

**UNITED STATES  
DEPARTMENT OF LABOR  
OFFICE OF ADMINISTRATIVE LAW JUDGES**

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OFFICE OF FEDERAL CONTRACT  
COMPLIANCE PROGRAMS, UNITED  
STATES DEPARTMENT OF LABOR,

Plaintiff,

v.

AMERIQVAL GROUP, LLC,

Defendant.

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Case No.: 2016-OFC-00002

Judge Morris D. Davis

**CONSENT DECREE AND ORDER**

Plaintiff, United States Department of Labor, Office of Federal Contract Compliance Programs (“OFCCP”) instituted this action by filing an administrative complaint against AmeriQual Group, LLC (“AmeriQual”) on December 7, 2015, alleging violations of the obligations imposed upon federal contractors and subcontractors by Executive Order 11246 (30 Fed. Reg. 12319), as amended by Executive Orders 11375 and 12086 (32 Fed. Reg. 14303 and 43 Fed. Reg. 46501, respectively) (hereinafter “Executive Order 11246” or the “Executive Order”).

OFCCP and AmeriQual agree that it is in the parties’ best interests to resolve this action amicably and therefore have entered into a complete and satisfactory compromise and settlement of the claims raised in the Administrative Complaint, as set forth herein. This Consent Decree and Order shall not in any way be construed as an admission by AmeriQual or any of its agents, and AmeriQual disclaims and denies any liability to or discrimination against any individual as alleged by OFCCP. AmeriQual

acknowledges that, through this settlement, it is waiving its right to appeal or further defend this action.

## **I. JURISDICTION AND PROCEDURE HISTORY**

1. This proceeding is authorized by Sections 208 and 209 of Executive Order 11246 and the regulations issued pursuant thereto at 41 C.F.R. Part 60-1, et seq. and 41 C.F.R. Part 60-30.

2. Defendant AmeriQual specializes in the production, packaging, assembly, and distribution of shelf-stable products to private companies and the U.S. Department of Defense.

3. AmeriQual is an Indiana limited liability company with two facilities in Evansville, Indiana. AmeriQual Foods, the facility at issue, is, and at all times pertinent hereto, was located at 18200 Highway 41 North, Evansville, Indiana 47725 (“Foods Facility”). The other facility, AmeriQual Packaging, is, and at all times pertinent hereto, was located at 225 West Morgan Avenue, Evansville, Indiana 47710.

4. AmeriQual has been a Government contractor or subcontractor within the meaning of Executive Order 11246 and is now, and at all relevant times has been, subject to the contractual obligations imposed on Government contractors and subcontractors by Executive Order 11246 and its implementing regulations issued thereunder.

5. AmeriQual is, and at all relevant times hereto has been, subject to the affirmative action requirements of 41 C.F.R. Part 60-2.

6. The issues resolved by this Consent Decree and Order were allegedly identified during a compliance review of AmeriQual by OFCCP, beginning on October 15, 2012, with the issuance of a Scheduling letter.

7. On September 17, 2014, the OFCCP issued a Notice to Show Cause to AmeriQual alleging that during the time period November 18, 2010 through September 26, 2011, AmeriQual utilized a hiring process and selection procedures that discriminated against male applicants for entry-level Production 1 Job Title positions on the basis of their gender.

8. The Notice to Show Cause also alleged that AmeriQual: (a) failed to supply OFCCP with complete application records for Production 1 applicants, in violation of the regulations at 41 C.F.R. § 60-1.12(c)(2); (b) failed to preserve complete and accurate records of Production 1 applications as required by 41 C.F.R. § 60-1.12(e); (c) failed to ensure that work areas provided for employees with the Production 1 Job Title position were provided in such a manner that segregation on the basis of sex cannot result as required by 41 C.F.R. § 60-1.8; (d) failed to evaluate the adverse impact demonstrated in its adverse impact analysis from 2010-2011 as required by 41 C.F.R. § 60-3.4(c); and (e) failed to evaluate its selection process's individual components after finding that the total selection process had an adverse impact in violation of 41 C.F.R. § 60-3.4(c)(1).

9. AmeriQual responded to the Notice to Show Cause denying each of the OFCCP's allegations.

10. On December 7, 2015, OFCCP filed an Administrative Complaint against AmeriQual. OFCCP alleged that in the absence of discrimination in AmeriQual's hiring process and selection procedures, AmeriQual would have hired at least 27 additional males, from a class of (b) (6), (b) (7) (C) male applicants, during the period from November 18, 2010 through September 26, 2011. Specifically, from a pool of 175 female applicants, AmeriQual hired (b) (6), (b) (7) (C) females (b) (6), (b) (7) (C) whereas, from a pool of (b) (6), (b) (7) (C)

male applicants, AmeriQual hired (b) (6) males (b) (6), (b) (7) (c). The adverse impact calculated by OFCCP exceeded (b) (6), (b) (7) (c) standard deviations.<sup>1</sup>

11. Attachment A to this Decree identifies 221 male applicants who applied for an entry-level Production 1 Job Title position with AmeriQual during the period from November 18, 2010 through September 26, 2011 and were not hired. (“Affected Class Members”)

12. Pursuant to the Office of Administrative Law Judges’ settlement procedure, the parties reached an agreement to resolve this matter.

## **II. GENERAL PROVISIONS**

13. This Decree constitutes full and final settlement and resolution of all issues, actions, causes of action and claims (“Disputed Claims”) arising, or that could have arisen, out of the Administrative Complaint filed herein. This Decree shall be binding upon the parties as to all issues, actions, causes of action and claims within the scope of the Administrative Complaint which have been or could have been advanced by OFCCP. There will be no modifications or amendments to this Decree unless they are in writing and signed by all parties.

14. Subject to the performance by AmeriQual of all duties and obligations contained in this Decree, all alleged deficiencies identified in the Administrative Complaint shall be deemed fully resolved.

15. The Effective Date of this Decree shall be February 1, 2017.

16. In computing any time period specified in this Decree, every calendar

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<sup>1</sup> The class of 237 male applicants referenced herein includes applicants who applied more than once during the period of November 18, 2010 through September 26, 2011. For purposes of Attachment A to this Decree, the class member list excludes applicants who applied more than once during the period of November 18, 2010 through September 26, 2011. As a result, Attachment A includes 221 male applicants.

day shall be counted unless otherwise specified herein.

17. AmeriQual agrees to abide by all applicable laws regarding retaliation against any beneficiary of this Decree, or against any person who has provided either information or assistance to OFCCP (or its agents, servants, or employees) during the course of this litigation, or which is any way connected to this litigation. Also, nothing herein is intended to relieve AmeriQual from compliance with the requirements of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 793 ("Section 503"), the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. section 4212 ("VEVRAA") and/or their implementing regulations at 41 C.F.R. Part 60. Compliance with this Consent Decree and Order shall constitute compliance only with respect to those issues which are within the scope of this Decree.

### **III. SPECIFIC PROVISIONS**

18. AmeriQual agrees to review its selection procedures and provide training to all Foods Facility personnel involved in selection decisions to ensure that non-discriminatory policies are carried out as required by 41 C.F.R. Part 60-2.17(d). Such review and training shall be completed on or before May 1, 2017. AmeriQual will maintain a list of all employees who attend the training.

19. For purposes of this Decree, the Affected Class Members are identified on Attachment A, appended hereto.

20. On or before March 6, 2017, AmeriQual shall notify the Affected Class Members of the terms of this Decree by certified mail. ("First Mailing") AmeriQual will use the address that the Class Member gave on his initial application for

employment. AmeriQual shall mail the Notice to Class Member (Attachment B, hereinafter "Notice") to inform the class members of the settlement and shall include the Claim Form-Affected Applicants (Attachment C, hereinafter "Interest Form") and a Release of Claims (Attachment D, hereinafter "Release").

21. Each class member, or his legal representative in the event he is deceased, shall be told to respond by April 6, 2017. Those individuals who do not respond (including unclaimed mail, undeliverable mail, and incorrect addresses) by April 6, 2017, shall be listed by name, address, and Social Security number of record in a Microsoft Excel report. This report shall be sent to OFCCP, Indianapolis District Office, on or before May 5, 2017.

22. On or before June 5, 2017, OFCCP shall provide AmeriQual with a list of any alternate addresses for class members who did not respond. This list shall be provided in Microsoft Excel format.

23. On or before June 19, 2017, AmeriQual shall re-mail, by certified mail, the Attachments to the class members who did not respond to the First Mailing using the alternate address provided by the OFCCP. ("Second Mailing") These class members shall be told to respond by July 19, 2017.

24. If a class member responds to either the first or second mailing and submits an incomplete response (including, but not limited to, one where a social security number was not provided) AmeriQual must notify OFCCP by the following Monday of each week after receiving the incomplete response, and OFCCP will follow up with that individual to attempt to obtain the missing information. AmeriQual will provide this notification to OFCCP by e-mailing Compliance Officer (b) (6), (b) (7) (c) at

(b) (6), (b) (7) (c)@dol.gov. In that email, AmeriQual will specify the deficiencies and attach an electronic copy of the incomplete paperwork.

25. The total number of class members to receive payment and/or future employment consideration shall consist of those individuals who responded to the First or Second mailing on or before July 19, 2017, and returned signed copies of the applicable attachments, including an unaltered Release. (Eligible Recipient)

26. Any individuals listed on Attachment A who did not respond by July 19, 2017, shall be ineligible to receive a portion of the Settlement Fund or employment consideration under this agreement.

**A. Back Pay/Interest**

27. In settlement of all claims for back pay, interest and other monetary relief to the affected class, AmeriQual agrees to pay the total amount of \$325,532. This represents \$289,724 in back pay and \$35,808 in interest. The total amount of \$325,532 shall be referred to hereafter as the "Settlement Fund." This monetary settlement is a negotiated amount that represents back pay and interest, less interim earnings, and takes into account the average tenure of those persons hired into entry-level Production 1 Job Title positions during the period from November 18, 2010 through September 26, 2011.

28. On or before March 6, 2017, AmeriQual shall put the Settlement Fund amount in a federally-insured interest bearing account at the prevailing interest rate ("Settlement Fund Account").

29. On or before March 10, 2017, AmeriQual shall notify OFCCP that this action is complete. AmeriQual shall identify to OFCCP a person who can be contacted who will be able to provide the current balance of the account and interest, as well as

the name and telephone number of the financial institution where the account is located. OFCCP shall be entitled to designate an individual who shall have the authority to make inquiries and obtain account information directly from the financial institution at which the Settlement Fund account is located.

30. The interest that accrues on the Settlement Fund Account, from the date established to the date on which the funds are withdrawn to make payments to the Affected Class Members, will inure to the benefit of, and be equally distributed to, the class members who timely respond by July 19, 2017, the Eligible Recipients.

31. AmeriQual shall distribute the Settlement Fund, plus accrued interest, equally among Eligible Recipients. This monetary relief is not contingent upon accepting any job offer.

32. On or before September 21, 2017, AmeriQual shall send two checks, by certified mail, to each Eligible Recipient representing each such person's pro rata share of wages and interest.

33. AmeriQual shall make all deductions required by law (i.e., normal federal, state and/or local taxes and FICA) and shall pay to the Internal Revenue Service the employer's share of social security withholding attributable to the back pay portion of the Settlement Fund.

34. Within 7 days of AmeriQual's receipt of an undeliverable check, AmeriQual shall notify OFCCP of this fact via email. OFCCP shall attempt to locate the Eligible Recipient and if OFCCP obtains an alternate address, AmeriQual shall re-mail the checks. Any checks that remain uncashed 60 days after September 21, 2017 shall be void. With respect to the uncashed funds, AmeriQual shall make a second

distribution to all Eligible Recipients who cashed their first check if the amount of the uncashed funds would result in a payment of \$40 or more to each of the located Eligible Recipients.

35. The Settlement Fund account shall be closed on or after December 4, 2017. Any balance remaining in the fund shall revert to AmeriQual and be used to provide training in equal employment opportunity to its personnel in addition to training it is obligated to provide under the Executive Order, Section 503 and VEVRAA.

36. The parties may modify any time frame set forth in this Decree by mutual agreement. In addition, OFCCP or AmeriQual may petition the Administrative Law Judge to extend any of the above time periods for no more than thirty (30) days in order to permit a class member to receive a share of the Settlement Fund, where the interest of justice would be served by such extension and for good cause shown.

**B. Employment Opportunities**

37. On August 21, 2017, AmeriQual shall establish a Priority Employment List for the Eligible Recipients, ranking individuals based upon the date of receipt of the applicable attachments by AmeriQual ("Priority Employment List"). If more than one set of attachments are received on the same date, the attachments for that day shall also be ranked by date of the first original application with AmeriQual. However, any Eligible Recipient who previously was hired by AmeriQual during the period of November 18, 2010 through August 21, 2017 shall not be offered a job pursuant to this Consent Decree. Along with submission of the Priority Employment List, AmeriQual shall submit to OFCCP documentation of each such previous hire's hire date, start date, job title and termination date, if applicable.

38. AmeriQual shall mail every person on the Priority Employment List a current AmeriQual application. In considering these class members for an interview, AmeriQual agrees that the following are the only minimum qualifications it will use: (1) must be 18 years of age; (2) must be a United States citizen or legally authorized to work in the United States; (3) willingness to work overtime; (4) willingness to work all shifts; (5) willingness to work Saturdays, Sundays, and holidays; and (6) if the applicant is a former AmeriQual employee, he or she must be eligible for rehire pursuant to the company's rehire policy. AmeriQual shall extend job offers until 27 males from the Priority Employment List have been hired or until the list is exhausted, whichever occurs first. All individuals who receive an offer must successfully pass a legally-permissible background check and a legally-permissible drug screen. AmeriQual shall submit to OFCCP the reasons for rejecting any men for interview or a job offer from the Priority Employment List.

39. The letter containing the job offer shall be sent by certified mail and shall instruct the Eligible Recipient to respond, in person or in writing, to the offer within fourteen (14) days after receipt of the offer, or the offer will be withdrawn by AmeriQual.

40. The hire date of each Eligible Recipient who accepts an offer and is hired shall be the actual date of hire.

41. AmeriQual shall submit as part of its first and second progress reports to OFCCP the reasons for not hiring an Eligible Recipient on the Priority Employment List who received a job offer.

42. All hires should be completed on or before January 31, 2018.

**C. Other Agreements**

43. AmeriQual agrees to modify its applicant selection procedures within 60 calendar days of the Effective Date of this decree to ensure that the procedures comply with OFCCP regulations and do not create barriers to employment to any protected case. In addition, AmeriQual will review at least annually, and revised as necessary, to ensure such compliance.

44. Within 90 calendar days of the Effective Date of this decree, AmeriQual will require all employees involved in its application/selection and hiring process to participate in a minimum of two (2) hours of equal employment opportunity training. The training will cover AmeriQual's EEO Policy, and the responsibilities relating to the selection processes. AmeriQual will maintain a list of employees who attended the training.

45. In addition to the reports required to be submitted as set forth above, AmeriQual agrees to prepare and submit follow-up Consent Decree bi-annual "Progress Reports" covering each six-month period this Decree is in effect. Each Progress Report shall include the following:

1. A list of all Eligible Recipient hires stating the job title, rate of pay, starting date, and benefits credited to that class member.
2. A list of all Eligible Recipients who refused a bona fide offer of employment, the date of the offer, the job position offered, the rate of pay offered, and the date of refusal.
3. Upon OFCCP's request, AmeriQual will provide the specific reason(s) for the non-selection of each class member who was considered, but not selected.
4. A list of Affected Class Members terminated during the life of this Consent Decree and Order and the reasons for their termination.

5. A copy of documentation and/or records evidencing the monetary payment(s) made to Eligible Recipients, which shall include copies of cancelled checks or other equivalent documentation verifying that Eligible Recipients were paid.
6. The total number of applicants and hires for the entry-level Production 1 Job Title position during the reporting period with a breakdown by race and gender and a listing of: (i) date of application, (ii) whether the applicant was hired or not hired, (iii) the reason(s) for not hiring each applicant not hired, and (iv) starting pay if hired. This applicant and hire data is to exclude the 27 male hires required under this Decree.
7. The first bi-annual Progress Report shall include certification that AmeriQual reviewed and revised as necessary its applicant selection procedures for entry level Production 1 Job Title positions at its Food Facility, including a description of any modification(s) made. At a minimum, this certification should include a narrative description of any of the modification(s) made to the selection procedures and a copy of any of the revised applicant selection procedures.
8. The first bi-annual Progress Report should include documentation of training that AmeriQual provided on its equal employment opportunity programs for all employees involved in AmeriQual's application/selection and hiring processes at its Foods Facility, including the date(s) of training, the agenda for such training and a list of the attendees which should include an attendee's job title.

46. All reports required to be submitted to the OFCCP under this Decree shall be submitted to Lauren Hicks, District Director, OFCCP, U.S. Courthouse, 46 East Ohio Street, Suite 419, Indianapolis, IN 46204.

47. The first Progress Report will be due on or before September 1, 2017. Each successive report must cover the successive six-month period, and must be submitted within 30 calendar days after the close of that six-month period.

#### **IV. IMPLEMENTATION AND ENFORCEMENT OF THE DECREE**

48. This Decree shall constitute the final administrative order in this case, and shall have the same force and effect as an order made after a full hearing and final review by the Secretary of Labor.
49. The entire record upon which this Decree is based shall consist solely of the Administrative Complaint, this Decree, and the attachments hereto.
50. The parties hereby waive any further procedural steps provided in 41 C.F.R. Part 60-30 for a final administrative order.
51. The parties waive any right to challenge or contest the validity of the provisions of this Decree.
52. Each party agrees to pay its own fees, costs, and other expenses incurred at any stage of these proceedings.
53. The Office of Administrative Law Judges shall retain jurisdiction of this proceeding for the sole purpose of enforcing implementation of this Decree in accordance with its terms. The Office of Administrative Law Judges shall retain jurisdiction of this case for a period of two (2) years following the Effective Date of the Decree.
54. AmeriQual agrees that OFCCP may review compliance with this Consent Decree. If at any time during the term of this Decree, OFCCP believes that AmeriQual has violated any portion of this Consent Decree, AmeriQual will be promptly notified in writing. This notification will include a statement of the facts and circumstances relied upon by OFCCP in forming that belief. AmeriQual will have fifteen (15) calendar days in which to respond in writing to the allegations of violation,

except in those circumstances where OFCCP alleges that such a delay would result in irreparable injury.

55. Enforcement proceedings for violation of this Consent Decree may be initiated at any time after the fifteen (15) day period has elapsed (or sooner if irreparable injury is alleged), upon filing with the Office of Administrative Law Judges of a motion for an order of enforcement and/or sanctions. The Administrative Law Judge may, if he or she deems it appropriate, schedule an evidentiary hearing on the motion. The issues in a hearing on the motion shall relate solely to the issues of the factual and legal claims made in the motion.

56. Liability for violation of this Decree may subject AmeriQual and its successors, assigns, division or subsidiaries to the sanctions set forth in the Executive Order and its implementing regulations and other appropriate relief.

57. If a motion for an order of enforcement or clarification is unopposed by Plaintiff or Defendant, as appropriate, the motion may be presented to the Administrative Law Judge without hearing, and the proposed order may be implemented immediately. If said application or motion is opposed by any party, the party in opposition shall file a written response within twenty (20) calendar days of service of such motion.

**WHEREFORE**, the parties move that an Order be entered adopting the above Consent Decree as the final disposition of this matter.

**IT IS SO ORDERED, ADJUDGED AND DECREED:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
**Administrative Law Judge**

**AGREED BY:**

**COUNSEL FOR OFCCP:**

**M. PATRICIA SMITH**  
Solicitor of Labor

**CHRISTINE Z. HERI**  
Regional Solicitor

**(b) (6), (b) (7) (c)**

**CATHERINE L. HOMOLKA**  
Trial Attorney

U.S. Dept. of Labor  
Office of the Solicitor  
230 S. Dearborn St., Rm 844  
Chicago, IL 60604

**(b) (6), (b) (7) (c)**

**BRADLEY ANDERSON**  
Regional Director  
Office of Federal Contract Compliance  
Programs – Midwest Regional Office

DATED: 01/17/2017

**COUNSEL FOR AMERIQUAL GROUP,**

**LLC**

**(b) (6), (b) (7) (c)**

**MARY LEE SCHIFF**  
Ziemer Stayman Weitzel & Shoulders, LLP  
P.O. Box 916  
Evansville, IN 47706-0916  
T: (812) 424-7575

**ALISSA A. HORVITZ**  
**JOSHUA S. ROFFMAN**  
Roffman Horvitz, PLC  
8260 Greensboro Drive, Suite 550  
McLean, VA 22102

**(b) (6), (b) (7) (c)**

**MIRSADA SALIHOVIC**  
Vice President of Human Resources  
AmeriQual Group, LLC

DATED: 1/16/17

**Attachment A**  
**CLASS MEMBER LIST**

1. (b) (6), (b) (7) (c)
2. [REDACTED]
3. [REDACTED]
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162. (b) (6), (b) (7) (c)  
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## Attachment B

*You may be eligible to get money and a job because of a legal settlement between AmeriQual Group, LLC and the U.S. Department of Labor but you must take immediate action*

*We are writing to provide information about a legal settlement between the U.S. Department of Labor and AmeriQual Group, LLC (“AmeriQual”) that may benefit you. This settlement involves claims of discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and/or a job with AmeriQual.*

### **ARE YOU AFFECTED?**

Certain Males who applied and were not hired for an entry-level Production I Job Title position at AmeriQual’s production facility, located at 18200 Highway 41 North, Evansville, Indiana, between November 18, 2010 through September 26, 2011 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 AmeriQual’s hiring practices during the period from November 18, 2010 through September 26, 2011. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP issued a Notice of Violations and a Notice to Show Cause alleging that AmeriQual discriminated against males in hiring for Production I Job Title positions during the period from November 18, 2010 through September 26, 2011. AmeriQual denies those claims. Ultimately, OFCCP and AmeriQual have agreed to resolve the issue through a Consent Decree. A Consent Decree is a legal document that explains the terms of an agreement to settle a Notice to Show Cause issued by OFCCP.

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

Because you applied for, or were considered for, a Production I Job Title position during the relevant time frame, and were not hired, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$1,472.99** (before taxes). This payment represents your share of back wages and other payments AmeriQual 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) AmeriQual will be making job offers for Production positions to some of the individuals receiving this notification. It is not guaranteed that you will receive a job offer. If you are interested in a job with AmeriQual, please express your interest on the enclosed Claim Form.

### **WHAT IS YOUR NEXT STEP?**

You should read this Notice, the “Claim Form – Affected Applicants” and the “Release of Claims Under Executive Order 11246” enclosed herewith.

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

To be eligible for a payment and possibly a job, you must complete, sign, and return **both** the following enclosed documents, (1) Claim Form-Affected Applicants and (2) Release of Claims Under Executive Order 11246 form by **[X date]** to:

**AmeriQual Group, LLC  
c/o Mary Lee Schiff, Attorney  
P.O. Box 916  
Evansville, Indiana 47706-0916  
Phone: 812-867-1444**

**The documents must be postmarked by [insert actual date].**

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 documents, a final decision will be made about your eligibility.

**If you fail to return both of the required documents by the deadline or if your documents do not verify your eligibility you will not be eligible to receive any money, consideration for job opportunities or any other relief provided to you by the settlement.**

### **HOW CAN YOU GET MORE INFORMATION?**

If you have any questions, you may contact **Lauren Hicks, District Director, Office of Federal Contract Compliance Programs, Indianapolis District Office (317) 226-5860**. 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 C

Claim Form – Affected Applicants

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**PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS CLAIM FORM.**

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

**DEADLINE TO RESPOND IS XX DAY, XX MONTH, XXXX YEAR**

If you complete this Claim Form, 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 an award (such as money or a job offer), you must complete and return this Claim Form **and** the Release of Claims Under Executive Order 11246 form postmarked or hand-delivered on or before [*Deadline above*], to

**AmeriQual Group, LLC  
c/o Mary Lee Schiff, Attorney  
P.O. Box 916  
Evansville, Indiana 47706-0916  
Phone: 812-867-1444**

If you do not submit a properly completed Claim Form and Release Form on or before ***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.

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

**This Claim 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.**

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

Name: \_\_\_\_\_

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.*

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

- Yes, I am still interested in an entry-level Production I Job Title position with AmeriQual at its facility located at 18200 Highway 41 North, Evansville, Indiana 47725.
- No, I am not interested in a Production position with AmeriQual.

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

**AmeriQual Group, LLC  
c/o Mary Lee Schiff, Attorney  
P.O. Box 916  
Evansville, Indiana 47706-0916  
Phone: 812-867-1444**

**Attachment D**

**RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246**

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**PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY AND/OR A POTENTIAL JOB OFFER FROM THE SETTLEMENT**

**This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for AmeriQual ("Contractor") providing you with money and/or a potential job offer, you agree that you will not file any lawsuit against Contractor for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for Production 1 Job Title positions at the Contractor's facility located at 18200 Highway 41 North, Evansville, Indiana 47725. It also says that Contractor 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 and/or a potential job offer.**

In consideration of the payment of at least \$1,472.99(less deductions required by law) and/or a potential job offer for a Production position by Contractor to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Contractor, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to the selection procedures for applicants for Production positions at the Contractor's facility, located at 18200 Highway 41 North, Evansville, Indiana 47725, during the period from November 18, 2010 through September 26, 2011.

II.

I understand that Contractor denies that it treated me unlawfully or unfairly in any way and that Contractor entered into a Consent Decree with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment and/or a potential job offer described above to resolve without further legal proceedings all issues related to OFCCP's compliance reviews of Contractor initiated on October 15, 2012. I further

agree that the payment of the aforesaid sum and/or a potential job offer by Contractor to me is not to be construed as an admission of any liability by Contractor.

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.

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

**AmeriQual Group, LLC  
c/o Mary Lee Schiff, Attorney  
P.O. Box 916  
Evansville, Indiana 47706-0916  
Phone: 812-867-1444**

such that it is postmarked or hand-delivered by [DATE], I will not be entitled to receive any payment (less deductions required by law) and/or a potential job offer for a Production 1 Job Title position.

IN WITNESS WHEREOF, I have signed this document of my own free will.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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