

# CONCILIATION AGREEMENT

Between

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

and

CB&I (formerly SHAW MAINTENANCE, INC. (Deer Park, Texas)),  
CB&I (formerly SHAW SERVICES LLC (Lake Charles, Louisiana)),  
CB&I (formerly SHAW MAINTENANCE, INC. (Walker, Louisiana)), and  
CB&I (formerly SHAW GLOBAL ENERGY SERVICES, INC. (Delcambre, Louisiana))

## **PART I. PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated CB&I’s (“CB&I”), formerly Shaw, facilities under the following names at the following facilities:

Shaw Maintenance, Inc., 1000 Tidal Road, Deer Park, TX 77536 (“CB&I Deer Park”);  
Shaw Services LLC, 3191 W. Lincoln Road, Lake Charles, LA 70605 (“CB&I Lake Charles”);  
Shaw Maintenance, Inc.; 30103 Sunland Drive, Walker LA 70785 (“CB&I Walker”); and  
Shaw Global Energy Services, Inc., 10404 Twin Port Road, Delcambre, LA 70528 (“CB&I Delcambre”) (collectively the “Facilities”).

OFCCP found that CB&I was not in compliance with the Executive Order 11246, as amended (“E.O. 11246”) and implementing regulations at 41 C.F.R. Sections 60-1, 60-2 and 60-3. OFCCP notified CB&I of the alleged specific violations found and the corrective actions required in Notices of Violations issued on September 25, 2017. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and CB&I enter this Conciliation Agreement (“Agreement”) and agree to all the terms stated below.

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

1. In exchange for CB&I’s fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violations described in more detail in Part III below. 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 CB&I violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. CB&I 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. CB&I will permit access to its Deer Park, Lake Charles, Walker, and/or Delcambre premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.

3. CB&I understands that nothing in this Agreement relieves CB&I of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 ("Section 503"), and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended ("VEVRAA"), their implementing regulations, and other applicable equal employment laws.
4. CB&I promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, 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 C.F.R. § 60-1.32(a).
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all 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, signed by all parties.
7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day it is signed by the Regional Director of the Southwest and Rocky Mountain Region (the "Effective Date") unless the Director of OFCCP indicates otherwise within 45 calendar days of the date the Regional Director signs the Agreement.
9. This Agreement will expire sixty (60) days after CB&I submits the final progress report required in Part IV (D), below, unless OFCCP notifies CB&I in writing prior to the expiration date that CB&I has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines that CB&I has met all of its obligations under the Agreement.
10. If CB&I violates this Conciliation Agreement,
  - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
    - 1) If OFCCP believes that CB&I violated any term of the Agreement while it was in effect, OFCCP will send CB&I a written notice stating the alleged violations and summarizing any supporting evidence within 15 days of identifying an alleged violation.
    - 2) CB&I will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Agreement unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.

- 3) If CB&I 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.
- 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.** CB&I 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.

11. This Agreement does not constitute an admission by CB&I of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that CB&I violated any laws.

### **PART III. SPECIFIC VIOLATIONS AND REMEDIES**

1. **VIOLATION:** OFCCP found that CB&I is not in compliance with 41 CFR § 60-1.4 (a)(1). OFCCP's analysis of CB&I's hiring process and selection procedures revealed the following:

- **CB&I Deer Park** – During the review period of May 2, 2011 through May 1, 2013, OFCCP's analysis of Job Group 6 – Craft Workers revealed a pattern or practice of disparate treatment discrimination against female, white, black, Asian, and Native American applicants.

OFCCP found that female applicants who applied for Craft Worker positions in Job Group 6 were impacted at (b) (7)(E) standard deviations with a shortfall of 12.

OFCCP's analysis of CB&I's hiring process and selection procedures for Job Group 6 also revealed a pattern or practice of disparate treatment discrimination against white, black, Asian, and Native American applicants when compared to Hispanic applicants during the review period. OFCCP found that white applicants were impacted at (b) (7)(E) standard deviations with a shortfall of 96; black applicants at (b) (7)(E) standard deviations with a shortfall of 20; Asian applicants at (b) (7)(E) standard deviations with a shortfall of 6; and Native American applicants at (b) (7)(E) standard deviations with a shortfall of 6.

The total shortfall for the Deer Park facility is 140.

- **CB&I Delcambre** – During the period of May 2, 2011 through May 2, 2013, OFCCP's analysis found that CB&I engaged in a pattern or practice of disparate treatment discrimination against applicants who identified as white for Carpenter positions; white, black and Hispanic for Pipefitter positions; and white and Hispanic for Welder positions.

For the Carpenter positions, OFCCP's analysis found a statistically significant disparity for white applicants at (b) (7)(E) standard deviations and a shortfall of six for the period of September 1, 2012 through December 18, 2012.

For the Pipefitter position, OFCCP's analysis found statistically significant disparities for white, black and Hispanic applicants with a total shortfall of six (4 white, 1 black and 1 Hispanic).

For the Welder position, OFCCP's analysis found statistically significant disparities for white and Hispanic applicants with a total shortfall of eight (3 white and 5 Hispanic).

- **CB&I Walker** - During the period of April 1, 2011 through March 28, 2013 OFCCP found that CB&I engaged in a pattern or practice of disparate treatment discrimination against applicants who identified as female and black for Industrial Laborer positions and those identified as black for Shop Welder positions.

For the Industrial Laborer position, OFCCP's analysis found a statistically significant disparity for females at (b) (7)(E) standard deviations with a shortfall of 13. In addition, OFCCP's analysis found a statistically significant disparity for black applicants at (b) (7)(E) standard deviations with a shortfall of 17. The adjusted shortfall between the black and female Industrial Laborer applicants is 24.

For the Shop Welder position, OFCCP's analysis found a statistically significant disparity for black applicants of (b) (7)(E) standard deviations with a shortfall of eight.

- **CB&I Lake Charles** - During the period of April 15, 2011 through at least April 14, 2013 OFCCP found that CBI engaged in a pattern or practice of disparate treatment discrimination against applicants who identified as black for Administrative Assistant 1 and Shop Painter positions.

For the Administrative Assistant 1, OFCCP's analysis found a statistically significant disparity for black applicants at (b) (7)(E) standard deviations with a shortfall of five.

For the Shop Painter position, OFCCP's analysis found a statistically significant disparity for black applicants at (b) (7)(E) standard deviations with a shortfall of six.

**REMEDY:** CB&I agrees to immediately cease any hiring practices and/or policies that unlawfully adversely impact applicants for employment on the basis of gender, race and/or ethnicity and will take the following corrective actions with respect to the Facilities:

- a) **Revision of the Hiring Process, Implementation, and Training:** Within 60 calendar days of the Effective Date of this Agreement, and for any Facility that has ongoing hiring opportunities, CB&I will provide a written copy of its revised policies and procedures that the company will use to recruit, track and hire applicants (hereinafter the "Revised Hiring Process") at the Facilities. The Revised Hiring Process will contain the following:
  - i. Procedures to recruit job seekers for the impacted job groups/titles, including mandatory listings, outreach efforts, and the use of the Internet as a recruitment procedure.

- ii. The qualifications and criteria to be used to place job seekers into the applicant pool(s).
- iii. The qualifications and criteria to be used to eliminate and/or select job seekers at each step of the hiring process, including the qualifications and criteria to be used in any application screen, interview, test, post-hiring screen or other selection procedure.
- iv. Procedures to ensure job seekers are tracked and decisions are documented at each step in the hiring process.
- v. Procedures to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3.

Thereafter, within 90 calendar days of the Effective Date of this Agreement, and for any Facility that has ongoing hiring opportunities, CB&I will fully implement the Revised Hiring Process and will provide training on the Revised Hiring Process to all individuals involved in any way in the recruitment, selection or tracking of applicants at the Facilities. CB&I will also train any individuals hired or transferred into such positions at the Facilities 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 (i) through (v) above.

- b) Notification. Within 30 calendar days of the Effective Date of this Agreement, CB&I shall notify the Class Members listed in Attachments 1A (Deer Park), 1B (Delcambre), 1C (Walker) and 1D (Lake Charles) of the terms of this Agreement by mailing by first class mail to each Class Member the Notice Form ("Notice" - Attachments 2A (Deer Park), 2B (Delcambre), 2C (Walker) and 2D (Lake Charles)), the Claim Form (Attachments 3A (Deer Park, Walker and Lake Charles) and 3B (Delcambre)), the Release of Claims Under Executive Order 11246 ("Release" - Attachments 4A (Deer Park), 4B (Delcambre), 4C (Walker) and 4D (Lake Charles)), and a postage paid return envelope. CB&I will notify OFCCP weekly of all letters returned as undeliverable. In addition, within 75 calendar days of the effective date, CB&I will provide a list to OFCCP of those Class Members who have not yet responded to the Notice and/or have not returned a fully executed Claim Form and Release. OFCCP will then initiate efforts to locate those Class Members and provide the updated contact information to CB&I. OFCCP will provide updated address information to CB&I within ten calendar days of receiving the list. CB&I agrees to mail by first class mail a second Notice, Claim Form, Release, and postage paid return envelope to Class Members OFCCP locates within five days of receipt of the new contact information.
- c) Eligibility. All Class Members listed on Attachments 1-A, 1-B, 1-C, and 1-D who sign and return the Release and Claim Form to either CB&I or OFCCP within 120 calendar days of the Effective Date of the Agreement ("Eligible Class Members") will equally share the monetary settlement, and those Eligible Class Members who indicate an interest in employment will be eligible to be considered for an open position at the respective facility pursuant to this Agreement, except for the Class Members who applied for a position at CB&I Delcambre. If a Class Member receives, but does not return a fully executed Release and Claim Form to CB&I or OFCCP within 120 calendar days of the Effective Date of the Agreement, the Class Member will no longer be entitled to any monetary settlement, offer of employment, or any other relief pursuant to this Agreement.

Within 140 calendar days of the Effective Date of this Agreement, CB&I will provide OFCCP with the lists of all Eligible Class Members who returned the Claim Form and Release within 120 calendar days of the Effective Date of the Agreement, along with a copy of each executed Release and Claim Form it received. OFCCP will provide CB&I with all original executed Release and Claim Forms it received. Within 150 calendar days from the Effective Date, OFCCP will review and approve the final list of Eligible Class Members or discuss with CB&I any issues necessary to finalize the list, such as the inclusion or exclusion of certain 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 are entitled to a share of the monetary settlement regardless of whether they are interested in employment with CB&I.

- d. Employment. CB&I will extend job offers as positions in the impacted job groups/titles become available at the Facilities to qualified Eligible Class Members who have previously not been employed with CB&I or who are eligible for rehire with CB&I, and who express an interest in employment with CB&I until 140 Eligible Class Members are hired at CB&I Deer Park, 32 Eligible Class Members are hired at CB&I Walker, and 11 Eligible Class Members are hired for CB&I Lake Charles or until the list of Eligible Class Members expressing an interest in employment is exhausted, whichever occurs first. Due to the closing of the CB&I Delcambre facility, there will be no offers of employment at that Facility.

Eligible Class Members will be considered for employment in the order that CB&I receives their Claim Forms or until the list of Eligible Class Members expressing an interest in employment is exhausted, whichever occurs first. Eligible Class Members who indicate an interest in employment on their completed Interest Form must meet the hiring qualifications and criteria listed in the Claim Form. If CB&I 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 to the particular facility. CB&I must initiate its hiring of Eligible Class Members and will 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.

Eligible Class Members shall be responsible for notifying CB&I of any changes in their addresses or other contact information, and must successfully complete CB&I's hiring process. CB&I shall not impose more stringent or different hiring criteria to the Eligible Class Members. Eligible Class Members will be allowed at least one week to accept an offer of hire and an additional two weeks to report for work after being sent a written job offer by CB&I. Eligible Class Members hired into positions in the impacted job groups/titles must be paid the current wage rate for the position as stated in each facility's current contract and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other similarly situated employees.

- e) Monetary Settlement. In settlement of all claims that were or could have been brought by OFCCP for back pay and other monetary relief to the class members, CB&I agrees to pay One Million Nine Hundred Fifty Thousand Dollars (\$1,950,000.00) to Eligible Class Members. The monetary settlement is a negotiated amount that represents estimated back pay and interest and takes into account tenure and interim earnings.

Within 140 calendar days of the Effective Date of this Agreement, CB&I will provide OFCCP with the lists of all Eligible Class Members who returned the Claim Form and Release within <sup>120</sup>~~135~~ calendar days of the Effective Date of the Agreement, along with a copy of each executed Release and Claim Form it received. OFCCP will provide CB&I with all original executed Release and Claim Forms it received. Within <sup>129</sup>~~155~~ calendar days from the Effective Date, OFCCP will review and approve the final list of Eligible Class Members or discuss with CB&I <sup>150</sup> any issues necessary to finalize the list, such as the inclusion or exclusion of certain 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 are entitled to a share of the monetary settlement regardless of whether they are interested in employment with CB&I. <sup>MLS</sup>

- d. Employment. CB&I will extend job offers as positions in the impacted job groups/titles become available at the Facilities to qualified Eligible Class Members who have previously not been employed with CB&I or who are eligible for rehire with CB&I, and who express an interest in employment with CB&I until 140 Eligible Class Members are hired at CB&I Deer Park, 32 Eligible Class Members are hired at CB&I Walker, and 11 Eligible Class Members are hired for CB&I Lake Charles or until the list of Eligible Class Members expressing an interest in employment is exhausted, whichever occurs first. Due to the closing of the CB&I Delcambre facility, there will be no offers of employment at that Facility.

Eligible Class Members will be considered for employment in the order that CB&I receives their Claim Forms or until the list of Eligible Class Members expressing an interest in employment is exhausted, whichever occurs first. Eligible Class Members who indicate an interest in employment on their completed Interest Form must meet the hiring qualifications and criteria listed in the Claim Form. If CB&I 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 to the particular facility. CB&I must initiate its hiring of Eligible Class Members and will 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.

Eligible Class Members shall be responsible for notifying CB&I of any changes in their addresses or other contact information, and must successfully complete CB&I's hiring process. CB&I shall not impose more stringent or different hiring criteria to the Eligible Class Members. Eligible Class Members will be allowed at least one week to accept an offer of hire and an additional two weeks to report for work after being sent a written job offer by CB&I. Eligible Class Members hired into positions in the impacted job groups/titles must be paid the current wage rate for the position as stated in each facility's current contract and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other similarly situated employees.

- e) Monetary Settlement. In settlement of all claims that were or could have been brought by OFCCP for back pay and other monetary relief to the class members, CB&I agrees to pay One Million Nine Hundred Fifty Thousand Dollars (\$1,950,000.00) to Eligible Class Members. The monetary settlement is a negotiated amount that represents estimated back pay and interest and takes into account tenure and interim earnings.

Within 30 calendar days of the Effective Date of this Agreement, CB&I will deposit \$1,950,000 in an interest-bearing escrow account for distribution to the Eligible Class Members. The \$1,950,000 amount consists of \$1,716,000 in back pay and \$234,000 in interest.

CB&I agrees to distribute the amount less legal deductions required by law from back pay only (such as federal, state and/ or local taxes and the Eligible Class Members' share of FICA taxes), in equal shares among all Eligible Class Members. CB&I will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings 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 the portion of the payment representing interest. These IRS forms will be mailed either with the settlement check or by the deadline imposed by applicable law. CB&I will disburse the monetary settlement within 30 calendar days after OFCCP approves and provides CB&I with a copy of the final lists of Eligible Class Members for each facility.

Within ten calendar days of CB&I's receipt of a check to an Eligible Class Member returned as undeliverable, CB&I will notify OFCCP of this fact via e-mail to District Director Karen Hyman at (b) (6), (b) (7)(C)@dol.gov for the CB&I Deer Park facility and District Director Rachel Woods at (b) (6), (b) (7)(C)@dol.gov for the CB&I Delcambre, CB&I Walker, and CB&I Lake Charles facilities. OFCCP will attempt to locate the Eligible Class Member and if OFCCP obtains an alternate address, CB&I will re-mail the check within ten calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 calendar days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds, CB&I will make a second distribution to all Eligible Class Members who cashed their first checks if the amount of uncashed funds will result in a payment of \$40.00 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 \$40.00 to each located Eligible Class Member, CB&I 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 (a) of Remedy for Violation 1.

2. **VIOLATION:** OFCCP found that CB&I failed to preserve and make available for inspection all personnel and employment records in accordance with the requirements of 41 C.F.R. § 60-1.12(a) and 41 C.F.R. § 60-3. Specifically, during the review period, OFCCP alleges CB&I failed to preserve all applications, interview notes, background checks and substance abuse results at the facilities.

**REMEDY:** CB&I will ensure that all personnel and employment records are collected and maintained in accordance with the requirements of 41 C.F.R. § 60-1.12(a) and Part 60-3.

3. **VIOLATION:** OFCCP found that CB&I failed to conduct and have available for inspection adverse impact analyses in accordance with the requirements of 41 C.F.R. § 60-2.17(b), 60-3.4A and 603.15A2. Specifically, OFCCP alleges CB&I failed to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment exist.

**REMEDY:** CB&I must perform in-depth analysis of its total employment process to determine whether and where impediments to equal employment opportunity exist. CB&I

will conduct adverse impact analyses, as that term is defined in 41 C.F.R. § 60-3.4D, for each facility and will maintain and have available for inspection records or other information which will disclose the impact which its tests and other selection procedures have upon employment opportunities of persons by identifiable race, sex or ethnic group in hiring, promotion, termination and other personnel activities. These analyses must be done 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, CB&I must 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. CB&I must also identify adverse impact in its identification of problems areas.

4. **VIOLATION:** OFCCP found that CB&I is not in compliance with 41 C.F.R. § 60-2.17(c). OFCCP alleges CB&I failed to adequately develop and execute action-oriented programs designed to correct any identified problems and attain established goals and objectives for all impacted job groups or job titles at the facilities.

**REMEDY:** CB&I will develop and execute action-oriented programs designed to correct any identified problems and attain established goals and objectives. CB&I must ensure that its action-oriented programs consist of more than the same procedures which have previously produced inadequate results. CB&I must make good faith efforts to remove identified barriers, expand employment opportunities, and produce measurable results.

#### **PART IV. REPORTS REQUIRED**

CB&I must submit the documents and reports as described below within the required timeframes to:

- For CB&I Deer Park - Karen N. Hyman, District Director, OFCCP-Houston District Office, 2320 La Branch Street, Suite 1103, Houston, TX 77004, and
- For CB&I Delcambre, CB&I Walker, and CB&I Lake Charles – Rachel M. Woods, District Director, OFCCP-New Orleans District Office, 600 S. Maestri Place, Room 805, New Orleans, LA 70130.

1. Within 30 calendar days of the Effective Date of this Agreement, CB&I will provide OFCCP with the name and contact information of the person who can provide the current balance of the account and the amount of accrued interest in the escrow account holding the designated monetary settlement funds.
2. Within 60 calendar days of the Effective Date of this Agreement, CB&I will submit a copy of the written Revised Hiring Process described in Part III – Paragraph (a) of the Remedy for Violation #1.
3. Pursuant to Paragraph (a) of Remedy 1, with the first progress report as described below, CB&I will provide OFCCP with documentation that all managers, supervisors and other personnel involved in recruiting, selecting, or tracking applicants at the Facilities 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, CB&I shall submit all documents and information referenced in paragraphs (b) and (c) of Remedy 1. Such documents and information 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 within 60 calendar days of the Effective Date of the Agreement, and a list of Eligible Class Members who have returned a signed Claim Form and Release within 120 calendar days of the Effective Date.

CB&I must submit four progress reports covering each six-month period this Agreement is in effect. The first progress report will be due seven months after the Effective Date of this Agreement and will cover the six-month period beginning on the Effective Date. Each subsequent report will cover the successive six-month period and must be submitted within 30 calendar days after the close of that six-month period.

Pursuant to Remedy 1, CB&I 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. CB&I 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 affected positions at the Facilities in accordance with this Agreement, including name, date of offer/hire, job title of position offered/hired into, whether the offer was accepted and, if so, the start date, and rate of pay and benefits;
- 3) For Eligible Class Members who were considered for employment but were not hired, CB&I will provide the reason for non-selection and all relevant documentation (e.g., documentation that the interested Eligible Class Member declined a job offer, etc.);

CB&I will continue submitting the information in subsections 1-3 above in the four semi-annual progress reports until OFCCP determines that the back pay has been fully paid and either (a) the offer/hire obligations have been met, or the list of Eligible Class Members interested in a position at the designated facility has been exhausted, whichever occurs first. If complete documentation is provided in one or more progress reports, it need not be resubmitted in a subsequent progress report.

Pursuant to Violations 3 and 4, CB&I will submit the following in each semi-annual progress report: (The following is not required for the CB&I Delcambre facility due to the closure. Should the other facilities close during the course of the reporting period, CB&I will provide documentation of the closure to OFCCP and OFCCP will determine if adjustments should be made to the following reporting requirements.)

- 1) The total number of applicants and hires broken down by race, gender and ethnic group (to the extent known) for the affected job groups/titles at each facility during the respective reporting period, including all part time and seasonal workers.
- 2) The results of CB&I's analysis by facility and position covered by this Agreement as to whether its total selection process has adverse impact, as that term is defined in 41 C.F.R. § 60-3.4D, on those members of groups set forth in 41 C.F.R. §60-3.4B. For purposes of the adverse impact analyses, CB&I must not include hires made of Eligible Class Members pursuant to this Agreement in that analysis. With respect to the adverse impact analyses, for all progress reports except the first, CB&I shall combine the data for the current report with the data from the previous report(s) to analyze at least a 12-month period. OFCCP may analyze a period longer than 12 months to determine if adverse impact exists.
- 3) 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 CB&I's evaluation of the individual components of the selection process for adverse impact;
- 4) The actions taken by CB&I upon determining that any component of the selection process has an adverse impact on members of groups set forth in subparagraphs 1 and/or 2 above.

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

CB&I agrees not to repeat the above violations.

All dates and deadlines in this Agreement may be modified or extended by written agreement.

**Part V. SIGNATURES**

This Conciliation Agreement is hereby executed by and between the OECCP and CB&I.

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

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

Luke Scorsone  
Executive Vice President, Fabrication Services  
CB&I

Melissa L. Speer  
Regional Director  
Southwest and Rocky Mountain Region

Date: 6 OCT 17

Date: 10-10-2017

**Attachments:**

- Attachment 1A, Affected Class for CB&I Deer Park
- Attachment 1B, Affected Class for CB&I Delcambre
- Attachment 1C, Affected Class for CB&I Walker
- Attachment 1D, Affected Class for CB&I Lake Charles
- Attachment 2A, Notice Form for CB&I Deer Park
- Attachment 2B, Notice Form for CB&I Delcambre
- Attachment 2C, Notice Form for CB&I Walker
- Attachment 2D, Notice Form for CB&I Lake Charles
- Attachment 3A, Claim Form for CB&I Deer Park, Walker and Lake Charles
- Attachment 3B, Claim Form for CB&I Delcambre
- Attachment 4A, Release of Claims Under Executive Order 11246 for CB&I Deer Park
- Attachment 4B, Release of Claims Under Executive Order 11246 for CB&I Delcambre
- Attachment 4C, Release of Claims Under Executive Order 11246 for CB&I Walker
- Attachment 4D, Release of Claims Under Executive Order 11246 for CB&I Lake Charles
- Attachment 5, Reporting Timeline

Count	Last Name	First Name	Race	Date Applied
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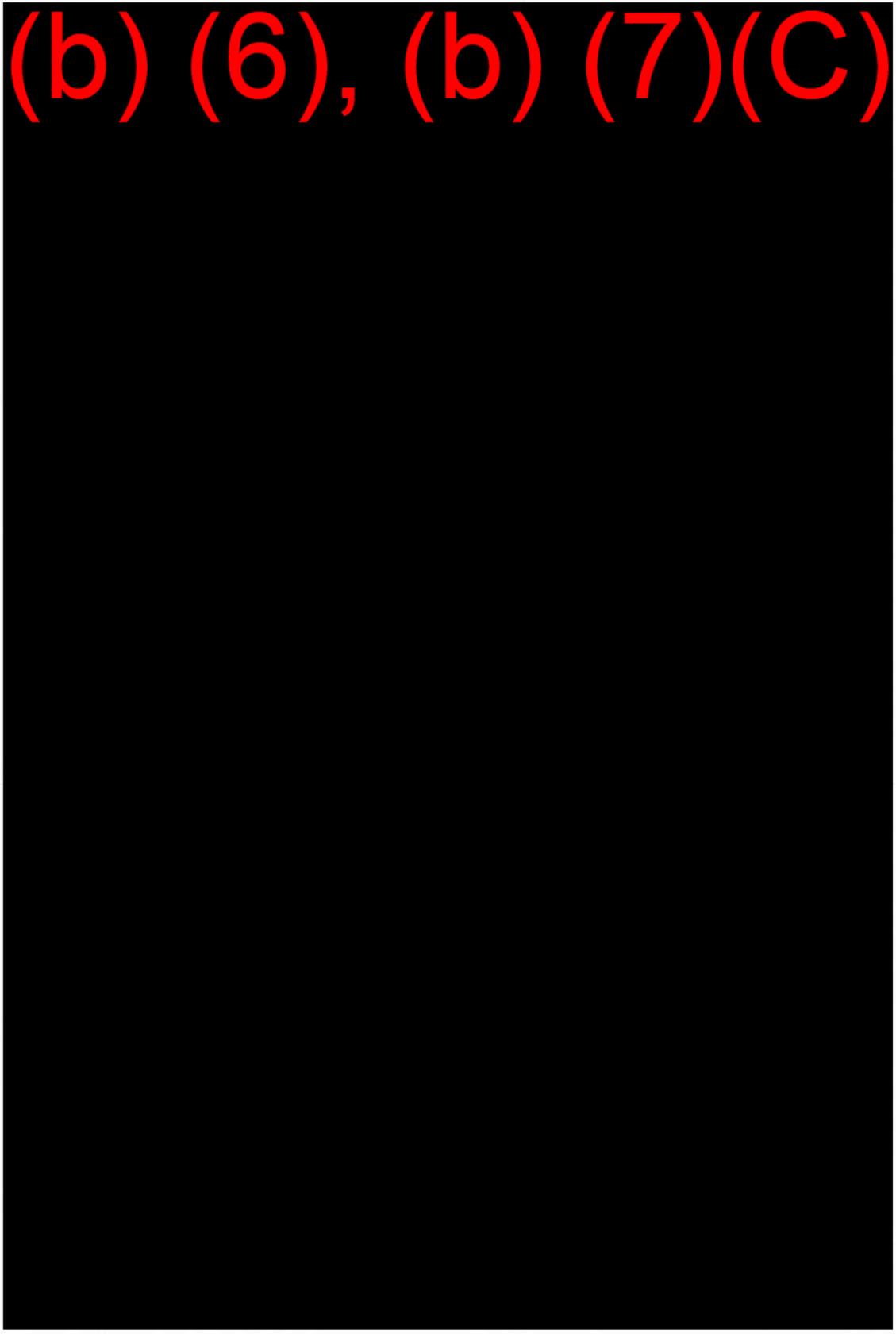
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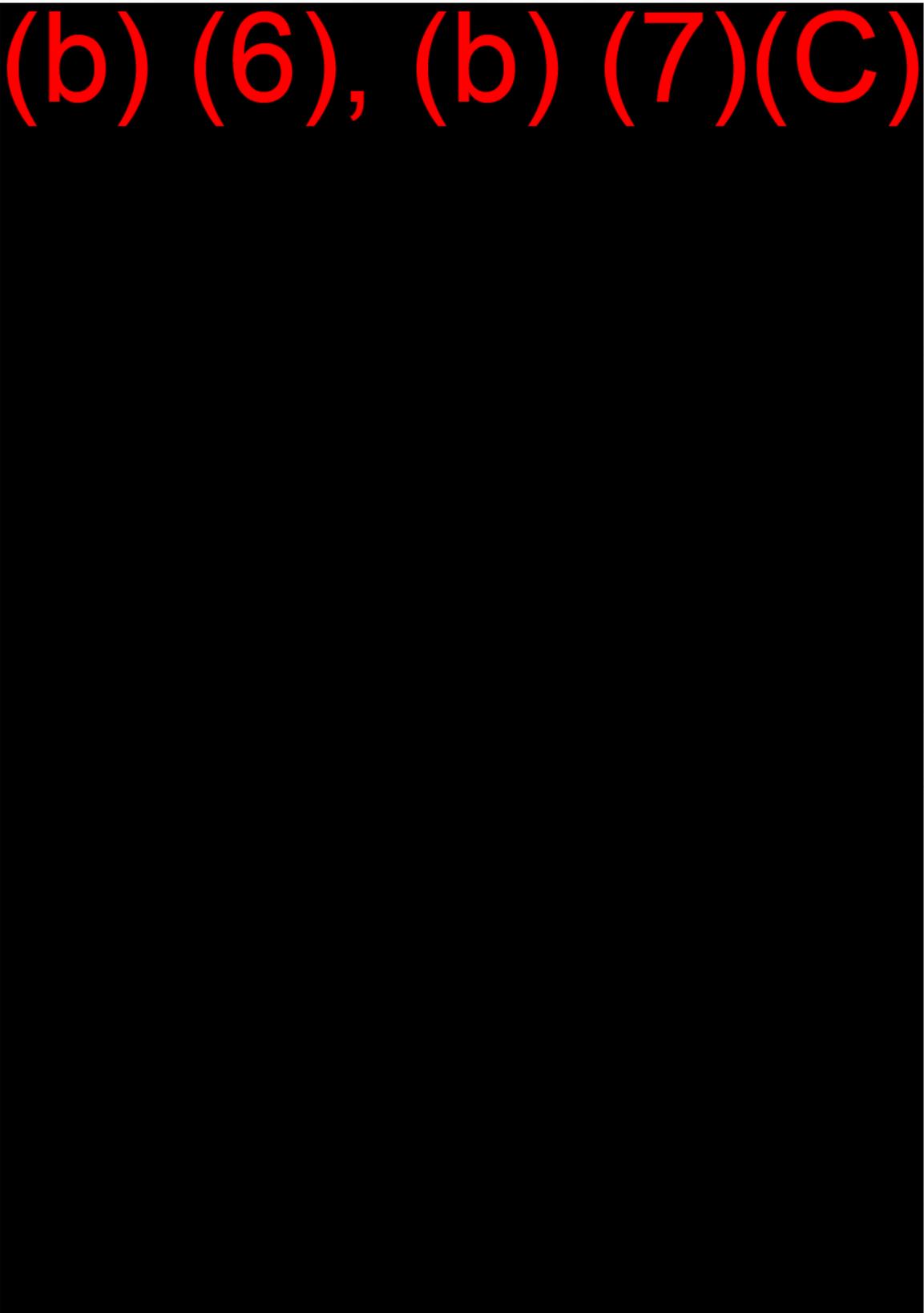
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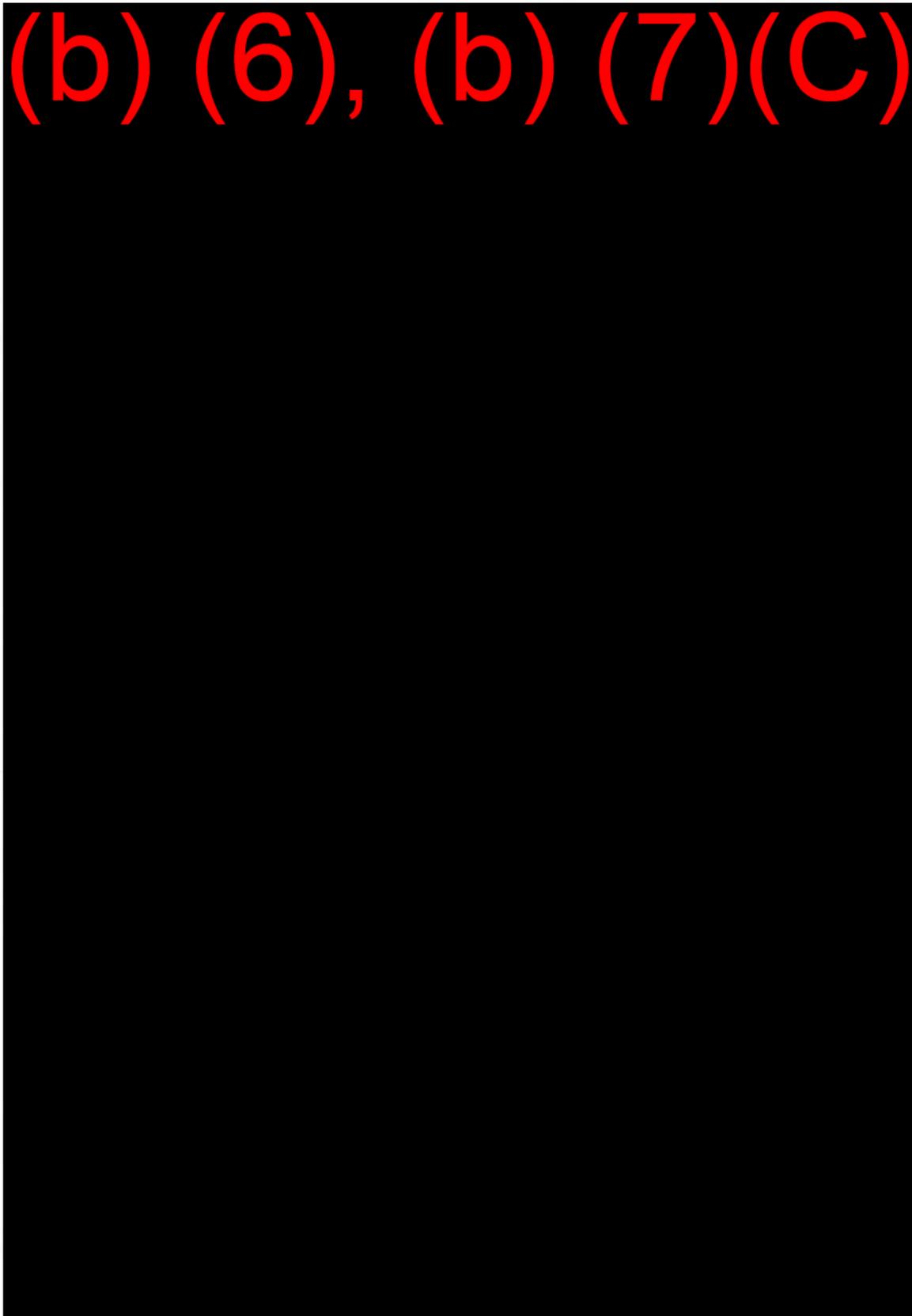


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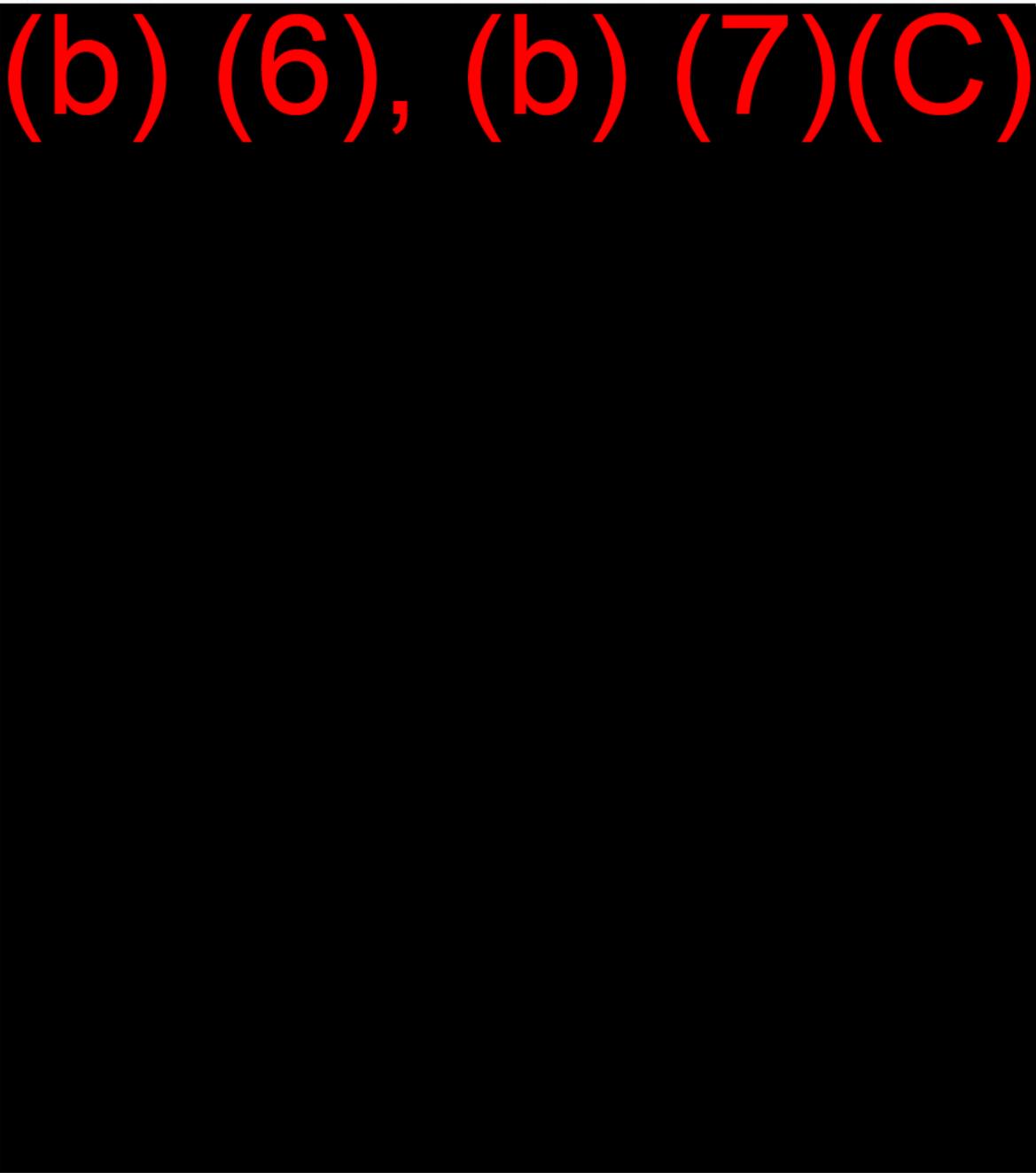
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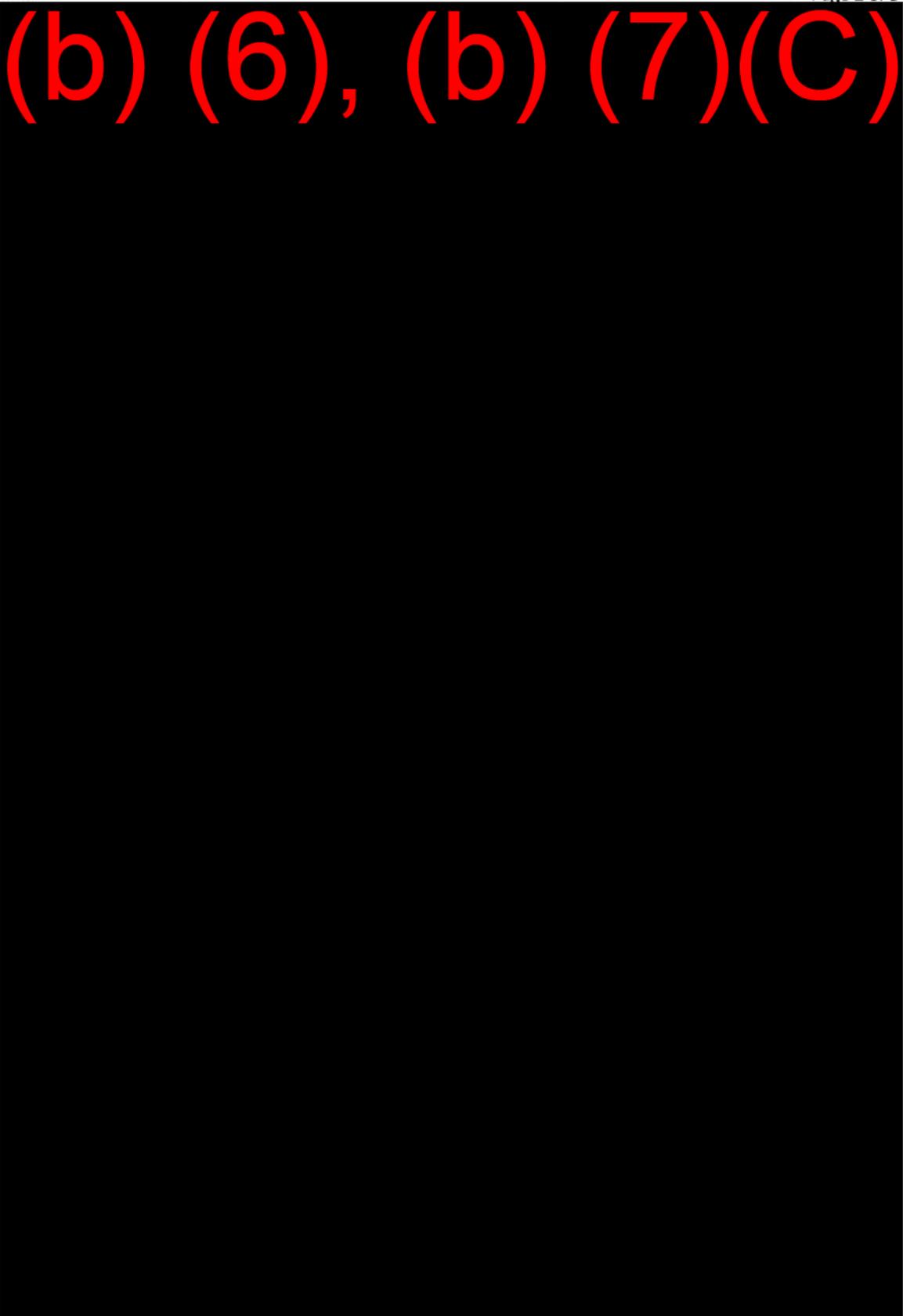
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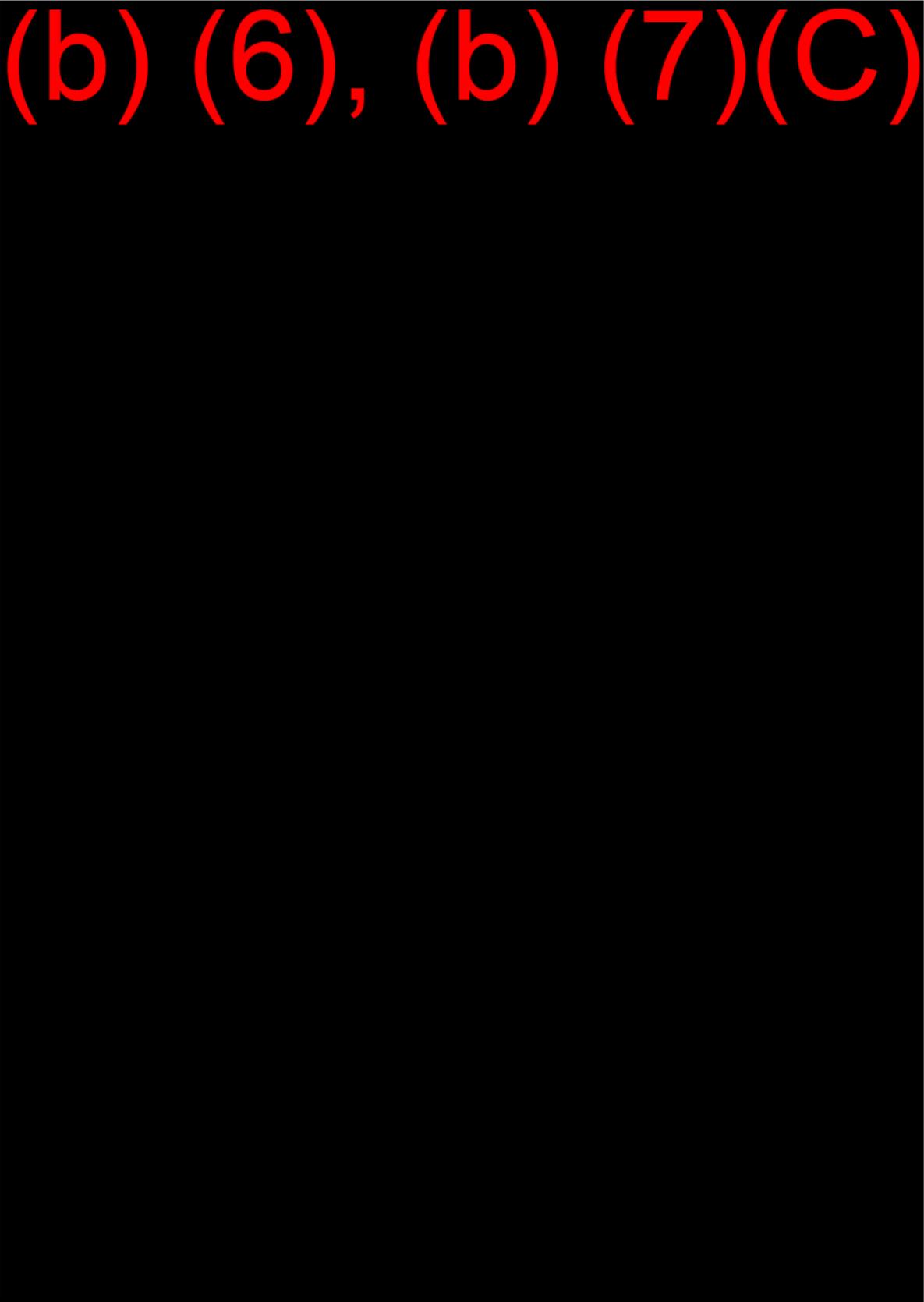
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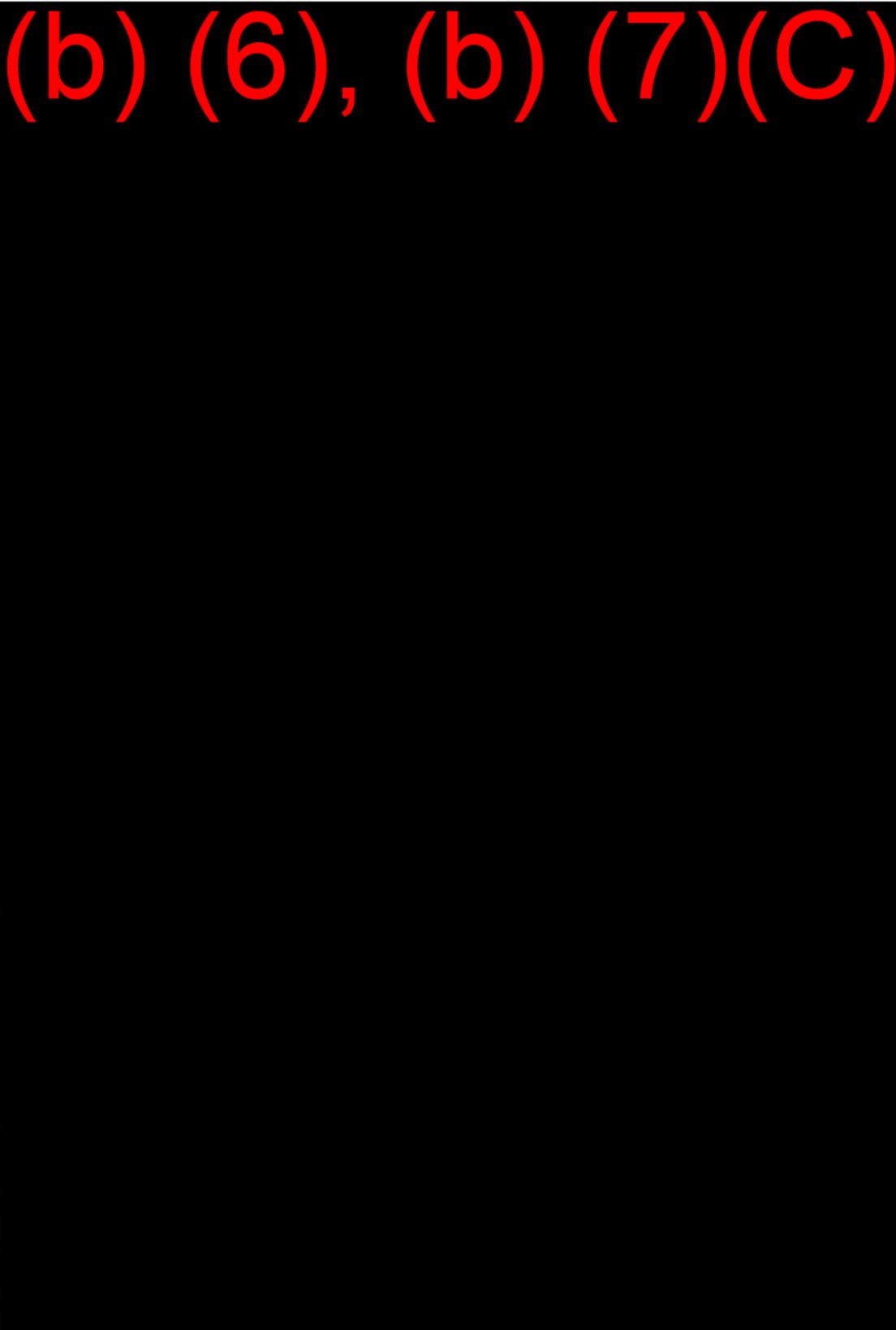


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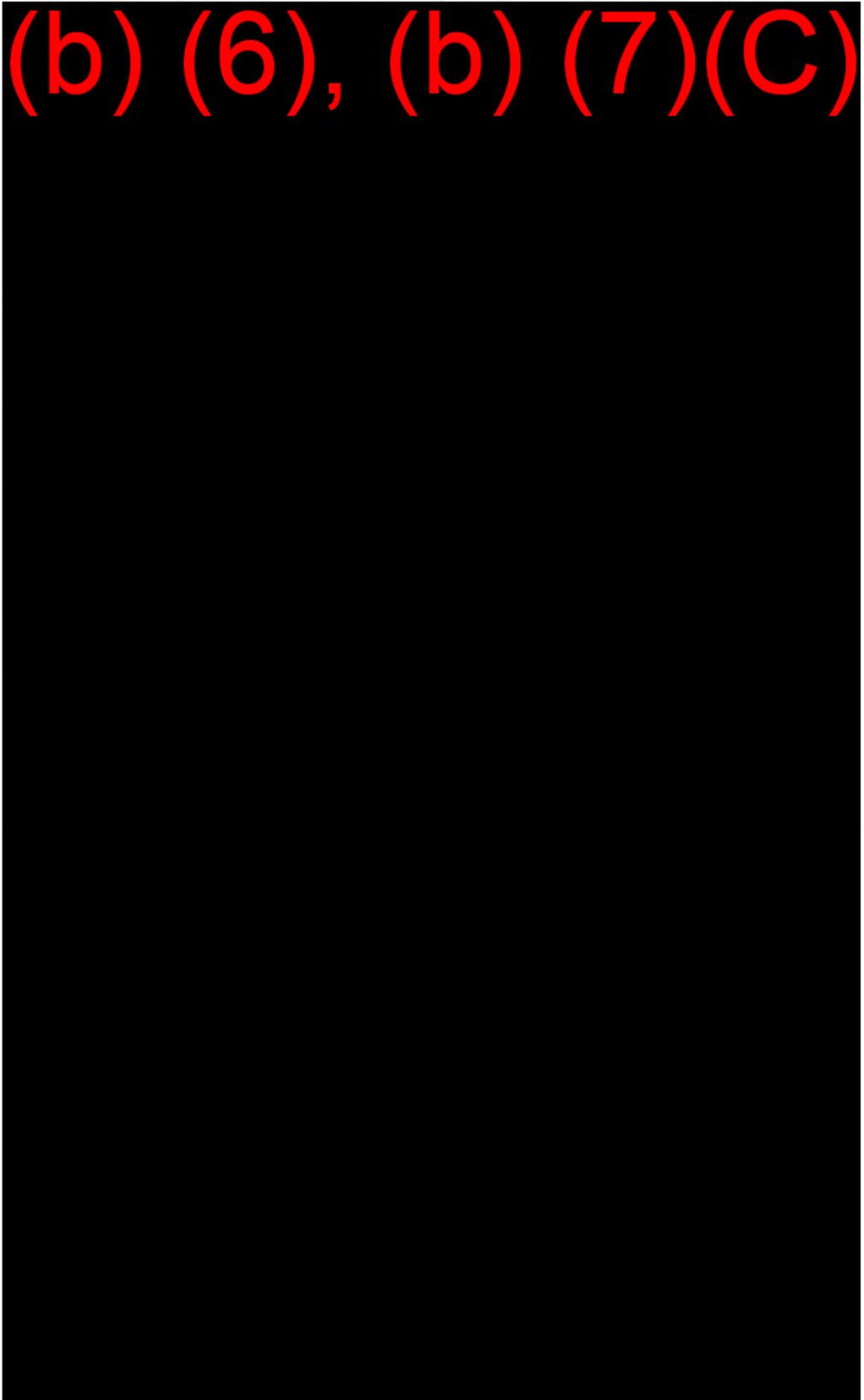
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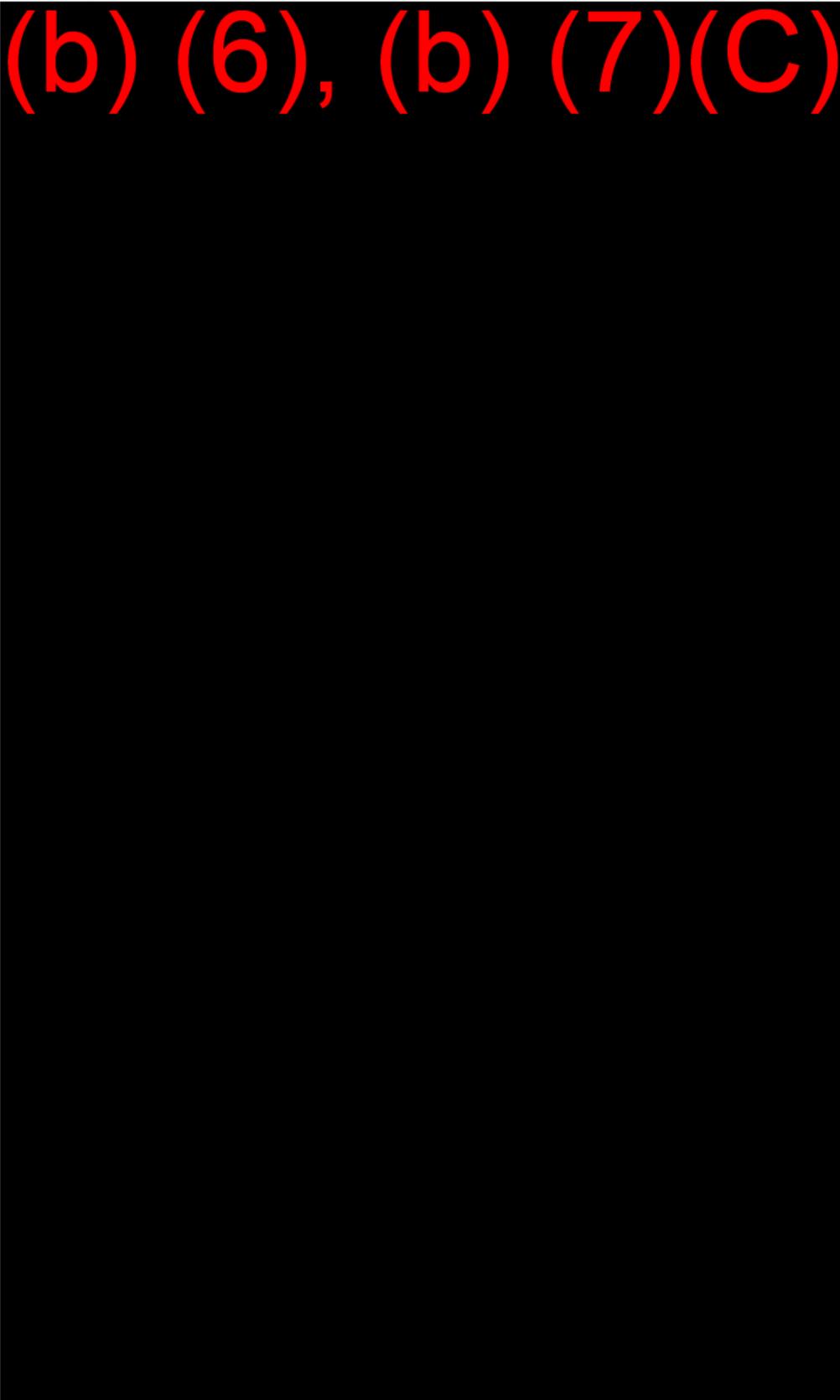
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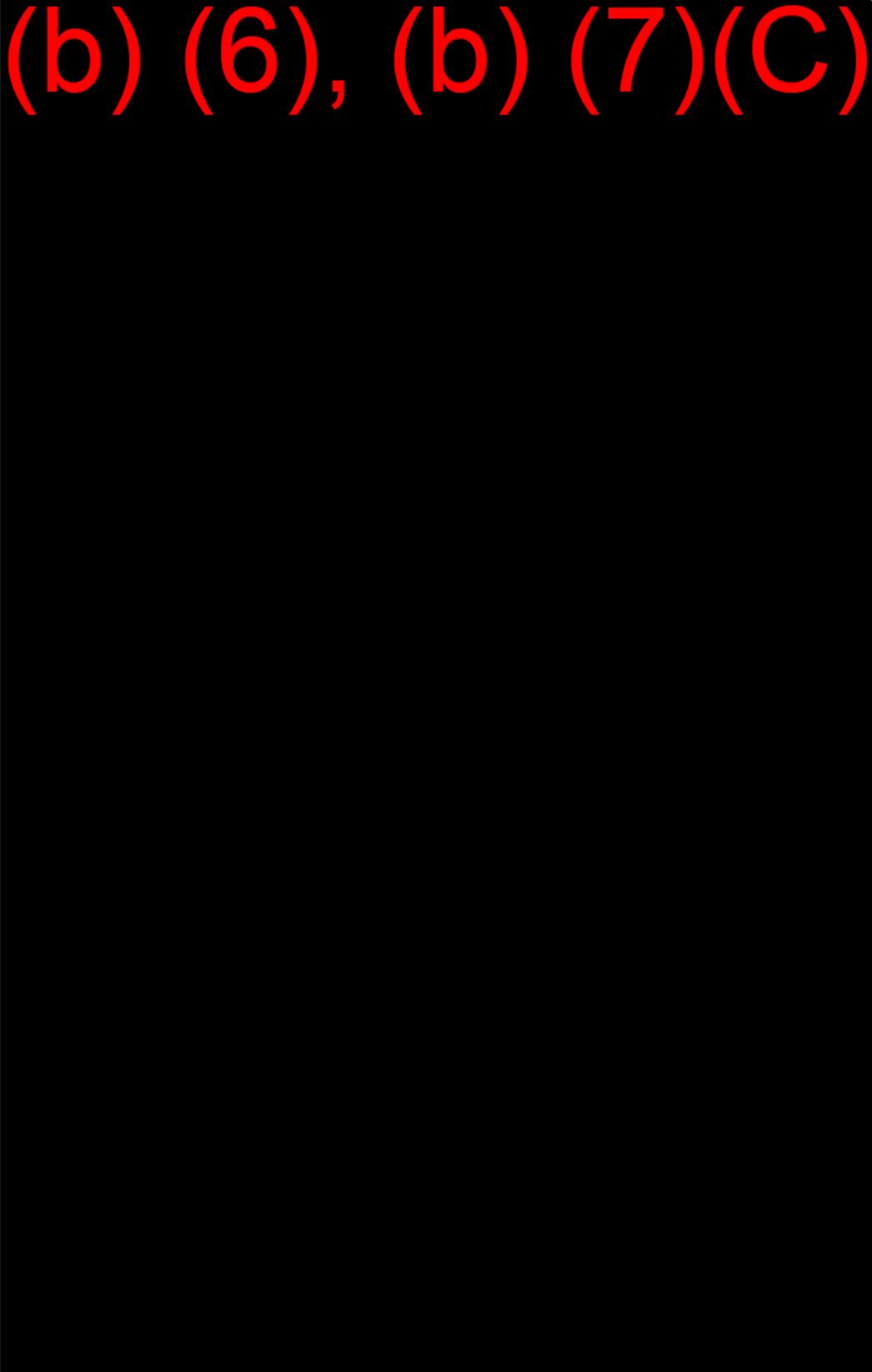
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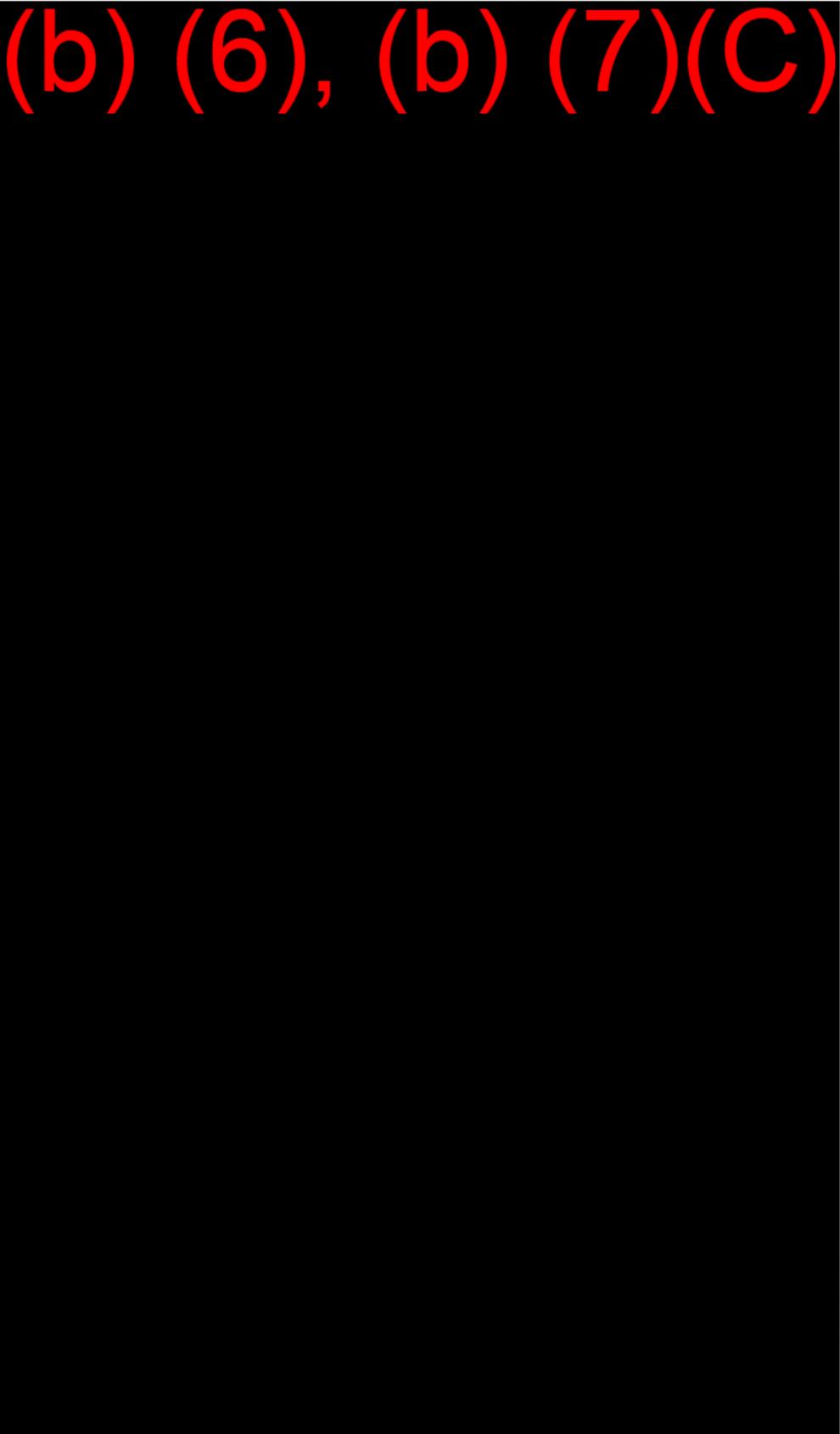
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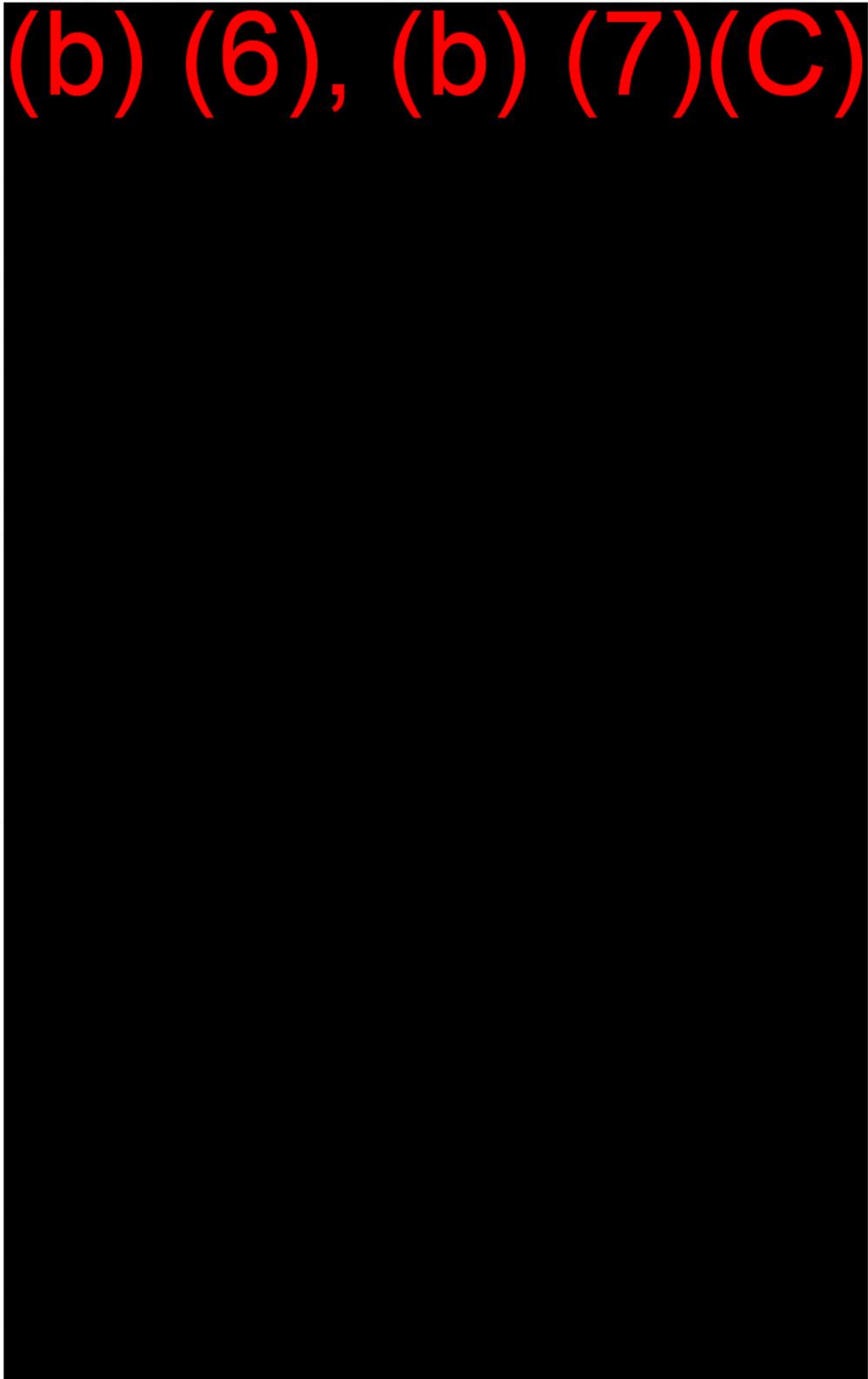
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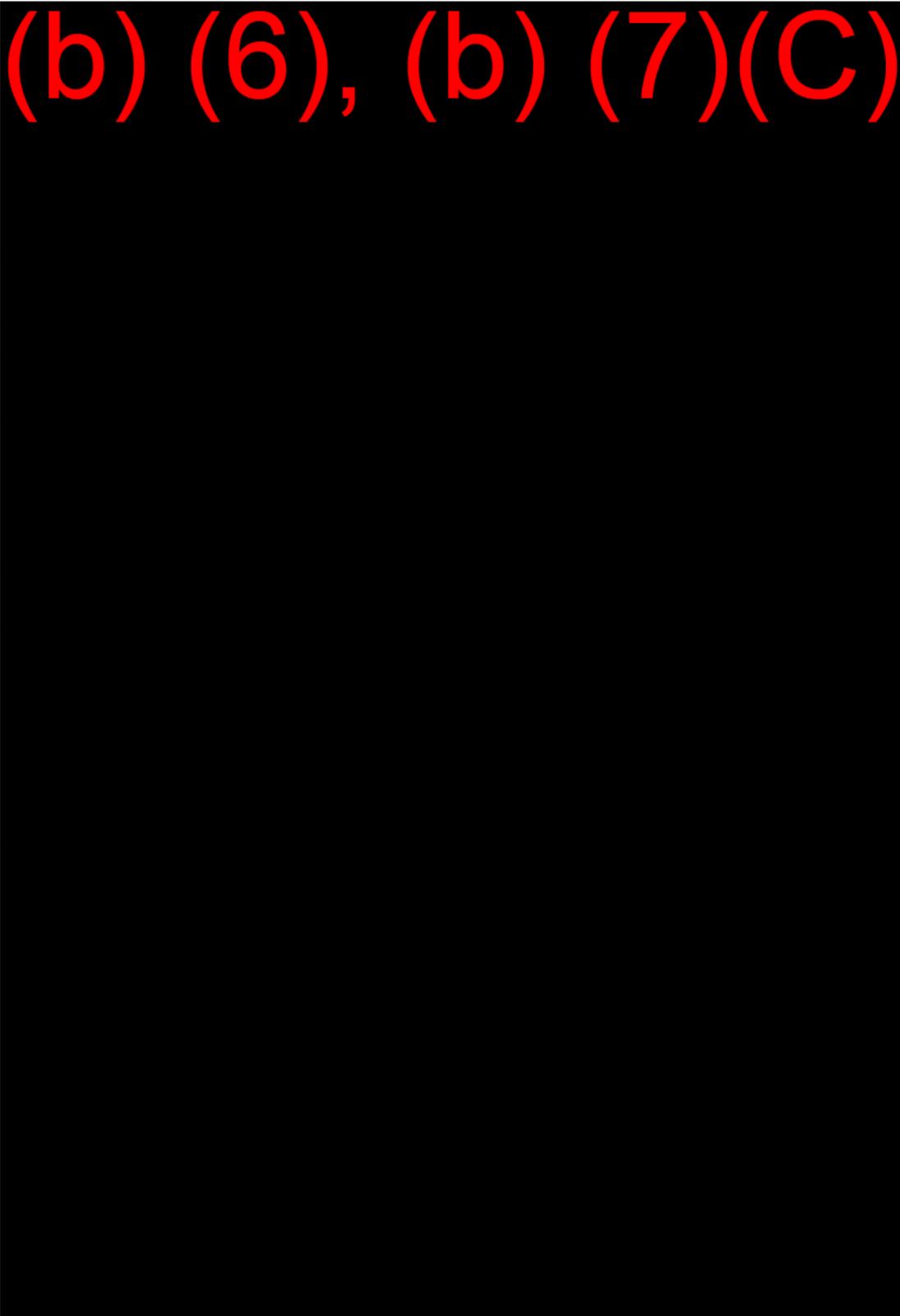


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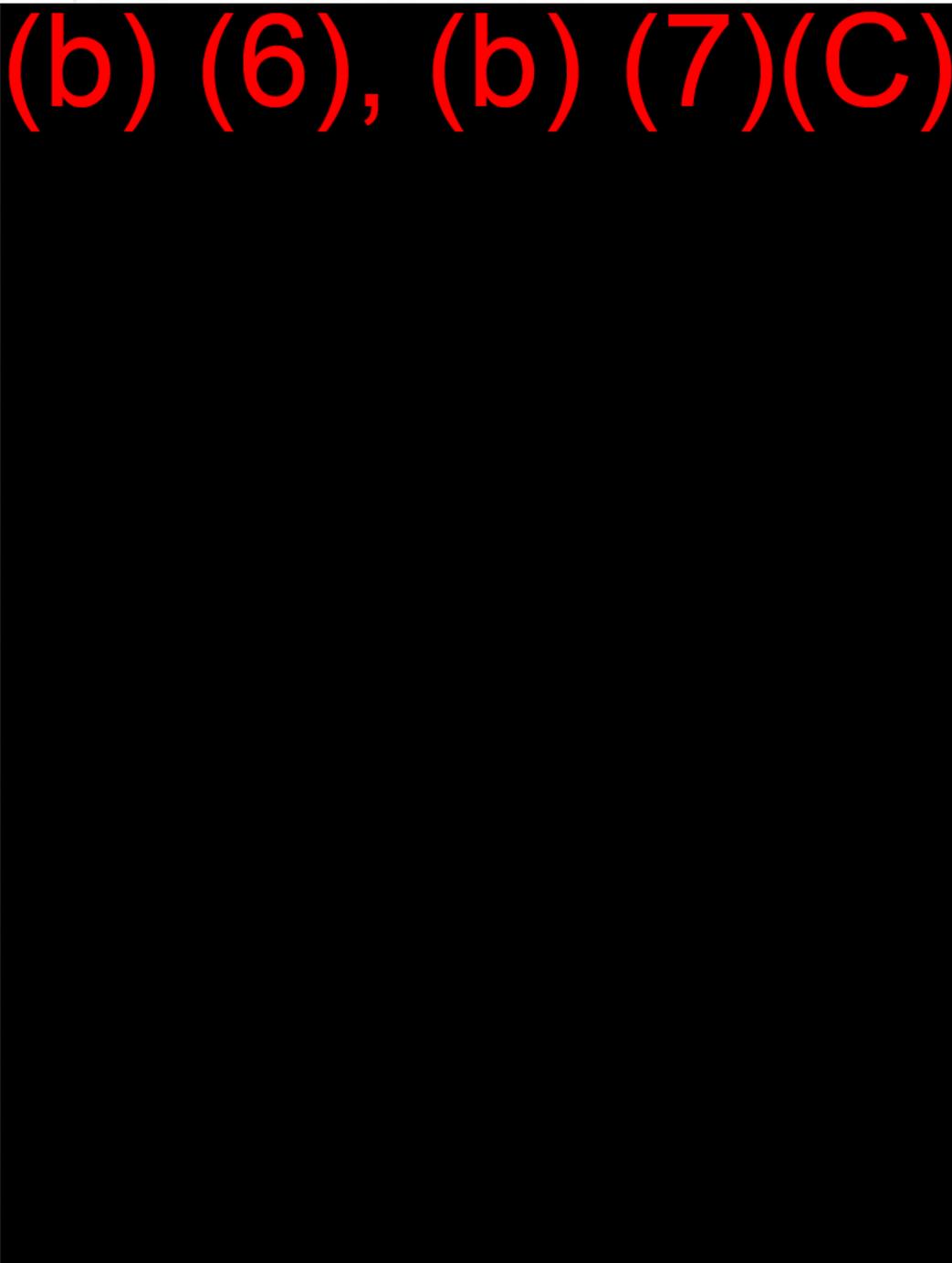
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## NOTICE TO AFFECTED CLASS MEMBERS

*You may be eligible to get money and a job offer because of a legal settlement between CB&I 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 CB&I (formerly Shaw Maintenance, Inc. and referred to in this Notice as "CB&I") 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 the CB&I facility located at 1000 Tidal Road, Deer Park, TX 77536.

### **ARE YOU AFFECTED?**

If you are a female, white, black, Asian, or Native American applicant who applied but was not hired for a Craft Worker Position at CB&I's Deer Park, Texas facility between May 2, 2011 and May 1, 2013, you 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 an audit of CB&I's hiring practices at its Deer Park, Texas facility for the period of May 2, 2011 through May 2, 2013. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. At the conclusion of its investigation, OFCCP alleged that CB&I discriminated against applicants who applied for a Craft Worker position at the CB&I facility in Deer Park, Texas. CB&I denies these allegations and there have not been any findings by a court that CB&I violated any laws or discriminated against you. However, although CB&I disagrees with OFCCP's findings, OFCCP and CB&I have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a violation.

As a result of OFCCP's and CB&I's agreement, CB&I will pay money to certain rejected applicants for Craft Worker positions who applied during the relevant time frame. CB&I will also offer jobs to some of these rejected applicants.

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

Because you applied for a Craft 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 \$767.00** (before taxes). This payment represents an equal share of back wages and other payments that CB&I is making to settle the violation. The final amount you will receive will be reduced by deductions required by law, such as federal, state, and/or local taxes, normal payroll deductions, and Social Security contributions. It may take up to 180 calendar days from the date of this Notice before you receive any monetary payment.
- (2) CB&I will be making job offers for Craft Worker 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 CB&I, please express your interest by checking the appropriate box on the enclosed Claim Form. Those receiving this Notice who are deemed eligible for a job offer will be considered for Craft Worker positions as they become available after the claims process is complete. Job offers will be made in the order that CB&I receives the Claim forms and Releases expressing an interest in employment, so you are encouraged to return these forms as soon as possible. In order to receive a job with CB&I you must complete an updated application with CB&I and meet qualifications that are required for the position(s) applied for. In order to be hired, you must submit to and pass all pre-employment screenings (including a post-offer drug screen and post-offer background check).
- (3) To get these benefits, you will need to release (give up) certain legal claims. A copy of the Release Form for you to sign is included with this Notice.

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

You should read this Notice, the Claim Form, and the Release Form carefully, as well as any other information you received from the Department of Labor or CB&I regarding the settlement. Please do not ignore these documents or throw them away.

It is also very important that you fill out and return the enclosed Claim Form and Release Form on time. Otherwise, you could miss out on getting money or an opportunity for a job.

To be eligible for a payment and/or a possible job offer, you must complete, sign, and return the enclosed Claim Form and Release Form by **[insert actual date]**. There are instructions on the forms about how to mail them in.

**The Claim Form and Release Form must be received by **[insert actual date]**.**

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

**You must follow all of the instructions in this notice and return all of the documents by the deadline of **[insert actual date]** to receive any money or consideration for job opportunities or any other relief provided to you by the settlement. If you fail to return all of the documents by the deadline or if your documents do not verify your eligibility, you will not be eligible to receive any money, a possible job offer, or any other relief provided to you by the settlement.**

#### HOW CAN YOU GET MORE INFORMATION?

If you any questions, you may contact Compliance Officer **(b) (7)(C), (b) (7)(E)** at **(b) (7)(C), (b) (7)(E)**@dol.gov or [\[add CB&I contact name and email here\]](#). You can also visit the U.S. Department of Labor website about this case at <http://www.dol.gov/ofccp/CML/index.htm>.

## NOTICE TO AFFECTED CLASS MEMBERS

*You may be eligible to get money  
because of a legal settlement between CB&I 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 CB&I (formerly Shaw Global Energy Services, Inc. and referred to in this Notice as "CB&I") 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 from the CB&I facility located at 10404 Twin Port Road, Delcambre, LA 70528.

### **ARE YOU AFFECTED?**

If you are a white applicant who applied but was not hired for a Carpenter position; a white, black or Hispanic applicant who applied but was not hired for a Pipefitter position; or a white or Hispanic applicant who applied but was not hired for a Welder position at CB&I's Delcambre facility between May 2, 2011 and May 2, 2013, you 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 an audit of CB&I's hiring practices at its Delcambre, Louisiana facility for the period of May 2, 2011 through May 2, 2013. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. At the conclusion of its investigation, OFCCP alleged that CB&I discriminated against applicants who applied for Carpenter, Pipefitter, and Welder positions at the CB&I facility in Delcambre, Louisiana. CB&I denies these allegations and there have not been any findings by a court that CB&I violated any laws or discriminated against you. However, although CB&I disagrees with OFCCP's findings, OFCCP and CB&I have agreed to

resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a violation.

As a result of OFCCP's and CB&I's agreement, CB&I will pay money to certain rejected applicants for Carpenter, Pipefitter, and Welder positions who applied during the relevant time frame.

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

Because you applied for a Carpenter, Pipefitter, or Welder 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 \$767.00** (before taxes). This payment represents an equal share of back wages and other payments that CB&I is making to settle the violation. The final amount you will receive will be reduced by deductions required by law, such as federal, state, and/or local taxes, normal payroll deductions, and Social Security contributions. It may take up to 180 calendar days from the date of this Notice before you receive any monetary payment.
  
- (2) To get this benefit, you will need to release (give up) certain legal claims. A copy of the Release Form for you to sign is included with this Notice.

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

You should read this Notice, the Claim Form, and the Release Form carefully, as well as any other information you received from the Department of Labor or CB&I regarding the settlement. Please do not ignore these documents or throw them away.

It is also very important that you fill out and return the enclosed Claim Form and Release Form on time. Otherwise, you could miss out on getting money.

To be eligible for a payment, you must complete, sign, and return the enclosed Claim Form and Release Form by **[insert actual date]**. There are instructions on the forms about how to mail them in.

**The Claim Form and Release Form must be received by **[insert actual date]**.**

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

**You must follow all of the instructions in this notice and return all of the documents by the deadline of insert actual date to receive any money or any other relief provided to you by the settlement. If you fail to return all of the documents by the deadline or if your documents do not verify your eligibility, you will not be eligible to receive any money or any other relief provided to you by the settlement.**

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

If you any questions, you may contact Compliance Officer **(b) (7)(C), (b) (7)(E)** at **(b) (7)(C), (b) (7)(E)** or [\[add CB&I contact name and email here\]](#). You can also visit the U.S. Department of Labor website about this case at <http://www.dol.gov/ofccp/CML/index.htm>.

## NOTICE TO AFFECTED CLASS MEMBERS

*You may be eligible to get money and a job offer because of a legal settlement between CB&I 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 CB&I (formerly Shaw Services LLC and referred to in this Notice as "CB&I") 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 the CB&I facility located at 3191 W. Lincoln Road, Lake Charles, LA 70605.

### **ARE YOU AFFECTED?**

If you are a black applicant who applied but was not hired for an Administrative Assistant 1 or Shop Painter position at CB&I's Lake Charles, Louisiana facility between April 15, 2011 and April 14, 2013, you 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 an audit of CB&I's hiring practices at its Lake Charles, Louisiana facility for the period of April 15, 2011 through April 14, 2013. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. At the conclusion of its investigation, OFCCP alleged that CB&I discriminated against applicants who applied for Administrative Assistant 1 and Shop Painter positions at the CB&I facility in Lake Charles, Louisiana. CB&I denies these allegations and there have not been any findings by a court that CB&I violated any laws or discriminated against you. However, although CB&I disagrees with OFCCP's findings, OFCCP and CB&I have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a violation.

As a result of OFCCP's and CB&I's agreement, CB&I will pay money to certain rejected applicants for Administrative Assistant 1 and Shop Painter positions who applied during the relevant time frame. CB&I will also offer jobs to some of these rejected applicants.

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

Because you applied for an Administrative Assistant 1 or Shop Painter 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 \$767.00** (before taxes). This payment represents an equal share of back wages and other payments that CB&I is making to settle the violation. The final amount you will receive will be reduced by deductions required by law, such as federal, state, and/or local taxes, normal payroll deductions, and Social Security contributions. It may take up to 180 calendar days from the date of this Notice before you receive any monetary payment.
- (2) CB&I will be making job offers for Administrative Assistant 1 and Shop Painter 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 CB&I, please express your interest by checking the appropriate box on the enclosed Claim Form. Those receiving this Notice who are deemed eligible for a job offer will be considered for Administrative Assistant 1 or Shop Painter positions as they become available after the claims process is complete. Job offers will be made in the order that CB&I receives the Claim forms and Releases expressing an interest in employment, so you are encouraged to return these forms as soon as possible. In order to receive a job with CB&I you must complete an updated application with CB&I and meet qualifications that are required for the position(s) applied for. In order to be hired, you must submit to and pass all pre-employment screenings (including a post-offer drug screen and post-offer background check).
- (3) To get these benefits, you will need to release (give up) certain legal claims. A copy of the Release Form for you to sign is included with this Notice.

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

You should read this Notice, the Claim Form, and the Release Form carefully, as well as any other information you received from the Department of Labor or CB&I regarding the settlement. Please do not ignore these documents or throw them away.

It is also very important that you fill out and return the enclosed Claim Form and Release Form on time. Otherwise, you could miss out on getting money or an opportunity for a job.

To be eligible for a payment and/or a possible job offer, you must complete, sign, and return the enclosed Claim Form and Release Form by **[insert actual date]**. There are instructions on the forms about how to mail them in.

**The Claim Form and Release Form must be received by **[insert actual date]**.**

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

**You must follow all of the instructions in this notice and return all of the documents by the deadline of **[insert actual date]** to receive any money or consideration for job opportunities or any other relief provided to you by the settlement. If you fail to return all of the documents by the deadline or if your documents do not verify your eligibility, you will not be eligible to receive any money, a possible job offer, or any other relief provided to you by the settlement.**

#### HOW CAN YOU GET MORE INFORMATION?

If you any questions, you may contact Compliance Officer **(b) (7)(C), (b) (7)(E)** at **(b) (7)(C), (b) (7)(E)**@dol.gov or [add CB&I contact name and email here]. You can also visit the U.S. Department of Labor website about this case at <http://www.dol.gov/ofccp/CML/index.htm>.

## NOTICE TO AFFECTED CLASS MEMBERS

*You may be eligible to get money and a job offer because of a legal settlement between CB&I 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 CB&I (formerly Shaw Maintenance, Inc. and referred to in this Notice as "CB&I") 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 the CB&I facility located at 30103 Sunland Drive, Walker, LA 70785.

### **ARE YOU AFFECTED?**

If you are a female or black applicant who applied for an Industrial Laborer position but was not hired, or a black applicant who applied for a Shop Welder position but was not hired at CB&I's Walker, LA facility between April 1, 2011 and March 28, 2013, you 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 an audit of CB&I's hiring practices at its Walker, Louisiana facility for the period of April 1, 2011 through March 28, 2013. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. At the conclusion of its investigation, OFCCP alleged that CB&I discriminated against applicants who applied for Industrial Laborer and Shop Welder positions at the CB&I facility in Walker, Louisiana. CB&I denies these allegations and there have not been any findings by a court that CB&I violated any laws or discriminated against you. However, although CB&I disagrees with OFCCP's findings, OFCCP and CB&I have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a violation.

As a result of OFCCP's and CB&I's agreement, CB&I will pay money to certain rejected applicants for Industrial Laborer and Shop Welder positions who applied during the relevant time frame. CB&I will also offer jobs to some of these rejected applicants.

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

Because you applied for an Industrial Laborer or Shop Welder 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 \$767.00** (before taxes). This payment represents an equal share of back wages and other payments that CB&I is making to settle the violation. The final amount you will receive will be reduced by deductions required by law, such as federal, state, and/or local taxes, normal payroll deductions, and Social Security contributions. It may take up to 180 calendar days from the date of this Notice before you receive any monetary payment.
- (2) CB&I will be making job offers for Industrial Laborer and Shop Welder 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 CB&I, please express your interest by checking the appropriate box on the enclosed Claim Form. Those receiving this Notice who are deemed eligible for a job offer will be considered for Industrial Laborer or Shop Welder positions as they become available after the claims process is complete. Job offers will be made in the order that CB&I receives the Claim forms and Releases expressing an interest in employment, so you are encouraged to return these forms as soon as possible. In order to receive a job with CB&I you must complete an updated application with CB&I and meet qualifications that are required for the position(s) applied for. In order to be hired, you must submit to and pass all pre-employment screenings (including a post-offer drug screen and post-offer background check).
- (3) To get these benefits, you will need to release (give up) certain legal claims. A copy of the Release Form for you to sign is included with this Notice.

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

You should read this Notice, the Claim Form, and the Release Form carefully, as well as any other information you received from the Department of Labor or CB&I regarding the settlement. Please do not ignore these documents or throw them away.

It is also very important that you fill out and return the enclosed Claim Form and Release Form on time. Otherwise, you could miss out on getting money or an opportunity for a job.

To be eligible for a payment and/or a possible job offer, you must complete, sign, and return the enclosed Claim Form and Release Form by **[insert actual date]**. There are instructions on the forms about how to mail them in.

**The Claim Form and Release Form must be received by **[insert actual date]**.**

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

**You must follow all of the instructions in this notice and return all of the documents by the deadline of **[insert actual date]** to receive any money or consideration for job opportunities or any other relief provided to you by the settlement. If you fail to return all of the documents by the deadline or if your documents do not verify your eligibility, you will not be eligible to receive any money, a possible job offer, or any other relief provided to you by the settlement.**

#### HOW CAN YOU GET MORE INFORMATION?

If you any questions, you may contact Compliance Officer **(b) (7)(C), (b) (7)(E)** at **(b) (7)(C), (b) (7)(E)** [@dol.gov](mailto:_____@dol.gov) or [\[add CB&I contact name and email here\]](#). You can also visit the U.S. Department of Labor website about this case at <http://www.dol.gov/ofccp/CML/index.htm>.

## 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 Form by mail or hand deliver the forms on or before **[insert Deadline above]**; to:

**[Name and Address]**

If you do not submit a properly completed Claim Form and Release Form on or before **[insert 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 be used only 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 to 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 confirm the following contact information to process your payment.  
(print legibly).**

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

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

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 within the next eight months, or contact us if you have any questions about this Claim Form, the Notice, or the settlement.**

**Name**  
**Address**  
**Phone**  
**Email/website link**

**Step 2: For purposes of this settlement, it is necessary to verify your gender and/or race:**

- Caucasian     African American     Hispanic     Asian     Native American  
 Male     Female

**Step 3: Inform us if you are interested in a position and if you have previously worked for CB&I:**

- Yes, I am still interested in a [Insert type] position with CB&I at its facility located at \_\_\_\_\_ I understand that to be eligible for a job I must meet all the job qualifications, including (1) be eligible for rehire with CB&I or not been previously employed with CB&I, (2) complete an updated employment application, (3) possess a high school diploma or GED, (4) pass a drug test, (5) pass an employment background check, (6) be eligible to work in the United States, (7) meet the qualifications of the open position, and (7) agree to accept work, hours and overtime, and shift requirements according to CB&I needs and assignments.
- No, I am not interested in a [insert type] position with CB&I at its facility located at \_\_\_\_\_.

I am currently employed by CB&I in the position of \_\_\_\_\_ at its facility located in \_\_\_\_\_ (city)  
\_\_\_\_\_ (state).

I was previously employed by CB&I between \_\_[relevant dates]\_\_\_\_\_:

Name at time of employment: \_\_\_\_\_

CB&I location:

Dates of employment:

**Step 4: Sign and return along with the Release Form.**

I certify that the above information is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Claim Form – Affected Applicants

---

**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.

To receive an award (money), you must complete and return this Claim Form **and** the Release Form by mail or hand deliver the forms on or before [insert Deadline above]; to:

[Name and Address]

If you do not submit a properly completed Claim Form and Release Form on or before [insert Deadline above], then your claim will not be on time and **you will not receive any money from this settlement.**

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

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

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

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

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

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 within the next eight months, or contact us if you have any questions about this Claim Form, the Notice, or the settlement.**

**Name**  
**Address**  
**Phone**  
**Email/website link**

**Step 2: For purposes of this settlement, it is necessary to verify your gender and/or race:**

- Caucasian     African American     Hispanic     Asian     Native American  
 Male     Female

**Step 3: Sign and return along with the Release Form.**

I certify that the above information is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Claim Form – Affected Applicants

---

**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 Form by mail or hand deliver the forms on or before **[insert Deadline above]**; to:

**[Name and Address]**

If you do not submit a properly completed Claim Form and Release Form on or before **[insert 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 be used only 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 to 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 confirm the following contact information to process your payment.  
(print legibly).**

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

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

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 within the next eight months, or contact us if you have any questions about this Claim Form, the Notice, or the settlement.**

**Name**  
**Address**  
**Phone**  
**Email/website link**

**Step 2: For purposes of this settlement, it is necessary to verify your gender and/or race:**

- Caucasian     African American     Hispanic     Asian     Native American  
 Male     Female

**Step 3: Inform us if you are interested in a position and if you have previously worked for CB&I:**

- Yes, I am still interested in a [Insert type] position with CB&I at its facility located at \_\_\_\_\_ I understand that to be eligible for a job I must meet all the job qualifications, including (1) be eligible for rehire with CB&I or not been previously employed with CB&I, (2) complete an updated employment application, (3) possess a high school diploma or GED, (4) pass a drug test, (5) pass an employment background check, (6) be eligible to work in the United States, (7) meet the qualifications of the open position, and (7) agree to accept work, hours and overtime, and shift requirements according to CB&I needs and assignments.
- No, I am not interested in a [insert type] position with CB&I at its facility located at \_\_\_\_\_.

I am currently employed by CB&I in the position of \_\_\_\_\_ at its facility located in \_\_\_\_\_ (city)  
\_\_\_\_\_ (state).

I was previously employed by CB&I between \_\_\_[relevant dates]\_\_\_\_\_:

Name at time of employment: \_\_\_\_\_

CB&I location:

Dates of employment:

**Step 4: Sign and return along with the Release Form.**

I certify that the above information is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Claim Form – Affected Applicants

---

**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 Form by mail or hand deliver the forms on or before **[insert Deadline above]**; to:

**[Name and Address]**

If you do not submit a properly completed Claim Form and Release Form on or before **[insert 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 be used only 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 to 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 confirm the following contact information to process your payment.  
(print legibly).**

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

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

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 within the next eight months, or contact us if you have any questions about this Claim Form, the Notice, or the settlement.**

**Name**  
**Address**  
**Phone**  
**Email/website link**

**Step 2: For purposes of this settlement, it is necessary to verify your gender and/or race:**

- Caucasian     African American     Hispanic     Asian     Native American  
 Male     Female

**Step 3: Inform us if you are interested in a position and if you have previously worked for CB&I:**

- Yes, I am still interested in a [Insert type] position with CB&I at its facility located at \_\_\_\_\_ I understand that to be eligible for a job I must meet all the job qualifications, including (1) be eligible for rehire with CB&I or not been previously employed with CB&I, (2) complete an updated employment application, (3) possess a high school diploma or GED, (4) pass a drug test, (5) pass an employment background check, (6) be eligible to work in the United States, (7) meet the qualifications of the open position, and (7) agree to accept work, hours and overtime, and shift requirements according to CB&I needs and assignments.
- No, I am not interested in a [insert type] position with CB&I at its facility located at \_\_\_\_\_.

I am currently employed by CB&I in the position of \_\_\_\_\_ at its facility located in \_\_\_\_\_ (city)  
\_\_\_\_\_ (state).

I was previously employed by CB&I between [relevant dates] \_\_\_\_\_:

Name at time of employment: \_\_\_\_\_

CB&I location:

Dates of employment:

**Step 4: Sign and return along with the Release Form.**

I certify that the above information is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

---

**PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY AND 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 CB&I (formerly Shaw Maintenance, Inc. and hereinafter referred to as "CB&I") providing you with money and a potential job offer, you agree that you will not file any lawsuit against CB&I for allegedly violating Executive Order 11246 in connection with its selection procedures for Craft Worker positions at CB&I's establishment located at 1000 Tidal Road, Deer Park, TX 77536. This Release also says that CB&I does not admit it violated any laws. By signing this Release, you confirm that you have had sufficient time to look at the settlement documents,; to talk with others about the documents, including an attorney if you choose; and that no one pressured you into signing the documents. Finally, the Release says that if you do not sign and return all of the documents by a certain date, you will not receive any money or a job offer.**

In consideration of the payment of at least \$767.00 (less deductions required by law) and a potential job offer for a Craft Worker position by CB&I to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge CB&I, 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 Craft Worker positions at CB&I's Deer Park, Texas facility during the period of May 2, 2011 through May 1, 2013.

II.

I understand that CB&I denies that it treated me unlawfully or unfairly in any way and that CB&I 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 and potential job offer described above to resolve without further legal proceedings all issues related to OFCCP's compliance reviews of CB&I initiated on May 1, 2013. I further agree that the payment and potential job offer by CB&I to me is not to be construed as an admission of any liability by CB&I.

III.

I understand that if I do not sign this Release and return it to CB&I or OFCCP Compliance Officer (b) (7)(C), (b) (7)(E) at (b) (7)(C), (b) (7)(E)@dol.gov so that it is received by [DATE], I will not be entitled to receive \$767.00 (less deductions required by law) or a potential job offer for a Craft Worker position at CB&I's Deer Park, Texas facility.

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.

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

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

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

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

## RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

---

**PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY AND 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 CB&I (formerly Shaw Global Energy Services, Inc. and hereinafter referred to as "CB&I") providing you with money and a potential job offer, you agree that you will not file any lawsuit against CB&I for allegedly violating Executive Order 11246 in connection with its selection procedures for Welder and for Carpenter positions at CB&I's establishment located at 10404 Twin Port Road, Delcambre, LA 70528. This Release also says that CB&I does not admit it violated any laws. By signing this Release, you confirm that you have had sufficient time to look at the settlement documents,; to talk with others about the documents, including an attorney if you choose; and that no one pressured you into signing the documents. Finally, the Release says that if you do not sign and return all of the documents by a certain date, you will not receive any money.**

In consideration of the payment of at least \$767.00 (less deductions required by law) by CB&I to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge CB&I, 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 Welder and Carpenter positions at CB&I's Delcambre, Louisiana facility during the period of May 2, 2011 through May 2, 2013.

II.

I understand that CB&I denies that it treated me unlawfully or unfairly in any way and that CB&I 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 and potential job offer described above to resolve without further legal proceedings all issues

related to OFCCP's compliance reviews of CB&I initiated on May 2, 2013. I further agree that the payment and potential job offer by CB&I to me is not to be construed as an admission of any liability by CB&I.

III.

I understand that if I do not sign this Release and return it to CB&I or OFCCP Compliance Officer (b) (7)(C), (b) (7)(E) at (b) (7)(C), (b) (7)(E)@dol.gov such that it is received by [DATE], I will not be entitled to receive \$767.00 (less deductions required by law)

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.

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

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

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

## RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

---

**PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY AND 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 CB&I (formerly Shaw Services LLC and hereinafter referred to as "CB&I") providing you with money and a potential job offer, you agree that you will not file any lawsuit against CB&I for allegedly violating Executive Order 11246 in connection with its selection procedures for Administrative Assistant 1 or Shop Painter positions at CB&I's establishment located at 3191 W. Lincoln Road, Lake Charles, LA 70605. This Release also says that CB&I does not admit it violated any laws. By signing this Release, you confirm that you have had sufficient time to look at the settlement documents,; to talk with others about the documents, including an attorney if you choose; and that no one pressured you into signing the documents. Finally, the Release says that if you do not sign and return all of the documents by a certain date, you will not receive any money or a job offer.**

In consideration of the payment of at least \$767.00 (less deductions required by law) and a potential job offer for an Administrative Assistant 1 or Shop Painter position (whichever position you originally applied for) by CB&I to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge CB&I, 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 hiring of the above stated applicants into Administrative Assistant 1 or Shop Painter positions at CB&I's Lake Charles, Louisiana facility during the period of April 15, 2011 through April 14, 2013.

II.

I understand that CB&I denies that it treated me unlawfully or unfairly in any way and that CB&I 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 and potential job offer described above to resolve without further legal proceedings all issues related to OFCCP's

compliance reviews of CB&I initiated on April 14, 2013. I further agree that the payment and potential job offer by CB&I to me is not to be construed as an admission of any liability by CB&I.

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 CB&I or OFCCP Compliance Officer (b) (7)(C), (b) (7)(E) at (b) (7)(C), (b) (7)(E)@dol.gov such that it is received by [DATE], I will not be entitled to receive \$767.00 (less deductions required by law) or a potential job offer for an Administrative Assistant 1 or Shop Painter position.

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

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

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

## RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

---

**PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY AND 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 CB&I (formerly Shaw Maintenance Inc. hereinafter "CB&I") providing you with money and a potential job offer, you agree that you will not file any lawsuit against CB&I for allegedly violating Executive Order 11246 in connection with its selection procedures for Industrial Laborer and Shop Welder positions at CB&I'S establishment located at 30103 Sunland Drive, Walker, Louisiana 70785. This Release also says that CB&I does not admit it violated any laws. By signing this Release, you confirm that you have had sufficient time to look at the settlement documents, to talk with others about the document, including an attorney if you choose; and that no one pressured you into signing the documents. Finally, the Release says that if you do not sign and return all of the documents by a certain date, you will not receive any money or a job offer.

In consideration of the payment of at least \$767.00 (less deductions required by law) and a potential job offer for an Industrial Laborer or Shop Welder position (whichever position you originally applied for) by CB&I to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge CB&I, 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 Industrial Laborer or Shop Welder positions at CB&I's Walker, Louisiana facility during the period of April 1, 2011 through March 28, 2013.

II.

I understand that CB&I denies that it treated me unlawfully or unfairly in any way and that CB&I 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 and potential job offer described above to resolve without further legal proceedings all issues related to OFCCP's compliance reviews of CB&I initiated on March 29, 2017. I further agree that the payment and potential job offer by CB&I to me is not to be construed as an admission of any liability by CB&I.

III.

I understand that if I do not sign this Release and return it to CB&I or OFCCP Compliance Officer (b) (7)(C), (b) (7)(E) at (b) (7)(C), (b) (7)(E)@dol.gov such that it is received by [DATE], I will not be entitled to receive \$767.00 (less deductions required by law) or a potential job offer for an Industrial Laborer or Shop Welder position.

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.

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

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

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