

CONCILIATION AGREEMENT

Between

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

and

JOHN W. STONE OIL DISTRIBUTOR, LLC

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated John W. Stone Oil Distributors, LLC's ("JW Stone") facility located at 1601 Belle Chasse Highway, Suite 300, Terrytown, LA 70056 and found that JW Stone was not in compliance with the Executive Order 11246, as amended ("E.O. 11246"), and its implementing regulations at 41 C.F.R. Chapter 60. OFCCP notified JW Stone of the specific violations found and the corrective actions required in a Notice of Violations issued on May 20, 2016. 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 JW Stone enter this conciliation agreement ("Agreement") and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for JW Stone'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 JW Stone violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. JW Stone 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. JW Stone will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. JW Stone understands that nothing in this Agreement relieves JW Stone of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 ("Section 503"), the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C § 4212 ("VEVRAA"), their implementing regulations, and other applicable equal employment laws.
4. JW Stone 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, and 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 JW Stone submits the final progress report required in Part IV, below, unless OFCCP notifies JW Stone in writing prior to the expiration date that JW Stone has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines JW Stone has met all of its obligations under the Agreement.
10. If JW Stone violates this Conciliation Agreement,

A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:

- 1) If OFCCP believes that JW Stone violated any term of the Agreement while it was in effect, OFCCP will send JW Stone a written notice stating the alleged violations and summarizing any supporting evidence.
- 2) JW Stone 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 JW Stone 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. JW Stone 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 JW Stone of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that JW Stone violated any laws.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. **VIOLATION:** During the period August 28, 2012 through at least August 27, 2014, JW Stone was not in compliance with 41 CFR 60-1.4(a)(1). OFCCP's analysis of JW Stone's hiring process and selection procedures revealed JW Stone discriminated against minority (blacks and two or more) applicants who applied for Deckhand positions. Minority applicants were much less likely to be hired than similarly-situated non-minority applicants.

OFCCP's analysis of the hiring data for the Deckhand job title for the review period showed a statistically significant disparity negatively affecting minority applicants as compared to non-minority applicants. When comparing non-minority applicants to minority applicants, of the (b) (6) non-minority applicants, (b) (6), (b) (7)(C) or (b) (6), (b) (7)(D) were hired. Of the (b) (6), (b) (7)(C) minority applicants, (b) (6), (b) (7)(D) or (b) (6), (b) (7)(D) were hired. This resulted in a standard deviation of (b) (6), (b) (7)(D) with a purported shortfall of ten.

REMEDY: JW Stone agrees to immediately cease the hiring practices that lead to the above results and take the following corrective actions to comply with this agreement in furtherance of its compliance obligations;

- i. Review its hiring procedures including, but not limited to, recruitment, screening, interviewing, selection, rejection and hiring to ensure compliance with Executive Order 11246, as amended.
- ii. Identify the qualifications and criteria to be used to place applicants into the Deckhand applicant pool.
- iii. Identify 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. Implement procedures to ensure decisions are documented at each step in the hiring process.
- v. Implement procedures to ensure that documents are retained in accordance with 41 CFR 60- 1.12(a) and Part 60-3.

JW Stone shall record the foregoing revised hiring process and procedures ("Revised Hiring Process") in writing.

- (a) **Training:** Within 90 calendar days of the Effective Date of this Agreement, JW Stone will train all individuals involved in recruiting, selecting and documenting applicants for Deckhand positions on JW Stone's Revised Hiring Process for Deckhand applicants and on the implementation and monitoring of the Revised Hiring Process. The training will include instruction in the proper implementation of the recruitment and selection procedures, the specified qualifications and criteria that will be used at each step in the hiring process, the procedures to be used to document the decision made at each step in the hiring process, and the procedures to be used to ensure that documents are retained in accordance with 41 CFR 60-1.12(a) and Part 60-3.
- (b) **Notification:** Within 15 calendar days of the Effective Date of this Agreement, JW Stone shall notify the minority applicants shown 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. JW Stone will notify OFCCP weekly by e-mail (b) (6), (b) (7)(C) @dol.gov) of all letters returned as undeliverable. In addition, within 60 calendar days of the Effective Date, JW Stone 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 JW Stone.

JW Stone 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 contact information.

- (c) **Eligibility:** All Class Members who sign and return the Interest Form and Release to either JW Stone or OFCCP within 120 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 JW Stone or OFCCP within 120 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 125 calendar days of the Effective Date of this Agreement, JW Stone will provide OFCCP with a list of all Class Members who returned the Interest Form and Release within 120 calendar days of the Effective Date, along with a copy of each executed Interest Form and Release it received. OFCCP will provide JW Stone with all original executed Release and Interest Forms it receives. Within 135 calendar days from the Effective Date, OFCCP will review and approve the final list of Eligible Class Members or discuss with JW Stone 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 JW Stone.

- (d) **Employment:** As Deckhand positions become available during the term of this Agreement, JW Stone agrees to extend job offers for Deckhand positions to qualified Eligible Class Members who timely express an interest in employment with JW Stone, until ten minority Eligible Class Members 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. Eligible Class Members shall be considered in the order JW Stone receives their Interest Forms expressing an interest in employment. JW Stone shall initiate its hiring of Eligible Class Members and will endeavor to complete its hiring obligations under this section within 18 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 JW Stone. The Eligible Class Members hired into Deckhand positions pursuant to this Agreement shall be paid the prevailing current wage rate for the Deckhand position and shall be provided with the same benefits as other Deckhand 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, and applicable benefits to the extent that plan documents allow for retroactive seniority.

- (e) **Monetary Settlement:** JW Stone agrees to distribute \$300,000 (\$271,444 in back pay and \$28,556 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. JW Stone will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail each Eligible Class Member an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. These IRS forms will be mailed at the end of the year. JW Stone will disburse the monetary settlement within 15 calendar days after OFCCP approves the final list of Eligible Class Members.

Within five calendar days of JW Stone's receipt of a check to an Eligible Class Member returned as undeliverable, JW Stone will notify OFCCP of this fact via e-mail sent to (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C)@dol.gov. OFCCP will attempt to locate the Eligible Class Member and if OFCCP obtains an alternate address or confirms the correct mailing address, JW Stone 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, JW Stone

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, JW Stone 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 above.

2. **VIOLATION:** JW Stone failed to identify hiring selection disparities and develop and execute an action-oriented program in accordance with the requirements at 41 CFR 60-2.17(b) and (c). Specifically, adverse impact analysis conducted by JW Stone for the period March 1, 2013 through February 28, 2014, indicates hiring disparities impacting minorities with a statistically significant standard deviation of [REDACTED] in the Laborer job group. JW Stone did not properly identify this disparity in its AAP and develop an action-oriented program.

REMEDY: JW Stone agrees to identify all problem areas in its AAP and establish an action-oriented program for all job groups in which statistical significance is identified. JW Stone agrees to ensure that the program consists of more than following the same procedures which have previously produced inadequate results. JW Stone agrees to demonstrate that it has made good faith efforts to remove identified barriers, expand employment opportunities, and produce measureable results.

3. **VIOLATION:** JW Stone conducted an adverse impact analysis that resulted in [REDACTED] standard deviations in the Laborer job group but failed to evaluate the individual components of the selection process for adverse impact and failed to conduct adverse impact analyses comparing each race or ethnic group constituting at least 2 percent of the labor force in the relevant labor area or 2 percent of the applicable workforce to the group with the highest hiring rate as required by 41 CFR 60-3.4C and 60-3.15A(2).

REMEDY: JW Stone agrees to properly conduct adverse impact analyses in accordance with the requirements of 41 CFR 60-3.4C and 60-3.15A(2) for each group constituting more than 2 percent of the labor force in the relevant labor area or 2 percent 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, JW Stone agrees to evaluate each individual component of the selection process for adverse impact and maintain and have available records or other information showing which selection components have adverse impact. If adverse impact is found to exist in any of the individual components of the selection process, JW Stone agrees to validate each such component in accordance with the Uniform Guideline on Employee Selection Procedures (see 41 CFR 60-3) or utilize selection procedures that do not result in adverse impact.

PART IV. REPORTING:

JW Stone will submit various reports to OFCCP, and shall send each report described below to:

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

1. Pursuant to the Remedy for Violation 1, within 60 calendar days of the effective date of this Agreement JW Stone will submit to OFCCP a copy of the written Revised Hiring Process.
2. Pursuant to paragraph (a) of the Remedy for Violation 1, with the first progress report below, which is approximately seven months from the Effective Date of this Agreement, JW Stone will provide OFCCP with documentation that all individuals involved in recruiting, selecting and documenting applicants for Deckhand positions have been trained on JW Stone's Revised Hiring Process for Deckhand applicants and on the implementation and monitoring of 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 title of each person who conducted the training.
3. JW Stone will also provide OFCCP with all documents and information referenced in paragraphs (b) (c) and (e) of the Remedy for Violation 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 60 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 120 calendar days of the effective date. See attached Timeline.

In addition to the above reports, JW Stone will submit three 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.

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

1. Documentation of monetary payments to all Eligible Class Members as specified in paragraph (e) of the Remedy for Violation 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. JW Stone agrees to provide OFCCP with copies of all canceled checks upon request.

2. Documentation of specific hiring activity for Eligible Class Members who were hired into Deckhand positions in accordance with this Agreement, including name, date of hire, job title hired into, rate of pay and proof of retroactive seniority and benefits if applicable.
3. For those Eligible Class Members who were considered for employment under this Agreement but were not hired, JW Stone will provide the reason for non-hire along with all relevant documentation (e.g., documentation that the Eligible Class Member declined a job offer or did not otherwise follow established employment protocols).

JW Stone will continue submitting the information above in progress reports until OFCCP determines that the back pay and hires required by this Agreement have been fully implemented or until the hiring obligation has expired. If complete documentation is provided in one progress report, it need not be resubmitted in a subsequent progress report.

Pursuant to the violations, JW Stone will submit the following in each progress report:

1. The total number of applicants and hires by applicable race, gender and ethnic group for Deckhand positions during the reporting period;
2. For Deckhand positions, the results of JW Stone'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 case where the total selection process has an adverse impact, as defined in 41 CFR 60-3.4D, the results of JW Stone's evaluation of the individual components of the selection process for adverse impact;
4. The actions taken by JW Stone upon determining that any component of the selection process for Deckhands has an adverse impact on members of groups set forth in subparagraph 1 and/or 2, above.

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

JW Stone 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.

JW Stone agrees not to repeat the above violations.

PART V. SIGNATURES

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

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

John W. Stone, Jr.
Owner and General Manager
John W. Stone Oil Distributors, LLC

Date: 3-14-17

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

Compliance Officer
New Orleans District Office
OFCCP

Date: 03/21/2017

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

Kathleen M. Woods
District Director
New Orleans District Office
OFCCP

Date: 3/21/2017

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

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

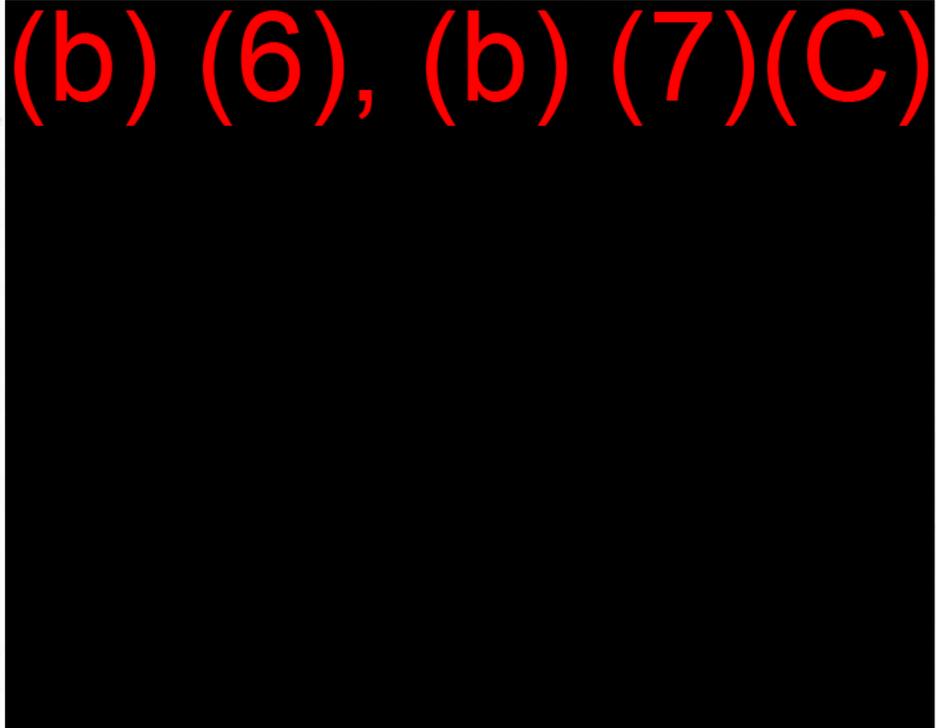
Date: 3-21-2017

**ATTACHMENT 1
Affected Class List**

Class Number	Last Name	First Name	Race	Date Applied
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(b) (6), (b) (7)(C)



ATTACHMENT 2

(NOTICE TO CLASS MEMBERS)

Dear Potential Class Member:

John W. Stone Oil Distributor ("JW Stone") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a voluntary Conciliation Agreement ("Agreement") to settle alleged disparities in selecting applicants for the Deckhand position at 1601 Belle Chasse Hwy, Suite 300, Gretna, Louisiana 70056, during the period of August 28, 2012 through August 27, 2014, and to resolve the matter without further legal proceedings. JW Stone has denied any wrongdoing. You have been identified as one of the individuals who was interested in applying for a Deckhand position during that time period but was not hired. To benefit under the Agreement, you may be required to provide proof of identity.

As part of this Agreement, you may be eligible to receive a payment of at least \$6,000 less lawful payroll deductions. Under the terms of this Agreement it may take up to six months from the date of this letter before you receive a payment. In order to be eligible for a payment, you must complete, sign and return the following two documents to the address below: (1) Information Verification & Employment Interest Form and (2) Release of Claims Under Executive Order 11246. These two documents should be returned as soon as possible, but they must be returned to the following address no later than [REDACTED] for you to be entitled to participate in this settlement:

Mr. Eric Malone
Director of Human Resources
John W. Stone Oil Distributor, LLC
1601 Belle Chasse Highway, Suite 300
Terrytown, LA 70056

Enclosed please find a postage paid return envelope that you can use to return the completed and signed documents.

You are not required to seek employment with JW Stone to benefit from this settlement so, if you are interested in receiving the monetary settlement, then simply check the first block on the enclosed Information and Verification & Employment Interest Form (Attachment 3). If you are still interested in employment with JW Stone, please check the second box on the Form. Those receiving this notice will be considered for Deckhand positions as openings become available in the order that JW Stone receives the Information Verification & Employment Interest Forms expressing an interest in employment. You must have the qualifications that are required for the position in order to be eligible to receive one of these positions. These qualifications include DOT/USCG and non-DOT drug testing and background checks. You may be required to report for work within two weeks of notification of the job offer.

By entering into this Agreement, JW Stone has not admitted, nor has there been any finding by a court, that JW Stone violated any laws when you were not considered or hired for the position for which you were interested. JW Stone has entered into this Agreement voluntarily to resolve alleged disparities in selecting applicants and to resolve the matter without further legal proceedings.

If you have any questions you may call JW Stone, Eric Malone at 504-374-0149 or OFCCP Compliance Officer (b) (6), (b) (7)(C) at (504)589-6575. Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO JW STONE ON OR BEFORE _____, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Sincerely,

Mr. Eric Malone
Director of Human Resources
John W. Stone Oil Distributor, LLC
1601 Belle Chasse Highway, Suite 300
Terrytown, LA 70056

Enclosures
Information Verification & Employment Interest Form
Release of Claims Under Executive Order 11246

ATTACHMENT 3

(VERIFICATION & EMPLOYMENT INTEREST FORM)

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

You must complete this form in order to be eligible for the monetary payment and/or employment opportunities under the terms of the voluntary Conciliation Agreement ("Agreement") between John W. Stone Oil Distributor ("JW Stone") and the Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Street Address: _____

City, State, Zip: _____

Phone Numbers: _____

Notify JW Stone at the address below if your address or phone number changes within the next twelve months.

Your Social Security Number is required for tax purposes: _____ - _____ - _____

For purposes of this settlement, it is necessary to verify your race/ethnicity. Please check where applicable:

- White Black Hispanic Asian Native American
 Native Hawaiian or Pacific Islander Two or More Races

Please indicate below whether you are currently interested in employment in a Deckhand position with JW Stone. If you complete, sign, and return this Information Verification & Employment Interest Form and the enclosed Release of Claims under Executive Order 11246, you will be eligible to receive the monetary payment whether or not you are interested in employment at this time.

- Yes, I am interested in receiving the monetary payment from JW Stone, but not employment.
- Yes, I am interested in employment with JW Stone as a Deckhand.

YOU MUST RETURN THIS FORM AND THE EXECUTED RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246 NO LATER THAN _____ TO:

**Mr. Eric Malone
Director of Human Resources
John W. Stone Oil Distributor, LLC
1601 Belle Chasse Highway, Suite 300
Terrytown, LA 70056**

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

Signature _____ Date _____

ATTACHMENT 4

(RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246)

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for John W. Stone Oil Distributor ("JW Stone") paying you money, you agree that you will not file any lawsuit against JW Stone for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for Deckhand positions. It also says that JW Stone 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 any 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.

In consideration of the payment of at least \$6,000 (less deductions required by law) by John W. Stone Oil Distributor ("JW Stone") to me, which I agree is acceptable, I, _____, agree to the following: (print name)

I.

I hereby waive, release and forever discharge JW Stone, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my non-selection for employment at any time through the effective date of this Release.

II.

I understand that JW Stone denies that it treated me unlawfully or unfairly in any way and that JW Stone entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment described above to resolve alleged disparities in selecting applicants and to resolve the matter without further legal proceedings in the compliance evaluation initiated by OFCCP on August 28, 2014. I further agree that the payment of the aforesaid sum by JW Stone to me is not to be construed as an admission of any liability by JW Stone.

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. I further declare that I have decided of my own free will to sign this Release.

IV.

I understand that if I do not sign this Release and return it to JW Stone no later than _____; I will not be entitled to receive the payment described above from JW Stone.

IN WITNESS WHEREOF, I have signed this document on this _____ day of _____, 2017.

Class Member Signature

ATTACHMENT 5

(INVITATION TO APPLY FOR EMPLOYMENT)

DATE _____

TO _____

RE: Invitation to Apply for Employment

You recently indicated, to us, your interest in employment with John W. Stone Oil Distributors, LLC, Terrytown, LA (JW Stone). As previously communicated to you, JW Stone may be making limited job offers for Deckhand positions to persons who successfully complete our selection process, including DOT/USCG and non-DOT drug testing and background checks. This invitation is not a guarantee that you will receive a job.

Nevertheless, to be considered for employment, you must file a complete employment application either in person at 1601 Belle Chasse Highway, Suite 300, Terrytown, LA or by U. S. mail using the application form enclosed.

Sincerely,

Eric Malone
Director Human Resources