

## CONCILIATION AGREEMENT

Between

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

and

KAPPLER, INC.  
115 Grimes Drive  
Guntersville, Alabama 35976

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

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated the facility of Kappler, Inc., ("Kappler") located at 115 Grimes Drive, Guntersville, Alabama 35976 and found that Kappler was not in compliance with Executive Order 11246, as amended ("E.O. 11246") and its implementing regulations at 41 CFR Chapter 60. OFCCP notified Kappler of the specific violations found and the corrective actions required in a Notice of Violation issued on August 5, 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 Kappler 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 Kappler'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 Kappler violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Kappler's compliance with this Agreement. As part of such review, and with appropriate notice, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Kappler will permit reasonable access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. Nothing in this Agreement relieves Kappler of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, ("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. Kappler will not 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 OFCCP's Southeast 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 60 calendar days after Kappler submits the final progress report required in Part IV, below, unless OFCCP notifies Kappler in writing prior to the expiration date that Kappler has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Kappler has met all of its obligations under the Agreement.
10. If Kappler violates this Conciliation Agreement,
  - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
    - 1) If OFCCP believes that Kappler violated any term of the Agreement while it was in effect, OFCCP will send Kappler a written notice stating the alleged violations and summarizing any supporting evidence.
    - 2) Kappler will have 15 calendar 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 Kappler 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. Kappler 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 Kappler of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Kappler violated any laws.
12. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with the creation of this settlement, will constitute evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this Agreement.

### **PART III. SPECIFIC ALLEGED VIOLATIONS AND REMEDIES**

#### **A. VIOLATIONS:**

1. **ALLEGED VIOLATION:** Personnel activity data provided by Kappler for the period December 24, 2012 through December 24, 2014 revealed that from a qualified pool of [REDACTED] female applicants, Kappler selected [REDACTED] females into Sewer positions, and failed to select any females for the Cutter and Floor Worker positions. In addition, from a qualified pool of [REDACTED] male applicants, Kappler hired (7)(E) male applicants (7)(E) into Cutter and Floor Worker positions, and failed to hire any of these male applicants into Sewer positions. After examining personnel records, interviewing the selection official, human resources personnel, employees, rejected applicants and third party staffing representatives, as well as considering anecdotal evidence gathered during the investigation, OFCCP determined that this practice of disproportionately assigning women to Sewer positions and exclusively assigning males to Cutter and Floor Worker positions, was based on sex and not on legitimate differences in qualifications. Accordingly, OFCCP finds that Kappler discriminated against female and male applicants with respect to their job placement, resulting in sex-based occupational segregation that in violation of 41 CFR 60-1.4(a)(1) and 41 CFR 60-20.3(b).
2. **ALLEGED VIOLATION:** As a result of the above described sex-based job placement practices that occurred from December 24, 2012 and at least through December 24, 2014, OFCCP found that Kappler discriminated against 11 qualified female applicants for production positions, in violation of 41 CFR § 60-1.4(a) (1) and 41 CFR 60-20.3(b). Of the [REDACTED] female applicants, Kappler selected [REDACTED] females into Sewer positions, and failed to select any females for the Cutter and Floor worker positions. None of the women were considered for the Cutter and Floor worker positions while (7)(E) of the (7)(E) males who applied for production positions were hired into the Cutter and Floor worker positions. Our investigation revealed no justification for the exclusion of all men or all women applicants from any position. Kappler's practices resulted in a hiring shortfall of 2 females.

3. **ALLEGED VIOLATION:** OFCCP found that Kappler failed to preserve personnel and employment records 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, Kappler failed to preserve complete and accurate records of its application and selection procedures to include all applications, test materials, self-identification forms, and interview records, in violation of 41 CFR § 60-1.12(a).
4. **ALLEGED VIOLATION:** OFCCP found that Kappler failed to maintain, and have available for inspection, records or other information that disclose the impact which Kappler's selection procedures have upon employment opportunities of applicants by identifiable gender, race, or ethnic group set forth in 41 CFR § 60-3.4B, in order to determine compliance with the Uniform Guidelines on Employee Selection Procedures. 41 CFR § 60-3.4 and 41 CFR § 60-3.15A (2).

**B. CORRECTIVE ACTION:**

**1. Monetary Remedy**

- a. **Notification and Eligibility of Affected Applicants:** Within 45 calendar days of the Effective Date of this Agreement, Kappler must provide, via certified mail, the following documents to the last known address of the 11 Affected Applicants listed in Attachment A ("Affected Applicants"): (1) the Notice to Affected Applicants (Attachment B, "Notice"), (2) the Information Verification & Employment Interest Form (Attachment C, "Interest Form"), (3) the Release of Claims under Executive Order 11246 (Attachment D, "Release"), and (4) a postage paid return envelope.

To be eligible for the distribution of back pay and/or jobs described, the Affected Applicants must complete and mail the Interest Form and Release to Kappler within the 30-day postmark deadline set forth in the Notice. Within 30 calendar days after the deadline set forth in the Notice, Kappler will notify OFCCP of all of the Affected Applicants who did not respond, including the names of the Affected Applicants whose Notice was returned as undeliverable. OFCCP will have 30 calendar days from its receipt of such list to attempt to locate those Affected Applicants, verify their updated addresses, and provide Kappler with an updated address list. Kappler will have 30 calendar days from receipt of this list to send another copy of the Notice along with the Interest Form, Release, and postage paid return envelope, as described above.

Within 15 calendar days after the response deadline set forth in the second Notice, Kappler will provide OFCCP with a full list of the Affected Applicants who submitted a fully executed Interest Form, and Release within the deadlines described above. Within 15 calendar days after receiving the list, OFCCP will review the list, discuss with Kappler any issues necessary to finalize the list, such

as the inclusion or exclusion of certain individuals, and approve of a "Final List" of Affected Applicants ("Eligible Affected Applicants").

Only the individuals on the Final List will receive a share of the monetary settlement and/or an offer of employment under the terms of this Agreement. The individuals on the Final List are entitled to an equal share of the monetary settlement regardless of whether they are interested in employment with Kappler.

For the purposes of this Notice section, the Kappler contact will be counsel for Kappler, Marty Martenson, Esq., phone: 404-909-(7)(C), email: (7)(C)@martensonlaw.com, and OFCCP's contact will be (7)(C) (7)(C) OFCCP Compliance Officer, phone: 205-731-0820, email: (7)(C)@dol.gov.

- b. Monetary Settlement: Kappler will provide back pay plus interest in the amount of \$5,500 (\$5,278 in back pay and \$222 in interest) to the Eligible Affected Applicants. This monetary settlement, less any deductions required by law, will be distributed equally among all Eligible Affected Applicants. Kappler 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, if required. These IRS forms will be mailed at the end of the applicable tax year in which the funds are disbursed to the address identified on the Interest form.

Kappler will disburse the monetary settlement within 30 calendar days after OFCCP approves the Final List. Within 15 calendar days of Kappler's receipt of a check returned as undeliverable, Kappler will notify OFCCP of this fact via e-mail sent to Compliance Officer (7)(C) at (7)(C)@dol.gov. OFCCP will have 15 calendar days to locate the Eligible Class Member, and if OFCCP obtains an alternate address in the designated time period, Kappler will re-issue a check within 15 calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 calendar days after the date the check was mailed to the Eligible Class Member will be void.

With respect to any uncashed funds, Kappler will distribute the remaining funds in equal shares to all Eligible Affected Applicants who cashed their check. Kappler will distribute these remaining funds within 30 calendar days of all uncashed checks becoming void.

## 2. Job Offers

- a. Offers of Employment: To the extent a Production position becomes available which Kappler expects will or may be needed for thirty (30) consecutive days or more, Kappler will make job offers, via certified mail, to Eligible Affected Applicants who express interest in employment on the Interest Form, possess the

qualifications for the open position(s), and are not currently employed by Kappler. The written job offer shall include the job title and have a wage rate of no less than the current starting hourly wage. Kappler will make these job offers until 2 Eligible Affected Applicants are offered positions, or until the list of Eligible Affected Applicants expressing an interest in employment is exhausted, whichever occurs first. To the extent Kappler believes any Production position will be needed for less than thirty (30) consecutive days, Kappler shall be entitled to fill such position with a temporary employee without making any offer to any Eligible Affected Applicants with regard to such short-term opening. Additionally, with regard to any Production position for which an offer is made to an Eligible Affect Applicant, Kappler may, if production needs require, temporarily fill such position with a temporary employee while awaiting a response to any employment offer(s) made to an Eligible Affected Applicant and/or while waiting for an Eligible Affected Applicant to begin work. None of these temporary employees may have priority for a permanent position over an Eligible Affected Applicant.

Eligible Affected Applicants will be considered for hire in the order that Kappler receives their Interest Forms. If Kappler receives more than one response on any given day, those Eligible Affected Applicants will be considered for employment based on the date of their first original application to Kappler. Kappler will initiate its hiring process of Eligible Affected Applicants within 30 calendar days after OFCCP notifies Kappler of its approval of the Final List and must complete its hiring obligations under this section within 256. calendar days of the Effective Date of this Agreement. If Kappler is not able to make 2 offers of employment to Eligible Affected Applicants or exhaust the list of Eligible Affected Applicants expressing an interest in employment within this timeframe, OFCCP may extend the hiring provision of this Agreement for up to 6 months or until Kappler satisfies its employment obligations, whichever occurs first. Until the obligation is met or the list of Eligible Affected Applicants is exhausted, the Eligible Affected Applicants will have priority over all other candidates for hire into production positions (except as provided above with regard to any short-term temporary openings).

The report-to-work date for Eligible Affected Applicants hired pursuant to this Agreement shall be no later than 20 calendar days after the date of the written conditional job offer, or a later date agreed upon by Kappler and the Eligible Affected Applicant. If the Eligible Class Member does not report to work on the day designated by Kappler without providing Kappler on or before that day notice of good cause for the absence (e.g. personal illness or care for an immediate family member), or if good cause is provided and the Eligible Class Member does not report to work within 5 calendar days of the original designated start date, Kappler may withdraw the job offer and shall be under no obligation to hire such Eligible Class Member under this Agreement. Documentation of all hiring decisions, including job offers made and reasons for rejection, will be available with appropriate notice for review by OFCCP pursuant to Part IV below.

Kappler will provide the Eligible Affected Applicants the same training opportunities and opportunity to earn overtime and shift differentials as other similarly situated production employees.

- b. Retroactive Seniority: Eligible Affected Applicants who begin employment as a result of this Agreement will be given retroactive seniority dating back to the date each hired Eligible Class Member originally applied for employment. Such retroactive seniority shall be provided solely for purposes of vacation, paid personal business or illness days, Income Extension Aid, satisfying the one-year employment requirement of the Family Medical Leave Act, and other mandated state or local leaves.

### 3. Non-monetary Remedies

- a. Revised Policies and Procedures. Kappler must agree to review and, as necessary, revise its hiring and job placement policies and procedures to ensure equal opportunity as required by 41 CFR 60-1.4(a). This includes:
  - Ensuring all qualified applicants have an equal opportunity to apply for, express interest in, or be hired into Sewer, Cutter and Floor Worker positions regardless of sex, including disclosing to all applicants accurate information about the duties, rates of pay, benefits, working conditions and other aspects of employment for these positions, and making bona fide job offers to qualified applicants, regardless of sex who express interest in employment into these positions.
  - Ensuring that Kappler does not rely on stereotypes that have the purpose or effect of steering or channeling women or men into particular positions at hire or disproportionately assigning them particular work or duties, including encouraging or discouraging applicants from applying for or accepting employment into positions performing certain kinds of work.
  - Conducting regular reviews to ensure its selection practices are consistent with the Uniform Guidelines on Employee Selection Procedures, 41 C.F.R. 60-3, and with 41 CFR 60-1.4(a)(1).
  - Ceasing and desisting all personnel practices that resulted in the exclusion of females and males into certain production positions.
- b. Training. Kappler must provide training to all of its managers and supervisors who make hiring and job placement decisions, as well as to all human resources personnel. This training will include subjects of equal employment opportunity rights and responsibilities, and training on any new policies and practices in effect pursuant to part 3(a). This training must include a post-training assessment test in

a format acceptable to both OFCCP and Kappler. The assessment must ensure that managers, supervisors, and HR personnel who have completed the training understand and can implement the requirements to (1) follow hiring and job placement practices that do not discriminate on the basis of sex, (2) consistently and fairly implement the new or revised written policies and procedures and (3) properly document the results of their decisions and retain appropriate records.

c. Self-Analysis. Pursuant to 41 CFR 60-2.17(b), Contractor will review annually its hiring and job placement policies and procedures to ensure they comply with 41 CFR 60-1.4(a)(1), and will report the results to OFCCP as set forth in Part IV of this Agreement. This includes:

- Self-analysis of hires and placements, including analysis of any sex differences in number or type of positions, work, task or rates of pay offered to applicants.
- Assessment of how managers at Kappler are implementing the revised policies and procedures to ensure their actions are consistent with the requirements of 41 CFR 60-1.4(a)(1).

d. Recordkeeping and Adverse Impact Analysis.

- Pursuant to 41 CFR 60-1.12, Kappler will ensure its managers properly document the results of all job placement decisions made pursuant to the revised policies and procedures, and properly maintain all records on the revised policies and procedures including any associated underlying data and information such as HRIS and payroll data, job applications, applicant and hire data, disposition codes, and personnel records, and any other records or data used to generate the required reports.
- Kappler must preserve all personnel or employment records it makes or keeps in either electronic or hard copy format for all job groups, including but not limited to all expressions of interest through the internet or related data technologies, records related to internal and/or external databases, physical and online applications and 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, Kappler must preserve all personnel or employment records until OFCCP makes a final disposition in the matter. Kappler must provide copies of all personnel and employment records to OFCCP upon request.
- Kappler must perform adverse impact determinations for its employment procedures at least annually. Where the total selection process for a job has adverse impact against groups of applicants by identifiable gender, race, or ethnic group listed in 41 CFR § 60-3.4B, Kappler must maintain, and have available for inspection, records or other information showing which components have an adverse impact. Where the total selection process for a particular job has had an adverse impact in any year but no longer has an adverse impact, Kappler must maintain and have available the aforementioned

information and continue to collect such information for at least two years after the adverse impact has been eliminated.

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

Kappler agrees to furnish OFCCP with:

- A. Information on non-responsive Affected Applicants, pursuant to the timelines outlined in Part III.
- B. Two (2) progress reports including the information described below. Kappler must submit the documents and reports described below to the following address:

Alvin Q. Mitchell  
District Director – Birmingham  
United States Department of Labor  
Office of Federal Contract Compliance Programs  
950 22<sup>nd</sup> Street North, Ste. 660  
Birmingham, AL 35203

1. The **first report** will be due within 300 calendar days of the Effective Date of this Agreement, and will include:
  - a. Documentation of monetary relief provided to all Eligible Affected Applicants as specified in Part III. The documentation shall include copies of all signed Interest Forms and Releases, and any canceled checks disbursed by Kappler to Eligible Affected Applicants, or other equivalent documentation verifying that all Eligible Affected Applicants were paid;
  - b. Documentation of all Eligible Affected Applicants who were offered and/or hired into production positions. The documentation will include all written job offers extended to Eligible Affected Applicants; a list of the names of hired Eligible Affected Applicants; a list of the names of Eligible Affected Applicants who were offered positions but declined the offer or did not appear for work in accordance with the provisions of this Agreement; and for each Eligible Affected Applicant offered a position, the date of hire or decline of position, the rate of pay, date of termination, if any, and reason for said termination;
  - c. Documentation of Eligible Affected Applicants who expressed interest in Production positions within the first 180 days after the Effective Date of this Agreement who did not successfully complete the application process, including the names of these individuals, the date of their application, if any, and the reason Kappler determined they did not successfully complete the application process. This includes individuals who did not receive job offers because all available positions were filled;

- d. For each Eligible Affected Applicant hired, Kappler will submit documentation of date(s) of retroactive seniority; and
  - e. If Kappler has not filled all of the positions specified in this Agreement by the Progress Report date, explanation of the reason this action is not complete and the good faith efforts being taken for the next reporting period to complete it.
2. The **second report** will be due within 450 calendar days from the Effective Date of the Agreement and will include:
- a. If the hiring obligation was not met during the first progress reporting period:
    - Documentation of all Eligible Affected Applicants who were offered and/or hired into production positions, The documentation will include all written job offers extended to Eligible Affected Applicants; a list of the names of hired Eligible Affected Applicants; a list of the names of Eligible Affected Applicants who were offered positions but declined the offer or did not appear for work in accordance with the provisions of this Agreement; and for each Eligible Affected Applicant offered a position, the date of hire or decline of position, the rate of pay, date of termination, if any, and reason;
    - To the extent not provided with the first report, documentation of Eligible Affected Applicants who expressed interest in job offers within 365 days of the Effective Date of this Agreement who did not successfully complete the application process, including the names of these individuals, the date of their application, if any, and the reason Kappler determined they did not successfully complete the application process. This includes individuals who did not receive job offers because all available positions were filled; and
    - For each Eligible Affected Applicants hired, Kappler will submit documentation of date(s) of retroactive seniority
  - b. Documentation verifying Kappler provided training in equal employment opportunity to its managers and supervisors who make hiring and job placement decisions, as required by this Agreement. This documentation will include, but not limited to: copies of training agendas; materials used or distributed in the training; documents reflecting the signatures, printed names and positions of those in attendance; resumes or other written descriptions of the qualifications of the person(s) providing the training; and documentation of date(s) and duration of the training session(s);
  - c. A description of: (1) the ways Kappler revised its hiring and placement process to fill production vacancies, including any revision(s) to its recruitment process, its prescreening of job applications, and interviewing and testing of applicants; (2) any revisions to Kappler's methods for tracking such information, including by

race, ethnicity and gender; and (3) the internal audit and reporting systems put into place for monitoring Kappler's progress and program effectiveness;

- d. Applicant flow log data for the first full twelve (12) months after the Effective Date of this Agreement identifying all applicants for production positions during the applicable reporting period, including name, date of application, race, ethnicity, gender, referral source, final disposition, date of hire, and job title. For all applicants not selected, identify the reason for non-selection; and
- e. Copies of the self-analysis and adverse impact analysis described in Part III for the applicable reporting period. If adverse impact exists as the term is defined and described in 41 CFR § 60-3.4D, Kappler will provide the results of its review and/or examination of each individual component in the selection process for the production position. Documentation will also include a detailed description of any actions taken by Kappler to address the adverse impact found in its review.

**PART V. SIGNATURES**

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Kappler, Inc.

[Redacted Signature] (6), (7)(C)

Laura Kappler-Roberts  
President  
Kappler, Inc.  
115 Grimes Drive  
Guntersville, Alabama 35976

Date: 5-8-2017

[Redacted Signature] (6), (7)(C)

Samuel Maiden  
Regional Director - Southeast  
Office of Federal Contract Compliance  
Programs

Date: 5-17-2017

[Redacted Signature] (6), (7)(C)

Christopher Williams  
Assistant District Director - Birmingham  
Office of Federal Contract Compliance  
Programs

Date: 05/09/2017

[Redacted Signature] (6), (7)(C)

Alvin Mitchell  
District Director - Birmingham  
Office of Federal Contract Compliance  
Programs

Date: 05/09/2017

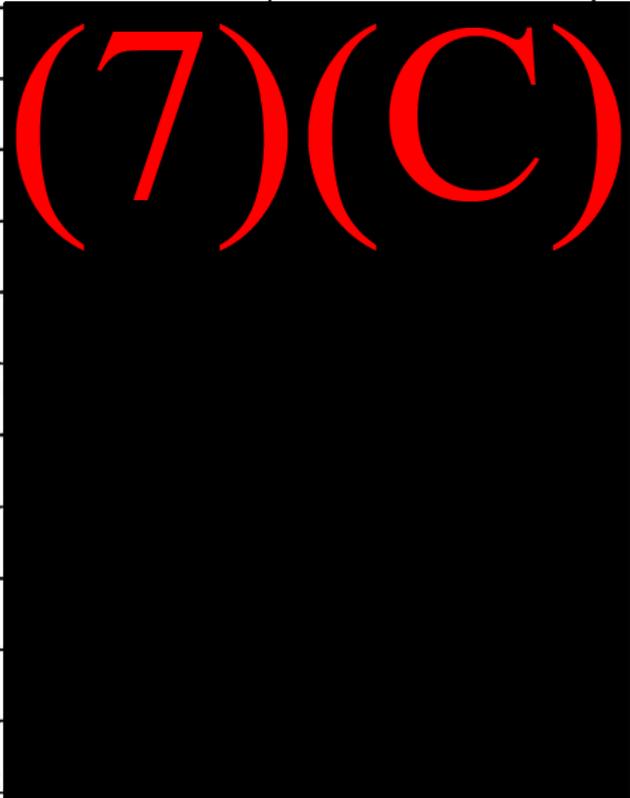
[Redacted Signature] (6), (7)(C)

Compliance Officer - Birmingham  
Office of Federal Contract Compliance  
Programs

Date: 05/09/2017

# ATTACHMENT A

## Affected Applicants

	Last Name	First Name
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## ATTACHMENT B

### NOTICE TO AFFECTED CLASS MEMBERS

*You may be eligible to receive compensation and a job offer because of a legal settlement between Kappler, Inc. 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 Kappler, Inc. ("Kappler") 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 an opportunity for employment.*

#### ARE YOU AFFECTED?

Certain women who applied, but were not selected, for employment in production positions at Kappler's Guntersville, Alabama establishment between December 24, 2012 and December 24, 2014, 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 Kappler's hiring practices. 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 Kappler discriminated against women in hiring for production positions during the period described above. Kappler denies that it engaged in any wrongdoing and denies these allegations. Ultimately, OFCCP and Kappler 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.

As a result, Kappler has agreed to pay money and make job offers to women who applied for a production position during the timeframe described above.

#### WHAT DOES THIS MEAN FOR YOU?

Because you applied for 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 \$500 (before taxes). This payment represents your share of back wages and other payments Kappler is making to settle the case. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.
- (2) Kappler will be making job offers for production 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 Production position, please express your interest on the enclosed Interest Form.
- (3) To get these benefits, you will need to release (agree to give up) certain legal claims, and sign the enclosed Interest and Release forms.

#### WHAT IS YOUR NEXT STEP?

You should read this Notice, the Interest and Release forms, and any other information you received from the U.S. Department of Labor.

**Please do not ignore these forms or throw them away. Otherwise, you could miss an opportunity to receive money and a job with Kappler.**

To be eligible for a payment and/or job offer, you must complete, sign, and return **both** of the following enclosed forms, (1) the Information Verification & Employment Interest Form ("Interest Form") and (2) the Release of Claims under Executive Order 11246 ("Release"). Send your completed and signed forms to:

Martenson, Hasbrouck & Simon LLP  
Attn: Marty N. Martenson  
3379 Peachtree Road, N.E., Suite 400  
Atlanta, Georgia 30326

**The forms must postmarked within 30 calendar days of receiving this Notice.**

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

**If you fail to return both of the required forms by the deadline above, you will not be eligible to receive any money, consideration for job opportunities or any other benefits that are available to you under the settlement.**

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact: [REDACTED] (7)(C), Compliance Officer, U.S. Department of Labor, OFCCP at 205-731-0820 or [REDACTED] (7)(C)@dol.gov

**ATTACHMENT C**  
**INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM**  
**("INTEREST FORM")**

**PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS INTEREST FORM.**

**INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR MONEY (BACK WAGES) AND/OR A JOB OFFER FROM THE SETTLEMENT**

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 benefits (such as money or a job offer), you must complete and return this Interest Form and the enclosed Release form. **The forms must postmarked within 30 calendar days of receiving this mailing, and must be sent to the address listed at the end of this Interest Form.**

If you do not submit a properly completed Interest Form and Release by the deadline above, 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.

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

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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.

**Note:** This notice is only for the person it was addressed to and cannot be transferred or used by another person who is not a part of the settlement.

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

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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.*

Notify us at the email or phone number below if your address changes or contact us if you have any questions about this Interest form, the notice, or the settlement.

Compliance Officer (7)(C), U.S. Department of Labor,  
Office of Federal Contract Compliance Programs  
Email: (7)(C)@dol.gov  
Phone: 205-731-0820

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

- \_\_\_ Yes, I am still interested in a production position with Kappler.
- \_\_\_ No, I am not currently interested in a production position with Kappler.
- (Choosing this option does not affect your ability to receive a back pay payment)
- \_\_\_ I am currently employed by Kappler.

**Step 3:** Sign below and return **along with the Release Form** to Marty N. Martenson, Martenson, Hasbrouck & Simon LLP, 3379 Peachtree Road, N.E., Suite 400, Atlanta, Georgia 30326.

I certify the above as true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT D**

**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 FROM THE SETTLEMENT*

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Kappler, Inc. ("Kappler") paying you money, you agree that you will not file any administrative claim, proceeding or lawsuit against Kappler for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for Production positions during the period December 24, 2012 through December 24, 2014. It also says that Kappler expressly denies any wrongdoing or that 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.

In consideration of a payment by Kappler to me, which I agree is acceptable, I agree to the following:

**I.**

I hereby waive, release and forever discharge Kappler and its 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 my non-selection for a Production position during the period December 24, 2012 through December 24, 2014.

**II.**

I understand that Kappler does not agree that it treated me unlawfully or unfairly in any way and that Kappler entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make a payment to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP related to the facility covered by the Conciliation Agreement. I further agree that the payment of the aforesaid sum by Kappler to me is not to be construed as an admission of any liability or unlawful conduct by Kappler.

**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 freewill to sign this Release.

**IV.**

I understand that if I do not sign this Release and return it to Marty N. Martenson, Martenson, Hasbrouck & Simon LLP, 3379 Peachtree Road, N.E., Suite 400, Atlanta, Georgia 30326 such that it is postmarked within 30 calendar days of my receipt of this Release, I will not be entitled to receive any payment.

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

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

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