

## CONCILIATION AGREEMENT

Between

THE U.S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

And

FASTENAL COMPANY

3833 Airport Road

Denton, TX 76207

### **PART I. PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated Fastenal Company's ("Fastenal") facility located at 3833 Airport Rd., Denton, TX 76207 (the "Denton facility") and found that Fastenal was not in compliance with 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 Fastenal of the specific violations found and the corrective actions required in a Notice of Violations issued on June 26, 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 Fastenal enter this Conciliation Agreement ("Agreement") and agree to all of the terms stated below.

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

1. In exchange for Fastenal'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 Fastenal violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Fastenal 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. Fastenal will permit access to the Denton facility premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.

3. Fastenal understands that nothing in this Agreement relieves Fastenal 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, 38 USC § 4212 ("VEVRAA"), their implementing regulations, and other applicable equal employment laws.
4. Fastenal 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) calendar days after Fastenal submits the final progress report required in Part IV (D), below, unless OFCCP notifies Fastenal in writing prior to the expiration date that Fastenal has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Fastenal has met all of its obligations under the Agreement.
10. If Fastenal violates this Agreement,
  - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
    - 1) If OFCCP believes that Fastenal violated any term of the Agreement while it was in effect, OFCCP will send Fastenal a written notice stating the alleged violations and summarizing any supporting evidence.
    - 2) Fastenal will have 15 calendar 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 Fastenal 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. Fastenal 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 Fastenal of any violation of E.O. 11246, or other laws, nor has there been an adjudicated finding that Fastenal violated any laws.

### PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. VIOLATION: OFCCP found that Fastenal is not in compliance with 41 CFR § 60-1.4 (a)(1). OFCCP's analysis of Fastenal's hiring process and selection procedures for the 8B Part Time Laborer Job Group revealed discrimination against female, black, and Hispanic applicants in the hiring process during the period of November 6, 2012 through November 6, 2014 (hereinafter "Review Period").

OFCCP's analysis of Fastenal's hiring process and selection procedures for the 8B PT Laborer Job Group revealed discrimination against female applicants when compared to male applicants. OFCCP found a statistically significant disparity in hiring of [REDACTED] standard deviations with a shortfall of 36 females.

OFCCP's analysis of Fastenal's hiring process and selection procedures for the 8B PT Laborer Job Group also revealed discrimination against black and Hispanic applicants when compared to white applicants. OFCCP found a statistically significant disparity in the hiring of black applicants of [REDACTED] standard deviations and a shortfall of 17; and a statistically significant disparity in the hiring of Hispanic applicants of [REDACTED] standard deviations and a shortfall of 7.

The total adjusted shortfall, accounting for race/ethnicity and gender, is 55.

REMEDY: Fastenal agrees to immediately cease its hiring practices that unlawfully adversely impact applicants for employment for 8B PT Laborer positions on the basis of gender, race and/or ethnicity and will implement the following corrective actions with respect to the Denton facility:

- a) Revision of the Hiring Process, Implementation and Training: Within 60 calendar days of the Effective Date of this Agreement, Fastenal will revise its hiring process and will provide a written copy of its revised practices, policies and procedures that the company will use to recruit, track and hire applicants for part-time Laborer

positions (hereinafter the "Revised Hiring Process"). The Revised Hiring Process will contain the following:

- i. Procedures to recruit job seekers for part-time Laborer positions including mandatory postings, 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 part-time Laborer 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, telephone screen, interview, post-hiring screen or other selection procedure.
- iv. Procedures to ensure job seekers and applicants 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, Fastenal will fully implement the Revised Hiring Process and will provide training to all individuals involved in any way in recruiting, selecting or tracking applicants for part-time Laborers positions. Fastenal will also train any individuals hired or transferred into such positions within 60 calendar days of the new assignment. The training will include specific instruction on the proper implementation of the revised procedures identified in paragraphs (i) through (v) above.

- b) Notification: Within 30 calendar days of the Effective Date of this Agreement, Fastenal must notify the Class Members listed in Attachment 1 of the terms of this Agreement by mailing, by first class mail, to each Class Member the Notice Form ("Notice" - Attachment 2), the Claim Form (Attachment 3), the Release of Claims Under Executive Order 11246 ("Release" - Attachment 4), and a postage paid return envelope. Fastenal will notify OFCCP of all letters returned as undeliverable within 30 days of the Notice mailing. Within 75 days of the Notice mailing, Fastenal will provide a list to OFCCP of those Class Members who have not yet responded to the Notice and/or have not fully executed the Claim Form and Release within 60 calendar days of the Effective Date. OFCCP will then initiate efforts to locate those Class members and will provide updated contact information to Fastenal within 10 calendar days of receiving the list.

Fastenal agrees to mail, by first class mail, a second Notice, Claim Form, Release, and postage paid, self-addressed return envelope to Class Members that OFCCP locates within five (5) business days of receiving updated contact information.

- c) Eligibility: All Class Members listed on Attachment 1 who sign and return the Claim Form and Release to Fastenal 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 a job pursuant to this Agreement. If a Class Member does not return the Claim Form and Release to Fastenal within 120 calendar days of the Effective Date of the Agreement, the Class Member will no longer be entitled to any relief pursuant to this Agreement.

Within 140 calendar days of the Effective Date of the Agreement, Fastenal will provide OFCCP with a list 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 Claim Form and Release it received. OFCCP will provide Fastenal with all original executed Interest and Release Forms it received. Within 150 calendar days from the Effective Date of the Agreement, OFCCP will review and approve the final list of Eligible Class Members or discuss with Fastenal 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 will be entitled to a share of the monetary settlement regardless of whether they are interested in employment with Fastenal.

- d) Employment: As part-time Laborer positions become available, Fastenal will consider for employment qualified Eligible Class Members who are not currently employed by Fastenal who indicate an interest in employment on their Claim Forms and comply with Fastenal's hiring process. Fastenal shall not impose more stringent or different hiring criteria to Eligible Class Members as it did to other applicants for part-time Laborer positions during the Review Period.

Eligible Class Members will be considered for part-time Laborer job openings in the order that Fastenal 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 on the Claim Form. If Fastenal receives more than one Claim Form on any given day, the order of those Eligible Class Members will be based on the earliest date of their original application.

Fastenal will allow Eligible Class Members at least one (1) week to accept an offer of employment and at least two (2) weeks to report for work after receiving a written job offer by Fastenal. Pursuant to this Agreement, Eligible Class Members hired into part-time Laborer positions must be paid the current wage rate for part-time Laborer

positions and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other similarly-situated employees.

Fastenal must fulfill its hiring obligations under this section within 24 months of the Effective Date of this Agreement by either hiring 55 Eligible Class Members (36 of whom are female, 17 of whom are black, and 7 of whom are Hispanic) or by exhausting the list of Eligible Class Members who are not currently employed by Fastenal who express an interest in employment and comply with Fastenal's hiring process. Any Eligible Class Members hired by Fastenal at the Denton facility after the effective date of this Agreement who are female, black and/or Hispanic will count towards the hiring goal of 55, despite the fact that the final list of Eligible Class Members may not have been finalized at the time of the job offer.

Eligible Class Members shall be responsible for notifying Fastenal of any changes in their address or other contact information and must successfully complete Fastenal's hiring process.

- e) Monetary Settlement: Within 30 calendar days of the Effective Date of this Agreement, Fastenal will deposit \$250,000 into an interest bearing escrow account for distribution to the Eligible Class Members. The \$250,000 consists of \$225,000 in back pay and \$25,000 in interest. The monetary settlement is a negotiated amount that represents estimated back pay and interest and takes into account tenure and interim earnings.

Fastenal will distribute the \$250,000, less legal deductions required by law from back pay only (such as, but not limited to, federal, state and/ or local taxes and the Eligible Class Members' share of FICA taxes), in equal shares among all Eligible Class Members on the final approved list.

Fastenal 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. Fastenal will disburse the monetary settlement within 30 calendar days after OFCCP approves and provides Fastenal with a copy of the final list of Eligible Class Members.

Within ten calendar days of Fastenal's receipt of a check to an Eligible Class Member returned as undeliverable, Fastenal will notify OFCCP of this fact via e-mail sent to District Director Karen Hyman at [\(b\) \(6\), \(b\) \(7\)\(C\)@dol.gov](mailto:(b) (6), (b) (7)(C)@dol.gov). OFCCP will attempt to locate the Eligible Class Member and if OFCCP obtains an alternate address, Fastenal will re-mail the check within ten calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds, Fastenal will make a second monetary distribution to all Eligible Class

Members who cashed their first checks if the remaining uncashed amount will result in a second payment of \$30.00 or more to each Eligible Class Member. If the total amount of uncashed funds would result in a payment of less than \$20.00 to each Eligible Class Member, Fastenal 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 the Remedy for Violation 1.

2. VIOLATION: Fastenal failed to preserve and make available for inspection all personnel and employment records in accordance with the requirements of 41 CFR § 60-1.12(a) and 41 CFR § 60-3. Specifically, during the Review Period Fastenal failed to maintain complete and accurate records of applicant tracking information and drug test results and failed to provide, upon OFCCP's request, the results of Fastenal's self-analyses and adverse impact analyses as required by 41 C.F.R. 60-3.15A and 60-3.4.

REMEDY: Fastenal must ensure that its records are collected and maintained in accordance with the requirements of 41 CFR § 60-1.12(a) and 41 CFR § 60-3, and Fastenal must provide those records upon request. Additionally, Fastenal must conduct adverse impact analyses, as required by 41 C.F.R. §§ 60-3.15A and 60-3.4, on at least an annual basis for the purpose of determining whether adverse impact exists against applicants based on race, sex, or national origin/ethnic group in hiring, promotion, termination, and other personnel activities. These analyses will 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 identified in the total selection process, Fastenal will evaluate each individual component of the selection process for adverse impact. If adverse impact is found to exist in any of the individual components of the selection process, Fastenal will validate each such component in accordance with the Uniform Guidelines on Employee Selection Procedures or utilize selection procedures which do not result in adverse impact.

3. VIOLATION: Fastenal failed to properly implement the Internet Applicant Rule, as defined by 41 C.F.R. § 60-1.3(4)(i)(A), by not advertising to potential applicants all basic qualifications necessary to be considered for the position.

REMEDY: Fastenal must ensure that all basic qualifications necessary for an applicant to be considered for a position are included in advertisements and job postings.

4. VIOLATION: Fastenal failed to validate a selection procedure that had adverse impact on black and Hispanic applicants for part-time Laborer positions as required by 41 CFR § 60-3.3A. Specifically, the test validation strategy used by PreVisor (Fastenal's applicant tracking and on-line application system) is not acceptable under the Uniform Guidelines on Employee Selection Procedures ("UGESP"). The set passing score of 40 was not justified according to UGESP and no information was provided concerning test reliability, calling into question the dependability of the scores used for making high

stakes decisions. Additionally, no evidence was provided that any attempt was made to lessen the adverse impact of the test, as required by UGESP.

REMEDY: On August 1, 2015, Fastenal ceased using PreVisor as a part of its selection process. Fastenal must ensure that any future test used as a part of its selection process adheres to the UGESP.

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

Fastenal must submit the documents and reports described below within the required timeframes to Karen N. Hyman, District Director, OFCCP-Houston District Office, 2320 La Branch Street, Suite 1103, Houston, TX 77004.

1. Within thirty (30) calendar days of the Effective Date of this Agreement, Fastenal 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 sixty (60) calendar days of the Effective Date of this Agreement, Fastenal 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 described below, Fastenal will provide OFCCP documentation that all managers, supervisors and other personnel involved in recruiting, selecting, or tracking applicants for part-time Laborer positions at the Denton facility 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, Fastenal 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, a list of Eligible Calls Members who have returned a signed Claim Form and Release within 120 calendar days of the Effective Date.

Fastenal must also submit four semi-annual progress reports that cover 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. If Fastenal fails to fulfill its hiring obligations pursuant to this Agreement within 24 months, Fastenal will continue to submit reports every six months until it has completed its hiring obligations.

Pursuant to Violation 1, Fastenal 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 must 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. Fastenal shall provide OFCCP with copies of all canceled checks upon request;
- 2) Documentation of specific hiring activity for each Eligible Class Member who was offered and/or hired pursuant to this Agreement, including name, date of offer/hire, job title offered/hired into, and starting wage rate;
- 3) For Eligible Class Members who were considered for employment but were not hired, Fastenal will provide the reason for non-selection along with all relevant documentation (e.g., failure to complete the selection process, failure to appear for interview, failure to submit to and/or satisfy pre-employment screening, documentation that the Eligible Class Member declined a job offer, etc.);

Fastenal will continue submitting the information in subsections 1-3 above in the four (4) semi-annual progress reports until the monetary distribution has been made and the hiring obligations have been satisfied or the list of those Eligible Class Members interested in a job has been exhausted, whichever occurs first. If complete documentation is provided in one or more progress reports, it need not be submitted in a subsequent progress report.

Pursuant to Violations 2-4, Fastenal will submit the following in each progress report:

- 1) The total number of job seekers for part-time Laborer positions. The total number of applicants and hires, with the breakdown by race, gender and ethnic group, for part-time Laborer positions at the Denton facility during the respective reporting period, including all part-time, and seasonal workers.
- 2) The results of Fastenal's analysis as to whether its total selection process has adverse impact, as defined in 41 C.F.R. § 60-3.4D, on those members of the group set forth in 41 C.F.R. § 60-3.4B. For purposes of the adverse impact analysis, Fastenal must not include hires made of Eligible Class Members pursuant to this Agreement in that analysis. With respect to the adverse impact analysis, for all progress reports except the first, Fastenal 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 Fastenal's evaluation of the individual components of the selection process for adverse impact;

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- 4) The actions taken by Fastenal 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.

Fastenal will retain all records and data pertaining 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 this Agreement or consistent with regulatory requirements, whichever is later.

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

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PART V. SIGNATURES

This Conciliation Agreement is hereby executed by and between the OFCCP and Fastenal Company.

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

Noelle Oas  
Director of Compliance-HR  
Fastenal Company

(b) (7)(C), (b) (7)(E)

(b) (7)(C), (b) (7)(E)  
Compliance Officer  
Houston District Office, OFCCP

Date: March 1, 2018

Date: 03-05-2018

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

LaToya Smith  
Assistant District Director  
Houston District Office, OFCCP

Date: 03/05/2018

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

Karen N. Hyman  
District Director  
Houston District Office, OFCCP

Date: 03/05/2018

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

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

Date: 3-5-2018

- Attachments  
Attachment 1, Affected Class Members  
Attachment 2, Notice Form  
Attachment 3, Claim Form  
Attachment 4, Release of Claims

ATTACHMENT 1  
Female Affected Class Members (Minus Black and Hispanic)

Count	Applicants ID	Application Date	Gender	Race	Name
1	<b>(b) (6), (b) (7)(C)</b>				
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Count	Applicants ID	Application Date	Gender	Race	Name
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Count	Applicants ID	Application Date	Gender	Race	Name
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ATTACHMENT 1  
Black Affected Class Members

Count	Applicants ID	Application Date	Gender	Race	Name
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Count	Applicants ID	Application Date	Gender	Race	Name
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Count	Applicants ID	Application Date	Gender	Race	Name
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Count	Applicants ID	Application Date	Gender	Race	Name
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Count	Applicants ID	Application Date	Gender	Race	Name
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Count	Applicants ID	Application Date	Gender	Race	Name
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Count	Applicants ID	Application Date	Gender	Race	Name
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Count	Applicants ID	Application Date	Gender	Race	Name
310	<b>(b) (6), (b) (7)(C)</b>				
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ATTACHMENT 1  
Hispanic Affected Class Members

Count	Applicants ID	Application Date	Gender	Race	Name
1	<b>(b) (6), (b) (7)(C)</b>				
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Count	Applicants ID	Application Date	Gender	Race	Name
38	<b>(b) (6), (b) (7)(C)</b>				
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Count	Applicants ID	Application Date	Gender	Race	Name
77	(b) (6), (b) (7)(C)				
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Count	Applicants ID	Application Date	Gender	Race	Name
116	<b>(b) (6), (b) (7)(C)</b>				
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Count	Applicants ID	Application Date	Gender	Race	Name
155	<b>(b) (6), (b) (7)(C)</b>				
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Count	Applicants ID	Application Date	Gender	Race	Name
194	<b>(b) (6), (b) (7)(C)</b>				
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*You may be eligible to get money and a job  
because of a legal settlement between Fastenal  
and the U.S. Department of Labor.*

We are writing to provide information about a legal settlement between the U.S. Department of Labor and Fastenal Company (hereinafter "Fastenal") 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 Fastenal located at 3833 Airport Road, Denton, TX 76207 ("the Denton facility").

**ARE YOU AFFECTED?**

If you are a female, black or Hispanic applicant who applied and was not hired for a part-time Laborer position at Fastenal between November 06, 2012 and November 06, 2014, 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 a compliance review of Fastenal's hiring practices at the Denton facility for the period of November 06, 2012 through November 06, 2014. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP found evidence that Fastenal discriminated against applicants who applied for part-time Laborer positions at the Denton facility during the period from November 06, 2012 to November 06, 2014. OFCCP issued a Notice of Violations to Fastenal based upon these allegations.

Fastenal denies these allegations and there has not been any finding by a court that Fastenal violated any laws or discriminated against you. However, although Fastenal disagrees with OFCCP's findings, OFCCP and Fastenal 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 violations.

As a result of OFCCP's and Fastenal's agreement, Fastenal will pay money to certain rejected applicants who applied for part-time Laborer jobs at the Denton facility during the relevant time frame. Fastenal will also offer jobs to some of these applicants.

**WHAT DOES THIS MEAN FOR YOU?**

Because you applied for a part-time Laborer 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 \$XXX** (before taxes). This payment represents an equal share of back wages and interest that Fastenal is making to settle this case. The final amount you will receive will be reduced by lawful payroll deductions such as income tax 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) As jobs become available, FASTENAL will be making job offers for part-time Laborer positions to some of the individuals receiving this Notice. It is not guaranteed that you will receive a job offer. If you are interested in a job with Fastenal, please express your interest on the enclosed Claim Form.
- (3) To get these benefits, you will need to release (give up) certain legal claims. A copy of the Release for you to sign is included with this Notice.

## WHAT IS YOUR NEXT STEP?

You should read this Notice and the Claim Form carefully and any other information you received from the Department of Labor or Fastenal. Please do not ignore these documents or throw them away.

It is very important that you fill out and return the Claim Form and Release by the deadline. Otherwise, you will miss out on getting money or an opportunity for a job.

To be eligible for a payment and a possible job offer, you must complete, sign, and return the enclosed Claim Form and Release no later than **[insert actual date]**. There are instructions on the Claim Form about how to mail them in.

**The Claim Form and Release must be postmarked or hand-delivered 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 a job opportunity or any other relief provided 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 made available to you through 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.  
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 your 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 Release postmarked or hand-delivered on or before [insert Deadline above], to

[Name and Address]

If you do not submit a properly completed Claim Form and Release 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 will not be considered for a job offer as part of the settlement.**

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

\*\*\*

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

- (1) To confirm important information we need in order to make sure you are eligible to receive money under this settlement and 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.*

**For purposes of this settlement, it is necessary to verify your gender:**

Female  Male

**For purposes of this settlement, it is necessary to verify your race:**

Caucasian     African American/Black     Hispanic  
 Asian/Pacific Islander     American Indian/Alaska Native

**It is very important that you notify us if your address or other contact information changes within the next eight months. You can also contact us if you have any questions about this Claim Form, the Release, or the settlement. Our contact information is:**

Name  
Address  
Phone  
Email/website link

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

- Yes, I am still interested in an 8B Part-time Laborer position with Fastenal located in Denton, Texas. I understand that to be eligible for a job I must meet all of the job qualifications including: (1) be eligible for rehire with Fastenal; (2) complete an updated employment application; (3) be at least 18 years of age; (4) pass a drug test; (5) be eligible to work in the United States; (6) agreement to accept work hours and overtime, and shift requirements according to Fastenal's needs.
- No, I am not currently interested in an 8B Part-time Laborer position with Fastenal located in Denton, Texas.

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

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

I certify the above as true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

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**PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST SIGN AND RETURN THIS RELEASE TO RECEIVE MONEY AND A POTENTIAL JOB OFFER AS PART OF THE SETTLEMENT BETWEEN OFCCP AND FASTENAL COMPANY**

*This Release of Claims under Executive Order 11246 ("Release") is a legal document. This Release states that in return for Fastenal Company providing you with money and a potential job offer, you agree that you will not file any lawsuit against Fastenal for allegedly violating Executive Order 11246 in connection with the hiring of female, black or Hispanic applicants for part-time Laborer positions. It also says that Fastenal does not admit it violated any laws. By signing this Release, you confirm that you 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 document. 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 as part of the settlement.*

\*\*\*\*\*

In consideration of the payment of at least \$XXX (less deductions required by law) and a potential job offer for a part-time Laborer position at Fastenal's facility in Denton, Texas, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Fastenal, 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 female, black and Hispanic applicants into part-time Laborer positions at Fastenal's facility in Denton, Texas, during the period of November 06, 2012 through November 06, 2014.

II.

I understand that Fastenal denies that it treated me unlawfully or unfairly in any way and that Fastenal 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 review of Fastenal initiated on November 06, 2014. I further agree that the payment and potential job offer by Fastenal to me is not to be construed as an admission of any liability by Fastenal.

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 Fastenal or OFCCP so that it is received by [DATE], I will not be entitled to receive \$XXX (*less deductions required by law*) or a potential job offer for a part-time Laborer position at Fastenal's facility in Denton, Texas.

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

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

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