



**CONCILIATION AGREEMENT
BETWEEN
THE U.S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
AND
IRON MOUNTAIN INFORMATION MANAGEMENT, INC.
100 HARBOR DRIVE
JERSEY CITY, NJ 07305
OFCCP CASE NO. R00163092**

PART I: General Provisions

1. This Agreement is between the Office of Federal Contract Compliance Programs (hereinafter OFCCP) and Iron Mountain Information Management, Inc., 100 Harbor Drive, Jersey City, NJ 07305 (hereinafter Iron Mountain).
2. The violations identified in this Agreement were found during a compliance review of Iron Mountain which began on February 1, 2011, and were specified in a Notice of Violations issued February 21, 2012. OFCCP alleges that Iron Mountain violated Executive Order 11246, as amended, and implementing regulations at 41 CFR Chapter 60 due to the specific violation cited in Part II below.
3. This Agreement does not constitute an admission by Iron Mountain of any violation of the Executive Order 11246, as amended and implementing regulations.
4. The provisions of this Agreement will become part of Iron Mountain's Affirmative Action Program. Subject to the performance by Iron Mountain of all promises and representations contained herein and its AAP, all named violations in regard to the compliance of Iron Mountain with all OFCCP programs will be deemed resolved. However, Iron Mountain is advised that the commitments contained in this Agreement do not preclude future determinations of noncompliance based on a finding that the commitments are not sufficient to achieve compliance.
5. Iron Mountain agrees that OFCCP may review compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents, as may be relevant to the matter under investigation and pertinent to Iron Mountain's compliance. Iron Mountain shall permit access to its premises during normal business hours for these purposes.

6. Nothing herein is intended to relieve Iron Mountain from the obligation to comply with the requirements of the 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), and implementing regulations, or any other equal employment statute or executive order or its implementing regulations.
7. Iron Mountain agrees that there will be no retaliation of any kind against any beneficiary of this Agreement, or against any person who has provided information or assistance, or who files a complaint, or who participates in any manner in any proceedings under Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and/or, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212).
8. This Agreement will be deemed to have been accepted by the Government on the date of signature by the Regional Director for OFCCP, unless the Director, OFCCP indicates otherwise within 45 days of the Regional Director's signature of this Agreement.
9. If at any time in the future, OFCCP believes that Iron Mountain has violated any portion of this Agreement during the term of this Agreement, Iron Mountain will be promptly notified of that fact in writing. This notification shall include a statement of the facts and circumstances relied upon in forming that belief. In addition, the notification will provide Iron Mountain with 15 days from receipt of the notification to respond in writing, except where OFCCP alleges that such a delay would result in irreparable injury.

Enforcement proceedings for violation of this Agreement may be initiated at any time after the 15-day period has elapsed (or sooner, if irreparable injury is alleged) without issuance of Show Cause Notice.

Where OFCCP believes that Iron Mountain has violated this Conciliation Agreement, OFCCP may seek enforcement of this Agreement itself and shall not be required to present proof of the underlying violations resolved by this Agreement.

Liability for violation of this Agreement may subject Iron Mountain to sanctions set forth in Section 209 of the Executive Order 11246 and/or other appropriate relief.

PART II - Specific Provisions

VIOLATION: Iron Mountain failed to provide equal employment opportunity to an African American male employee and a Hispanic male employee with respect to compensation. Specifically, Iron Mountain did not provide equitable pay to the African American employee and Hispanic male employee in the (b) (7)(C) position when compared with similarly situated individuals. Education, supervisory experience and work performance did not explain the compensation disparity. Accordingly, Iron Mountain's failure to equally compensate the African American male employee and Hispanic male employee is a violation of 41 CFR 60-1.4 (a) (1).

REMEDY: With respect to the African American male employee, Iron Mountain will immediately adjust his salary in the (b) (7)(C) position and provide him with back pay plus interest. With respect to the Hispanic male, who is no longer with Iron Mountain, Iron Mountain will provide him with back pay equivalent to the salary adjustment he would have received if he were still with the company.

Specifically, within thirty (30) days from the Effective Date of this Conciliation Agreement (the Effective Date being the date of the Regional Director's signature), Iron Mountain agrees to:

- a. Increase (b) (7)(C) salary by \$3,000.00, and provide him back pay for the period of January 1, 2012 to February 29, 2012 in the amount of \$501.87, which includes \$500.00 in back pay and interest in the amount of \$1.87.
- b. Pay former (b) (7)(C) a lump sum of \$3,000.00, less applicable deductions; and
- c. Provide training to managers and other employees involved in making compensation decisions for the (b) (7)(C) positions. Iron Mountain estimates the cost of the management and employee training to be \$1,250.00.

Further, Iron Mountain will conduct annual compensation equity reviews to ensure that there are no future pay disparities between similarly situated employees in the Transportation Supervisor position.

FUTURE CONDUCT: Iron Mountain will not repeat the above violations.

PART III - Reporting

In order for OFCCP to monitor Iron Mountain's progress toward fulfilling the provisions of this Agreement, Iron Mountain shall submit the two (2) specific reports identified below.

Iron Mountain shall send each report to:

U. S. Department of Labor
Office of Federal Contract Compliance Programs
Diamond Head Building
200 Sheffield Street, Room 102
Mountainside, New Jersey 07092
Attn: Compliance Officer (b) (7) (c)

Report 1 is due April 9, 2012 or thirty (30) days from the Effective Date of this Agreement and will include:

- a. Documentation of the \$3,000.00 adjustment made to the salary of (b) (7) (c) and the back pay plus interest paid to (b) (7) (c). The documentation must include the amount of the salary adjustment, the date of the adjustment, and a copy of the cancelled check or other equivalent documentation verifying that (b) (7) (c) was paid.
- b. Documentation of (b) (7) (c) annual merit increase for 2011, demonstrating that his increase was separate from the adjustment listed above and not inclusive thereof.
- c. Documentation of the \$3,000.00 lump sum payment, less applicable deductions made to (b) (7) (c) or other equivalent documentation verifying that (b) (7) (c) was paid. Include documentation supporting the calculation of the applicable deductions.

Report 2 is due September 30, 2012 and will cover the period beginning January 1, 2012 through August 31, 2012 to include the following:

Documentation that Iron Mountain provided training to its human resource managers and other employees who participate in compensation decision making. This documentation must identify the following:

- a. Time and place of the training;
- b. Name and job title of the trainers and personnel attending the training;
- c. Subject matter discussed relative to the company's compensation administration system;
- d. Amount of training provided, including hours and all expenses incurred; and
- e. The results of Iron Mountain's annual compensation equity review for 2012, including findings, additional equity adjustments and back pay required, if any, for the (b) (7) (c) job title.

Iron Mountain shall retain all records pertinent to the violations resolved by this Conciliation Agreement and the reports submitted under it (including the underlying data/information upon which the reports are based) until the expiration date of this Conciliation Agreement or consistent with regulatory timeframes, whichever is later.

Iron Mountain Information Management, Inc., Jersey City, NJ - Conciliation Agreement
(R00163092)

Termination Date:

The termination date of this Agreement will expire sixty (60) days after receipt of the final progress report or if compliance is not accomplished by that date, then this Agreement shall remain in full force and effect until compliance is achieved.

PART IV: Signatures

The person signing this Conciliation Agreement on behalf of Iron Mountain Information Management, Inc. personally warrants that he is fully authorized to do so, that Iron Mountain Information Management, Inc. entered into this Conciliation Agreement voluntarily and with full knowledge of the effect thereof, and that execution of this Agreement is fully binding on Iron Mountain Information Management, Inc. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Iron Mountain Information Management, Inc., Jersey City, New Jersey.

(b) (7) (c)

JOHN IACOBINO
General Manager
Iron Mountain Information
Management, Inc.
100 Harbor Drive
Jersey City, NJ 07305

DATE 3.3.12

(b) (7) (c)

Compliance Officer
Mountainside District Office
OFCCP - Northeast Region

DATE 3/26/12

(b) (7) (c)

TOXI ROANE
Assistant District Director
Mountainside District Office
OFCCP - Northeast Region

DATE 3/26/12

(b) (7) (c)

PRANITA A. RAGHAVAN
District Director
Mountainside District Office
OFCCP - Northeast Region

DATE 3/26/12

(b) (7) (c)

for MICHELE HODGE
Acting Regional Director
OFCCP - Northeast Region

DATE 3/26/12

RELEASE OF CLAIMS UNDER THE EXECUTIVE ORDER

In consideration of the salary increase of at least \$3,000.00 and back pay plus interest in the amount of \$501.87 by Iron Mountain Information Management, Inc. (hereinafter Iron Mountain), which I agree is acceptable, and also in consideration of the Conciliation Agreement between Iron Mountain and the Office of Federal Contract Compliance Programs (OFCCP), I, (b) (7) (c) agree to the following:

I.

I hereby waive, release, and forever discharge Iron Mountain, its predecessors, related entities, parents, subsidiaries, affiliates and organizations, and its or their directors, officers, employees, agents, successors, and assigns, of and from any and all action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to compensation disparity at any time prior to the effective date of this Release.

II.

I understand that if I am concerned about how the process described in this Release applies to me, I may contact the Office of Federal Contract Compliance Programs for assistance at:

U.S. Department of Labor
Office of Federal Contract Compliance Programs
Diamond Head Building
200 Sheffield Street, Room 102
Mountainside NJ 07092
Telephone (908) 317-8969

III.

I understand that Iron Mountain denies that it treated me unlawfully or unfairly in any way and that Iron Mountain entered into the above-referenced Agreement with OFCCP in the spirit of conciliation and to bring closure to the compliance evaluation initiated by OFCCP on (date of executed Conciliation Agreement). I further agree that the increase to my salary of the aforesaid sum by Iron Mountain is not and shall not be construed as, an admission of any liability or wrongdoing by Iron Mountain.

IV.

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

V.

I understand that if I do not sign this Release, provide my social security number, and return it to Iron Mountain within ten (10) days from the date I receive this Release; I will not be entitled to receive the salary increase from Iron Mountain.

IN WITNESS WHEREOF, I have set my hand on this 7 day of 03, 2012.

(b) (7) (c)

(Social Security Number)

(b) (7) (c)

Iron Mountain Information Management, Inc., Jersey City, NJ - Conciliation Agreement
(R00163092)

RELEASE OF CLAIMS UNDER THE EXECUTIVE ORDER

In consideration of the payment of at least \$3,000.00 (less deductions required by law) by Iron Mountain Information Management, Inc. (hereinafter Iron Mountain) to me, which I agree is acceptable, and also in consideration of the Conciliation Agreement between Iron Mountain and the Office of Federal Contract Compliance Programs (OFCCP), I (b) (7) (c) agree to the following:

I hereby waive, release, and forever discharge Iron Mountain, its predecessors, related entities, parents, subsidiaries, affiliates and organizations, and its or their directors, officers, employees, agents, successors, and assigns, of and from any and all action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to compensation disparity at any time prior to the effective date of this Release.

II.

I understand that if I am concerned about how the process described in this Release applies to me, I may contact the Office of Federal Contract Compliance Programs for assistance at:

U.S. Department of Labor
Office of Federal Contract Compliance Programs
Diamond Head Building
200 Sheffield Street, Room 102
Mountainside NJ 07092
Telephone (908) 317-8969

III.

I understand that Iron Mountain denies that it treated me unlawfully or unfairly in any way and that Iron Mountain entered into the above-referenced Agreement with OFCCP in the spirit of conciliation and to bring closure to the compliance evaluation initiated by OFCCP on (date of executed Conciliation Agreement). I further agree that the payment of the aforesaid sum by Iron Mountain to me is not and shall not be construed as, an admission of any liability or wrongdoing by Iron Mountain.

IV.

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

V.

I understand that if I do not sign this Release, provide my social security number, and return it to Iron Mountain within ten (10) days from the date I receive this Release, I will not be entitled to receive the payment (less deductions required by law) from Iron Mountain.

IN WITNESS WHEREOF, I have set my hand on this 13 day of March, 2012.

(b) (7) (c)
(Social Security Number)

(b) (7) (c)
(Print Name)