

CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

INTERNATIONAL PAPER - SHELBYVILLE

500 W. Dacey Drive

Shelbyville, Illinois 62565

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated the International Paper – Shelbyville (IP hereinafter) facility located at 500 W. Dacey Drive, Shelbyville, Illinois 62565 and found that IP was not in compliance with the Executive Order 11246, as amended ("E.O. 11246"), and its implementing regulations at 41 C.F.R. Section(s) 60-1, 60-2, and 60-3. OFCCP notified IP of the specific violations found and the corrective actions required in a Notice of Violations issued on March 14, 2017. In the interest of resolving the alleged violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and IP enter this contract ("Conciliation Agreement" or "Agreement") and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

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

3. IP understands that nothing in this Agreement relieves IP of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment laws.
4. IP 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, 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 in this Agreement. 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 Midwest 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. In computing any time period specified in this Agreement, every calendar day shall be counted unless otherwise specified in this Agreement.
10. This Agreement will expire sixty (60) days after IP submits the final progress report required in Part IV (D), below, unless OFCCP notifies IP in writing prior to the expiration date that IP has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determine IP has met all of its obligations under the Agreement.
11. If IP violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that IP violated any term of the Agreement while it was in effect, OFCCP will send IP a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) IP will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.

- 3) If IP 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. IP 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.
12. This Agreement does not constitute an admission by IP of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that IP violated any laws.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. DISCRIMINATION: SEX – PLACEMENT

- A. **STATEMENT OF VIOLATION.** OFCCP alleges that IP failed to ensure that its employees were placed and compensated without regard to their sex as required by 41 C.F.R. 60-1.4(a)(1) and 41 C.F.R. 60-20.4. A review of compensation and placement practices for all hourly positions revealed that on average, Female employees were initially placed in positions that were compensated at a lower hourly wage rate than their Male counterparts. OFCCP found that, upon hire¹, Female new hires were disproportionately assigned to lower-paying positions in Labor Grade 1, while Male new hires were disproportionately assigned to higher-paying production positions in Labor Grades 3 and 6. The alleged discrimination occurred during the period of December 27, 2010 through March 15, 2013 (hereinafter “Review Period”).

Based on the examination of personnel records, and interviews with managers, human resources representatives, employees and selecting officials, as well as anecdotal evidence gathered during the investigation; OFCCP determined that Females hired into lower paid Labor Grade 1² positions were as qualified as the Males who were hired into the higher paid Labor Grade 3³ and 6⁴ positions during the same time period. IP identified (b) (7)(E) (b) (7)(E) males (b) (7)(E) females) hourly production hires for the Review Period.

¹ IP initially hired certain applicants prior to receiving post-offer, pre-employment screen results as identified in IP's response to OFCCP on February 23, 2017. IP terminated the employment of these hires upon receiving the adverse results. In the identified violations in this Agreement, when referencing hires, those individuals referenced herein are not included, as per the IP's request and OFCCP's agreement.

² During the Review Period, Labor Grade 1 jobs included Packer and Label Relief positions.

³ During the Review Period, Labor Grade 3 jobs included Machine Operator, M.O./Material Handler, Blanker Operator, Press Helper, Warehouseperson, Warehouse – IND, Storeroom/Tool Crib Clerk, Warehouse Clerk, and Machine Cleaner positions.

⁴ During the Review Period, Labor Grade 6 jobs included Lead Operator Apprentice, Lead Operator, Mounter, Tool Crib/Stores Admin., and Preventative Maintenance positions.

During the Review Period, IP placed (b) (7)(E) males and (b) (7)(E) females into Labor Grade 3 positions and placed (b) (7)(E) males and (b) (7)(E) females into Labor Grade 6 positions.

Therefore, IP's placement practices resulted in a compensation disparity adversely affecting Female employees at an (b) (7)(E) standard deviation level with a resulting shortfall of (b) (7)(E) Female Placements into Labor Grade 3, and a (b) (7)(E) standard deviation level with a resulting shortfall of (b) (7)(E) Female Placements into Labor Grade 6. The remaining (b) (7)(E) female hires were placed in the lower paying Labor Grade 1 positions.

- B. REMEDY FOR AFFECTED CLASS. IP agrees: (a) to take all reasonable efforts to locate all 82 Female Placement Class Members (Attachment A) who were hired during the Review Period and to provide all located eligible Female Placement Class Members with a make whole remedy, including monetary relief with interest; (b) to provide "hire" relief for this Violation as follows: (1) IP will prepare a Preferential Bid list (pursuant to the terms of this Agreement) and will offer positions in Labor Grade 3 to current employees on Attachment A who have expressed an interest in a position during the claims process, are qualified, and who have not already been awarded a position in a Labor Grade 3 position or higher during employment with IP ("Female Placement Class Members on Attachment A(1)"); (2) IP will work through the list of Female Placement Class Members on Attachment A(1) as Labor Grade 3 job openings are posted in the Shelbyville, Illinois facility until the adjusted placement shortfall requirement is satisfied or the list is exhausted, whichever occurs first; (3) IP will prepare a list of Female Placement Class Members who voluntarily terminated employment prior to the effective date of this Agreement who remain eligible for rehire, and who were not awarded a position during their employment with IP ("Female Placement Class Members on Attachment A(2)"); (4) if IP has not satisfied the adjusted placement shortfall and has exhausted the Female Placement Class Member Attachment A(1) list, IP will contact those listed as Female Placement Class Members on Attachment A(2) as job openings in Labor Grade 3 positions become available and offer positions to interested and qualified eligible Female Placement Class Members until the adjusted placement shortfall requirement in this Violation is fulfilled or the Female Placement Class Member Attachment A(2) list is exhausted, whichever occurs first; (5) during and after the Review Period, IP promoted at least three (3) Female Placement Class Members listed on Attachment A into lead operator apprentice positions in Labor Grade 6, and therefore, the preferential hiring remedy for Labor Grade 6 for this Placement Violation has been satisfied and no additional action is required by IP as it relates to preferential hiring for Labor Grade 6 for the Placement Violation. The Female Placement Class Members who are promoted or placed pursuant to the remedy in the Placement Violation of this Agreement will be paid at the current rate of pay for the applicable position for Labor Grade 3 and will retain their original Company service date for purposes of all retro-active seniority benefits related to Female Placement Class Member's original hire date with IP. IP also agrees: (a) to prevent retaliation, harassment, and any other form of reprisal or adverse action to any Female Class Member based on or in relation to the terms of this Remedy; (b) to review its initial placement/position assignment process and eliminate those practices that led to the alleged discrimination; (c) to develop procedures

to review at least annually, the initial placement process for ensuring nondiscrimination, and (d) to take action to assure that this violation ceases and does not recur.

- 1) Notice. On or before November 1, 2017, IP must notify the Female Placement Class Members listed in Attachment A of the terms of this Agreement by regular mail and electronic mail "email". IP will use the last known address and email (if on file) for each employee. IP shall include the Notice to Affected Female Placement Class Members (Attachment E, hereinafter "Notice to Female Placement Class Members"), Female Placement Class Members Information Verification & Employment Interest Form (Attachment F, hereinafter "Female Placement Interest Form"), Female Placement Class Members Release of Claims under Executive Order 11246 (Attachment G, hereinafter "Female Placement Release"), and a postage paid return envelope (hereinafter collectively referred to as "Female Placement Notification Package"). After mailing the Female Placement Notification Package, IP will provide OFCCP with a Microsoft Excel report containing the address used for each Female Placement Class Member.

Each Female Placement Class Member or her legal representative in the event that the Female Placement Class Member is deceased, shall be instructed to respond by December 1, 2017. Those individuals who do not respond (including unclaimed mail, undeliverable mail, and incorrect addresses) by December 1, 2017, shall be listed by name, address, and Social Security Number of record in a Microsoft Excel report. This report shall be sent to OFCCP, Indianapolis District Office, on or before December 15, 2017.

OFCCP will then attempt to obtain and provide updated addresses to IP on or before January 15, 2018. On or before February 1, 2018, IP agrees to re-mail a second Female Placement Notification Package to all individuals for whom updated addresses were obtained. After mailing the Female Placement Notification Package, IP will provide OFCCP with a Microsoft Excel report containing the addresses used for each Female Placement Class Member.

If a Female Placement Class Member responds to either the First or Second mailing and submits an incomplete response (including, but not limited to, one where a social security number was not provided or providing unsigned documents) IP must notify OFCCP by the following Monday of each week after receiving the incomplete response, and OFCCP will follow up with that individual to attempt to obtain the missing information. IP will provide this notification to OFCCP by emailing (b) (7)(C). In that email IP will specify the deficiencies and attach an electronic copy of the incomplete paperwork.

- 2) Eligibility. The total number of Female Placement Class Members to receive preferential hiring and/or monetary relief under this Agreement shall consist of those individuals who respond to the First or Second mailing of the Female Placement Notification Package on or before March 1, 2018, and return fully executed and completed copies of the applicable attachments from the Female Placement

Notification Package, including an unaltered Release (Placement – Eligible Recipient). Eligibility will be based on receipt of the returned documents and IP will have no obligation to consider documents received after March 1, 2018. Any individuals listed on Attachment A who do not respond by March 1, 2018 shall be deemed ineligible to receive a portion of the Placement Settlement Fund as defined in Part III. 1B(3) of this Agreement or preferential placement under the terms of this Agreement.

- 3) Monetary Settlement. In settlement of all potential claims by eligible Female Placement Class Members for monetary relief, including back pay and interest, IP agrees to pay the total amount of \$347,642.20. This represents \$298,972.29 in back pay and \$48,669.91 in interest. The total amount of \$347,642.20 shall be referred to hereafter as the "Placement Settlement Fund." This monetary settlement is a negotiated amount that represents back pay and interest, less interim earnings, and takes into account the opportunities for the Female Placement Class Members to transfer into higher paid production positions during the Review Period.

On or before November 1, 2017, IP shall transfer the Placement Settlement Fund amount in a federally-insured interest bearing account at the prevailing interest rate ("Placement Settlement Fund Account").

On or before November 6, 2017, IP shall notify OFCCP that this action is complete. IP shall identify to OFCCP a person who can be contacted who will be able to provide the current balance of the account and interest, as well as the name and telephone number of the financial institution where the account is located. OFCCP shall be entitled to designate an individual who shall have the authority to make reasonable inquiries, and obtain account information directly from the financial institution at which the Placement Settlement Fund Account is located.

The interest that accrues on the Placement Settlement Fund Account, from the date established to the date on which the funds are withdrawn to make payments to the Eligible Female Placement Class Members will be added to the distribution fund amount and will be equally distributed to the Eligible Female Placement Class Members who timely respond by March 1, 2018.

IP shall distribute the Placement Settlement Fund, plus accrued interest in pro-rata shares equally among Eligible Female Placement Class Members. This monetary relief is not contingent upon accepting any job offer.

On or before March 15, 2018, IP shall send two checks (one check for the back pay and one check for interest), by certified mail or direct deposit (if the Eligible Female Placement Class Member is a current employee at the time the checks are issued and has current direct deposit instructions on file with IP), to each Eligible Female Placement Class Member representing each such person's pro rata share of the Placement Settlement Fund. After mailing the checks IP will provide OFCCP with a

Microsoft Excel report containing the certified mail tracking number for each Placement – Eligible Recipient or indication if the check was direct deposited.

IP shall make all deductions required by law less for payroll withholding taxes including federal, state and/ or local taxes and the Eligible Female Placement Class Members' share of FICA taxes from back pay relief. IP will pay the Internal Revenue Service ("IRS") for the employer's share of social security withholdings and will mail each Eligible Female Placement Class Member the required IRS forms at the end of the tax year in which the payments are made.

Within 10 days of IP's receipt of an undeliverable settlement check, IP shall notify OFCCP of this fact via email to the Assistant Director named above in this Agreement. OFCCP shall attempt to locate the Eligible Female Placement Class Member and if OFCCP obtains an alternative address, IP shall re-mail the checks. Any checks that remain uncashed on or after May 15, 2018 shall be void. With respect to the uncashed funds, IP shall only be required to make a second distribution to all Eligible Female Placement Class Members who cashed their first check if the amount of the uncashed funds divided equally would result in a second distribution over \$40 to each of the located Eligible Female Placement Class Members.

The Female Placement Settlement Fund account shall be closed on or after July 15, 2018. Any balance remaining in the fund shall revert to IP and be used to provide training in equal employment opportunity to its personnel in addition to training it is obligated to provide under the Executive Order, Section 503 and VEVRAA.

The parties may modify any time frame set forth in this Conciliation Agreement by mutual agreement.

- 4) Employment. On March 6, 2018, IP shall establish the preferential Female Placement Class Member Placement/Hire list based on responses received from the Eligible Female Placement Class Members, ranking individuals on the respective list based upon the Female Placement Class Member's original hire date with IP. If more than one Eligible Female Placement Class Member was hired on the same date, the receipt of the fully executed and completed applicable attachments from the Female Placement Notification Package by IP shall also establish the rank on the preferential Female Placement Class Member Placement/Hire list. However, any Female Placement Class Member who has involuntarily terminated employment with IP⁵ during the period of December 10, 2010 through March 14, 2017 will no longer be eligible for placement or hire relief as described in this Agreement⁶. IP

⁵ Involuntary terminations shall be defined as IP's decision to end an employee's employment for violation of one or more Company policies, severe error in actions or judgment, insubordination, failing an alcohol or drug test, and similar actions resulting in an involuntary discharge. Also include are violations of the Company's absence policy, including job abandonment, which results in termination of employment.

⁶ IP shall submit documentation to OFCCP that includes name, date of hire, job title, reason and date of termination for Female Placement Class Members who are deemed eligible for placement relief under the terms of this Agreement.

shall submit preferential Female Placement Class Member Placement/Hire list in accordance with the progress reports identified in IV of this Agreement.

As Labor Grade 3 positions become available, IP shall extend offers to those Eligible Female Placement Class Members listed on Attachment A(1) or Attachment A(2) in the manner provided in Part III.B(2), (3), and (4) until thirty (30) females from the preferential Female Placement Class Member Placement/Hire list are promoted or hired into Labor Grade 3 positions or the list is exhausted. Any Eligible Female Placement Class Member listed on Attachment A(2) will be subject to the same legally-permissible post-offer, pre-employment hiring requirements for these positions during the Review Period. IP shall not impose more stringent or different hiring criteria than was imposed during the Review Period to Eligible Female Placement Class Members. IP will not have any obligation to hire an Eligible Female Placement Class Member listed on Attachment A(2) who does not successfully pass the pre-employment screenings. If IP provides documentation that Female Placement Class Members were placed into positions in Labor Grades 3 and 6 prior to this Agreement IP shall receive credit toward its required placement goal. The preferential Female Placement Class Member Placement/Hire list will remain in effect until the required placements have occurred or the list is exhausted whichever occurs first.

Eligible Female Placement Class Members employed by IP (Attachment A(1)) during the administration of this Agreement who express interest in placement opportunities into Labor Grade 3 positions will be presented a written offer when a position becomes available during working hours and will have three business days in which to accept the offer in person or in writing (email is acceptable), or the offer will be withdrawn by IP. For those Eligible Female Placement Class Members no longer employed by IP (Attachment A(2)), IP will send written job offers by certified mail and shall instruct the Eligible Female Placement Class Members to respond to the offer in writing (email is acceptable) within seven (7) days from receipt of the offer or the offer will be withdrawn by IP, and IP shall be under no further obligation to hire such Eligible Female Placement Class Members under the terms of this Agreement. The report-to-work date for Eligible Placement Class Members who receive the job offer and otherwise meet all post-offer, pre-employment, hiring requirements, shall be at least two (2) weeks after the date of the written job offer acceptance received by IP. If the Eligible Female Placement Class Members do not report to work on the day designated by IP without providing IP notice of good cause for the failure to report to work (e.g., personal illness or care for immediate family member), IP will withdraw the offer and be under no further obligation under this Agreement. If a good cause reason is provided and the Eligible Female Placement Class Member does not report to work within five (5) days of the original designated report-to-work date, IP shall withdraw the offer and be under no further obligation under this Agreement.

The hire and seniority date of each Eligible Female Placement Class Member who is a former IP employee who accepts an offer and is hired under the terms of this Agreement shall be retro-active to the original date of hire. Eligible Female

Placement Class Members that return from a voluntary termination will keep their original hire date as their seniority date with continuous service.

IP shall submit as part of its first and second progress reports to OFCCP the reasons for not hiring an Eligible Female Placement Class Member on the preferential Female Placement Class Member Placement/Hire list who received a job offer.

It is anticipated by both parties that all placement offers/hires relief will be completed on or before September 30, 2019.

C. NON-MONETARY REMEDIES. IP will ensure that all applicants and employees are afforded equal employment opportunities. IP agrees to immediately cease using the selection procedures, practices, and/or policies which negatively affected the placement of female new hires and hiring of female and male applicants in production positions.

1) Revised Placement and Hiring Processes.

(a) Eliminate Discriminatory Selection Procedures. IP agrees to immediately cease use of any placement process/decision making that is not job related and consistent with business necessity, as set forth in 41 C.F.R. Part 60-3. IP agrees to comply with all OFCCP regulations concerning selection and placement procedures, including 41 C.F.R. Part 60-3. IP will not use any selection or placement procedure that has an adverse impact, as defined in 41 C.F.R. § 3.4D, on hires or placements of a particular sex unless the selection process can be properly validated pursuant to these regulations.

(b) Review and Revisions Required. IP will revise, in writing, procedures it uses to select applicants and place new hires for all hourly production positions (hereinafter "Revised Placement Process" and "Revised Hiring Process"). Specifically, IP will:

- (i) create a selection process for hourly production positions which describes the essential functions; the minimum qualifications including required skills and certifications; and the criteria used in each step of the hiring process, including any application screens, interviews, tests, credit checks, review of criminal history, reference checks, testing, or other selection procedure;
- (ii) develop specific, job-related qualification standards for each hourly production position that reflect the duties, functions, and competencies of the position to minimize the potential for sex stereotyping or other unlawful discrimination;
- (iii) ensure all policies and qualification standards are uniformly applied to all applicants;
- (iv) if the revised process allows IP personnel to continue to place individuals into jobs, IP will create a written statement prohibiting sex to be used as a consideration for placement; and

(v) list clearly on all job postings the minimum qualifications, including required skills and certifications.

- 2) Recordkeeping and Retention. IP will write and implement procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process. IP will write and implement procedures to ensure that documents are retained in accordance with 41 C.F.R. 6-1.12(a) and Part 60-3.
- 3) Training. Prior to December 1, 2017, IP will require all employees involved in its application/selection, hiring, and placement process for hourly production positions at the Shelbyville facility to participate in a minimum of two (2) hours of equal employment opportunity training. The training will include (but is not limited to) instruction in: the proper implementation of recruitment, tracking and selection procedures; neutral application of specified qualifications and criteria that will be used at each step in the hiring process; procedures to be used to document the decisions made at each step in the hiring process; procedures for fair and non-discriminatory placement into specific positions; and the procedures to be used to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3. IP will maintain a list of employees who attended the training. Specific attention in the training will be directed to ensure that male and female applicants and female placements, which benefit from the provisions of this Agreement, are not retaliated against.
- 4) Monitoring. IP agrees to monitor selection and placement rates at each step of its selection process for each individual production position. Where it is determined that a selection procedure has a statistically significant adverse impact, as defined in 41 C.F.R. § 3.4D, on the hiring of applicants and/or placement of a particular race or gender, IP will eliminate the procedure, choose an alternative procedure, or validate the procedure in accordance with the UGESP codified at 41 C.F.R. Part 60-3. IP agrees to maintain and make available to OFCCP records concerning the impact of the selection process for production positions at the Shelbyville, Illinois facility. This includes the number of persons hired by gender, the number of applicants who applied by gender, and the selection procedures utilized. This information will be maintained until the expiration of this Agreement or as long as required by the regulations, whichever is later.

2. DISCRIMINATION: SEX – HIRING (FEMALE)

- A. STATEMENT OF VIOLATION. OFCCP alleges that IP discriminated against 236 qualified Female applicants based on gender for hire (Attachment B)⁷ in Labor Grade 3, at the Shelbyville, Illinois facility. The alleged discrimination occurred during the Review Period. IP's alleged failure to afford Female applicants equal employment

⁷ Attachments B through D of this NOV contain a class member list that excludes applicants who applied more than once during the period of December 27, 2010 through March 15, 2013. As a result the attachments may differ than the number of listed class members in the corresponding violations.

opportunities in hiring constitutes a violation of Section 202, Paragraph 1 of Executive Order 11246, as amended, and 41 C.F.R. 60-1.4(a)(1)

Specifically, personnel activity data provided by IP for the Review Period revealed that from a qualified pool of (b) (7)(E) Female applicants, IP hired (b) (7)(E) Females (b) (7)(E) for Labor Grade 3 positions. During the same period, from a qualified pool of (b) (7)(E) Male applicants, IP hired (b) (7)(E) Males (b) (7)(E) for positions within Labor Grade 3. This disproportionate hiring pattern is statistically significant at the level of (b) (7)(E) standard deviations, with a shortfall of 28 Female hires.

In addition to the above, OFCCP alleges that IP discriminated against 225 qualified Female applicants based on gender for hire (Attachment C) in Labor Grade 6, at the Shelbyville, Illinois facility. The alleged discrimination occurred during the Review Period. IP's alleged failure to afford Female applicants equal employment opportunities in hiring constitutes a violation of Section 202, Paragraph 1 of Executive Order 11246, as amended, and 41 C.F.R. 60-1.4(a)(1).

Specifically, personnel activity data provided by IP for the Review Period revealed that from a qualified pool of (b) (7)(E) Female applicants, IP hired (b) (7)(E) Females (b) (7)(E) for Labor Grade 6 positions. During the same period, from a qualified pool of (b) (7)(E) Male applicants, IP hired (b) (7)(E) Males (b) (7)(E) for positions within Labor Grade 6. This disproportionate hiring pattern is statistically significant at the level of (b) (7)(E) standard deviations, with a shortfall of 3 Female hires.

- B. **REMEDY FOR AFFECTED CLASS.** IP agrees: (a) to take all reasonable efforts to locate all 461⁸ Female Hiring Class Members (Attachment B and Attachment C) and to provide all located Eligible Female Hiring Class Members with a make whole remedy, including monetary relief with interest; (b) to make job offers to Eligible Labor Grade 3 ("LG3") Female Hiring Class Members until 28 Eligible LG3 Female Hiring Class Members are hired, or the Eligible LG3 Female Hiring Class Member list is exhausted; (c) to make job offers to Eligible Labor Grade 6 ("LG6") Female Hiring Class Members until 3 Eligible LG6 Female Hiring Class Members are hired or the Eligible LG6 Female Hiring Class Member list is exhausted; (d) to pay all hires from the Eligible LG3 and LG6 Female Hiring Class Member Lists at the current rate of pay for the respective position hired into with a Company service and a retro-active seniority date of the Eligible Female Hiring Class Member's original application date with IP; (e) to place those hired Eligible Female Hiring Class Members in positions without regard to sex; (f) to prevent retaliation, harassment, and any other form of reprisal or adverse action to any Eligible Female Hiring Class Member based on or in relation to the terms of this Remedy; (g) to review its selection process and eliminate those practices that led to the alleged discrimination; (h) to develop procedures to review at least annually, the selection process for ensuring nondiscrimination, and (i) to take action to assure that this violation ceases and does not recur.

⁸ Due to the overlap of Class Members on Attachment B and C, the actual number of Class Members is lower than 461.

- 1) **Notice.** All prescribed dates and actions set forth above in *I. Discrimination: Sex – Placement B. Remedy for Affected Class. 1) Notice* hereafter “1.B.1” will apply with the only exception that IP must notify the class members listed in Attachment B & Attachment C of the terms of this Agreement. On or before November 1, 2017, IP must notify the Female Hiring Class Members listed in Attachments B and C of the terms of this Agreement by regular mail and email (to the extent IP has an email address for the Female Hiring Class Member as of this date). IP shall include the Notice to Female Hiring Class Member (Attachment H, hereinafter “Female Hiring Notice”), Female Hiring Class Member Information Verification & Employment Interest Form (Attachment I, hereinafter “Female Hiring Interest Form”), Female Hiring Class Member Release of Claims under Executive 11246 (Attachment J, hereinafter “Female Hiring Release”), and a postage paid return envelope (hereinafter collectively referred to as “Female Hiring Notification Package”). After mailing the Female Hiring Notification Package, IP will provide OFCCP with a Microsoft Excel report containing the addresses for each Female Hiring Class Member.

Each Female Hiring Class Member or her legal representative in the event that the Female Hiring Class Member is deceased, shall be instructed to respond by December 1, 2017. Those individuals who do not respond (including unclaimed mail, undeliverable mail, and incorrect addresses) by December 1, 2017, shall be listed by name, address, and Social Security Number of record in a Microsoft Excel report. This report shall be sent to OFCCP, Indianapolis District Office, on or before December 15, 2017.

OFCCP will then attempt to obtain and provide updated addresses to IP on or before January 15, 2018. On or before February 1, 2018, IP agrees to re-mail a second Female Hiring Notification Package to all individuals for whom updated addresses were obtained. After mailing the Female Hiring Notification Package, IP will provide OFCCP with a Microsoft Excel report containing the addresses used for each Female Hiring Class Member.

If a Female Hiring Class Member responds to either the First or Second mailing and submits an incomplete response (including, but not limited to, one where a social security number was not provided or providing unsigned documents) IP must notify OFCCP by the following Monday of each week after receiving the incomplete response, and OFCCP will follow up with that individual to attempt to obtain the missing information. IP will provide this notification to OFCCP by emailing (b) (7)(C). In that email IP will specify the deficiencies and attach an electronic copy of the incomplete paperwork.

- 2) **Eligibility.** The total number of Female Hiring Class Members to receive preferential hiring and/or monetary relief under this Agreement shall consist of those individuals who respond to the First or Second mailing on or before March 1, 2018, and return fully executed and completed copies of the applicable attachments from the Female Hiring Notification Package, including an unaltered Release (“LG3 & LG6 Hiring –

Eligible Recipients"). Eligibility will be based on receipt of the returned documents and IP will have no obligation to consider documents received after March 1, 2018. Any individuals listed on Attachment B or Attachment C who have not responded by March 1, 2018 shall be ineligible to receive a portion of the LG3 & LG6 Female Hiring Settlement Fund as defined in Part III 2(B)(3) of this Agreement or preferential hiring under the terms of this Agreement.

- 3) Monetary Settlement. In settlement of all potential claims by Eligible Female Hiring Class Members (Attachments B and C) for monetary relief, including back pay and interest for production positions within Labor Grade 3 & Labor Grade 6, IP agrees to pay the total amount of \$1,807,739.46. This represents \$1,554,655.93 in back pay and \$253,083.53 in interest. The total amount of \$1,807,739.46 shall be referred to hereafter as the "LG3 & LG6 Female Hiring Settlement Fund." This monetary settlement is a negotiated amount that represents back pay and interest, less interim earnings, and takes into account the average tenure of those persons hired into all Labor Grades 3 and 6 production positions during the Review Period.

On or before November 1, 2017, IP shall transfer the LG3 & LG6 Female Hiring Settlement Fund amount into a federally-insured interest bearing account at the prevailing interest rate ("LG3 & LG6 Female Hiring Settlement Fund Account").

On or before November 6, 2017, IP shall notify OFCCP that this action is complete. IP shall identify to OFCCP a person who can be contacted who will be able to provide the current balance of the account and interest, as well as the name and telephone number of the financial institution where the account is located. OFCCP shall be entitled to designate an individual who shall have the authority to make reasonable inquiries, and with proper identification to obtain account information directly from the financial institution at which the LG3 & LG6 Hiring Settlement Fund is located.

The interest that accrues on the LG3 & LG6 Female Hiring Settlement Fund Account, from the date established to the date on which the funds are withdrawn to make payments to the Eligible Female Hiring Class Members, will be added to the distribution fund amount and will be equally distributed to, the Eligible Female Hiring Class Members who timely respond by March 1, 2018 ("LG3 & LG6 Hiring – Eligible Recipients").

IP shall distribute the LG3 & LG6 Female Hiring Settlement Fund, plus accrued interest, in pro-rata shares equally among LG3 & LG6 Hiring – Eligible Recipients. This monetary relief is not contingent upon accepting any job offer.

On or before March 15, 2018, IP shall send two checks (one check for back pay and one check for interest), by certified mail to each LG3 & LG6 Hiring – Eligible Recipient representing each such person's pro rata share of the LG3 & LG6 Female Hiring Settlement Fund. After mailing the checks IP will provide OFCCP with a

Microsoft Excel report containing the certified mail tracking number for each LG3 & LG6 Hiring – Eligible Recipients.

IP shall make all deductions required by law for payroll withholding taxes including federal, state and/ or local taxes and the LG3 & LG6 Hiring - Eligible Recipients' share of FICA taxes from back pay relief. IP will pay the Internal Revenue Service ("IRS") for the employer's share of social security withholdings and will mail each LG3 & LG6 Hiring - Eligible Recipient the required IRS forms at the end of the tax year in which payments are made.

Within 10 days of IP's receipt of an undeliverable settlement check, IP shall notify OFCCP of this fact via email to the Assistant District Director named earlier in this Agreement. OFCCP shall attempt to locate the LG3 & LG6 Hiring – Eligible Recipient and if OFCCP obtains an alternative address, IP shall re-mail the checks. Any checks that remain uncashed on or after May 15, 2018 shall be void. With respect to the uncashed funds, IP will only be required to make a second distribution to all LG3 & LG6 Hiring – Eligible Recipients who cashed their first check if the amount of the uncashed funds divided equally would result in a payment of only \$40 or more to each of the located LG3 & LG6 Hiring – Eligible Recipients.

The LG3 & LG6 Female Hiring Settlement Fund account shall be closed on or after July 15, 2018. Any balance remaining in the fund shall revert to IP and be used to provide training in equal employment opportunity to its personnel in addition to training it is obligated to provide under the Executive Order, Section 503 and VEVRAA.

The parties may modify any time frame set forth in this Conciliation Agreement by mutual agreement.

- 4) Employment. On March 6, 2018, IP shall establish a Priority Employment List for the LG3 Hiring – Eligible Recipients ranking individuals based upon the date of receipt of the fully executed and completed applicable attachments from the Female Hiring Notification Package by IP ("LG3 Hiring Priority Employment List") and will also establish a Priority Employment List for the LG6 Hiring – Eligible Recipients ranking individuals based upon the date of receipt of the fully executed and completed applicable attachments from the Female Hiring Notification Package by IP ("LG6 Hiring Priority Employment List"). If more than one set of fully executed and completed attachments from the Female Hiring Notification Package are received on the same date, the fully executed and completed attachments from the Female Hiring Notification Package for that day shall also be ranked by date of the Female Hiring Class Member's first original application with IP. However, any LG3 or LG6 Female Hiring Eligible Recipient who previously was hired by IP for any position during the period of December 27, 2010 through March 14, 2017 shall not be eligible for a job pursuant to the terms of this Agreement. Along with submission of the LG3 & LG6 Hiring Priority Employment Lists, IP shall submit to OFCCP documentation of each Female Hiring Class Member's previous start date, job title and termination date, if

applicable, who are not included on the LG3 or LG6 Hiring Priority Employment Lists.

IP will contact LG3 and LG6 Hiring – Eligible Recipients as external job openings for LG3 or LG6 positions become available. LG3 and LG6 Hiring – Eligible Recipients will be required to submit a complete application, meet all minimum qualifications for the LG3 or LG6 position, and successfully pass all pre-employment screening requirements to be hired. IP shall not impose more stringent or different hiring criteria than imposed during the Review Period for LG3 and LG6 Hiring – Eligible Recipients. Job offers will be made in writing and sent by certified mail and shall instruct the LG3 or LG6 Hiring – Eligible Recipient to respond in person or in writing (email is acceptable) to the offer within seven (7) days from the date of receipt of the written offer, or the offer will be withdrawn by IP and IP shall be under no further obligation to hire such LG3 or LG6 Hiring – Eligible Recipient under this Agreement.

The report-to-work date for LG3 & LG6 Hiring – Eligible Recipients who accept a job offer and otherwise meet all post-offer employment requirements, shall be at least two (2) weeks after the date the written job offer acceptance is received by IP. If the LG3 & LG6 Hiring – Eligible Recipient do not report to work on the day designated by IP without providing IP with notice of good cause for the failure to report to work (e.g., personal illness or care for immediate family member), IP will withdraw the offer and be under no further obligation to hire under this Agreement. If a good cause reasons is provided and LG3 & LG6 Hiring – Eligible Recipients do not report to work within five (5) days of the original designated report-to-work date, IP shall withdraw the offer and be under no further obligation to hire under this Agreement.

IP shall extend job offers until twenty-eight (28) LG3 Female Hiring Priority Employment List and three (3) from the LG6 Female Hiring Priority Employment List have been hired or until the lists are exhausted, whichever occur first. IP shall submit to OFCCP the reasons for rejecting any LG3 or LG6 Hiring – Eligible Recipients for a job offer from the LG3 or LG6 Female Hiring Priority Employment Lists. Specifically, IP shall submit as part of its First and Second progress reports to OFCCP the reasons for not hiring an LG3 or LG6 Hiring – Eligible Recipient on the LG3 or LG6 Female Hiring Priority Employment List who received a job offer.

The hire and seniority date of each LG3 & LG6 Hiring – Eligible Recipient who accepts an offer and is hired shall be their original application date. Eligible Female Hiring Class Members must complete an application for employment with IP; meet the minimum qualifications for the blanner operator, machine operator, and lead operator apprentice positions at the time of application, and submit to and pass all pre- and post-employment screenings that were in place during the Review Period. IP shall extend job offers until 28 Females from the LG3 Hiring Priority Employment List and 3 Females from the LG6 Hiring Priority Employment List have been hired or until the lists have been exhausted, whichever occurs first.

It is anticipated that all the hiring relief under this Section will be completed on or before September 30, 2019.

- C. NON-MONETARY REMEDIES. All prescribed dates and actions set forth are identified above in *I. Discrimination: Sex – Placement C. Non-Monetary Remedies (I.C.)*.

3. DISCRIMINATION: SEX – HIRING (MALE)

- A. STATEMENT OF VIOLATION. OFCCP alleges that IP discriminated against 524 qualified Male applicants based on sex in hiring (Attachment D) for Labor Grade 1 positions, at the Shelbyville, Illinois facility. The alleged discrimination occurred during the Review Period. IP's alleged failure to afford Male applicants equal employment opportunities in hiring constitutes a violation of Section 202, Paragraph 1 of Executive Order 11246, as amended, and 41 C.F.R. 60-1.4(a)(1).

Specifically, personnel activity data provided by IP for the Review Period revealed that from a qualified pool of (b) (7)(E) Male applicants, IP hired (b) (7)(E) Males (b) (7)(E) for Labor Grade 1 positions. During the same period, from a qualified pool of (b) (7)(E) Female applicants, IP hired (b) (7)(E) Females (b) (7)(E) for positions within Labor Grade 1. This disproportionate hiring pattern is statistically significant at the level of (b) (7)(E) standard deviations, with a shortfall of 27 Male hires.

- B. REMEDY FOR AFFECTED CLASS. IP agrees: (a) to take all reasonable efforts to locate all 524 Male Class Members (Attachment D) and to provide all located Eligible Male Hiring Class Members with a make whole remedy, including monetary relief with interest; (b) to make job offers to Eligible Male Hiring Class Members who express interest and are qualified until 27 Male Hiring Class Members are hired, or the Eligible Male Hiring Class Member list is exhausted, whichever occurs first; (c) to pay all hires from the Eligible Male Hiring Class Member list at the current rate of pay for the respective position hired into with a Company service and a retro-active seniority date of the Male Hiring Class Member's original application date with IP; (d) to place those hired Male Hiring Class Members in in Labor Grade 1 positions without regard to sex; (e) to prevent retaliation, harassment, and any other form of reprisal or adverse action to any Male Hiring Class Member based on or in relation to the terms of this Remedy; (f) to review its selection process and eliminate those practices that led to the alleged discrimination; (g) to develop procedures to review at least annually, the selection process for ensuring nondiscrimination, and (h) to take action to assure that this violation ceases and does not recur.

- 1) Notice. All prescribed dates and actions set forth above in *I. Discrimination: Sex – Placement B. Remedy for Affected Class. 1) Notice* hereafter "1.B.1" will apply with the only exception that IP must notify the Class Members listed in Attachment D of the terms of this Agreement. On or before November 1, 2017, IP must notify the Male Hiring Class Members listed in Attachment D of the terms of this Agreement by regular mail and email (to the extent IP has an email address for the Male Hiring

Class Member as of this date). IP shall include the Notice to Male Hiring Class Members (Attachment K, hereinafter "Male Notice"), Male Hiring Class Member Information Verification & Employment Interest Form (Attachment L, hereinafter "Male Hiring Interest Form"), Male Hiring Class Member Release of Claims under Executive 11246 (Attachment J, hereinafter "Male Hiring Release"), and a postage paid return envelope (hereinafter collectively referred to as "Male Notification Package"). After mailing the Male Notification Package, IP will provide OFCCP with a Microsoft Excel report containing the addresses for each Male Hiring Class Member.

Each Male Hiring Class Member or his legal representative in the event that the Male Hiring Class Member is deceased, shall be instructed to respond by December 1, 2017. Those individuals who do not respond (including unclaimed mail, undeliverable mail, and incorrect addresses) by December 1, 2017, shall be listed by name, address, and Social Security Number of record in a Microsoft Excel report. This report shall be sent to OFCCP, Indianapolis District Office, on or before December 15, 2017.

OFCCP will then attempt to obtain and provide updated addresses to IP on or before January 15, 2018. On or before February 1, 2018, IP agrees to re-mail a second Male Notification Package to all individuals for whom updated addresses were obtained. After mailing the Male Notification Package, IP will provide OFCCP with a Microsoft Excel report containing the addresses used for each Male Class Member.

If a Male Hiring Class Member responds to either the First or Second mailing and submits an incomplete response (including, but not limited to, one where a social security number was not provided or providing unsigned documents) IP must notify OFCCP by the following Monday of each week after receiving the incomplete response, and OFCCP will follow up with that individual to attempt to obtain the missing information. IP will provide this notification to OFCCP by emailing (b) (7)(C). In that email IP will specify the deficiencies and attach an electronic copy of the incomplete paperwork.

- 2) Eligibility. The total number of Male Hiring Class Members to receive preferential hiring and/or monetary relief under this Agreement shall consist of those individuals who respond to the First or Second mailing on or before March 1, 2018, and return fully executed and completed copies of the applicable attachments from the Male Notification Package, including an unaltered Release ("LG1 Hiring – Male Eligible Recipient"). Eligibility will be based on receipt of the returned documents and IP will have no obligation to consider documents received after March 1, 2018. Any individuals listed on Attachment D who have not responded by March 1, 2018 shall be ineligible to receive a portion of the LG1 Male Hiring Settlement Fund as defined in Part III. 3(B)(3) of this Agreement or the preferential hiring obligations under the terms of this Agreement .

- 3) Monetary Settlement. In settlement of all potential claims by Male Hiring Class Members for monetary relief, including back pay and interest for packer positions within Labor Grade 1, IP agrees to pay the total amount of \$1,321,040.37. This represents \$1,136,094.72 in back pay and \$184,945.65 in interest. The total amount of \$1,321,040.37 shall be referred to hereafter as the "LG1 Male Hiring Settlement Fund." This monetary settlement is a negotiated amount that represents back pay and interest, less interim earnings, and takes into account the average tenure of those persons hired into all Labor Grade 1 production positions during the Review Period.

On or before November 1, 2017, IP shall transfer the LG1 Male Hiring Settlement Fund amount into a federally-insured interest bearing account at the prevailing interest rate ("LG1 Male Settlement Fund Account").

On or before November 6, 2017, IP shall notify OFCCP that this action is complete. IP shall identify to OFCCP a person who can be contacted who will be able to provide the current balance of the account and interest, as well as the name and telephone number of the financial institution where the account is located. OFCCP shall be entitled to designate an individual who shall have the authority to make reasonable inquiries, and with proper identification to obtain account information directly from the financial institution at which the LG1 Male Hiring Settlement Fund Account is located.

The interest that accrues on the LG1 Male Hiring Settlement Fund account, from the date established to the date on which the funds are withdrawn to make payments to the Eligible Male Hiring Class Members, will be added to the distribution fund amount and will be equally distributed to the Eligible Male Hiring Class Members who timely respond by March 1, 2018 ("LG1 – Male Eligible Recipients").

IP shall distribute the LG1 Male Settlement Fund, plus accrued interest, in pro-rata shares equally among LG1 – Male Eligible Recipients. This monetary relief is not contingent upon accepting any job offer.

On or before March 15, 2018, IP shall send two checks (one check for back pay and one check for interest) by mail to each LG1 Hiring – Male Eligible Recipient representing each such person's pro rata share of LG1 Male Hiring Settlement Fund. After mailing the checks IP will provide OFCCP with a Microsoft Excel report containing the certified mail tracking number for each LG1 Hiring – Male Eligible Recipients.

IP shall make all deductions required by law for payroll withholding taxes including federal, state and/ or local taxes and the LG1 – Male Eligible Recipients' share of FICA taxes from back pay relief. IP will pay the Internal Revenue Service ("IRS") for the employer's share of social security withholdings and will mail each LG1 – Male Eligible Recipient the required IRS forms at the end of the tax year in which payments are made

Within 10 days of IP's receipt of an undeliverable settlement check, IP shall notify OFCCP of this fact via email to the Assistant District Director named earlier in this Agreement. OFCCP shall attempt to locate the LG1 – Male Eligible Recipient and if OFCCP obtains an alternative address, IP shall re-mail the checks. Any checks that remain uncashed on or after May 15, 2018 shall be void. With respect to the uncashed funds, IP will only be required to make a second distribution to all LG1 – Male Eligible Recipients who cashed their first check if the amount of the uncashed funds divided equally would result in a payment of only \$40 or more to each of the located LG1 – Male Eligible Recipients.

The LG1 Male Hiring Settlement Fund account shall be closed on or after July 15, 2018. Any balance remaining in the fund shall revert to IP and be used to provide training in equal employment opportunity to its personnel in addition to training it is obligated to provide under the Executive Order, Section 503 and VEVRAA.

The parties may modify any time frame set forth in this Conciliation Agreement by mutual agreement.

- 4) Employment. On March 6, 2018, IP shall establish a Priority Employment List for the LG1 Hiring – Male Eligible Recipients ranking individuals based upon the date of receipt of the fully executed and completed applicable attachments from the Male Notification Package by IP ("LG1 Male Hiring Priority Employment List"). If more than one set of fully executed and completed attachments from the Male Notification Package are received on the same date, the fully executed and completed attachments from the Male Notification Package for that day shall also be ranked by date of the LG1 Hiring Eligible Recipient's first original application with IP. However, any LG1 Hiring – Male Eligible Recipient who previously was hired by IP for any position during the period of December 27, 2010 through March 14, 2017 shall not be eligible for a job pursuant to this Agreement. Along with submission of the LG1 Male Hiring Priority Employment List, IP shall submit to OFCCP documentation of each hire's, start date, job title and termination date, if applicable, who are not included on the LG1 Male Hiring Priority Employment List.

IP will contact LG1 Hiring – Eligible Recipients as external job openings for LG1 positions become available. LG1 Hiring – Eligible Recipients will be required to submit a complete application, meet all minimum qualifications for the LG1 position, and successfully pass all pre-employment screening requirements to be hired. IP shall not impose more stringent or different hiring criteria than imposed during the Review Period for LG1 Hiring – Eligible Recipients. Job offers will be made in writing and sent by certified mail and shall instruct the LG1 Hiring – Eligible Recipient to respond in person or in writing (email is acceptable) to the offer within seven (7) days from the date of receipt of the written offer, or the offer will be withdrawn by IP and IP shall be under no further obligation to hire such LG1 Hiring – Eligible Recipient under this Agreement.

The report-to-work date for LG1 Hiring – Eligible Recipients who accept the job offer and otherwise meet all post-offer contingent hiring requirements, shall be at least two (2) weeks after the date of the written job offer acceptance received by IP. If the LG1 Hiring – Eligible Recipients do not report to work on the day designated by IP without providing IP notice of good cause for the failure to report to work (e.g., personal illness or care for immediate family member), IP will withdraw the offer and be under no further obligation under this Agreement. If a good cause reason is provided and the LG1 – Male Eligible Recipients do not report to work within five (5) days of the original designated report-to-work date, IP shall withdraw the offer and be under no further obligation under this Agreement.

The hire and seniority date of each LG1 Hiring – Eligible Recipient who accepts an offer and is hired shall be their original application date.

IP shall extend job offers until twenty-seven (27) LG1 Hiring – Eligible Recipients from the LG1 Male Hiring Priority Employment List have been hired or until the list is exhausted, whichever occurs first. IP shall submit to OFCCP the reasons for rejecting any LG1 Hiring – Eligible Recipients for a job offer from the LG1 Male – Hiring Priority Employment List. Specifically, IP shall submit a part of its First and Second progress reports to OFCCP the reasons for not hiring an LG1 Hiring – Eligible Recipient on the LG1 Male Hiring Priority Employment List who received a job offer.

It is anticipated that all the hiring relief under this Section will be completed on or before September 30, 2019.

- C. NON-MONETARY REMEDIES. All prescribed dates and actions set forth are identified above in *1. Discrimination: Sex – Placement C. Non-Monetary Remedies (1.C.)*.

4. SEGREGATION

- A. STATEMENT OF VIOLATION. OFCCP alleges that IP failed to ensure that work areas provided for employees are provided in such a manner that segregation on the basis of sex cannot result, in accordance with the requirements of 41 C.F.R. 60-1.8. Specifically, qualified Males were placed in higher paying positions within Labor Grades 3 through 6, which generally work directly with machinery, while qualified and similarly situated Females were primarily placed in lower paying positions within Labor Grade 1 that generally packaged the final product.
- B. REMEDY. IP agrees to develop and implement a method of assigning/placing employees to or in positions within Labor Grades 1 through 6 that does not segregate employees on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin in accordance with the requirements of 41 CFR 60-1.8.

5. EMPLOYMENT RECORDS

- A. STATEMENT OF VIOLATION. OFCCP alleged that IP failed to preserve all personnel and employment records made or kept by the contractor for a period of not less than two years from the date of a) the making of the record or b) the personnel action involved, whichever occurred later. Specifically, IP failed to maintain all documentation created under its selection system for all hourly position applicants, in accordance with the requirements of 41 C.F.R. 60-1.12(a-c).
- B. REMEDY. IP agrees to preserve all personnel and employment records it makes or keeps in either electronic or hard copy format, including but not limited to all expressions of interest through the internet or related electronic data technologies, records related to internal and/or external databases, physical online applications, completed applicant self-identification forms, resumes, testing materials and interview records, for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later. Where a compliance evaluation has been initiated by OFCCP, IP must agree to preserve all employment and personnel records beyond the two year period, if applicable, until OFCCP makes a final disposition in the matter.

6. ANALYSES

- A. STATEMENT OF VIOLATION. OFCCP alleged that IP failed to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist. Specifically, IP did not perform in-depth analyses of its hiring processes to identify impediments to equal employment opportunity. This is a violation of 41 C.F.R. 60-2.17(b).
- B. REMEDY. IP agrees to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist. At a minimum, IP agrees to evaluate:
- 1) The workforce by organizational unit and job group to determine whether there are problems of minority or female utilization, or of minority or female distribution;
 - 2) Personnel activity (applicant flow, hires, terminations, promotions, and other personnel actions) to determine whether there are selection disparities;
 - 3) Compensation systems to determine whether there are gender-, race-, or ethnicity-based disparities;
 - 4) Selection, recruitment, referral, and other personnel procedures to determine whether they result in disparities in the employment or advancement of minorities or women; and
 - 5) Any other areas that might impact the success of the affirmative action program.

7. EVALUATION OF INDIVIDUAL COMPONENTS

- A. STATEMENT OF VIOLATION. OFCCP alleged that IP failed to evaluate the individual components of the selection process after determining that the total selection process for a job has an adverse impact in accordance with the requirements of 41 CFR 60-3.4(c). Specifically, IP had hiring activity that indicated statistically significant adverse impact against Males in Job Group 800 (Labor Grade 1) during the period for which OFCCP has data. IP failed to evaluate the causes of the adverse impact any further.
- B. REMEDY. For all areas with indications of adverse impact, IP agrees to further evaluate the individual components of the selection process after determining that the total selection process for a job group has an adverse impact. IP shall make this evaluation in accordance with the requirements of 41 CFR 60-3.4(c).
- C. STATEMENT OF VIOLATION. OFCCP alleged that IP failed to develop and implement an auditing system that periodically measures the effectiveness of its total affirmative action program. Specifically, IP did not monitor its hiring and placement processes nor did it internally report on or review, with all levels of management, its affirmative action program. This is a violation of 41 C.F.R. 60-2.17(d).
- D. REMEDY. IP agrees to develop and implement an auditing system that will periodically:
- 1) Monitor records of all personnel activity, including referrals, placements, transfers, promotions, terminations, and compensation at all levels to ensure the nondiscriminatory policy is carried out;
 - 2) Require internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objective are attained;
 - 3) Review report results with all levels of management; and
 - 4) Advise top management of program effectiveness and submit recommendations to improve unsatisfactory performance.
- E. STATEMENT OF VIOLATION. OFCCP alleged that IP failed to combine job titles at the Shelbyville, Illinois establishment with similar content, wage rates, and opportunities, to form job groups. Specifically, OFCCP found that IP grouped titles within Job Groups 700 and 800 based on EEO-1 categories, instead of IP's classification of Labor Grades, in accordance with the requirements of 41 C.F.R. 60-2.12.
- F. REMEDY. IP agrees to revise its current job group analysis in such a way that is more concise than EEO-1 Category and in accordance with the regulations of 41 C.F.R. 60-2.12

PART IV. REPORTS REQUIRED

1. IP must submit the documents and reports described below to: Lauren Hicks, District Director, OFCCP, 46 E. Ohio St., Rm 419, Indianapolis, IN 46204 (b) (7)(C) or her designee.
 - A. No later than November 30, 2017, IP must submit a copy of its revised hiring and placement processes, as stated in Part III.1.C.1.b.
 - B. No later than November 30, 2017, IP must submit documentation that all managers, supervisors and other personnel involved in recruiting, selecting, tracking applicants, or placing new hires for hourly production and packer positions at the Shelbyville, Illinois establishment have been trained on the hiring and placement process. The documentation must 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, as stated in Part III.1.C.3.
 - C. Within the prescribed timeframes, IP must submit all documents and information referenced in Part III.1.B, 2.B, and 2.E.
 - D. IP must submit four (4) progress reports for the Shelbyville, Illinois establishment covering each period this Agreement is in effect. The first progress report will be due May 1, 2018 covering the Effective Date of this Agreement through March 31, 2018. The second report will be due November 1, 2018 covering the period of April 1, 2018 through September 30, 2018. The third report will be due May 1, 2019 covering the period of October 1, 2018 through March 31, 2019. The fourth report will be due November 1, 2019 covering the period of April 1, 2019 through September 30, 2019. IP will submit the following in each report:
 - 1) (a) Documentation of attempts to contact all Class Members in Attachments A, B, C, and D, and the current disposition of each applicant contacted, including copies of the notification letters sent; and
(b) Copies of all letters returned by Class Members, as well as copies of envelopes returned as undeliverable.
 - 2) Documentation of monetary payments to all Eligible Class Members as specified in Part III sections 1.B.3, 2.B.3., and 2.E.3. The documentation must include the names of Eligible Class Members who were paid, and, for each Eligible Class Member, the number and the amount of the check and the date the check cleared the bank. IP must provide OFCCP with copies of all canceled checks upon request;
 - 3) Documentation of specific hiring activity efforts and results for each Eligible Class Member hired or promoted into LG1, LG3, and LG6 positions, as defined in this Agreement, at the Shelbyville, Illinois establishment pursuant to the terms of this Agreement, including name, date of hire, job title hired into, rate of pay and proof of

retroactive seniority for all purposes except for benefit calculations and retirement benefits vesting;

- 4) For Eligible Class Members who were considered for employment in LG1, LG3, and LG6 positions at the Shelbyville, Illinois establishment but were not hired, IP will provide the reason for non-placement or non-hire along with all relevant documentation (e.g., documentation that the Eligible Class Member declined a job offer or promotion bid);
- 5) The total number of applicants and hires and the breakdown by gender of applicants and hires in job groups which include LG1, LG3, and LG6 positions at the Shelbyville, Illinois establishment during the reporting period, including all workers who were referred to and/or assigned to work at IP by a staffing firm or employment agency;
- 6) For job groups with LG1, LG3, and LG6 positions at the Shelbyville, Illinois establishment, the results of IP's analysis as to whether its total selection and placement process has adverse impact in a particular job group, as defined in 41 C.F.R. § 60-3.4D, on the basis of gender, for purposes of the adverse impact analysis, IP must not include hires made of Eligible Class Members pursuant to this Agreement in that analysis; for subsequent reports IP must combine the data for the current report with the data from the previous report(s) to analyze at least a 12-month period.
- 7) Should adverse impact exist in IP's analysis specified in item (6) above, IP shall provide the results of its further evaluation of the individual components of the selection and placement process. IP shall make this evaluation in accordance with the requirements of 41 CFR 60-3.4(c).

PART V. SIGNATURES

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts.

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

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

NICOLE WALTHOUR
Deputy Ethics and Compliance Officer
International Paper

Date: September 25, 2017

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

LAUREN B. HICKS
District Director
OFCCP, Indianapolis District Office

Date: 9.26.17

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

BRADLEY ANDERSON
Regional Director
OFCCP, Midwest Region

Date: 09/26/2017

Attachment A
Female Placements – Affected Class Members

#	PERSONNEL NO.	LAST NAME	FIRST NAME	GENDER	DOA	DOH
1	(b)	(7)	(C)			
2						
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#	PERSONNEL NO.	LAST NAME	FIRST NAME	GENDER	DOA	DOH
45	(b)		(7)			(C)
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76						

Attachment B and C
Hiring Female LG3 and LG6 – Affected Class Members

#	Applicant's Name	Gender	Application Date	Qualified for LG3 Only	Qualified for both LG3 & LG6	
1	(b) (7)(C)			1		
2					1	
3					1	
4					1	
5					1	
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44						1
45						1
46						1
47						1

#	Applicant's Name	Gender	Application Date	Qualified for LG3 Only	Qualified for both LG3 & LG6	
48	(b) (7)(C)			1		
49					1	
50					1	
51					1	
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#	Applicant's Name	Gender	Application Date	Qualified for LG3 Only	Qualified for both LG3 & LG6
99	(b) (7)(C)				1
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#	Applicant's Name	Gender	Application Date	Qualified for LG3 Only	Qualified for both LG3 & LG6
150	(b) (7)(C)				1
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153					1
154					1
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#	Applicant's Name	Gender	Application Date	Qualified for LG3 Only	Qualified for both LG3 & LG6
201	(b) (7)(C)				1
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Attachment D
Hiring Males LG1 – Affected Class Members

#	Applicant's Name	Gender	Application Date
1	(b) (7)(C)	(7)	(C)
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#	Applicant's Name	Gender	Application Date
47	(b) (7)(C)		
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#	Applicant's Name	Gender	Application Date
95	(b) (7)(C)		
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#	Applicant's Name	Gender	Application Date
143	(b) (7)(C)		
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#	Applicant's Name	Gender	Application Date
191	(b) (7)(C)		
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#	Applicant's Name	Gender	Application Date
239	(b) (7)(C)		
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#	Applicant's Name	Gender	Application Date
287	(b) (7)(C)		
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#	Applicant's Name	Gender	Application Date
335	(b) (7)(C)		
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#	Applicant's Name	Gender	Application Date
383	(b) (7)(C)		
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#	Applicant's Name	Gender	Application Date
431	(b) (7) (C)		
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#	Applicant's Name	Gender	Application Date
479	(b) (7)(C)		
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**Attachment E –
NOTICE TO AFFECTED FEMALE PLACEMENT CLASS MEMBERS**

You may be eligible to receive money and a job offer because of a legal settlement between International Paper 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 International Paper ("IP") that may benefit you. This settlement involves claims of discrimination in hiring and initial placement after hiring, and our records show that you may be one of the current or former employees 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 IP.

ARE YOU AFFECTED?

Certain females who were hired and placed in lower paying production positions at IP's facility, located at 500 W. Dacey Dr., Shelbyville, Illinois between the dates of December 27, 2010 through March 15, 2013 are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted a review of IP's hiring and placement practices during the period from December 27, 2010 through March 15, 2013. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP issued a Notice of Violations alleging that IP discriminated against females initially placed in lower paying production positions from December 27, 2010 through March 15, 2013. IP denies those claims and there have not been any adjudicated findings that IP violated any laws or discriminated against you. Ultimately, although IP disagreed with OFCCP's findings, OFCCP and IP have agreed to resolve these issues through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a Notice of Violations issued by OFCCP.

WHAT DOES THIS MEAN FOR YOU?

Because you were hired and initially placed in a lower paying production position during the relevant time frame, this settlement may provide you with some specific benefits:

- 1) **You may be eligible to receive a payment of at least \$_____ (before taxes).**
This payment represents an equal share of back wages and other payments IP is

making as part of the settlement with OFCCP. The final amount you will receive will be reduced by deductions required by law such as federal, state and/or local taxes, Social Security contributions, and payroll deductions.

IP will be making job offers into production positions in Labor Grade 3 which includes blanker operator and machine operator positions. It is not guaranteed that you will receive a job offer. If you are interested in such a job with IP, please express your interest by checking the appropriate box on the enclosed Claim Form. Those receiving this notice who are deemed eligible will be considered for Labor Grade 3 positions as they become available after the claims process is complete. Job offers will be made for Labor Grade 3 positions in the order that IP receives the Claim Forms and Releases expressing an interest in employment, so you are encouraged to return your forms as soon as possible. In order to receive a job offer under the Agreement, you must meet qualifications that are required for the respective position. In order to be hired, you must agree to submit to and pass all pre-employment screenings (including a post-offer drug screen, post-offer background check).

WHAT IS YOUR NEXT STEP?

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

Please do not ignore these documents or throw them away. Otherwise, you could miss an opportunity to receive money and possibly a job with IP pursuant to the terms of the Agreement.

To be eligible for a payment and a possible job offer, you must complete, sign, and return **both** of the following enclosed documents, (1) Claim Form-Affected Applicants and (2) Release of Claims Under Executive Order 11246 form by December 1, 2017 to:

Settlement Administrator
OFCCP – International Paper
Title
Address
Phone
XXXX

The documents must be received by December 1, 2017.

You may receive some or all of these benefits only if these forms confirm that you are one of the individuals covered by the settlement. After correct completion and submission of these documents, a final decision will be made about your eligibility.

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

IF YOU HAVE CONCERNS ABOUT THE VERACITY OF THESE DOCUMENTS OR

ANY OF THE INFORMATION REQUESTED HEREIN YOU MAY VERIFY THE AUTHENTICITY IN TWO WAYS:

- [1] You may visit the official U.S. Department of Labor website about this case at www.dol.gov/ofccp/cml to verify the authenticity.
- [2] You may contact the federal government directly to verify: David A. Smith, Assistant District Director, Office of Federal Contract Compliance Programs, Indianapolis District Office (b) (7)(C).

**Attachment F - CLAIM FORM
FEMALE PLACEMENT CLASS MEMBERS INFORMATION VERIFICATION
& EMPLOYMENT INTEREST FORM**

**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 UNDER THE SETTLEMENT**

DEADLINE TO RESPOND IS DECEMBER 1, 2017

If you complete this Claim Form, you may be eligible for a monetary payment from the settlement and you can express interest in a job offer. You can receive a monetary payment even if you do not express interest in a job.

To receive an award (such as money or a job offer), you must complete and return this Claim Form **and** the Release of Claims Under Executive Order 11246 form by mail or hand-delivered on or before December 1, 2017, to

**Settlement Administrator
OFCCP – International Paper
Title
Address
Phone
XXXX**

If you do not submit a properly completed Claim Form and Release Form on or before December 1, 2017, 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 for delivery by December 1, 2017.

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

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

Step 1: Please provide the following contact information to process your payment (print legibly, except for the signature).

Name: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

- I confirm that the address on the cover letter is correct.
- The address on the cover letter is not correct. My correct address is:

Address: _____

City: _____ State: _____ Zip: _____

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

Step 2: Inform us if you are interested in a position and if you have previously worked for IP:

- Yes, I am still interested in an hourly Labor Grade 3 production position with IP at its facility located at 500 W. Dacey Drive, Shelbyville, Illinois 62565.
- No, I am not interested in an hourly Labor Grade production position with IP at its facility located at 500 W. Dacey Drive, Shelbyville, Illinois 62565.
- I am currently employed by IP in the position of _____ at its facility located in _____ (city) _____ (state).
- I was previously employed by IP between 2010 and 2013:

Name at time of employment: _____
IP Location: _____
Dates of employment: _____

Notify the following at the address below if your address changes within the next 12 months:

Settlement Administrator
OFCCP – International Paper
Title
Address
Phone
XXXX

Step 3: (Optional) Payment

Checks will be distributed on or about March 15, 2018. Affected class members who are current IP employees have the option to have their checks mailed to their address or directly deposited into their personal bank account if they have already authorized instructions for direct deposit on file with IP. However, you do not need a checking account to participate in the settlement. If you are not a current IP employee, your check will be sent to you by certified mail. **Any checks that are mailed that remain uncashed by May 15, 2018 shall be void. If you are a current IP employee and choose to have your check direct deposited and do not have a direct deposit option on record with IP and you fail to complete all direct deposit information below, your check will be automatically mailed to your address.**

- I would like my check to be mailed to me.
- I am a current IP employee and authorize IP to deposit the settlement monies in the account currently on record for direct deposit.

Attachment G
FEMALE PLACEMENT CLASS MEMBER 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/OR A POTENTIAL JOB OFFER FROM THE
SETTLEMENT**

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for International Paper ("Contractor") providing you with money and/or a potential job offer into a Labor Grade 3 job classification, you agree that you will not file any lawsuit against Contractor for allegedly violating Executive Order 11246 in connection with its placement procedures for initial hires into production positions at the Contractor's facility located at 500 W. Dacey Drive, Shelbyville, Illinois 62565. This Release also provides that Contractor does not admit it violated any laws. By signing this Release, you confirm that you had sufficient time to look at all of these 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, if you do not sign and return this Release by a certain date, you will not receive any money and/or a potential job offer.

In consideration of the payment of at least \$ [REDACTED] (less deductions required by law) and/or a potential job offer into a position in Labor Grade 3, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Contractor, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to the placement procedures for applicants for production positions at the Contractor's facility, located at 500 W. Dacey Drive, Shelbyville, Illinois 62565, during the period from December 27, 2010 through March 15, 2013.

II.

I understand that Contractor denies that it treated me unlawfully or unfairly in any way and that Contractor 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/or a potential job offer described above to resolve without further legal proceedings all issues related to OFCCP's compliance reviews of Contractor initiated on April 29, 2013. I further agree that the payment of the aforesaid sum and/or a potential job offer by Contractor to me is not to be

construed as an admission of any liability by the Contractor.

III.

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

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

Settlement Administrator
OFCCP – International Paper
Title
Address
Phone
XXXX

such that it is received by mail or hand-delivered by December 1, 2017, I will not be entitled to receive any payment (less deductions required by law) and/or a potential job offer for a position with IP at its facility located at 500 W. Dacey Drive, Shelbyville, Illinois under the terms of the Agreement.

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

Signature: _____ Date: _____

Printed Name: _____

Attachment H
FEMALE HIRING CLASS MEMBER NOTICE

You may be eligible to receive money and a job offer because of a legal settlement between International Paper 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 International Paper ("IP") 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 IP.

ARE YOU AFFECTED?

Certain females who applied and were not hired for a blanker operator, machine operator, or lead operator apprentice position at IP's production facility, located at 500 W. Dacey Drive, Shelbyville, Illinois between the dates of December 27, 2010 through March 15, 2013 are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted a review of IP's hiring and placement practices during the period from December 27, 2010 through March 15, 2013. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP issued a Notice of Violations alleging that IP discriminated against females in hiring for production positions from December 27, 2010 through March 15, 2013. IP denies those claims and there have not been any adjudicated findings that IP violated any laws or discriminated against you. Ultimately, although IP disagreed with OFCCP's findings, OFCCP and IP 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 Notice of Violations issued by OFCCP.

WHAT DOES THIS MEAN FOR YOU?

Because you applied and/or were considered for but not hired into a production position during the relevant time frame, this settlement may provide you with some specific benefits:

- 1) **You may be eligible to receive a payment of at least \$ _____ (before taxes).**

This payment represents an equal share of back wages and other payments IP is making as part of the settlement with OFCCP. The final amount you will receive will be reduced by deductions required by law such as federal, state and/or local taxes, Social Security contributions, and payroll deductions.

- 2) IP will be making job offers into production positions in Labor Grade 3, which includes machine operator and blanker operator positions, and Labor Grade 6, which includes lead operator apprentice positions, to a limited number of individuals receiving this notification. It is not guaranteed that you will receive a job offer. If you are interested in a job with IP, please express your interest by checking the appropriate box on the enclosed Claim Form. Those receiving this notice who are deemed eligible will be considered for blanker operator, machine operator, and lead operator apprentice positions as they become available after the claims process is complete. Job offers will be made in the order that IP receives the Claim forms and Releases expressing an interest in employment, so you are encouraged to return your forms as soon as possible. In order to receive a job offer under the Agreement, you must complete an application with IP and meet qualifications that are required for the respective position. In order to be hired, you must agree to submit to and pass all pre-employment screenings (including a post-offer drug screen, post-offer background check).

WHAT IS YOUR NEXT STEP?

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

Please do not ignore these documents or throw them away. Otherwise, you could miss an opportunity to receive money and possibly a job with IP pursuant to the terms of the Agreement.

To be eligible for a payment and a possible a job offer, you must complete, sign, and return **both** of the following enclosed documents, (1) Claim Form-Affected Applicants and (2) Release of Claims Under Executive Order 11246 form by December 1, 2017, to:

Settlement Administrator
OFCCP International Paper
Title
Address
Phone
XXXX

The documents must be received by December 1, 2017.

You may receive some or all of these benefits only if these forms confirm that you are one of the individuals covered by the settlement. After correct completion and submission of these documents, a final decision will be made about your eligibility.

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

IF YOU HAVE CONCERNS ABOUT THE VERACITY OF THESE DOCUMENTS OR ANY OF THE INFORMATION REQUESTED HEREIN YOU MAY VERIFY THE AUTHENTICITY IN TWO WAYS:

- [1] You may visit the official U.S. Department of Labor website about this case at www.dol.gov./ofccp/cml to verify the authenticity.
- [2] You may contact the federal government directly to verify: David A. Smith, Assistant District Director, Office of Federal Contract Compliance Programs, Indianapolis District Office (b) (7)(C).

**Attachment I – CLAIM FORM
FEMALE HIRING CLASS MEMBER INFORMATION VERIFICATION
& EMPLOYMENT INTEREST FORM**

**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 December 1, 2017.

If you complete this Claim Form, you may be eligible for a monetary payment from the settlement and you can express interest in a job offer. You can receive a monetary payment even if you do not express interest in a job.

To receive an award (such as money or a job offer), you must complete and return this Claim Form **and** the Release of Claims Under Executive Order 11246 form by mail or hand-delivered on or before December 1, 2017, to

**Settlement Administrator
OFCCP – International Paper
Title
Address
Phone
XXXX**

If you do not submit a properly completed Claim Form and Release Form on or before December 1, 2017 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 for delivery by December 1, 2017.

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

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

Step 1: Please provide the following contact information to process your payment (print legibly, except for the signature).

Name: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

- I confirm that the address on the cover letter is correct.
- The address on the cover letter is not correct. My correct address is:

Address: _____

City: _____ State: _____ Zip: _____

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

Step 2: Inform us if you are interested in a position and if you have previously worked for IP (choose all that apply):

- Yes, I am still interested in one of a Labor Grade 3 or Labor Grade 6 hourly production position with IP at its facility located at 500 W. Dacey Drive, Shelbyville, Illinois 62565.
- No, I am not interested in a Labor Grade 3 or Labor Grade 6 hourly production position with IP at its facility located at 500 W. Dacey Drive, Shelbyville, Illinois 62565.
- I am currently employed by IP in the position of _____ at its facility located in _____ (city) _____ (state).
- I was previously employed by IP between 2010 and 2013:

Name at time of employment: _____
IP Location: _____
Dates of employment: _____

Notify the following at the address below if your address changes within the next 12 months:

Settlement Administrator
OFCCP – International Paper
Title
Address
Phone
XXXX

Step 3: Payment

Checks will be distributed on or about March 15, 2018. Affected class members should expect to receive checks sent by certified mail to address listed above. **Any checks that are mailed that remain uncashed by May 15, 2018 shall be void.**

Attachment J
FEMALE HIRING CLASS MEMBER 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/OR A POTENTIAL JOB OFFER FROM THE SETTLEMENT

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for International Paper ("Contractor") providing you with money and/or a potential job offer, you agree that you will not file any lawsuit against Contractor for allegedly violating Executive Order 11246 in connection with its hiring procedures for production positions at the Contractor's facility located at 500 W. Dacey Drive, Shelbyville, Illinois 62565. This Release also provides that Contractor does not admit it violated any laws. By signing this Release, you confirm that you had sufficient time to look at all of these 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, it says that if you do not sign and return this Release by a certain date, you will not receive any money and/or a potential job offer.

In consideration of the payment of at least \$ (less deductions required by law) and/or a potential job offer for a Labor Grade 3 or Labor Grade 6 position, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Contractor, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to the selection procedures for applicants for production positions at the Contractor's facility, located at 500 W. Dacey Drive, Shelbyville, Illinois 62565, during the period from December 27, 2010 through March 15, 2013.

II.

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

OFCCP's compliance reviews of Contractor initiated on April 29, 2013. I further agree that the payment of the aforesaid sum and/or a potential job offer by Contractor to me is not to be construed as an admission of any liability by the Contractor.

III.

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

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

Settlement Administrator
OFCCP – International Paper
Title
Address
Phone
XXXX

such that it is received or hand-delivered by December 1, 2017, I will not be entitled to receive any payment (less deductions required by law) and/or a potential job offer for a production position with IP at its facility located at 500 W. Dacey Drive, Shelbyville, Illinois under the terms of the Agreement.

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

Signature: _____ Date: _____

Printed Name: _____

Attachment K
MALE CLASS MEMBER NOTICE

You may be eligible to receive money and a job offer because of a legal settlement between International Paper 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 International Paper ("IP") 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 IP.

ARE YOU AFFECTED?

Certain males who applied and were not hired for Labor Grade 1 positions at IP's facility, located at 500 W. Dacey Drive, Shelbyville, Illinois between the dates of December 27, 2010 through March 15, 2013 are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted a review of IP's hiring and placement practices during the period from December 27, 2010 through March 15, 2013. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP issued a Notice of Violations alleging that IP discriminated against males in hiring in production positions from December 27, 2010 to March 15, 2013. IP denies those claims and there have not been any adjudicated findings that IP violated any laws or discriminated against you. Ultimately, although IP disagreed with OFCCP's findings, OFCCP and IP 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 Notice of Violations issued by OFCCP.

WHAT DOES THIS MEAN FOR YOU?

Because you applied and/or were considered for but not hired in production position during the relevant time frame, this settlement may provide you with some specific benefits:

- 3) **You may be eligible to receive a payment of at least \$_____ (before taxes).**

This payment represents an equal share of back wages and other payments IP is making as part of the settlement with OFCCP. The final amount you will receive will be reduced by deductions required by law such as federal, state and/or local taxes, Social Security contributions, and payroll deductions.

- 4) IP will be making job offers for Labor Grade 1 positions, which includes packer 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 such a job with IP, please express your interest on the enclosed Claim Form. Those receiving this notice that are deemed eligible will be considered for a Labor Grade 1 position as they become available after the claims process is complete. Job offers will be made in the order that IP receives the Claim Forms and Releases expressing an interest in employment, so you are encouraged to return your forms as soon as possible. In order to receive a job offer under this Agreement, you must complete an application and meet qualifications that are required for the Labor Grade 1 position. In order to be hired, you must agree to submit to and pass all pre-employment screenings (including a post-offer drug screen, post-offer background check).

WHAT IS YOUR NEXT STEP?

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

Please do not ignore these documents or throw them away. Otherwise, you could miss an opportunity to receive money and possibly a job with IP under the terms of the Agreement.

To be eligible for a payment and a possible job offer, you must complete, sign, and return **both** the following enclosed documents, (1) Claim Form-Affected Applicants and (2) Release of Claims Under Executive Order 11246 form by December 1, 2017, to:

Settlement Administrator
OFCCP - International Paper
Title
Address
Phone
XXXX

The documents must be received by December 1, 2017.

You may receive some or all of these benefits only if these forms confirm that you are one of the individuals covered by the settlement. After correct completion and submission of these documents, a final decision will be made about your eligibility.

If you fail to return both of the required documents by the deadline or if your documents

do not verify your eligibility you will not be eligible to receive any money, consideration for job opportunities or any other relief provided to you by the settlement.

IF YOU HAVE CONCERNS ABOUT THE VERACITY OF THESE DOCUMENTS OR ANY OF THE INFORMATION REQUESTED HEREIN YOU MAY VERIFY THE AUTHENTICITY IN TWO WAYS:

- [1] You may visit the official U.S. Department of Labor website about this case at www.dol.gov/ofccp/cml to verify the authenticity.
- [2] You may contact the federal government directly to verify: Assistant District Director, David A. Smith, Office of Federal Contract Compliance Programs, Indianapolis District Office (b) (7)(C).

**Attachment L – CLAIM FORM
MALE CLASS MEMBER INFORMATION VERIFICATION
& EMPLOYMENT INTEREST FORM**

**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 UNDER THE SETTLEMENT**

DEADLINE TO RESPOND IS DECEMBER 1, 2017.

If you complete this Claim Form, you may be eligible for a monetary payment from the settlement and you can express interest in a job offer. You can receive a monetary payment even if you do not express interest in a job.

To receive an award (such as money or a job offer), you must complete and return this Claim Form **and** the Release of Claims Under Executive Order 11246 form by mail or hand-delivered on or before December 1, 2107, to

**Settlement Administrator
OFCCP – International Paper
Title
Address
Phone
XXXX**

If you do not submit a properly completed Claim Form and Release Form on or before December 1, 2017, 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 for delivery by December 1, 2017

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

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

Step 1: Please provide the following contact information to process your payment (print legibly, except for the signature).

Name: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

- I confirm that the address on the cover letter is correct.
- The address on the cover letter is not correct. My correct address is:

Address: _____

City: _____ State: _____ Zip: _____

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

Step 2: Inform us if you are interested in a position and if you have previously worked for IP (choose all that apply):

- Yes, I am still interested in a Labor Grade 1 position with IP at its facility located at 500 W. Dacey Drive, Shelbyville, Illinois 62565.
- No, I am not interested in a Labor Grade 1 position with IP at its facility located at 500 W. Dacey Drive, Shelbyville, Illinois 62565.
- I am currently employed by IP in the position of _____ at its facility located in _____ (city) _____ (state).
- I was previously employed by IP between 2010 and 2013:

Name at time of employment: _____
IP Location: _____
Dates of employment: _____

Notify the following at the address below if your address changes within the next 12 months:

Settlement Administrator
OFCCP – International Paper
Title
Address
Phone
XXXX

Step 3: Payment

Checks will be distributed on or about March 15, 2018. Affected class members should expect to receive checks sent by certified mail to address listed above. **Any checks that are mailed that remain uncashed by May 15, 2018 shall be void.**

Attachment M
MALE CLASS MEMBER 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/OR A POTENTIAL JOB OFFER FROM THE
SETTLEMENT**

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for International Paper ("Contractor") providing you with money and/or a potential job offer in a Labor Grade 1 position, you agree that you will not file any lawsuit against Contractor for allegedly violating Executive Order 11246 in connection with its hiring procedures into Labor Grade 1 positions at the Contractor's facility located at 500 W. Dacey Drive, Shelbyville, Illinois 62565. This Release also provides that Contractor does not admit it violated any laws. By signing this Release, you confirm that you had sufficient time to look at all of these 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, if you do not sign and return this Release by a certain date, you will not receive any money and/or a potential job offer.

In consideration of the payment of at least \$ [REDACTED] (less deductions required by law) and/or a potential job offer into a position in Labor Grade 1, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Contractor, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to the selection procedures for applicants for packer positions at the Contractor's facility, located at 500 W. Dacey Drive, Shelbyville, Illinois 62565, during the period from December 27, 2010 through March 15, 2013.

II.

I understand that Contractor denies that it treated me unlawfully or unfairly in any way and that Contractor 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/or a potential job offer described above to resolve without further legal proceedings all issues related to OFCCP's compliance reviews of Contractor initiated on April 29, 2013. I further agree that the payment of the aforesaid sum and/or a potential job offer by Contractor to me is not to be construed as an admission of any liability by the Contractor.

III.

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

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

OFCCP – International Paper

Title

Address

Phone

XXXX

such that it is received by mail or hand-delivered by December 1, 2017, I will not be entitled to receive any payment (less deductions required by law) and/or a potential job offer for a Production position with IP at its facility located at 500 W. Dacey Drive, Shelbyville, Illinois under the terms of the Agreement.

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

Signature: _____ Date: _____

Printed Name: _____

Summary of Important Dates

Date	Action
September 25, 2017	Agreement Executed
November 1, 2017	Notice Sent to Affected Class Members Settlement Funds Segregated into Account
November 6, 2017	Notification of Deposited Funds to OFCCP
November 30, 2017	Revised Hiring and Placement Process Sent to OFCCP
December 1, 2017	Class Member's 1 st Response Due Date Documentation Submitted to OFCCP Indicating Training of Hiring/Placement Officials Was Completed
December 15, 2017	Response List Sent to OFCCP
January 15, 2018	OFCCP Will Provide Alternate Addresses
February 1, 2018	Second Notice to Affected Class Members
March 1, 2018	Class Member's 2 nd Response Due Date (last chance)
March 6, 2018	IP Establishes and Submits a Priority Employment/Placement List
March 15, 2018	IP Mails First Checks
May 15, 2018	Uncashed Checks are Void Second Distribution to all Eligible Recipients
July 13, 2018	Settlement Account Closed
May 1, 2018	First Progress Report Due
November 1, 2018	Second Progress Report Due
May 1, 2019	Third Progress Report Due
September 30, 2019	All Placements and Hires Completed
November 1, 2019	Fourth Progress Report Due