

CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

OLDCASTLE BUILDINGENVELOPE, INC.

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated Oldcastle BuildingEnvelope, Inc.’s (“Oldcastle”) facility located at 11205 E. 37th Ave., Denver, Colorado and found that Oldcastle was not in compliance with the Executive Order 11246, as amended (“E.O. 11246”) and its implementing regulations at 41 C.F.R. Sections 60-1, 60-2 and 60-3.

OFCCP notified Oldcastle of the specific violations found and the corrective actions required in a Notice of Violations issued on June 26, 2017. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and Oldcastle enter this contract (“Conciliation Agreement” or “Agreement”) and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Oldcastle’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 Oldcastle violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Oldcastle 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. Oldcastle will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. Oldcastle understands that nothing in this Agreement relieves Oldcastle of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of

1973 (Section 503), the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA), their implementing regulations, and other applicable equal employment laws.

4. Oldcastle promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.
7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day it is signed by the Regional Director of the Southwest and Rocky Mountain Region (the "Effective Date") unless the Director of OFCCP indicates otherwise within 45 calendar days of the date the Regional Director signs the Agreement.
9. This Agreement will expire sixty (60) days after Oldcastle submits the final progress report required in Part IV, below, unless OFCCP notifies Oldcastle in writing prior to the expiration date that Oldcastle has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Oldcastle has met all of its obligations under the Agreement.
10. If Oldcastle violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that Oldcastle violated any term of the Agreement while it was in effect, OFCCP will send Oldcastle a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) Oldcastle 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 Oldcastle 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. Oldcastle 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 Oldcastle of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Oldcastle violated any laws.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. **VIOLATION:** OFCCP alleges that Oldcastle is not in compliance with 41 C.F.R. § 60-1.4(a)(1). OFCCP's analysis of Oldcastle's hiring process and selection procedures revealed that Oldcastle discriminated on the basis of race and ethnicity against white and black applicants for positions in the 8A Loaders/Unloaders Job Group at its Denver, Colorado facility during the period of January 21, 2013 through January 20, 2015.

OFCCP's analysis of the refined applicant and hiring data for the period of January 21, 2013 through January 20, 2015 showed a statistically significant disparity that negatively affected white and black applicants for positions in the 8A Loaders/Unloaders Job Group. OFCCP's analysis resulted in statistically significant disparities against white and black applicants when compared to Hispanic applicants. OFCCP's analysis resulted in statistically significant disparities of (b) (7)(E) standard deviations for whites yielding a shortfall of 18 and (b) (7)(E) standard deviations for blacks yielding a shortfall of 16.

OFCCP concludes that Oldcastle's hiring practices resulted in discrimination against (b) (7)(E) white applicants and (b) (7)(E) black applicants who applied for a position in the 8A Loader/Unloader Job Group and were not selected.

Oldcastle denies any violation of E.O. 11246, and there has not been any adjudicated finding that Oldcastle violated any laws.

2. **VIOLATION:** OFCCP alleges that Oldcastle's hiring process is not in compliance with 41 § C.F.R. 60-1.4(a)(1). OFCCP's analysis of Oldcastle's hiring process and selection procedures revealed that Oldcastle discriminated on the basis of sex against female applicants for positions in the 8A Loaders/Unloaders Job Group at its Denver, Colorado facility during the period of January 21, 2013 through January 20, 2015.

OFCCP's analysis of the refined applicant and hiring data for the period of January 21, 2013 through January 20, 2015 showed that despite having qualified female applicants, (b) (7)(E) females were selected during the two-year period. OFCCP analyzed the data and

found that of (b) (7)(E) male applicants, (b) (7)(E) or (b) (7)(E)%, were hired, and of (b) (7)(E) female applicants, (b) (7)(E) were hired OFCCP's analysis resulted in a statistically significant disparity against female applicants at (b) (7)(E) standard deviations yielding a shortfall of 4 females.

Accordingly, OFCCP concludes that Oldcastle's hiring practices resulted in discrimination on the basis of sex against (b) (7)(E) female applicants who applied for a position in the 8A Loaders/Unloaders Job Group and were not selected for employment in this job group.

Oldcastle denies any violation of E.O. 11246, and there has not been any adjudicated finding that Oldcastle violated any laws.

REMEDIES 1 and 2: This remedy relates to Violations 1 and 2 above. Oldcastle agrees to immediately cease any hiring practices and/or policies that negatively affect white, black, and female applicants in the hiring process and will take the following corrective action:

- (a) Revision of the Hiring Process, Implementation and Training: Within 60 calendar days of the effective date of this Agreement, Oldcastle will revise, in writing, the practices, policies and procedures it uses to recruit, track and hire applicants for 8A Loader/Unloader positions (hereinafter the "Revised Hiring Process"). The Revised Hiring Process will contain the following:
- Procedures to recruit applicants for 8A Loader/Unloader positions, including mandatory posting, outreach efforts, and the use of the Internet as a recruitment procedure, if Oldcastle currently uses or prospectively intends to use the Internet to recruit 8A Loader/Unloader applicants.
 - The qualifications and criteria to be used to place applicants into the 8A Loader/Unloader applicant pool.
 - 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, test, post-hiring screen or other selection procedure.
 - Procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process.
 - Procedures to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3.

Thereafter, within 90 calendar days of the effective date of this Agreement, Oldcastle will fully implement the Revised Hiring Process and will train all individuals involved in any way in recruiting, selecting or tracking applicants for 8A Loader/Unloader positions on the Revised Hiring Process. The training will

include: instruction in the proper implementation of the recruitment, tracking and selection procedures; the neutral application of the specified qualifications and criteria that will be used at each step in the hiring process; the procedures to be used to document the decisions 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 45 calendar days of the effective date of this Agreement, Oldcastle shall notify the white, black and female applicants shown on Attachments 1A and 1B (collectively, "Hiring Class Members") of the terms of this Agreement by mailing by first class mail, to each person the Notice Form (Attachment 2, "Notice"), the Claim Form – Affected Applicants (Attachment 3, "Claim Form"), the Release of Claims Under Executive Order 11246 (Attachment 4, "Release"), and a postage paid return envelope.

Oldcastle will notify OFCCP weekly of all letters returned as undeliverable. Within 75 calendar days of the effective date of the Agreement, Oldcastle will provide a list to OFCCP of those Hiring Class Members who have not yet responded to the Notice and/or have not returned a fully executed Claim Form and Release. OFCCP will then initiate efforts to locate those Hiring Class Members and provide updated contact information to Oldcastle within 15 calendar days of OFCCP's receipt from Oldcastle of the list of non-responsive Class Members.

Oldcastle agrees to mail by first class mail to the updated contact addresses provided by OFCCP, a second Notice, Claim Form, Release, and postage paid return envelope to Hiring Class Members OFCCP locates or verifies the addresses within 15 calendar days of receipt of the updated contact information from OFCCP.

All Hiring Class Members who sign and return the Release and Claim Form to either Oldcastle or OFCCP within 120 calendar days of the effective date of this Agreement ("Eligible Hiring Class Members") will equally share the monetary settlement and, if indicating an interest in employment, will be eligible to be considered for an open position in the 8A Loaders/Unloaders Job Group at Oldcastle's Denver, Colorado facility, pursuant to this Agreement. If a Hiring Class Member has not returned a fully-executed Release and Claim Form to Oldcastle or OFCCP within 120 calendar days of the effective date of this Agreement, the Hiring Class Member will no longer be entitled to any monetary settlement, offer of employment, or any other relief pursuant to this Agreement.

Within 130 calendar days of the effective date of this Agreement, Oldcastle will provide OFCCP with a list of all Hiring Class Members who returned the Claim Form and Release within 120 calendar days of the effective date, along with a copy of each executed Release and Claim Form it received. OFCCP will provide Oldcastle with all original executed Release and Claim Forms it receives. Within

145 calendar days from the effective date, OFCCP will review and approve the final list of Eligible Hiring Class Members or discuss with Oldcastle any issues necessary to finalize the list, such as the inclusion or exclusion of certain Hiring Class Members. The monetary payment discussed in paragraph (d) below will be divided equally among all Eligible Hiring Class Members on the final approved list. All Eligible Hiring Class Members are entitled to their share of the monetary settlement regardless of whether they are interested in employment with Oldcastle.

- (c) Employment: As positions become available in the 8A Loaders/Unloaders Job Group at Oldcastle's Denver, Colorado facility, Oldcastle will consider for employment qualified Eligible Hiring Class Members not currently employed by Oldcastle, who are eligible for rehire (if previously employed), and who express an interest in employment with Oldcastle, until 38 Eligible Hiring Race Class Members (18 whites, 16 blacks and 4 females) have successfully completed the selection process and are hired into 8A Loader/Unloader positions, or until the list of such Eligible Hiring Class Members expressing an interest in employment is exhausted, whichever occurs first. Eligible Class Members who indicate an interest in employment on their completed Interest Form must meet the hiring qualifications and criteria listed in the Claim Form. Eligible Hiring Class Members shall be considered in the order that Oldcastle receives their Claim Forms expressing an interest in employment. Oldcastle shall initiate its hiring of Eligible Hiring Class Members after 45 days of the effective date of this Agreement and must complete its hiring obligations under this section within 12 months of the effective date of this Agreement.

Eligible Hiring Class Members will be allowed seven (7) days to accept an employment offer and at least fourteen (14) days to report for work after receiving a written job offer from Oldcastle or as otherwise consistent with the contract for the project for which the employees were hired.

The Eligible Hiring Class Members hired into 8A Loader/Unloader positions pursuant to this Agreement shall be paid the current wage rate for the 8A Loader/Unloader positions, and shall be provided with the same benefits, opportunity to earn overtime and shift differentials as other Job Group 8A Loader/Unloader employees. In addition, all Eligible Hiring Class Members hired who are still employed after 90 days shall receive retroactive seniority to the date of his or her original application for purposes of job seniority in the event of layoff, job bidding, and vacation pay/leave.

- (d) Monetary Settlement: In settlement of all claims for back pay and interest, Oldcastle agrees to distribute \$395,000 (\$355,500 in back pay and \$39,500 in interest), less legal deductions required by law from back pay only (such as, but not limited to, federal, state and/or local taxes and the Eligible Hiring Class Members' share of FICA taxes), in equal shares among all Eligible Hiring Class Members on the final approved list. Oldcastle will pay to the Internal Revenue Service ("IRS") the employer's share of social security withholdings, and shall mail to each Eligible

Hiring Class Member an IRS W-2 Form representing that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be mailed to the Eligible Hiring Class Members either with the settlement checks or by the deadline imposed by applicable law. No disbursements of the monetary settlement covered by this Agreement are to be made prior to 45 calendar days following the effective date of this Agreement. Oldcastle will disburse the monetary settlement within 30 days after OFCCP approves and provides Oldcastle with a copy of the final list of Eligible Class Members.

Documentation: Within 30 days of making the payments set forth in Paragraph (d) above, Oldcastle shall provide OFCCP, via email sent to (b) (7)(C), (b) (7)(E) (b) (7)(C), (b) (7)(E)@dol.gov, with bank verification of payments made to Eligible Hiring Class Members.

Within seven (7) days of Oldcastle's receipt of a check to an Eligible Hiring Class Member returned as undeliverable, Oldcastle shall notify OFCCP of this fact via e-mail to (b) (7)(C), (b) (7)(E) at (b) (7)(C), (b) (7)(E)@dol.gov. OFCCP will attempt to locate the Eligible Hiring Class Member and if OFCCP obtains an alternate address, Oldcastle will re-mail the check within 10 days of receiving an alternate or corrected address from OFCCP. Any check that remains uncashed within 120 days after the initial date the check was mailed to the Eligible Hiring Class Member shall be void. With respect to the uncashed funds, Oldcastle shall make a second distribution to all Eligible Hiring Class Members who cashed their first check if the amount of the uncashed funds would result in a payment of \$30.00 or more to each of the located Eligible Hiring Class Members. If the total amount of uncashed funds would result in a payment of less than \$30.00 to each located Eligible Hiring Class Member, Oldcastle shall use those uncashed funds to provide training in equal employment opportunity to its employees in addition to training it is obligated to provide in the Revised Hiring Process described in paragraph (a) above.

3. VIOLATION: OFCCP found that during the period of January 21, 2013 through January 20, 2015, there were 87 female applicants or hires into the 7A Drivers Job Group. Accordingly, OFCCP alleges that Oldcastle did not take affirmative action in the recruitment of qualified females or ensure that applicants are employed without regard to their sex in the 7A Drivers Job Group as required by 41 § C.F.R. 60-2.17(b) and (c).

REMEDY: Oldcastle will establish and implement procedures to take affirmative action in the recruitment of females into the 7A Drivers Job Group and will ensure nondiscrimination on the basis of sex in the hiring and selection process.

4. VIOLATION: OFCCP found that Oldcastle failed to maintain and have available for inspection all personnel and employment records for 8A Loaders/Unloaders Job Group applicants in accordance with the requirements at 41 C.F.R § 60-1.12 and 41 C.F.R. Part 60-3. Specifically, during the period of January 21, 2013 through January 20, 2015,

Oldcastle allegedly failed to preserve and make available to OFCCP complete and accurate employment records, including documentation of all applicants who expressed an interest in working for the company, applications, interview notes, offers made during the review period, and results of pre-employment tests or screenings.

REMEDY: Oldcastle will ensure that all personnel and employment records are collected and maintained in accordance with the requirements of 41 C.F.R. § 60-1.12 and 41 C.F.R. Part 60-3, and if used by Oldcastle, records relating to temporary employees referred by a staffing firm or employment agency.

5. VIOLATION: OFCCP found that in its 2014 AAP, Oldcastle did not include the wage rate or salary range for each job title in its workforce analysis in its 2014 AAP, in accordance with the regulations at 41 C.F.R. § 2.11(c)(4).

REMEDY: Oldcastle will ensure that it includes wage or salary range information for each job title in its workforce analysis, as is required by 41 C.F.R. § 60-2.11(c), and will provide it to OFCCP upon request.

6. VIOLATION: OFCCP found that Oldcastle failed to conduct an acceptable job group analysis by not properly combining job titles with similar content, wage rates, and opportunities to form job groups, as required by 41 C.F.R. § 60-2.12.

REMEDY: Oldcastle will continue to ensure that it conducts an acceptable job group analysis, as required by 41 C.F.R. § 60-2.12, and provide it to OFCCP upon request.

7. VIOLATION: OFCCP found that Oldcastle failed to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist in accordance with the requirements at 41 C.F.R. § 60-2.17(b) and 41 C.F.R. § 60-3.4C.

Oldcastle's adverse impact analyses showed adverse impact in the 8A Loaders/Unloaders Job Group; however, Oldcastle did not evaluate the individual components of the selection process for adverse impact, in accordance with the requirements of 41 C.F.R. § 60-3.4C. Additionally, in its 2014 Affirmative Action Program, Oldcastle did not address the adverse impact identified in its selection of applicants in the 8A Loaders/Unloaders Job Group. Oldcastle also allegedly failed to develop and execute action-oriented programs to correct the problem areas identified in its adverse impact analyses and to attain established goals and objectives or to make other good faith efforts to expand opportunities, in accordance with the requirements of 41 C.F.R. § 60-2.17(c).

REMEDY: Oldcastle will ensure that it performs in-depth analyses of its employment processes to determine whether and where impediments to equal employment opportunity exist in accordance with the requirements of 41 C.F.R. § 60-2.17(b) and 41 C.F.R. § 60-3.4C. Should problem areas be identified, Oldcastle must ensure that it develops and executes action-oriented programs to correct the problem areas identified in accordance with the requirements of 41 C.F.R. § 60-2.17(c).

Part IV. REPORTS REQUIRED

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

Denver District Director
U.S. Department of Labor/OFCCP
Cesar E. Chavez Memorial Building
1244 Speer Blvd., Suite 540
Denver, CO 80204

1. Pursuant to paragraph (a) of Remedy 1 and 2, within 60 calendar days of the effective date of this Agreement Oldcastle will submit to OFCCP a copy of the written Revised Hiring Process.
2. Pursuant to paragraph (a) of Remedy 1 and 2, with the first progress report below, Oldcastle will provide OFCCP with documentation that all managers, supervisors and other personnel involved in the Revised Hiring Process for 8A Loader/Unloader positions have been trained in the recruitment and selection procedures to be used in 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. Oldcastle will also provide OFCCP with all documents and information referenced in paragraphs (b) through (d) of Remedy 1 and 2 within the prescribed timeframes.

In addition to the above reports, Oldcastle will submit two 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. The subsequent report shall cover the successive six-month period, and shall be submitted 30 calendar days after the close of that six-month period. Additional reporting may be required by OFCCP if all terms of the CA have not been fulfilled in these two semi-annual progress reports.

Pursuant to Violation 1 and 2, Oldcastle will submit the following information in each progress report as provided in the Remedy section for Violation 1 and 2:

1. Documentation of monetary payments to all Eligible Hiring Class Members as specified in paragraphs (b) through (d) of the Remedy for Violation 1 and 2. The documentation shall include the names of Eligible Hiring Class Members who were paid, their race/ethnicity and gender, and for each Eligible Hiring Class Member, the number and the amount of the check and, if requested by OFCCP, the date the check cleared the bank. Oldcastle agrees to provide OFCCP with copies of all canceled checks upon request.
2. Documentation of specific hiring activity for Eligible Hiring Class Members who were hired into 8A Loader/Unloader positions in accordance with this Agreement, including

name, race/ethnicity and gender, date of hire, job title hired into, rate of pay and proof of retroactive seniority.

3. For those Eligible Hiring Class Members who were considered for employment but were not hired, Oldcastle will provide the reason for non-placement along with all relevant documentation (*e.g.*, documentation that the Eligible Hiring Class Member declined a job offer).

Oldcastle will continue submitting the above information in progress reports until OFCCP determines that the back pay and hiring obligations have been fully implemented. If complete documentation is provided in one progress report, it need not be resubmitted in a subsequent progress report.

Pursuant to Violations 1 through 7, Oldcastle will submit the following in each progress report:

1. The total number of job seekers, applicants and hires for each job title within the 8A Loader/Unloader and 7A Drivers job groups, or similar job groups, during the reporting period, and if used by Oldcastle, all temporary, part time, and seasonal workers who were referred to and/or assigned to work at Oldcastle by a staffing firm or employment agency;
2. For each job title within the 8A Loader/Unloader and 7A Drivers job groups, the breakdown by applicable race/ethnicity and gender of applicants and hires, and if used by Oldcastle, all temporary, part time, and seasonal workers who were referred to and/or assigned to work at Oldcastle by a staffing firm or employment agency;
3. For 8A Loader/Unloader selections, the results of Oldcastle's analysis as to whether its total selection process has adverse impact, as defined in 41 C.F.R. § 60-3.4D, on those members of groups set forth in 41 C.F.R. § 60-3.4 B;*
4. For each case where the total selection process has an adverse impact, as defined in 41 C.F.R. § 60-3.4D, the results of Oldcastle's evaluation of the individual components of the selection process for adverse impact; and
5. The actions taken by Oldcastle upon determining that any component of the selection process has an adverse impact on members of groups set forth in subparagraph 2, above.

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

Oldcastle 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.

Oldcastle agrees not to repeat the above alleged violations.

This Conciliation Agreement will expire 60 calendar days after Oldcastle submits the final progress report or on the date the District Director gives notice to Oldcastle that it has satisfied its reporting requirements, whichever occurs earlier, unless OFCCP notifies Oldcastle in writing prior to the expiration of the 60-day period that Oldcastle has not satisfied its reporting requirements pursuant to this Agreement.

Part V. SIGNATURES

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

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

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

WILLIAM KUSTERS
Regional President
Oldcastle BuildingEnvelope, Inc.

MELISSA L. SPEER
Regional Director
Southwest and Rocky Mountain Region, OFCCP

Date: November, 08 2018

Date: 11-19-2018

**ATTACHMENT 1A
AFFECTED HIRING RACE CLASS MEMBERS**

Count	Full Name	Race
1	(b) (6), (b) (7)	(C)
2	(b) (6), (b) (7)	(C)
3	(b) (6), (b) (7)	(C)
4	(b) (6), (b) (7)	(C)
5	(b) (6), (b) (7)	(C)
6	(b) (6), (b) (7)	(C)
7	(b) (6), (b) (7)	(C)
8	(b) (6), (b) (7)	(C)
9	(b) (6), (b) (7)	(C)
10	(b) (6), (b) (7)	(C)
11	(b) (6), (b) (7)	(C)
12	(b) (6), (b) (7)	(C)
13	(b) (6), (b) (7)	(C)
14	(b) (6), (b) (7)	(C)
15	(b) (6), (b) (7)	(C)
16	(b) (6), (b) (7)	(C)
17	(b) (6), (b) (7)	(C)
18	(b) (6), (b) (7)	(C)
19	(b) (6), (b) (7)	(C)
20	(b) (6), (b) (7)	(C)
21	(b) (6), (b) (7)	(C)
22	(b) (6), (b) (7)	(C)
23	(b) (6), (b) (7)	(C)
24	(b) (6), (b) (7)	(C)
25	(b) (6), (b) (7)	(C)
26	(b) (6), (b) (7)	(C)
27	(b) (6), (b) (7)	(C)
28	(b) (6), (b) (7)	(C)
29	(b) (6), (b) (7)	(C)
30	(b) (6), (b) (7)	(C)
31	(b) (6), (b) (7)	(C)
32	(b) (6), (b) (7)	(C)
33	(b) (6), (b) (7)	(C)
34	(b) (6), (b) (7)	(C)
35	(b) (6), (b) (7)	(C)
36	(b) (6), (b) (7)	(C)

37	(b)	(6),	(b)	(7)	(C)
38					
39	(b)	(6),	(b)	(7)	(C)
40					
41	(b)	(6),	(b)	(7)	(C)
42					
43	(b)	(6),	(b)	(7)	(C)
44					
45	(b)	(6),	(b)	(7)	(C)
46					
47	(b)	(6),	(b)	(7)	(C)
48					
49	(b)	(6),	(b)	(7)	(C)
50					
51	(b)	(6),	(b)	(7)	(C)
52					
53	(b)	(6),	(b)	(7)	(C)
54					
55	(b)	(6),	(b)	(7)	(C)
56					
57	(b)	(6),	(b)	(7)	(C)
58					
59	(b)	(6),	(b)	(7)	(C)
60					
61	(b)	(6),	(b)	(7)	(C)
62					
63	(b)	(6),	(b)	(7)	(C)
64					
65	(b)	(6),	(b)	(7)	(C)
66					
67	(b)	(6),	(b)	(7)	(C)
68					
69	(b)	(6),	(b)	(7)	(C)
70					
71	(b)	(6),	(b)	(7)	(C)
72					
73	(b)	(6),	(b)	(7)	(C)
74					
75					

76	(b)	(6),	(b)	(7)	(C)
77	(b)	(6),	(b)	(7)	(C)
78	(b)	(6),	(b)	(7)	(C)
79	(b)	(6),	(b)	(7)	(C)
80	(b)	(6),	(b)	(7)	(C)
81	(b)	(6),	(b)	(7)	(C)
82	(b)	(6),	(b)	(7)	(C)
83	(b)	(6),	(b)	(7)	(C)
84	(b)	(6),	(b)	(7)	(C)
85	(b)	(6),	(b)	(7)	(C)
86	(b)	(6),	(b)	(7)	(C)
87	(b)	(6),	(b)	(7)	(C)
88	(b)	(6),	(b)	(7)	(C)
89	(b)	(6),	(b)	(7)	(C)
90	(b)	(6),	(b)	(7)	(C)
91	(b)	(6),	(b)	(7)	(C)
92	(b)	(6),	(b)	(7)	(C)
93	(b)	(6),	(b)	(7)	(C)
94	(b)	(6),	(b)	(7)	(C)
95	(b)	(6),	(b)	(7)	(C)
96	(b)	(6),	(b)	(7)	(C)
97	(b)	(6),	(b)	(7)	(C)
98	(b)	(6),	(b)	(7)	(C)
99	(b)	(6),	(b)	(7)	(C)
100	(b)	(6),	(b)	(7)	(C)
101	(b)	(6),	(b)	(7)	(C)
102	(b)	(6),	(b)	(7)	(C)
103	(b)	(6),	(b)	(7)	(C)
104	(b)	(6),	(b)	(7)	(C)
105	(b)	(6),	(b)	(7)	(C)
106	(b)	(6),	(b)	(7)	(C)
107	(b)	(6),	(b)	(7)	(C)
108	(b)	(6),	(b)	(7)	(C)
109	(b)	(6),	(b)	(7)	(C)
110	(b)	(6),	(b)	(7)	(C)
111	(b)	(6),	(b)	(7)	(C)
112	(b)	(6),	(b)	(7)	(C)
113	(b)	(6),	(b)	(7)	(C)
114	(b)	(6),	(b)	(7)	(C)

115	(b)	(6),	(b)	(7)	(C)
116	(b)	(6),	(b)	(7)	(C)
117	(b)	(6),	(b)	(7)	(C)
118	(b)	(6),	(b)	(7)	(C)
119	(b)	(6),	(b)	(7)	(C)
120	(b)	(6),	(b)	(7)	(C)
121	(b)	(6),	(b)	(7)	(C)
122	(b)	(6),	(b)	(7)	(C)
123	(b)	(6),	(b)	(7)	(C)
124	(b)	(6),	(b)	(7)	(C)
125	(b)	(6),	(b)	(7)	(C)
126	(b)	(6),	(b)	(7)	(C)
127	(b)	(6),	(b)	(7)	(C)
128	(b)	(6),	(b)	(7)	(C)
129	(b)	(6),	(b)	(7)	(C)
130	(b)	(6),	(b)	(7)	(C)
131	(b)	(6),	(b)	(7)	(C)
132	(b)	(6),	(b)	(7)	(C)
133	(b)	(6),	(b)	(7)	(C)
134	(b)	(6),	(b)	(7)	(C)
135	(b)	(6),	(b)	(7)	(C)
136	(b)	(6),	(b)	(7)	(C)
137	(b)	(6),	(b)	(7)	(C)
138	(b)	(6),	(b)	(7)	(C)
139	(b)	(6),	(b)	(7)	(C)
140	(b)	(6),	(b)	(7)	(C)
141	(b)	(6),	(b)	(7)	(C)
142	(b)	(6),	(b)	(7)	(C)
143	(b)	(6),	(b)	(7)	(C)
144	(b)	(6),	(b)	(7)	(C)
145	(b)	(6),	(b)	(7)	(C)
146	(b)	(6),	(b)	(7)	(C)
147	(b)	(6),	(b)	(7)	(C)
148	(b)	(6),	(b)	(7)	(C)
149	(b)	(6),	(b)	(7)	(C)
150	(b)	(6),	(b)	(7)	(C)
151	(b)	(6),	(b)	(7)	(C)
152	(b)	(6),	(b)	(7)	(C)
153	(b)	(6),	(b)	(7)	(C)

154	(b)	(6),	(b)	(7)	(C)
155	(b)	(6),	(b)	(7)	(C)
156	(b)	(6),	(b)	(7)	(C)
157	(b)	(6),	(b)	(7)	(C)
158	(b)	(6),	(b)	(7)	(C)
159	(b)	(6),	(b)	(7)	(C)
160	(b)	(6),	(b)	(7)	(C)
161	(b)	(6),	(b)	(7)	(C)
162	(b)	(6),	(b)	(7)	(C)
163	(b)	(6),	(b)	(7)	(C)
164	(b)	(6),	(b)	(7)	(C)
165	(b)	(6),	(b)	(7)	(C)
166	(b)	(6),	(b)	(7)	(C)
167	(b)	(6),	(b)	(7)	(C)
168	(b)	(6),	(b)	(7)	(C)
169	(b)	(6),	(b)	(7)	(C)
170	(b)	(6),	(b)	(7)	(C)
171	(b)	(6),	(b)	(7)	(C)
172	(b)	(6),	(b)	(7)	(C)
173	(b)	(6),	(b)	(7)	(C)
174	(b)	(6),	(b)	(7)	(C)
175	(b)	(6),	(b)	(7)	(C)
176	(b)	(6),	(b)	(7)	(C)
177	(b)	(6),	(b)	(7)	(C)
178	(b)	(6),	(b)	(7)	(C)
179	(b)	(6),	(b)	(7)	(C)
180	(b)	(6),	(b)	(7)	(C)
181	(b)	(6),	(b)	(7)	(C)
182	(b)	(6),	(b)	(7)	(C)
183	(b)	(6),	(b)	(7)	(C)
184	(b)	(6),	(b)	(7)	(C)
185	(b)	(6),	(b)	(7)	(C)
186	(b)	(6),	(b)	(7)	(C)
187	(b)	(6),	(b)	(7)	(C)
188	(b)	(6),	(b)	(7)	(C)
189	(b)	(6),	(b)	(7)	(C)
190	(b)	(6),	(b)	(7)	(C)
191	(b)	(6),	(b)	(7)	(C)
192	(b)	(6),	(b)	(7)	(C)

193	(b)	(6),	(b)	(7)	(C)
194	(b)	(6),	(b)	(7)	(C)
195	(b)	(6),	(b)	(7)	(C)
196	(b)	(6),	(b)	(7)	(C)
197	(b)	(6),	(b)	(7)	(C)
198	(b)	(6),	(b)	(7)	(C)
199	(b)	(6),	(b)	(7)	(C)
200	(b)	(6),	(b)	(7)	(C)
201	(b)	(6),	(b)	(7)	(C)
202	(b)	(6),	(b)	(7)	(C)
203	(b)	(6),	(b)	(7)	(C)
204	(b)	(6),	(b)	(7)	(C)
205	(b)	(6),	(b)	(7)	(C)
206	(b)	(6),	(b)	(7)	(C)
207	(b)	(6),	(b)	(7)	(C)
208	(b)	(6),	(b)	(7)	(C)
209	(b)	(6),	(b)	(7)	(C)
210	(b)	(6),	(b)	(7)	(C)
211	(b)	(6),	(b)	(7)	(C)
212	(b)	(6),	(b)	(7)	(C)
213	(b)	(6),	(b)	(7)	(C)
214	(b)	(6),	(b)	(7)	(C)
215	(b)	(6),	(b)	(7)	(C)
216	(b)	(6),	(b)	(7)	(C)
217	(b)	(6),	(b)	(7)	(C)
218	(b)	(6),	(b)	(7)	(C)
219	(b)	(6),	(b)	(7)	(C)
220	(b)	(6),	(b)	(7)	(C)
221	(b)	(6),	(b)	(7)	(C)
222	(b)	(6),	(b)	(7)	(C)
223	(b)	(6),	(b)	(7)	(C)
224	(b)	(6),	(b)	(7)	(C)
225	(b)	(6),	(b)	(7)	(C)
226	(b)	(6),	(b)	(7)	(C)
227	(b)	(6),	(b)	(7)	(C)
228	(b)	(6),	(b)	(7)	(C)
229	(b)	(6),	(b)	(7)	(C)
230	(b)	(6),	(b)	(7)	(C)
231	(b)	(6),	(b)	(7)	(C)

232	(b)	(6),	(b)	(7)	(C)
233	(b)	(6),	(b)	(7)	(C)
234	(b)	(6),	(b)	(7)	(C)
235	(b)	(6),	(b)	(7)	(C)
236	(b)	(6),	(b)	(7)	(C)
237	(b)	(6),	(b)	(7)	(C)
238	(b)	(6),	(b)	(7)	(C)
239	(b)	(6),	(b)	(7)	(C)
240	(b)	(6),	(b)	(7)	(C)
241	(b)	(6),	(b)	(7)	(C)
242	(b)	(6),	(b)	(7)	(C)
243	(b)	(6),	(b)	(7)	(C)
244	(b)	(6),	(b)	(7)	(C)
245	(b)	(6),	(b)	(7)	(C)
246	(b)	(6),	(b)	(7)	(C)
247	(b)	(6),	(b)	(7)	(C)
248	(b)	(6),	(b)	(7)	(C)
249	(b)	(6),	(b)	(7)	(C)
250	(b)	(6),	(b)	(7)	(C)
251	(b)	(6),	(b)	(7)	(C)
252	(b)	(6),	(b)	(7)	(C)
253	(b)	(6),	(b)	(7)	(C)
254	(b)	(6),	(b)	(7)	(C)
255	(b)	(6),	(b)	(7)	(C)
256	(b)	(6),	(b)	(7)	(C)
257	(b)	(6),	(b)	(7)	(C)
258	(b)	(6),	(b)	(7)	(C)
259	(b)	(6),	(b)	(7)	(C)
260	(b)	(6),	(b)	(7)	(C)
261	(b)	(6),	(b)	(7)	(C)
262	(b)	(6),	(b)	(7)	(C)
263	(b)	(6),	(b)	(7)	(C)
264	(b)	(6),	(b)	(7)	(C)
265	(b)	(6),	(b)	(7)	(C)
266	(b)	(6),	(b)	(7)	(C)
267	(b)	(6),	(b)	(7)	(C)
268	(b)	(6),	(b)	(7)	(C)
269	(b)	(6),	(b)	(7)	(C)
270	(b)	(6),	(b)	(7)	(C)

271	(b)	(6),	(b)	(7)	(C)
272	(b)	(6),	(b)	(7)	(C)
273	(b)	(6),	(b)	(7)	(C)
274	(b)	(6),	(b)	(7)	(C)
275	(b)	(6),	(b)	(7)	(C)
276	(b)	(6),	(b)	(7)	(C)
277	(b)	(6),	(b)	(7)	(C)
278	(b)	(6),	(b)	(7)	(C)
279	(b)	(6),	(b)	(7)	(C)
280	(b)	(6),	(b)	(7)	(C)
281	(b)	(6),	(b)	(7)	(C)
282	(b)	(6),	(b)	(7)	(C)
283	(b)	(6),	(b)	(7)	(C)
284	(b)	(6),	(b)	(7)	(C)
285	(b)	(6),	(b)	(7)	(C)
286	(b)	(6),	(b)	(7)	(C)
287	(b)	(6),	(b)	(7)	(C)
288	(b)	(6),	(b)	(7)	(C)
289	(b)	(6),	(b)	(7)	(C)
290	(b)	(6),	(b)	(7)	(C)
291	(b)	(6),	(b)	(7)	(C)
292	(b)	(6),	(b)	(7)	(C)
293	(b)	(6),	(b)	(7)	(C)
294	(b)	(6),	(b)	(7)	(C)
295	(b)	(6),	(b)	(7)	(C)
296	(b)	(6),	(b)	(7)	(C)
297	(b)	(6),	(b)	(7)	(C)
298	(b)	(6),	(b)	(7)	(C)
299	(b)	(6),	(b)	(7)	(C)
300	(b)	(6),	(b)	(7)	(C)
301	(b)	(6),	(b)	(7)	(C)
302	(b)	(6),	(b)	(7)	(C)
303	(b)	(6),	(b)	(7)	(C)
304	(b)	(6),	(b)	(7)	(C)
305	(b)	(6),	(b)	(7)	(C)
306	(b)	(6),	(b)	(7)	(C)
307	(b)	(6),	(b)	(7)	(C)
308	(b)	(6),	(b)	(7)	(C)
309	(b)	(6),	(b)	(7)	(C)

310	(b)	(6),	(b)	(7)	(C)
311	(b)	(6),	(b)	(7)	(C)
312	(b)	(6),	(b)	(7)	(C)
313	(b)	(6),	(b)	(7)	(C)
314	(b)	(6),	(b)	(7)	(C)
315	(b)	(6),	(b)	(7)	(C)
316	(b)	(6),	(b)	(7)	(C)
317	(b)	(6),	(b)	(7)	(C)
318	(b)	(6),	(b)	(7)	(C)
319	(b)	(6),	(b)	(7)	(C)
320	(b)	(6),	(b)	(7)	(C)
321	(b)	(6),	(b)	(7)	(C)
322	(b)	(6),	(b)	(7)	(C)
323	(b)	(6),	(b)	(7)	(C)
324	(b)	(6),	(b)	(7)	(C)
325	(b)	(6),	(b)	(7)	(C)
326	(b)	(6),	(b)	(7)	(C)
327	(b)	(6),	(b)	(7)	(C)
328	(b)	(6),	(b)	(7)	(C)
329	(b)	(6),	(b)	(7)	(C)
330	(b)	(6),	(b)	(7)	(C)
331	(b)	(6),	(b)	(7)	(C)
332	(b)	(6),	(b)	(7)	(C)
333	(b)	(6),	(b)	(7)	(C)
334	(b)	(6),	(b)	(7)	(C)
335	(b)	(6),	(b)	(7)	(C)
336	(b)	(6),	(b)	(7)	(C)
337	(b)	(6),	(b)	(7)	(C)
338	(b)	(6),	(b)	(7)	(C)
339	(b)	(6),	(b)	(7)	(C)
340	(b)	(6),	(b)	(7)	(C)
341	(b)	(6),	(b)	(7)	(C)
342	(b)	(6),	(b)	(7)	(C)
343	(b)	(6),	(b)	(7)	(C)
344	(b)	(6),	(b)	(7)	(C)
345	(b)	(6),	(b)	(7)	(C)
346	(b)	(6),	(b)	(7)	(C)
347	(b)	(6),	(b)	(7)	(C)
348	(b)	(6),	(b)	(7)	(C)

349	(b)	(6),	(b)	(7)	(C)
350	(b)	(6),	(b)	(7)	(C)
351	(b)	(6),	(b)	(7)	(C)
352	(b)	(6),	(b)	(7)	(C)
353	(b)	(6),	(b)	(7)	(C)
354	(b)	(6),	(b)	(7)	(C)
355	(b)	(6),	(b)	(7)	(C)
356	(b)	(6),	(b)	(7)	(C)
357	(b)	(6),	(b)	(7)	(C)
358	(b)	(6),	(b)	(7)	(C)
359	(b)	(6),	(b)	(7)	(C)
360	(b)	(6),	(b)	(7)	(C)
361	(b)	(6),	(b)	(7)	(C)
362	(b)	(6),	(b)	(7)	(C)
363	(b)	(6),	(b)	(7)	(C)
364	(b)	(6),	(b)	(7)	(C)
365	(b)	(6),	(b)	(7)	(C)
366	(b)	(6),	(b)	(7)	(C)
367	(b)	(6),	(b)	(7)	(C)
368	(b)	(6),	(b)	(7)	(C)
369	(b)	(6),	(b)	(7)	(C)
370	(b)	(6),	(b)	(7)	(C)
371	(b)	(6),	(b)	(7)	(C)
372	(b)	(6),	(b)	(7)	(C)
373	(b)	(6),	(b)	(7)	(C)
374	(b)	(6),	(b)	(7)	(C)
375	(b)	(6),	(b)	(7)	(C)
376	(b)	(6),	(b)	(7)	(C)
377	(b)	(6),	(b)	(7)	(C)
378	(b)	(6),	(b)	(7)	(C)
379	(b)	(6),	(b)	(7)	(C)
380	(b)	(6),	(b)	(7)	(C)
381	(b)	(6),	(b)	(7)	(C)
382	(b)	(6),	(b)	(7)	(C)
383	(b)	(6),	(b)	(7)	(C)
384	(b)	(6),	(b)	(7)	(C)
385	(b)	(6),	(b)	(7)	(C)
386	(b)	(6),	(b)	(7)	(C)
387	(b)	(6),	(b)	(7)	(C)

388	(b)	(6),	(b)	(7)	(C)
389					
390	(b)	(6),	(b)	(7)	(C)
391					
392	(b)	(6),	(b)	(7)	(C)
393					
394	(b)	(6),	(b)	(7)	(C)
395					
396	(b)	(6),	(b)	(7)	(C)
397					
398	(b)	(6),	(b)	(7)	(C)
399					
400	(b)	(6),	(b)	(7)	(C)
401					
402	(b)	(6),	(b)	(7)	(C)
403					
404	(b)	(6),	(b)	(7)	(C)
405					
406	(b)	(6),	(b)	(7)	(C)
407					
408	(b)	(6),	(b)	(7)	(C)
409					
410	(b)	(6),	(b)	(7)	(C)
411					
412	(b)	(6),	(b)	(7)	(C)
413					
414	(b)	(6),	(b)	(7)	(C)
415					
416	(b)	(6),	(b)	(7)	(C)
417					
418	(b)	(6),	(b)	(7)	(C)
419					
420	(b)	(6),	(b)	(7)	(C)
421					
422	(b)	(6),	(b)	(7)	(C)
423					
424	(b)	(6),	(b)	(7)	(C)
425					
426					

427	(b)	(6),	(b)	(7)	(C)
428	(b)	(6),	(b)	(7)	(C)
429	(b)	(6),	(b)	(7)	(C)
430	(b)	(6),	(b)	(7)	(C)
431	(b)	(6),	(b)	(7)	(C)
432	(b)	(6),	(b)	(7)	(C)
433	(b)	(6),	(b)	(7)	(C)
434	(b)	(6),	(b)	(7)	(C)
435	(b)	(6),	(b)	(7)	(C)
436	(b)	(6),	(b)	(7)	(C)
437	(b)	(6),	(b)	(7)	(C)
438	(b)	(6),	(b)	(7)	(C)
439	(b)	(6),	(b)	(7)	(C)
440	(b)	(6),	(b)	(7)	(C)
441	(b)	(6),	(b)	(7)	(C)
442	(b)	(6),	(b)	(7)	(C)
443	(b)	(6),	(b)	(7)	(C)
444	(b)	(6),	(b)	(7)	(C)
445	(b)	(6),	(b)	(7)	(C)
446	(b)	(6),	(b)	(7)	(C)
447	(b)	(6),	(b)	(7)	(C)
448	(b)	(6),	(b)	(7)	(C)
449	(b)	(6),	(b)	(7)	(C)
450	(b)	(6),	(b)	(7)	(C)
451	(b)	(6),	(b)	(7)	(C)
452	(b)	(6),	(b)	(7)	(C)
453	(b)	(6),	(b)	(7)	(C)
454	(b)	(6),	(b)	(7)	(C)
455	(b)	(6),	(b)	(7)	(C)
456	(b)	(6),	(b)	(7)	(C)
457	(b)	(6),	(b)	(7)	(C)
458	(b)	(6),	(b)	(7)	(C)
459	(b)	(6),	(b)	(7)	(C)
460	(b)	(6),	(b)	(7)	(C)
461	(b)	(6),	(b)	(7)	(C)
462	(b)	(6),	(b)	(7)	(C)
463	(b)	(6),	(b)	(7)	(C)
464	(b)	(6),	(b)	(7)	(C)
465	(b)	(6),	(b)	(7)	(C)

466	(b)	(6),	(b)	(7)	(C)
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491	(b)	(6),	(b)	(7)	(C)
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493	(b)	(6),	(b)	(7)	(C)
494	(b)	(6),	(b)	(7)	(C)
495	(b)	(6),	(b)	(7)	(C)
496	(b)	(6),	(b)	(7)	(C)
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499	(b)	(6),	(b)	(7)	(C)
500	(b)	(6),	(b)	(7)	(C)
501	(b)	(6),	(b)	(7)	(C)
502	(b)	(6),	(b)	(7)	(C)
503	(b)	(6),	(b)	(7)	(C)
504	(b)	(6),	(b)	(7)	(C)

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**ATTACHMENT 1B
AFFECTED HIRING GENDER CLASS MEMBERS**

Count	Full Name	Gender
1	(b) (6), (b) (7)(C)	
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You may be eligible to get money and a job because of a legal settlement between Oldcastle 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 Oldcastle BuildingEnvelope, Inc. (hereinafter “Oldcastle”) that may benefit you. This settlement involves allegations of discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and/or a job with Oldcastle located at 11205 E. 37th Ave., Denver, CO 80239 (“the Oldcastle Denver facility”).

ARE YOU AFFECTED?

If you are a female, white or black applicant who applied and was not hired for a Loader/Unloader position at Oldcastle between January 21, 2013 and January 20, 2015, you are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor’s Office of Federal Contract Compliance Programs (“OFCCP”) conducted a compliance review of Oldcastle’s hiring practices at the Denver facility for the period of January 21, 2013 through January 20, 2015. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. At the conclusion of its investigation, OFCCP issued a Notice of Violations alleging that Oldcastle discriminated against white, black and female applicants who applied for Loader/Unloader positions at the Denver facility during the period from January 21, 2013 to January 20, 2015.

Oldcastle denies these allegations and there have not been any findings by a court that Oldcastle violated any laws or discriminated against you. However, although Oldcastle disagrees with OFCCP’s alleged findings, OFCCP and Oldcastle have agreed to resolve the issue through a Conciliation Agreement without resorting to further legal proceedings. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle an alleged violation.

As a result of OFCCP’s and Oldcastle’s agreement, Oldcastle will pay money to certain rejected applicants who applied for Loader/Unloader jobs at the Denver facility during the relevant time frame. As relevant positions become available, Oldcastle will also offer jobs to some of these rejected applicants.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for a Loader/Unloader 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 monetary payment of at least \$XXX** (before taxes). This payment represents an equal share of back wages and interest that Oldcastle is making to settle the alleged violation. The final amount you will receive will be reduced by deductions required by law, such as federal, state, and/or local taxes, normal payroll deductions, and Social Security contributions. It may take up to 180 calendar days from the date of this Notice before you receive any monetary payment.
- (2) As relevant jobs become available, Oldcastle will be making job offers for Loader/Unloader positions to some of the individuals receiving this Notice. It is not guaranteed that you will receive a job offer. If you are interested in a job with Oldcastle, please express your interest on the enclosed Claim Form. Those receiving this Notice who are deemed eligible for a job offer will be considered for Loader/Unloader positions as they become available after the claims process is complete. Job offers will be made in the order that Oldcastle receives the Claim forms and Releases expressing an interest in employment, so you are encouraged to return these forms as soon as possible. In order to receive a job with Oldcastle you must complete an updated application with Oldcastle and meet qualifications that were required, between January 21, 2013 and January 20, 2015, for the position applied for.
- (3) To receive the monetary payment and/or to be considered for a job offer, you will need to release (give up) certain legal claims. A copy of the Release for you to sign is included with this Notice.

WHAT IS YOUR NEXT STEP?

You should read this Notice, the Claim Form, and the Release carefully, and any other information you received from the Department of Labor or Oldcastle regarding this settlement. Please do not ignore these documents or throw them away.

It is very important that you fill out and return the Claim Form and Release by the deadline. Otherwise, you will miss out on getting money or an opportunity for a job.

To be eligible for a settlement payment and a possible job offer, you must complete, sign, and return the enclosed Claim Form and Release no later than **[insert actual date]**. There are instructions on the Claim Form about how to mail them in.

The Claim Form and Release must be postmarked or hand-delivered by [insert actual date].

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

You must follow all of the instructions in this Notice and return all of the documents by the deadline of [insert actual date] to receive any money or any other relief provided by the settlement. If you fail to return all of the 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 relief made available to you through the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact Compliance Officer **(b) (7)(C), (b) (7)(E)** at **(b) (7)(C), (b) (7)(E)** [@dol.gov](mailto:(b) (7)(C), (b) (7)(E)@dol.gov). You can also visit the U.S. Department of Labor website about this case at <http://www.dol.gov/ofccp/CML/index.htm>.

Claim Form

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

**INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR
MONEY (BACK WAGES) AND/OR A JOB OFFER FROM THE SETTLEMENT
BETWEEN OFCCP AND OLDCASTLE BUILDINGENVELOPE, INC.**

DEADLINE TO RESPOND IS XX DAY, XX MONTH, XXXX YEAR

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

To receive any monetary payment or to be considered for an available job under the terms of this settlement, you must complete and return this Claim Form and enclosed Release postmarked or hand-delivered on or before [insert Deadline above], to

[Name and Address]

If you do not submit a properly and fully completed Claim Form and Release on or before [insert Deadline above], then your claim will not be timely and **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 Claims Form and Release.

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 to process your payment, and**
- (2) To allow you to express interest in the jobs being offered as a result of the settlement.**

Step 1: Please confirm the following contact information to process your payment

(print legibly).

Name: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

Address: _____

Please provide your social security number ____ _

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

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

Female Male

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

Caucasian African American/Black Hispanic
 Asian/Pacific Islander American Indian/Alaska Native

It is very important that you notify us if your address or other contact information changes – it is your responsibility to notify Oldcastle of any changes in your address or other contact information. You can also contact us if you have any questions about this Claim Form, the Release, or the settlement. Our contact information is:

**Name
Address
Phone
Email/website link**

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

- Yes, I am still interested in a Loader/Unloader position with Oldcastle located at 11205 E. 37th Ave., Denver, Colorado. I understand that to be eligible for a job I must meet all of the job qualifications including: (1) be eligible for rehire with Oldcastle; (2) complete an updated employment application; (3) pass a background check and drug test; (4) be eligible to work in the United States; (5) meet the qualifications, between January 21, 2013 and January 20, 2015, of the open position; and (6) agree

to accept work hours and overtime, wage rates, and shift requirements according to Oldcastle's needs and assignments.

- No, I am not interested in a Loader/Unloader position with Oldcastle located at 11205 E. 37th Ave., Denver, Colorado.
- I am currently employed by Oldcastle in the position of _____ at its facility in (city) _____ (state) _____.
- I was previously employed by Oldcastle between _____ [relevant dates]:

Name at time of employment: _____

Oldcastle location: _____

Dates of employment: _____

Step 3: Sign and return along with the Signed Release

I certify the above information is true and correct.

Signature

Date

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST SIGN AND RETURN THIS RELEASE TO RECEIVE MONEY AND A POTENTIAL JOB OFFER FROM THE SETTLEMENT BETWEEN OFCCP AND OLDCASTLE BUILDINGENVELOPE, INC.

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This Release states that in return for Oldcastle BuildingEnvelope, Inc. ("Oldcastle") paying you money and a potential job offer, you agree that you will not file any lawsuit against Oldcastle for allegedly violating Executive Order 11246 in connection with the hiring of female, white or black applicants for Loader/Unloader positions during the period of January 21, 2013 through January 20, 2015. It also says that Oldcastle does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the Claim Form and this Release by a certain date, you will not receive any money or a job offer.

In consideration of the payment of at least \$XXX (less deductions required by law) by Oldcastle and a potential job offer for a Loader/Unloader position at Oldcastle's facility in Denver, Colorado, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Oldcastle, 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, white and black applicants into Loader/Unloader positions at Oldcastle's facility in Denver, Colorado, during the period of January 21, 2013 through January 20, 2015.

II.

I understand that Oldcastle denies that it treated me unlawfully or unfairly in any way and that Oldcastle entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment and potential job offer described above to resolve the matter without further legal proceedings in the compliance review of Oldcastle initiated by OFCCP on January 21, 2015. I further agree that the payment and potential job by Oldcastle to me is not to be construed as an admission of any liability by Oldcastle.

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.

VI.

I understand that if I do not sign this Release and return it to Oldcastle **[or Compliance Officer (b) (7)(C), (b) (7)(E) at (b) (7)(C), (b) (7)(E) @dol.gov, for transmittal to Oldcastle][so that it is received by (DATE)]**, I will not be entitled to receive any payment (less deductions required by law) from Oldcastle or a potential job offer for a Loader/Unloader position at Oldcastle's facility in Denver, Colorado.

IN WITNESS WHEREOF, I have signed this document on this _____ day of _____, 20__.

Signature: _____

Printed Name: _____