

Conciliation Agreement
Between the
U.S. Department of Labor
Office of Federal Contract Compliance Programs
and
Oldcastle BuildingEnvelope, Inc.

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated the Oldcastle BuildingEnvelope, Inc. (“Oldcastle”) establishment located at 14117 Industrial Park Boulevard, NE., Covington, Georgia (“Covington”). OFCCP is alleging that Oldcastle was not in compliance with Executive Order 11246 as amended (“E.O. 11246”), and its implementing regulations at 41 Code of Federal Regulations (C.F.R) Sections 60-1 – 60-3 during the period of June 29, 2014 through June 28, 2016 (“review period”). In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Oldcastle enter into this Agreement (“Conciliation Agreement” or “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 Oldcastle’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 alleged below. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Oldcastle violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Oldcastle’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. Oldcastle 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 Oldcastle 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”), Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended (“VEVRAA”), their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. Oldcastle and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, and/or VEVRAA.

5. Oldcastle 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.
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. 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. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
8. This Agreement becomes effective on the day it is signed by the Regional Director of the Southeast Region (Effective Date).
9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) days after Oldcastle submits its final progress report required in Part IV, below, unless OFCCP notifies Oldcastle in writing before the expiration date that Oldcastle 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 Oldcastle has met all of its obligations under the Agreement.
11. If Oldcastle violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send Oldcastle a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Oldcastle shall have fifteen (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 Oldcastle 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.
 - iv. In the event of a breach of this Agreement by Oldcastle, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms agreed to in the Agreement.
 - b. Oldcastle may be subject to the sanctions set forth in Section 209 of the Executive Order and/or other appropriate relief for violating this Agreement.

12. Oldcastle neither admits nor denies any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
14. 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.
15. Each party shall bear its own fees and expenses with respect to this matter.
16. 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.
17. 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. VIOLATIONS AND REMEDIES

A. Discrimination in Hiring

OFCCP alleges that, during the review period, Oldcastle discriminated against the female and black applicants for Glass Production Worker positions listed in Attachment A in violation of 41 CFR 60-1.4(a) (1). Specifically, OFCCP found statistically significant differences in the hiring rates of these female and black applicants when compared to similarly qualified males and whites, resulting in a combined shortfall of 47 hires. After examining personnel records and conducting interviews, OFCCP determined that this practice of disproportionately hiring men and whites was based on sex and race and not based on legitimate differences in qualifications.¹

B. Financial Remedy

1. Notice. Pursuant to the dates agreed upon in Attachment C (“Timeline”), Oldcastle will notify the Class Members listed in Attachment A (“List of Class Members”) of the terms of this Agreement by certified mail (return receipt) and provide the Notice, Interest Form, and the Release Form included in Attachment B and a postage paid return envelope. Eligible class members must return the completed Interest and Release Forms to Oldcastle by the deadline included in the notice documents.

¹ For remedy purposes, black women will be remedied only once.

Pursuant to the dates in the Timeline, Oldcastle will notify OFCCP of all letters returned as undeliverable, and OFCCP will then attempt to obtain and provide updated addresses to Oldcastle. Oldcastle will use these new addresses to notify the individuals of their status as Class Members and provide them with a second mailing of the documents described above.

Oldcastle shall notify Class Members of this settlement within 45 days of the Effective Date of this Agreement by mailing to each Class Member via first class mail a Notice Form explaining the settlement; a Claim Form; a Release of Claims for Make-Whole Relief under Executive Order 11246; and a self-addressed stamped envelope.

Each Class Member (or the Class Member's appointed legal representative in the event that he or she is deceased or otherwise provided under the law) shall be given 45 days from the receipt date of the Notice to respond by returning the completed Claim Form and executed Release to the contact listed on the Notice documents. Any response returned by the 45th day following the date of receipt of the Notice shall be considered to have been submitted within the 45-day period.

On a bi-weekly basis, Oldcastle will notify OFCCP of all letters returned as undeliverable. Within 110 days of the Effective Date of this Agreement, Oldcastle shall provide OFCCP with a list of Class Members who did not timely and fully respond to the Notices. Within 15 days of receiving this list from Oldcastle, OFCCP shall conduct a search to attempt to locate the Class Members whose letters were returned as undeliverable or who did not respond. For all Class Members that OFCCP locates, Oldcastle shall send another Notice, Claim Form, Release, and self-addressed stamped envelope within 15 days of receiving the Class Member's address from OFCCP. Each such Class Member shall be given 45 days from the receipt date of the second Notice to respond by returning the completed Claim Form and executed Release to the contact listed on the Notice documents.

Within 200 days of the Effective Date of this Agreement, Oldcastle shall provide to OFCCP a list of all Class Members who timely submitted a completed Claim Form and executed Release along with electronic copies of all Claim Forms and Releases returned to Oldcastle. Within 210 days of the Effective Date of this Agreement, OFCCP shall approve the list of Class Members who have timely responded to the first or second Notice, or work with Oldcastle to revise the list so that it can be approved by OFCCP. The approved list of Class Members shall constitute the "Final Class Member List." If a Class Member is not located and/or does not return a completed Claim Form and executed Release within 185 days of the Effective Date of this Agreement, the Class Member will no longer be entitled to any relief pursuant to this Agreement.

OFCCP and Oldcastle agree that there shall be no further liability for back pay, interest, or any other relief under this Agreement to any Class Member who cannot be located within the timeframes enumerated above or who does not submit a

completed Claim Form and executed Release within 185 days of the Effective Date of this Agreement.

2. Eligibility. All class members (listed on Attachment A) who sign and return the Interest and Release forms by the deadline set forth above and in the notice documents (“Eligible Class Members”) will be eligible for a payment. If a Class Member receives but does not return the Release and Interest Forms within 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, Oldcastle will provide OFCCP with a list of the Eligible Class Members, OFCCP will approve the final list of Eligible Class Members, and include a final distribution amount for each Eligible Class Member and/or discuss with Oldcastle any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

3. Monetary Settlement. By the date indicated in the Timeline, Oldcastle agrees to distribute \$251,717.31 in back pay and \$48,282.69 in interest, less withholdings required by law on the portion representing back pay only (such as federal, state and/or local taxes and the class member’s share of FICA and FUTA taxes). Oldcastle will pay to the Internal Revenue Service (“IRS”) the employer’s share of FICA and FUTA taxes for each member on the final Eligible Class Members list. Oldcastle shall mail to each class member 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 class member either at the time of payment, electronically or with the settlement checks, or at the end of the year. No Eligible Class Member will be required to complete a W-4 or W-9 in order to receive payments under this settlement.

By the date indicated in the Timeline, Oldcastle will notify OFCCP of the receipt of a check to an Eligible Class Member that was returned as undeliverable. Oldcastle will notify OFCCP of this fact via e-mail sent to Assistant District Director, Charles Robinson at Ex (7)(C)@dol.gov. Pursuant to the date specified in the Timeline, OFCCP will attempt to locate the class member, and if OFCCP obtains an alternate address in the designated time period, OFCCP will advise Oldcastle of the address and Oldcastle will re-mail the check to an alternate or corrected address. Any check that remains uncashed 120 days after the initial date the check was mailed to the class member will be void. With respect to any uncashed funds, Oldcastle will make a second distribution, in equal shares, to all Eligible Class Members who cashed their first check if the amount of the uncashed funds would result in a payment of \$20.00 or more to each of the located Eligible Class Members. If the total amount of uncashed funds would result in a payment of less than \$20.00 to each located Class Member, Oldcastle shall use those uncashed funds to provide training in equal employment opportunity as required in this Agreement. Oldcastle will mail the second distribution to such participants by the date specified in the Timeline.

C. Non-Monetary Remedy

1. Job Opportunities. Within two years of the Effective Date, Oldcastle shall make bona fide job offers (with retroactive seniority) to Eligible Applicants who have expressed interest in employment, possess the qualifications for the open position(s), satisfactorily pass all requisite background check requirements, and are not then employed by Oldcastle, until 47 are hired or the list of Eligible Applicants is exhausted, whichever comes first. Prior to filling these positions, Oldcastle will be able to prioritize for hire former employees who were on layoff status prior to the Effective Date of the Agreement.

Until that time, these Eligible Applicants will then have priority over all other candidates for hire into Glass Production Worker positions. As vacancies occur in the Glass Production Worker position, Oldcastle shall contact the Eligible Applicants with a conditional written job offer, via certified mail, in the order in which they submitted their Interest Forms, or, if the Forms were received on the same day, in the order of their original application date. Eligible Class Members must accept or reject all job offers pursuant to this Agreement no later than 10 calendar days after the date of the written job offer. Eligible Class Members who are given a job offer, but are subsequently not approved due to background check or other prerequisites, will be counted as a hire for satisfaction of this Agreement.

The report-to-work date for Eligible Class Members hired pursuant to this Agreement shall be no later than fourteen (14) days after the date the written job offer is accepted. The Eligible Class Member must report to work on the day designated or provide Oldcastle advance notice of good cause (e.g. personal illness or care for an immediate family member) for their absence on or before that date. If good cause is not timely provided, Oldcastle may withdraw the job offer and shall be under no obligation to hire such Eligible Class Member under this Agreement; however, such individual shall count as a hire for reporting purposes required under this Agreement. If good cause is provided and a position remains available, the Eligible Class Member must report to work within five (5) days of the original designated start date or a mutually agreed upon future date. Otherwise, Oldcastle may withdraw the job offer and shall be under no obligation to hire the Eligible Class Member under this Agreement, but remains obligated to hire Eligible Class Members until 47 positions are filled or the list of interested Eligible Class Members is exhausted, whichever comes first.

Oldcastle agrees to pay Eligible Class Members hired under this provision at least the current entry level wage for the Glass Production Worker position, and provide all regular and on-the-job training.

2. Recordkeeping. Pursuant to 41 C.F.R. § 60-1.12, Oldcastle will maintain proper documentation of results regarding Glass Production Worker 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.

3. Revisions to Hiring Process. Oldcastle will provide OFCCP, in writing, its practices, policies and procedures it uses to select applicants for Glass Production Worker positions. Specifically, Oldcastle will:
 - i. Provide a job description and describe the selection process for Glass Production Worker 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 applications screens, interviews, tests, credit checks, review of criminal history, reference checks, or other selection procedure;
 - ii. Develop specific, job-related qualification standards for Glass Production Worker positions that reflect the job duties, functions, and competencies of the position to minimize the potential for gender or 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.

4. Self-Analysis. Oldcastle agrees to monitor selection rates at each step of its selection process for Glass Production Worker positions. This includes documenting the number of persons hired by gender and race, the number of applicants who applied by gender and race, and the number of applicants by gender and race 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 gender or race, Oldcastle 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. Oldcastle agrees to maintain and make available to OFCCP records concerning the impact and validity of the selection process for Glass Production Worker positions.

5. Training.
 - i. Revised Selection Process

Oldcastle must train all individuals in any way in recruiting, selecting, or tracking applicants for Glass Production Worker 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.

ii. Equal Employment Opportunity Obligations

Oldcastle will meet with management and all individuals responsible for the selection process for Glass Production Workers and review its equal employment obligations and nondiscrimination policies related to hiring of Glass Production Workers. 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 and black applicants.

iii. Training

The training must ensure that management and all individuals responsible for the selection process for Glass Production Workers 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.

6. Oldcastle 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. REPORTS REQUIRED

Oldcastle will submit the reports described below via email to Assistant District Director Charles Robinson at Ex (7)(C)@dol.gov.

A. Within 90 calendar days of this Agreement going into effect, Oldcastle will submit a copy of its hiring procedures and practices and records showing who took the training described in Part III.

B. Oldcastle will submit four (4) 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. Oldcastle 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 check and the date the check cleared the bank. Oldcastle will provide OFCCP with copies of all canceled checks upon request.

2. Copies of all job postings, associated job applications, recruitment materials, and any other

similar materials used during the reporting period for Glass Worker Production positions and documentation of how these documents comply with the Agreement. OFCCP will review these documents to ensure they meet the criteria set forth in the Agreement.

3. All applicant and hiring data for the Glass Worker Production position covering the period of the progress report, including the total number of applicants and hires, gender, 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 prepared during the reporting period. If Oldcastle was not required to implement an AAP during the reporting period, it should note that in the report.

6. Any other actions taken to ensure equal employment opportunity practices not already included in the above items.

C. Oldcastle 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 10.

INTEGRATION CLAUSE: This Agreement represents the full Agreement between Oldcastle and OFCCP and this Agreement supersedes any other agreements, oral or written, regarding Oldcastle's Covington facility. In signing this Agreement, neither Oldcastle 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 Class Members
- B. Notice Documents
 - B-1-Notice
 - B-2 Interest Form
 - B-3 Release Form
- C. Timeline

PART V. SIGNATURES

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

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

Neil Johnson
General Manager
Oldcastle BuildingEnvelope, Inc.
14117 Industrial Park Boulevard, NE
Covington, Georgia 30014

DATE: 6/2/20

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

Samuel Maiden
Regional Director
Southeast Region

DATE: 6/4/20

Attachment A: Class Member List

	Last Name	First Name	Protected Group
1.	Ex (b) 6 Ex (b) (7)(C)		Female
2.	[REDACTED]		Female
3.	[REDACTED]		Female
4.	[REDACTED]		Female
5.	[REDACTED]		Female
6.	[REDACTED]		Female
7.	[REDACTED]		Female
8.	[REDACTED]		Female
9.	[REDACTED]		Female
10.	[REDACTED]		Female
11.	[REDACTED]		Female
12.	[REDACTED]		Female
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32.	[REDACTED]		Female
33.	[REDACTED]		Female
34.	[REDACTED]		Female
35.	[REDACTED]		Female
36.	[REDACTED]		Female
37.	[REDACTED]		Black or African American (Not Hispanic or Latino)

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Attachment B-1 Notice

You may be eligible to get money and a job offer because of a legal settlement between Oldcastle BuildingEnvelope, Inc. and the U.S. Department of Labor

We are writing to provide information about a legal settlement between the U.S. Department of Labor and Oldcastle BuildingEnvelope, Inc.'s ("Oldcastle") establishment located at 14117 Industrial Park Boulevard, NE., Covington, Georgia ("Covington") that may benefit you. This settlement resolves alleged disparities in hiring at Oldcastle's Covington facility, 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 Oldcastle.

ARE YOU AFFECTED?

Women and black applicants who applied and were not hired for Glass Production Worker positions at Oldcastle's Covington, GA location between June 29, 2014 and June 28, 2016 are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted a review of Oldcastle's hiring practices during the period of June 29, 2014 and June 28, 2016. 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 Oldcastle discriminated against women and blacks in hiring for Glass Production Worker positions. Oldcastle denies those claims and there has not been any adjudicated finding that Oldcastle violated any laws when you were not hired for the position for which you applied. Ultimately, OFCCP and Oldcastle 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 Oldcastle and OFCCP.

As a result, affected applicants may be eligible for back pay and/or a job offer.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for a Glass Production Worker 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 \$** [REDACTED] **(before adjustments for taxes and payroll contributions).** This amount represents your share of back wages and other payments Oldcastle 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.

- (2) **You may be eligible for a job offer.** Oldcastle will be making job offers to some of the individuals receiving this notification. It is not guaranteed that you will receive a job offer or job. If you are interested in a job with Oldcastle, please express your interest on the enclosed Interest Form.

To get these benefits, you will need to release or 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 and the enclosed Interest and Release forms.

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

To be eligible for a payment and/or job offer, you must timely complete, sign, and return **both** the following enclosed forms, (1) the Interest Form and (2) the "Release of Claims Under Executive Order 11246" (Release) to:

Bari L. Goldstein
Ward Damon
4420 Beacon Circle
West Palm Beach, FL 33407

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 both of the required forms by the deadline above, or if your forms do not verify your eligibility, you will not be eligible to receive any money, consideration for job opportunities 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 visit the U.S. Department of Labor Web site about this case at www.dol.gov/ofccp/cml.

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) AND/OR A JOB OFFER FROM THE SETTLEMENT

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

You may be eligible for a money payment from the settlement and you can express interest in a job offer. You can receive a money payment even if you do not express interest in a job.

To receive benefits (such as money or a job offer), you must complete and return this Interest Form and the enclosed Release Form. Both must be returned by the deadline listed above to:

Bari L. Goldstein
Ward Damon
4420 Beacon Circle
West Palm Beach, FL 33407

If you do not submit a completed Interest Form and Release Form on or before the deadline above, then your claim will not be on time and **you will not receive any money from this settlement and you cannot be considered for a job offer from this settlement.**

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

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

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

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

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

First Name: _____

Last Name _____

Any other names you have used: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

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

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

Address: _____

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: Assistant District Director Charles Robinson at **(b) (6), (b) (7)(C)**@dol.gov.

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

Yes, I am still interested in applying for a Glass Production Worker position at Oldcastle's Covington facility.

OR

No, I am not currently interested in a Glass Production Worker position at Oldcastle's Covington facility

OR

I am currently employed by Oldcastle.

Step 3: Sign and return along with the Release Form

I certify the above as true and correct.

Signature

Date

Attachment B-3

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. This document states that in return for Oldcastle BuildingEnvelope, Inc. (Oldcastle) paying you money, you agree that you will not file any lawsuit against Oldcastle for allegedly violating Executive Order 11246, as amended in connection with its selection procedures for applicants for Glass Production Worker positions. It also says that Oldcastle does not admit it violated any laws and there has not been any adjudicated finding that Oldcastle violated any laws in this matter. 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 \$_____ (less deductions required by law) by Oldcastle to me, which I agree is acceptable, I (print name) _____, agree to the following:

I.

I hereby waive, release and forever discharge Oldcastle, 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 at Oldcastle's Covington facility as a Glass Production Worker on the basis of my gender or race at any time through the effective date of 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 Oldcastle through the effective date of this Release.

II.

I understand that Oldcastle denies that it treated me unlawfully or unfairly in any way and that Oldcastle 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 June 22, 2016. I further agree that the payment of the aforesaid sum by Oldcastle to me is not to be construed as an admission of any liability by Oldcastle.

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 Oldcastle or be considered for any job opportunity.

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

Printed Name

Signature

Attachment C- Timeline

ACTIVITY	DATE
Oldcastle Mails Notice Documents (First Mailing)	8/27/2020
Deadline for Class Members to Return Notice Forms	10/12/2020
Oldcastle Notifies OFCCP of Undeliverable Mailings	10/31/2020
OFCCP Provides Updated Contact Information to Oldcastle	11/15/2020
Oldcastle Mails Notice Documents (Second Mailing)	11/30/2020
Deadline for Class Members to Return Second Notice Forms	1/14/2021
Oldcastle Provides List of its Determination of Eligible Class Members	1/29/2021
OFCCP Reviews and Approves Final List and Distribution Amounts	2/8/2021
Oldcastle Mails Back Pay Checks	3/10/2021
Oldcastle Notifies OFCCP of Any Checks Returned as Undeliverable	4/9/2021

ACTIVITY	DATE
OFCCP Provides Updated Addresses	4/24/2021
Oldcastle Mails Back Pay Checks to New Addresses	5/11/2021
Distribution of Remaining Funds to Eligible Class Members	7/8/2021