

## CONCILIATION AGREEMENT

Between

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

And

GGNSC OMAHA HALLMARK LLC  
D/B/A GOLDEN LIVING CARE OMAHA  
5505 GROVER STREET  
OMAHA, NEBRASKA 68106

And

OMAHA METRO CARE AND REHABILITATION CENTER, LLC  
5505 GROVER STREET  
OMAHA, NEBRASKA 68106

### **PART I. PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated the GGNSC Omaha Hallmark LLC's ("GGNSC") facility located at 5505 Grover Street, Omaha, Nebraska for the period January 1, 2012 through August 31, 2013 and found that GGNSC was not in compliance with the Executive Order 11246, as amended ("E.O. 11246"), and implementing regulations at 41 C.F.R. Section(s) 60-1, 60-2, and 60-3. In October 2016, Omaha Metro Care Rehabilitation Center LLC ("Omaha Metro Care") replaced GGNSC<sup>1</sup> as the facility's operator. OFCCP notified GGNSC of the specific violations found and the corrective actions required in a Notice of Violation issued March 20, 2017. In the interests of resolving the matter without further legal proceedings and in exchange for good and valuable consideration described in this document, OFCCP, GGNSC, and Omaha Metro Care enter this contract ("Conciliation Agreement" or "Agreement") and agree to all the terms stated below.

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<sup>1</sup> The compliance review was initiated with GGNSC. Omaha Metro Care replaced GGNSC as the facility's operator in October 2016, but the Novation Agreement was not executed by July 2017, after the violation set forth in Section III of this Agreement had occurred. GGNSC and Omaha Metro Care are both subject to this Agreement.

**PART II. GENERAL TERMS AND CONDITIONS**

1. In exchange for GGNSC's and Omaha Metro Care's fulfillment of all their respective obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violations described in Part III if GGNSC or Omaha Metro Care violates this Agreement.
2. GGNSC and Omaha Metro Care agree that OFCCP may review their compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Omaha Metro Care will permit access to its premises during normal business hours for these purposes. GGNSC and Omaha Metro Care will provide OFCCP with all reports and documents requested.
3. GGNSC and Omaha Metro Care understand that nothing in this Agreement relieves GGNSC and Omaha Metro Care 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. Omaha Metro Care 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 Midwest 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. In computing any time period specified in this Agreement, every calendar day shall be counted unless otherwise specified herein.

## Conciliation Agreement

GGNSC Omaha Hallmark LLC and Omaha Metro Care and Rehabilitation Center LLC

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10. This Agreement will expire sixty calendar (60) days after Omaha Metro Care submits the final progress report required in Part IV.2 B, below, unless OFCCP notifies Omaha Metro Care or GGNSC in writing prior to the expiration date that that Omaha Metro Care or GGNSC has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Omaha Metro Care and GGNSC have met all of its obligations under the Agreement.

11. If GGNSC or Omaha Metro Care violates this Conciliation Agreement,

A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:

1. If OFCCP believes that GGNSC or Omaha Metro Care violated any term of the Agreement while it was in effect, OFCCP will send the responsible party a written notice stating the alleged violations and summarizing any supporting evidence.
2. GGNSC and/or Omaha Metro Care will have fifteen (15) calendar days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
3. If GGNSC and/or Omaha Metro Care 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. GGNSC or Omaha Metro Care may be subject to the sanctions set forth in Section 209 of the Executive Order and/or other appropriate relief for violation of this Agreement.

12. This Agreement does not constitute an admission by GGNSC or Omaha Metro of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that GGNSC or Omaha Metro violated any laws.

## **PART III. SPECIFIC VIOLATIONS AND REMEDIES**

### **1. ALLEGED HIRING DISCRIMINATION**

#### **A. STATEMENT OF VIOLATION.**

OFCCP alleges that GGNSC was not in compliance with Section 202, Paragraph 1 of Executive Order 11246, as amended, and 41 CFR§ 60-1.4(a)(1) in hiring for the Certified Nursing Assistant (“CNA”) position. The alleged discrimination occurred during the period of January 1, 2012 through August 31, 2013 by failing to afford White and Hispanic applicants equal employment opportunity.

Specifically, OFCCP’s analysis of the applicant and hiring data provided by GGNSC revealed that GGNSC’s selection process had an adverse impact on the hiring of White and Hispanic applicants for CNA positions. Of (b) (7) (E) White applicants, (b) (7) (E) (or (b) (7) (E) of) White applicants were hired, whereas of (b) (7) (E) Black applicants, (b) (7) (E) (or (b) (7) (E) of) Black applicants were hired. This resulted in a hiring shortfall of 13 Whites and a disparity that was statistically significant at (b) (7) (E) standard deviations. Of (b) (7) (E) Hispanic applicants, 1 (or (b) (7) (E) of) Hispanic applicant was hired, whereas of (b) (7) (E) Black applicants, (b) (7) (E) (or (b) (7) (E) of) Black applicants were hired. This resulted in a hiring shortfall of 2 Hispanics and a disparity that was statistically significant at (b) (7) (E) standard deviations.

- B. REMEDY FOR AFFECTED CLASS: (1) GGNSC agrees to: (a) make all reasonable efforts to locate all 149 White and 21 Hispanic Class Members listed in Attachment A and (b) provide all located White and Hispanic Class Members with the make whole remedy, including back pay with interest, described later in this Agreement; (2) Omaha Metro Care agrees to: (a) make reasonable efforts to extend job offers to properly certified and qualified (as defined later in this Agreement in Section III(B)(4)) White and Hispanic Eligible Class Members (as defined later in this Agreement) in CNA positions until one of the following has occurred: 15 Eligible Class Members (13 White from Class Member List 1, and 2 Hispanics from Class Member List 2) are employed, the White and Hispanic Eligible Class Member Lists are exhausted for the respective numeric placements, or the reporting period described in this Agreement (March 1, 2018 through February 28, 2020) has ended without a need for 15 CNA hires; (b) to prevent retaliation, harassment, and any other form of reprisal or adverse action to White and Hispanic Eligible Class Members based on or in relation to the terms of this remedy; and (c) to monitor on a regular basis, at least annually, the selection process for ensuring nondiscrimination.
1. On or before April 17, 2018 GGNSC, through its Settlement Administrator, will notify the White and Hispanic Class Members listed in Attachment A (the “Class Members”) of the terms of this Agreement by First Class Mail. GGNSC’s Settlement Administrator will use the last known address on file for each Class Member or the most current address located by the Settlement Administrator using industry-standard sources. GGNSC’s Settlement Administrator shall include the Notice to Affected Class (Attachment B, hereinafter “Notice”), Information Verification & Employment Interest Form (Attachment C, hereinafter “Interest Form”), Release of Claims Form, (Attachment D, hereinafter “Release”), and postage paid return envelope.

Each Class Member (or her/his legal representative in the event she/he is deceased) shall be instructed to respond by August 15, 2018. Those individuals for whom GGNSC's Settlement Administrator receives a notice from the U.S. Postal Service indicating that the mailed items were undeliverable or should be forwarded to a new mailing address shall be listed by name, address used for mailing, and Social Security Number of record (if available) in a Microsoft Excel report. This report shall be sent to OFCCP, attention Irma Diaz, on or before May 22, 2018.

OFCCP will then attempt to obtain and provide updated addresses to GGNSC's Settlement Administrator on or before June 6, 2018. On or before June 18, 2018, GGNSC's Settlement Administrator will mail, by First Class Mail, a second Notice, Interest Form, Release, and postage- paid return envelope to all individuals for whom updated addresses were provided by the OFCCP, with instructions to respond on or before August 15, 2018.

If a Class Member responds to either the first or second mailing and submits an incomplete response (including, but not limited to, one where a Social Security number was not provided), GGNSC's Settlement Administrator will follow up with that individual to attempt to obtain the missing information. If GGNSC's Settlement Administrator is unable to obtain the missing information, it will provide notification to OFCCP by emailing Compliance Officer (b) (6), (b) (7)(C) @dol.gov. In that email GGNSC's Settlement Administrator, will specify the deficiencies and attach an electronic copy of the incomplete paperwork.

2. Eligibility. The total number of Class Members to receive payment and/or future employment consideration shall consist of those individuals who responded to the first or second mailing and returned signed copies of the Interest Form and unaltered Release postmarked on or before August 15, 2018 and provided all required information; these individuals shall be referred to this Agreement "Eligible Class Member." Any Eligible Class Member indicating an interest in employment will be eligible to be considered for hire for the CNA position. Any Eligible Class Members listed on Attachment A who did not respond by August 15, 2018, or who failed to provide all required information shall not receive any portion of the Settlement Fund or a job offer under this Agreement.

On or before August 30, 2018, GGNSC's Settlement Administrator will provide OFCCP with a list of the Eligible Class Members (individuals who returned the Interest Form and unaltered Release by the postmark deadline). All Eligible Class Members who appear on the final list of Eligible Class Members approved by OFCCP are entitled to an equal share of the Settlement Fund described below regardless of whether they are interested in an offer of employment with Omaha Metro Care. OFCCP will confirm the list of Eligible Class Members by September 14, 2018.

3. Monetary Settlement. In settlement of all claims for back pay, interest and other monetary relief to Eligible Class Members, GGNSC agrees to create a settlement fund of \$125,000.00, as described below, and to distribute the funds in equal shares among all Eligible Class Members on the final approved list, as described below. This amount of \$125,000.00 shall be referred to hereafter as the "Settlement Fund." The Settlement Fund is a negotiated amount that represents back pay and interest less interim earnings, and takes into account the tenure of those persons hired into the CNA positions during the review period.

GGNSC's Settlement Administrator will disburse the Settlement Fund within 30 calendar days after OFCCP approves the final list of Eligible Class Members, October 15, 2018.

For purposes of complying with this Agreement, on or before March 19, 2018, GGNSC shall, through its Settlement Administrator, establish a qualified settlement fund ("QSF") in the amount of \$125,000.00 at a federally-insured bank that is mutually acceptable to the Parties and the Settlement Administrator. The Parties agree that the QSF is intended to be a "Qualified Settlement Fund" and will be administered by the Settlement Administrator as such. With respect to the QSF, the Administrator shall: (1) open and administer the Settlement account in such a manner as to qualify and maintain the qualification of the QSF as a "Qualified Settlement Fund"; (2) calculate, withhold, remit and report each Participating Class Member's share of applicable payroll taxes (including, without limitation, federal, state and local income tax withholding, FICA, Medicare and any state or local employment taxes) (3) for purposes of payment, \$16,250.00 shall be considered interest and the remaining portion shall be considered wages and taxes.

GGNSC's Settlement Administrator shall notify OFCCP on or before March 26, 2018 that these actions are complete. GGNSC's Settlement Administrator shall identify a person who can be contacted in order to obtain the account balance and any other relevant information regarding the status of the settlement distribution.

The interest that accrues on the total Settlement Fund will be included in the distribution to the Eligible Class Members. The interest earned on the Settlement Fund following the Effective Date of this Agreement shall be distributed to those Eligible Class Members.

GGNSC's Settlement Administrator shall distribute the Settlement Fund (including any accrued interest) equally among the Eligible Class Members. This monetary relief is not contingent upon accepting any job offer. On or before October 15, 2018, GGNSC's Settlement Administrator shall send a check via certified mail to each Eligible Class Member representing each such person's pro rata share of the Settlement Fund. After mailing the checks, GGNSC's Settlement Administrator will



provide OFCCP with a Microsoft Excel report containing the certified mail tracking number for each Eligible Class Member or indicate if the check was direct deposited.

For any checks mailed by GGNSC's Settlement Administrator which are returned as undeliverable, the Administrator shall notify OFCCP of this fact within 7 calendar days, via e-mail sent to (b) (6), (b) (7)(C)@dol.gov. OFCCP will have 15 calendar days to attempt to locate updated address information for the Eligible Class Member whose check was returned and, if OFCCP obtains an alternate address in the designated time period, OFCCP will provide the updated address information to the Administrator, who will arrange for the check to be re-mailed, by certified mail, within 15 calendar days of receiving the alternate or corrected address. Any checks that remain uncashed as of January 14, 2019 shall be void. With respect to the uncashed funds, GGNSC's Settlement Administrator will arrange for a second distribution in equal shares to all Eligible Class Members who cashed their check, if the total amount of the undelivered checks would result in a payment of \$20.00 or more to each of those Eligible Class Members. The second distribution of uncashed funds will be mailed no later than January 28, 2019 (if there is a need). If the amount remaining after the first distribution would result in a payment of less than \$20.00 to each Eligible Class Member or if there is any remainder after the second distribution, GGNSC's Settlement Administrator agrees to issue the remainder to Omaha Metro Care to conduct internal EEO training. The Settlement Fund account will close on April 29, 2019, and any outstanding checks will be cancelled at that time.

4. Employment. On or before September 14, 2018, OFCCP will provide Omaha Metro Care with the Priority Employment List for the Eligible Class Members listing individuals in the order of the date their Interest Form and Release were received by GGNSC's Settlement Administrator and confirmed by OFCCP ("Priority Employment List"). For those Eligible Class Members whose Interest Form and Release are received on the same date, the order of priority for that day shall be based on the date of the Eligible Class Members' first original employment applications with GGNSC (if known) or by alphabetical order the Eligible Class Members' last name if the original application date is not known. Any Eligible Class Member who expresses an interest in employment, and is otherwise qualified (as defined herein), will be eligible for future employment consideration for a CNA position at Omaha Metro Care. To be qualified for the purpose of a CNA position at Omaha Metro Care, an Eligible Class Member must (1) meet the terms and conditions set forth in the Omaha Metro Care job description for a CNA, (2) fully complete and submit an employment application, (3) successfully complete a drug screen, (4) successfully complete a background check, (5) successfully complete a reference screen, (6) be available to work the shift that is open at the time of the offer, and (7) be properly certified and in good standing with the state. These are the only job requirements that are to be used by Omaha Metro Care in determining qualifications for employment in the CNA position.

On or before October 1, 2018, Omaha Metro Care shall confirm the Priority Employment List with OFCCP. Any Eligible Class Member who was previously hired by Omaha Metro Care through October 1, 2018 shall not be offered a job pursuant to this Agreement. Along with submission of the Priority Employment List, Omaha Metro Care shall submit to OFCCP documentation of each such Eligible Class Member's previous hire date, start date, job title and termination date, if applicable.

As CNA positions become available, Omaha Metro Care will use the Priority Employment List to make written offers of employment to qualified Eligible Class Members (not currently or previously employed by Omaha Metro Care) who have expressed an interest in employment with Omaha Metro Care. Omaha Metro Care shall send the letter containing each written job offer by certified mail, upon successful completion of all pre-hire conditions set forth in Section III(B)(4). The letter shall instruct the Eligible Class Member to respond, in person or in writing, to the offer within fourteen (14) days after receipt of the offer, or the offer will be withdrawn by Omaha Metro Care. In the event that the certified letter is not claimed within fourteen (14) days of the date of mailing, the offer shall be considered withdrawn fifteen (15) days after the date of mailing. Omaha Metro Care shall continue to make offers of employment using the Priority Employment List until one of the following has occurred: 15 Eligible Class Members (13 White from Class Member List 1, and 2 Hispanics from Class Member List 2) are employed, the White and Hispanic Eligible Class Member Lists are exhausted for the respective numeric placements, or the reporting period described in this Agreement (March 1, 2018 through February 28, 2020) has ended without a need for 15 CNA hires.

The Eligible Class Members hired into a CNA position pursuant to this Agreement must be paid \$11.53/hr. or the current starting wage rate for the CNA position, whichever is higher, and must be provided with the same opportunity to earn overtime and shift differentials as other CNA employees. In addition, all Eligible Class Members hired must receive retroactive seniority as of October 1, 2016 for the purposes of shift preference and job retention.

Omaha Metro Care shall submit as part of its progress reports to OFCCP the reasons for not hiring an Eligible Class Member on the Priority Employment List who received a job offer. Notwithstanding the procedures set forth in this section, if an Eligible Class Member applies for a CNA position and is hired after the effective date of this Agreement, but prior to the OFCCP's final approval of the Eligible Class Member list, that hiring decision will be credited toward satisfaction of Omaha Metro Care's preferential hiring obligation.

#### **PART IV. REPORTS REQUIRED**



Conciliation Agreement

GGNSC Omaha Hallmark LLC and Omaha Metro Care and Rehabilitation Center LLC

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1. GGNSC's Settlement Administrator must submit the documents and reports described below to: Maxine Manus, District Director, Omaha Area Office, 222 South 15th Street, Suite 504B, Omaha, Nebraska 68102.
  - A. Within the prescribed timeframes, GGNSC's Settlement Administrator must submit all documents and information referenced in Part III. B1, B2, B3.
  - B. In addition, GGNSC agrees to submit two (2) Progress Reports covering each six month period this Agreement is in effect. The first Progress Report will be due October 1, 2018 and covers the period of March 1, 2018 through August 31, 2018. The Second Report will be due April 1, 2019 covering the period of September 1, 2018 through February 28, 2019. GGNSC will submit the following in each report, if applicable to the particular reporting period:
    - i. Documentation of monetary payments to all Eligible Class Members as specified in Part III.B3. This documentation must include an appropriate report showing the names of Eligible Class Members who received monetary payments and, for each Eligible Class Member, the number, check amount, and check bank clearance date, and;
    - ii. Copies of the notification letters sent as well as those returned as undeliverable.
2. Omaha Metro Care agrees to submit the documents and reports described below to Maxine Manus, District Director, Omaha Area Office, 222 South 15 Street, Suite 504B, Omaha, Nebraska 68102.
  - A. Within the prescribed timeframes, Omaha Metro Care must submit all documents and information referenced in Part III.B4.
  - B. Omaha Metro Care must submit three (3) Progress Reports covering each six month period this Agreement is in effect. The first Progress Report will be due April 1, 2019, and cover the period of September 1, 2018 through February 28, 2019. The Second Report will be due September 30, 2019, and cover the period of March 1, 2019 through August 31, 2019. The third report will be due March 30, 2020, and will cover the period of September 1, 2019 through February 28, 2020. Omaha Metro Care will submit the following in each report, if applicable to the particular reporting period:
    - i. Documentation of specific hiring activity for Eligible Class Members who were hired into CNA positions in accordance with this Agreement Part III.B.(4), including name, hire date, job title hired into, and rate of pay;

- ii. For Eligible Class Members who were considered for employment but were not hired into CNA positions, Omaha Metro Care will provide the reason for non-placement along with all relevant documentation (e.g. documentation that the Eligible Class Member declined a job offer);
3. GGNSC and Omaha Metro Care will retain all records and data pertinent to the violations resolved by this Agreement and/or used to prepare required reports until this Agreement expires or as long as required by OFCCP's regulations, whichever date occurs later.
4. All dates and deadlines in this Agreement may be modified or extended by written agreement between GGNSC, Omaha Metro Care and the OFCCP. Further, if a deadline in this Agreement falls on a weekend or federal holiday, the deadline shall be deemed automatically extended to the following business day.

This Agreement constitutes full and final settlement and resolution of all issues, actions, causes of action and claims arising, or that could have arisen, out of the OFCCP's Notice of Violation issued on March 20, 2017. Further, this Agreement shall be binding upon the parties as to all issues, actions, causes of actions and claims within the scope of the applicable OFCCP Notice of Violation which have been or could have been advanced by the OFCCP.

OFCCP will respond to all parties via email within thirty (30) calendar days after receipt of each progress report and provide regular status updates as appropriate. If it is determined that an onsite visit is necessary to confirm compliance as described in Part II #2, upon fifteen (15) calendar days written notice, Omaha Metro Care will permit access to its premises during normal business hours for these purposes. Such notice shall be sent via first-class mail and e-mail to counsel for the Omaha Metro Care: Gigi O'Hara, Esq., Kutak Rock LLP, The Omaha Building, 1650 Farnam Street, Omaha, NE 68102, (b) (6), (b) (7)(C)

PART V. SIGNATURES

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

The person signing the Conciliation Agreement on behalf of GGNSC Omaha Hallmark LLC and Omaha Metro Care and Rehabilitation Center LLC personally warrants he/she is fully authorized to do so, that all parties have entered into this Conciliation Agreement voluntarily and with full knowledge of the effect thereof, and that execution of this Agreement is fully binding on GGNSC Hallmark LLC and Omaha Metro Care and Rehabilitation Center LLC. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs, GGNSC Omaha Hallmark LLC, and Omaha Metro Care and Rehabilitation Center LLC.

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

KEITH R. JEWELL  
General Counsel-Labor & Employment Law  
GGNSC Omaha Hallmark LLC

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

JUDY SEALER  
CEO  
Omaha Metro Care and Rehabilitation Center

DATE: 01/31/18

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

BRADLEY A. ANDERSON  
Regional Director  
Midwest Region, OFCCP

DATE: 2/6/2018

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

MAXINE L. MANUS  
District Director  
Omaha Area Office  
Midwest Region, OFCCP

DATE: 2/21/2018

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

WALKER PLANK  
Assistant District Director  
Omaha Area Office  
Midwest Region, OFCCP

DATE: 2/15/18

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

Compliance Officer  
Omaha Area Office  
Midwest Region, OFCCP

DATE: 2/12/18

DATE: 2/12/18

FEB 16 2018

Attachment A – Class Member List

GGNSC Class Members List 1 of 2

White Class Members

#	name-first	name-middle	name-last
1	(b) (6), (b) (7)(C)		
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Attachment A – Class Member List

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Attachment A – Class Member List

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Attachment A – Class Member List

129	(b) (6), (b) (7)(C)
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Attachment A – Class Member List

GGNSC Class Members List 2 of 2

Hispanic Class Members

#	name- first	name- middle	name-last
1	(b) (6), (b) (7)(C)		
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## Attachment B: Notice

**You may be eligible to get money and a job because of a legal settlement between GGNSC Omaha Hallmark LLC and Omaha Metro Care and Rehabilitation Center LLC and the U.S. Department of Labor**

*We are writing to provide information about a legal settlement between the U.S. Department of Labor, GGNSC Omaha Hallmark LLC ("GGNSC"), and Omaha Metro Care and Rehabilitation Center LLC ("Omaha Metro Care") that may benefit you. This settlement involves claims of alleged discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and/or a job with GGNSC and Omaha Metro Care.*

### **ARE YOU AFFECTED?**

White and Hispanic applicants who applied and were not hired for the Certified Nursing Assistant ("CNA") position at GGNSC location between January 1, 2012 through August 31, 2013 are covered by this settlement.

### **WHAT IS THIS SETTLEMENT ABOUT?**

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted a review of GGNSC's hiring practices during January 1, 2012 through August 31, 2013. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP issued a Notice of Violations alleging that GGNSC discriminated against White and Hispanic applicants in hiring for the CNA position during January 1, 2012 through August 31, 2013. GGNSC denies those claims. Ultimately, although GGNSC and Omaha Metro Care disagreed with OFCCP's findings, GGNSC and Omaha Metro Care have agreed to resolve the claims through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a Notice of Violations issued by OFCCP.

### **WHAT DOES THIS MEAN FOR YOU?**

Because you applied for the CNA position during the relevant time frame, and were not hired, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$735.29 (before taxes).**

This payment represents your share of back wages and other payments GGNSC and Omaha Metro Care are making to settle the lawsuit. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.

## Attachment B: Notice

- (2) GGNSC and Omaha Metro Care will be making job offers for the CNA position to some of the individuals receiving this notification. It is not guaranteed that you will receive a job offer. If you are interested in a job with GGNSC and Omaha Metro Care, please express your interest on the enclosed Interest Form.

To get these benefits, you will need to release (give up) certain legal claims, and sign the enclosed Interest and Release forms.

### WHAT IS YOUR NEXT STEP?

You should read this Notice, the Interest and Release forms, and any other information you received from the U.S. Department of Labor or the Settlement Administrator, XXX.

Please do not ignore these documents or throw them away. Otherwise, you could miss an opportunity to receive money and a job with GGNSC and Omaha Metro Care.

To be eligible for a payment and job, you must complete, sign, and return **both** the following enclosed documents, (1) Interest Form and (2) Release of Claims Form by [X date] to: \_\_\_\_\_

*GGNSC Settlement Administrator  
P.O. Box 3614  
Minneapolis, MN 55403-0614*

**The documents must be received by [insert actual date].**

You may receive some or all of these benefits only if these forms confirm that you are one of the individuals covered by the settlement. After correct completion and submission of these documents, a final decision will be made about your eligibility.

**If you fail to return both of the required documents by the deadline or if your documents do not verify your eligibility, you will not be eligible to receive any money, consideration for job opportunities or any other relief provided to you by the settlement.**

### HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact (b) (6), (b) (7)(C) or via e-mail at (b) (6), (b) (7)(C)@dol.gov. You can also visit the U.S. Department of Labor website about this case at [www.dol.gov/ofccp/cml](http://www.dol.gov/ofccp/cml).

Attachment C

## Interest Form – Affected Applicants

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

INSTRUCTIONS FOR FILING AN INTEREST TO BE CONSIDERED FOR MONEY (BACK WAGES) AND/OR A  
JOB OFFER FROM THE SETTLEMENT

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

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

To receive an award such as money or a job offer, you must complete and return this Interest Form and the Release Form (Attachment D), postmarked on or before [*Deadline above*], to

*GGNSC Settlement Administrator  
P.O. Box 3614  
Minneapolis, MN 55403-0614*

If you do not submit a properly completed Interest Form and Release Form on or before [*Deadline above*], then your claim will not be on time and **you will not receive any money from this settlement and you cannot be considered for a job offer.**

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


\*\*\*



## Attachment C

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

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

 * H A R C O D E P R I N T *	«SeqID»
UNIQUE ID: <<ClaimantDahID>> <<ClaimantName>> <<Addr1>> <<Addr2>> <<City>> <<State>> <<ZIP>>	

**Step 1:** Please confirm [or provide] the following contact information to process your payment (print legibly).

Name: \_\_\_\_\_  
Home Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Cell Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Please provide your social security number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
*Your Social Security Number is required in order to process your payment for tax purposes. Your Social Security Number will not be used for any other purpose.*

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

GGNSC Settlement Administrator  
P.O. Box 3614  
Minneapolis, MN 55403-0614  
1-888-755-4589 or email [GGNSCAdministrator@dahladmistration.com](mailto:GGNSCAdministrator@dahladmistration.com)

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

- ☐ Yes, I am still interested in the Certified Nurse Assistant (CNA) position with Omaha Metro Care and Rehabilitation Center LLC at 5505 Grover St., Omaha, Nebraska.
- ☐ No, I am not currently interested in the Certified Nurse Assistant (CNA) position with Omaha Metro Care and Rehabilitation Center LLC at 5505 Grover St., Omaha, Nebraska.
- ☐ I am currently employed by Omaha Metro Care and Rehabilitation Center LLC.

**Step 3:** Sign and return along with the Release Form (Attachment D)

I certify the above as true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Attachment D

### RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

**PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY AND/OR A POTENTIAL JOB OFFER FROM THE SETTLEMENT**

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for GGNSC Omaha Hallmark LLC ("GGNSC") and Omaha Metro Care and Rehabilitation Center LLC ("Omaha Metro Care") providing you with money and/or a potential job offer, you agree that you will not file any lawsuit against either company for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for Certified Nursing Assistant ("CNA") positions. It also says that GGNSC and Omaha Metro Care do not admit they 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 and/or a potential job offer.

In consideration of the payment of at least \$735.29 (less deductions required by law) and/or a potential job offer for a CNA position by GGNSC and Omaha Metro Care to you, which you agree is acceptable, you agree to the following:

#### I.

I hereby waive, release, and forever discharge GGNSC and Omaha Metro Care, their predecessors, successors, related entities, parents, subsidiaries, affiliates, and organizations, and their shareholders, owners, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to its selection procedures for applicants for Certified Nursing Assistant ("CNA") position during the period of January 1, 2012 through August 31, 2013.

#### II.

I understand that GGNSC and Omaha Metro Care deny that they treated me unlawfully or unfairly in any way and that GGNSC and Omaha Metro Care entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment and/or a potential job offer described above to

resolve without further legal proceedings all issues related to OFCCP's compliance reviews of GGNSC and Omaha Metro Care initiated on September 18, 2013. I further agree that the payment of the aforesaid sum and/or a potential job offer by GGNSC and Omaha Metro Care to me is not to be construed as an admission of any liability by GGNSC and Omaha Metro Care.

III.

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

I understand that if I do not sign this Release and return it to Settlement Administrator, OFCCP – GGNSC and Omaha Metro Care, XXX Settlement Administrator XXX such that it is received by [DATE], I will not be entitled to receive any *payment (less deductions required by law) and/or a potential job offer for a CNA position.*

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_