

CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

PENSKE LOGISTICS LLC
4301 NORTH 125 WEST
SHELBYVILLE, IN 46176

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated the Penske Logistics LLC facility located at 4301 North 125 West, Shelbyville, IN 46176 (hereinafter "Penske Logistics - Shelbyville") and alleged that Penske Logistics - Shelbyville was not in compliance with the Executive Order 11246, as amended ("E.O. 11246"), and its implementing regulations at 41 C.F.R. Section(s) 60-1, 60-2, and 60-3. OFCCP notified Penske Logistics - Shelbyville of the specific violations alleged and the corrective actions required in Part III below. In the interest of resolving the alleged violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and Penske Logistics - Shelbyville enter this contract ("Conciliation Agreement" or "Agreement"), incorporating the attachments by reference, and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Penske Logistics - Shelbyville'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 alleged 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 alleged violations described in Part III if Penske Logistics - Shelbyville violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations, should Penske Logistics - Shelbyville become a federal contractor in the future.
2. The parties agree to waiving a Pre-Determination Notice and Notice of Violation in this matter, electing to proceed directly to conciliation.
3. Penske Logistics - Shelbyville currently holds no federal contracts and is exempt from the requirements of E.O. 11246, as amended; 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

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

9/18/19

regulations; and other applicable equal employment laws. Penske Logistics – Shelbyville understands that, if in the future, Penske Logistics - Shelbyville becomes a covered federal contractor subject to E.O. 11246, Section 503, and/or VEVRAA, Penske Logistics - Shelbyville will be required to fully comply with the affirmative action requirements of these laws.

4. Penske Logistics - Shelbyville 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. Penske Logistics - Shelbyville will permit access to its premises at its Shelbyville, IN establishment during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
5. Penske Logistics - Shelbyville promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, or VEVRAA, or engages in any activity listed at 41 C.F.R. §60-1.32(a).
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced in this Agreement. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.
8. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement will become effective on the date it is signed by the Deputy Regional Director (“the Effective Date”).
10. This Agreement will expire sixty (60) days after Penske Logistics - Shelbyville submits the final progress report required in Part IV (1.A), below, unless OFCCP notifies Penske Logistics - Shelbyville in writing prior to the expiration date that Penske Logistics - Shelbyville has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Penske Logistics - Shelbyville has met all of its obligations under the Agreement.
11. If Penske Logistics - Shelbyville violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. §60-1.34 will govern:
 - 1) If OFCCP believes that Penske Logistics - Shelbyville violated any term of the Agreement while it was in effect, OFCCP will send Penske Logistics - Shelbyville a written notice stating the alleged violations and summarizing any supporting evidence.

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

9/13/19

- 2) Penske Logistics - Shelbyville 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 Penske Logistics - Shelbyville 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. Penske Logistics - Shelbyville 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.

This Agreement does not constitute an admission by Penske Logistics - Shelbyville of any violation of E.O. 11246 or other laws nor has there been an adjudicated finding that Penske Logistics - Shelbyville violated any laws.

PART III. SPECIFIC VIOLATIONS ALLEGED AND REMEDIES

A. HIRING DISCRIMINATION

1. **STATEMENT OF VIOLATION ALLEGED.** OFCCP alleges that Penske Logistics - Shelbyville discriminated against 185 qualified female applicants (Class Members) for Warehouse Worker positions in job group 7WRH Warehouse Operatives during the period of January 1, 2016 through October 11, 2016, based on sex. OFCCP alleges that Penske Logistics - Shelbyville failed to afford female applicants equal employment opportunities in hiring constitutes a violation of Section 202, Paragraph 1 of Executive Order 11246, as amended, and 41 C.F.R. 60-1.4(a)(1).

Specifically, OFCCP's analysis of personnel activity provided by Penske Logistics - Shelbyville for the period of January 1, 2016 through October 11, 2016 revealed that from a qualified applicant pool of (b) (7)(E) males and (b) (7)(E) females, Penske hired (b) (7)(E) males (b) (7)(E) and (b) (7)(E) females (b) (7)(E). This disproportionate hiring pattern is statistically significant for females at a rate of (b) (7)(E) standard deviations with a shortfall of 99 female hires.

Penske Logistics - Shelbyville has cooperated with OFCCP's investigation and has cooperated with the agency to resolve this matter. Penske Logistics - Shelbyville denies that it failed to comply with the Executive Order and its implementing regulations.

REMEDY FOR AFFECTED CLASS. Penske Logistics - Shelbyville agrees to: (a) take all reasonable efforts to locate the 185 female Class Members (Attachment A) and to provide all located Class Members with a make whole remedy, including back pay with interest, (b) make job offers to female Class Members for Warehouse Worker positions at

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

9/18/19

Penske Logistics – Shelbyville at the current rate of pay to Class Members who are Eligible Recipients (defined below) until 99 female Class Members are hired or the Eligible Class Member (defined below) list is exhausted, whichever occurs first, (c) provide a \$200 payment in lieu of retroactive seniority to those Eligible Class Members who are hired as a Warehouse Worker at Penske Logistics – Shelbyville and remain employed through the 90-day probationary period; (d) make best efforts to prevent retaliation, harassment, and any other form of reprisal or adverse action to any female Class Member; (e) review Penske Logistics – Shelbyville’s selection process and ensure that practices that led to the alleged discrimination have been eliminated; (f) develop procedures to review the selection process for ensuring nondiscrimination, and (g) take action to assure that this alleged violation ceases and does not recur.

Notice. Within thirty (30) days¹ of the Effective Date of this Agreement, Penske Logistics - Shelbyville will notify Class Members listed in Attachment A of the terms of this Agreement by USPS mail. Penske Logistics - Shelbyville will include the Notice to Class Members (Attachment B), Class Member Information Verification & Employment Interest Form (Attachment C), Class Member Release of Claims under Executive 11246 (Attachment D), and a postage-paid return envelope (hereinafter collectively referred to as the “Hiring Notification Package”).

Each Class Member (or the Class Member’s legal representative in the event that the Class Member is deceased or as otherwise provided under the law), shall be given thirty (30) days from the postmarked date of the Notice to respond by returning the completed Claim form and executed Release. Within seventy-five (75) days of the Effective Date of this Agreement, Penske Logistics - Shelbyville will provide a list to OFCCP of those Class Members who have not yet responded to the Hiring Notification Package and/or have not fully completed and returned the Claim Form or executed Release. OFCCP will then initiate efforts to locate those Class Members and will provide updated contact information to Penske Logistics - Shelbyville within ten (10) days of receiving Penske Logistics - Shelbyville’s list. Penske Logistics - Shelbyville agrees to mail by USPS mail a Hiring Notification Package to class members who OFCCP locates within five (5) days of receiving new contact information from OFCCP. Each such Class Member shall be given thirty (30) days from the postmarked date of the second mailing to respond by returning the completed forms and executed Release to Penske Logistics - Shelbyville’s settlement administrator.

If a Class Member responds to either the first or second mailing and submits an incomplete response (including, but not limited to, one where a social security number was not provided or providing unsigned documents) Penske Logistics - Shelbyville will notify OFCCP within 10 days and OFCCP will follow up with that Class Member to attempt to obtain the missing information. Penske Logistics - Shelbyville will provide this notification to OFCCP by emailing (b) (7)(E), (b) (7)(C) @dol.gov. In that email, Penske Logistics - Shelbyville will specify the deficiencies and attach an electronic copy of the incomplete paperwork.

¹ All references to “days” in this Agreement are to calendar days. If any deadline for an obligation to be performed falls on a weekend or federal holiday, the deadline shall be extended to the next business day.

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

9/18/19

Eligibility. All Class Members who timely respond to the first or second mailing and return fully-executed and completed copies of the applicable attachments from the Hiring Notification Package will equally share in the monetary settlement ("Eligible Class Members") and those Eligible Class Members who indicate an interest in employment will be eligible to be considered for a Warehouse Worker position at the Shelbyville, IN establishment if they meet the requirements set forth below to become an Eligible Recipient (defined below). If a Class Member does not return the completed Claim Form and executed Release to Penske Logistics - Shelbyville within 125 days of the Effective Date of this Agreement, the Class Member will no longer be entitled to any monetary settlement, offer of employment, or any other relief pursuant to this Agreement.

Within 15 days after the date by which Class Members must timely submit fully-executed claims forms and releases, Penske Logistics - Shelbyville will provide OFCCP with the list of all Eligible Class Members who timely returned a completed Claim Form and executed Release. Within 15 days of OFCCP receiving Penske Logistics - Shelbyville's list of Eligible Class Members, OFCCP will review and approve the final list of Eligible Class Members or discuss with Penske Logistics - Shelbyville any issues necessary to finalize the list. The monetary settlement will be divided equally among all Eligible Class Members on the final approved list. Each Eligible Class Member on the final approved list will be entitled to an equal share of the settlement funds regardless of whether she is interested in employment with Penske Logistics - Shelbyville.

Monetary Settlement. In settlement of all potential claims for back pay and interest for Warehouse Worker positions, Penske Logistics - Shelbyville agrees to pay the total amount of THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00). This total amount represents \$315,000.00 in back pay and \$35,000.00 in interest and shall be referred to hereafter as the "Settlement Fund." The monetary settlement is a negotiated amount that represents back pay and interest, less interim earnings, and takes into account the average tenure of those persons hired into Warehouse Worker positions at Penske Logistics - Shelbyville during the review period. In addition to the settlement fund, and in lieu of retroactive seniority, Penske Logistics - Shelbyville will pay an additional \$200 to each Eligible Class Member who is hired as a Warehouse Worker and completes a 90-day probationary period. This payment will be paid at the completion of the 90-day probationary period.

Within two hundred ten (210) days of the Effective Date of this Agreement, Penske Logistics - Shelbyville shall distribute the Settlement Fund, less deductions required by law, equally among all Eligible Class Members by mailing a check to each Eligible Class Member representing the Eligible Class Member's pro rata share of the total amount in the Settlement Fund. Penske Logistics - Shelbyville shall make all legal deductions required by law (*i.e.*, normal federal, state and/or local taxes and FICA) from the portion representing back pay only, and shall pay to the Internal Revenue Service the employer's share of social security withholding attributable to the back pay portion of the Settlement Fund. Penske Logistics - Shelbyville will mail a Form W-2 (representing the amount of back pay) and, as appropriate, a Form 1099 (representing the amount of interest) to each

(b) (7)(C), (b) (5)

9/18/19

Eligible Class Member either with the check or consistent with Penske Logistics - Shelbyville's business practices.

Within 10 days of Penske Logistics - Shelbyville's receipt of a returned check from an Eligible Class Member, Penske Logistics - Shelbyville shall notify OFCCP of this fact via email to Assistant District Director David Smith at the email address provided in this Agreement. OFCCP shall attempt to locate the Eligible Class Member and, if OFCCP obtains an alternative address, Penske Logistics - Shelbyville shall re-mail the check. Any check that remains uncashed within one hundred twenty (120) days after the initial date mailed to an Eligible Class Member shall be void.

With respect to any funds in the Settlement Fund that remain undistributed after one hundred twenty (120) days from the date the checks were mailed, Penske Logistics - Shelbyville will make a second distribution to all Eligible Class Members who cashed their first check if the amount of the uncashed funds divided equally would result in a payment of \$40.00 or more to each of the located Eligible Class Members.

If the total amount of uncashed funds would result in a payment of less than \$40.00 to each Eligible Class Member who cashed his or her first check, Penske Logistics - Shelbyville shall use those uncashed funds to provide training in equal employment opportunity to its personnel at the Shelbyville, IN establishment, in addition to training its managers on their obligations under Executive Order, Section 503 and VEVRAA.²

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

Employment. As Warehouse Worker positions at the Shelbyville, IN establishment become available, Penske Logistics - Shelbyville will extend conditional job offers to qualified Eligible Class Members who (1) express an interest in employment as a Warehouse Worker at the Penske Logistics - Shelbyville facility, (2) have not previously been employed with Penske Logistics, (3) are not currently employed by Penske Logistics, and (4) who meet Penske Logistics - Shelbyville's below-stated job requirements ("Eligible Recipients") until ninety-nine (99) Class Members have been hired or until the Eligible Class Member list is exhausted, whichever occurs first. Eligible Class Members must meet the following job requirements in order to be considered an Eligible Recipient and provided a conditional job offer: (1) complete and submit an updated employment application, (2) be age 18 or over, (3) be eligible to work in the United States, (4) meet qualifications that are required for the Warehouse Worker position, including criminal background screening, (5) pass a drug test, and (6) agree to accept wages, work hours, overtime, and shift requirements according to Penske Logistics - Shelbyville's needs and assignments. No relocation assistance will be offered.

Eligible Recipients shall be considered in the order that Penske Logistics - Shelbyville received their completed forms from the Hiring Notification Package expressing an

² The requirement for manager training is required only if Penske Logistics becomes a federal contractor in the future.

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

9/18/19

interest in employment with Penske Logistics - Shelbyville. If multiple fully-executed and completed forms from the Hiring Notification Package are received on the same date, the earliest original application date of the Eligible Recipient will determine the order of employment consideration.

Penske Logistics - Shelbyville will contact Eligible Class Members interested in a Warehouse Worker position as external job openings for Warehouse Worker positions become available. Once an Eligible Class Member meets the requirements to become an Eligible Recipient and as Warehouse Worker positions are available at Penske Logistics-Shelbyville, a conditional job offer will be made in writing, sent by USPS mail or email to the Eligible Recipient, and will instruct the Eligible Recipient to respond in person or in writing (email is acceptable) to the offer within seven (7) days from the date of receipt of the written offer or the offer will be withdrawn by Penske Logistics - Shelbyville and Penske Logistics - Shelbyville shall be under no further obligation to hire such Eligible Recipient under this Agreement.

The report-to-work date for Eligible Recipients who accept a conditional job offer and otherwise meet all employment requirements shall be at least two (2) weeks after the date the written job offer acceptance is received by Penske Logistics - Shelbyville. If the Eligible Recipient does not report to work on the day designated by Penske Logistics - Shelbyville without providing Penske Logistics - Shelbyville with notice of good cause for the failure to report to work (e.g., personal illness or care for immediate family member), Penske Logistics - Shelbyville will withdraw the offer and will be under no further obligation to hire the Eligible Recipient under this Agreement. If a good cause reason is provided and an Eligible Recipient does not report to work within one (1) week of the original designated report-to-work date, Penske Logistics - Shelbyville may withdraw the offer and will be under no further obligation to hire the Eligible Recipient under this Agreement.

Eligible Class Members shall be responsible for notifying Penske Logistics - Shelbyville's settlement administrator of any changes in their addresses or contact information.

Once hired, Eligible Recipients will be subject to the same probationary period, attendance, performance standards, job-bidding requirements, and any other applicable waiting periods as other similarly-situated newly hired Warehouse Workers at Penske Logistics - Shelbyville.

Penske Logistics - Shelbyville shall submit to OFCCP the reasons for rejecting any Eligible Class Member for a conditional job offer.

It is anticipated that all the hiring relief under this Section will be completed within 24 months of the Effective Date or when the list of Eligible Recipients is exhausted, whichever occurs first. The parties agree that Penske Logistics - Shelbyville's hiring needs vary and are largely dictated by its customer and that this Agreement does not obligate Penske Logistics - Shelbyville to hire when it has no business need to hire. Notwithstanding the employment commitment outlined in this paragraph, OFCCP acknowledges that, during the term of this Agreement, Penske Logistics - Shelbyville can

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

9/18/19

continue to recruit, consider, and hire applicants for Warehouse Workers other than Eligible Recipients as business needs dictate.

PART IV. REPORTS REQUIRED

1. Penske Logistics - Shelbyville will submit the documents and reports described below to:
David A. Smith, Assistant District Director, OFCCP, 46 E. Ohio St., Rm 419, Indianapolis, IN 46204 (b) (7)(C), (b) (7)(E)@dol.gov) or his designee.
 - A. Penske Logistics - Shelbyville will submit two (2) progress reports for the Shelbyville, IN establishment covering each period this Agreement is in effect. The first progress report will be due 13 months after the Effective date of the Agreement and will cover the timeframe from the Effective Date of this Agreement through one year after the Effective Date. The second report will be due 12 months after the first report covering the period of the 13th month through the 24th month. Penske Logistics - Shelbyville will submit the following in each report:
 - 1) Copies of all Hiring Notification Package forms returned by Class Members, as well as copies of envelopes returned as undeliverable;
 - 2) Documentation of monetary payments to each Eligible Class Member as specified in Part III, including for each: the name of the person receiving back pay and interest, the check number, the dollar amount of the check, the date of the check, and the date the check cleared the bank. The same documentation will be provided for Eligible Class Members who are hired, complete the 90-day probationary period, and receive the \$200.00 payment in lieu of retroactive seniority. OFCCP may request copies of canceled checks disbursed by Penske Logistics - Shelbyville to Eligible Class Members or other equivalent documentation verifying that Eligible Class Members were paid;
 - 3) The names of each Eligible Recipient hired into Warehouse Worker positions at the Shelbyville, IN establishment, including name, date of hire, job title hired into, and starting rate of pay;
 - 4) The names of Eligible Class Members who were considered for employment in Warehouse Worker positions at the Shelbyville, IN establishment but were not hired, along with the reason(s) for non-selection and all relevant documentation relating to that non-selection;
 - 5) If Penske Logistics - Shelbyville becomes a federal contractor during this term of this agreement, the total number of applicants and hires and the breakdown by gender of applicants and hires in Warehouse Worker positions at the Shelbyville, IN establishment during any reporting period that Penske Logistics - Shelbyville is a federal contractor, including all workers who were referred to and/or assigned to work at Penske Logistics - Shelbyville by a staffing firm or employment agency; and

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

9/18/19

- 6) Documentation of attempts to contact all Class Members in Attachment A, and the current disposition of each applicant contacted, including copies of the notification letters sent.

PART V. SIGNATURES

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

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

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

David J Battisti
SVP & General Counsel
Penske Logistics LLC

Date: 9/18/19

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

MAXINE L. MANUS
District Director
OFCCP, Indianapolis District Office

Date: 9/19/19

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

CARMEN NAVARRO
Deputy Regional Director
OFCCP, Midwest Region

Date: 9/19/19

**ATTACHMENT A
CLASS MEMBERS**

	Candidate ID	Gender	Application Date
1.	(b) (7)(E), (b) (7)(C)	F	8/3/2016
2.		F	7/6/2016
3.		F	9/30/2016
4.		F	7/28/2016
5.		F	8/4/2016
6.		F	8/1/2016
7.		F	8/1/2016
8.		F	8/23/2016
9.		F	8/20/2016
10.		F	6/3/2016
11.		F	7/8/2016
12.		F	7/20/2016
13.		F	10/5/2016
14.		F	7/12/2016
15.		F	9/24/2016
16.		F	8/3/2016
17.		F	7/18/2016
18.		F	8/4/2016
19.		F	9/23/2016
20.		F	8/30/2016
21.		F	8/7/2016
22.		F	9/2/2016
23.		F	8/3/2016
24.		F	7/6/2016
25.		F	9/9/2016
26.		F	7/4/2016
27.		F	8/12/2016
28.		F	7/16/2016
29.		F	7/31/2016
30.		F	8/3/2016
31.		F	9/30/2016
32.		F	7/11/2016
33.		F	7/7/2016
34.		F	7/1/2016
35.		F	8/1/2016
36.		F	9/6/2016
37.		F	8/10/2016

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

9/18/19

	Candidate ID	Gender	Application Date
38.	(b) (7)(E), (b) (7)(C)	F	7/5/2016
39.		F	7/3/2016
40.		F	7/14/2016
41.		F	8/1/2016
42.		F	7/4/2016
43.		F	7/2/2016
44.		F	9/28/2016
45.		F	8/2/2016
46.		F	7/23/2016
47.		F	9/7/2016
48.		F	6/12/2016
49.		F	6/17/2016
50.		F	5/11/2016
51.		F	7/8/2016
52.		F	8/8/2016
52.		F	9/16/2016
54		F	7/21/2016
55.		F	7/28/2016
56.		F	8/25/2016
57.		F	8/20/2016
58.		F	9/30/2016
59.		F	7/14/2016
60.		F	8/3/2016
61.		F	7/12/2016
62.		F	8/29/2016
63.		F	8/1/2016
64.		F	9/15/2016
65.		F	7/6/2016
66.		F	7/6/2016
67.		F	10/8/2016
68.		F	9/2/2016
69.		F	9/7/2016
70.		F	9/20/2016
71.		F	8/11/2016
72.		F	8/3/2016
73.		F	9/29/2016
74.		F	9/30/2016
75.		F	7/19/2016
76.		F	9/26/2016
77.		F	7/5/2016
78.		F	7/7/2016
79.		F	7/5/2016

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

9/18/19

	Candidate ID	Gender	Application Date
80.	(b) (7)(E), (b) (7)(C)	F	8/29/2016
81.		F	9/7/2016
82.		F	9/1/2016
83.		F	8/2/2016
84.		F	9/6/2016
85.		F	7/6/2016
86.		F	9/21/2016
87.		F	9/8/2016
88.		F	8/29/2016
89.		F	6/30/2016
90.		F	7/18/2016
91.		F	8/19/2016
92.		F	10/5/2016
93.		F	7/15/2016
94.		F	8/4/2016
95.		F	9/9/2016
96.		F	7/22/2016
97.		F	9/14/2016
98.		F	7/1/2016
99.		F	8/3/2016
100.		F	8/10/2016
101.		F	9/15/2016
102.		F	8/8/2016
103.		F	8/8/2016
104.		F	8/23/2016
105.		F	9/18/2016
106.		F	7/6/2016
107.		F	8/17/2016
108.		F	10/9/2016
109.		F	8/3/2016
110.		F	7/6/2016
111.		F	7/27/2016
112.		F	8/4/2016
113.		F	7/7/2016
114.		F	8/24/2016
115.		F	8/5/2016
116.		F	9/27/2016
117.		F	7/13/2016
118.		F	10/7/2016
119.		F	7/1/2016
120.		F	5/10/2016
121.		F	7/11/2016

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

2/18/19

	Candidate ID	Gender	Application Date
122.	(b) (7)(E), (b) (7)(C)	F	9/24/2016
123.		F	7/26/2016
124.		F	9/26/2016
125.		F	10/2/2016
126.		F	7/4/2016
127.		F	6/6/2016
128.		F	8/8/2016
129.		F	8/22/2016
130.		F	7/7/2016
131.		F	9/23/2016
132.		F	9/7/2016
133.		F	5/19/2016
134.		F	8/4/2016
135.		F	10/1/2016
136.		F	8/26/2016
137.		F	10/7/2016
138.		F	7/31/2016
139.		F	7/14/2016
140.		F	6/16/2016
141.		F	8/5/2016
142.		F	7/14/2016
143.		F	7/19/2016
144.		F	7/4/2016
145.		F	7/1/2016
146.		F	8/1/2016
147.		F	7/29/2016
148.		F	8/4/2016
149.		F	7/2/2016
150.		F	7/6/2016
151.		F	8/3/2016
152.		F	8/28/2016
153.		F	8/12/2016
154.		F	9/22/2016
155.		F	9/21/2016
156.		F	8/1/2016
157.		F	8/10/2016
158.		F	8/28/2016
159.		F	6/22/2016
160.		F	8/15/2016
161.		F	7/6/2016
162.		F	8/3/2016
163.		F	8/9/2016

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

9/18/19

	Candidate ID	Gender	Application Date
164.	(b) (7)(E), (b) (7)(C)	F	7/1/2016
165.		F	8/14/2016
166.		F	10/3/2016
167.		F	7/7/2016
168.		F	9/7/2016
169.		F	7/31/2016
170.		F	7/25/2016
171.		F	5/24/2016
172.		F	7/5/2016
173.		F	8/31/2016
174.		F	7/1/2016
175.		F	7/16/2016
176.		F	8/19/2016
177.		F	8/4/2016
178.		F	5/7/2016
179.		F	7/25/2016
180.		F	6/14/2016
181.		F	8/9/2016
182.		F	8/4/2016
183.		F	7/1/2016
184.		F	9/13/2016
185.		F	9/7/2016

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

9/18/19

Attachment B
CLASS MEMBER NOTICE

You may be eligible to receive money and a job offer because of a legal settlement between Penske Logistics - Shelbyville and the U.S. Department of Labor but you must take immediate action

We are writing to provide information about a legal settlement between the U.S. Department of Labor and Penske Logistics LLC ("Penske Logistics -Shelbyville") 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 a job offer with Penske Logistics-Shelbyville.

ARE YOU AFFECTED?

Females who applied and were not hired for Warehouse Worker positions at Penske Logistics' establishment located at 4301 North 125 West, Shelbyville, IN 46176 between the dates of January 1, 2016 and October 11, 2016 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 Penske Logistics – Shelbyville's hiring practices during the period from January 1, 2016 through October 11, 2016. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. Penske Logistics is no longer a federal contractor. OFCCP found that Penske Logistics - Shelbyville discriminated against female applicants who applied for Warehouse Worker positions from January 1, 2016 through October 11, 2016. Penske Logistics – Shelbyville denies OFCCP's claims and there has not been any finding by a court that Penske Logistics – Shelbyville violated any laws or discriminated against you. Penske Logistics – Shelbyville disagrees with OFCCP's allegations and denies that it discriminated against any applicants. However, OFCCP and Penske Logistics – Shelbyville 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 remedy alleged violations found by OFCCP.

As a result of OFCCP's and Penske Logistics – Shelbyville's agreement, Penske Logistics – Shelbyville will pay money to certain female applicants who applied for Warehouse Worker jobs at the Shelbyville facility during the relevant time frame and were not hired. Penske

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

9/18/19

Logistics – Shelbyville will also offer jobs to some of these applicants if they are interested and qualified.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for a Warehouse Worker 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 \$1,891.89** (before taxes). This payment represents your share of back wages and interest that Penske Logistics - Shelbyville is making to settle the alleged violations. The final amount you will receive will be reduced by lawful payroll deductions such as income taxes and Social Security contributions. It may take up to eight months from the date of this Notice before you receive any monetary payment.
- 2) As jobs become available, Penske Logistics – Shelbyville will be making conditional job offers for Warehouse Worker positions to some of the individuals receiving this Notice. You are not guaranteed to receive a job offer. If you are interested in such a job with Penske Logistics - Shelbyville, you must express your interest on the enclosed Claim Form. Those receiving this notice who are deemed eligible for a conditional job offer will be considered for a Warehouse Worker position as they become available after the claims process is complete. Conditional job offers will be made in the order that Penske Logistics –Shelbyville receives your Claim Form and Releases expressing an interest in employment, so you are encouraged to return all of your forms as soon as possible. In order to receive a conditional job offer under this Agreement, you must meet the following job requirements: (1) complete and submit an updated employment application, (2) be age 18 or over, (3) be eligible to work in the United States, (4) meet qualifications that are required for the Warehouse Worker position, including a criminal background review, (5) pass a drug test, and (6) agree to accept wages, work hours, overtime, and shift requirements according to Penske Logistics - Shelbyville's needs and assignments.

WHAT IS YOUR NEXT STEP?

You should read this Notice, the Claim Form, the Release of Claims, and any other information you receive from the Department of Labor or Penske Logistics - Shelbyville.

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

To be eligible for a payment and a possible job offer, you must complete, sign, and return **both** the (1) Claim Form and (2) Release of Claims to:

Settlement Administrator

Title

Address

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

9/18/19

Phone
XXXX

The completed Claim Form and Release must be postmarked by date here.

You may receive these benefits only if the information on your Claim Form confirms that you are eligible to participate in the settlement. After you complete and return these documents, a final decision will be made about your eligibility.

You must follow all of the instructions in this Notice and return all of the documents by the deadline of [insert date] to receive any money and any other benefits provided by the settlement. If you fail to return all of the required documents by the deadline or if your documents do not verify your eligibility, you will not be eligible to receive any money or any other benefits made available to you by the settlement.

IF YOU HAVE CONCERNS ABOUT THE LEGALITY OF THESE DOCUMENTS OR ANY OF THE INFORMATION REQUESTED IN THEM YOU MAY VERIFY THE AUTHENTICITY IN THREE WAYS:

- You may contact the settlement administrator at [phone, email].
- You may visit the official U.S. Department of Labor website about this case at www.dol.gov/ofccp/cml to read the conciliation agreement.
- You may contact the federal government directly to verify: Compliance Officer (b) (7)(E), (b) (7)(C), (b) (7)(E), (b) (7)(C), Office of Federal Contract Compliance Programs, Indianapolis District Office (b) (7)(E), (b) (7)(C), or (b) (7)(E), (b) (7)(C)@dol.gov].

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

9/18/19

**Attachment C
CLAIM FORM**

**PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING
THIS CLAIM FORM**

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

DEADLINE TO RESPOND IS date here

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

To receive an award (money and a possible job offer), you must complete and return this Claim Form **and** the Release of Claims Under Executive Order 11246 form postmarked or hand-delivered on or before date here to

Settlement Administrator

Title

Address

Phone

XXXX

If you do not submit a properly completed Claim Form and Release on or before date here, then your claim will not be on time, **you will not receive any money from this settlement, and you will not be considered for a job offer as part of the settlement.**

Enclosed is a stamped, pre-addressed envelope you can use to return the Claim Form and Release by date here.

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

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

9/18/19

Step 1: Please provide the following 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:

Address: _____

City: _____ State: _____ Zip: _____

It is very important that you notify the settlement administrator if your address or other contact information changes within the next twelve months or if you have questions about this Claim Form, the Release, or the settlement.

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

Settlement Administrator

Title

Address

Phone

XXXX

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 (check one):

Female

Male

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

9/18/19

Step 2: Inform us if you are interested in a Warehouse Worker job with Penske Logistics in Shelbyville, Indiana and if you have previously worked for Penske (choose all that apply):

- Yes**, I am interested in a Warehouse Worker position with Penske Logistics at its facility located at 4301 North 125 West, Shelbyville, IN 46176. I understand that to be eligible for a Warehouse Worker position, I must meet all of the job qualifications, including: (1) complete and submit an updated employment application, (2) be age 18 or over, (3) be eligible to work in the United States, (4) meet qualifications that are required for the Warehouse Worker position, including a criminal background review, (5) pass a drug test, and (6) agree to accept wages, work hours, overtime, and shift requirements according to Penske Logistics - Shelbyville's needs and assignments. I understand that no relocation assistance will be offered.
- No**, I am not interested in a Warehouse Worker position with Penske Logistics at its facility located at 4301 North 125 West, Shelbyville, IN 46176
- I am **currently employed** by Penske Logistics in the position of _____ at its facility in _____.
- I was **previously employed** by Penske Logistics:

Name at time of employment: _____
Penske Logistics Location: _____
Dates of employment: _____

Step 3: Sign and return along with the signed Release

I certify the above as true and correct.

Signature

Date

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

7/18/19

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 AND A POTENTIAL JOB OFFER FROM THE
SETTLEMENT BETWEEN OFCCP AND PENSKE LOGISTICS –
SHELBYVILLE.**

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This Release states that in return for Penske Logistics LLC ("Penske Logistics-Shelbyville") providing you with money and a potential job offer as a Warehouse Worker at Penske Logistics- Shelbyville's, Indiana facility, you agree that you will not file any lawsuit against Penske Logistics-Shelbyville for allegedly violating Executive Order 11246 in connection with the hiring of female applicants into Warehouse Worker positions at the Shelbyville, Indiana facility located at 4301 North 125 West. This Release also says that Penske Logistics-Shelbyville does not admit it violated any laws. By signing this Release, you confirm that you had sufficient time to look at all of the settlement documents; to talk with others about the documents, including an attorney if you choose; and that no one pressured you into signing the documents. Finally, the Release says that if you do not sign and return the Claim form and this Release by a certain date, you will not receive any money or a potential job offer as part of the settlement.

In consideration of the payment of at least **\$1,891.89** (less deductions required by law) and a potential job offer into a Warehouse Worker position at Penske Logistics' Shelbyville, Indiana facility, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Penske Logistics-Shelbyville, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to the hiring of female applicants into Warehouse Worker positions at Penske Logistics – Shelbyville's facility located at 4301 North 125 West, Shelbyville, IN 46176, during the period from January 1, 2016 through October 11, 2016.

II.

I understand that Penske Logistics-Shelbyville denies that it treated me unlawfully or unfairly in any way and that Penske Logistics-Shelbyville entered into a Conciliation Agreement with the

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

9/18/17

U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment and a potential job offer described above to resolve without further legal proceedings all issues related to OFCCP's compliance review of Penske Logistics – Shelbyville which was initiated on October 24, 2017. I further agree that the monetary payment and potential job offer to me by Penske Logistics is not to be construed as an admission of any liability by Penske Logistics.

III.

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

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

Settlement Administrator

Title

Address

Phone

XXXX

so that it is postmarked or hand-delivered by **date here**, then I will not be entitled to receive any monetary payment (less deductions required by law) or a potential job offer for a Warehouse Worker position at Penske Logistics' Shelbyville, Indiana facility.

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

Signature: _____ Date: _____

Printed Name: _____

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

9/18/19