

CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

INTERTEK U.S.A., INC.

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated Intertek U.S.A., Inc.'s ("Intertek") facility located at 149 Pintail Street, St. Rose, Louisiana and found that Intertek was not in compliance with the Executive Order 11246, as amended ("E.O. 11246"), and its implementing regulations at 41 C.F.R. Sections 60-1, 60-2 and 60-3. OFCCP notified Intertek of the specific violations found and the corrective actions required in a Notice of Violations issued on January 17, 2017. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and Intertek enter into this contract ("Conciliation Agreement" or "Agreement") and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Intertek'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 Intertek violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Intertek 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. Intertek will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. Intertek understands that nothing in this Agreement relieves Intertek of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 ("Section 503"), and the Vietnam Era Veterans' Readjustment

Assistance Act of 1974, as amended, 38 U.S.C. § 4212 ("VEVRAA"), their implementing regulations, and other applicable equal employment laws.

4. Intertek promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.
7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day it is signed by the Regional Director of the Southwest and Rocky Mountain Region (the "Effective Date") unless the Director of OFCCP indicates otherwise within 45 calendar days of the date the Regional Director signs the Agreement.
9. This Agreement will expire sixty (60) days after Intertek submits the final progress report required in Part IV (D), below, unless OFCCP notifies Intertek in writing prior to the expiration date that Intertek has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Intertek has met all of its obligations under the Agreement.
10. If Intertek violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that Intertek violated any term of the Agreement while it was in effect, OFCCP will send Intertek a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) Intertek 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 Intertek 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. Intertek may be subject to the sanctions set forth in Section 209 of the Executive Order and/or other appropriate relief for violation of this Agreement.

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

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. **VIOLATION:** During the period of August 29, 2012 through August 28, 2014, OFCCP found Intertek is not in compliance with 41 CFR 60-1.4 (a)(1). OFCCP's analysis of Intertek's hiring process and selection procedures revealed Intertek discriminated against female and black applicants for Inspector positions.

OFCCP found female applicants for Inspector positions were disproportionately eliminated from consideration for employment as compared to similarly-situated male applicants. The refined analysis of the hiring data showed that of (b) (7)(E) female applicants, (b) (7)(E) or (b) (7)(E) % were hired, and of (b) (7)(E) male applicants, (b) (7)(E) or (b) (7)(E) % were hired. This resulted in a statistically significant disparity of (b) (7)(E) standard deviations and a shortfall of 7.

OFCCP found black, Asian, Native American and applicants of two or more races were disproportionately eliminated from consideration for employment as compared to similarly-situated white applicants. This resulted in a statistically significant disparity of (b) (7)(E) standard deviations against black applicants with a shortfall of 13 and adverse impact against Asians, Native Americans, and applicants who identified as two or more races.

OFCCP found that Intertek's hiring process and selection procedures resulted in discrimination against applicants identifying as female and black for Inspector positions who applied between August 29, 2012 and August 28, 2014. For remedy purposes only, OFCCP adjusted the shortfalls to account for the overlap between the gender and race resulting in a total shortfall of 15.

REMEDY: Intertek agrees to immediately cease practices and/or policies negatively affecting applicants who identify as female and black and to take the following corrective actions:

- (a) **Revision of the Hiring Process and Training:** Within 60 calendar days of the Effective Date of this Agreement, Intertek will revise, in writing, the policies and procedures it will use to recruit, track, and hire applicants for Inspector positions (hereinafter referred to as the "Revised Hiring Process"). The Revised Hiring Process will contain the following:

- i. Procedures to recruit applicants for Inspector positions including mandatory posting, outreach efforts, and the use of the Internet as a recruitment tool if Intertek intends to use the Internet to recruit Inspector applicants.
- ii. The qualifications and criteria to be used to place applicants into the Inspector applicant pool.
- iii. The qualifications and criteria to be used to eliminate and/or select applicants at each step of the hiring process, including the qualifications and criteria to be used in any application screen, interview, post-hiring screen or other selection procedure.
- iv. Procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process.
- v. Procedures to ensure that documents are made and retained in accordance with 41 CFR 60- 1.12(a) and Part 60-3.

Thereafter, within 120 calendar days of the Effective Date of this Agreement Intertek will fully implement the Revised Hiring Process and will train all individuals involved in any way in the recruitment, selection, or tracking of applicants for Inspector positions. The training will include specific instruction on the proper implementation of the revised procedures identified in paragraphs (i) through (v) above.

- (b) **Notification:** Within 30 calendar days of the Effective Date of this Agreement, Intertek shall notify the applicants identified on Attachment 1 ("Class Members") of the terms of this Agreement by mailing via first class mail to each Class Member the Notice to Class Members (Attachment 2, "Notice"), the Information Verification & Employment Interest Form (Attachment 3, "Interest Form"), the Release of Claims Under Executive Order 11246 (Attachment 4, "Release"), and a postage paid return envelope. Intertek will notify OFCCP weekly of all letters returned as undeliverable. In addition, within 90 calendar days of the Effective Date, Intertek will provide a list to OFCCP of those Class Members who have not yet responded to the Notice and/or have not returned a fully executed Interest Form and Release. OFCCP will then initiate efforts to locate those Class Members and provide the updated contact information to Intertek.

Intertek agrees to mail by first class mail a second Notice, Interest Form, Release, and postage paid return envelope to Class Members OFCCP locates within five days of receipt of new or confirmed contact information.

- (c) **Eligibility:** All Class Members who sign and return an Interest Form and Release to either Intertek or OFCCP within 150 calendar days of the Effective Date of this Agreement ("Eligible Class Members") will equally share the monetary settlement

and, if indicating an interest in employment, will be eligible to be considered for a job pursuant to this Agreement. If a Class Member has not returned the Interest Form and Release to Intertek or OFCCP within 150 calendar days of the Effective Date of this Agreement, the Class Member will no longer be entitled to any relief pursuant to this Agreement.

Within 155 calendar days of the Effective Date of this Agreement, Intertek will provide OFCCP with a list of all Class Members who returned the Interest Form and Release within 150 calendar days of the Effective Date, along with a copy of each executed Interest Form and Release it received. OFCCP will provide Intertek with all original executed Release and Interest Forms it receives. Within 165 calendar days from the Effective Date, OFCCP will review and approve the final list of Eligible Class Members or discuss with Intertek any issues necessary to finalize the list, such as the inclusion or exclusion of certain Class Members. The monetary payment discussed in paragraph (e) below will be divided equally among all Eligible Class Members on the final approved list.

All Eligible Class Members are entitled to their share of the monetary settlement regardless of whether they are interested in employment with Intertek.

- (d) **Employment:** As Inspector positions become available, Intertek agrees to extend job offers for Inspector positions to qualified Eligible Class Members who express an interest in employment with Intertek, until 15 Eligible Class Members (5 females and 10 males) have successfully completed the selection process and are hired, or until the list of such Eligible Class Members who express an interest in employment is exhausted, whichever occurs first. Intertek may obtain current information related to qualification to determine whether such eligible Class Member meets the minimum qualifications in place during the review period for the position. Eligible Class Members shall be considered in the order Intertek receives their Interest Forms expressing an interest in employment. Intertek shall initiate its hiring of Eligible Class Members and will endeavor to complete its hiring obligations under this section within 24 months of the Effective Date of this Agreement.

Eligible Class Members will be allowed two weeks to report for work after receiving a written job offer from Intertek. The Eligible Class Members hired into Inspector positions pursuant to this Agreement shall be paid the prevailing current wage rate for new hires for the Inspector position and shall be provided with the same benefits as other Inspector employees. In addition, all Eligible Class Members hired shall receive retroactive seniority to the date of their original application for all purposes, including job retention, job bidding and benefits to the extent that plan documents allow for retroactive seniority.

- (e) **Monetary Settlement:** Intertek agrees to distribute \$465,000 (\$427,000 in back pay and \$38,000 in interest), less legal deductions required by law from back pay only (such as federal, state and/or local taxes and the Eligible Class Members' share of FICA taxes), in equal shares among all Eligible Class Members on the final

approved list. Intertek will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail to each Eligible Class Member an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. These IRS forms will be mailed with the checks or at the end of the year. Intertek will disburse the monetary settlement within 15 calendar days after OFCCP approves the final list of Eligible Class Members.

Within five calendar days of Intertek's receipt of a check to an Eligible Class Member returned as undeliverable, Intertek will notify OFCCP of this fact via e-mail sent to (b) (7)(C), (b) (7)(E) at (b) (7)(C), (b) (7)(E)@dol.gov. OFCCP will attempt to locate the Eligible Class Member and if OFCCP obtains an alternate address or confirms the correct mailing address, Intertek will re-mail the check within five calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds, Intertek will make a second distribution to all Eligible Class Members who cashed their first check if the amount of the un-cashed funds would result in a payment of \$30.00 or more to each of the located Eligible Class Members. If the total amount of un-cashed funds would result in a payment of less than \$30.00 to each located Eligible Class Member, Intertek shall use those un-cashed funds to provide training in equal employment opportunity to its personnel in addition to the training it is obligated to provide described in paragraph (a) above.

2. **VIOLATION:** Intertek failed to preserve personnel or employment records in accordance with the requirements of 41 CFR 60-1.12(a) and 41 CFR 60-3. Specifically, during the review period, Intertek failed to preserve and make available to OFCCP complete and accurate employment records, including interview documents, "e-link" documentation, applications and payroll records.

REMEDY: Intertek agrees to collect and maintain all personnel and employment records in accordance with the requirements of 41 CFR 60-1.12(a) and Part 60-3.

3. **VIOLATION:** Intertek failed to conduct adverse impact analyses in accordance with the requirements of 41 CFR 60-3. Specifically, Intertek conducted adverse impact analyses that resulted in statistically significant adverse impact in the Admin Support and Operative job groups, but failed to evaluate the individual components of the selection process for adverse impact in accordance with the requirements of 41 CFR 60-3.4C and 60-3.15A(2).

REMEDY: Intertek agrees to conduct adverse impact analyses by job group in accordance with the requirements of 41 CFR 60-3.4C, 60-3.15A(2) for each group constituting more than 2% of the labor force in the relevant labor area, or 2% of the applicable workforce and maintain records or other information for each group that accurately discloses the impact of its selection procedures. If adverse impact is identified in the total selection process, Intertek will evaluate each individual

component of the selection process for adverse impact. If adverse impact is found to exist in any of the individual components of the selection process, Intertek will validate each such component in accordance with the Uniform Guidelines on Employee Selection Procedures, 41 CFR 60-3, or utilize selection procedures which do not result in adverse impact.

PART IV: REPORTING:

Intertek must submit the documents and reports described below to OFCCP:

Rachel M. Woods
District Director
U.S. DOL/OFCCP
600 South Maestri Place, Room 805
New Orleans, LA 70130

1. Pursuant to paragraph (a) of Remedy 1, within 90 calendar days of the Effective Date of this Agreement Intertek will submit to OFCCP written documentation of the Revised Hiring Process for Inspector positions.
2. Pursuant to paragraph (a) of Remedy 1, within 150 calendar days of the Effective Date of this Agreement, Intertek will provide OFCCP with documentation that the Revised Hiring Process has been implemented and that all managers, supervisors and other personnel involved in the recruitment or hiring process for Inspector positions have been trained on the Revised Hiring Process. The documentation shall include the dates of the training, the names and job titles of all attendees, and the name and job titles of each person who conducted the training.
3. Intertek will also provide OFCCP with all documents and information referenced in paragraphs (b) and (d) of Remedy 1 within the prescribed timeframes. Such documents and information include, but are not necessarily limited to, letters returned as undeliverable, a list of Class Members who have not responded to or returned a fully executed Interest Form and Release within 90 calendar days of the Effective Date of the Agreement, and a list of Class Members who have returned a signed Interest Form and Release within 150 calendar days of the Effective Date.

In addition to the above reports, Intertek will submit four semi-annual progress reports. The first semi-annual progress report shall be due seven months from the Effective Date of this Agreement and shall cover the six-month period beginning with the Effective Date.

Each subsequent report shall cover the successive six-month period, and shall be submitted 30 calendar days after the close of that six-month period. If there is an extension of the dates in this Agreement due to Intertek's hiring obligations, Intertek shall continue to submit reports every six months until it has completed its hiring obligations under this Agreement.

Pursuant to Violation 1, Intertek will submit the following in each progress report:

1. Documentation of monetary payments to all Eligible Class Members as specified in paragraph (e) of Remedy 1. The documentation shall include the names of Eligible Class Members who were paid, and for each Eligible Class Member, the number and the amount of the check. Intertek agrees to provide OFCCP with copies of all canceled checks upon request.
2. Documentation of the hires made of Eligible Class Members for Inspector positions during the reporting period. Such documentation must include the name of each Eligible Class Member hired along with their date of hire, job title hired into, starting wage, and proof of retroactive seniority for purposes of benefits.
3. For those Eligible Class Members who were considered for employment but were not hired, Intertek will provide the reason for non-hire along with all relevant documentation (e.g. documentation that the Eligible Class Member declined a job offer, etc.).

If complete documentation is provided in one progress report, it need not be resubmitted in a subsequent progress report.

Intertek will also submit the following in each progress report:

1. The total number of applicants and hires by applicable race, gender and ethnic group for Inspector positions during the reporting period;
2. For Inspector positions, the results of Intertek's analysis as to whether its total selection process has adverse impact, as defined in 41 CFR 60-3.4D, on those members of groups set forth in 41 CFR 60-3.4 B;*
3. For each instance where the total selection process has an adverse impact, as defined in 41 CFR 60-3.4D, the results of Intertek's evaluation of the individual components of the selection process for adverse impact;
4. The actions taken by Intertek upon determining that any component of the selection process for Inspectors has an adverse impact on members of groups set forth in subparagraph 1 and/or 2, above.

*For purposes of the adverse impact analysis, Intertek must not include hires made of Eligible Class Members pursuant to this Agreement in that analysis.

With respect to the adverse impact analyses, for all progress reports except the first, Intertek shall combine the data for the current report with the data from the previous report(s) to analyze at least a 12-month period. OFCCP may analyze a period longer than 12 months to determine if

adverse impact exists.

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

Intertek agrees not to repeat the above violations.

PART V: SIGNATURES:

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

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

Gregg Fricman
Chief Executive Officer
Intertek U.S.A. Inc.
Date: 10/11/17

Paul Andrews
General Counsel &
Corporate Secretary

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

Melissa L. Speer
Regional Director
Southwest & Rocky Mountain Region
OFCCP
Date: 10-11-2017

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

Rachel M. Woods
District Director
New Orleans District Office
OFCCP
Date: 10-11-2017

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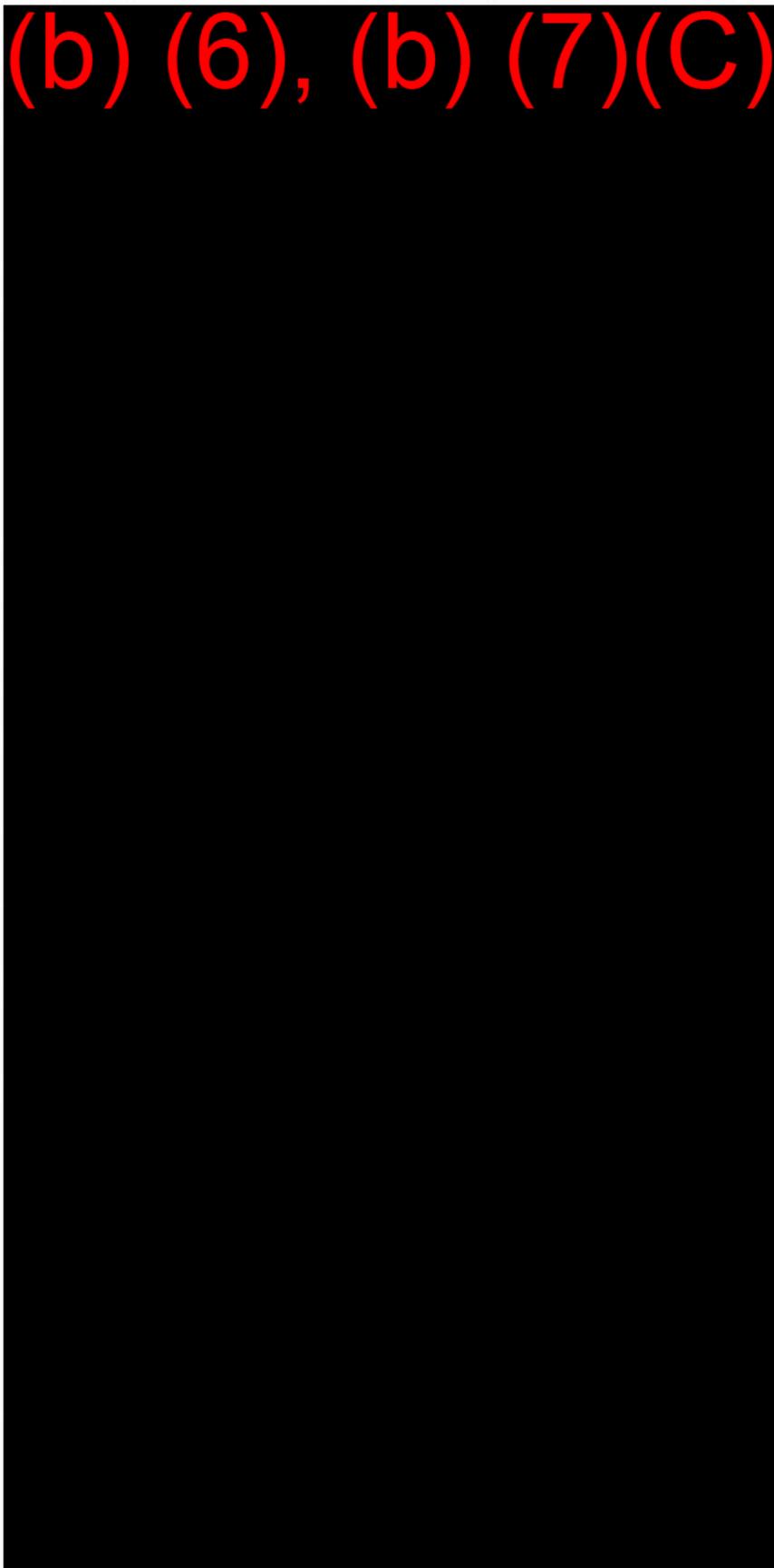
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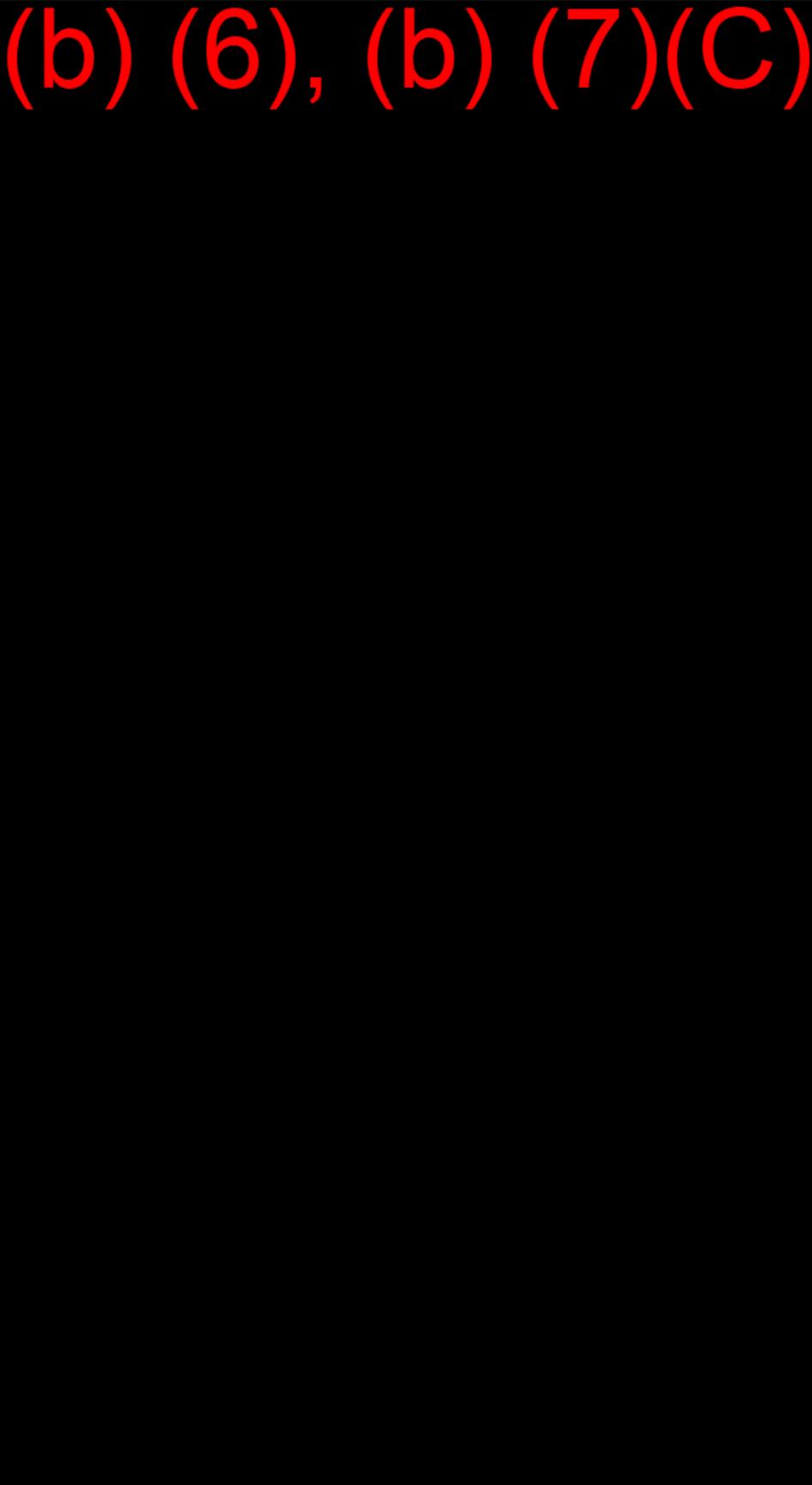


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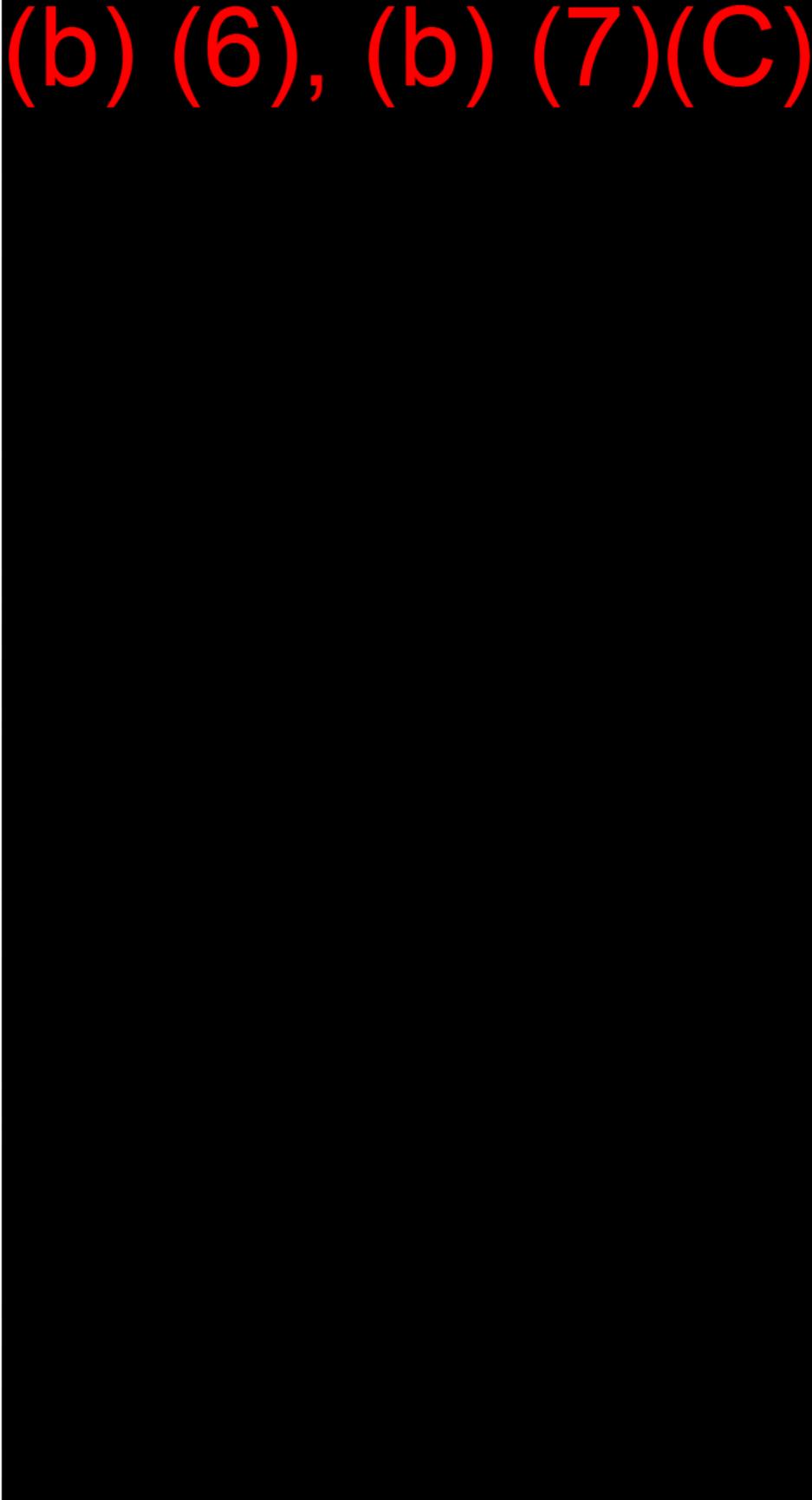


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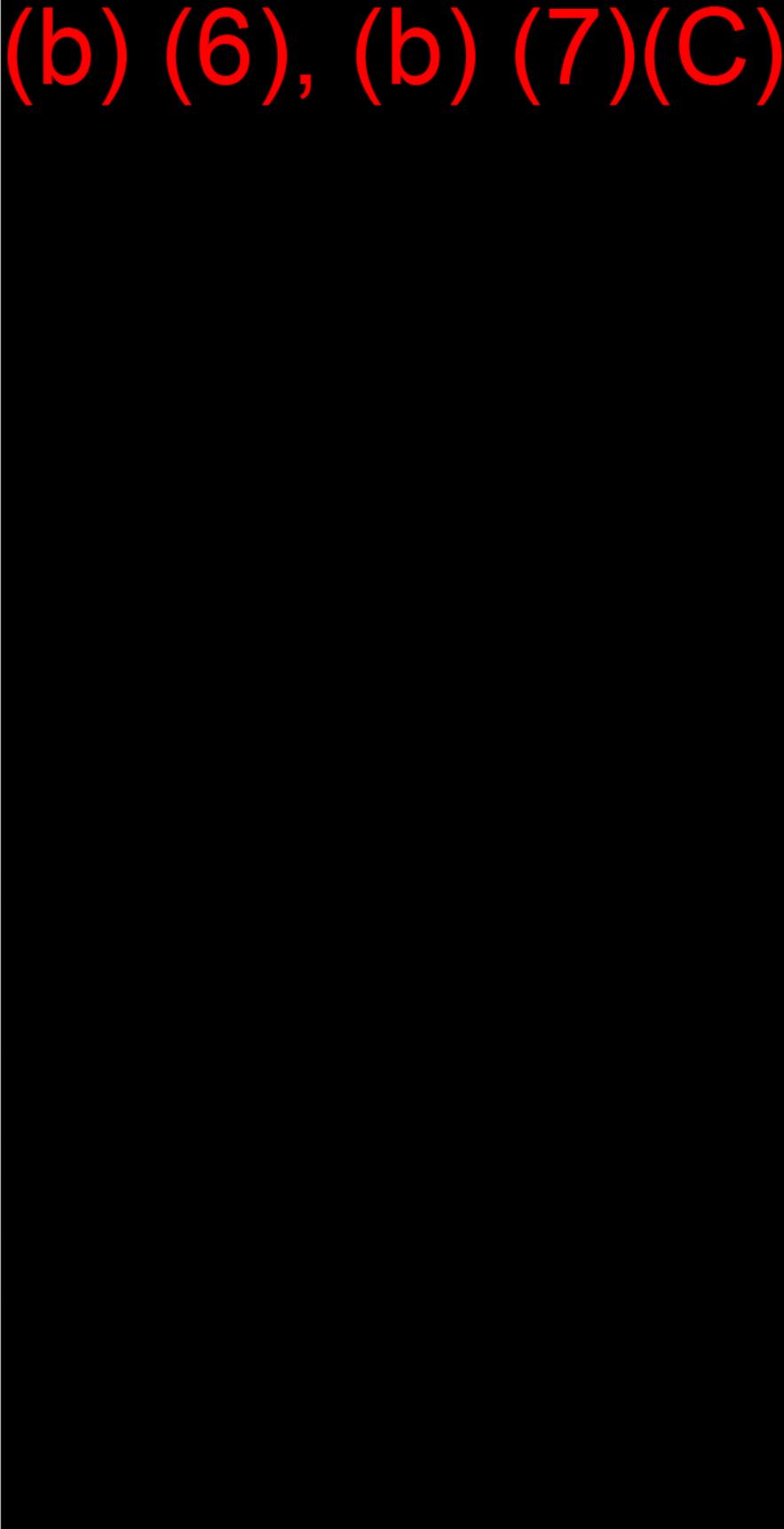


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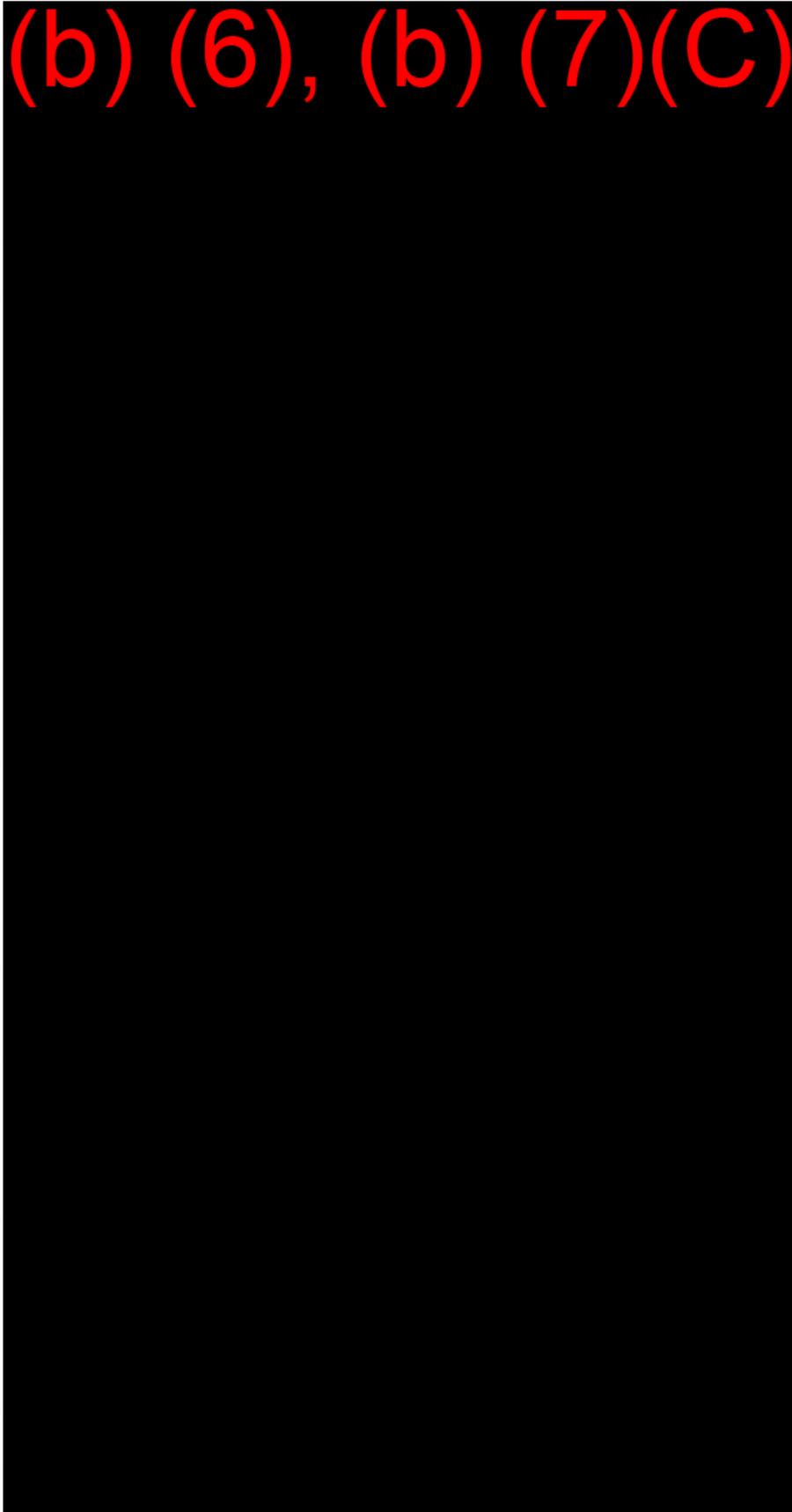
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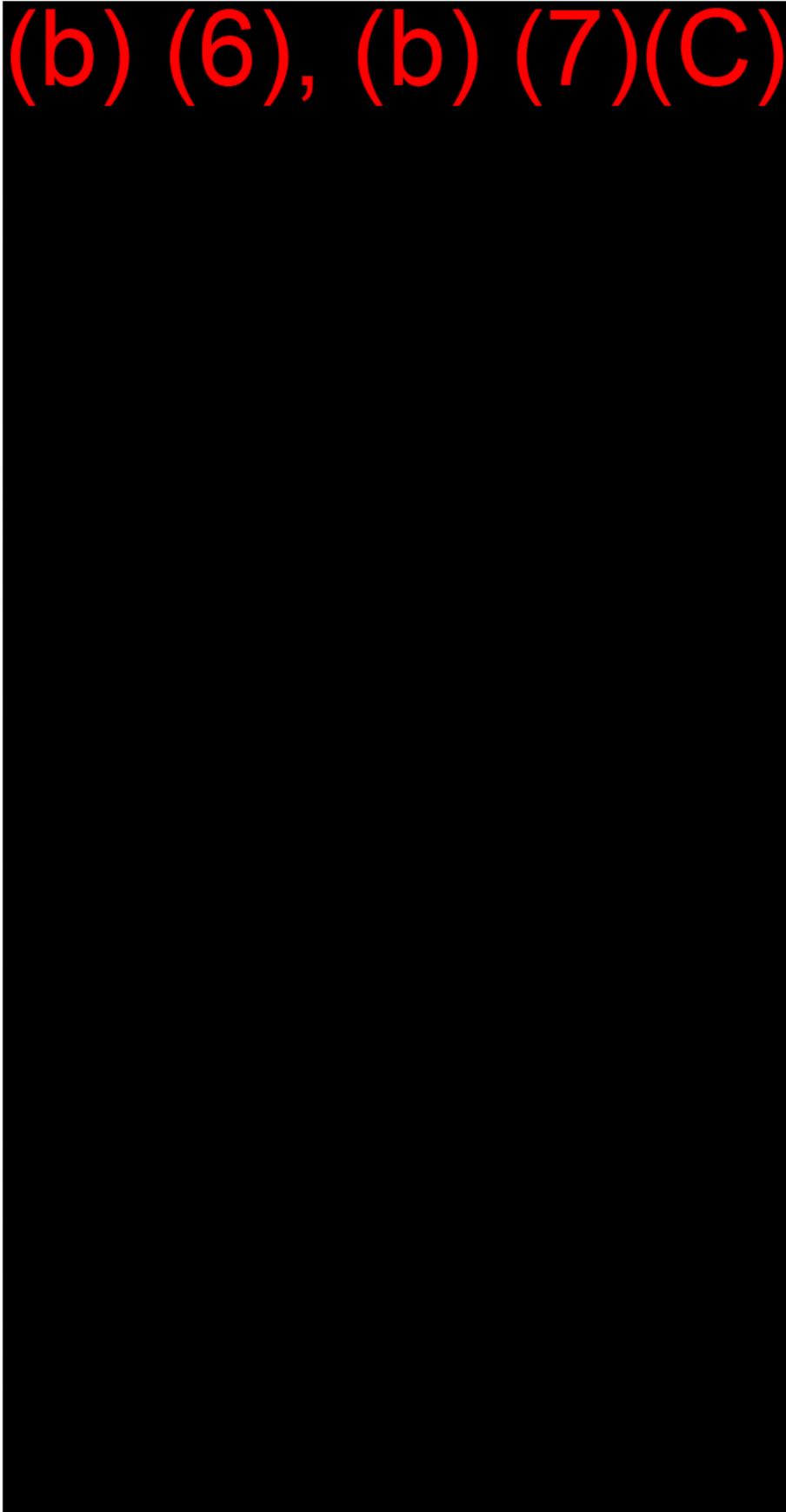


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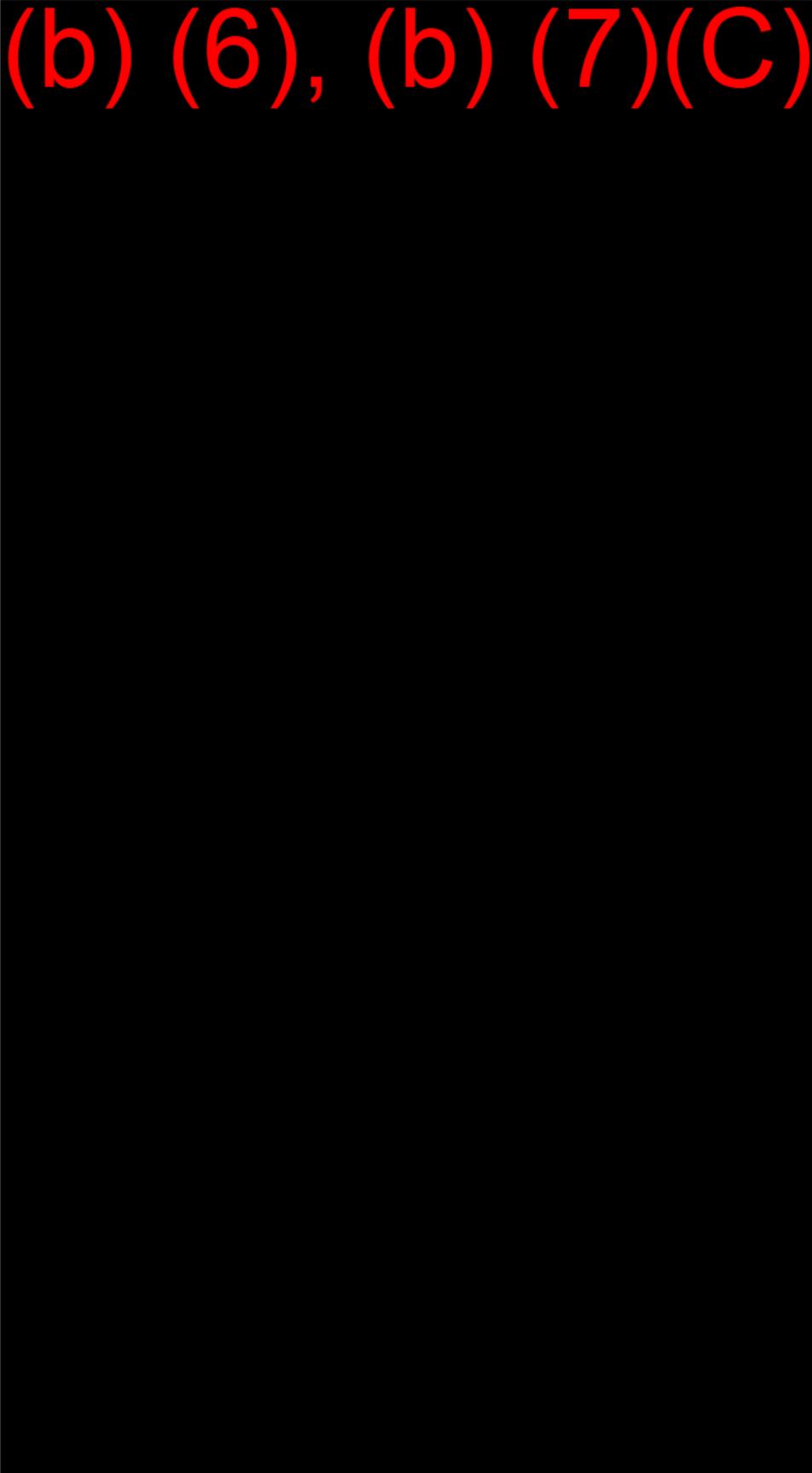
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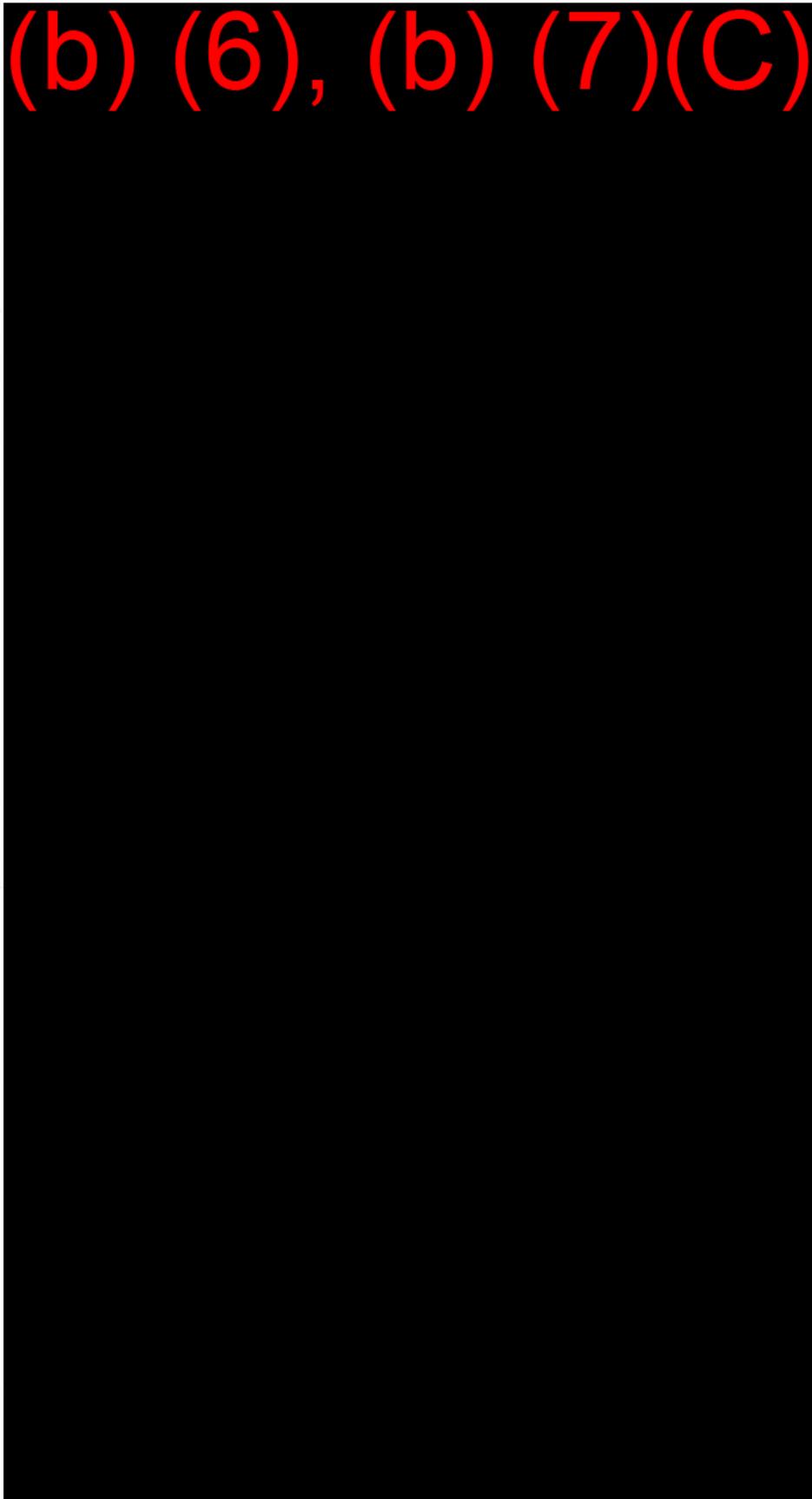
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*You may be eligible to get money and a job
because of a legal settlement between Intertek
and the U.S. Department of Labor.*

We are writing to provide information about a legal settlement between the U.S. Department of Labor and Intertek U.S.A., Inc. (hereinafter "Intertek") 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 Intertek facility located at 149 Pintail Street, St. Rose, Louisiana.

ARE YOU AFFECTED?

If you are a female or black applicant, who applied and were not hired for Inspector positions at Intertek between, August 29, 2012 through August 28, 2014 you are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") conducted an audit of Intertek's hiring practices during August 29, 2012 through August 28, 2014. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP found evidence that Intertek discriminated against female and black applicants who applied for the Inspector position at the Intertek facility in St. Rose, Louisiana.

Ultimately, OFCCP issued a Notice of Violation against Intertek on these claims. Although Intertek disagreed with our findings, we have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a violation.

As a result, Intertek must pay money to affected class members who applied during the relevant time frame. Intertek will also offer jobs to some of these class members.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for the Inspector position during the relevant time frame, and were not hired, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$1,462.00** (before taxes). This payment represents your share of back wages and other payments Intertek is making to settle the violation. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.
- (2) Intertek will be making job offers for Inspector positions to some of the individuals receiving this notification. It is not guaranteed that you will receive a job offer. If you are interested in a job with Intertek, please express your interest on the enclosed Claim Form.
- (3) To get these benefits, you will need to release (give up) certain legal claims. A copy of the release for you to sign is included with this Notice.

WHAT IS YOUR NEXT STEP?

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

It is very important that you fill out and return the form in this envelope on time. Otherwise, you could miss out on getting money or an opportunity for a job.

To be eligible for a payment and/or job offer, you must complete, sign, and return the enclosed claim form and release form **10 March 2018**. There are instructions on the form about how to mail it in.

The Claim Form must be received by 10 March 2018.

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

You must follow all of the instructions in this notice and return all of the documents by the deadline of 10 March 2018 to receive any money or consideration for job opportunities or any other relief provided to you by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you any questions, you may contact (b) (7)(C), (b) (7)(E) at 504-589-6575 or (b) (7)(C), (b) (7)(E)@dol.gov . You can also visit the U.S. Department of Labor website about this case at <http://www.dol.gov/ofccp/CML/index.htm>.

Claim Form – Affected Applicants

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 10 March 2018

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

To receive an award (such as money or a job offer), you must complete and return this Claim Form and Release Form postmarked or hand-delivered on or before **10 March 2018**, to

[Name and Address]

If you do not submit a properly completed Claim Form and Release Form on or before **10 March 2018**, then your claim will not be on time and **you will not receive any money from this settlement and you cannot be considered for a job offer.**

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

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

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

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

Name: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

Address: _____

Please provide your social security number ____ _

Your Social Security Number is required in order to process your payment for tax purposes. Your Social Security Number will not be used for any other purpose.

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

Female Male

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

Caucasian African American/Black Hispanic Asian American Indian

Notify us at the address below if your address changes within the next eight months, or contact us if you have any questions about this claim form, the notice, or the settlement.

Name
Address
Phone
Email/website link

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

- Yes, I am still interested in an Inspector position with Intertek located in St. Rose, Louisiana.
- No, I am not currently interested in an Inspector position with Intertek located in St. Rose, Louisiana.
- I am currently employed by Intertek.

Step 3: Sign and return along with the Release Form

I certify the above as true and correct.

Signature

Date

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

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

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Intertek U.S.A., Inc. (hereinafter "Intertek") providing you with money and a potential job offer, you agree that you will not file any lawsuit against Intertek for allegedly violating Executive Order 11246 in connection with the hiring of females and black (applicants) for Inspector positions. It also says that Intertek does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money or a job offer.

In consideration of the payment of at least \$1,462.00 (less deductions required by law) and a potential job offer for an Inspector position by Intertek to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Intertek, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to the hiring of the above stated applicants into Inspector positions during the period of August 29, 2012 through August 28, 2014.

II.

I understand that Intertek denies that it treated me unlawfully or unfairly in any way and that Intertek entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment and potential job offer described above to resolve without further legal proceedings all issues related to OFCCP's compliance review of Intertek initiated on August 28, 2014. I further agree that the payment and potential job by Intertek to me is not to be construed as an admission of any liability by Intertek.

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 Intertek or (b) (7)(C), (b) (7)(E), OFCCP such that it is received by **10 March 2018**, I will not be entitled to receive at least \$1,462.00 (*less deductions required by law*) or a potential job offer for an Inspector position.

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

Signature: _____ Date: _____

Printed Name: _____