 75 calendar days of the Effective Date.	75	10/14/2020

Within 85 calendar days of the Effective Date of this Agreement, OFCCP will provide to Mouser a list of ECMs OFCCP was able to locate.	85	10/24/2020
Within 90 calendar days of the Effective Date of this Agreement, Mouser will mail second notice to ECMs.	90	10/29/2020
Class Member Deadline to be Entitled to Relief (Signed Claim Form and Release returned to Mouser with 135 calendar days of the Effective Date of the Agreement)	135	12/13/2020
Mouser will provide OFCCP a list of those ECMs who have not responded to the second notice and/or have not returned a fully executed Claim Form and Release within 145 days of the Effective Date of this Agreement.	145	12/23/2020
Within 150 calendar days of the Effective Date of this Agreement, OFCCP will review with Mouser and approve the final list of ECMs.	150	12/28/2020
Mouser will disburse the monetary settlement within 180 calendar days of the Effective Date of this Agreement.	180	1/27/2021
Within 10 calendar days of TTI's receipt of an undeliverable check, TTI shall notify OFCCP via email.	TBD	TBD
TTI will re-mail a check within 10 calendar days of receiving an alternate or corrected address for an Eligible Class Member.	TBD	TBD
Any check that remains uncashed 90 days after the initial date the check was mailed to the Eligible Class Member will be void.	TBD	TBD
TTI will make a second monetary distribution to all Eligible Class Members who cashed their first check if the remaining un-cashed amount will result in a second payment of \$30 or more to each Eligible Class Member.	TBD	TBD
TTI and OFCCP will teleconference 20 months from the Effective Date to discuss the number of Eligible Class Members that are interested in employment but unable to be placed.	600	3/23/2022
Mouser will complete its hiring obligation when it hires 35 African American, Caucasian and/or Hispanic ECMs and 31 male ECMs for the SCA position at the facility. Mouser must complete its hiring obligation within 24 months of the Effective Date of this Agreement.	730	7/31/2022

Progress Report**Due Date****Covered Period**

			Beginning	End	
First Report Due:	210	3/1/2021	8/1/2020	thru	1/28/2021
Second Report Due:	180	8/28/2021	1/29/2021	thru	7/28/2021