

CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

ARAMARK EDUCATIONAL SERVICES, LLC

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated Aramark Educational Services, LLC's facility located at 2010 Cesar E. Chavez Drive, Lubbock, TX ("Aramark") and found that Aramark was not in compliance with the Executive Order 11246, as amended ("E.O. 11246"), and its implementing regulations at 41 C.F.R. Chapter 60 due to the specific alleged violations cited in Part III below. OFCCP notified Aramark of the specific violations found and the corrective actions required in a Notice of Violations issued on July 2, 2013 and a Notice to Show Cause issued on September 26, 2014. 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 Aramark enter this Conciliation Agreement ("Conciliation Agreement" or "Agreement") and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Aramark'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 Aramark violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Aramark 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. Aramark will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. Aramark understands that nothing in this Agreement relieves Aramark of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 ("Section 503"), and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 ("VEVRAA"), their implementing regulations, and other applicable equal employment laws.

4. Aramark 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 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) calendar days after Aramark submits the final progress report required in Part IV (C), below, unless OFCCP notifies Aramark in writing prior to the expiration date that Aramark has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Aramark has met all of its obligations under the Agreement.
10. If Aramark violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that Aramark violated any term of the Agreement while it was in effect, OFCCP will send Aramark a notice in writing and via email stating the alleged violations and summarizing any supporting evidence. Notice shall be sent to Aramark Legal Department, 1101 Market Street, 29th Floor, Philadelphia, PA 19107; email: legal@aramark.com.
 - 2) Aramark will have 15 calendar days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - 3) If Aramark 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. Aramark 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 Aramark of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Aramark violated any laws.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

For Violations 1 and 2 below, OFCCP relied on information provided by Aramark to identify the applicants who should be included in the Service Worker applicant pool for purposes of OFCCP's analysis. OFCCP considered as applicants those individuals listed on Aramark's applicant, hire and termination logs and those who showed a first paycheck on the payroll data during the period of August 16, 2008 through August 16, 2010 ("review period") for the Service Worker job group. OFCCP considered as hires those applicants who were reflected as hires on Aramark's payroll or for whom OFCCP received a W-2 form for dates within the review period.

OFCCP excluded applicants who applied outside the review period, for whom race and gender could not be determined, who appear to be duplicate entries in the applicant flow data, who were hired into data entry positions, according to the applicant and hire logs, one applicant who was hired into a part-time position, and applicants to whom Aramark extended an offer of employment as determined by the applicant flow logs, hire logs, and post-offer documents.

1. **VIOLATION:** OFCCP found that Aramark is not in compliance with 41 C.F.R. 60-1.4(a)(1). OFCCP's analysis of Aramark's hiring process and selection procedures revealed that Aramark did not select male applicants for Service Worker positions, including Food Service Workers, Cooks and Lead Food Service Workers, at the same rate as it selected female applicants for Service Worker positions during the review period.

OFCCP's analysis of hiring data showed a statistically significant disparity that negatively affected male applicants for the Service Worker position. OFCCP found that of (b) (7)(E) female applicants, (b) (7)(E) or (b) (7)(E)% were hired and of (b) (7)(E) male applicants, (b) (7)(E) or (b) (7)(E)% were hired. This resulted in a statistically significant disparity against male applicants of (b) (7)(E) standard deviations, and a shortfall of 33 males.

OFCCP finds that Aramark's hiring process and selection procedures resulted in discrimination against (b) (7)(E) male applicants who applied for Service Worker positions during the review period.

2. **VIOLATION:** OFCCP found that Aramark is not in compliance with 41 C.F.R. 60-1.4(a)(1). OFCCP's analysis of Aramark's hiring process and selection procedures revealed that Aramark did not select black applicants for Service Worker positions, including Food Service Workers, Cooks and Lead Food Service Workers, at the same rate that it selected Hispanic, White, Asian, Native American and Hawaiian/Pacific Islander applicants during the review period.

OFCCP's analysis of hiring data showed a statistically significant disparity that negatively affected black applicants for the Service Worker position. OFCCP found that of (b) (7)(E) white, Hispanic, Asian, Native American and Hawaiian/Pacific Islander applicants, (b) (7)(E) or (b) (7)(E)% were hired and of (b) (7)(E) black applicants, (b) (7)(E) or (b) (7)(E)% were hired. This resulted in a statistically significant disparity against black applicants of (b) (7)(E) standard deviations, and a shortfall of 25 black applicants.

OFCCP finds that Aramark's hiring process and selection procedures resulted in discrimination against (b) (7)(E) black applicants who applied for Service Worker positions during the review period.

REMEDY for Violations 1 and 2: To the extent that it has not already done so, Aramark agrees to immediately cease using the practices and/or policies in place during 2008-2010 that negatively affected male and black applicants in the hiring process and to the extent it has not already done so, Aramark will take the following corrective action:

(a) **Revision of the Hiring Process, Implementation and Training:** Within thirty (30) calendar days of the Effective Date of this Agreement, Aramark will submit, in writing, the practices, policies and procedures it uses or will use to recruit, track and hire applicants for Service Worker positions with Aramark at the Lubbock Independent School District (hereinafter the "Revised Hiring Process"). The Revised Hiring Process will contain the following:

- Procedures to recruit applicants for Service Worker positions, including mandatory postings, outreach efforts, and the use of the Internet as a recruitment procedure.
- The qualifications and criteria to be used to evaluate applicants for employment in Service Worker positions.
- 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, background check, 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 sixty (60) calendar days of the Effective Date of this Agreement, Aramark will fully implement the Revised Hiring Process and verify that all individuals involved in any way in recruiting, selecting or tracking applicants for Service Worker positions have been trained on the Revised Hiring Process. Any newly hired or reassigned personnel who become involved in the selection process after the initial training shall be trained within thirty (30) calendar days of their hire or reassignment. The training will include instruction on 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 C.F.R. 60-1.12(a) and Part 60-3.

(b) **Notification:** Within thirty (30) calendar days of the Effective Date of this Agreement, Aramark shall notify the male and black applicants shown on Attachment 1 ("Class Members") of the terms of this Agreement by mailing by first class mail to each Class Member the Notice to Class Members (Attachment 2, "Notice"), the Information Verification & Employment Interest Form (Attachment 3, "Interest Form"), Release of Claims Under Executive Order 11246 (Attachment 4, "Release"), and a postage paid return envelope. Aramark will notify OFCCP bi-weekly of all letters returned as undeliverable. In addition, within ninety (90) calendar days of the Effective Date, Aramark will provide a list to OFCCP of those Class Members who have not yet responded to the Notice and/or have not returned a fully executed Interest Form and Release. OFCCP will then initiate efforts to locate those Class Members and provide the updated contact information to Aramark within thirty (30) calendar days.

Aramark agrees to mail by first class mail a second Notice, Interest Form, Release, and postage paid return envelope to Class Members OFCCP locates within thirty (30) calendar days of receiving an updated mailing address list from OFCCP.

All Class Members who sign and return the Release and Interest Form, without making any edits to the language that Aramark and OFCCP agreed to, to either Aramark or OFCCP within ~~150~~¹⁸⁰ calendar days of the Effective Date of this agreement ("Eligible Class Members") will be eligible to participate in the settlement and, if indicating an interest in employment, will be eligible to be considered for a job pursuant to this Agreement. If a Class Member has not returned the Release and Interest Form to Aramark or OFCCP within ~~150~~¹⁸⁰ calendar days of the Effective Date of this agreement, the Class Member will no longer be entitled to any relief pursuant to this Agreement. MLS

Within ~~170~~²⁶⁰ calendar days of the Effective Date of this agreement, Aramark will provide OFCCP with a list of all Class Members who returned the Interest Form and Release along with a copy of each executed Release and Interest Form it received. OFCCP will provide Aramark with all original executed Release and Interest Forms it receives. Within ~~180~~²¹⁰ calendar days of the Effective Date of this agreement, OFCCP will review and approve the final list of Eligible Class Members or discuss with Aramark any issues necessary to finalize the list, such as the inclusion or exclusion of certain Class Members. MLS

The monetary payment discussed in paragraph (d) below will be divided equally among all Eligible Class Members on the final approved list. All Eligible Class Members are entitled to their share of the monetary settlement regardless of whether they are interested in employment with Aramark.

(c) Offers of Employment: As positions become available, Aramark will consider for employment qualified Eligible Class Members not currently employed by Aramark who express an interest in employment with Aramark, until 33 male and 20¹ black Eligible Class Members have successfully completed the selection process and are hired into Service Worker positions, or until the list of such Eligible Class Members expressing an interest in employment is exhausted, whichever occurs first. Any black male hire shall be counted either as a male hire, or a black hire, but not both, to satisfy this hiring remedy. Eligible Class Members shall be considered in the order that Aramark receives their Interest Forms expressing an interest in employment. Aramark shall initiate its hiring process of Eligible Class Members forty-five (45) calendar days after the Effective Date of this Agreement and must complete its hiring obligations under this section within eighteen (18) months of the Effective Date of this Agreement. If, due to limited hiring opportunities, Aramark is not able to meet its hiring obligations within eighteen (18) months, OFCCP will provide an extension of time to allow Aramark to continue its hiring efforts until the required number of Eligible Class Members are hired by the company, or the list of Eligible Class Members expressing an interest in employment are exhausted.

The parties expressly acknowledge that employment of any Eligible Class Member is contingent upon such individual meeting the minimum requirements of Service Worker positions that were in effect during the relevant time period and passing both the Aramark and Lubbock Independent School District drug screens and background checks as applicable.

Eligible Class Members will be allowed at least two weeks to report for work after receiving

¹ This shortfall reflects the adjusted shortfall for blacks which accounts for the male overlap in the affected groups.

confirmation from Aramark that all employment requirements associated with their a written job offer have been satisfied. The Eligible Class Members hired into Service Worker positions pursuant to this Agreement shall be paid the current wage rate for the Service Worker classification into which the Class Member is hired, and shall be provided with the same benefits and opportunity to earn overtime as other Service Worker employees. In addition, all Eligible Class Members hired shall receive retroactive seniority to the date of their original application for all purposes, including job retention, job bidding and benefits.

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(d) Monetary Settlement: Within ~~ten (10)~~ calendar days of the Effective Date of this Agreement, Aramark shall deposit \$165,000 (back pay of \$141,900 and interest of \$23,100) into an interest-bearing account at the prevailing interest rate. Aramark will notify OFCCP within ~~five (5)~~ 7 ^{MLS} calendar days of the inception of the account that this action has been taken and will identify to OFCCP a person who can be contacted who will be able to provide the current balance of the account and the amount of accrued interest. The monetary settlement is a negotiated amount that represents estimated back pay and interest and takes into account tenure and interim earnings. The back pay and interest amount (plus additional interest that accrues on the interest-bearing account), less legal deductions required by law on the portion representing back pay only (such as federal, state and/or local taxes and FICA), will be equally distributed among the Eligible Class Members. Aramark will pay to the Internal Revenue Service ("IRS") the employer's share of social security withholdings, and shall mail to each Eligible 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 Class Members either with the settlement checks or at the end of the year. 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. Aramark will disburse the monetary settlement within fifteen ¹⁵ (15) calendar days after the OFCCP approves the final list of Eligible Class Members.

Within two weeks of Aramark's receipt of a check to an Eligible Class Member returned as undeliverable, Aramark shall notify OFCCP of this fact via e-mail or facsimile. OFCCP will attempt to locate the Eligible Class Member and if OFCCP obtains an alternate address within ten business days, Aramark will re-mail the check. Any check that remains uncashed within 120 days after the initial date the check was mailed to the Eligible Class Member shall be void. With respect to the uncashed funds, Aramark shall make a second distribution to all Eligible Class Members who cashed their first check if the amount of the uncashed funds would result in a payment of \$20.00 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 \$20.00 to each located Eligible Class Member, Aramark shall use those uncashed funds to provide training in equal employment opportunity to its personnel in addition to training it is obligated to provide in the Revised Hiring Process described in paragraph (a) above.

3. VIOLATION: OFCCP found that Aramark failed to preserve personnel or employment records in accordance with the requirements of 41 C.F.R. 60-1.12(a) and 41 C.F.R. 60-3. Specifically, during the review period, Aramark failed to preserve and make available for inspection complete and accurate records, including: applications, interview forms/notes identified as frequently used during the interview process, self-ID forms, drug test results, email correspondence and other documentation related to the Lubbock ISD background check.

REMEDY: Aramark must ensure that any personnel or employment record made or kept shall be preserved in accordance with the requirements of 41 C.F.R. 60-1.12(a) and 41 C.F.R. 60-3.

4. VIOLATION: Aramark failed to properly conduct adverse impact analyses and evaluate each

individual component of the selection process in accordance with the requirements of 41 C.F.R. 60-2.17(b), 60-3.4C and 41 C.F.R. 60-3.15A(2). Specifically, Aramark failed to conduct adverse impact analyses comparing each race or ethnic group constituting at least two percent of the labor force in the relevant labor area or two percent of the applicable workforce to the group with the highest hiring rate. Further, when Aramark conducted an analysis comparing male and female hiring rates, it failed to properly identify the adverse impact against male applicants; and failed to conduct required component analyses.

REMEDY: Aramark must properly conduct adverse impact analyses in accordance with the requirements of 41 C.F.R. 60-2.17(b), 60-3.4C and 41 C.F.R. 60-3.15A (2) for each group constituting more than 2% of the labor force in the relevant labor area or 2% of the applicable workforce and maintain records or other information for each group that accurately discloses the impact of its selection procedures. Aramark must compare the selection rate of the group with the highest hiring rate to the rates of the other race and ethnic groups. If adverse impact is identified in the total selection process, Aramark must evaluate each individual component of the selection process for adverse impact and maintain and have available records or other information showing which selection components have an adverse impact. If adverse impact is found to exist in any of the individual components of the selection process, Aramark must validate each such component in accordance with the Uniform Guidelines on Employee Selection Procedures (see 41 C.F.R. 60-3) or utilize selection procedures that do not result in adverse impact.

5. **VIOLATION:** Aramark failed to properly develop its Availability Analysis in its AAP, which in turn affected the accuracy of three additional sections of its AAP – the comparison of incumbency to availability, the determination of placement goals, and the development of action-oriented programs that are designed to correct problem areas identified, as required by the regulations at 41 C.F.R. 60-2.12, 2.13, 2.14, and 2.17(c).

REMEDY: Aramark must properly develop an Availability Analysis to accurately compare incumbency to availability, determine placement goals, and develop action-oriented programs.

Part IV. REPORTS REQUIRED

1. Aramark must submit the documents and reports described below to: James Shinn, Acting District Director, OFCCP, 615 East Houston, Suite 340, San Antonio, Texas 78205.

A. Within 30 calendar days of the Effective Date of this Agreement, Aramark must submit a copy of the written Revised Hiring Process pursuant to paragraph (a) of Remedy for Violations 1 and 2.

B. Within the prescribed timeframes, Aramark must submit all documents and information referenced in paragraphs (b) and (d) of Remedy for Violations 1 and 2.

C. Aramark must submit progress reports documenting the remedies and actions taken pursuant to the violations cited in this Agreement. Within thirty (30) calendar days of receipt of each progress report OFCCP will notify Aramark of the results of the evaluation of each progress report. OFCCP has sixty (60) days to respond to the final progress report as stated in Part II General Terms and Conditions, number 9.

The first progress report will be due seven (7) months after the Effective Date of this agreement and must include the following Pursuant to Violations 1 and 2:

- 1) Documentation that all managers, supervisors and other personnel involved in recruiting, selecting, or tracking applicants for Service Worker positions with Aramark at the Lubbock Independent School District have been trained on the Revised Hiring Process. The documentation must include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed in the training, and the name and job title of each person who conducted the training;
- 2) Documentation of monetary payments to all Eligible Class Members as specified in paragraphs (b) and (d) of Remedy for Violations 1 and 2, as applicable. The documentation must include the names of Eligible Class Members who were paid, and, for each Eligible Class Member, the number and the amount of the check and the date the check cleared the bank. Aramark must provide OFCCP with copies of all canceled checks upon request, and shall be given adequate time to obtain any canceled check records from the bank;
- 3) Documentation of specific hiring activity for Eligible Class Members who were given offers of employment or hired as Service Workers in accordance with this Agreement, including name, date of hire, job title hired into, rate of pay and proof of retroactive seniority and benefits;
- 4) For Eligible Class Members who were considered for employment but were not hired, Aramark will provide the reason for non-placement along with all relevant documentation (e.g., documentation verifying that Eligible Class Members failed background checks, drug screens, declined job offers, and all other pre or post offer employment screens utilized in determining employment eligibility).

The second progress report will be due nineteen (19) months after the Effective Date of the Agreement and must cover the period beginning on the Effective Date of this Agreement and ending 18 months after the Effective Date of this Agreement and must include the following Pursuant to Violations 1 and 2:

- 5) The total number of applicants and hires and the breakdown by race, gender and ethnic group of applicants and hires for Service Worker positions during the reporting period, including all temporary, part time, and seasonal workers who were referred to and/or assigned to work at Aramark by a staffing firm or employment agency;
- 6) For all applicants who were considered for employment (hired and not hired), in number four (4) above, all relevant documentation verifying that applicants passed or failed background checks, drug screens, and all other pre or post offer employment screens utilized in determining employment eligibility;
- 7) For Service Workers, the results of Aramark'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. § 60-3.4B (for purposes of the adverse impact analysis, Aramark must not include hires made of Eligible Class Members pursuant to this Agreement in that analysis; Aramark must combine the data for the current report with the data from the previous report(s) to analyze at least a 12-month period);

8) 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 Aramark's evaluation of the individual components of the selection process for adverse impact required by 41 C.F.R. § 60-3.4C; and/ or

9) The actions taken by Aramark upon determining that any component of the selection process has an adverse impact on members of groups set forth in subparagraph 2, above.

2. Pursuant to Violation 5, with its second progress report, Aramark will submit copies of the following components from its current AAP: availability analysis, comparison of incumbency to availability, determination of placement goals, and development of action-oriented programs.

3. Aramark will retain all records and data pertinent to the violations resolved by this Agreement and/or used to prepare required reports until this Agreement expires or as long as required by OFCCP's regulations, whichever date occurs later (or "whichever time period is longer").

Part V. SIGNATURES

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

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

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

Alisdair C. Maclean
Regional Vice President
Aramark Educational Services, LLC
Lubbock, Texas

James Shinn
Assistant District Director
San Antonio District Office
Southwest and Rocky Mountain Region

DATE: 11/3/15

DATE: 11/4/2015
(b) (6), (b) (7)(C)

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

DATE: 11-20-2015

You may be eligible to get money and a job because of a legal settlement between Aramark Educational Services, LLC 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 Aramark Educational Services, LLC at Lubbock Independent School District ("Aramark"). 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 Aramark.

ARE YOU AFFECTED?

Black and/or male applicants who applied and were not hired for Service Worker positions at Aramark between August 16, 2008 and August 16, 2010 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 an audit of Aramark's hiring practices during August 16, 2008 and August 16, 2010. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP found that Aramark's hiring process and selection procedure had an adverse impact on black and male applicants who applied for Service Worker positions (Food Service Workers, Cooks and lead Food Service Workers) with Aramark at the Lubbock Independent School District.

Ultimately, OFCCP issued a Notice of Violation and Notice to Show Cause against Aramark on these claims. Aramark denies those claims but has agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a violation.

As a result, Aramark must pay money to black and male applicants who applied at the time. Aramark will also offer jobs to interested black and male applicants who meet the minimum requirements of Service Worker positions and who pass both the Aramark and Lubbock Independent School District drug screens and background checks, as job opportunities become available.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for a Service Worker position (Food Service Worker, Cook and Lead Food Service Worker) 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 \$492 (before taxes) This payment represents your share of back wages and other payments Aramark is making to settle the routine compliance review. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.

- 2) To the extent that jobs become available at Aramark's account at Lubbock Independent School District, Aramark will be making job offers for Service Worker positions (Food Service Workers, Cooks and Lead Food Service Workers) to some of the individuals receiving this notification who meet the qualifications and requirements for the position, including the requirement that you are able to pass a background check upon re-applying for a job now. It is not guaranteed that you will receive a job offer. If you are interested in a job with Aramark, please express your interest on the enclosed Claim Form.
- 3) To get these benefits, 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 and Claim Form carefully and any other information you received from the Department of Labor or Aramark.

Please do not ignore this Notice and throw it away.

It is very important that you fill out and return the form in this envelope on time. Otherwise, you could miss out on getting money or an opportunity for a job.

To be eligible for payment and/or job offer, you must complete, sign and return the enclosed claim form and release form, without making any changes to the text, by May 18, 2016.

The Claim Form must be received by May 18, 2016.

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 the documents by the deadline of May 18, 2016 to receive any money or consideration for job opportunities or any other relief provided to you by the settlement date.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact Compliance Officer (b) (6), (b) (7)(C) at 210-472-5835 and/or (b) (6), (b) (7)(C)@dol.gov. You can also visit the U.S. Department of Labor website about this case at www.dol.gov/ofccp/CML.

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

DEADLINE TO RESPOND IS MAY 18, 2016.

If you complete this Claim Form, you may be eligible for a money payment from the settlement, and you can express interest in applying for a job with Aramark at the Lubbock Independent School District. You can receive a money payment even if you do not express interest in a job.

To receive an award (such as money or a job offer), you must be complete and return this Claim Form and Release Form postmarked or hand-delivered on or before May 18, 2016, to

**Roffman Horvitz, PLC
Attention: Aramark Lubbock OFCCP Settlement
8300 Greensboro Drive, Suite 800
McLean, VA 22102**

If you do not submit a properly completed Claim Form and Release Form on or before May 18, 2016, then your claim will not be on time and you will not receive any money from this settlement and you cannot be considered for a job offer.

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

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

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

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

Name: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

- I confirm that the address on the envelope is correct.
- The address on the envelope is not correct. My correct address is:

Address: _____

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 race/ethnicity and gender. Please check where applicable.

Race/Ethnicity:

- Hispanic or Latino
- White
- Black or African American
- American Indian/Alaskan Native
- Native Hawaiian/Pacific Islander
- Asian
- 2 or more Races, Specify races

Gender: Male Female

Notify Aramark at the address below if your address changes within the next three months, or contact OFCCP if you have any questions about this claim form, the notice, or the settlement.

**Roffman Horvitz, PLC
Attention: Aramark Lubbock OFCCP Settlement
8300 Greensboro Drive, Suite 800
McLean, VA 22102**

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

Yes, I am still interested in a Service Worker position (Food Service Worker, Cook and Lead Food Service Worker) with Aramark Educational Services, LLC at Lubbock, TX.

No, I am not currently interested in Service Worker position (Food Service Worker, Cook and Lead Food Service Worker) with Aramark Educational Services, LLC at Lubbock, TX.

I am currently employed by Aramark Educational Services, LLC.

Step 3: Sign and return along with the Release Form

I certify the above as true and correct.

Signature

Date

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 ("Release") is a legal document. The document states that in return for Aramark Educational Services, LLC ("Aramark") paying you money, you agree that you will not file any lawsuit against Aramark for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for Service Worker positions (Food Service Workers, Cooks, and Lead Food Service Workers). It also says that Aramark 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 document by a certain date, you will not receive any money.

In consideration of the payment of at least \$492 (less deductions required by law) by Aramark to me, which I agree is acceptable, I _____ agree to the following: print name

I.

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

II.

I understand that Aramark denies that it treated me unlawfully or unfairly in any way and that Aramark entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment described above to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on August 16, 2008. I further agree that the payment of the aforesaid sum by Aramark to me is not to be construed as an admission of any liability by Aramark.

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.

IV.

I understand that if I do not sign this Release and return it to Aramark ON OR BEFORE **05/18/2016**, WITHIN 180 DAYS OF THE DATE THE CONCILIATION AGREEMENT WAS SIGNED (**11/20/2015**), I will not be entitled to receive the payment (less deductions required by law) from Aramark.

IN WITNESS WHEREOF, I have signed this document on this _____ day of
_____, 2016.

Signature

ATTACHMENT 1

LIST OF CLASS MEMBERS (MALES AND BLACKS)

*Note: OFCCP derived application dates from applications, applicant flow log and tally sheets.

Count	Last Name	First Name	Application Date	Gender	Race
1	(b) (6), (b) (7)(C)				
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**ATTACHMENT 1
LIST OF CLASS MEMBERS (MALES AND BLACKS)**

*Note: OFCCP derived application dates from applications, applicant flow log and tally sheets.

38	(b) (6), (b) (7)(C)
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ATTACHMENT 1

LIST OF CLASS MEMBERS (MALES AND BLACKS)

*Note: OFCCP derived application dates from applications, applicant flow log and tally sheets.

78	(b) (6), (b) (7)(C)
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ATTACHMENT 1

LIST OF CLASS MEMBERS (MALES AND BLACKS)

*Note: OFCCP derived application dates from applications, applicant flow log and tally sheets.

118	(b) (6), (b) (7)(C)
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ATTACHMENT 1

LIST OF CLASS MEMBERS (MALES AND BLACKS)

*Note: OFCCP derived application dates from applications, applicant flow log and tally sheets.

158	(b) (6), (b) (7)(C)
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ATTACHMENT 1

LIST OF CLASS MEMBERS (MALES AND BLACKS)

*Note: OFCCP derived application dates from applications, applicant flow log and tally sheets.

198	(b) (6), (b) (7)(C)
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ATTACHMENT 1

LIST OF CLASS MEMBERS (MALES AND BLACKS)

*Note: OFCCP derived application dates from applications, applicant flow log and tally sheets.

237	(b) (6), (b) (7)(C)
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ATTACHMENT 1

LIST OF CLASS MEMBERS (MALES AND BLACKS)

*Note: OFCCP derived application dates from applications, applicant flow log and tally sheets.

275	(b) (6), (b) (7)(C)
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ATTACHMENT 1

LIST OF CLASS MEMBERS (MALES AND BLACKS)

*Note: OFCCP derived application dates from applications, applicant flow log and tally sheets.

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