

CONCILIATION AGREEMENT

Between

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

and

FORT MYER CONSTRUCTION CORPORATION

PART I: PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated Fort Myer Construction Corporation's ("Fort Myer") facility located at 2237 33rd Street, N.E., Washington, D.C. 20018, beginning on January 4, 2011 and found that Fort Myer was not in compliance with Executive Order 11246, as amended ("E.O. 11246"), Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 ("Section 503"), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 ("VEVRAA"), and their implementing regulations at 41 C.F.R. Parts 60-1, 60-2, 60-3, 60-4, 60-300, and/or 60-741. OFCCP notified Fort Myer of the specific violations found and the corrective actions required in a Notice of Violations issued on August 19, 2013 ("NOV") and in a Show Cause Notice issued on March 24, 2014 (SCN). 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 Fort Myer enter into this contract ("Conciliation Agreement" or "Agreement") and agree to all the terms stated below.

PART II: GENERAL TERMS AND CONDITIONS

1. In exchange for Fort Myer'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, Section 503, and/or VEVRAA 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 Fort Myer violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Fort Myer 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. Fort Myer will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. Fort Myer understands that nothing in this Agreement relieves Fort Myer of its obligation

to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment laws.

4. Fort Myer 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 Mid-Atlantic 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 Fort Myer submits the final progress report required in Part IV(D), below, unless OFCCP notifies Fort Myer in writing prior to the expiration date that Fort Myer has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Fort Myer has met all of its obligations under the Agreement.
10. If Fort Myer violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that Fort Myer violated any term of the Agreement while it was in effect, OFCCP will send Fort Myer a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) Fort Myer 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 Fort Myer 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. Fort Myer may be subject to the sanctions set forth in Section 209 of E.O. 11246, 41 C.F.R. § 60-741.66, or 41 C.F.R. § 60-300.66 and/or other appropriate relief for violation of this Agreement.

11. This Agreement does not constitute an admission by Fort Myer of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Fort Myer violated any laws.
12. Nothing herein is intended to relieve Fort Myer from the obligation to comply with the requirements of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212), their implementing regulations, or any other equal employment statute or executive order or its implementing regulations. In addition, this Conciliation Agreement in no way limits the applicability of the revised regulations implementing Section 503 of the Rehabilitation Act of 1973, as amended (78 Fed. Reg. 58682) (Sep. 24, 2013, also online at <http://www.ecfr.gov>) and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (78 Fed. Reg. 58614) (Sep. 24, 2013, also online at <http://www.ecfr.gov>), which became effective on March 24, 2014.

PART III: SPECIFIC PROVISIONS

1. **VIOLATION:** OFCCP alleges that Fort Myer discriminated against African-American General Laborers on the basis of their race/ethnicity with respect to their rates of pay and other forms of compensation in violation of 41 CFR § 60-1.4(a). OFCCP's review of compensation practices across all General Laborer classifications as of January 1, 2010 revealed that, on average, African-Americans in the General Laborer classification were compensated at a lesser rate than their Hispanic counterparts. Specifically, from January 1, 2010 through December 31, 2010, OFCCP determined that ~~EX~~ African-American General Laborers were paid an average regular hourly wage rate that was statistically significantly lower than the rate paid to Hispanic General Laborers, as set forth in the attached Table 1. Furthermore, on average African-Americans in the General Laborer positions were assigned fewer hours of work than their Hispanic counterparts, and that difference in assigned work hours was statistically significant. Some African-American General Laborers were as qualified as the Hispanic General Laborers who were in similar positions but were paid higher wages and assigned more hours of work. OFCCP determined that some African-Americans in the General Laborer classification did not have an equal opportunity to be assigned hours of work at worksites offering higher wages.

REMEDY: Fort Myer shall examine, monitor and revise its compensation practices as necessary and take steps to ensure that its compensation system provides an equal opportunity to all of its employees, regardless of race, ethnicity, or gender, as required by 41

CFR 60-1.4(a). Fort Myer shall implement make-whole actions for all African-American General Laborers who have been allegedly discriminated against with respect to compensation. This applies to all aspects of compensation, including, but not limited to, hourly rates of pay and assignment of work hours. Fort Myer must agree to provide make-whole relief to all alleged victims of discrimination.

A. **Notification:** Within forty-five (45) calendar days of the effective date of this Agreement, Fort Myer will send to the last known address of each of the African-American General Laborers listed in Attachment 1A (“General Laborer-Compensation Class Members”) by Certified Mail/Return Receipt Requested or other form indicating proof of delivery, the letter entitled “Notice to Class Members” (“Notice”) (Attachment 1B) along with the form enclosed therewith, “Information Verification Form” (Attachment 1C) and “Release of Claims Under Executive Order 11246” (“Release”) (Attachment 1D) (the Notice, Information Verification Form and Release are hereinafter referred to as the “Forms”), and a postage paid return envelope. To be eligible for a distribution of back pay and subject to the provisions regarding the Second Mailing, below, General Laborer-Compensation Class Members must complete and return the Forms to Fort Myer so that they are postmarked within thirty (30) days of the date each General Laborer-Compensation Class Member received the Notice from Fort Myer, as evidenced by the return receipt.

Within thirty (30) days from the date that the time period for Class Members to respond to the Notice has expired, Fort Myer will provide to the OFCCP-Baltimore District Office, via electronic mail (“e-mail”), a list of the names of General Laborer-Compensation Class Members who did not return the Forms within the 30-day period and a copy of the proof of mailing receipt for each of them. OFCCP will have thirty (30) days from its receipt of such list to verify the current addresses for such General Laborer-Compensation Class Members who did not return the Forms. At or before the end of such 30-day period, OFCCP will send to Fort Myer, via e-mail, a list of the names and current addresses of such General Laborer-Compensation Class Members whose current addresses OFCCP was able to verify. For purposes of this Paragraph, the Fort Myer contact will be Mike Caro, HR Director (mcaro@fortmyer.com) and the OFCCP contact will be Tanya Bennett, OFCCP Baltimore Assistant District Director (bennett.tanya@dol.gov). Within fifteen (15) days of its receipt of OFCCP’s list, Fort Myer will send to each General Laborer-Compensation Class Member whose address OFCCP verified, by Certified Mail/Return Receipt Requested or other form indicating proof of delivery, a second Notice and a second set of Forms (“Second Mailing”). Each such General Laborer-Compensation Class Member will complete and return the Forms to Fort Myer so that they are postmarked within thirty (30) days of the date each General Laborer-Compensation Class Member received the Forms from Fort Myer, as evidenced by the return receipt from the Second Mailing. Any General Laborer-Compensation Class Member who has not returned signed Forms within thirty (30) days of the General Laborer-Compensation Class Member’s receipt of the first Notice, or, as applicable, receipt of the second Notice from the Second Mailing, will no longer be entitled to any share of the monetary settlement under the terms of this Agreement.

- B. **Monetary Settlement:** The monetary settlement of \$7,861.93 (\$7,803.40 in back pay and \$58.53 in interest) (“General Laborer-Compensation Monetary Amount”) is a negotiated figure that represents back pay and interest for General Laborer-Compensation Class Members (see Attachment 1A). Fort Myer agrees to disburse the General Laborer-Compensation Monetary Settlement Amount to all General Laborer-Compensation Class Members who complete and timely return the Forms to Fort Myer. Within fifteen (15) days of its receipt of the last executed Forms, including in response to the Second Mailing to General Laborer-Compensation Class Members, Fort Myer will mail a check constituting a pro-rata share of the General Laborer-Compensation Monetary Amount, less any taxes and withholding required by law, to each General Laborer-Compensation Class Member who completed and timely returned the Forms to Fort Myer. Such General Laborer-Compensation Class Members will receive a pro-rata share of the General Laborer-Compensation Monetary Settlement Amount under this Agreement. General Laborer-Compensation Class Members who receive a payment from Fort Myer will receive the appropriate IRS documents reflecting such payment.
- C. **Compensation Procedures and Training:** Fort Myer must examine and monitor its compensation policies and practices to eliminate and prevent pay disparities in its workforce, including revising its practices for assigning workers to projects and assigning work hours as appropriate. In addition, within seventy-five (75) days from the effective date of this Agreement, Fort Myer shall contract with an outside source to conduct mandatory training for all of its human resources personnel, managers, and supervisors involved in determining compensation for all positions including General Laborers. Such training will be given to all such human resources personnel, managers and supervisors employed by Fort Myer during the life of this Agreement. Such training will cover all new and revised policies, procedures, and programs, and procedures to be used to ensure that documents are retained in accordance with 41 CFR 60-1.4(a)(1), 60-1.12(a) and Part 60-3. Such training will also cover subjects of equal employment opportunity rights and responsibilities, legal prohibitions against discrimination on the basis of sex, race, national origin, color, religion, disability and veteran status, and Fort Myer’s commitment to diversity and non-discriminatory compensation decisions.
2. **VIOLATION:** OFCCP alleges that Fort Myer discriminated against African-American and Hispanic Skilled Laborers on the basis of their race and/or ethnicity with respect to their rates of pay and other forms of compensation in violation of 41 CFR 60-1.4(a). A review of compensation practices for the Skilled Laborer positions as of January 1, 2010 revealed that, on average, African-Americans and Hispanics in the Skilled Laborers positions were compensated at a lesser rate than their White counterparts. Specifically, from January 1, 2010 through December 31, 2010, OFCCP determined that **EX** African-American and **EX** Hispanics Skilled Laborers were paid an average regular hourly wage rate that was statistically significantly lower than the rate paid to White Skilled Laborers, as set forth in the attached Table 2. OFCCP determined that the African-American and Hispanic Skilled Laborers were as qualified as the White Skilled Laborers who were performing similar work but were paid higher wages. OFCCP determined that African-Americans and Hispanics in the Skilled Laborer classification did not have an equal opportunity to be assigned hours of work at worksites offering higher wages.

REMEDY: Fort Myer shall examine, monitor and revise its compensation practices as necessary and take steps to ensure that its compensation system provides an equal opportunity to all of its employees, regardless of race, ethnicity, or gender as required by 41 CFR 60-1.4(a). Fort Myer shall implement make-whole actions for all African-American and Hispanic Skilled Laborers who allegedly have been discriminated against with respect to compensation. This applies to all aspects of compensation, including, but not limited to, hourly rates of pay and assignment of work hours. Fort Myer must agree to provide make-whole relief to all identified victims of discrimination.

A. **Notification:** Within forty-five (45) calendar days of the effective date of this Agreement, Fort Myer will send to the last known address of each of the Skilled Laborers listed in Attachment 2A (“Skilled Laborer-Compensation Class Members”), by Certified Mail/Return Receipt Requested or other form indicating proof of delivery, the letter entitled “Notice to Class Members” (“Notice”) (Attachment 2B) along with the form enclosed therewith, “Information Verification Form” (Attachment 2C) and “Release of Claims Under Executive Order 11246” (the “Release”) (Attachment 2D) (the Notice, Information Verification Form and Release are hereinafter referred to as the “Forms”), and a postage paid returned envelope. To be eligible for a distribution of back pay and subject to the provisions regarding the Second Mailing, below, Skilled Laborer-Compensation Class Members must complete and return the Forms to Fort Myer so that they are postmarked within thirty (30) days of the date each Skilled Laborer-Compensation Class Member received the Notice from Fort Myer, as evidenced by the return receipt.

Within thirty (30) days from the date that the time period for Class Members to respond to the Notice has expired, Fort Myer will provide OFCCP-Baltimore District Office, via electronic mail (“e-mail”), a list of the names of Skilled Laborer-Compensation Class Members who did not return the Forms within the 30-day period and a copy of the proof of mailing receipt for each of them. OFCCP will have thirty (30) days from its receipt of such list to verify the current addresses for such Skilled Laborer – Compensation Class Members who did not return the Forms. At or before the end of such 30-day period, OFCCP will send to Fort Myer, via e-mail, a list of the names and current addresses of such Skilled Laborer-Compensation Class Members whose current addresses OFCCP was able to verify. For purposes of this Paragraph the Fort Myer contact will be Mike Caro, HR Director (mcaro@fortmyer.com) and the OFCCP contact will be Tanya Bennett, OFCCP Baltimore Assistant District Director (bennett.tanya@dol.gov). Within fifteen (15) days of its receipt of OFCCP’s list, Fort Myer will send to each Skilled Laborer-Compensation Class Member whose address OFCCP verified, by Certified Mail/Return Receipt Requested or other form indicating proof of delivery, a second Notice and a second set of Forms (“Second Mailing”). Each such Skilled Laborer-Compensation Class Member will complete and return the Forms to Fort Myer so that they are postmarked within thirty (30) days of the date each Skilled Laborer-Compensation Class Member received the Forms from Fort Myer, as evidenced by the return receipt from the Second Mailing. Any Skilled Laborer-Compensation Class Member who has not returned signed Forms within thirty (30) days of the Skilled

Laborer-Compensation Class Member's receipt of the first Notice, or, as applicable, receipt of the second Notice from the Second Mailing, will no longer be entitled to any share of the monetary settlement under the terms of this Agreement.

- B. Monetary Settlement:** The African-American monetary settlement of \$45,605.68 (\$45,266.19 in back pay and \$339.49 in interest) and the Hispanic monetary settlement amount of \$235,440.35 (\$233,687.69 in back pay and \$1,752.66 in interest), for a total of \$281,046.03 (\$278,953.88 in total back pay and \$2,092.15 in total interest) ("Skilled Laborer-Compensation Monetary Amounts"), is a negotiated figure that represents back pay and interest for Skilled Laborer-Compensation Class Members (see Attachment 2A). Fort Myer agrees to disburse the Skilled Laborer-Compensation Monetary Settlement Amounts to all Skilled Laborer-Compensation Class Members who complete and timely return the Forms to Fort Myer. Within fifteen (15) days of its receipt of the last executed Forms, including in response to the Second Mailing to Skilled Laborer-Compensation Class Members, Fort Myer will mail a check constituting a pro-rata share of either the African-American monetary settlement amount or the Hispanic monetary settlement amount, as appropriate as per Attachment 2A, less any taxes and withholding required by law, to each Skilled Laborer-Compensation Class Member who completed and timely returned the Forms to Fort Myer. Such Skilled Laborer-Compensation Class Members will receive a pro-rata share of one of the Skilled Laborer-Compensation Monetary Settlement Amounts under this Agreement. Skilled Laborer-Compensation Class Members who receive a payment from Fort Myer will receive the appropriate IRS documents reflecting such payment.
- C. Compensation Procedures and Training:** Fort Myer must examine and monitor its compensation policies and practices to eliminate and prevent pay disparities in its workforce, including revising its practices for assigning workers to projects and assigning work hours as appropriate. In addition, within seventy-five (75) days from the effective date of this Agreement, Fort Myer shall contract with an outside source to conduct mandatory training for all of its human resources personnel, managers, and supervisors involved in determining compensation for all positions including Skilled Laborers. Such training will be given to all such human resources personnel, managers and supervisors employed by Fort Myer during the life of the Agreement. Such training will cover all new and revised policies, procedures, and programs, and procedures to be used to ensure that documents are retained in accordance with 41 CFR 60-1.4(a)(1), 60-1.12(a) and Part 60-3. Such training will also cover subjects of equal employment opportunity rights and responsibilities, legal prohibitions against discrimination on the basis of sex, race, national origin, color, religion, disability and veteran status, and Fort Myer's commitment to diversity and non-discriminatory compensation decisions.
- 3. VIOLATION:** OFCCP alleges that during the period January 1, 2010 through December 31, 2010, Fort Myer discriminated against female applicants on the basis of their gender in hiring for Laborer positions. Specifically, OFCCP determined that Fort Myer's failure to apply its selection criteria uniformly for all applicants resulted in a statistically significant difference in the rates at which males and females were hired into Laborer positions during this period. OFCCP determined that this difference resulted in a shortfall in hiring of **EX 7E**

EX 7E female applicants, with a statistical significance of EX 7E standard deviations, in violation of 41 CFR 60-1.4(a)(1) and 41 CFR 60-20.3(b) and (c).

REMEDY: Fort Myer must agree to cease and desist all selection procedures that resulted in the alleged discrimination against female applicants for Laborer positions identified in this Violation, as required by 41 CFR 60-1.4(a)(1) and 41 CFR 60-20.3(b) and (c).

In addition, Fort Myer shall implement the following remedial make-whole actions for the female applicants who were rejected for the Laborer positions during the period of January 1, 2010 through December 31, 2010 ("Female Laborer Class Members"):

A. **Notification:** Within forty-five (45) calendar days of the effective date of this Agreement, Fort Myer will send to the last known address of each of the Female Laborer Class Members listed in Attachment 3A ("Female Laborer Class Members"), by Certified Mail/Return Receipt Requested or other form indicating proof of delivery, the letter entitled "Notice to Class Members" ("Notice") (Attachment 3B) along with the two forms enclosed therewith, "Information Verification and Employment Interest Form" (Attachment 3C) and "Release of Claims Under Executive Order 11246" (the "Release") (Attachment 3D) (the Notice, Information Verification and Employment Interest Form, and Release are hereinafter referred to as the "Forms"), and a postage paid return envelope. To be eligible for a distribution of back pay and/or employment, and subject to the provisions regarding the Second Mailing, below, Female Laborer Class Members must complete and return the Forms to Fort Myer so that they are postmarked within thirty (30) days of the date each Female Laborer Class Member received the Notice from Fort Myer, as evidenced by the return receipt.

Within thirty (30) days from the date that the time period for Female Laborer Class Members to respond to the Notice has expired, Fort Myer will provide OFCCP-Baltimore District Office, via electronic mail ("e-mail"), a list of the names of Female Laborer Class Members who did not return the Forms within the 30-day period and a copy of the proof of mailing receipt for each of them. OFCCP will have thirty (30) days from its receipt of such list to verify the current addresses for such Female Laborer Class Members who did not return the Forms. At or before the end of such 30-day period, OFCCP will send to Fort Myer, via e-mail, a list of the names and current addresses of such Female Laborer Class Members whose current addresses OFCCP was able to verify. For purposes of this Paragraph, the Fort Myer contact will be Mike Caro, HR Director (mcaro@fortmyer.com) and the OFCCP contact will be Tanya Bennett, OFCCP Baltimore Assistant District Director (bennett.tanya@dol.gov). Within fifteen (15) days of its receipt of OFCCP's list, Fort Myer will send to each Female Laborer Class Member whose address OFCCP verified, by Certified Mail/Return Receipt Requested or other form indicating proof of delivery, a second Notice and a second set of Forms ("Second Mailing"). Each such Female Laborer Class Member will complete and return the Forms to Fort Myer so that they are postmarked within thirty (30) days of the date each Female Laborer Class Member received the Forms from Fort Myer, as evidenced by the return receipt from the Second Mailing. Any Female Laborer Class Member who has not returned signed Forms within thirty (30) days of the Female Laborer Class Member's

receipt of the first Notice, or, as applicable, receipt of the second Notice from the Second Mailing, will no longer be entitled to any share of the monetary settlement or an offer of employment under the terms of this Agreement.

- B. **Offers of Employment:** As vacancies occur in the Laborer position, Fort Myer will make job offers to all qualified Female Laborer Class Members who have completed and timely returned the Forms, have expressed interest in employment and are not then employed by Fort Myer, until ^{EX 7E} Laborers are hired or the list of such Female Laborer Class Members is exhausted, whichever comes first. Until such time, such Female Laborer Class Members will have priority over all other candidates for hire into the Laborer position. As vacancies occur in the Laborer positions, such qualified Female Laborer Class Members will be contacted by Fort Myer via certified mail with a written job offer in the order in which Fort Myer received their completed Forms or, if the Forms were received on the same day, in the order of their original application date.

The report-to-work date for Female Laborer Class Members shall be at least four (4) days after the date of the written job offer. If the Female Laborer Class Member does not report to work on the day designated by Fort Myer without providing Fort Myer on or before that day notice of good cause for their absence (e.g., personal illness or care for an immediate family member), or if good cause is provided and the Class Member does not report to work within five (5) days of the original designated start date, Fort Myer may withdraw the job offer and shall be under no obligation to hire such Class Member under this Agreement. Documentation of all hiring decisions, including job offers made and reasons for rejection, will be available for review by OFCCP.

- C. **Monetary Settlement:** The monetary settlement of \$90,389.28 (\$89,716.41 in back pay and \$672.87 in interest) ("Female Laborer Monetary Amount") is a negotiated figure that represents back pay and interest for Female Laborer Class Members (see Attachment 3AA). Fort Myer agrees to disburse the Female Laborer Monetary Settlement Amount to all Female Laborer Class Members who complete and timely return the Forms to Fort Myer. Within fifteen (15) days of its receipt of the last executed Forms, including in response to the Second Mailing to Female Laborer Class Members, Fort Myer will mail a check constituting a pro-rata share of the Female Laborer Monetary Amount, less any taxes and withholding required by law, to each Female Laborer Class Member who completed and timely returned the Forms to Fort Myer. Such Female Laborer Class Members will receive a pro-rata share of the Female Laborer Monetary Settlement Amount whether or not she expresses interest in employment or accepts a job offer under this Agreement. Female Laborer Class Members who receive a payment from Fort Myer will receive the appropriate IRS documents reflecting such payment.
- D. **Hiring Selection Procedures and Training:** Fort Myer agrees to cease and desist in the use of all selection procedures which resulted in the alleged discrimination of female applicants for Laborer positions. Fort Myer will also develop and implement a new applicant tracking system for all trades, which will include the tracking of the Laborer selection process. Fort Myer will examine, monitor and modify its selection procedures as necessary to ensure that the selection criteria are applied uniformly and the hiring

decisions for Laborer positions are made in a non-discriminatory manner, and to ensure that all stages of its revised selection procedures are in compliance with 41 CFR 60-1.4(a) and 41 CFR Part 60-3, the Uniform Guidelines on Employee Selection Procedures (“UGESP”). In addition, within seventy-five (75) days from the effective date of this Agreement, Fort Myer shall contract with an outside source to conduct mandatory training for all human resources personnel, managers, and supervisors employed by fort Myer during the life of this Agreement who are involved in the selection process for all positions including Laborers. Such training will cover recruitment and applicant tracking procedures; the neutral application of the specified qualifications and criteria that will be used at each step in the selection process; procedures to be used to document the decisions made at each step in the selection process; and procedures to be used to ensure that documents are retained in accordance with 41 CFR 60-1.4(a)(1), 60-1.12(a) and Part 60-3. Such training will also cover subjects of equal employment opportunity rights and responsibilities, legal prohibitions against discrimination on the basis of sex, race, national origin, color, religion, disability and veteran status, and Fort Myer’s commitment to diversity and non-discriminatory hiring.

4. **VIOLATION:** OFCCP alleges that during the period January 1, 2010 through December 31, 2010, Fort Myer discriminated against African-American applicants on the basis of their race in hiring for Laborer positions. Specifically, OFCCP determined that Fort Myer’s failure to apply its selection criteria uniformly for all applicants resulted in a statistically significant difference in the rates at which Hispanics and African-Americans were hired into Laborer positions during this period. OFCCP determined that this difference resulted in a shortfall in hiring of ~~EX 7E~~ African-American applicants, with a statistical significance of ~~EX 7E~~ standard deviations, in violation of 41 CFR 60-1.4(a)(1).

REMEDY: Fort Myer must agree to cease and desist all selection procedures that resulted in the alleged discrimination against African-American applicants for Laborer positions identified in this Violation, as required by 41 CFR 60-1.4(a)(1).

In addition, Fort Myer shall implement the following remedial make-whole actions for the African-American applicants who were allegedly rejected for the Laborer positions during the period of January 1, 2010 through December 31, 2010 (“African-American Laborer Class Members”):

- A. **Notification:** Within forty-five (45) calendar days of the effective date of this Agreement, Fort Myer will send to the last known address of each of the African-American Laborer Class Members listed in Attachment 4A, by Certified Mail/Return Receipt Requested or other form indicating proof of delivery, the letter entitled “Notice to Class Members” (“Notice”) (Attachment 4B) along with the two forms enclosed therewith, “Information Verification and Employment Interest Form” (Attachment 4C) and “Release of Claims Under Executive Order 11246” (the “Release”) (Attachment 4D) (the Notice, Information Verification and Employment Interest Form, and Release are hereinafter referred to as the “Forms”), and a postage paid return envelope. To be eligible for a distribution of back pay and/or employment, and subject to the provisions regarding the Second Mailing, below, African-American Laborer Class Members must

complete and return the Forms to Fort Myer so that they are postmarked within thirty (30) days of the date each African-American Laborer Class Member received the Notice from Fort Myer, as evidenced by the return receipt.

Within thirty (30) days from the date that the time period for Class Members to respond to the Notice has expired, Fort Myer will provide OFCCP-Baltimore District Office, via electronic mail ("e-mail"), a list of the names of African-American Laborer Class Members who did not return the Forms within the 30-day period and a copy of the proof of mailing receipt for each of them. OFCCP will have thirty (30) days from its receipt of such list to verify the current addresses for such African-American Laborer Class Members who did not return the Forms. At or before the end of such 30-day period, OFCCP will send to Fort Myer, via e-mail, a list of the names and current addresses of such African-American Laborer Class Members whose current addresses OFCCP was able to verify. For purposes of this Paragraph, the Fort Myer contact will be Mike Caro, HR Director (mcaro@fortmyer.com) and the OFCCP contact will be Tanya Bennett, OFCCP Baltimore Assistant District Director (bennett.tanya@dol.gov). Within fifteen (15) days of its receipt of OFCCP's list, Fort Myer will send to each Minority Laborer Class Member whose address OFCCP verified, by Certified Mail/Return Receipt Requested or other form indicating proof of delivery, a second Notice and a second set of Forms ("Second Mailing"). Each such African-American Laborer Class Member will complete and return the Forms to Fort Myer so that they are postmarked within thirty (30) days of the date each African-American Laborer Class Member received the Forms from Fort Myer, as evidenced by the return receipt from the Second Mailing. Any African-American Laborer Class Member who has not returned signed Forms within thirty (30) days of the African-American Laborer Class Member's receipt of the first Notice, or, as applicable, receipt of the second Notice from the Second Mailing, will no longer be entitled to any share of the monetary settlement or an offer of employment under the terms of this Agreement.

- B. **Offers of Employment:** As vacancies occur in the Laborer position, Fort Myer will make job offers to all qualified African-American Laborer Class Members who have completed and timely returned the Forms, have expressed interest in employment and are not then employed by Fort Myer, until EX 7E Laborers are hired or the list of such qualified African-American Laborer Class Members is exhausted, whichever comes first. Until such time, such African-American Laborer Class Members will have priority over all other candidates for hire into the Laborer position. As vacancies occur in the Laborer positions, such African-American Laborer Class Members will be contacted by Fort Myer via certified mail with a written job offer in the order in which Fort Myer received their completed Forms or, if the Forms were received on the same day, in the order of their original application date. The written job offer shall include the job title and starting hourly wage.

The report-to-work date for African-American Laborer Class Members hired pursuant to this Agreement shall be no later than four (4) days after the date of the written job offer. If the African-American Laborer Class Member does not report to work on the day designated by Fort Myer without providing Fort Myer on or before that day notice of

good cause for their absence (e.g., personal illness or care for an immediate family member), or if good cause is provided and the Class Member does not report to work within five (5) days of the original designated start date, Fort Myer may withdraw the job offer and shall be under no obligation to hire such Class Member under this Agreement. Documentation of all hiring decisions, including job offers made and reasons for rejection, will be available for review by OFCCP.

- C. **Monetary Settlement:** The monetary settlement of \$406,751.76 (\$403,723.83 in back pay and \$3,027.93 in interest) ("African-American Laborer Monetary Amount") is a negotiated figure that represents back pay and interest for African-American Laborer Class Members (see Attachment 4A). Fort Myer agrees to disburse the African-American Laborer Monetary Settlement Amount to all African-American Laborer Class Members who complete and timely return the Forms to Fort Myer. Within fifteen (15) days of its receipt of the last executed Forms, including in response to the Second Mailing to African-American Laborer Class Members, Fort Myer will mail a check constituting a pro-rata share of the African-American Laborer Monetary Amount, less any taxes and withholding required by law, to each African-American Laborer Class Member who completed and timely returned the Forms to Fort Myer. Such African-American Laborer Class Members will receive a pro-rata share of the African-American Laborer Monetary Settlement Amount whether or not he or she expresses interest in employment or accepts a job offer under this Agreement. African-American Laborer Class Members who receive a payment from Fort Myer will receive the appropriate IRS documents reflecting such payment.
- D. **Hiring Selection Procedures and Training:** Fort Myer agrees to cease and desist in the use of all selection procedures which resulted in the discrimination of African-American applicants for Laborer positions. Fort Myer will also develop and implement a new applicant tracking system for all trades, which will include the tracking of the Laborer selection process. Fort Myer will examine, monitor and modify its selection procedures as necessary to ensure that the selection criteria are applied uniformly and the hiring decisions for Laborer positions are made in a non-discriminatory manner, and to ensure that all stages of its revised selection procedures are in compliance with 41 CFR 60-1.4(a) and 41 CFR Part 60-3, the Uniform Guidelines on Employee Selection Procedures ("UGESP"). In addition, within seventy-five (75) days from the effective date of this Agreement, Fort Myer shall contract with an outside source to conduct mandatory training for all human resources personnel, managers, and supervisors employed by Fort Myer for the life of this Agreement who are involved in the selection process for all positions including Laborers. Such training will cover recruitment and applicant tracking procedures; the neutral application of the specified qualifications and criteria that will be used at each step in the selection process; procedures to be used to document the decisions made at each step in the selection process; and procedures to be used to ensure that documents are retained in accordance with 41 CFR 60-1.4(a)(1), 60-1.12(a) and Part 60-3. Such training will also cover subjects of equal employment opportunity rights and responsibilities, legal prohibitions against discrimination on the basis of sex, race, national origin, color, religion, disability and veteran status, and Fort Myer's commitment to diversity and non-discriminatory hiring.

5. **VIOLATION:** OFCCP alleges that during the period January 1, 2010 through December 31, 2010, Fort Myer discriminated against African-Americans employed in Skilled Laborer positions when it terminated African-Americans from that position on the basis of race and/or national origin. Specifically, OFCCP determined that Fort Myer terminated a significant percentage of the African-American Skilled Laborers hired during 2010 on or before December 31, 2010, while one hundred per cent (100%) of the White Skilled Laborers hired during 2010 were still employed by Fort Myer as Skilled Laborers on December 31, 2010, in violation of 41 CFR 60-1.4(a)(1).

REMEDY: Fort Myer must agree to cease and desist the termination procedures which resulted in the discrimination identified in this Violation.

In addition, Fort Myer must implement the following remedial make-whole actions for the African-American employees who were terminated from a Skilled Laborer position during the period of January 1, 2010 through December 31, 2010, or identified at a later time ("Terminated Skilled Laborer Class Members"):

- A. **Notification:** Within forty-five (45) calendar days of the effective date of this Agreement, Fort Myer will send to the last known address of each of the Terminated Skilled Laborer Class Members listed in Attachment 5A, by Certified Mail/Return Receipt Requested or other form indicating proof of delivery, the letter entitled "Notice to Class Members" ("Notice") (Attachment 5B) along with the two forms enclosed therewith; "Information Verification and Employment Interest Form" (Attachment 5C) and "Release of Claims Under Executive Order 11246" (the "Release") (Attachment 5D) (the Notice, Information Verification and Employment Interest Form, and Release are hereinafter referred to as the "Forms"), and a postage paid return envelope. To be eligible for a distribution of back pay and/or employment, and subject to the provisions regarding the Second Mailing, below, Terminated Skilled Laborer Class Members must complete and return the Forms to Fort Myer so that they are postmarked within thirty (30) days of the date each Terminated Skilled Laborer Class Member received the Notice from Fort Myer, as evidenced by the return receipt.

Within thirty (30) days from the date that the time period for Class Members to respond to the Notice has expired, Fort Myer will provide OFCCP-Baltimore District Office, via electronic mail ("e-mail"), a list of the names of Terminated Skilled Laborer Class Members who did not return the Forms within the 30-day period and a copy of the proof of mailing receipt for each of them. OFCCP will have thirty (30) days from its receipt of such list to verify the current addresses for such Terminated Skilled Laborer Class Members who did not return the Forms. At or before the end of such 30-day period, OFCCP will send to Fort Myer, via e-mail, a list of the names and current addresses of such Terminated Skilled Laborer Class Members whose current addresses OFCCP was able to verify. For purposes of this Paragraph, the Fort Myer contact will be Mike Caro, HR Director (mcaro@fortmyer.com) and the OFCCP contact will be Tanya Bennett, OFCCP Baltimore Assistant District Director (bennett.tanya@dol.gov). Within fifteen (15) days of its receipt of OFCCP's list, Fort Myer will send to each Terminated Skilled Laborer Class Member whose address OFCCP verified, by Certified Mail/Return Receipt

Requested or other form indicating proof of delivery, a second Notice and a second set of Forms ("Second Mailing"). Each such Terminated Skilled Laborer Class Member will complete and return the Forms to Fort Myer so that they are postmarked within thirty (30) days of the date each Terminated Skilled Laborer Class Member received the Forms from Fort Myer, as evidenced by the return receipt from the Second Mailing. Any Terminated Skilled Laborer Class Member who has not returned signed Forms within thirty (30) days of the Terminated Skilled Laborer Class Member's receipt of the first Notice, or, as applicable, receipt of the second Notice from the Second Mailing, will no longer be entitled to any share of the monetary settlement or an offer of employment under the terms of this Agreement.

- B. Offers of Employment:** As vacancies occur in the Skilled Laborer position, Fort Myer will make job offers to all Terminated Skilled Laborer Class Members who have completed and timely returned the Forms, have expressed interest in employment and are not then employed by Fort Myer, until three (3) Skilled Laborers are hired or the list of such Terminated Skilled Laborer Class Members is exhausted, whichever comes first. Until such time, such Terminated Skilled Laborer Class Members will have priority over all other candidates for hire into the Skilled Laborer position. As vacancies occur in the Skilled Laborer positions, such Terminated Skilled Laborer Class Members will be contacted by Fort Myer via certified mail with a written job offer in the order in which Fort Myer received their completed Forms or, if the Forms were received on the same day, in the order of their original application date. The written job offer shall include the job title and starting hourly wage.

The report-to-work date for Terminated Skilled Laborer Class Members hired pursuant to this Agreement shall be no later than four (4) days after the date of the written conditional job offer. If the Terminated Skilled Laborer Class Member does not report to work on the day designated by Fort Myer without providing Fort Myer on or before that day notice of good cause for their absence (e.g., personal illness or care for an immediate family member), or if good cause is provided and the Class Member does not report to work within five (5) days of the original designated start date, Fort Myer may withdraw the job offer and shall be under no obligation to hire such Class Member under this Agreement. Documentation of all hiring decisions, including job offers made and reasons for rejection, will be available for review by OFCCP.

- C. Monetary Settlement:** The monetary settlement of \$113,951.00 (\$113,102.73 in back pay and \$848.27 in interest) ("Terminated Skilled Laborer Monetary Amount") is a negotiated figure that represents back pay and interest for Terminated Skilled Laborer Class Members (see Attachment 5A). Fort Myer agrees to disburse the Terminated Skilled Laborer Monetary Settlement Amount to all Terminated Skilled Laborer Class Members who complete and timely return the Forms to Fort Myer. Within fifteen (15) days of its receipt of the last executed Forms, including in response to the Second Mailing to Terminated Skilled Laborer Class Members, Fort Myer will mail a check constituting a pro-rata share of the Terminated Skilled Laborer Monetary Amount, less any taxes and withholding required by law, to each Terminated Skilled Laborer Class Member who completed and timely returned the Forms to Fort Myer. Such Terminated

Skilled Laborer Class Members will receive a pro-rata share of the Terminated Skilled Laborer Monetary Settlement Amount whether or not he or she expresses interest in employment or accepts a job offer under this Agreement. Terminated Skilled Laborer Class Members who receive a payment from Fort Myer will receive the appropriate IRS documents reflecting such payment.

D. **Termination Procedures and Training:** Fort Myer must examine, monitor and modify its project assignment and termination procedures as necessary and ensure that the project assignment and termination criteria are applied uniformly and the project assignment and termination decisions for Skilled Laborer positions are made in a non-discriminatory manner. In addition, within seventy-five (75) days from the effective date of this Agreement, Fort Myer shall contract with an outside source to conduct mandatory training for all human resources personnel, managers, and supervisors employed by Fort Myer during the life of this Agreement who are involved in terminating for all positions including Skilled Laborers. Such training will cover all new and revised policies, procedures, and programs, and procedures to be used to ensure that documents are retained in accordance with 41 CFR 60-1.4(a)(1), 60-1.12(a) and Part 60-3. Such training will also cover subjects of equal employment opportunity rights and responsibilities, legal prohibitions against discrimination on the basis of sex, race, national origin, color, religion, disability and veteran status, and Fort Myer's commitment to diversity and non-discriminatory termination decisions.

6. **VIOLATION:** Fort Myer failed to preserve all personnel or employment records for a period of not less than two years from the date of the making of the record or personnel action involved, whichever occurred later, as required by 41 CFR 60-1.12. In addition, for any record Fort Myer made pursuant to 41 CFR 60-1.12, Fort Myer failed to be able to identify, where possible, the gender, race, and ethnicity of each applicant or Internet Applicant as defined in 41 CFR 60-1.3, whichever is applicable to the particular position, as required by 41 CFR 60-1.12(c)(ii).

REMEDY: Fort Myer must agree to preserve all personnel or employment records for a period of not less than two years from the date of the making of the record or personnel action involved, whichever occurs later, as required by 41 CFR 60-1.12. In addition, for any record Fort Myer makes pursuant to 41 CFR 60-1.12, Fort Myer must be able to identify, where possible, the gender, race, and ethnicity of each applicant or Internet Applicant as defined in 41 CFR 60-1.3, whichever is applicable to the particular position, as required by 41 CFR 60-1.12(c)(ii).

7. **VIOLATION:** During the period January 1, 2010 through December 31, 2010, Fort Myer failed to maintain and have available for each job records or other information showing whether the total selection process for that job had an adverse impact as required by 41 CFR 60-3.15A.(2). Furthermore, Fort Myer failed to maintain documentation that would allow for identification of the steps in the selection process that were responsible for the adverse impact.

REMEDY: Fort Myer must agree to maintain and have available for each job records or other information showing whether the total selection process for each particular job had an adverse impact. Where a total selection process for a job has an adverse impact, Fort Myer must maintain and have available records or other information showing which components have an adverse impact.

8. **VIOLATION:** During the period January 1, 2010 through December 31, 2010, Fort Myer failed to make good faith efforts to meet the 6.9 percent utilization goal for females in all of its construction trades in the Washington, D.C. Metropolitan Statistical Area (MSA). Fort Myer's goals and the actual work hour utilization percentages for females were as follows:

<u>Construction Trade</u>	<u>Female Goal</u>	<u>Actual Female Utilization</u>
Cement Masons	6.9 %	EX 7E
Electricians	6.9 %	
Equipment Operators	6.9 %	
Laborers	6.9 %	
Truck Drivers	6.9 %	

This is a violation of 41 CFR 60-4.6.

REMEDY: Fort Myer must agree to make good faith efforts to meet the goals (6.9% of overall work hours for females) for the crafts performed by Fort Myer. Fort Myer must maintain complete documentation of all good faith efforts and provide evidence of these good faith efforts in its progress reports.

9. **VIOLATION:** During the period January 1, 2010 through December 31, 2010, Fort Myer allegedly failed to ensure and maintain a working environment free of harassment, intimidation, threats and coercion in violation of 41 CFR 60-1.4(a)(1), 41 CFR 60-1.32, and 41 CFR 60-4.3(a)7.a. Multiple incidents of sexual, racial, ethnic, and disabled veteran harassment against Fort Myer employees were identified.

REMEDY: Fort Myer must agree to cease and desist from causing or permitting the behavior described in this violation and ensure and maintain a work environment free of harassment, intimidation, threats and coercion at all worksites and locations at which Fort Myer's employees are assigned to work. Specifically, Fort Myer must:

- A. In no way retaliate, harass, or engage in any form of reprisal or other adverse action against any of its minority or female employees based on or in relation to the terms of this remedy.
- B. Monitor its work sites for the presence of any forms of harassment, intimidation, or coercion based on race, color, religion, sex, national origin, disability or veteran status including, but not limited to, verbal, physical and visual forms; take corrective action to eliminate any such harassment, intimidation or coercion found; and document monitoring and any corrective action taken.

- C. **EEO Monitoring by Third Parties:** Fort Myer will, for the life of the Agreement, retain third parties for the purposes of evaluating, and if necessary, developing and improving, equal employment opportunity and anti-harassment policies, procedures and practices; implementation of such policies, procedures and practices; training all persons employed by Fort Myer concerning such policies, procedures and practices; and receiving and investigating all complaints of harassment, intimidation, threats, retaliation, and coercion against employees. Specifically:
- 1) A third party will evaluate, develop and/or improve, as necessary, a corporate-wide, zero-tolerance policy prohibiting harassment, intimidation, threats, retaliation, and coercion against any employee at any worksite. Fort Myer's zero-tolerance policy will be in writing and will list the name, job title, and telephone number of the Fort Myer official who is responsible and accountable for the company's compliance with EEO and affirmative action obligations and include a detailed description of the process for employees to make complaints concerning allegations of harassment, intimidation, retaliation, and coercion based on race, color, religion, gender, national origin, disability, or veteran status. Additionally, Fort Myer will distribute such policy in English and Spanish to all its employees and post and display the policy in both English and Spanish in a prominent place at each and every worksite where there are employees of Fort Myer. The posters shall be no smaller in size than 8½ by 11 inches.
 - 2) A third party will conduct at least two (2) hours of annual training for each supervisor, manager, foreman, superintendent, vice president, crew leader and all other Fort Myer employees. The training must include at least Fort Myer's newly established corporate-wide zero-tolerance policy prohibiting harassment, intimidation, threats, retaliation, and coercion against employees at all jobsites. The first such training shall be completed within ninety (90) days of reaching agreement with OFCCP.
 - 3) A third party will serve as an external ombudsman ("Ombudsman") to receive and investigate complaints of harassment, intimidation, threats, retaliation, and coercion based on race, color, religion, gender, national origin, disability, or veteran status against employees at all jobsites. The Ombudsman must have the ability, free from involvement by Fort Myer management, to process and investigate complaints and may not be supervised by any officer, partner, owner, director, manager, supervisor, or employee of Fort Myer. Upon the completion of any such investigation, as part of Fort Myer's retention agreement with the third party, the Ombudsman will provide Fort Myer's management, as well any employee who has made a complaint, a copy of its findings and recommendations for further action, if any. Fort Myer will distribute the contact information for the Ombudsman to all its employees in English and Spanish and post and display in English and Spanish this contact information at each and every worksite where there are employees of Fort Myer. Furthermore, Fort Myer will include the Ombudsman's contact information in its zero-tolerance policy.

- 4) Fort Myer must include in all of its employment policies the name, job title, and telephone number of the Fort Myer official who is responsible and accountable for the company's EEO and affirmative action obligations and a detailed description of the process for employees to make complaints to the Ombudsman concerning allegations of harassment, intimidation, or coercion based on race, color, religion, gender, national origin, disability, or veteran status.
 - 5) Fort Myer will bear all costs associated with the selection and retention of the third parties and the performance of their duties.
10. **VIOLATION:** During the period January 1, 2010 through December 31, 2010, Fort Myer failed to make good faith efforts to establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and community organizations when it had employment opportunities available, and maintain a record of the organizations' responses as required by 41 CFR 60-4.3(a)7.b.
- REMEDY:** Fort Myer must agree to develop and maintain a current list of minority and female recruitment sources and notify, in writing, minority and female recruitment sources and community organizations when Fort Myer has employment opportunities available, and maintain a record of the organizations' responses.
11. **VIOLATION:** During the period January 1, 2010 through December 31, 2010, Fort Myer failed to provide immediate written notification to OFCCP when the unions with which the company has collective bargaining agreements did not refer to Fort Myer a minority person or woman sent by the company, or when Fort Myer had other information that the referral process had impeded its efforts to meet its obligations as required by 41 CFR 60-4.3(a)7.d.
- REMEDY:** Fort Myer must agree to provide immediate written notification to OFCCP when the unions with which the company has collective bargaining agreements do not refer to Fort Myer a minority person or woman sent by the company, or when Fort Myer has other information that the referral process has impeded its efforts to meet its obligations.
12. **VIOLATION:** During the period January 1, 2010 through December 31, 2010, Fort Myer failed to develop on-the-job training opportunities and/or participate in training programs for the area that expressly included minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the company's employment needs, and to provide notice of these programs to minority and female recruitment sources as required by 41 CFR 60-4.3(a)7.e.
- REMEDY:** Fort Myer must agree to develop on-the-job training opportunities and/or participate in training programs for the area that expressly includes minorities and women, including upgrading programs and apprenticeship and trainee programs relevant

to the company's employment needs, and to provide notice of these programs to minority and female recruitment sources.

13. **VIOLATION:** During the period January 1, 2010 through December 31, 2010, Fort Myer failed to disseminate its EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the company in meetings its EEO obligations as required by 41 CFR 60-4.3(a)7.f.

REMEDY: Fort Myer must agree to include its EEO policy in any policy manual or agreement; publicize it in the company documents and newsletters; review the policy with all management personnel and with all minority and female employees at least once a year; and post the company's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

14. **VIOLATION:** During the period January 1, 2010 through December 31, 2010, Fort Myer failed to review, at least annually, its EEO policy and affirmative action obligations with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel prior to the initiation of work at any job site as required by 41 CFR 60-4.3(a)7.g.

REMEDY: Fort Myer must agree to review, at current worksites and prior to the initiation of construction work at future job sites, its EEO policy and affirmative action obligations with all employees having responsibilities to recommend and implement personnel actions, advising them of their obligations to support and carry out the policy. Fort Myer must maintain written records identifying the time and place of these meetings, the persons attending, the subject matters discussed, and the dispositions of the subject matters. These EEO/AA reviews must be conducted at least annually.

15. **VIOLATION:** During the period January 1, 2010 through December 31, 2010, Fort Myer failed to direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving Fort Myer's recruitment area and employment needs as required by 41 CFR 60-4.3(a)7.i.

REMEDY: Fort Myer must agree to direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving Fort Myer's recruitment area and employment needs no later than one month prior to the date for the acceptance of applications. Fort Myer must send written notification to minority, female, and community organizations, such as below, describing the openings, screening procedures, and tests to be used in the selection process, if applicable.

GSA Opportunities Center at St. Elizabeths
2701 Martin Luther King, Jr. Avenue, S.E.
Washington, DC 20032
Phone: (202) 561-6911
Contact: Ms. LaJuan Y. C. Stevens, Lead Opportunities Coordinator

DC Students Construction Trades Foundation
DC Apprenticeship Academy
1200 Clifton Street, N.W.
Washington, DC 20009
Phone: (202) 673-7346
Contact: Ms. Shelly Karriem
shelly.karriem@dc.gov

National Association of Women in Construction (NAWIC)
Website address: http://www.jobtarget.com/home/index.cfm?site_id=270
Contact: Ms. Suzanne Boisseau
(443) 250-1307

16. **VIOLATION:** During the period January 1, 2010 through December 31, 2010, Fort Myer failed to encourage present minority and female employees to recruit other minority persons and women and, where possible, provide after school, summer, and vacation employment to minority and female youth, as required by 41 CFR 60-4.3(a)7.j.
- REMEDY:** Fort Myer must agree to encourage present minority and female employees to recruit other minority persons and women and, where possible, provide after school, summer, and vacation employment to minority and female youth.
17. **VIOLATION:** During the period January 1, 2010 through December 31, 2010, Fort Myer failed to conduct an inventory and evaluation of all minority and female personnel for promotional opportunities and failed to encourage these employees to seek or prepare for, through appropriate training, etc., such opportunities as required by 41 CFR 60-4.3(a)7.1.
- REMEDY:** Fort Myer must agree to conduct, at least annually, an inventory and evaluation of at least all minority and female personnel for promotional opportunities and encourage these employees to seek or prepare for, through appropriate training, etc., such opportunities. Fort Myer must ensure this is done at least on an annual basis and maintain documentation.
18. **VIOLATION:** During the period January 1, 2010 through December 31, 2010, Fort Myer failed to monitor, on a systematic and ongoing basis, seniority practices, job classifications, work assignments and other employment practices to ensure that they did not have a discriminatory effect as required by 41 CFR 60-4.3(a)7.m.

REMEDY: Fort Myer must agree to develop a system to ensure that seniority practices, job classifications, work assignments and other employment practices do not have a discriminatory effect by continually recording and monitoring the same. Fort Myer must implement this system and must take corrective actions for problems found during this monitoring process in the future.

19. **VIOLATION:** During the period January 1, 2010 through December 31, 2010, Fort Myer failed to document and maintain a record of its solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female construction associations and other business associations as required by 41 CFR 60-4.3(a)7.o.

REMEDY: Fort Myer must agree to document and maintain a record of its solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female construction associations and other business associations.

20. **VIOLATION:** During the period January 1, 2010 through December 31, 2010, Fort Myer failed to adequately develop a system to review, at least annually, its supervisors' adherence to the company's equal employment opportunity policies and affirmative action obligations as required by 41 CFR 60-4.3(a)7.p.

REMEDY: Fort Myer must agree to develop and implement a system where it must review its supervisors' adherence to the company's equal employment opportunity policies and affirmative action obligations and must address any problems identified. These reviews and corrective procedures must be repeated at least annually and written documentation maintained.

21. **VIOLATION:** Fort Myer failed to take appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit veterans protected by VEVRAA and qualified individuals with disabilities, in violation of 41 C.F.R. §60-300.44(f) and 41 C.F.R. §60-741.44(f).

REMEDY: Fort Myer shall undertake appropriate outreach and positive recruitment activities such as those listed in 41 C.F.R. §60-300.44(f) (2) and 41 C.F.R. §60-741.44(f) (2), revised as of March 24, 2014 (78 Fed. Reg. 58682)(Sep. 24, 2013, also online at <http://www.ecfr.gov>) and 41 CFR § 60-741.44(f)(2), revised as of March 24, 2014 (78 Fed. Reg. 58614)(Sep. 24, 2013, also online at <http://www.ecfr.gov>), that are reasonably designed to effectively recruit veterans protected by VEVRAA and qualified individuals with disabilities. It is not contemplated that the contractor will necessarily undertake all the activities listed in Paragraph (f) (2) or that its activities will be limited to those listed. The scope of Fort Myer's efforts shall depend upon all the circumstances, including the Fort Myer's size and resources and the extent to which existing employment practices are adequate. Fort Myer must send written notification of company policy related to its affirmative action efforts to all subcontractors, including subcontracting vendors and suppliers, requesting appropriate action on their part, as required by 41 CFR § 60-

300.44(f)(1)(ii) and 41 CFR § 60-741.44(f)(1)(ii). Fort Myer shall, on an annual basis, review the outreach and recruitment efforts it has taken over the previous twelve months to evaluate their effectiveness in identifying and recruiting veterans protected by VEVRAA and qualified individuals with disabilities. Fort Myer shall solicit the assistance and support of at the least following organizations by sending their job vacancy announcements to:

Andrews Air Force Base
316 FSS/FSFR
1191 Menoher Drive
Andrews Air Force Base, Maryland 20762
Phone: (301) 981-7087
Contact: Ms. Dottie Mazeross, Transition Assistance Program Manager

Bolling Air Force Base
20 McDill Boulevard
Bolling Air Force Base, DC 20032
Phone: (202) 767-0450
Contact: Ms. Margarita Mason, Transition Assistance Program Manager

D.C. Department on Disability Services
1125 15th Street, N.W.
Washington, DC 20005
Phone: (202) 730-1700
Contact: Ms. Cathy Anderson, Director of DDA

National Council on Disability
1331 F Street, N.W., Suite 850
Washington, DC 20004
Phone: (202) 272-3113
Contact: Ms. Sylvia Menifee, Director of Administration

22. **VIOLATION:** Fort Myer failed to list all employment openings with the appropriate employment service delivery system where the opening occurs, including the state workforce agency job bank or local employment service delivery system, in violation of 41 C.F.R. §60-300.5(a) 2-6.

REMEDY: Fort Myer shall list all employment openings, as they occur, with the appropriate employment service delivery system where the openings occur, in a manner and format the appropriate employment delivery service permits that will allow it to provide priority referrals of veterans protected by VEVRAA for that job vacancy to the contractor including the state workforce agency job bank or local employment service delivery system as required by 41 CFR § 60-300.5(a)2-6. Specifically, Fort Myer must list all of its employment openings, as that term is defined at 40 CFR § 60-300.5(a)6, with at least the following employment service offices, advise the employment service delivery system that it is a federal contractor that desires priority referrals of veterans for job vacancies at all locations within the state, and provide the employment service

delivery system with the name and location of each hiring location within the state and the contact information for the contractor responsible for hiring at each location:

DC Works! One-Stop Career Center
4058 Minnesota Avenue, N.E.
Washington, DC 20019
Phone: (202) 724-2337
Contact: Mr. Hugh Bailey, Associate Director

PART IV: REPORTING REQUIREMENTS

Fort Myer agrees to furnish OFCCP with five (5) progress reports. Fort Myer will send each report to the following address:

U.S. Department of Labor
Office of Federal Contract Compliance Programs
Attention: Tom G. Wells, District Director
1 Hopkins Plaza
Suite 600
Baltimore, MD 21201

The first report will be due within 240 days of the effective date of the conciliation and will include:

1. Documentation of monetary relief provided to all General Laborer-Compensation, Skilled Laborer-Compensation, Female Laborer, African-American Laborer, and Terminated Skilled Laborer Class Members (collectively, "Class Members") as specified in the Remedies to Violation Nos. 1, 2, 3, 4 and 5. The documentation shall include copies of all signed "Information Verification and Employment Interest Forms," "Release of Claims Under Executive Order 11246," and canceled checks disbursed by Fort Myer to Class Members, or other equivalent documentation verifying that all eligible Class Members were paid.
2. The name and contact information of the third party that will evaluate, and if necessary develop and improve, Fort Myer's equal employment opportunity and anti-harassment policies, procedures, and practices; conduct training for Fort Myer's workforce; and serve as Ombudsman for the purpose of receiving and investigating all complaints of harassment, intimidation, threats retaliation, or coercion against employees. Additionally, Fort Myer will provide documentation of the costs spent to date to retain the third party.
3. A copy of Fort Myer's corporate wide zero tolerance EEO policy, including the effective date(s) of such policy.
4. A copy of Fort Myer's anti-harassment policy, including the effective date(s) of such policy.

5. Documentation that Fort Myer has designated a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out.

The second report will be due July 15, 2015 and will cover the time period of January 01, 2015 through June 30, 2015 and will include:

1. Documentation of all Class Members who were offered and/or hired into Laborer or Skilled Laborer positions. The documentation will include all written job offers extended to Class Members; a list of the names of hired Class Members; a list of the names of Class Members who were offered positions but declined the offer or did not appear for work in accordance with the provisions of this Agreement; and for each Class Member offered a position, sex, race, ethnicity (Hispanic or non-Hispanic), job title, the date of hire or decline of position, the rate of pay, date of termination, if any, and reason;
2. Documentation verifying that Fort Myer provided training in equal employment opportunity to its managers and supervisors who make compensation, selection and termination decisions as required by the Remedy to Violation Nos. 1, 2, 3, 4 and 5 of this Agreement. This documentation will include, but not be limited to: copies of training agendas; documents reflecting the signatures, printed names and positions of those in attendance; resumes or other written descriptions of the qualifications of the person(s) providing the training; and documentation of date(s), duration of the training session(s), copies of purchase orders or other proof of purchase and payment for the training; documentation showing who provided the training services; and documentation of training provided on particular dates to the managers, supervisors, and employees in attendance.
3. Documentation that Fort Myer provided equal employment opportunity rights and responsibilities training, including maintaining a work environment free of harassment, intimidation, threats and coercion, to all employees including legal prohibitions against discrimination on the basis of sex, race, color, national origin, religion, disability and veteran status, and its commitment to diversity and nondiscrimination, as required by the Remedy for Violation No. 9 in this Conciliation Agreement. This documentation will include, but not be limited to, the following: copies of purchase orders or other proof of purchase and payment for the training; documentation showing who provided the training services; and documentation of training provided on particular date(s) to the managers, supervisors, and employees in attendance.
4. Documentation of any complaints of harassment, intimidation, threats, retaliation, or coercion based on race, color, religion, gender, national origin, disability, or veteran's status made by Fort Myer employees with either Fort Myer or the Ombudsman and all documentation of all actions taken by Fort Myer or the Ombudsman following such complaints to include any interviews or notes taken by Fort Myer officials or the Ombudsman.
5. Documentation of any reports made by the third party to Fort Myer regarding the results of any and all investigations conducted by the Ombudsman following a complaint of

harassment, intimidation, threats retaliation, or coercion based on race, color, religion, gender, national origin, disability, or veteran's status against any Fort Myer employee(s).

6. A description of (a) the ways Fort Myer revised its compensation, selection and termination processes for General Laborer and Skilled Laborer positions, including any revision(s) to Fort Myer's methods for tracking such information, including by race, ethnicity (Hispanic or non-Hispanic), and gender; and (b) the internal audit and reporting systems put into place for monitoring Fort Myer's progress and program effectiveness;
7. A copy of Fort Myer's applicant flow log by trade that captures each applicant's name, race, ethnicity (Hispanic or non-Hispanic) and gender, referral source, job applied for, application date, and if applicable, interview status, interview date, hire date, job title hired into and final disposition. For all applicants not selected, identify the reason for non-selection;
8. A copy of Fort Myer's new hire log by trade identifying name, race, ethnicity (Hispanic or non-Hispanic) and gender, job title hired into, starting pay rate and date of hire;
9. A copy of Fort Myer's termination log by trade that captures all terminations for the Skilled Laborer positions during the reporting period specified above, including name, race, ethnicity (Hispanic or non-Hispanic), gender, job title, date of hire, date of termination and reason for termination;
10. Copies of all certified payroll records for all Federal or federally-assisted projects in the covered area for the identified period.
11. A complete employee roster in Microsoft Excel broken down by name, ID, race, ethnicity (Hispanic or non-Hispanic), gender, job title, hire date, termination date, and hourly rate.
12. Copies of voluntary self-identification sheets that supports data is being maintained for all selections, as required by the Remedy to Violation No. 6;
13. Copies of the hiring and termination impact ratio analyses for the General Laborer and Skilled Laborer positions conducted for the reporting period specified above. If statistically significant adverse impact exists as that term is defined and described in 41 CFR 60-3.4(D), Fort Myer will include a detailed description of any actions taken by Fort Myer to address the adverse impact found in its review.

The third report will be due January 15, 2016 and will cover the time period of July 01, 2015 through December 31, 2015 and will include:

14. The documentation described above for Item No. 1 above in the second progress report with respect to any additional Class Members offered or hired into a position pursuant to this agreement;
15. The documentation described above for Item Nos. 4 through 13 above in the second progress report;

The fourth report will be due July 15, 2016 and will cover the time period of January 1, 2016 through June 30, 2016 and will include:

16. The documentation described above for Item No. 1 above in the second progress report with respect to any additional Class Members offered or hired into a position pursuant to this agreement;
17. The documentation described above for Item Nos. 4 through 13 above in the second progress report;

The fifth report will be due January 15, 2017 and will cover the time period of July 1, 2016 through December 31, 2016 and will include:

18. The documentation described above for Item No. 1 above in the second progress report with respect to any additional Class Members offered or hired into a position pursuant to this agreement;
19. The documentation described above for Item Nos. 4 through 13 above in the second progress report;

The second through fifth reports shall also include:

20. Documentation that Fort Myer developed and maintained a current list of minority and female recruitment sources, and notified in writing minority and female recruitment sources and community organizations when Fort Myer had employment opportunities available, and maintained a record of the organizations' responses. The job vacancy announcements sent by Fort Myer to the recruitment sources will clearly state:
 - A. Fort Myer's contact information, including the contact person's name and his/her telephone number and/or e-mail address, etc.;
 - B. That minority and female referrals are sought for construction trade careers;
 - C. The type of trade and number of job vacancies available;
 - D. The deadline for submission of applications/referrals.
21. Documentation of all letters to and from the unions, minutes of meetings, etc. related to the company's efforts to comply with its EEO obligations.
22. Written record of employees' participation in training programs, including those that are approved or funded by the Department of Labor's Bureau of Apprenticeship and Training
23. Documentation that Fort Myer included its EEO policy in any policy manual or collective bargaining agreement; publicized it in the company documents and newsletters; reviewed the policy with all management personnel and with all minority and female employees at least once a year; and posted the company's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

24. Written records of meetings held with supervisory personnel when the company reviews its EEO policy and affirmative action obligations at least annually. This record will identify the time and place of the meeting, persons attending, subject discussed, and disposition of subject matter.
25. Documentation that Fort Myer reviewed, at current work sites and prior to the initiation of construction work at future job sites, its EEO policy and affirmative action obligations with all employees having responsibilities to recommend and implement personnel actions, advising them of their obligations to support and carry out the policy. Fort Myer will maintain written records, which identify time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter. The EEO/AA reviews will be conducted at least annually.
26. Documentation that Fort Myer directed its recruitment efforts, both oral and written, to minority and female community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving Fort Myer's recruitment area and employment needs, no later than one month prior to the date for the acceptance of applications. This documentation should include written notification to those organizations identified under the Remedy to Violation No. 15, describing the openings, screening procedures, and tests to be used in the selection process if applicable. Records should specify the date of the contact, the individual contacted, results of the contact, and any follow-up efforts.
27. Copies of memos indicating contacts (both written and oral) with minority and female employees requesting their assistance in recruiting other women. If providing after-school, summer and vacation employment to female youth, provide documentation of this.
28. Written records (memoranda, letters, personnel files, etc.) showing promotional opportunities for minorities and females are reviewed annually, as well as documentation that the participation of minorities and females in promotional opportunities is encouraged.
29. Documentation that Fort Myer developed and implemented a system to ensure that seniority practices, job classifications, work assignments and other employment practices do not have a discriminatory effect by continually recording and monitoring the same.
30. Documentation of solicitations for subcontractors from minority and female subcontractors and suppliers. In addition, a list of subcontracts that have been awarded to minority and female contractors or suppliers, showing the dollar amounts involved.
31. Copies of memoranda, letters, reports, and minutes of meetings or interviews with supervisors and management personnel about their employment practices as they relate to the company's EEO policy and affirmative action obligations.
32. Documentation of Fort Myer's external dissemination of policy, outreach, and positive recruitment, including written notification of company policy related to its affirmative

action efforts to all subcontractors, including subcontracting vendors and suppliers, requesting appropriate action on their part; documentation that Fort Myer sent job vacancy announcements to recruitment sources for protected veterans and/or qualified individuals with disabilities; a current list of recruitment sources and any written notification regarding employment opportunities sent to recruitment sources and community organizations; the list of applicants referred from such recruitment source including their race, gender, veteran status, and disability status; the disposition of that applicant including the stage of the selection process where the disposition occurred and, if hired, the recruitment source that referred the applicant, the job title, hire date and wage rate. Written notification of company policy related to its affirmative action efforts to all subcontractors, including subcontracting vendors and suppliers, requesting appropriate action on their part. Documentation that Fort Myer, on an annual basis, reviewed the outreach and recruitment efforts it has taken over the previous twelve months to evaluate their effectiveness in identifying and recruiting qualified protected veterans and qualified individuals with disabilities, including the date of the review and any actions taken as a result of that review.

33. Documentation that Fort Myer listed all employment openings with the appropriate employment service delivery system where the opening occurs. Documentation should include a copy of the job vacancy listing, information about the job vacancy that demonstrates the Fort Myer advised the employment service that it is a Federal contractor and provided the name and location of each hiring location within the state; the contact information for the contractor official responsible for hiring at each location; documentation that Fort Myer requested priority referral of veterans protected by VEVRAA; the list of applicants referred and their veteran status; the disposition of that applicant including the stage of the selection process where the disposition occurred and, if hired, the hire date and the wage rate.

This Conciliation Agreement will remain in full force and effect until sixty (60) days following Fort Myer's submission of the final report, or until such time as OFCCP has deemed that Fort Myer has met all conditions of this Agreement. The date of signature by the OFCCP Regional Director will constitute the effective date of this Agreement.

PART V: SIGNATURES

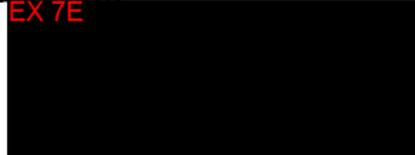
This Conciliation Agreement is hereby executed by and between the U.S. Department of Labor/Office of Federal Contract Compliance Programs and Fort Myer Construction Corporation, 2237 33rd Street, N.E., Washington, DC 20018

EX 7E


JOSE RODRIGUEZ
President
Fort Myer Construction Corporation
Washington, DC 20018

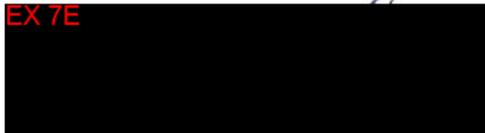
Date: 8-13-14

EX 7E


LEWIS F. SHRENSKY
Executive Vice President
Fort Myer Construction Corporation
Washington, DC 20018

Date: 8-13-14

EX 7E


MICHELE HODGE
Regional Director
U.S. Department of Labor/OFCCP
Mid-Atlantic Regional Office
Philadelphia, PA 19106

Date: 9-16-14

ATTACHMENT 1A

GENERAL LABORER--COMPENSATION CLASS MEMBERS

No.	Name
1	EX 7E
2	[REDACTED]
3	[REDACTED]
4	[REDACTED]
5	[REDACTED]
6	[REDACTED]
7	[REDACTED]
8	[REDACTED]
9	[REDACTED]
10	[REDACTED]
11	[REDACTED]
12	[REDACTED]
13	[REDACTED]
14	[REDACTED]
15	[REDACTED]

ATTACHMENT 1B

NOTICE TO AFFECTED CLASS

Dear Mr./Ms. :

Fort Myer Construction Corporation ("Contractor") and the U.S. Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to remedy the violations of Executive Order 11246 ("E.O. 11246"), Section 503 of the Rehabilitation Act ("Section 503"), and the Vietnam Era Veterans' Readjustment Assistance Act ("VEVRAA") that OFCCP found during a compliance review of Fort Myer's construction projects in the Washington, D.C. MSA. OFCCP's analysis showed that between January 1, 2010 and December 31, 2010, Fort Myer paid African-American employees in general laborer positions significantly less per year than Hispanics with the same job in the same MSA. Fort Myer has not admitted to any violation of E.O. 11246, Section 503, and/or VEVRAA, and there has not been any adjudicated finding that Fort Myer violated any laws. OFCCP and Fort Myer entered into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as one of the individuals who worked as a general laborer. Under the Agreement, you may be eligible to receive a payment of at least **EX 7E** (less deductions required by law). Under the terms of the Agreement it may take up to five months from the date of this letter before you receive your payment. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification Form. This form should be mailed as soon as possible; it *must* be postmarked to the address below no later than thirty (30) days after the date this Notice was delivered, as evidenced by the return receipt, for you to be entitled to participate in this settlement:

*Mr. Mike Caro
Director of Human Resources
Fort Myer Construction Corporation
2237 33rd Street, N.E.
Washington, DC 20018*

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification Form.

If you have any questions you may call Mike Caro at Fort Myer at (202) 636-9535, ext. 2404, or OFCCP District Director Tom Wells at (844) 438-0272. Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO FORT MYER WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS DELIVERED, AS EVIDENCED BY THE RETURN RECEIPT, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

Sincerely,

Mike Caro
Director of Human Resources

Enclosures: Information Verification Form

Release of Claims Under Executive Order 11246

ATTACHMENT 1C

INFORMATION VERIFICATION FORM

You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement ("Agreement") between Fort Myer Construction Corporation ("Contractor") and the U.S. Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Address: _____

Telephone Nos.: Home _____ Cell _____ Work _____

Notify Fort Myer at the address below if your address or phone number changes within the next twelve months.

Your Social Security Number (to be used for tax purposes only): _____ - _____ - _____

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

Caucasian African-American Hispanic Asian Native American

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW WITHIN THIRTY (30) DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS DELIVERED, AS EVIDENCED BY THE RETURN RECEIPT, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

*Mr. Mike Caro
Director of Human Resources
Fort Myer Construction Corporation
2237 33rd Street, N.E.
Washington, DC 20018*

I, (print name) _____, certify the above is true and correct.

Signature

Date

ATTACHMENT 1D

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 Fort Myer Construction Corporation ("Contractor") paying you money, you agree that you will not file any lawsuit against Fort Myer for allegedly violating Executive Order 11246 in its compensation of African-American employees in general laborer positions. It also says that Fort Myer 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 **EX 7E** (less deductions required by law) by Fort Myer to me, which I agree is acceptable, I _____ agree to the following:
print name

I.

I hereby waive, release and forever discharge Fort Myer, 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 compensation as a general laborer on the basis of my race at any time prior to the date of my signature on this Release.

II.

I understand that Fort Myer denies that it treated me unlawfully or unfairly in any way and that Fort Myer 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 alleged disparities in compensation and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP January 4, 2011. I further agree that the payment of the aforesaid sum by Fort Myer to me is not to be construed as an admission of any liability by Fort Myer.

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 Fort Myer WITHIN THIRTY (30) DAYS OF THE DATE THE ENVELOPE CONTAINING THIS RELEASE WAS DELIVERED, as evidenced by the return receipt, I will not be entitled to receive any payment (less deductions required by law) from Fort Myer.

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

_____, 20__.

Signature

ATTACHMENT 2A

**SKILLED LABORER—COMPENSATION CLASS MEMBERS
(AFRICAN-AMERICANS)**

No.	Name
1	EX 7E
2	
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29	

ATTACHMENT 2B—AFRICAN-AMERICAN

NOTICE TO AFFECTED CLASS

Dear Mr./Ms. :

Fort Myer Construction Corporation (“Contractor”) and the U.S. Department of Labor’s Office of Federal Contract Compliance Programs (“OFCCP”) have entered into a Conciliation Agreement (“Agreement”) to remedy the violations of Executive Order 11246 (“E.O. 11246”), Section 503 of the Rehabilitation Act (“Section 503”), and the Vietnam Era Veterans’ Readjustment Assistance Act (“VEVRAA”) that OFCCP found during a compliance review of Fort Myer’s construction projects in the Washington, D.C. MSA. OFCCP’s analysis showed that between January 1, 2010 and December 31, 2010, Fort Myer paid African-American and Hispanic employees in skilled laborer positions significantly less per year than Whites with the same job in the same MSA. Fort Myer has not admitted to any violation of E.O. 11246, Section 503, and/or VEVRAA, and there has not been any adjudicated finding that Fort Myer violated any laws. OFCCP and Fort Myer entered into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as one of the individuals who worked as a skilled laborer. Under the Agreement, you may be eligible to receive a payment of at least EX 7E (less deductions required by law). Under the terms of the Agreement it may take up to five months from the date of this letter before you receive your payment. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification Form. This form should be mailed as soon as possible; it *must* be postmarked to the address below no later than thirty (30) days after the date this Notice was mailed out (postmarked) for you to be entitled to participate in this settlement:

*Mr. Mike Caro
Director of Human Resources
Fort Myer Construction Corporation
2237 33rd Street, N.E.
Washington, DC 20018*

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification Form.

If you have any questions you may call Mike Caro at Fort Myer at (202) 636-9535, ext. 2404, or OFCCP Compliance Officer Nichole Wilder-Fenwick at (410) 962-6480. Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO FORT MYER WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

Sincerely,

Mike Caro
Director of Human Resources

Enclosures: Information Verification Form

Release of Claims Under Executive Order 11246

ATTACHMENT 2B--HISPANIC

NOTICE TO AFFECTED CLASS

Dear Mr./Ms. :

Fort Myer Construction Corporation ("Contractor") and the U.S. Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to remedy the violations of Executive Order 11246 ("E.O. 11246"), Section 503 of the Rehabilitation Act ("Section 503"), and the Vietnam Era Veterans' Readjustment Assistance Act ("VEVRAA") that OFCCP found during a compliance review of Fort Myer's construction projects in the Washington, D.C. MSA. OFCCP's analysis showed that between January 1, 2010 and December 31, 2010, Fort Myer paid African-American and Hispanic employees in skilled laborer positions significantly less per year than Whites with the same job in the same MSA. Fort Myer has not admitted to any violation of E.O. 11246, Section 503, and/or VEVRAA, and there has not been any adjudicated finding that Fort Myer violated any laws. OFCCP and Fort Myer entered into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as one of the individuals who worked as a skilled laborer. Under the Agreement, you may be eligible to receive a payment of at least **EX 7E** (less deductions required by law). Under the terms of the Agreement it may take up to five months from the date of this letter before you receive your payment. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification Form. This form should be mailed as soon as possible; it *must* be postmarked to the address below no later than thirty (30) days after the date this Notice was mailed out (postmarked) for you to be entitled to participate in this settlement:

*Mr. Mike Caro
Director of Human Resources
Fort Myer Construction Corporation
2237 33rd Street, N.E.
Washington, DC 20018*

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification Form.

If you have any questions you may call Mike Caro at Fort Myer at (202) 636-9535, ext. 2404, or OFCCP Compliance Officer Nichole Wilder-Fenwick at (410) 962-6480. Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO FORT MYER WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

Sincerely,

Mike Caro
Director of Human Resources

Enclosures: Information Verification Form

Release of Claims Under Executive Order 11246

ATTACHMENT 2C

INFORMATION VERIFICATION FORM

You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement ("Agreement") between Fort Myer Construction Corporation ("Contractor") and the U.S. Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Address: _____

Telephone Nos.: Home _____ Cell _____ Work _____

Notify Fort Myer at the address below if your address or phone number changes within the next twelve months.

Your Social Security Number (to be used for tax purposes only): _____ - _____ - _____

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

Caucasian African-American Hispanic Asian Native American

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW WITHIN THIRTY (30) DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS DELIVERED, AS EVIDENCED BY THE RETURN RECEIPT, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

*Mr. Mike Caro
Director of Human Resources
Fort Myer Construction Corporation
2237 33rd Street, N.E.
Washington, DC 20018*

I, (print name) _____, certify the above is true and correct.

Signature

Date

ATTACHMENT 2D—AFRICAN-AMERICAN

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 Fort Myer Construction Corporation ("Contractor") paying you money, you agree that you will not file any lawsuit against Fort Myer for allegedly violating Executive Order 11246 in its compensation of African-American and Hispanic employees in skilled laborer positions. It also says that Fort Myer 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 EX 7E (less deductions required by law) by Fort Myer to me, which I agree is acceptable, I _____ agree to the following:
print name

I.

I hereby waive, release and forever discharge Fort Myer, 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 compensation as a skilled laborer on the basis of my race or ethnicity at any time prior to the date of my signature on this Release.

II.

I understand that Fort Myer denies that it treated me unlawfully or unfairly in any way and that Fort Myer 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 alleged disparities in compensation and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP January 4, 2011. I further agree that the payment of the aforesaid sum by Fort Myer to me is not to be construed as an admission of any liability by Fort Myer.

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 Fort Myer within thirty (30) days of the date the envelope containing this release was postmarked, I will not be entitled to receive any payment (less deductions required by law) from Fort Myer.

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

Signature

ATTACHMENT 2D—HISPANIC

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 Fort Myer Construction Corporation ("Contractor") paying you money, you agree that you will not file any lawsuit against Fort Myer for allegedly violating Executive Order 11246 in its compensation of African-American and Hispanic employees in skilled laborer positions. It also says that Fort Myer 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 **EX 7E** (less deductions required by law) by Fort Myer to me, which I agree is acceptable, I _____ agree to the following:
print name

I.

I hereby waive, release and forever discharge Fort Myer, 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 compensation as a skilled laborer on the basis of my race or ethnicity at any time prior to the date of my signature on this Release.

II.

I understand that Fort Myer denies that it treated me unlawfully or unfairly in any way and that Fort Myer 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 alleged disparities in compensation and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP January 4, 2011. I further agree that the payment of the aforesaid sum by Fort Myer to me is not to be construed as an admission of any liability by Fort Myer.

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 Fort Myer within thirty (30) days of the date the envelope containing this release was postmarked, I will not be entitled to receive any payment (less deductions required by law) from Fort Myer.

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

_____, 20__.

Signature

ATTACHMENT 3A

FEMALE LABORER CLASS MEMBERS

No.	Name	Date of Application
1	EX 7E	05/08/2010
2		03/10/2010
3		11/04/2010
4		09/07/2010
5		07/25/2010
6		07/30/2010
7		05/19/2010
8		07/15/2010
9		11/01/2010
10		05/02/2010
11		03/08/2010
12		04/19/2010
13		08/27/2010
14		06/29/2010
15		09/20/2010
16		03/19/2010
17		08/26/2010
18		05/07/2010
19		09/17/2010
20		08/24/2010
21		03/29/2010
22		03/12/2010
23		03/15/2010
24		05/11/2010
25		04/26/2010
26		09/24/2010
27		07/31/2010

ATTACHMENT 3B

NOTICE TO AFFECTED CLASS

Dear Ms. :

Fort Myer Construction Corporation ("Contractor") and the U.S. Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to remedy the violations of Executive Order 11246 ("E.O. 11246"), Section 503 of the Rehabilitation Act ("Section 503"), and the Vietnam Era Veterans' Readjustment Assistance Act ("VEVRAA") that OFCCP found during a compliance review of Fort Myer's construction projects in the Washington, D.C. MSA. OFCCP's analysis of Fort Myer's hiring process and selection procedures revealed that during the period of January 1, 2010 through December 31, 2010 ("review period") Fort Myer discriminated against female applicants for laborer positions. OFCCP found that there was a disparity in the hiring of laborers based on gender. Fort Myer has not admitted to any violation of E.O. 11246, Section 503, and/or VEVRAA, and there has not been any adjudicated finding that Fort Myer violated any laws. OFCCP and Fort Myer entered into the Agreement to resolve the matter without resorting to further legal proceedings. You have been identified as an individual who applied for a laborer position during that time period, but were not hired.

As part of this Agreement, you are eligible to receive a distribution of at least **EX 7E** less lawful payroll deductions. Under the terms of this Agreement it may take up to five months from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification and Employment Interest Form. You should complete and mail back the form as soon as possible; it *must* be postmarked to the address below no later than thirty (30) days after the date this Notice was delivered, as evidenced by the return receipt, to be entitled to participate in this settlement:

*Mr. Mike Caro
Director of Human Resources
Fort Myer Construction Corporation
2237 33rd Street, N.E.
Washington, DC 20018*

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification and Employment Interest Form.

In addition to the monetary distribution, Fort Myer will be making job offers for laborer positions to a limited number of individuals receiving this notification. It is not certain that you will receive a job offer. If you are still interested in employment with Fort Myer, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for laborer positions in the order that Fort Myer receives the Information Verification and Employment Interest Form expressing an interest in employment. If you have any questions you may call Mike Caro at Fort Myer at (202) 636-

9535, ext. 2404, or OFCCP District Director Tom Wells (844) 438-0272. Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO FORT MYER WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS DELIVERED, AS EVIDENCED BY THE RETURN RECEIPT, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Sincerely,

Mike Caro
Director of Human Resources

Enclosures: Information Verification and Employment Interest Form

Release of Claims Under Executive Order 11246

ATTACHMENT 3C

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

You must complete this form in order to be eligible for the monetary payment and/or employment opportunities under the terms of the Conciliation Agreement ("Agreement") between Fort Myer Construction Corporation ("Contractor") and the U.S. Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Address: _____

Telephone Nos.: Home _____ Cell _____ Work _____

Notify Fort Myer at the address below if your address or phone number changes within the next twelve months.

Your Social Security Number (to be used for tax purposes only): _____ - _____ - _____

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

Male Female

Please indicate below whether you are currently interested in employment in a laborer position with Fort Myer. If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

Yes, I am still interested in employment with Fort Myer as a laborer.

No, I am not currently interested in employment with Fort Myer as a laborer.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW WITHIN THIRTY (30) DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS DELIVERED, AS EVIDENCED BY THE RETURN RECEIPT, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Mr. Mike Caro
Director of Human Resources
Fort Myer Construction Corporation
2237 33rd Street, N.E.
Washington, DC 20018

I, _____, certify the above is true and correct.
(print name)

Signature

Date

ATTACHMENT 3D

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Fort Myer Construction Corporation ("Contractor") paying you money, you agree that you will not file any lawsuit against Fort Myer for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for laborer positions. It also says that Fort Myer 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 **EX 7E** (less deductions required by law) by Fort Myer to me, which I agree is acceptable, I _____ agree to the following:
print name

I.

I hereby waive, release and forever discharge Fort Myer, 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 laborer on the basis of my gender at any time through the effective date of this Release.

II.

I understand that Fort Myer denies that it treated me unlawfully or unfairly in any way and that Fort Myer 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 alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on January 4, 2011. I further agree that the payment of the aforesaid sum by Fort Myer to me is not to be construed as an admission of any liability by Fort Myer.

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 Fort Myer within thirty (30) days of the date the envelope containing this release was delivered, as evidenced by the return receipt, I will not be entitled to receive any payment (less deductions required by law) from Fort Myer.

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

_____, 20__.

Signature

ATTACHMENT 4A

MINORITY LABORER CLASS MEMBERS

No.	Name	Date of Application
1	EX 7E	07/28/2010
2		04/19/2010
3		04/05/2010
4		05/24/2010
5		03/31/2010
6		11/03/2010
7		03/21/2010
8		05/14/2010
9		05/10/2010
10		07/29/2010
11		04/19/2010
12		04/26/2010
13		09/21/2010
14		11/29/2010
15		08/09/2010
16		10/20/2010
17		06/08/2010
18		11/01/2010
19		07/15/2010
20		06/08/2010
21		04/22/2010
22		09/30/2010
23		03/05/2010
24		05/26/2010
25		04/22/2010
26		03/31/2010
27		07/29/2010
28		08/24/2010
29		03/15/2010
30		08/25/2010
31		07/30/2010
32		07/26/2010
33		07/28/2010
34		01/27/2010
35		03/18/2010
36		07/26//2010
37		05/24/2010
38		06/13/2010
39		06/04/2010

ATTACHMENT 4B

NOTICE TO AFFECTED CLASS

Dear Mr./Ms. :

Fort Myer Construction Corporation ("Contractor") and the U.S. Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to remedy the violations of Executive Order 11246 ("E.O. 11246"), Section 503 of the Rehabilitation Act ("Section 503"), and the Vietnam Era Veterans' Readjustment Assistance Act ("VEVRAA") that OFCCP found during a compliance review of Fort Myer's construction projects in the Washington, D.C. MSA. OFCCP's analysis of Fort Myer's hiring process and selection procedures revealed that during the period of January 1, 2010 through December 31, 2010 ("review period") Fort Myer discriminated against African-American applicants for laborer positions. OFCCP found that there was a disparity in the hiring of laborers based on race. Fort Myer has not admitted to any violation of E.O. 11246, Section 503, and/or VEVRAA, and there has not been any adjudicated finding that Fort Myer violated any laws. OFCCP and Fort Myer entered into the Agreement to resolve the matter without resorting to further legal proceedings. You have been identified as an individual who applied for a laborer position during that time period, but were not hired.

As part of this Agreement, you are eligible to receive a distribution of at least **EX 7E** less lawful payroll deductions. Under the terms of this Agreement it may take up to five months from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification and Employment Interest Form. You should complete and mail back the form as soon as possible; it *must* be postmarked to the address below no later than thirty (30) days after the date this Notice was delivered, as evidenced by the return receipt, to be entitled to participate in this settlement:

*Mr. Mike Caro
Director of Human Resources
Fort Myer Construction Corporation
2237 33rd Street, N.E.
Washington, DC 20018*

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification and Employment Interest Form.

In addition to the monetary distribution, Fort Myer will be making job offers for laborer positions to a limited number of individuals receiving this notification. It is not certain that you will receive a job offer. If you are still interested in employment with Fort Myer, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for laborer positions in the order that Fort Myer receives the Information Verification and Employment Interest Form expressing an interest in employment. If you have any questions you may call Mike Caro at Fort Myer at (202) 636-

9535, ext. 2404, or OFCCP District Director Tom Wells at (844) 438-0272. Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO FORT MYER WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS DELIVERED, AS EVIDENCED BY THE RETURN RECEIPT, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Sincerely,

Mike Caro
Director of Human Resources

Enclosures: Information Verification and Employment Interest Form

Release of Claims Under Executive Order 11246

ATTACHMENT 4C

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

You must complete this form in order to be eligible for the monetary payment and/or employment opportunities under the terms of the Conciliation Agreement ("Agreement") between Fort Myer Construction Corporation ("Contractor") and the U.S. Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Address: _____

Telephone Nos.: Home _____ Cell _____ Work _____

Notify Fort Myer at the address below if your address or phone number changes within the next twelve months.

Your Social Security Number (to be used for tax purposes only): _____ - _____ - _____

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

Caucasian [] African-American [] Hispanic [] Asian [] Native American []

Please indicate below whether you are currently interested in employment in a laborer position with Fort Myer. If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

[] Yes, I am still interested in employment with Fort Myer as a laborer.

[] No, I am not currently interested in employment with Fort Myer as a laborer.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW WITHIN THIRTY (30) DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS DELIVERED, AS EVIDENCED BY THE RETURN RECEIPT, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

***Mr. Mike Caro
Director of Human Resources
Fort Myer Construction Corporation
2237 33rd Street, N.E.
Washington, DC 20018***

I, _____, certify the above is true and correct.
(print name)

Signature

Date

ATTACHMENT 4D

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Fort Myer Construction Corporation ("Contractor") paying you money, you agree that you will not file any lawsuit against Fort Myer for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for laborer positions. It also says that Fort Myer 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 **EX 7E** (less deductions required by law) by Fort Myer to me, which I agree is acceptable, I _____ agree to the following:
print name

I.

I hereby waive, release and forever discharge Fort Myer, 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 laborer on the basis of my race at any time through the effective date of this Release.

II.

I understand that Fort Myer denies that it treated me unlawfully or unfairly in any way and that Fort Myer 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 alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on January 4, 2011. I further agree that the payment of the aforesaid sum by Fort Myer to me is not to be construed as an admission of any liability by Fort Myer.

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 Fort Myer WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS RELEASE WAS DELIVERED; as evidenced by the return receipt, I will not be entitled to receive any payments (less deductions required by law) from Fort Myer.

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

_____, 20__.

Signature

ATTACHMENT 5A

TERMINATED SKILLED LABORER CLASS MEMBERS

No.	Name	Date of Termination
1	EX 7E	08/05/2010
2		12/15/2010
3		06/03/2010
4		08/19/2010
5		05/13/2010
6		01/21/2010
7		09/09/2010
8		12/02/2010

ATTACHMENT 5B

NOTICE TO AFFECTED CLASS

Dear Mr./Ms. :

Fort Myer Construction Corporation ("Contractor") and the U.S. Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to remedy the violations of Executive Order 11246 ("E.O. 11246"), Section 503 of the Rehabilitation Act ("Section 503"), and the Vietnam Era Veterans' Readjustment Assistance Act ("VEVRAA") that OFCCP found during a compliance review of Fort Myer's construction projects in the Washington, D.C. MSA. OFCCP's analysis of Fort Myer's termination process and procedures revealed that during the period of January 1, 2010 through December 31, 2010 ("review period") Fort Myer discriminated against African-American employees in skilled laborer positions. OFCCP found that there was a disparity in the termination of skilled laborers based on race. Fort Myer has not admitted to any violation of E.O. 11246, Section 503, and/or VEVRAA, and there has not been any adjudicated finding that Fort Myer violated any laws. OFCCP and Fort Myer entered into the Agreement to resolve the matter without resorting to further legal proceedings. You have been identified as an individual who was terminated from a skilled laborer position during that time period.

As part of this Agreement, you are eligible to receive a distribution of at least **EX 7E** less lawful payroll deductions. Under the terms of this Agreement it may take up to five months from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification and Employment Interest Form. You should complete and mail back the form as soon as possible; it *must* be postmarked to the address below no later than thirty (30) days after the date this Notice was delivered, as evidenced by the return receipt, to be entitled to participate in this settlement:

*Mr. Mike Caro
Director of Human Resources
Fort Myer Construction Corporation
2237 33rd Street, N.E.
Washington, DC 20018*

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification and Employment Interest Form.

In addition to the monetary distribution, Fort Myer will be making job offers for skilled laborer positions to a limited number of individuals receiving this notification. It is not certain that you will receive a job offer. If you are still interested in employment with Fort Myer, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for skilled laborer positions in the order that Fort Myer receives the Information Verification and Employment Interest Form expressing an interest in employment. If you have any questions you may call Mike Caro at Fort Myer at (202) 636-

9535, ext. 2404, or OFCCP District Director Tom Wells at (844) 438-0272. Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO FORT MYER WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS DELIVERED, AS EVIDENCED BY THE RETURN RECEIPT, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Sincerely,

Mike Caro
Director of Human Resources

Enclosures: Information Verification and Employment Interest Form

Release of Claims Under Executive Order 11246

ATTACHMENT 5C

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

You must complete this form in order to be eligible for the monetary payment and/or employment opportunities under the terms of the Conciliation Agreement ("Agreement") between Fort Myer Construction Corporation ("Contractor") and the U.S. Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Address: _____

Telephone Nos.: Home _____ Cell _____ Work _____

Notify Fort Myer at the address below if your address or phone number changes within the next twelve months.

Your Social Security Number (to be used for tax purposes only): _____ - _____ - _____

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

Caucasian [] African-American [] Hispanic [] Asian [] Native American []

Please indicate below whether you are currently interested in employment in a skilled laborer position with Fort Myer. If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

[] Yes, I am still interested in employment with Fort Myer as a skilled laborer.

[] No, I am not currently interested in employment with Fort Myer as a skilled laborer.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW WITHIN THIRTY (30) DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS DELIVERED, AS EVIDENCED BY THE RETURN RECEIPT, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Mr. Mike Caro
Director of Human Resources
Fort Myer Construction Corporation
2237 33rd Street, N.E.
Washington, DC 20018

I, _____, certify the above is true and correct.
(print name)

Signature

Date

ATTACHMENT 5D

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Fort Myer Construction Corporation ("Contractor") paying you money, you agree that you will not file any lawsuit against Fort Myer for allegedly violating Executive Order 11246 in connection with its termination procedures for employees in skilled laborer positions. It also says that Fort Myer 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 EX 7E (less deductions required by law) by Fort Myer to me, which I agree is acceptable, I _____ agree to the following:
print name

I.

I hereby waive, release and forever discharge Fort Myer, 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 termination of employment from a skilled laborer position on the basis of my race at any time through the effective date of this Release.

II.

I understand that Fort Myer denies that it treated me unlawfully or unfairly in any way and that Fort Myer 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 alleged disparities in terminations and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on January 4, 2011. I further agree that the payment of the aforesaid sum by Fort Myer to me is not to be construed as an admission of any liability by Fort Myer.

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 Fort Myer WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS RELEASE WAS DELIVERED, as evidenced by the return receipt, I will not be entitled to receive any payments (less deductions required by law) from Fort Myer.

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

Signature