

CONCILIATION AGREEMENT

Between

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

and

CONSOLIDATED DIESEL, INC.
9377 NORTH U.S. HIGHWAY 301 SOUTH
WHITAKERS, NORTH CAROLINA 27891-8621

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated the Consolidated Diesel, Inc. ("CDI") establishment located at 9377 North U.S. Highway 301 South in Whitakers, North Carolina 27891, beginning on June 19, 2014. As a result of this evaluation, OFCCP finds that CDI failed to comply with Executive Order 11246, as amended (or "E.O. 11246"), and its implementing regulations at Title 41 Code of Federal Regulations ("C.F.R.").

OFCCP notified CDI of the initial violation found and the corrective actions required in a Notice of Violation issued on June 1, 2017. In the interest of resolving the violation without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and CDI will enter into this contract ("Conciliation Agreement" or "Agreement") and agree to all the terms therein.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for CDI'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 violation described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce this Agreement itself or to correct and obtain relief for the violation described in Part III if CDI violates any provision of this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. CDI agrees that OFCCP may review CDI's compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. CDI will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports requested.
3. CDI understands that nothing in this Agreement relieves CDI 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”), the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (“VEVRAA”), their implementing regulations, and other applicable equal employment laws.

4. CDI agrees that it will not harass, intimidate, threaten, discriminate, or otherwise retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any 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 Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding on the parties and it supersedes all prior written or oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties.
7. If one or more provisions of this Agreement are deemed 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 Southeast Region (the “Effective Date”).
9. This Agreement will expire sixty (60) days after CDI submits the final report required in Part IV, below, unless OFCCP notifies CDI in writing prior to the expiration date that CDI has failed to fulfill all of its obligations under the Agreement, in which case, the Agreement is automatically extended until the date that OFCCP determines CDI has met all of its obligations under the Agreement.
10. If CDI violates this Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that CDI violated any term of the Agreement, OFCCP will send CDI a written notice stating the alleged violation and summarizing any supporting evidence.
 - 2) CDI will have (15) calendar days from receipt of the notice to respond in writing, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - 3) If CDI 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 violation resolved by this Agreement.
 - B. CDI may be subject to the sanctions set forth in Section 209 of Executive Order 11246, as implemented at 41 C.F.R. § 60-1.27 and/or other appropriate relief for violation of this Agreement.
11. This Agreement does not constitute an admission by CDI of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that CDI violated any laws.

PART III. VIOLATION AND REMEDIES

A. ALLEGED VIOLATION AND SPECIFIC FINDINGS:

As of at least October 1, 2013, and continuing thereafter, OFCCP found that CDI discriminated against black employees in “Manager-Exempt” positions by paying them less than similarly situated white employees. OFCCP performed a regression analysis, based on information gathered during the compliance review, and found statistically significant pay disparities after controlling for legitimate explanatory factors. After examining personnel records and interviewing managers, human resources personnel, employees and selecting officials, as well as considering anecdotal evidence gathered during the investigation, OFCCP determined that CDI’s practice of paying black employees less was based on race and not based on legitimate explanatory factors. Accordingly, OFCCP finds that CDI has discriminated against 11 black employees in Manager-Exempt positions because of the employees’ race, in violation of 41 C.F.R. Part 60-1.4(a) (1).

B. FINANCIAL REMEDY:

1. **Notice.** Within the dates included on the Timeline (Attachment E, or “Timeline”), CDI will notify the affected employees listed in Attachment A (or “Affected Employees List”) of the terms of this Agreement by certified mail (with return receipt) and provide the following forms: Notice to Affected Employees (Attachment B, or “Notice”); Information Verification Form (Attachment C, or “Interest Form”); Release of Claims under Executive Order 11246 (Attachment D, or “Release”); and a postage paid return envelope. Affected employees will have until the date indicated on the Timeline, to return the completed Interest and Release Forms to CDI. CDI will provide a list to OFCCP of any Affected Employees who did not complete and return Interest and Release forms along with a file containing PII for these Class Members by the deadline detailed on the Timeline. CDI will notify OFCCP of all letters returned as undeliverable within the deadline detailed on the Timeline. Pursuant to the deadlines on the Timeline, OFCCP will then attempt to obtain and provide updated addresses to CDI, and CDI will notify the individuals of their status as Affected Employees, which will be considered a second notice, and provide them with the documents described above.

2. **Eligibility.** All employees on the Affected Employees List, who sign and return the Interest and Release forms to CDI within the date indicated on the Timeline will receive a monetary settlement. If an employee receives but does not return the Release and Interest Forms to CDI by the deadline, he or she will no longer be entitled to any monetary relief pursuant to this Agreement.

By the date on the Timeline, CDI will provide OFCCP with a list of the Eligible Affected Employees. OFCCP will approve the final list of Eligible Affected Employees, include a final distribution amount for each listed employee and/or discuss with CDI any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

The individuals on the Final List, including any amendments made to the Final List pursuant to the paragraph above, shall be referred to as Eligible Class Members and shall be entitled to a monetary recovery.

Affected Employees who do not return the Interest and Release forms shall not be entitled to any relief described herein. Affected Employees who complete and return the Interest and Release forms to CDI after the prescribed timeframes shall not be entitled to any relief.

3. **Monetary Settlement (Back Pay and Interest)**

- a. In settlement of all claims for back pay and interest to the affected class, CDI agrees to distribute among the Eligible Class Members the amount of \$46,367.88 in back pay and \$3,632.12 in interest.
- b. Within the dates included on the Timeline, CDI will take the following actions:
 - i. Pay each Eligible Class Member currently employed by CDI, the distribution amounts identified on Attachment A in the manner in which the Eligible Class Member is normally paid his/her regular salary (e.g. direct deposit, check), subject to all lawful deductions as set forth in paragraph c. below; and
 - ii. Mail a check to all other Eligible Class Members for the distribution amounts identified on Attachment A, subject to all lawful deductions as set forth in paragraph c. below.
- c. CDI shall make all legal deductions required by law (e.g., federal, state, and/or local taxes and FICA) and shall pay to the Internal Revenue Service the employer's share of Social Security withholding based on the monies paid to each Eligible Class Member that is designated as back pay. At the time CDI provides its current employees with Form W-2s, CDI shall also mail a Form W-2 to each Eligible Class Member who is not employed by CDI. For any monies paid and designated as

interest, CDI will not make any deductions and will issue the Eligible Class Member a Form 1099 at the same time it issues the Form W-2.

- d. By the date established in the Timeline for making the payments as set forth in paragraphs 2 and 3 above, CDI will provide OFCCP:
 - i. Payroll stubs or the equivalent, verifying that CDI has paid Eligible Class Members who are employed by CDI, pursuant to Part III.B.3.b. above;
 - ii. Copies of all cancelled checks from Eligible Class Members who were mailed checks pursuant to Part III.B.3.b. above that have been received by CDI; and
 - iii. All cancelled checks and all checks returned as undeliverable at the end of each subsequent deadline established in Attachment E.
- e. For checks returned as undeliverable, OFCCP will attempt to locate the Eligible Class Members based on the Timeline and will inform CDI of a corrected or alternate address so that the checks may be re-mailed. After receiving updated addresses from OFCCP and based on the Timeline, CDI will re-mail the check by certified mail.
- f. Any check sent to an Eligible Class Member which remains uncashed as established on the Timeline shall be void. With respect to any uncashed or undeliverable funds, CDI will make a second distribution, in equal shares, to all Eligible Class Members who cashed their first check. CDI will mail the second distribution to such Eligible Class Members within the deadlines set forth on the Timeline.

C. MONITORING AND SALARY ADJUSTMENTS

1. Within the timeframes included on Attachment E, CDI will conduct a statistically appropriate analysis of compensation, controlling for legitimate business factors used by CDI in compensation decisions for Manager-Exempt positions at the Whitakers, NC establishment. The analysis will be conducted using payroll data as of January 1, 2020. If the analysis results in a statistically significant disparity (t-statistic) adverse to black employees of (7)(E) or greater disparity, or a statistically significant finding utilizing an appropriate statistical analytic method, CDI agrees to conduct further research to examine the alleged disparity to determine if it is explained by factor(s) not included in the analysis. If CDI is not able to provide a legitimate, non-discriminatory explanation for the alleged pay disparity, CDI agrees to increase the salaries of black employees who may be affected by the pay disparities within sixty (60) days after conducting the analysis. Before making pay adjustments, CDI will share the results of its analysis with OFCCP, including the relevant data files, statistical analysis programs, and their associated output and log files showing the proposed adjustments. OFCCP will have 15 days to notify CDI of any reason it believes the adjustments should not be made or any disagreement with CDI's analysis

or proposed adjustments as compared with the criteria set forth in the Agreement. The parties will make every effort to timely resolve any disputes regarding the proposed adjustments or CDI's compliance with the terms of this paragraph.

CDI will provide OFCCP with all information OFCCP identifies as necessary in determining whether there is compensation discrimination against black employees in Manager-Exempt positions at the Whitakers, NC establishment, including but not limited to payroll data and all information relating to salary increases and adjustments from the effective date of this agreement to the due date of this report.

D. NON-MONETARY REMEDIES FOR AFFECTED CLASS

1. Equal Employment Opportunities. CDI will ensure that all employees at the Whitakers, NC establishment are afforded equal employment opportunities with respect to CDI's policies and practices that affect compensation. CDI agrees to continue or to implement the corrective actions detailed below.
2. Evaluation. For Manager-Exempt positions at the Whitakers, NC establishment, CDI will evaluate whether starting salaries, salary increases, promotion decisions, performance evaluation ratings, procedures for assigning work, the availability of training opportunities, leave policies, steering applicants into low paying jobs, and/or limiting the opportunity to transfer to better jobs have a disproportionate negative effect on the compensation of black employees.
3. Revise policies and procedures. CDI agrees to review and, as necessary, revise its compensation practices and establish monitoring and oversight mechanisms at the Whitakers, NC establishment to ensure that all aspects of its compensation system provide an equal opportunity to all of its employees, regardless of race, color, ethnicity, religion, sex, sexual orientation, gender identity, or national origin, as required by 41 C.F.R. § 60-1.4(a). This applies to all aspects of compensation, including but not limited to salary at the time of placement into roles, annual salary adjustments and incentive compensation. In particular, CDI will revise, as necessary, its policies and procedures to ensure that CDI does not discriminate against any employee or applicant who discusses, discloses or inquires about compensation. All revised pay practices will ensure nondiscrimination in rate of pay and other forms of compensation.
4. Training. During the time period specified by the reporting requirements of this agreement, CDI will provide training to all of its managers and supervisors at the Whitakers, NC establishment who make compensation decisions, as well as to all human resources personnel. This training will include subjects of equal employment opportunity rights and responsibilities, and training on any new policies and practices implemented pursuant to the terms above. This training must include a formal assessment. The assessment will ensure that personnel completing the training understand and can implement the requirements to: (1) make race-neutral

compensation decisions; (2) consistently and fairly implement the new or revised written compensation-related practices; and (3) properly document the results of their decisions and retain appropriate records.

5. Self-monitoring/Auditing. During the time period specified by the reporting requirements of this agreement, CDI will monitor base salary for employees in Manager-Exempt positions at the Whitakers, NC establishment for any indication of statistically significant disparities based on gender, ethnicity and/or race and will investigate and remedy any such inequity that cannot be explained by legitimate factors, through salary adjustments.

CDI expressly agrees to investigate any complaint or information it receives that may indicate compensation disparities.

6. Recordkeeping. Pursuant to 41 C.F.R. § 60-1.12, CDI will ensure its managers and other employees at the Whitakers, NC establishment properly maintain all records on the revised compensation policies and procedures, including any associated underlying data and information such as HRIS and payroll data, and any other records or data used to generate required reports.

PART IV: REPORTS REQUIRED

1. CDI will submit the documents and report described below to:

George Rouse
Assistant District Director
U.S. Department of Labor, OFCCP
Raleigh Area Office
4407 Bland Road, Suite 270
Raleigh, North Carolina 27609

- A. CDI will submit one progress report to OFCCP. The report will be due March 24, 2020. CDI will include the following in the progress report:
 1. As described in Part III.C. of this Agreement:
 - a. The compensation database and all additional information identified in Part III.C.1.;
 - b. The analysis, by race and ethnicity, of employees' pay in Manager-Exempt positions identifying any differences in pay; and,
 - c. If differences that cannot be explained by legitimate factors are identified by CDI and/or OFCCP, documentation of pay adjustments to eliminate the differences. The documentation will include the amount of each

adjustment, the date each adjustment will be/was made, and the race and ethnicity of each individual receiving an adjustment.

2. Copies of all documents showing, and written certification that, CDI has taken the corrective actions specified under Part III.D.2. and 3 of this Agreement.
 3. Documentation that all managers, supervisors, and other personnel involved in making compensation decisions have received training on any revised compensation policies developed or provided under Part III.D.4. of this Agreement. The documentation will include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed during the training, and the name and job title of each person who conducted the training.
 4. CDI's AAP for E.O. 11246 that is in effect as of the due date of this report.
2. CDI agrees to retain all records relevant to the violation cited in Part III above and the reports submitted or created in compliance with this Agreement. CDI will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

PART V: SIGNATURES

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

(6), (7)(C)

John Judd
Plant Manager
Consolidated Diesel, Inc.

DATE: 6/5/2019

(6), (7)(C)

George Klose
Assistant District Director -- Raleigh
OFCCP -- Southeast Region

DATE: 6/12/2019

(6), (7)(C), (7)(E)

Compliance Officer -- Columbia
OFCCP -- Southeast Region

DATE: 6/12/2019

(6), (7)(C)

Pamela Quinn
District Director -- Charlotte
OFCCP -- Southeast Region

DATE: 6/12/2019

(6), (7)(C)

Samuel Maiden
Regional Director
OFCCP -- Southeast Region

DATE: 6/12/2019

ATTACHMENT A

AFFECTED EMPLOYEES¹

AND DISTRIBUTION AMOUNTS

Manager-Exempt Positions

Employee ID Number	Annual Base	% Total	Back Pay	Interest	Total
(7)(C)	\$86,700.00	8.88%	\$4,131.29	\$306.68	\$4,437.97
(7)(C)	\$96,200.00	9.85%	\$4,583.96	\$340.29	\$4,924.25
(7)(C)	\$102,800.00	7.64%	\$3,498.90	\$319.37	\$3,818.27
(7)(C)	\$110,800.00	11.34%	\$5,279.66	\$391.93	\$5,671.59
(7)(C)	\$126,900.00	12.99%	\$6,046.83	\$448.88	\$6,495.71
(7)(C)	\$92,100.00	9.43%	\$4,388.60	\$325.79	\$4,714.38
(7)(C)	\$99,800.00	5.97%	\$2,717.43	\$270.03	\$2,987.46
(7)(C)	\$98,200.00	6.59%	\$3,008.10	\$285.39	\$3,293.48
(7)(C)	\$95,400.00	9.77%	\$4,545.84	\$337.46	\$4,883.30
(7)(C)	\$89,400.00	9.15%	\$4,259.94	\$316.24	\$4,576.18
(7)(C)	\$82,000.00	8.39%	\$3,907.33	\$290.06	\$4,197.39

¹ If an affected employee on Attachment A is not located or does not return forms as described in this Agreement, the remaining monies will be paid in a second distribution to other affected employees in accordance with Part III A of this Agreement.

ATTACHMENT B

NOTICE TO AFFECTED CLASS MEMBERS

Dear [NAME]:

Consolidated Diesel, Inc. ("CDI") and the U.S. Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement (the "Agreement") to remedy the violation of Executive Order 11246 (E.O. 11246) that OFCCP found during a compliance review of CDI's facility located at 9377 North U.S. Highway 301 South in Whitakers, North Carolina 27891. OFCCP's analysis showed that since October 1, 2013, black employees in Manager-Exempt positions were paid significantly less per year than white employees in the same positions. CDI denies any violation of E.O. 11246 and there has not been any adjudicated finding that CDI violated any laws. OFCCP and CDI entered into this Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as one of the individuals who currently work or have previously worked in the Manager-Exempt role between January 1, 2013 and December 31, 2013. Under this Agreement, you may be eligible to receive a payment of at least \$XXXX (less deductions required by law). Under the terms of this Agreement it may take up to six months or more from the date of this letter before you receive your payment. In order to be eligible for a payment, you must complete, sign, and timely return the enclosed Information Verification Form ("Interest Form") and Release of Claims Under Executive Order 11246 Form ("Release").

The Interest Form and the Release should be mailed as soon as possible and must be postmarked to the address below no later than [INSERT DATE], for you to be entitled to participate in this settlement:

Larry T. Williams
Human Resources Director
Consolidated Diesel, Inc.
9377 North US Highway 301
Whitaker, North Carolina 27891

You may use the enclosed postage-paid return envelope to return the completed and signed Interest Form and Release.

If you have any questions you may call Larry T. Williams at CDI at (812) 447-2477 or OFCCP Compliance Officer (7)(C), (7)(E) at (803) 251-4680. Your call will be returned as soon as possible.

If you fail to complete and return the enclosed document(s) to CDI by [INSERT DATE], you will forfeit any rights to participate in this settlement and will not be eligible to receive a payment.

Sincerely,

Larry T. Williams
Human Resources Director

Enclosures:
Information Verification Form
Release of Claims Under Executive Order 11246 Form

ATTACHMENT C

INFORMATION VERIFICATION FORM (INTEREST FORM)

You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement between Consolidated Diesel, Inc. ("CDI") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP"). Please print legibly, except for the signature.

Printed Name: _____

Address: _____

Telephone Numbers:

Home _____

Cell _____

Work: _____

Email: _____

Please notify CDI at the address below if your address or phone number changes within the next twelve months.

Larry T. Williams
Human Resources Director
Consolidated Diesel, Inc.
9377 US Highway 301 North
Whitaker, North Carolina 27891

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW NO LATER THAN [INSERT DATE], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

I, (print name) _____, certify the above is true and correct.

Signature

Date

ATTACHMENT D

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 ("Release") is a legal document. The document states that in return for Consolidated Diesel, Inc. ("CDI") paying you back wages, you agree that you will not file any lawsuit against CDI for allegedly violating Executive Order 11246 regarding its compensation of black employees in Manager-Exempt positions. It also says that CDI 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 from the settlement between the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and CDI.

In consideration of a back wage payment of \$XXXX (less deductions required by law) by CDI to me, which I agree is acceptable, I (print name) _____ agree to the following:

I.

I hereby waive, release and forever discharge CDI, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my compensation in a Manager-Exempt position on the basis of my race at any time prior to the date of my signature on this Release.

II.

I understand that CDI denies that it treated me unlawfully or unfairly in any way and that CDI entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment described above to resolve alleged disparities in compensation and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on June 19, 2014. I further agree that the payment of the aforesaid sum by CDI to me is not to be construed as an admission of any liability by CDI.

III.

I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors and seek legal advice. I further declare that I have decided of my own free will to sign this Release.

IV.

I understand that if I do not sign this Release and return it to CDI by [INSERT DATE], I will not be entitled to receive any payment (less deductions required by law) from CDI.

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

Signature

ATTACHMENT E**TIMELINE**

ACTIVITY	RESPONSIBLE PARTY	DATE
Notify all Affected Employees of the terms of this Agreement (initial mailing)	CDI	6/24/2019
Notify OFCCP of all completed and returned Interest and Release Forms from initial mailing	CDI	8/8/2019
Provide a list to OFCCP of any Affected Employees who did not complete and return Interest and Release forms along with a file containing PII for these Class Members	CDI	8/8/2019
Provide a list of those Affected Employees identified on CDI's list for whom OFCCP was able to verify current or alternate addresses	OFCCP	8/22/2019
Notify each Affected Employee of the terms of this Agreement for whom OFCCP was able to verify a current address (second mailing)	CDI	9/12/2019
Final deadline for Affected Employees to respond to notification	Affected Employees	10/14/2019
Submit the Final List of Class Members and copies of all completed Verification Forms and Releases not previously submitted to OFCCP	CDI	10/28/2019
If OFCCP believes any Class Member should be included on the Final List but is not, notify CDI and identify such Class Members	OFCCP	11/4/2019
Add any Class Members whom the parties agree to the Final List	CDI and OFCCP	11/11/2019
Provide the distribution amount owed to each Class Member	OFCCP	11/11/2019
Pay each Class Member employed and mail a check to all other Class Members	CDI	11/25/2019

ACTIVITY	RESPONSIBLE PARTY	DATE
Provide documentation verifying payment to Class Members as well as information on any undeliverable payments	CDI	12/9/2019
Locate the specific eligible Class Member and inform CDI of a corrected address so that the check may be re-mailed	OFCCP	12/25/2019
Re-mail check to eligible Class Member	CDI	1/9/2020
CDI mails second distribution checks to eligible Class Members	CDI	1/23/2020
Uncashed checks sent to eligible Class Members shall be void	CDI	3/9/2020
CDI mails second distribution checks to eligible Class Members	CDI	2/24/2020
Conduct compensation analysis for Manager-Exempt Positions	CDI	2/24/2020
Provide the compensation database (in MS Excel format) used in the analysis to OFCCP.	CDI	3/24/2020
Provide evidence of CDI's investigation and remedy of any statistically significant compensation disparities through salary adjustments.	CDI	3/24/2020
Submit progress report	CDI	3/24/2020