

CONCILIATION AGREEMENT

between

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

and

G&K SERVICES CO.

PART I: PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated G&K Services, Co.'s ("G&K") facility located at 1229 California Avenue, Pittsburg, CA, 94565 (the "Facility") and found that G&K was not in compliance with the Executive Order 11246, as amended ("E.O. 11246"), and its implementing regulations at 41 C.F.R. Sections 60-1, 60-2, and 60-3. OFCCP notified G&K of the specific violations found and the corrective actions required in a NOTICE OF VIOLATIONS issued on July 9, 2014. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and G&K enter this Conciliation Agreement ("Agreement") and agree to all the terms stated below.

PART II: GENERAL TERMS AND CONDITIONS

1. In exchange for G&K's fulfillment of the 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 G&K violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. G&K agrees that OFCCP may review G&K's compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. G&K will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. G&K understands that nothing in this Agreement relieves G&K of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended ("Section 503"), the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended ("VEVRAA"), their implementing regulations, and other applicable equal employment laws.

4. G&K 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 Pacific 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 G&K submits the final progress report required in Part IV (D) below, unless OFCCP notifies G&K in writing prior to the expiration date that G&K has not fulfilled all of its obligations under the Agreement, in which case the Agreement will be automatically extended until the date that OFCCP determines G&K has met all of its obligations under the Agreement.
10. If G&K violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that G&K violated any term of the Agreement while it was in effect, OFCCP will send G&K a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) G&K 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 G&K is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately (or, as applicable, after the 15-day period referenced immediately above) 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. G&K may be subject to the sanctions set forth in Section 209 of the Executive Order and/or other appropriate relief for violation of this Agreement.
11. This Agreement does not constitute an admission by G&K of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that G&K violated any laws.
12. Any time an action or deadline referenced herein falls on a weekend or federal holiday, performance thereof shall be the next business day.

PART III: SPECIFIC VIOLATIONS AND REMEDIES

1. Failure to Provide Equal Employment Opportunity

A. STATEMENT OF VIOLATION

OFCCP found that G&K was not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 C.F.R. § 60-1.4(a)(1). OFCCP's analysis of G&K's hiring process and selection procedures revealed that during the period of July 1, 2010 through June 30, 2011 G&K failed to provide equal employment opportunity for Black and White applicants for the General Labor job group. OFCCP found that there was a statistically significant disparity in the hiring for General Labor positions based on race.

B. OFCCP'S SPECIFIC FINDINGS

During the review period of July 1, 2010 through June 30, 2011, G&K failed to provide equal employment opportunity for White and Black applicants in its hiring process in its General Labor job group in violation of 41 CFR §60-1.4(a). Specifically, during the review period, G&K hired 7e White and 7e Black applicants in the General Labor job group out of a pool of 7e White and 7e Black qualified applicants. During the review period of July 1, 2010 through June 30, 2011, G&K hired 7e Hispanics out of a pool of 7e qualified Hispanic applicants. The difference in selection is statistically significant with greater than two standard deviations.

Based upon the examination of personnel records, employment data, the interviews of managers, employees and rejected applicants as well as other evidence gathered during the investigation period, G&K selected Hispanic applicants for General Labor job openings at a rate that was statistically significantly greater than their White or Black counterparts, who met the qualifications and were shown to be as qualified as the Hispanic applicants G&K hired during the same period. Based thereon, the OFCCP determined that G&K failed to provide equal employment opportunity for White and

Black applicants. By entering into this Agreement, G&K has not admitted nor has there been an adjudicated finding that G&K violated any laws. G&K has entered into this Agreement to resolve alleged disparities in selecting applicants and to resolve the matter without further legal proceedings.

C. REMEDY FOR AFFECTED APPLICANTS

G&K must agree to provide “make-whole relief” to all identified victims of discrimination listed in Attachment A, as follows: (1) back pay plus quarterly compounded interest at the IRS underpayment rate; (2) bona-fide offers of employment; (3) retroactive seniority, and (4) if hired, any and all employment benefits they are entitled to as a new employee in a General Labor position.

- 1) Notice. Within 30 calendar days after the Effective Date, G&K must notify the Black and White applicants (“Affected Applicant” or “AA”) in Attachment 1 of the terms of this Agreement by mailing by return-receipt, certified mail to each AA – a Notice (Attachment 2, “Notice”), an Information Verification & Employment Interest Form (Attachment 3, “Interest Form”), a Release of Claims (Attachment 4 “Release”), an Employment Application, the form of which shall be G&K’s standard form, and a postage paid return envelope. AAs must return the completed Interest Form, Release, and, if appropriate, Employment Application, to G&K within 30 days of receipt of the Notice or, as applicable, the second Notice referenced below, or forfeit any consideration for back pay or a job offer. After the initial 30 day response period referenced above expires, G&K will promptly, but, in any event, within ten (10) days, notify OFCCP of any AAs who have not responded. OFCCP will have an additional 15 days from the receipt of such notice to find the missing AAs and to provide contact information to G&K of those AAs it was able to find. Within seven days of receipt of OFCCP’s list, G&K will notify the newly located AAs and mail to each (in the manner referenced above) an Interest Form, Release, Employment Application, and postage paid return envelope. Each newly located AA will have 30 days after receipt of the second notification letter to respond.
- 2) Eligibility. All AAs who sign and return the completed Interest Form and Release to G&K within 30 days of receipt of the materials referenced above (“Eligible AAs”) will receive a share of the monetary settlement. If an Eligible AA also indicated an interest in employment and returned the completed Employment Application, he or she will be eligible to be considered for a job pursuant to this Agreement. Any AAs whom G&K and OFCCP are unable to locate will be excluded from the AAs. For those AAs who were located in either mailing but fail to respond to G&K within 30 days of receipt of the materials referenced above, the lack of response will be deemed to constitute a rejection of the monetary settlement and employment set forth in paragraphs (4) and (5).

Within five days after the final response deadline, G&K will provide OFCCP with a list of the Eligible AAs. Within five days after receiving the list, OFCCP will approve the final list of Eligible AAs or discuss with G&K any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

All Eligible AAs are entitled to their share of the monetary settlement regardless of whether they are interested in employment with G&K.

- 3) Monetary Settlement. G&K agrees to distribute \$30,260.91 (\$28,730.50 in back pay and \$1,530.41 in interest) for White Eligible AAs and \$43,783.23 (\$41,515.33 in back pay and \$2,222.90 in interest) for Black Eligible AAs, less legal deductions required by law from back pay only (such as federal, state and/or local taxes and the Eligible AAs share of FICA taxes), in equal shares among all Eligible AAs on the final approved list. Such payment will constitute full and final settlement of all financial claims related to this violation. G&K will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail each Eligible AA an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. G&K will disburse the monetary settlement within 20 calendar days after OFCCP approves the final list of Eligible AAs.

Within 5 calendar days of G&K's receipt of a check to an Eligible AA returned as undeliverable, G&K will notify OFCCP of this fact via e-mail sent to Hea Jung Atkins (atkins.heajung@dol.gov) and [7e\[REDACTED\]@dol.gov](mailto:7e[REDACTED]@dol.gov). OFCCP will attempt to locate the Eligible AA and if OFCCP obtains an alternate address, G&K will re-mail the check within 5 calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible AA will be void. With respect to any uncashed funds, G&K will make a second distribution to all Eligible AAs who cashed their first check, provided that if the total amount of uncashed funds would result in a payment of less than \$20.00 to each Eligible AA who cashed the first disbursement check, G&K will use those uncashed funds to provide training in equal employment opportunity to its personnel in addition to the training it is obligated to provide concerning the Revised Hiring Process (as defined below) described in section D.

- 4) Employment. As General Labor 1 hiring opportunities become available, G&K will consider qualified Eligible AAs not currently employed by G&K who expressed an interest in employment with G&K by completing both the Interest Form and Employment Application until five-Eligible AAs are hired as General Labor 1 or until the list of Eligible AAs having appropriately expressed an interest in employment is exhausted, whichever occurs first. Eligible AAs will be considered in the order that G&K receives their completed Interest Forms and Employment Applications. If G&K receives more than one response on any given day, those Eligible AAs will be considered for employment based on the date of their application during the review period of July 1, 2010 through June 30, 2011. If G&K is not able to hire five- Eligible AAs or exhaust the list of Eligible AAs

appropriately expressing an interest in employment within 24 months of the OFCCP's approval of the final Eligible AA list, OFCCP may extend the term of this Agreement for up to 3 months or until G&K satisfies its hiring requirement(s), whichever occurs first.

G&K agrees to allow Eligible AAs to whom a job offer is made, five days in which to accept or decline the job offer. Eligible AAs who accept a job offer will be given 14 days to report to work. The Eligible AAs hired into General Labor 1 pursuant to this Agreement must be paid the current wage rate for the General Labor 1 hired into and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other General Labor 1 employees. In addition, all Eligible AAs hired must receive retroactive seniority using the date of July 14, 2010 as their hire date for all purposes, including job retention, job bidding and benefits.

D. NON-MONETARY REMEDIES

G&K will ensure that all applicants are afforded equal employment opportunities. G&K agrees to continue to implement the corrective actions that are detailed below at the Facility.

1) Revised Hiring Process

- a) Eliminate Discriminatory Selection Procedures: G&K agrees to immediately cease use of any discriminatory selection procedures, including any referral method that creates a barrier to equal employment opportunity. G&K agrees to comply with all OFCCP regulations concerning selection procedures, including 41 C.F.R. Part 60-3. G&K will not use any selection procedure that has an adverse impact, as defined in 41 C.F.R. § 3.4D, on applicants of a particular race unless it properly validates the procedure pursuant to these regulations.
- b) Review and Revisions Required: G&K has previously revised the practices, policies and procedures it uses to select applicants for General Labor positions (hereinafter "Revised Hiring Process"). The Revised Hiring Process contains at least the following:
 - Procedures to recruit applicants for General Labor 1, 2, and 3 positions, including mandatory postings, outreach efforts, and the use of the Internet as a recruitment procedure.
 - The qualifications and criteria used to place applicants into the General Labor 1, 2, and 3 applicant pools.
 - The qualifications and criteria used to eliminate and/or select applicants at each step of the hiring process.
 - Procedures to ensure that documents are retained in accordance with 41 CFR § 60-1.12(a) and part 60-3.

- c) Recordkeeping and Retention: G&K has written and implemented procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process. G&K will ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3.
- d) Training: Within 150 calendar days of the Effective Date, G&K will re-train all individuals involved in recruiting, selecting or tracking applicants for General Labor positions at the Facility on the Revised Hiring Process. G&K will also train all individuals hired or transferred into such positions within 30 days of their new assignment. The training will include, at a minimum, instruction on the proper implementation of the recruitment, tracking and selection procedures, the neutral application of the specified qualifications and criteria that will be used at each step in the hiring process, the procedures to be used to document the decisions made at each step in the hiring process, and the procedures to be used to ensure that documents are retained in accordance with 41 CFR § 60-1.12(a) and Part 60-3.
- e) Monitoring: G&K agrees to monitor selection rates at each step of its selection process for General Labor positions. Where it is determined that a selection procedure has an adverse impact, as defined in 41 C.F.R. § 3.4D, on the hiring of applicants of a particular race or gender, G&K will eliminate the procedure, choose an alternative procedure, or validate the procedure in accordance with the Uniform Guidelines on Employee Selection Procedures (“UGESP”) codified at 41 C.F.R. Part 60-3. G&K agrees to maintain and make available to OFCCP records concerning the impact of the selection process for the General Labor positions at the Facility. This includes the number of persons hired by race, the number of applicants who applied by race, and the selection procedures utilized. This information will be maintained until the expiration of this Agreement or as long as required by the regulations, whichever is later.

2. RECORDKEEPING/ADVERSE IMPACT ANALYSIS

A. STATEMENT OF VIOLATION

During the review period of July 1, 2010 through June 30, 2011, G&K failed to collect and maintain personnel and employment records and conduct adverse impact analyses in accordance with the requirements of 41 C.F.R. §§ 60-1.12(a), 60-2.17(b)(2), and Part 60-3.

B. OFCCP’S SPECIFIC FINDINGS

Specifically, during the review period of July 1, 2010 through June 30, 2011, G&K failed to maintain all records pertaining to employment applications and resumes and interview notes as required by 41 CFR Chapter 60.

- G&K failed to maintain copies of employment applications and resumes and interview notes; and G&K failed to conduct the adverse impact analyses required by 41 C.F.R. §§ 60-2.17(b)(2) as described at 60-3.15A and 60-3.4.

C. REMEDY

G&K will ensure that its records are collected and maintained in accordance with the requirements of 41 C.F.R. § 60-1.12(a) and Part 60-3. G&K will conduct adverse impact analyses on at least an annual basis for the purpose of determining whether adverse impact exists against applicants based on race, sex, or ethnic group in hiring, promotion, termination, and other personnel activities. These analyses will be done by job for each group constituting more than 2% of the labor force in the relevant labor area or 2% of the applicable workforce, i.e., General Labor 1, 2 or 3. If adverse impact is identified in the total selection process, G&K will evaluate each individual component of the selection process for adverse impact. If adverse impact is found to exist in any of the individual components of the selection process, G&K will validate each such component in accordance with the UGESP or utilize selection procedures which do not result in adverse impact.

3. INTERNAL AUDIT AND REPORTING SYSTEM

A. STATEMENT OF VIOLATION

G&K failed to develop and implement an internal audit and reporting system that periodically measured the effectiveness of its total affirmative action program during the review period of July 1, 2010 through June 30, 2011, as required by 41 C.F.R. §60-2.17(d).

B. OFCCP'S SPECIFIC FINDINGS

Specifically, during the review period of July 1, 2010 through June 30, 2011, G&K failed to monitor its records of personnel activities, such as hires, placements, transfers, promotions, and terminations, so it could measure the effectiveness of its total affirmative action program.

C. REMEDY

G&K agrees to implement an internal audit and reporting system to periodically measure the effectiveness of its total affirmative action program. G&K must agree to take the following corrective actions:

- 1) Monitor records of all personnel activities, including, but not limited to, referrals, hires, placements, assignments, transfers, promotions, terminations, and compensation to determine whether disparities exist and to ensure the non-discriminatory policies and practices are enforced;

- 2) Require internal analysis and reporting on a scheduled basis as to the degree to which Equal Employment Opportunity and organizational objectives are attained; Review analysis and reports with all levels of Facility management;
- 3) Advise top Facility management about the effectiveness of the Equal Employment Opportunity program and submit recommendations to correct disparities identified and improve any unsatisfactory performance; and
- 4) Provide training to all employees who participate in any component of G&K Equal Employment Opportunity program, as well as its internal monitoring and reporting system; and its selection process and electronic applicant tracking system.

PART IV: REPORTS REQUIRED

1. G&K must submit the documents and reports described below to:

Hea Jung Atkins
District Director
Office of Federal Contract Compliance Programs
90 7th Street, Suite 11-100
San Francisco, CA 94103

- A. Within 30 calendar days of the Effective Date, G&K must submit a copy of the written Revised Hiring Process described in Part III – Section 1D.
- B. Within 150 days of the Effective Date, G&K must submit documentation that all managers, supervisors and other personnel involved in recruiting, selecting, or tracking applicants for General Labor positions at the Facility have been trained on the Revised Hiring Process. The documentation must include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed in the training, and the name and job title of each person who conducted the training.
- C. Within the prescribed timeframes, G&K must submit all documents and information referenced in Part III – Sections 1C (1) through 1C (4).
- D. G&K must submit a total of three progress reports. Each progress report will cover a six month period this Agreement is in effect. The first progress report will be due seven months after the Effective Date and must cover the six-month period beginning with the Effective Date. Each subsequent report must cover the successive six-month period, and must be submitted within 30 calendar days after the close of that six-month period. G&K will submit the following in each progress report:
 - 1) Documentation of monetary payments to all Eligible AAs as specified in Part III – Section 1C (1). The documentation must include the names of Eligible AAs who were

paid, and, for each Eligible AA, the number and the amount of the check and the date the check cleared the bank. G&K must provide OFCCP with copies of all canceled checks upon request;

- 2) Documentation of specific hiring activity for Eligible AAs who were hired in General Labor 1 in accordance with this Agreement, including name, date of hire, job title hired into, rate of pay and proof of retroactive seniority and benefits;
 - 3) For Eligible AAs who were considered for employment but were not hired, G&K will provide the reason for non-placement along with all relevant documentation (e.g., documentation that the Eligible AA declined a job offer);
 - 4) The total number of applicants and hires and the breakdown by race, gender and ethnic group of applicants and hires for General Labor positions during the applicable reporting period, including all temporary, part time, and seasonal workers who were referred to and/or assigned to work at G&K by a staffing firm or employment agency;
 - 5) For General Labor positions, the results of G&K's analysis as to whether its total selection process has adverse impact, as defined in 41 C.F.R. § 60-3.4D, on those members of groups set forth in 41 C.F.R. § 60-3.4B (G&K must combine the data for the current report with the data from the previous report(s) to analyze at least a 12-month period);
 - 6) For each case where the total selection process has an adverse impact, as defined in 41 C.F.R. § 60-3.4D, the results of G&K's evaluation of the individual components of the selection process for adverse impact; and
 - 7) The actions taken by G&K upon determining that any component of the selection process has an adverse impact on members of groups set forth in Part IV – Section 1C above.
2. G&K 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. If G&K has not satisfied its obligation under the Agreement to provide accurate information on all items covered by the required progress reports, and OFCCP notifies G&K of the deficiency in writing prior to that date, the Agreement will instead expire 60 days after the reporting deficiency is corrected.

PART V: SIGNATURES

This Conciliation Agreement is hereby executed by and between the OFCCP and G&K Services, Inc. (b) (7)(C)

6 & 7c

RICHARD PLAND
General Manager
G&K Services, Inc.
Pittsburg, CA 94565

Date: _____

6 & 7c

NIKKI KIETZER
Director, Employee Services
G&K Services, Inc.
Minnetonka, MN 55343

Date: 10/23/14

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RANDALL R. ROSS
Vice President, Human Resources
G&K Services, Inc.
Minnetonka, MN 55343

Date: 23 OCTOBER 2014

Compliance Officer ✓
Office of Federal Contract Compliance Programs
San Francisco District Office

Date: 10/30/2014

6 & 7c

HEA JUNG ATKINS
District Director
Office of Federal Contract Compliance Programs
San Francisco District Office

Date: 10/30/2014

6 & 7c

JANETTE WIPPER
Regional Director
Office of Federal Contract Compliance Programs
Pacific Regional Office

Date: 10/30/2014

Attachment 1

| Affected Applicants (Non-Hired Applicants) | | | | | |
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Note: There are 184 affected applicants on this list but (b) (7)(E) White and Black applicants applied for the General Labor position. (b) (7)(E) affected applicants applied to two different requisitions for the same position and one affected applicant applied to three different requisitions for the same position.

**ATTACHMENT 2
NOTICE TO AFFECTED APPLICANTS**

Certified Mail, Return Receipt Requested

Dear [NAME]:

G&K Services Co. ("G&K") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to resolve alleged disparities in hiring for General Labor positions at G&K's Pittsburg, CA facility between June 1, 2010 and June 30, 2011. You have been identified as an individual who applied for such a position at this facility during the period, but was not hired.

G&K denies that it acted unlawfully or unfairly in selecting individuals for General Labor positions, and there has not been any finding by a court or a judge that G&K violated any laws. G&K decided to enter into the Agreement to avoid the costs and time associated with litigation.

G&K will make job offers for General Labor 1 positions to some of the people who are receiving this notification. If you are interested in applying for a General Labor position, please indicate your interest on the enclosed Verification & Employment Interest Form, complete the enclosed G&K Employment Application and return BOTH documents to G&K at the address set forth below within 30 days of receipt of this letter. Send only signed originals, not photocopies. If you choose to reapply, you must meet the minimum qualifications for the position. Please also note if you are offered a job, you will have five days in which to accept or reject the job offer. Additionally, if you accept a job offer, you will be given 14 days to report to work.

As part of the Agreement, you are also eligible to receive a distribution of at least \$_____, less lawful payroll deductions. Under the terms of this Agreement, it may take up to seven 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 originals of BOTH the enclosed Information Verification & Employment Interest Form and Release of Claims. You must complete and mail back originals of BOTH documents within 30 days of your receipt of this letter to be eligible to:

*G&K Services Co.
Colleen Keller
Executive Administrative Assistant
5995 Opus Parkway, Suite 500
Minnetonka, MN 55343*

You may use the enclosed postage-paid return envelope to return the required documents.

PLEASE NOTE: If you fail to return any of the required documentation discussed above, in original, unmodified form, within the specified 30 DAY timeframe, you will forfeit any right to a monetary payment, a job offer, or to otherwise participate in this Agreement. Any changes made to the required documentation will invalidate the documents. If you have any questions you may call Nikki Kietzer at G&K at 952-915-5552, or OFCCP Compliance Officer (b) (7)(C)

(b) (7) Your call will be returned as soon as possible.
(C)

Sincerely,

(NAME)

Enclosures:

Information Verification & Employment Interest Form

Release of Claims

G&K Employment Application

ATTACHMENT 3

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 G&K Services Co. ("G&K") and the Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Section 1

Name: _____

Address: _____

Telephone Nos.: Home _____ Cell _____ Work _____

Notify G&K Services Co. at the address below if your address or phone number changes within the next 12 months.

Section 2

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

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

Black [] White []

Please indicate below whether you are currently interested in employment in a General Labor 1 position with G&K. To receive payment, you must return this form and the Release of Claims within 30 days of your receipt of the notification letter. Additionally, if you are interested in employment, you must complete and return the enclosed G&K Employment Application within 30 days of your receipt of the notification letter. Send only signed originals, not photocopies. Your documents should be sent to:

G&K Services Co.
5995 Opus Parkway, Suite 500
Minnetonka, MN 55343
Attention: Colleen Keller

Note, if you complete the Information Verification & Employment Interest Form, and Release of Claims, you will be eligible for a monetary distribution whether or not you are interested in employment at this time.

Section 3

[] Yes, I am still interested in employment with G&K as a General Laborer.

[] No, I am not currently interested in a General Labor 1 employment position with G&K.

Attachment 4

RELEASE OF CLAIMS

In consideration of the payment by G&K Services Co. (hereinafter "G&K") of at least \$ _____, less deductions required by law, which I agree is acceptable, and also in consideration of the Conciliation Agreement (hereinafter "CA") between G&K and the Office of Federal Contract Compliance Programs (hereinafter "OFCCP"), I _____, agree to the following:

I.

I hereby waive, release and forever discharge G&K, its parent, subsidiaries, affiliates, predecessors, successors and assigns, and its and their respective current, former and future officers, directors, agents, representatives, servants, employees, attorneys, (hereinafter collectively referred to as "G&K Services") 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, and/or 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), which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my not being selected for employment at any time prior to the effective date of this Release of Claims.

II.

I understand that G&K denies that it treated me unlawfully or unfairly in any way and that G&K entered into a settlement with the OFCCP under which it agreed to make the payment described above to resolve this matter without further legal proceedings in the compliance evaluation initiated by OFCCP on September 30, 2011. I further agree that the payment of the above sum by G&K to me is not to be construed as an admission of any liability by G&K Services.

III.

I understand that if I am concerned about how the process described in this Release of Claims applies to me, I may contact the OFCCP for assistance, as follows:

(b) (7)(C) Compliance Officer
U. S. Department of Labor/OFCCP
90 7th Street, Suite 11-100
San Francisco, CA 94103
Telephone Number: (415) 625- (b) (7)(C)

IV.

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

V.

I understand that if I do not sign this Release of Claims and return it to G&K within 30 days of my receipt, I will not be entitled to receive the payment referenced above from G&K.

IN WITNESS WHEREOF, I have set my hand to this Release of Claims on the _____ day of _____, 2014.

Signature