

Conciliation Agreement
Between the
U.S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
And
G4S SECURE
SOLUTIONS
(subsequently acquired by
ALLIED UNIVERSAL)

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the G4S Secure Solutions (G4S) establishment located at 10777 Northwest Freeway, Suite 500, Houston, Texas, beginning on January 1, 2016. G4S was subsequently acquired by Allied Universal (hereinafter, collectively known as “the Company”). As a result of this acquisition, the former G4S establishment at 10777 Northwest Freeway, Suite 500, Houston, Texas was closed. The operations of this former office were transferred to three current Allied Universal locations in Houston, Texas located at 1235 N. Loop West, Houston, TX 77008; 11550 Fuqua St., Ste 150, Houston, TX 77034; and 9800 Northwest Fwy, Suite 400B, Houston, TX 77092. OFCCP found that G4S failed to comply with Executive Order 11246, as amended (E.O. 11246), and their respective implementing regulations at 41 Code of Federal Regulations (CFR) Chapter 60.

OFCCP notified the Company of the specific violations and the corrective actions required in a Notice of Violations (NOV) issued on August 19, 2022 and in a Show Cause Notice (SCN) issued on May 11, 2023.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and the Company enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

The attachments to this Agreement are deemed incorporated into this Agreement.

II. General Terms and Conditions

1. In exchange for the Company’s fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, based on the violations alleged in the NOV and SCN. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if the Company violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review the Company’s compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. The Company will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents it requests, including those specified in this Agreement.

3. Nothing in this Agreement relieves the Company of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act, as amended (Section 503), the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (VEVRAA), their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. The Company and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, and/or VEVRAA.
5. The Company agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
8. This Agreement becomes effective on the day it is signed by the Acting Regional Director of the Southwest and Rocky Mountain Region (Effective Date).
9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) days after the Company submits its final progress report required in Section VIII, below, unless OFCCP notifies Allied Universal in writing before the expiration date that Allied Universal has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that the Company has met all of its obligations under the Agreement.
11. If the Company violates this Agreement:
 - a. The procedures at 41 CFR 60-1.34 will govern:
 - i. OFCCP will send the Company a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. The Company shall have fifteen (15) days from receipt of the notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.

- iii. If the Company 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.
 - iv. In the event of a breach of this Agreement by the Company, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms agreed to in the Agreement.
- b. The Company may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, and/or other appropriate relief for violating this Agreement.
12. The Company does not admit any violation of the E.O. 11246, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
 13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
 14. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.
 15. Each party shall bear its own fees and expenses with respect to this matter.
 16. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
 17. All references to “days” in this Agreement, and in the Timeline included as Attachment B, are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a federal holiday, that deadline will be extended to the next business day.

III. Discrimination Violation

1. VIOLATION: OFCCP found that G4S is not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 CFR § 60-1.4(a)(1). OFCCP’s analysis of G4S’s hiring process and selection procedures revealed a disparity in hiring against black applicants for Upscale Security Officer positions during the period January 1, 2016 through December 31, 2017, in favor of Hispanic applicants. OFCCP’s analysis found that the company hired (b) (7)(E) black applicants, or (b) (7)(E). However, the company hired (b) (7)(E) Hispanic applicants, or (b) (7)(E). This

resulted in a statistically significant disparity of (b) (7)(E) standard deviations against black applicants with a shortfall of 28.

IV. Financial and Nonfinancial Remedy

1. Settlement Fund

- a. **Settlement Fund Account.** Within thirty (30) days after the Effective Date, Allied Universal will deposit a total of \$411,000 in an FDIC-insured interest-bearing account maintained by Allied Universal and/or its claims administrator at the prevailing interest rate. By the deadline set forth in the Timeline, Allied Universal will notify and provide OFCCP and provide appropriate documentation, including the name and address of the FDIC-insured banking institution, the account number for the settlement fund, the date of deposit, the deposit amount, and bank records showing the deposit amount.

By the dates set forth in the Timeline, Allied Universal will provide OFCCP with copies of bank records showing the current balance of the account, list of transactions and the amount of accrued interest on the account. The settlement fund is a negotiated amount that represents estimated back pay and accrued interest. Allied Universal's share of taxes on the portion representing back pay (such as federal, state and/or local taxes and Federal Income Contributions Act (FICA)) is not part of the Settlement Fund. Allied Universal will be responsible for any banking account fees.

Specific Settlement Fund Amounts. The total Settlement Fund amount includes \$314,479 in back pay and \$96,521 interest to resolve specific violation set forth above.

2. Allocation

- a. **Total Amount to be Allocated.** The back pay and interest amounts of the Settlement Fund, plus any additional interest that accrues on these interest-bearing accounts, will be distributed among the corresponding eligible applicants as explained in this Section. Individual shares will include appropriate deductions for each individual's share of payroll deductions required by law on the portion representing back pay only, such as federal (FICA/Federal Unemployment Tax Act (FUTA)), state or local insurance premiums or taxes.
- b. **Affected Applicants to Receive Payments.** The Settlement Fund will be distributed to all Affected Applicants (identified in Attachment A) who timely respond to their corresponding Notice Process as explained below, and whose eligibility is verified (hereinafter, Eligible Applicant(s)). These individuals will be listed on the Final List of Eligible Applicants (Final List). The process of determining the Final List is explained below under Notice Process. OFCCP will determine the final amount for each Eligible Applicant based on the formula or other terms provided in this Agreement. All Eligible Applicants are entitled to their share of the monetary settlement regardless of whether they are currently interested in employment with Allied Universal.

3. **Payments to Eligible Class Members.** OFCCP will provide Allied Universal the Final List by the date set forth on the Timeline. Allied Universal will issue checks or make electronic payments to each Eligible Applicants in the stated amount, along with appropriate tax reporting forms (such as W-2 and Internal Revenue Service (IRS) Form 1099) by the date set forth on the Timeline. OFCCP will receive timely documentation of all payments made and any payments returned undelivered, or any checks not cashed, as set forth on the Timeline. Any check that remains uncashed 180 days after the initial date the check was mailed to the Eligible Applicants will be void. With respect to any uncashed funds, Allied Universal will make a second – and final – distribution to all Eligible Applicants who cashed their first check. If any checks remain uncashed 180 days after the second distribution, Allied Universal will use those uncashed funds to provide training in equal employment opportunity to its personnel in addition to the training it is obligated to provide as described in Part VI.
 - a. **Tax Payments, Forms and Reporting.** Allied Universal will pay the employer’s share of social security withholdings, and any other tax payments required by law from additional funds separate from the Settlement Fund. Allied Universal shall mail or electronically deliver to each Eligible Applicant an IRS Form W-2 for 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 provided to the Eligible Applicants either at the time of payment, electronically or with the settlement checks, or by the deadline to do so in applicable tax law.

4. Notice Process

- a. **OFCCP and Allied Universal Obligations under the Notice Process.** The Notice Process set forth in this Agreement is intended to provide Affected Applicants a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. This includes providing notice in multiple relevant languages to the affected workers and through multiple channels if appropriate and providing technical assistance to Affected Applicants seeking information about their rights and obligations under this Agreement. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, Allied Universal and OFCCP will regularly meet and confer in person, by phone and/or by email on the notice process to determine how best to carry out the Notice provisions of this Agreement, and to decide whether any activity, deadline or document should be modified. OFCCP and Allied Universal agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
- b. **Notice Documents.** Allied Universal, either directly or via a claims administrator working on its behalf, will distribute Notice Documents to Affected Applicants identified in Attachment A consistent with the sample Notice Documents contained in Attachment C. The Notice Documents may include a Notice, Release of Claims and Income Verification Forms. The Notice Documents may also include other materials such as standard OFCCP or U.S. Department of Labor materials, instructions or a cover sheet, job applications, or other information that better enables Affected Applicants to understand their rights and obligations and act on them in a timely manner. The Notice Documents will make clear the information about the settlement is being provided by or on behalf of the U.S. Department of Labor. As specified in the Timeline and as

otherwise necessary to fulfill this Agreement, the parties will meet and confer on any reasonable modifications of the sample Notice Documents or additions to the materials distributed by Allied Universal or the claims administrator, if proposed by either party.

- a. **Timeline.** Attachment B sets forth the agreed Timeline for Notice and for the parties' other obligations under this Agreement. The parties will meet and confer on any reasonable modifications to the Timeline proposed by either party.
- b. **Search for Affected Applicants.** OFCCP shall provide Allied Universal with complete contact information in its possession or its authority to obtain on the Affected Applicants by the date set forth in the Timeline.
- c. **Distribution of Mail Notice to Affected Applicants.** Allied Universal or its claims administrator will provide initial notice by regular first-class mail. Allied Universal will send copies of all of the Notice Documents as defined above, including a postage-paid return envelope, by first class mail to the best available mailing address for each Affected Applicant, by the date set forth in the Timeline. If envelopes from the initial mail notice are returned with forwarding addresses, Allied Universal or its claims administrator will re-mail the Notice Documents within five(5) days of receipt of the forwarding address.

Based on the response to the initial mail notice, the parties will meet and confer by the date set forth in the Timeline to assess the results of the initial mail notice and to ensure that the second round of notice maximizes the potential response rate. The parties agree that electronic distribution of notice documents may be used where feasible and/or necessary. A second mail notice or electronic distribution will be sent to Affected Applicants with valid addresses or other available contact information who fail to respond to the first mail notice unless the parties agree otherwise.

- d. **Distribution of Notice by Other Means.** Allied Universal shall work with the OFCCP to develop a recommended plan for Notice by other means in addition to first class mail if an Affected Applicant is unreachable. These other means will be designed to maximize the ability of Affected Applicants to understand their rights and obligations under this Agreement and act upon them. OFCCP will also conduct independent efforts to communicate with Affected Applicants about this Agreement through official U.S. Department of Labor channels and in partnership with community-based organizations, if necessary. The parties agree that the distribution of notice by electronic means, including direct email, shall be allowed where such is feasible and/or necessary.
- e. **Notice Deadline.** The final deadline for any Affected Applicant to respond to the notice is set forth in the Timeline. The parties will prominently display this deadline on all materials they distribute in paper or electronic form regarding this Agreement and explain that failure to respond by this deadline will result in a forfeiture of any relief provided by this Agreement.
- f. **Technical Assistance.** The parties will timely respond to any inquiries from Affected

Applicants using information consistent with this Agreement and the Notice Documents and will document all inquiries and the result. OFCCP will provide contact information for individuals to contact OFCCP regarding this Agreement. The parties will prominently display this contact information on all materials they distribute in paper or online form regarding this Agreement. Allied Universal will provide OFCCP contact information to any Affected Applicant with questions or concerns.

- g. **Exchange of Information Regarding Affected Applicants.** Allied Universal and OFCCP will timely exchange information regarding Affected Applicants, including updated contact information and the results of any technical assistance provided.
- h. **Final List of Eligible Class Members.** The Final List will include all Affected Applicants who timely respond to the Notice by the deadline set forth in the Timeline and whose eligibility is verified by OFCCP. The parties will establish the Final List by the date set forth in the Timeline. The parties will meet and confer on any outstanding issues or questions regarding the Final List. Either party may identify potentially eligible Applicants who may have been erroneously excluded from the original or any subsequent list. OFCCP shall make the final determinations of eligibility but will make every effort to negotiate in good faith to resolve any dispute about the Final List. Allied Universal will provide to OFCCP any information necessary to determine the Final List.
- i. **Documentation of Payments.** By the deadline set forth in the Timeline, Allied Universal will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to eligible Applicants, including the amounts paid, the date payment was sent, the date payment was received or the check cashed, and any uncashed or returned checks. In the event of a second distribution, Allied Universal will provide a similar documentation on the second distribution.
- j. **Allied Universal's Expenses.** Allied Universal will pay all expenses associated with carrying out its duties pursuant to this Section, from funds separate and apart from the amount designated in this Agreement for the Settlement.

V. Additional Individual Relief

1. Job Opportunities

- a. **Description of Job Opportunities.** As vacancies occur in the Upscale Security Officer positions, Allied Universal shall make bona fide job offers, with retroactive seniority, to eligible Applicants who have expressed interest in employment, are not currently employed in the Upscale Security Officer positions, and meet the minimum qualifications of the position. For purposes of this Agreement, "Upscale Security Officer positions" shall mean those positions that were formerly designated as "Upscale Security Officer" jobs by G4S, regardless of the current job title or designation used for such positions by

Allied Universal. Retroactive seniority for Upscale Security Officer positions shall not be provided where the provision of such retroactive seniority would conflict with or be barred by any current collective bargaining agreement covering an Upscale Security Officer position. Allied Universal will hire up to 28 eligible Applicants into open Upscale Security Officer positions or exhaust the list of eligible Applicants expressing an interest in employment in such positions, whichever occurs first.

As vacancies occur in the Upscale Security Officer positions, Allied Universal shall contact the eligible Applicants with a written job offer in the order in which they submitted their Income Verification Form and Release of Claims Form, or, if the Forms were received on the same day, in the order of their original application date.

The report-to-work date for Eligible Applicants hired pursuant to this Agreement shall be no later than fourteen (14) days after the date the written job offer is accepted. The Eligible Applicant must report to work on the day designated or provide Allied Universal notice of good cause for their absence on or before that date. If good cause is provided, the eligible Applicant must report to work within five (5) days of the original designated start date. Otherwise, Allied Universal may withdraw the job offer and shall be under no obligation to hire the eligible Applicant under this Agreement but remains obligated to hire until 28 are filled or the list of eligible Applicants is exhausted, whichever comes first.

Allied Universal agrees to pay eligible Applicants hired under this provision at least the current entry level wage based on applicants' qualifications for the Upscale Security Officer positions and provide all regular and on-the-job training currently provided to employees in such positions.

- b. **Reporting.** Allied Universal will document the job offers and hires, including job offers made, reasons for rejection, and eligible Applicants hired and terminated during the monitoring period as set forth in Section VIII, OFCCP Monitoring Period, below.

VI. Modifications to Employment Practices and Other Non-Monetary Relief

- 1. **Revision of the Hiring Process, Implementation, and Training.** Under this Agreement by the date set forth in the Timeline, Allied Universal will submit to OFCCP a revised hiring process for the Upscale Security Officer positions, that describes the selection procedures outlined below (Revised Hiring Process):
 - a. Procedures to recruit, screen, interview, select, reject, and hire applicants for the Upscale Security Officer positions in compliance with E.O. 11246.
 - b. The qualifications and criteria to be used to eliminate and/or select job seekers and applicants at each step of the hiring process, including the qualifications and criteria to be used in each step of the hiring process.
 - c. Procedures to ensure that persons expressing an interest in employment are tracked and dispositions/decisions are documented at each step in the hiring process.

- d. Procedures to ensure that documents are retained in accordance with 41 CFR § 60-1.12(a) and Part 60-3.
 - e. Procedures to ensure that adverse impact analyses are conducted in accordance with 41 CFR Part 60-3, including an evaluation of the individual components, if statistical disparities exist.
2. Allied Universal will develop and implement a training program on the Revised Hiring Process as described above to be presented to all individuals involved in any way in the hiring process for the Upscale Security Officer positions, including all HR personnel, recommending officials, deciding officials and employees who make and keep required records. The training will be mandatory for the personnel identified above, and employees who are hired or promoted into those positions must also receive the training within 60 days of their hire or promotion. Allied Universal will provide OFCCP documentation of its training as described below.
 3. Allied Universal will monitor the implementation of and results achieved from the Revised Hiring Process, and will provide reports to OFCCP based on the Reporting Requirement in Part VIII below. As part of this Agreement, Allied Universal agrees to monitor hiring activity for the Upscale Security Officer position to identify any statistically significant disparities based on race/ethnicity and will investigate and remedy any statistically significant disparity identified. During the period this Agreement is in effect, the monitoring reports will indicate whether the hiring process has been fully implemented and whether the individuals involved in the hiring process are following the policies and procedures. The monitoring reports will also include appropriate recommendations, if any, to alter or change the hiring process, its implementation, or training, to ensure a nondiscriminatory hiring process.
 4. During the monitoring period, Allied Universal will conduct adverse impact analyses for the Upscale Security Officer positions consistent with the requirements of 41 CFR § 60-3.4 and 3.15 on at least an annual basis. If Allied Universal finds statistically significant disparities in hiring with respect to the Upscale Security Officer positions, Allied Universal shall investigate the cause of the disparities and take appropriate action, such as providing refresher training or making additional changes to the hiring process, including consideration of alternative selection criteria/tests. Allied Universal will implement remedies to correct any statistically significant disparities in hiring and report to OFCCP on actions taken.

VII. TECHNICAL VIOLATIONS AND REMEDIES

1. VIOLATION: G4S failed to maintain accurate personnel and employment records and conduct adverse impact analyses in accordance with the requirements of 41 CFR § 60-1.12(a) and Part 60-3. Specifically, G4S erroneously omitted 2,081 individuals from its applicant pool by dispositioning them as “Not Qualified-Min Qual Not Met.” OFCCP requested all applicant responses to the minimum qualification questions and found that those omitted were marked with “Y” (Yes), meaning that the applicant was affirming that they met the qualification and therefore, should have remained in the

pool for consideration. Since G4S did not apply the internet applicant provision correctly, it used incorrect data to run its adverse impact analysis.

REMEDY: Allied Universal will ensure its records are collected and maintained and conduct adverse impact analysis in accordance with the requirements of 41 CFR § 60-1.12(a) and Part 60-3.

2. VIOLATION: G4S failed to accurately identify problem areas, in accordance with 41 CFR § 60-2.17(b). Specifically, G4S failed to perform in-depth analysis of its total employment process to determine whether impediments to equal employment opportunity exist. More specifically, G4S failed to accurately evaluate its applicant-to-hire process to determine whether there were gender, race or ethnicity-based disparities.

REMEDY: Allied Universal will ensure that it accurately identifies problem areas, in accordance with the requirements of 41 CFR § 60-2.17(b).

3. VIOLATION: G4S failed to develop and execute action-oriented programs designed to correct any problem areas identified, in accordance with 41 CFR § 60-2.17(c).

REMEDY: Allied Universal will ensure the development and execution of action-oriented programs designed to correct any problem areas identified, in accordance with 41 CFR § 60-2.17(c).

VIII. OFCCP Monitoring Period

1. **Recordkeeping.** Allied Universal agrees to retain all records relevant to the violations cited in Sections III and VII above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. Allied Universal will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Allied Universal Reports.**
 - a. **Schedule and Instructions.** Allied Universal agrees to furnish OFCCP with the following reports during the Monitoring Period according to the Timeline.

Contractor will submit reports to:

Karen N. Hyman, District Director
USDOL/OFCCP
2320 LaBranch Street, Suite 1103
Houston, Texas 77004

(b) (6), (b) (7)(C)@dol.gov

Allied Universal and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports Allied Universal provides in accordance with this Agreement are customarily kept private or closely held, and Allied Universal believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Allied Universal will provide such reports to OFCCP marked as “Confidential.” In the event of a FOIA request, OFCCP assures Allied Universal that it will treat any such documents received as confidential documents not subject to production.

- b. **Reports on Financial Remedy.** In each Progress Report, Allied Universal will provide OFCCP all documentation of monetary payments to all Affected Applicants including for each: the name of the person receiving a monetary settlement, the check number and amount of the check (or equivalent records associated with electronic payments), and the date the check or electronic payment cleared the bank. OFCCP may request copies of canceled checks (or proof of electronic payments) disbursed by Allied Universal or its claims administrator to Affected Applicants or other equivalent documentation verifying that Affected Applicants were paid.
- c. **Reports on Job Offers.** In each Progress Report, Allied Universal will report on all job offers and hires made to date pursuant to the Agreement until all of the job opportunities for the reviewed establishment are filled or the list of eligible Applicants expressing interest in the positions is exhausted. This includes:
 - i. Documentation of all job offers made to eligible Applicants, including the names of individuals offered jobs, the date of their application, the date of the offer, the date the offer was accepted or rejected, and the starting pay.
 - ii. Documentation of eligible Applicants who expressed interest in job offers who did not successfully complete the application process, including the names of these individuals, the date of their application, if any, and the reason Allied Universal determined they did not successfully complete the application process. This includes individuals who did not receive job offers because all available positions were filled.
 - iii. Documentation of eligible Applicants who were hired and terminated during the life of this Agreement and the reason for the termination.
 - iv. Documentation of the number of available positions remaining to be filled and the number of eligible Applicants still on the list.
 - v. Documentation of the start dates for eligible Applicants who were hired.
 - vi. If Allied Universal has not filled all of the positions specified in this Agreement by the Progress Report date, documentation of the reason this action is not complete and the good faith efforts being taken and planned for the next reporting period to complete it.

- vii. If Allied Universal fails to meet its hiring obligations under this Agreement by the close of the Monitoring Period, OFCCP reserves its rights under Section II, Paragraph 9 and 10 of this Agreement to extend the monitoring period or to pursue enforcement remedies.
- d. **Affirmative Action Programs.** Allied Universal will submit its current year AAP for E.O. 11246 with the first Progress Report and annually thereafter while the CA monitoring period is in effect.
- e. **Reports on Modifications to Personnel Practices.** In each Progress Report Allied Universal will report on all modifications of personnel practices made to date pursuant to the Agreement and provide documentation of its compliance with the remedy provisions specified in this Agreement. If any of the relevant documents such as job postings or policies have not been modified since being provided during a prior reporting period, a statement to that effect is sufficient.
- f. **Reports on Training.** In each Progress Report, Allied Universal will report on training provided to Allied Universal personnel as specified in Part VI, Paragraphs 2. Specifically, the reports will include the name, job title, hire and/or promotion date, and training date on the revised hiring policies and procedures.
- g. **Reports on personnel activity.** In each Progress Report, Allied Universal will report the total number of external job seekers, applicants and hires and their breakdown by race and ethnic group for Upscale Security Officer positions pursuant to the Timeline. Each report must cover the preceding six-month period beginning on October 1, 2023, as reflected in the Timeline, and must be submitted within 45 calendar days after the close of that six-month period. A total of four reports will be submitted in accordance with the Timeline.
- h. **Close of Monitoring Period and Termination of Agreement.** This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts Allied Universal's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify Allied Universal in writing within sixty (60) days of the date of the final progress report that Allied Universal has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies Allied Universal within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Allied Universal has met all of its obligations under the Agreement.

IX. SIGNATURES

The person signing this Agreement on behalf of Allied Universal personally warrants that he or she is fully authorized to do so, that Allied Universal has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Allied Universal.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance (b) (6), (b) (7)(C) Universal.

Don Tefft, Jr.
Global Chief
Human
Resources Officer
Allied Universal
Security Services

DATE: 9/29/2023

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

Jane Suhr
Acting Regional Director
Southwest and Rocky Mountain Region
OFCCP

DATE: 9/29/23

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

Karen N. Hyman
District Director
Houston District Office
OFCCP

DATE: _____

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

LaToya Smith
Assistant District Director
Houston District Office

DATE: _____

Attachments:

- A. List of Eligible Class Members
- B. Timeline
- C. Notice Documents