

CONCILIATION AGREEMENT

between

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

and

G&K SERVICES, INC. AND G&K SERVICES, CO.

PART I: PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated twelve (12) of G&K Services, Inc.’s and G&K Services, Co.’s (collectively, “G&K”) establishments (“Reviewed Establishments”) between the dates of October 27, 2011 and February 20, 2015.¹ As more specifically set forth herein, OFCCP found G&K was not in compliance with 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 initial violations found and the corrective actions required in a Notice of Violation issued to the Reviewed Establishments on the following dates:

Establishment	Date NOV Issued	Establishment	Date NOV Issued
Sacramento	9/12/14	St. Paul	6/5/15
Graham	10/14/14	Houston	11/18/14
Charlotte	N/A	Atlanta	N/A
Pleasant Hill	11/3/14	Rockford	N/A
Minnetonka	N/A	Coppell	9/28/15
Justice	6/5/15	Denver	9/28/15

In the interest of resolving such matters 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 – V of this Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246 or otherwise based on the violations described in more detail in Part III. However, OFCCP has the right to initiate legal proceedings to enforce this Agreement or to correct and obtain relief for the violations described in Part III if G&K violates this Agreement. Nothing

¹ Specifically, the OFCCP reviewed the following G&K establishments: Sacramento, CA; Graham, NC; Charlotte, NC; Pleasant Hill, IA; Justice, IL; St. Paul, MN; Houston, TX; Coppell, TX; Denver, CO; Minnetonka, MN; Rockford, IL; and Atlanta, GA.

in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.

2. This Agreement does not constitute an admission by G&K of any violation 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”), or other laws, rules, regulations or Executive Orders (collectively, “Applicable Law”), nor has there been an adjudicated finding that G&K violated any Applicable Law.
3. 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 provided by G&K. G&K will permit reasonable access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents reasonably requested.
4. 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, and/or VEVRAA, their implementing regulations, and other applicable equal employment laws.
5. G&K hereby agrees 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).
6. OFCCP and G&K understand the terms of this Agreement and enter into it voluntarily.
7. This Agreement and its attachments contain the complete and final agreement of OFCCP and G&K 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 and signed by G&K and the Director of OFCCP or a Regional Director with delegated authority to sign on behalf of OFCCP.
8. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement becomes effective forty-five (45) days after the last date it is signed by the OFCCP Regional Directors of the Pacific, Midwest, Southwest and Rocky Mountain and Southeast Regions (“Effective Date”), unless the Director of OFCCP indicates otherwise prior to the Effective Date, provided that, in no case, will this Agreement become effective less than 45 days after the last date it is signed by a Regional Director.
10. This Agreement will expire one-hundred twenty (120) days after G&K submits the final progress report required in Part V below, unless OFCCP notifies G&K in writing prior to the expiration date that G&K has not fulfilled all of its obligations hereunder and OFCCP provides reasonably sufficient detail supporting its belief that G&K has not fulfilled all its

obligations hereunder, in which case this Agreement will be automatically extended an additional sixty (60) days (the "Extended Expiration Date") to provide G&K an opportunity to meet all of its obligations hereunder. In such event, this Agreement will expire on the earlier to occur of (i) the Extended Expiration Date, or (ii) the date on which G&K fulfills its obligations hereunder.

11. If G&K violates this Agreement, the procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - A. If OFCCP believes that G&K violated any term of this Agreement while it was in effect, OFCCP will send G&K a written notice stating the alleged violations and summarizing in reasonable detail any supporting evidence.
 - B. G&K will have fifteen (15) days from receipt of such notice to demonstrate in writing that it has not violated this Agreement, unless such a delay would, in the OFCCP's reasonable judgment, result in irreparable injury to the employment rights of affected employees or applicants.
 - C. If G&K is unable to demonstrate that it has not violated this Agreement, or if, pursuant to the immediately preceding subsection, OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately (or, as applicable, after the fifteen (15) day period referenced above) without issuing a Show Cause Notice or proceeding through any other requirement.
 - D. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
12. G&K may be subject to the sanctions set forth in Section 209 of the E.O. 11246 and/or other appropriate relief for violation of this Agreement
13. Any time an action or deadline referenced herein falls on a weekend or federal holiday, performance thereof will be the next business day.

PART III: SPECIFIC VIOLATIONS AND REMEDIES

1. **VIOLATION: Failure to Comply with Nondiscrimination Requirements for Compensating Female Employees in the Laborers Job Group.** At the Sacramento, CA, Graham, NC, Charlotte, NC, Pleasant Hill, IA, Justice, IL, St. Paul, MN, Houston, TX, Coppell, TX and Denver, CO Reviewed Establishments (collectively, the "Violation 1 Reviewed Establishments"), OFCCP found commencing on the dates listed in Table 1, G&K failed to ensure that its employees were compensated without regard to their sex as required by 41 C.F.R. § 60-1.4(a) and 41 C.F.R. § 60-20.5. OFCCP's analysis of these Violation 1 Reviewed Establishments commencing on the dates listed in Table 1 – Violations, Remedies and Job Opportunities by Reviewed Establishment ("Table 1") in Attachment A indicated that G&K's compensation process and procedures failed to provide equal employment opportunity for Female employees in General Labor positions. A review of compensation practices for the General Labor positions at the Violation 1 Reviewed

Establishments revealed that on average, Female employees in these positions were compensated at a lesser rate than their Male counterparts. OFCCP found that, upon hire, Female employees were disproportionately assigned to lower-paying General Labor 1 positions, while Male employees were disproportionately assigned to higher-paying General Labor 3 positions. Based on the examination of personnel records, and interviews with managers, human resources representatives, employees and selecting officials, as well as anecdotal evidence gathered during the investigation, OFCCP determined that Female employees hired into General Labor 1 positions were as qualified as the Male employees who were hired into General Labor 3 positions during the same time period. Therefore, G&K's compensation practices resulted in a disparity adversely affecting Female employees at the Violation 1 Reviewed Establishments.

FINANCIAL REMEDIES: G&K agrees to provide make-whole relief to all eligible Female affected employees identified in Final List A (see Part IV, Section 2.h) ("Eligible Female Affected Employees"), as follows:

- A. **Financial Settlement:** Within the timeframe prescribed in the timeline in Attachment B ("Timeline"), G&K will provide back pay and interest in the aggregate amount of \$328,594.44 ("Female Compensation Financial Settlement Amount") to Eligible Female Affected Employees.

All Eligible Female Affected Employees will receive an equal share of the Female Compensation Financial Settlement Amount for their respective Violation 1 Reviewed Establishment per Table 1, less legal deductions required by law from back pay only, such as federal, state and/or local taxes and the Eligible Female Affected Employee's share of FICA taxes. G&K will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail each Eligible Female Affected Employee an IRS W-2 Form ("W-2") reporting the portion of the payment representing back pay and an IRS Form 1099 ("1099") for the portion of the payment representing interest. G&K will disburse the Female Compensation Financial Settlement Amount in a manner consistent with the Timeline and the Notice Process defined in Part IV, Section 2. Within fifteen (15) working days of G&K's receipt of a check to an Eligible Female Affected Employee returned as undeliverable, G&K will notify OFCCP of this fact via e-mail or facsimile. OFCCP will attempt to locate the Eligible Female Affected Employee and, if OFCCP obtains an alternative address or confirms the current address, G&K will re-mail the check once to such Eligible Female Affected Employee at such alternative address or appropriate address. Any check that remains uncashed one hundred twenty (120) days after the initial date the check was mailed to the Eligible Female Affected Employee will be void. With respect to the uncashed funds, G&K will make a second distribution in equal amounts to all Eligible Female Affected Employees who cashed their first check, if the amount to be distributed exceeds \$50.00 per Eligible Female Affected Employee. In the event that the amount to be distributed would not exceed such amount, any remaining undistributed funds will be applied by G&K to manager EEO training.

- B. Job Opportunities for Eligible Female Affected Employees to Move into General Labor 3 Positions: After the response period has expired for the last located Eligible Female Affected Employee, and subject to the terms hereof, G&K will begin extending bona fide offers of employment to Eligible Female Affected Employees who have expressed an interest in pursuing General Labor 3 opportunities at the Violation 1 Reviewed Establishments by completing and submitting their Employment Interest Form and Employment Application (see Attachments E3 and E7) until the earlier of qualified number of Female Affected Employees as indicated in Table 1 are placed into the General Labor 3 position or the Affected Employee List is exhausted.

When General Labor 3 opportunities become available at the Violation 1 Reviewed Establishments, job offers will be made to Eligible Female Affected Employees that are currently employed at the Violation 1 Reviewed Establishment where there is an opening. The Eligible Female Affected Employees will be offered positions in order of, and based on, the chronological date of each Eligible Female Affected Employee's original hire date, with those with the earliest hire date extended offers first. G&K agrees to allow Eligible Female Affected Employees to whom a job offer is made and received three (3) days in which to accept or reject the job offer. If the Eligible Female Affected Employee rejects the job offer, G&K's obligation to the Eligible Female Affected Employee with respect to making a job offer under this Agreement ceases. When a job offer is rejected, G&K will proceed by offering the opening to the next Eligible Female Affected Employee based on original hire date. The number of offers required to be extended will be limited to the number of General Labor 3 openings at the Violation 1 Reviewed Establishments that become available during the initial two year term of this Agreement. The requirement to extend offers under this section will not be extended beyond the initial two year term of this Agreement.

G&K agrees to pay each Eligible Female Affected Employee hired pursuant to this Agreement the current wage for the General Labor 3 position and provide all regular and on-the-job training.

2. **VIOLATION: Failure to Comply with Nondiscrimination Requirements for Hiring Male Applicants into the Laborers Job Group.** At the Sacramento, CA, Pleasant Hill, IA, Justice, IL, St. Paul, MN and Coppel, TX Reviewed Establishments (collectively, "Violation 2 Reviewed Establishments"), OFCCP found that commencing on the dates listed in Table 1, G&K failed to provide equal employment opportunity for Male applicants in its hiring process in its General Labor 1 positions based on sex in violation of 41 C.F.R. § 60-1.4(a) and 41 C.F.R. § 60-20.3. OFCCP's analysis of these Violation 2 Reviewed Establishments during the dates listed in Table 1 indicated that G&K's hiring process failed to provide equal employment opportunity for Male applicants in its General Labor 1 positions. Based on the examination of personnel records, and interviews with managers, human resources representatives, employees and selecting officials, as well as anecdotal evidence gathered during the investigation, OFCCP determined that this practice of disproportionately hiring Female applicants was based on sex and not based on legitimate differences in qualifications at the Violation 2 Reviewed Establishments.

FINANCIAL REMEDIES: G&K agrees to provide make-whole relief to all eligible Male affected applicants identified in Final List B (see Part IV, Section 2.h) (“Eligible Male Affected Applicants”), as follows:

- A. **Financial Settlement:** Within the timeframe prescribed in the Timeline, G&K will provide back pay and interest in the aggregate amount of \$671,298.08 (“Male Compensation Financial Settlement Amount”) to Eligible Male Affected Applicants.

All Eligible Male Affected Applicants will receive an equal share of the Male Compensation Financial Settlement Amount for their respective Violation 2 Reviewed Establishment per Table 1, less legal deductions required by law from back pay only, such as federal, state and/or local taxes and the Eligible Male Affected Applicant’s share of FICA taxes. G&K will pay the IRS the employer’s share of social security withholdings and will mail each Eligible Male Affected Applicant a W-2 reporting the portion of the payment representing back pay and a 1099 for the portion of the payment representing interest. G&K will disburse the Male Compensation Financial Settlement Amount in a manner consistent with the Timeline and the Notice Process defined in Part IV, Section 2. Within fifteen (15) working days of G&K’s receipt of a check to an Eligible Male Affected Applicant returned as undeliverable, G&K will notify OFCCP of this fact via e-mail or facsimile. OFCCP will attempt to locate the Eligible Male Affected Applicant and, if OFCCP obtains an alternative address, G&K will re-mail the check once to such Eligible Male Affected Applicant at such alternative address. Any check that remains uncashed one hundred twenty (120) days after the initial date the check was mailed to the Eligible Male Affected Applicant will be void. With respect to the uncashed funds, G&K will make a second distribution in equal amounts to all Eligible Male Affected Applicants who cashed their first check, if the amount to be distributed exceeds \$50.00 per Eligible Male Affected Applicant. In the event that the amount to be distributed would not exceed such amount, any remaining undistributed funds will be applied by G&K to manager EEO training.

- B. **Job Opportunities for Eligible Male Affected Applicants to be Hired into General Labor 1 Positions:** After the response period has expired for the last located Eligible Male Affected Applicant, and subject to the terms hereof, G&K will begin extending bona fide offers of employment to Eligible Male Affected Applicants who have expressed an interest in pursuing General Labor 1 opportunities at the Violation 2 Reviewed Establishments by completing and submitting their Employment Interest Form and Employment Application (see Attachments E4 and E7) until the earlier of qualified number of Male Affected Applicant as indicated in Table 1 are hired into the General Labor 1 position or the Affected Applicant List is exhausted.

When General Labor 1 opportunities become available at Violation 2 Reviewed Establishments, job offers will be made to Eligible Male Affected Applicants that previously applied to the Violation 2 Reviewed Establishment where there is an opening. The Eligible Male Affected Applicants will be offered positions in order of, and based on, the chronological date on which G&K receives both the completed Employment Interest Form and Employment Application, with the earliest date of receipt being

extended offers first. G&K agrees to allow Eligible Male Affected Applicants to whom a job offer is made and received three (3) days in which to accept or reject the job offer. If the Eligible Male Affected Applicant rejects the job offer, G&K's obligation to the Eligible Male Affected Applicant with respect to making a job offer under this Agreement ceases. When a job offer is rejected, G&K will proceed by offering the opening to the next Eligible Male Affected Applicant based on the chronological order set forth above. The number of offers required to be extended will be limited to the number of General Labor 1 openings that become available at the Violation 2 Reviewed Establishments during the initial two year term of this Agreement. The requirement to extend offers under this section will not be extended beyond the initial two year term of this Agreement.

G&K agrees to pay each Eligible Male Affected Applicant hired pursuant to this Agreement the current starting wage for the General Labor 1 position at the Violation 2 Reviewed Establishments and provide all regular and on-the-job training.

3. **VIOLATION: Failure to Comply with Nondiscrimination Requirements for Hiring White and Black Applicants into the Laborers Job Group.** At the Houston, TX and Charlotte, NC Reviewed Establishments (collectively, "Violation 3 Reviewed Establishments"), OFCCP found that G&K failed to provide equal employment opportunity for White and Black applicants in its hiring process in its General Labor 1 positions based on race in violation of 41 C.F.R. § 60-1.4(a). OFCCP's analysis of these Violation 3 Reviewed Establishments commencing on the dates listed in Table 1 indicated that G&K's hiring process failed to provide equal employment opportunity for White and Black Applicants in its General Labor 1 positions. Based on the examination of personnel records, and interviews with managers, human resources representatives, employees and selecting officials, as well as anecdotal evidence gathered during the investigation, OFCCP determined that the practice of disproportionately hiring Hispanic applicants was based on race and not based on legitimate differences in qualifications at the Violation 3 Reviewed Establishments.

FINANCIAL REMEDIES: G&K agrees to provide make-whole relief to all eligible White and Black affected applicants identified in Final List B (see Part IV, Section 2.h) ("Eligible White Affected Applicants" and "Eligible Black Affected Applicants," respectively), as follows:

- A. **Financial Settlement for Eligible White Affected Applicants:** Within the timeframe prescribed in the Timeline, G&K will provide back pay and interest in the aggregate amount of \$96,884.67 ("White Applicant Financial Compensation Settlement Amount") to Eligible White Affected Applicants.

All Eligible White Affected Applicants will receive an equal share of the White Applicant Compensation Settlement Amount for their respective Violation 3 Reviewed Establishment per Table 1, less legal deductions required by law from back pay only, such as federal, state and/or local taxes and the Eligible White Affected Applicant's share of FICA taxes. G&K will pay the IRS the employer's share of social security

withholdings and will mail each Eligible White Affected Applicant a W-2 reporting the portion of the payment representing back pay and a 1099 for the portion of the payment representing interest. G&K will disburse the White Applicant Financial Compensation Settlement Amount in a manner consistent with the Timeline and the Notice Process defined in Part IV, Section 2. Within fifteen (15) working days of G&K's receipt of a check to an Eligible White Affected Applicant returned as undeliverable, G&K will notify OFCCP of this fact via e-mail or facsimile. OFCCP will attempt to locate the Eligible White Affected Applicant and, if OFCCP obtains an alternative address, G&K will re-mail the check once to such Eligible White Affected Applicant at such alternative address. Any check that remains uncashed one hundred twenty (120) days after the initial date the check was mailed to the Eligible White Affected Applicant will be void. With respect to the uncashed funds, G&K will make a second distribution in equal amounts to all White Affected Applicants who cashed their first check, if the amount to be distributed exceeds \$50.00 per Eligible White Affected Applicant. In the event that the amount to be distributed would not exceed such amount, any remaining undistributed funds will be applied by G&K to manager EEO training.

- B. Financial Settlement for Eligible Black Affected Applicants: Within the timeframe prescribed in the Timeline, G&K will provide back pay and interest in the aggregate amount of \$716,777.87 ("Black Applicant Financial Compensation Settlement Amount") to Eligible Black Affected Applicants.

All Eligible Black Affected Applicants will receive an equal share of the Black Applicant Compensation Settlement Amount for their respective Violation 3 Reviewed Establishment per Table 1, less legal deductions required by law from back pay only, such as federal, state and/or local taxes and the Eligible Black Affected Applicant's share of FICA taxes. G&K will pay the IRS the employer's share of social security withholdings and will mail each Eligible Black Affected Applicant a W-2 reporting the portion of the payment representing back pay and a 1099 for the portion of the payment representing interest. G&K will disburse the Black Financial Compensation Settlement Amount consistent with the prescribed Timeline and the Notice Process defined in Part IV, Section 2. Within fifteen (15) working days of G&K's receipt of a check to an Eligible Black Affected Applicant returned as undeliverable, G&K will notify OFCCP of this fact via e-mail or facsimile. OFCCP will attempt to locate the Eligible Black Affected Applicant and, if OFCCP obtains an alternative address, G&K will re-mail the check once to such Eligible Black Affected Applicant at such alternative address. Any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible Black Affected Applicant will be void. With respect to the uncashed funds, G&K will make a second distribution in equal amounts to all Eligible Black Affected Applicants who cashed their first check, if the amount to be distributed exceeds \$50.00 per Eligible Black Affected Applicant. In the event that the amount to be distributed would not exceed such amount, any remaining undistributed funds will be applied by G&K to manager EEO training.

- C. Job Opportunities for White and Black Eligible Affected Applicants to be Hired into General Labor 1 Positions: After the response period has expired for the last located

Eligible White and Black Affected Applicant, and subject to the terms hereof, G&K will begin extending bona fide offers of employment to Eligible White and Black Affected Applicants who have expressed an interest in pursuing General Labor 1 opportunities at Violation 3 Reviewed Establishments by completing and submitting their Employment Interest Form and Employment Application (see Attachments E4 and E7) until the earlier of qualified number of White and Black Affected Applicant as indicated in Table 1 are hired into the General Labor 1 position or the Affected Applicant List is exhausted.

When General Labor 1 opportunities become available at a Violation 3 Reviewed Establishment, job offers will be made to Eligible White and Black Affected Applicants that previously applied to the establishment, as follows: With respect to the Charlotte, NC Reviewed Establishment, job offers will be extended first to five (5) Eligible Black Affected Applicants, then to two (2) Eligible White Affected Applicants with this order repeated until one of the applicants pools is exhausted, at which point all offers will go to the remaining pool. With respect to the Houston, TX Reviewed Establishment, job offers will be extended first to eleven (11) Eligible Black Affected Applicants, then to one (1) Eligible White Affected Applicant with this order repeated until one of the applicant pools is exhausted, at which point all offers will go to the remaining pool. For both Violation 3 Reviewed Establishments, job offers for both the Eligible White Affected Applicants and the Eligible Black Affected Applicants will be based upon the chronological date on which G&K receives both the completed Employment Interest Form and Employment Application, with the earliest date of receipt within their respective pool being extended offers first.

G&K agrees to allow Eligible White and Black Affected Applicants to whom a job offer is made and received three (3) days in which to accept or reject the job offer. If the Eligible White or Black Affected Applicant rejects the job offer, G&K's obligation to the Eligible White or Black Affected Applicant with respect to making a job offer under this Agreement ceases. When a job offer is rejected, G&K will proceed by offering the opening to the next Eligible White or Black Affected Applicant based on the order set forth in the previous paragraph. The number of offers required to be extended will be limited to the number of General Labor 1 openings that become available at the Violation 3 Reviewed Establishments during the initial two year term of this Agreement. The requirement to extend offers under this section will not be extended beyond the initial two year term of this Agreement.

G&K agrees to pay each Eligible White and Black Affected Applicant hired pursuant to this Agreement the current starting wage for the General Labor 1 position at the Violation 3 Reviewed Establishments and provide all regular and on-the-job training.

- D. **NONMONETARY REMEDIES:** With respect to all Violation 1, 2 and 3 Reviewed Establishments, G&K will modify its hiring and pay practices, as follows:
1. **Job Postings and Job Descriptions.** Within one hundred twenty (120) days of the Effective Date, at the Reviewed Establishments, G&K will review and revise, as necessary, any job postings and job descriptions for all General Labor jobs (currently

defined as General Labor 1, 2 and 3 positions, but at the time of review may have been designated as “heavy,” “medium” or “light duty” positions at some Reviewed Establishments) to ensure that they adequately describe the duties, functions and competencies, and that they are advertised to internal and external applicants. Applicants will be provided equal opportunity to apply for any specific job openings.

2. Pay Practices. Within one hundred twenty (120) days of the Effective Date, at the Violation 1 Reviewed Establishments, G&K will review and revise, as necessary, its written compensation guidelines for hiring into General Labor positions to ensure that they comply with this Agreement, including starting pay scales or other written guidelines for determining starting wages. At the Violation 1 Reviewed Establishments, G&K will ensure that its process for determining starting wages and its starting pay scale for General Labor positions are based on the nature of each individual position.
3. Sex-neutral and Race-neutral Hiring and Pay Practices. G&K will ensure that all revised hiring practices at Violation 2 and 3 Reviewed Establishment and revised pay practices at Violation 1 Reviewed Establishment are nondiscriminatory by:
 - a. Providing all applicants for General Labor positions an equal opportunity to apply for, express interest in, or be hired for these positions regardless of sex or race, including complete disclosure to all applicants of information about the duties, benefits, working conditions and other aspects of employment for these positions.
 - b. Ensuring that G&K does not rely on sex-based stereotypes that have the purpose or effect of steering or channeling women or men into particular positions at hire or disproportionately assigning them particular work or duties, including encouraging or discouraging applicants of one sex from applying for or accepting employment into positions performing certain kinds of work.
 - c. Conducting regular reviews to ensure its hiring practices are consistent with the Uniform Guidelines on Employee Selection, 41 C.F.R. § 60-3.
4. Self-Analysis. Within twelve (12) months from the Effective Date and a second time within twenty-four (24) months from the Effective Date, G&K will review its hiring and compensation practices at the Reviewed Establishments to ensure they comply with paragraph C above, and will report the results to OFCCP as set forth in Section Part V, Section 1. This self-analysis will consist of:
 - a. Adverse impact analysis of hires in the General Labor 1 positions and General Labor job group at Violation 2 and 3 Reviewed Establishments for the groups set forth in Part III – Sections 1.A, 2.A and 3.A of this Agreement.
 - b. Self-analysis of compensation of all employees in General Labor 3 positions at Violation 1 Reviewed Establishments to ensure no discrimination in rates of pay based on sex.

- c. Self-analysis of hiring practices at all Reviewed Establishments to ensure their actions are consistent with the requirements of this Agreement, including the requirement to eliminate sex and race stereotyping in hiring and pay practices.
5. Documentation and Recordkeeping. G&K will ensure its managers properly document the results of all hiring decisions made pursuant to this Agreement, and properly maintain all records, including any underlying data and information, such as HRIS and payroll data, job applications, applicant and hire data, disposition codes, and any other records or data needed to comply with Part V of this Agreement.
6. Good Faith Efforts and Outreach. Consistent with 41 C.F.R. § 60-2.16, annual placement goals will be identified for Females and/or Minorities in the Affirmative Action Programs for all Reviewed Establishments. G&K will make a good faith effort to identify and recruit Females or Minorities consistent with these goals.
7. Training. Within one hundred eighty (180) days of the Effective Date, G&K will complete training of all individuals involved in the hiring or compensation for General Labor 1 and 3 positions at all Reviewed Establishments. The content of this training will include all new and revised policies, procedures and programs established under this Agreement, and on the requirements set forth in this Section. This training will include training on avoiding or limiting the role of stereotyping in employment practices.

PART IV: NOTICE PROCESS

1. Settlement Administration

- a. Settlement Administrator: Within 30 days of the Effective Date, G&K will retain a Settlement Administrator ("Settlement Administrator") to execute all aspects of the notice process as described in Part IV of this Agreement. G&K's contract with the Settlement Administrator will incorporate as material terms all of the duties and responsibilities of the Settlement Administrator as described in this Agreement.
- b. Duties of Administrator: The Settlement Administrator will: (1) search for Female Affected Employees who are no longer employed (see Attachment C) and Male, White, and Black Affected Applicants (see Attachment D); (2) translate notice documents in Attachment E into Spanish as necessary; (3) mail (and re-mail, if necessary, under the terms of this Agreement) the appropriate notice documents in Attachment E to Female Affected Employees and Male, White, and Black Affected Applicants; (4) seek additional information from Female Affected Employees and Male, White, and Black Affected Applicants or G&K, when necessary; (5) respond to questions from Female Affected Employees and Male, White, and Black Affected Applicants pursuant to information provided by G&K and OFCCP and forward questions to G&K or OFCCP, if requested; (6) mail checks and tax forms to Eligible Female Affected Employees (per Final List A) and Eligible Male, White, and Black Affected Applicants (per Final List B); and (7) any other appropriate duties to carry-out G&K's responsibilities described in this Agreement.

- c. Expenses: G&K will pay all administrative expenses associated with this Agreement, including fees and costs of the Settlement Administrator and the costs of providing notice to Eligible Female Affected Employees and Eligible Male, White, and Black Affected Applicants, up to a maximum of \$50,000 (“Settlement Administration Amount”) separate and apart from the settlement amounts referenced above. G&K will notify OFCCP if the costs of the Settlement Administrator may exceed the Settlement Administration Amount and the parties will jointly work to modify the Notice Process or other provisions herein to keep it within the Settlement Administration Amount, or they may otherwise agree, provided that, in no case, will G&K be required to spend an amount greater than the aggregate settlement amounts referenced above plus the Settlement Administration Amount.
- d. Qualifications: The Settlement Administrator selected will be well qualified to carry-out the duties defined in this Agreement and experienced in providing effective notice to production workers similar to the Female Affected Employees and Male, White, and Black Affected Applicants identified in this Agreement. The Settlement Administrator will be financially and legally independent of G&K or any counsel retained by G&K to represent it on the issues resolved by this Agreement. G&K will solicit at least two proposals from potential Settlement Administrators and will ensure that the Settlement Administrator selected has rates and fees that are reasonable.
- e. Reporting: The Settlement Administrator will regularly report to G&K as set forth on the Timeline and will provide interim reports or other communication as requested by G&K. Throughout the term of this Agreement, G&K will submit Settlement Administrator reports or information to OFCCP during and after the notice period, as reasonably requested.

2. Notice To Affected Employees or Applicants

- a. Notice Process: The notice process is intended to provide Female Affected Employees and Male, White, and Black Affected Applicants a meaningful opportunity to understand their rights and obligations and to act on them in a timely manner. This includes providing Notice in both English and Spanish (when requested) and providing technical assistance to Female Affected Employees and Male, White, and Black Affected Applicants seeking information about their rights and obligations under this Agreement. OFCCP should be notified if Notices are requested in languages other than English or Spanish. As necessary, G&K and OFCCP will meet and confer in person, by phone and/or by email on the work of the Settlement Administrator and the notice process to determine how best to carry-out the notice provisions of this Agreement and to decide whether any activity, deadline or document should be modified. OFCCP and G&K agree not to unreasonably withhold consent to reasonable modifications proposed by either party or by the Settlement Administrator.
- b. Notice Documents: The Settlement Administrator will distribute the appropriate notice documents, including the Notification Letter, Address and Social Security Verification and Employment Interest Form, Employment Application, and Release of Claims to

Female Affected Employees and Male, White and Black Affected Applicants and consistent with the notice documents contained in Attachment E (all such documents referred to herein collectively as “Notice Documents”).

- c. Timeline: Attachment B sets forth the Timeline for the notice process. G&K and OFCCP will meet and confer on any reasonable modifications to the Timeline proposed by G&K or the Settlement Administrator.
- d. Search for Female Affected Employees and Male, White, and Black Affected Applicants: G&K and OFCCP will provide the Settlement Administrator all contact information for Female Affected Employees and Male, White, and Black Affected Applicants it has at the time this Agreement becomes effective. The Settlement Administrator will conduct a diligent search for additional or updated contact information in the timeframe prescribed on the Timeline, including by searching publicly available data from the U.S. Postal Service and third party online databases. G&K will notify OFCCP of all Female Affected Employees and Male, White, and Black Affected Applicants that have not been located or who do not respond within 30 days of the first notice, including individuals who did not accept the certified letter, and provide OFCCP with twenty (20) days to attempt to locate such individuals.
- e. Distribution of Notice to Female Affected Employees and Male, White, and Black Affected Applicants: The Settlement Administrator will provide Notice to Female Affected Employees and Male, White, and Black Affected Applicants through the U.S. Postal Service. Notice will be sent by certified mail with a return receipt requested. The Settlement Administrator will send copies of all Notice Documents, including a postage-paid return envelope, to the best available mailing address for each Female Affected Employee or Male, White, and Black Affected Applicant, as prescribed in the Timeline. If envelopes from the initial Notice are returned with forwarding addresses, the Settlement Administrator will re-mail the Notice Documents to such address within fifteen (15) days. If envelopes from the initial Notice are returned because the addresses are no longer valid, the Settlement Administrator will perform a standard skip trace in an effort to ascertain the current address of the Female Affected Employee or Male, White, and Black Affected Applicant in question and, if such address is ascertained, the Settlement Administrator will re-mail the Notice Documents within fifteen (15) days of receiving the newly ascertained address.
- f. Notice Deadline: The final deadline for any Female Affected Employee or Male, White, and Black Affected Applicant to respond to the notice is set forth in the Timeline and will be 120 days after the initial mail notice is sent. The Final Notice Deadline will be set forth on all Notice Documents (see Attachment E).
- g. Technical Assistance: The Settlement Administrator will timely respond to any inquiries from Female Affected Employees or Male, White, and Black Affected Applicants using information consistent with this Agreement and the Notice Documents and will document all material inquiries and the result. The Settlement Administrator will provide a toll-free telephone number and an email address for individuals to contact the Settlement

Administrator regarding this Agreement. The Settlement Administrator will prominently display this contact information on all materials distributed in paper regarding this Agreement. The Settlement Administrator will provide qualified staff to answer inquiries from individuals regarding their status as Female Affected Employees or Male, White, and Black Affected Applicants and their rights and obligations under this Agreement, and will document this technical assistance. The Settlement Administrator will provide G&K and OFCCP the contact information for any Female Affected Employee or Male, White, and Black Affected Applicant with questions or concerns about this Agreement.

- h. Final Lists of Eligible Female Affected Employees and Eligible Male, White, and Black Affected Applicants: OFCCP will prepare two separate Final Lists. The first Final List (“Final List A”) will include all Eligible Female Affected Employees who responded by the deadline and pursuant to the terms set forth in the appropriate Notice Documents and whose eligibility is verified by OFCCP. The second Final List (“Final List B”) will include all Eligible Male, White, and Black Affected Applicants who responded by the deadline and pursuant to the terms set forth in the appropriate Notice Documents and whose eligibility is verified by OFCCP. The parties will agree upon the Final Lists within twenty (20) days after the Final Notice deadline for Eligible Female Affected Employee or Eligible Male, White, and Black Affected Applicant. The Settlement Administrator will provide G&K and OFCCP with any information necessary to determine the Final Lists.
- i. Documentation of Payments: Within thirty (30) days of the distribution of all payments by the Settlement Administrator, the Settlement Administrator will provide G&K with an initial report documenting all payments to Eligible Female Affected Employees and Eligible Male, White, and Black Affected Applicants, including the amounts paid, the date payment was sent, the date the check cleared the bank and any checks that have not been cashed or returned.

PART V: REPORTS AND RECORD AND DATA RETENTION

1. Required Reports

- a. G&K will submit a total of three progress reports to Robert Doles, Director of Regional Operations, Pacific Region. The first progress report will cover the twelve (12)-month period beginning with the Effective Date. Each subsequent report will cover the successive six (6)-month periods. All reports will be submitted within thirty (30) days after the close of each reporting period. G&K will submit the following information in the progress reports:
 - i. Monetary Payments to Eligible Female Affected Employees and Eligible Male, White and Black Affected Applicants at Reviewed Establishments. Documentation of monetary payments to all Eligible Female Affected Employees and Eligible Male, White, and Black Affected Applicants at Reviewed Establishments as specified in Part III – Sections 1.A, 2.A and 3.A during the applicable reporting period. The documentation will include the names of Eligible

Female Affected Employees and Eligible Male, White, and Black Affected Applicants who were paid, and, for each Eligible Female Affected Employee and Eligible Male, White, and Black Affected Applicant, the number and the amount of the check and the date the check cleared the bank.

- ii. Eligible Female Affected Employees Hired into General Labor 3 Positions at Violation 1 Reviewed Establishments. Documentation of the Eligible Female Affected Employees who were hired into General Labor 3 openings at Violation 1 Reviewed Establishments during the applicable reporting period in accordance with Part III, Section 1.B of this Agreement, including name, date of hire, rate of pay and documentation concerning retroactive seniority and benefits.
- iii. Eligible Female Affected Employees Considered for Hire into General Labor 3 Positions at Violation 1 Reviewed Establishments. Documentation of Eligible Female Affected Employees who were considered for but not hired into General Labor 3 positions at Violation 1 Reviewed Establishments during the applicable reporting period in accordance with Part III, Section 1.B of this Agreement, including name, date(s) contact was attempted and/or made, and reason employees were not hired, e.g., inability to contact, Eligible Female Affected Employee declined job offer, etc.
- iv. Current Workforce Data for General Labor 3 Positions at Reviewed Establishments. Current workforce totals (effective within thirty (30) days of applicable reporting period) at Violation 1 Reviewed Establishments for General Labor 3 positions in the groups set forth in Part III – Section 1.A of this Agreement.
- v. Eligible Male, White and Black Affected Applicants Hired into General Labor 1 Positions at Reviewed Establishments. Documentation of Eligible Male, White and Black Affected Applicants who were hired into General Labor 1 openings at Violation 2 and 3 Reviewed Establishments during the applicable reporting period in accordance with Part III, Sections 2.B and 3.B of this Agreement, including name, date of hire, rate of pay and documentation concerning retroactive seniority and benefits.
- vi. Eligible Male, White and Black Affected Applicants Considered for Hire in General Labor 1 Positions at Violation 2 and 3 Reviewed Establishments. Documentation of Eligible Male, White and Black Affected Employees who were considered for but were not hired into General Labor 1 positions at Violation 2 and 3 Reviewed Establishments during the applicable reporting period in accordance with Part III, Sections 2.B and 3.B of this Agreement, including name, dates contact was attempted and/or made, and reason employees were not hired, e.g., inability to contact, Eligible Male, White or Black Affected Applicant declined job offer, etc.

- vii. General Labor 1 and 3 Hire and Applicant Data at Violation 1 Reviewed Establishments. The total number of applicants and hires, including gender, for General Labor 1 and 3 positions at Violation 1 Reviewed Establishments in the group as set forth in Part III – Section 1.A of this Agreement during the applicable reporting period.
- viii. General Labor 1 Hire and Applicant Data at Violation 2 Reviewed Establishments. The total number of applicants and hires, including gender, for General Labor 1 positions at Violation 2 Reviewed Establishments in the groups as set forth in Part III – Section 2.A of this Agreement during the applicable reporting period.
- ix. General Labor 1 Hire and Applicant Data at Violation 3 Reviewed Establishments. The total number of applicants and hires, including race/ethnicity, for General Labor 1 positions at Violation 3 Reviewed Establishments in the groups as set forth in Part III – Section 3.A of this Agreement during the applicable reporting period.
- x. Current Workforce Data for General Labor 1 Positions at Reviewed Establishments. Current workforce data (effective within thirty (30) days of applicable reporting period) at Reviewed Establishments in General Labor 1 positions in the groups as set forth in Part III – Sections 2.A and 3.A of this Agreement.
- xi. Adverse Impact Analysis of General Labor 1 Total Hire Process at Violation 2 and 3 Reviewed Establishments. For General Labor 1 positions at the Violation 2 and 3 Reviewed Establishments and in the groups as set forth in Part III – Sections 2.A and 3.A of this Agreement, a summary of the results of G&K’s analysis (as defined in 41 C.F.R. § 60-3.4) as to whether its total hiring process during the applicable reporting period has adverse impact on these groups. In conducting this analysis, G&K will combine data for the current report with data from the previous report to analyze at least a twelve (12)-month period.
- xii. Results of Adverse Impact Analysis of General Labor 1 Hire Process Components at Violation 2 and 3 Reviewed Establishments. For General Labor 1 positions at Violation 2 and 3 Reviewed Establishments, where the total hire process during the applicable reporting period has an adverse impact (as defined in 41 C.F.R. § 60-3.4) on the groups set forth in Part III – Sections 2.A and 3.A of this Agreement, the results of G&K’s evaluation of the individual components of the hiring process for adverse impact on these groups.
- xiii. Documentation of Action Taken to Resolve Adverse Impact Identified for any General Labor 1 Hiring Process Components at Violation 2 and 3 Reviewed Establishments. A discussion of the actions taken at Violation 2 and 3 Reviewed Establishments during the applicable reporting period upon determining that any

component of the hiring process has an adverse impact on the groups set forth in Part III – Sections 2.A and 3.A of this Agreement.

- xiv. Other Documents Demonstrating Compliance With Part III Section 3.D. During the applicable reporting period, for all Reviewed Establishments, G&K will include sample copies of job postings and written guidelines for the hiring and compensation process that are created or modified pursuant to this Agreement, and self-analysis results. For all Reviewed Establishments, G&K will include documentation of training created and conducted, including the names of participants and a list of the training topics.

2. Record and Data Retention

- A. 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, or as long as required by OFCCP's regulations, whichever date occurs later.

PART VI: SIGNATURES

This Conciliation Agreement is hereby executed by and between the OFCCP and G&K Services, Inc. and G&K Services, Co.

6 & 7 (c)

Tracy C. Jolin
Chief Financial Officer

Date: 11 November 2015

6 & 7 (c)

Jeffrey L. Potter
Vice President and General Counsel

6 & 7 (c)

Janette Wipper
Regional Director
OFCCP Pacific Region

Date: Nov 17, 2015

6 & 7 (c)

Sam Maiden
Regional Director
OFCCP Southeast Region

Date: 16 November 2015

6 & 7 (c)

Melissa Speer
Regional Director
OFCCP Southwest and Rocky Mountain Region

Date: 11-16-2015

6 & 7 (c)

Bradley Anderson
Regional Director
OFCCP Midwest Region

Date: 11/16/2015

- A. Table 1 - Violations, Remedies and Job Opportunities by Reviewed Establishment
- B. Timeline
- C. Affected Employee List by Reviewed Establishment
- D. Affected Applicant List by Reviewed Establishment
- E. Notice Documents
 - Attachment E1 – Female Affected Employee Notification Letter
 - Attachment E2 – Male, White, and Black Affected Applicant Notification Letter
 - Attachment E3(A) – Current Female Affected Employee Address and Social Security Verification and Employment Interest Form
 - Attachment E3(B) – Former Female Affected Employee Address and Social Security Verification Form
 - Attachment E4 – Male, White, and Black Affected Applicant Address and Social Security Verification and Employment Interest Form
 - Attachment E5 – Female Affected Employee Release of Claims
 - Attachment E6 – Male, White, and Black Affected Applicant Release of Claims
 - Attachment E7 – G&K Employment Application

A. Table 1 – Violations, Remedies and Job Opportunities by Reviewed Establishment

Establishment Location & Address	Date Review Initiated	Violation 1: Discrimination in Compensation Based on Sex in General Labor 3 Positions(Affected Female Employees)			Violation 2: Discrimination in Hiring Based on Sex in General Labor 1 Positions (Affected Male Applicants)			Violation 3: Discrimination in Hiring Based on Race in General Labor 1 Positions (Affected White & Black Applicants)					
		# Females	Remedy	Job Opportunities	# Males	Remedy	Job Opportunities	# Whites	# Blacks	Remedy - Whites	Remedy - Blacks	Job Opportunities - White	Job Opportunities - Black
Sacramento, CA 5900 Alder Ave. Sacramento, CA 95828	10/17/2011	28	\$15,019.69	6	568	\$77,561.15	6	----	----	----	----	----	----
Graham, NC 610 Woody Drive Graham, NC 27253	2/10/2011	27	\$22,401.02	2	----	----	----	----	----	----	----	----	----
Charlotte, NC 11000 Westlake Drive, Charlotte, NC 28273	8/8/2014	32	\$9,687.18	2	----	----	----	47	140	\$26,698.08	\$64,146.84	2	5
Pleasant Hill, IA 1325 Metro East Drive Pleasant Hill, IA 50327	11/17/2011	53	\$56,532.43	9	323	\$89,843.22	7	----	----	----	----	----	----
Minnetonka, MN 5900 Opus Parkway Minnetonka, MN 55343	3/5/2012	----	----	----	----	----	----	----	----	----	----	----	----
Justice, IL 8201 S 88 th Ave. Justice, IL 60458	12/11/2012	32	\$44,074.53	4	463	\$104,232.48	5	----	----	----	----	----	----
St. Paul, MN 685 Olive Street St. Paul, MN 55130	2/6/2013	67	\$45,345.73	9	857	\$365,451.75	12	----	----	----	----	----	----
Houston, TX 7355 Denny Houston, TX 77040	12/10/2012	65	\$122,212.82	7	----	----	----	64	316	\$70,186.59	\$652,631.03	3	35
Coppell, TX 603 Airline Drive Coppell, TX 75019	11/6/2014	70	\$7,554.66	7	116	\$34,209.48	3	----	----	----	----	----	----
Denver, CO 5100 Race Ct. Denver, CO 80216	11/14/2014	70	\$5,766.38	12	----	----	----	----	----	----	----	----	----
Rockford, IL 5611 11 th St. Rockford, IL 61109	2/20/2015	----	----	----	----	----	----	----	----	----	----	----	----
Atlanta, GA 5580 Gwaltney Drive SW, Atlanta, GA 30336	2/20/2015	----	----	----	----	----	----	----	----	----	----	----	----
TOTALS		444	\$328,594.44	58	2327	\$671,298.08	33	111	456	\$96,884.67	\$716,777.87	5	40

B. TIMELINE
G&K Services Inc. and G&K Services, Co. Conciliation Agreement

Activity	Responsible Party(ies)	Time Allocated	Deadline(s)	Start Date	Due Date	Conciliation Agreement Reference
CONCILIATION AGREEMENT						
Conciliation Agreement Takes Effect	G&K	45 Days	45 Days (After Final Signature)	TBD	TBD	Part II.9
FINANCIAL REMEDIES						
Settlement Administrator is Retained Based on Two RFPs	G&K	30 Days	30 Days (After Effective Date)	TBD	TBD	Part IV.1.a
Contact Information is Obtained on Affected Employees and Applicants	OFCCP G&K	15 Days	45 Days (After Effective Date)	TBD	TBD	Part IV.2.d
Search for Updated Contact Information on Affected Employees and Applicants	Settlement Administrator	15 Days	60 Days (After Effective Date)	TBD	TBD	Part IV.2.d
Initial Notices Mailed to Affected Employees and Applicants	Settlement Administrator	15 Days	75 Days (After Effective Date)	TBD	TBD	Part IV.2.e
Remail Returned Initial Notices to any Forwarding Addresses Received	Settlement Administrator	15 Days	15 Days (After Each Return Date)	NA	N/A	Part IV.2.e
Remail Returned Initial Notices to Addresses Obtained in Skip Trace	Settlement Administrator	15 Days	15 Days (After Each Return Date)	NA	N/A	Part IV.2.e
Notify OFCCP of Affected Employees and Applicants not located or who did not respond to Initial Notice	Settlement Administrator	30 Days	30 Days (After Initial Notice Date)	TBD	TBD	Part IV.2.d
Search for Affected Applicants and Employees not able to Locate	OFCCP	20 Days	20 Days (After Receiving List)	TBD	TBD	Part IV.2.d
Mail Final Notices to Affected Employees and Applicants Located by OFCCP	Settlement Administrator	15 Days	15 Days (After Receiving List)	TBD	TBD	Part IV.2.e
Notice Response Deadline for Affected Employees and Applicants	Settlement Administrator	120 Days	120 Days (After Initial Notice Date)	TBD	TBD	Part IV.2.f
Final Lists of Affected Employees and Applicants are Created	OFCCP G&K	20 Days	20 Days (After Response Deadline)	TBD	TBD	Part IV.2.h
Notify OFCCP of Returned, Undeliverable Checks	Settlement Administrator	15 Days	15 Days (After Each Check is Returned)	NA	NA	Part III.1.A, 2.A and 3.A
Search for Affected Applicants and Employees for whom Checks were Returned and Undeliverable	OFCCP	Upon Receipt of G&K's Notice	Upon Receipt of G&K's Notice	NA	NA	Part III.1.A, 2.A, 3.A and 3.B
Remail Returned Checks to Affected Employees and Applicants Located by OFCCP	Settlement Administrator	Upon Receipt of New Address	Upon Receipt of New Address	NA	NA	Part III.1.A, 2.A, 3.A and 3.B
Documentation of Payments to Affected Employees and Applicants	Settlement Administrator	30 Days	30 Days (After All Distributions)	TBD	TBD	Part IV.2.i
Uncashed Checks are Voided	Settlement Administrator		120 Days (After Initial Mailing Date)	TBD	TBD	Part III.1.A, 2.A, 3.A and 3.B

C. Affected Employees List by Reviewed Establishment

Sacramento Female Class Members

No	Name	Light, Medium Laundry	Full / Part time
1	6 & 7 (c)	Medium	F
2		Medium	F
3		Light	P
4		Light	F
5		Medium	P
6		Light	F
7		Medium	F
8		Light	F
9		Medium	F
10		Medium	F
11		Medium	F
12		Medium	F
13		Medium	F
14		Light	F
15		Medium	F
16		Medium	F
17		Medium	F
18		Medium	F
19		Medium	F
20		Light	F
21		Medium	F
22		Medium	F
23		Medium	F
24		Light	F
25		Medium	F
26		Light	F
27		Light	F
28		Medium	F

Please note: to save space, pages 22 through 97, all of which were redacted lists of class members, have been excluded

Attachment E1
FEMALE EMPLOYEE COMPENSATION NOTIFICATION LETTER

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Date: _____

[Name]
[Street]
[City, State, Zip Code]

RE: Notice that you are eligible to receive cash amounts and a potential job offer under a Settlement between G&K and an Agency of the US Department of Labor

Dear [Name]:

G&K Services, Inc. and G&K Services, Co. (hereinafter “G&K”) and the Department of Labor’s Office of Federal Contract Compliance Programs (hereinafter “OFCCP”) have entered into a Conciliation Agreement (hereinafter “CA”) to resolve alleged disparities in assignment of duties and compensation for the General Labor 3 position in G&K’s facility in [INSERT APPROPRIATE FACILITY NAME] between [INSERT APPROPRIATE DATE RANGE]. You have been identified as an individual who was not assigned duties or compensated appropriately during the time frame referenced above.

G&K denies that it in any way acted unlawfully or unfairly in assigning duties or compensating individuals for General Labor 3 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 CA to avoid the costs and time associated with litigation.

As part of the CA, you are also eligible to receive a monetary distribution of at least \$_____, subject to lawful payroll deductions. Under the terms of the CA, you may receive a payment up to nine (9) months from the date of this letter. In order to be eligible for this distribution, you must execute and return the originals of **BOTH** of the following enclosed documents, (1) Address and Social Security Verification and Employment Interest Form and (2) Release of Claims, each within thirty (30) days of your receipt of this letter to:

[INSERT SETTLEMENT ADMINISTRATOR INFORMATION]

G&K will also make job offers for General Labor 3 positions to some of the current employees who are receiving this notification. Job offers will be made in order of, and

Attachment E1
Female Employee Compensation Notification Letter
(Continued)

based upon, the chronological date of the original hire date, starting with the earliest date. If you are a current G&K employee interested in applying for the General Laborer 3 position, please indicate your interest on the enclosed Address and Social Security Verification and Employment Interest Form, complete the enclosed G&K employment application and return **BOTH** documents to the address set forth below within thirty (30) days of your receipt of this letter. Send only signed originals, not photocopies. If you choose to apply, you must meet the minimum qualifications for the position. Please also note that if you are offered a job, you will have three (3) days in which to accept or reject the job offer. Additionally, if you accept a job offer you will be given at least fourteen (14) days to report to work.

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 settlement. Any changes to the required documentation will invalidate the documents.

If you have any questions, you may call _____ at _____ and your call will be returned as soon as possible. You may also contact Robert Doles, Director of Regional Operations, OFCCP, at (310) 268-1201 with any questions regarding this settlement.

Sincerely,

[INSERT SETTLEMENT ADMINISTRATOR INFORMATION]

Enclosures: Address and Social Security Verification and Employment Interest Form
 G&K Employment Application
 Release of Claims

Attachment E2
AFFECTED APPLICANT HIRING NOTIFICATION LETTER

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Date: _____

[Name]
[Street]
[City, State, Zip Code]

RE: Notice that you are eligible to receive cash amounts and a potential job offer under a Settlement between G&K and an Agency of the US Department of Labor

Dear [Name]:

G&K Services, Inc. and G&K Services, Co. (hereinafter “G&K”) and the Department of Labor’s Office of Federal Contract Compliance Programs (hereinafter “OFCCP”) have entered into a Conciliation Agreement (hereinafter “CA”) to resolve alleged disparities in hiring for the General Labor 1 position in G&K’s facility in [INSERT APPROPRIATE FACILITY NAME] between [INSERT APPROPRIATE DATE RANGE]. You have been identified as an individual who applied for such a position at this facility during this period, but was not hired.

G&K denies that it in any way acted unlawfully or unfairly in selecting individuals for General Labor 1 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 CA to avoid the costs and time associated with litigation.

As part of the CA, you are also eligible to receive a monetary distribution of at least \$_____, subject to lawful payroll deductions. Under the terms of the CA, you may receive a payment up to nine (9) months from the date of this letter. In order to be eligible for this distribution, you must execute and return the originals of **BOTH** of the following enclosed documents, (1) Address and Social Security Verification and Employment Interest Form and (2) Release of Claims, each within thirty (30) days of your receipt of this letter to:

[INSERT SETTLEMENT ADMINISTRATOR INFORMATION]

G&K will make job offers for General Laborer 1 positions to some of the people who are receiving this notification. If you are still interested in applying for the General Laborer 1 position, please indicate your interest on the enclosed Address and Social Security

Attachment E2
Affected Applicant Hiring Notification Letter
(Continued)

Verification and Employment Interest Form, complete the enclosed G&K employment application and return **BOTH** documents to the address set forth below within thirty (30) days of your 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 that if you are offered a job, you will have three (3) days in which to accept or reject the job offer. Additionally, if you accept a job offer you will be given at least fourteen (14) days to report to work.

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 settlement. Any changes to the required documentation will invalidate the documents.

If you have any questions, you may call _____ at _____ and your call will be returned as soon as possible. You may also contact Robert Doles, Director of Regional Operations, OFCCP, at (310) 268-1201 with any questions regarding this settlement.

Sincerely,

[INSERT SETTLEMENT ADMINISTRATOR INFORMATION]

Enclosures: Address and Social Security Verification and Employment Interest Form
 G&K Employment Application
 Release of Claims

Attachment E3(A)

CURRENT FEMALE EMPLOYEE COMPENSATION ADDRESS AND SOCIAL SECURITY VERIFICATION AND EMPLOYMENT INTEREST FORM

You must complete this form in order to be eligible for any monetary distribution and/or employment opportunities under the terms of the Conciliation Agreement (hereinafter "CA") between G&K Services, Inc. and G&K Services, Co. (hereinafter "G&K") and the U.S. Department of Labor's Office of Federal Contract Compliance Programs (hereinafter "OFCCP"). Please print legibly, except for your signature.

Section 1

Name: _____

Telephone Number: _____

- I confirm that the address on the cover letter is correct.

- The address on the cover letter is not correct. My correct address is:
Address: _____

Notify Settlement Administrator at the address below if your address changes within the next six (6) months.

Section 2

Your Social Security Number is required for tax purposes:

_____ -- _____ -- _____

Please check on the next page whether you are currently interested in employment into the General Laborer 3 position with G&K. To receive payment, you must return this form and the Release of Claims within thirty (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 thirty (30) days of your receipt of the notification letter. Send only signed originals, not photocopies. Your documents should be sent to:

[INSERT SETTLEMENT ADMINISTRATOR INFORMATION]

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

Attachment E3(A)
Address and Social Security Verification and Employment Interest Form
(Continued)

Section 3

- Yes, I am still interested in employment into the General Laborer 3 position with G&K and enclosed is a completed application.
- No, I am not currently interested in employment into the General Laborer 3 position with G&K.

I certify the above as true and correct.

Signature

Date

All sections MUST be completed or your form will be disregarded and you will not be eligible to participate in the settlement between OFCCP and G&K.

Attachment E3(B)
FORMER FEMALE EMPLOYEE COMPENSATION ADDRESS AND SOCIAL SECURITY VERIFICATION FORM

You must complete this form in order to be eligible for any monetary distribution under the terms of the Conciliation Agreement (hereinafter "CA") between G&K Services, Inc. and G&K Services, Co. (hereinafter "G&K") and the U.S. Department of Labor's Office of Federal Contract Compliance Programs (hereinafter "OFCCP"). Please print legibly, except for your signature.

Section 1

Name: _____

Telephone Number: _____

- I confirm that the address on the cover letter is correct.
- The address on the cover letter is not correct. My correct address is:
Address: _____

Notify Settlement Administrator at the address below if your address changes within the next six (6) months.

Section 2

Your Social Security Number is required for tax purposes:

____-__-____

To receive payment, you must return this form and the Release of Claims within thirty (30) days of your receipt of the notification letter. Send only signed originals, not photocopies. Your documents should be sent to:

[INSERT SETTLEMENT ADMINISTRATOR INFORMATION]

I certify the above as true and correct.

Signature

Date

All sections MUST be completed or your form will be disregarded and you will not be eligible to participate in the settlement between OFCCP and G&K.

Attachment E4
**AFFECTED APPLICANT HIRING ADDRESS AND SOCIAL SECURITY
VERIFICATION AND EMPLOYMENT INTEREST FORM**

You must complete this form in order to be eligible for any monetary distribution and/or employment opportunities under the terms of the Conciliation Agreement (hereinafter "CA") between G&K Services, Inc. and G&K Services, Co. (hereinafter "G&K") and the U.S. Department of Labor's Office of Federal Contract Compliance Programs (hereinafter "OFCCP"). Please print legibly, except for your signature.

Section 1

Name: _____

Telephone Number: _____

- I confirm that the address on the cover letter is correct.
- The address on the cover letter is not correct. My correct address is:
Address: _____

Notify the Settlement Administrator at the address below if your address changes within the next six (6) months.

Section 2

Your Social Security Number is required for tax purposes:

____--____--_____

Please check on the next page whether you are currently interested in employment into the General Laborer 1 position with G&K. To receive payment, you must return this form and the Release of Claims within thirty (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 thirty (30) days of your receipt of the notification letter. Send only signed originals, not photocopies. Your documents should be sent to:

[INSERT SETTLEMENT ADMINISTRATOR INFORMATION]

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

Attachment E4
Address and Social Security Verification and Employment Interest Form
(Continued)

Section 3

- Yes, I am still interested in employment into the General Laborer 1 position with G&K and enclosed is a completed application.
- No, I am not currently interested in employment into the General Laborer 1 position with G&K.

I certify the above as true and correct.

Signature

Date

All sections MUST be completed or your form will be disregarded and you will not be eligible to participate in the settlement between OFCCP and G&K.

Attachment E5

FEMALE EMPLOYEE COMPENSATION RELEASE OF CLAIMS

In consideration of the payment by G&K Services, Inc. and 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, and attorneys 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, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my not being appropriately compensated 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 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 [INSERT APPROPRIATE DATE]. 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.

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 Settlement Administrator for assistance, as follows:

[INSERT SETTLEMENT ADMINISTRATOR INFORMATION]

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 thirty (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 _____, 2015.

Signature

Attachment E6

AFFECTED APPLICANT HIRING RELEASE OF CLAIMS

In consideration of the payment by G&K Services, Inc. and 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, and attorneys 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, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 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 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 [INSERT APPROPRIATE DATE]. 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.

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 Settlement Administrators for assistance, as follows:

[INSERT SETTLEMENT ADMINISTRATOR INFORMATION]

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 thirty (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 _____, 2015.

Signature



Position applying for: _____

MY INFORMATION:

Source Tracking

Please indicate how you heard about this job: _____

Personal Information

Please enter all relevant personal information in the field below.

First Name: _____ Last Name: _____ Middle Initial: _____
(Legal First Name) (Legal Last Name)

Street Address: _____

City: _____ State: _____ Zip/Postal Code: _____

Home Phone Number: _____ Work Phone Number: _____

Cellular Number: _____ Email Address: _____

MY WORK EXPERIENCE/EDUCATION:

Work Experience

List the work experience below, starting with the most relevant one. You must specify 1 work experience entry.

Work Experience 1

If you don't have any work experience, write "N/A" in the Employer field.

Employer: _____ Job Function: _____

Start Date: _____ End Date: _____

Achievements: _____

Name While Employed in this Position (if different): _____

Separation Reason (if applicable): _____

Voluntary Separation? Yes No Not Specified

Work Experience 2

Attachment E7 – Employment Application

Employer: _____ Job Function: _____

Start Date: _____ End Date: _____

Achievements: _____

Name While Employed in this Position (if different): _____

Separation Reason (if applicable): _____

Voluntary Separation? Yes No Not Specified

Education

List the educational experiences below, starting with the most relevant education. You must specify 1 education entry.

Education 1

If you do not have a high school diploma or post high school education, please enter "N/A" in the Institution field.

Institution: _____ Program: _____

Institution City: _____ Institution State: _____

Education Level: _____

Name While Enrolled in this Program (if different): _____

Education 2

Institution: _____ Program: _____

Institution City: _____ Institution State: _____

Education Level: _____

Name While Enrolled in this Program (if different): _____

GENERAL QUESTIONS:

To help us better know you and further assess your qualification for this position, please answer the following questions as accurately as possible:

1. Are you currently bound by a non-competition agreement from a G&K Services competitor:

Yes No If Yes, please explain:

2. Are you eligible to work in the United States?

Attachment E7 – Employment Application

Yes No If No, please explain: _____

3. Do you understand and acknowledge that if you are offered a position with G&K Services, you will be required to undergo a pre-employment drug test:

Yes No If No, please explain: _____

PRIVACY STATEMENT:

Thank you for your interest in G&K Services. To submit your profile for job opportunities at G&K Services, Inc. or any of its subsidiaries ("G&K Services") you will be asked to provide certain relevant information regarding the position(s) for which you are interested in applying. Some of the information you may be asked to provide is of a sensitive personal nature. You are responsible for ensuring that the information you submit is accurate and current. Please provide us with your consent and authorization to use the information you supply, including any sensitive personal information, for the purposes of considering your suitability for employment, or providing general statistical analysis and reporting, such as candidate activity and demographic reports. Please read the notice below concerning the use of your personal information and, if you agree, click 'I Agree' below.

Information Use

You agree that G&K Services may use the information you provide to consider you for employment opportunities. Your data will only be used for the purposes for which it was collected, and this will only be accessible to relevant employees within G&K Services who have a necessary and legitimate business purpose to review this information. G&K Services may use your personal information to contact you anytime during your candidacy for employment, to send you announcements, or request other types of information as required. In the event you are unsuccessful in obtaining the position applied for, or we have no suitable current positions matching your requirements, we may retain your details on file for consideration against future vacancies, if not otherwise notified by you.

Information Retention

We will retain your personal information for any period required by law or as may be necessary in connection with any ongoing relationship we may have. Some of the personal information you disclose to us may be 'sensitive' information. This may include information relating to your racial or ethnic origin, political opinions, religious or similar beliefs, trade union membership, medical condition, sexual life, and criminal offenses and related proceedings. All sensitive personal information will be held securely and will only be accessible by persons authorized to do so as described in this notice.

Reasonable Accommodation

Applicants with disabilities may be entitled to reasonable accommodation under the terms of the Americans with Disabilities Act and certain state or local laws. A reasonable accommodation is a change in the way things are normally done which will ensure an equal employment opportunity without imposing undue hardship on G&K Services. Please inform a company management representative if you need assistance completing any forms or to otherwise participate in the application process.

Your Signature

Printed Name

Date