

CONCILIATION AGREEMENT

Between

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

And

KFORCE INCORPORATED

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated the Kforce Incorporated ("Kforce") facility located at 1001 East Palm Avenue, Tampa, Florida and found that Kforce was not in compliance with Executive Order 11246, as amended ("E.O. 11246" or "the Executive Order") and its implementing regulations at 41 C.F.R. §§ 60-1, 60-2, and 60-3. OFCCP notified Kforce of the specific violations found in a Predetermination Notice issued on March 19, 2018. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and Kforce enter into this contract ("Conciliation Agreement" or "Agreement") and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Kforce's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violations described in more detail in Part III below. However, OFCCP retains the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violations described in Part III if Kforce violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Kforce's compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Kforce will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents it requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves Kforce of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973 (as amended ("Section 503"), the Vietnam Era Veterans' Readjustment Assistance Act of 1974 ("VEVRAA") and their implementing regulations, or other applicable laws enforcing non-discrimination or equal employment opportunity through affirmative action.

4. Kforce agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties.
7. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day that it is signed by the Regional Director of the Southeast Region (the "Effective Date").
9. This Agreement will expire sixty (60) days after Kforce submits its final progress report required in Part IV, below, unless OFCCP notifies Kforce in writing before the expiration date that Kforce has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that Kforce has met all of its obligations under the Agreement.
10. If Kforce violates this Agreement:
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - a. If OFCCP believes that Kforce violated any terms of the Agreement while it was in effect, OFCCP will send Kforce a written notice stating the alleged violations and summarizing any supporting evidence.
 - b. Kforce will have 15 calendar days from receipt of the notice to respond in writing, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - c. If Kforce is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement and OFCCP may seek a full, make-whole remedy for victims.
 - d. OFCCP may seek enforcement of this Agreement itself and is not required

to present proof of any underlying violations resolved by this Agreement.

B. Kforce may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. § 60-1.27 and/or other appropriate relief for violating this Agreement.

11. This Agreement does not constitute an admission by Kforce of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Kforce violated any laws.
12. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.
13. Each party shall bear its own fees and expenses with respect to this matter.
14. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
15. All references to "days" in this Agreement are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

PART III. VIOLATIONS AND REMEDIES

A. VIOLATIONS

OFCCP found that the personnel activity data provided by Kforce for the period January 1, 2014 through December 31, 2015 revealed that from a qualified pool of (7)(E) black applicants who applied for Talent Qualification Specialist Trainee positions, Kforce selected (7)(E) black applicants (7)(E). During the same period, from a qualified pool of (7)(E) white applicants who applied for Talent Qualification Specialist Trainee positions, Kforce selected (7)(E) white applicants (7)(E). This disproportionate selection pattern is statistically significant at the level of (7)(E) standard deviations with a shortfall of 15 black selections into the position. After examining personnel records, conducting interviews, as well as considering anecdotal evidence gathered during the investigation, OFCCP determined that this practice of disproportionately hiring whites was based on race and not based on legitimate differences in qualifications. Accordingly, OFCCP finds that Kforce has discriminated against 207 qualified black applicants not hired into Talent Qualification Specialist Trainee positions because of their race, in violation of 41 § C.F.R. 60-1.4(a)(1).

B. REMEDIES

1. FINANCIAL REMEDY:

- A. **Notice.** Pursuant to the dates agreed upon in Attachment D (“Timeline”), Kforce will notify the Applicants listed in Attachment A (“Affected Applicants” List) of the terms of this Agreement by certified mail (return receipt) and provide the Notice, Interest Form, the Release Form included in Attachment B (or “First Notice” documents), and a postage paid return envelope. Affected Applicants must return the completed Interest and Release Forms to Kforce by the deadline included in the notice documents. Pursuant to the dates indicated in the Timeline, Kforce will notify OFCCP of all letters returned as undeliverable, and OFCCP will then attempt to obtain and provide updated addresses to Kforce. Kforce will use these updated addresses to notify the individuals of their status as Affected Applicants, and provide them with a second mailing of the documents described above (“Second Notice” documents, included as Attachment C).
- B. **Eligibility.** All Affected Applicants who sign and return the Interest and Release forms to Kforce by the deadline set forth in the notice documents (“Eligible Applicants”) will be eligible for a payment. If an Affected Applicant receives but does not return the Release and Interest Forms to Kforce by the prescribed deadline, the Affected Applicant will no longer be entitled to any relief pursuant to this Agreement.

By the date indicated in the Timeline, Kforce will provide OFCCP with a list of the Eligible Applicants, OFCCP will approve the final list of Eligible Applicants, and OFCCP will include a final distribution amount for each Eligible Applicant and/or discuss with Kforce any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

- C. **Monetary Settlement.** Kforce agrees to distribute \$152,383.78 in back pay and \$5,945.87 in interest and a lump-sum amount of \$30,476.76 in lieu of job offers, plus adjustments required by law on the portion representing back pay only (such as federal, state and/or local taxes and the Eligible Applicants’ share of FICA and FUTA taxes) to the applicants on the final Eligible Applicants list. In addition to the back pay and interest, Kforce will pay the employer’s contribution to statutory payroll obligations such as FICA, FUTA, and any other local programs. Kforce shall mail to each Eligible Applicant an IRS Form W-2 for that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be provided to the Eligible Applicants either at the time of payment, electronically or with the settlement checks, or at the end of the year. No Eligible Applicant will be required to complete a W-4 or W-9 in order to receive payments under this settlement.

By the date indicated in the Timeline, Kforce will notify OFCCP of the receipt of

a check to an Eligible Applicant that was returned as undeliverable. Kforce will notify OFCCP of this fact via e-mail sent to Miguel Rivera, District Director at, (7)(C) @dol.gov. Pursuant to the dates in the Timeline, OFCCP will attempt to locate the Eligible Applicant, and if OFCCP obtains an alternate address in the designated time period, OFCCP will advise Kforce of the address and Kforce will re-mail the check to the alternate or corrected address. Any check that remains uncashed 120 days after the initial date the check was mailed to an Eligible Applicant will be void. With respect to any uncashed funds, Kforce will make a second distribution, in equal shares, to all Eligible Applicants who cashed their first check. Kforce will mail the second distribution to such Eligible Applicants within the timeframe established in the Timeline.

2. **NON-MONETARY REMEDY:**

A. **Training:**

(1) Equal Employment Opportunity Obligations

Kforce will meet with management and all individuals responsible for the selection process and review its equal employment obligations and nondiscrimination policies related to hiring. Specific attention will be directed to ensure no retaliation, intimidation, interference or any other conduct that violates 41 C.F.R. § 60-1.32 against black applicants.

(2) Training Assessment

The training must include a written assessment. The assessment must ensure that managers who have completed the training understand and can implement the requirements to (1) follow nondiscriminatory hiring practices, (2) consistently and fairly implement Kforce's written practices, and (3) properly document the results of their decisions and retain appropriate records.

B. **Recordkeeping:** Pursuant to 41 C.F.R. § 60-1.12, Kforce will ensure its managers properly document the results of hiring decisions made pursuant to Kforce's hiring policies and procedures, and properly maintain all records on Kforce's policies and procedures including any associated underlying data and information such as HRIS and payroll data, job applications, applicant and hire data, disposition codes, personnel records, and any other records or data used to generate the required reports.

**PART IV: REPORTING ON CORRECTIVE ACTIONS REQUIRED IN
CONCILIATION AGREEMENT**

Kforce will submit the documents and reports described below to District Director Miguel A. Rivera, Jr. at (7)(C)@dol.gov:

- A. Within 120 calendar days of this Agreement going into effect, Kforce will submit documentation on the training described in Part III.
- B. Kforce will submit four (4) progress reports covering each six-month period this Agreement is in effect. The first progress report will be due eight (8) months after the Agreement goes into effect and must cover the six-month period beginning with the Agreement going into effect. The remaining reports must cover the successive six-month periods, and must be submitted within 60 calendar days after the close of that six-month period. Kforce will submit the following in each progress report:
 - 1) Documentation of monetary payments to all Eligible Applicants as specified in Part III. The documentation must include the names of Eligible Applicants who were paid, and, for each Eligible Applicant, the number and the amount of the check and the date the check cleared the bank. Kforce will provide OFCCP with copies of all canceled checks upon request.
 - 2) Copy of any E.O. 11246 AAP prepared during the reporting period. If Kforce was not required to implement an AAP during the reporting period, it should note that in the report.
 - 3) Any other actions taken to ensure race-neutral employment practices not already included in the above items.
- C. Kforce 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.

TERMINATION DATE: This Agreement will expire pursuant to the terms described in Part II, Paragraph 9 of this Agreement.

INTEGRATION CLAUSE: This Agreement represents the full Agreement between Kforce and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither Kforce nor OFCCP relies upon any promise, representation of fact or law, or other inducement that is not expressed in this Agreement. This Agreement may be modified only by written agreement of the Parties affected and may not be modified by any oral agreement.

ATTACHMENTS:

- A. List of Affected Applicants
- B. First Notice Documents
 - B-1-Notice (First Mailing)
 - B-2 Interest Form (First Mailing)
 - B-3 Release Form (First Mailing)
- C. Second Notice Documents
 - C-1-Notice (Second Mailing)
 - C-2 Interest Form (Second Mailing)
 - C-3 Release Form (Second Mailing)
- D. Timeline

PART V. SIGNATURES

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Kforce.

(6), (7)(C)

David Kelly
Chief Financial Officer
Kforce Incorporated
1001 East Palm Avenue
Tampa, Florida 33605

DATE: 6/27/19

(6), (7)(C)

Samuel Maiden
Regional Director---Southeast
Office of Federal Contract Compliance
Programs

DATE: 7/3/2019

(6), (7)(C), (7)(E)

Compliance Officer
Orlando Area Office

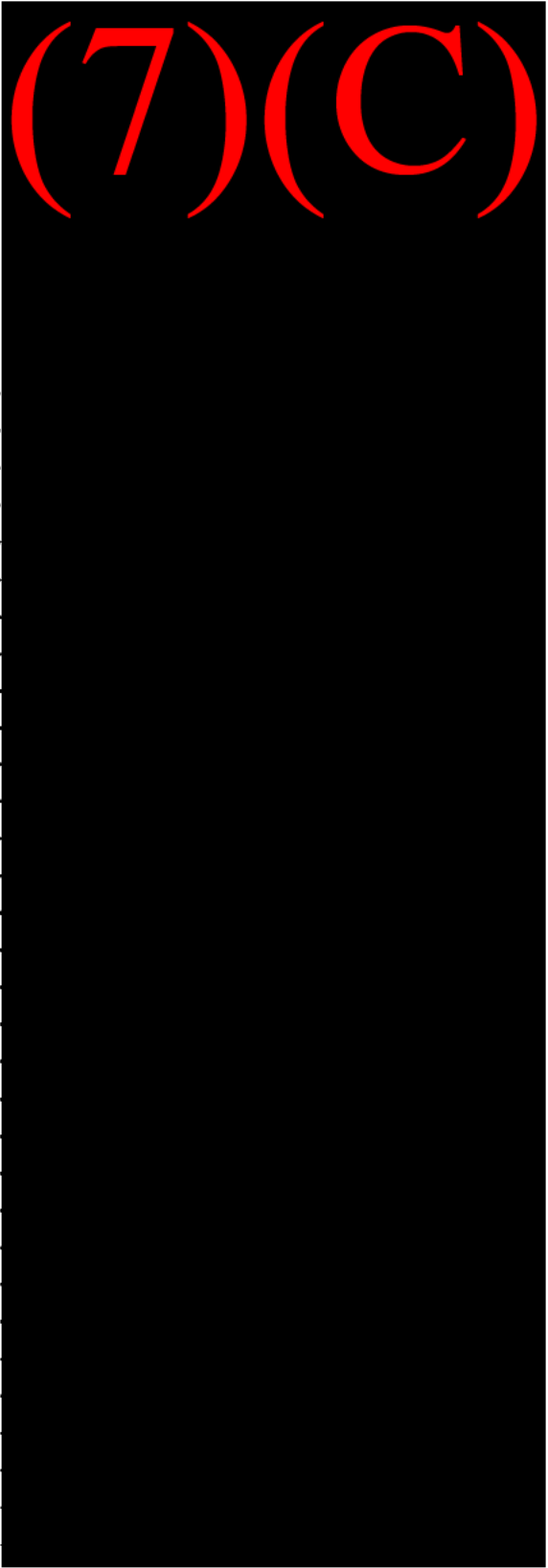
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(6), (7)(C)

Miguel A. Rivera, Jr.
District Director
Southeast Region

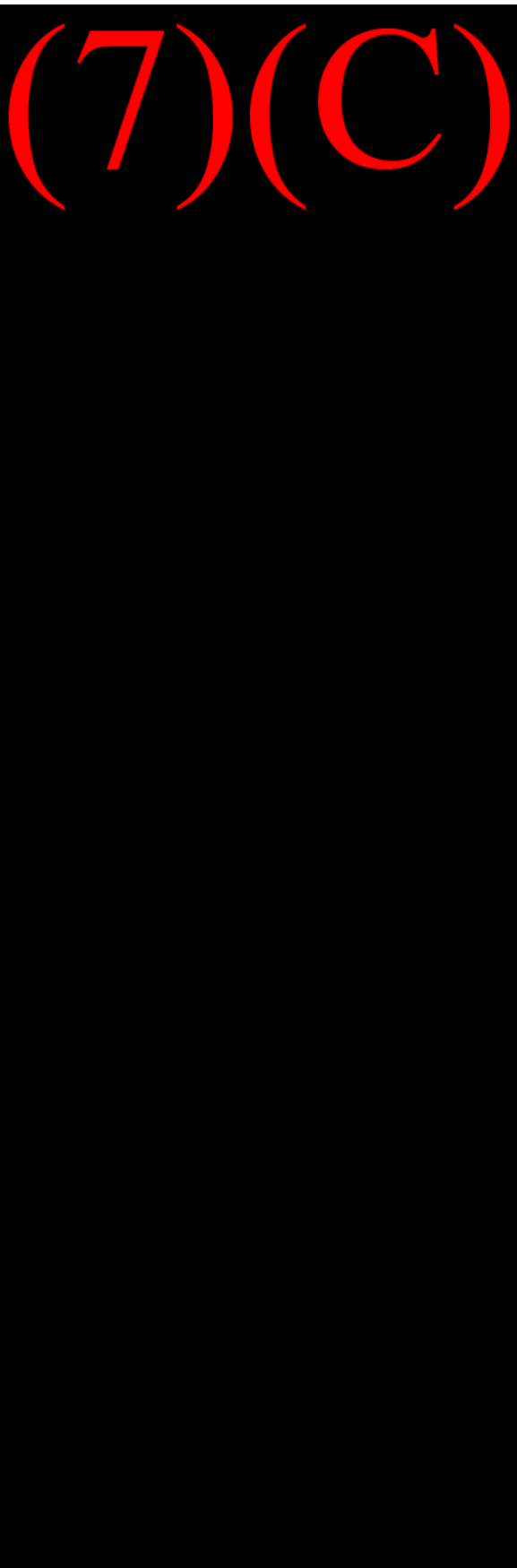
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Attachment A
Affected Applicants List

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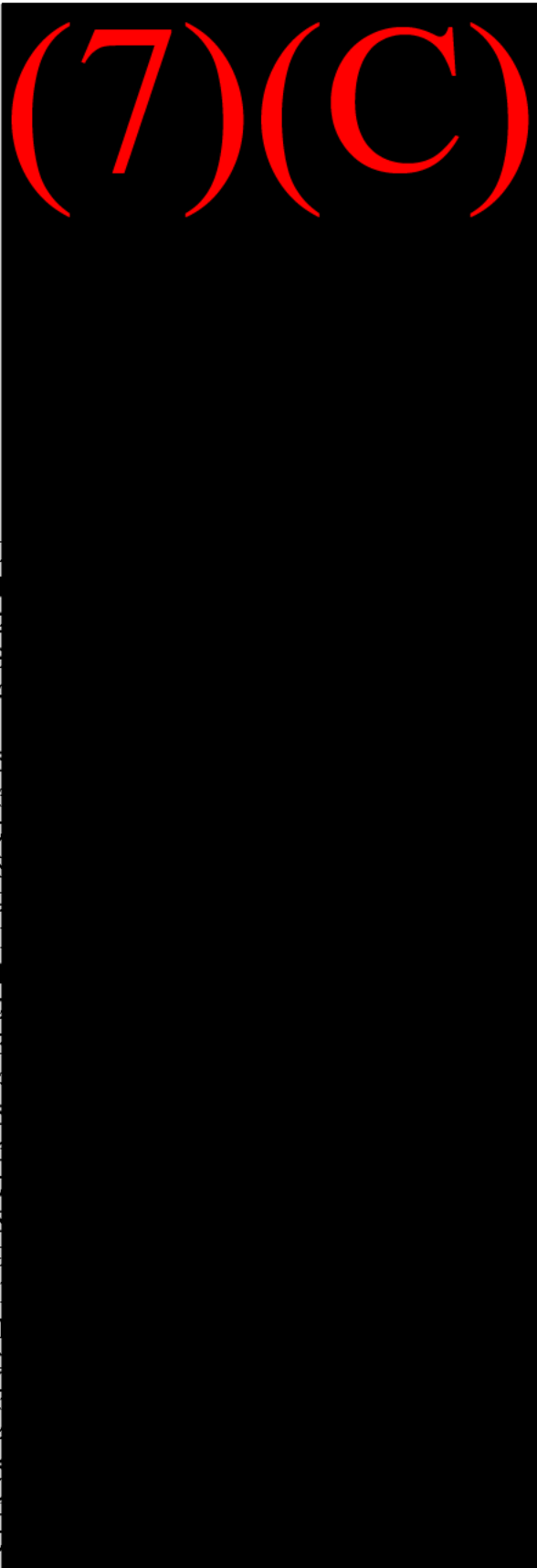
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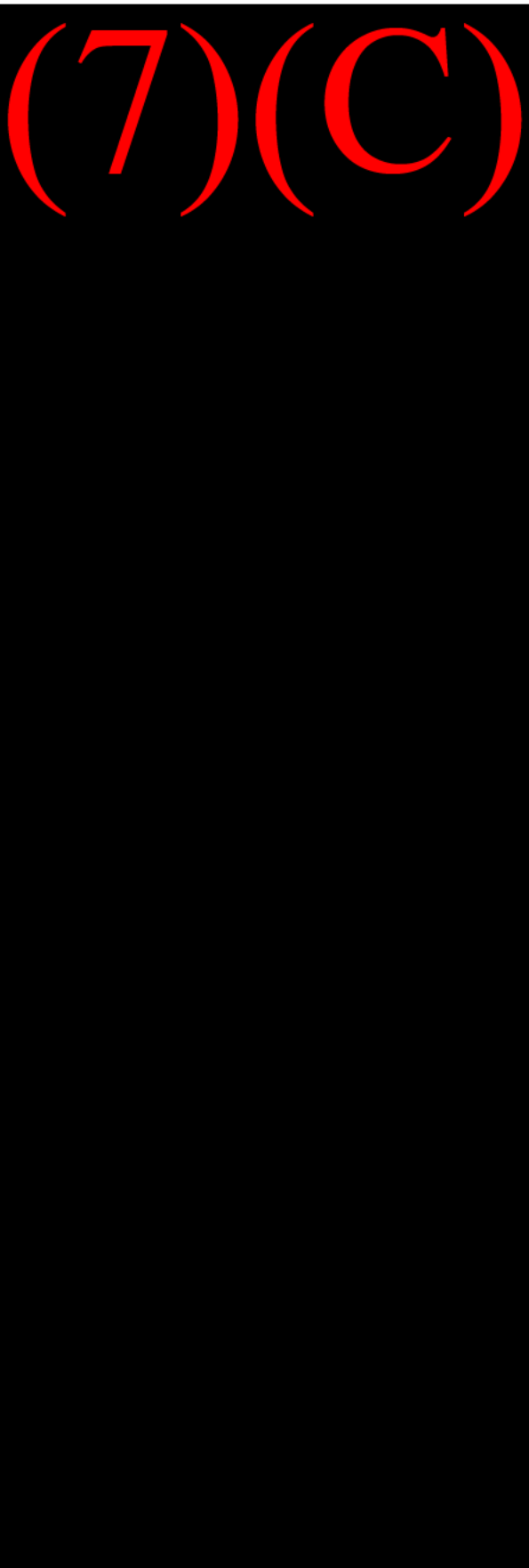


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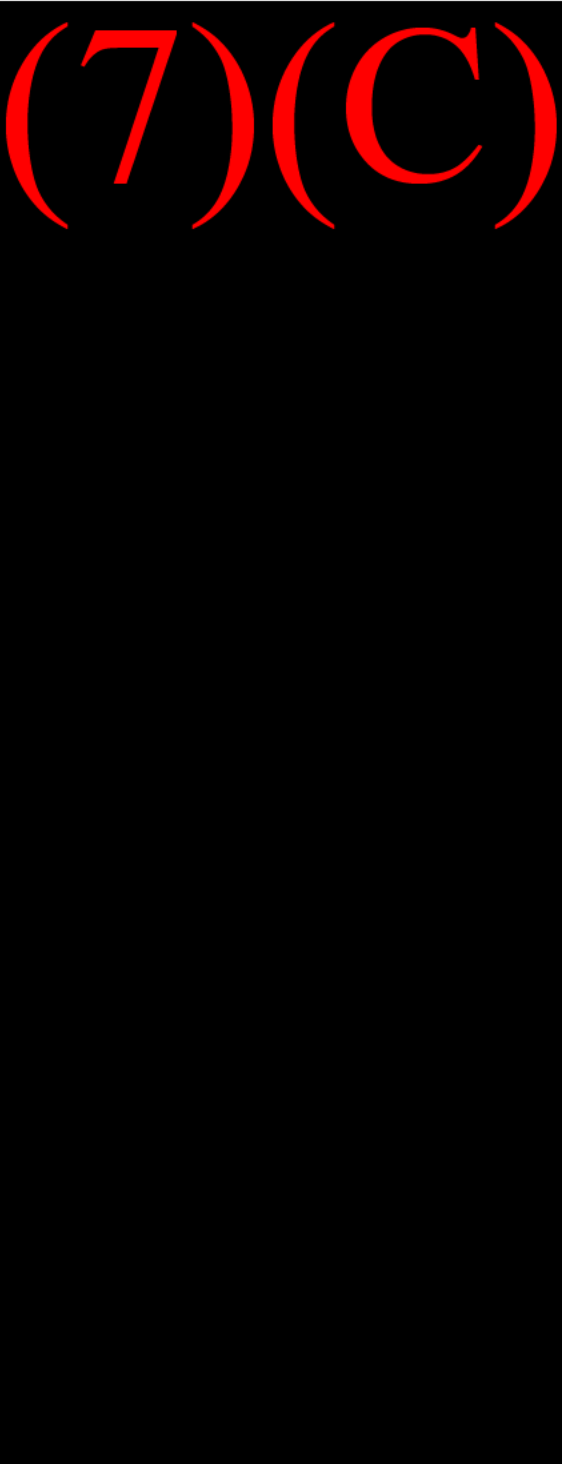
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Attachment B-1 Notice (First Mailing)

You may be eligible to get money because of a legal settlement between Kforce Incorporated (Kforce) and the U.S. Department of Labor.

We are writing to provide information about a legal settlement between the U.S. Department of Labor and Kforce that may benefit you. This settlement involves claims of discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment.

ARE YOU AFFECTED?

Black applicants who applied for employment as a Talent Qualification Specialist Trainee with Kforce at its Tampa, Florida establishment during the period January 1, 2014 through December 31, 2015, and were not selected, are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted a review of Kforce's hiring practices. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP alleges that Kforce discriminated against black applicants in hiring for the Talent Qualification Specialist Trainee position during the period of January 1, 2014 through December 31, 2015. Kforce does not agree with those claims. Ultimately, OFCCP and Kforce have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle violations issued by OFCCP. As a result, Kforce must pay money to black applicants who applied for a Talent Qualification Specialist Trainee position during the timeframe described above.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for a Talent Qualification Specialist Trainee position during the relevant time frame, this settlement may provide you with some specific benefits:

1. You may be eligible to receive a payment of at least \$912.10 (before taxes). This payment represents your share of back wages and other payments Kforce is making to settle the case. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.
2. To get these benefits, you will need to release (agree to give up) certain legal claims, and sign the enclosed Interest and Release forms.

WHAT IS YOUR NEXT STEP?

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

Please do not ignore these forms or throw them away. Otherwise, you could miss an opportunity to receive money.

To be eligible for a payment, you must complete, sign, and return **both** of the following enclosed forms, (1) the Information Verification & Interest Form (“Interest Form”) and (2) the Release of Claims under Executive Order 11246 (“Release”). Send your completed and signed forms to:

Deadline for returning the forms:

The forms must be postmarked by August 22, 2019.

The forms must be sent to:

**Erin Harrison
Kforce Incorporated
1001 East Palm Avenue
Tampa, Florida 33605**

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

If you fail to return both of the required forms by the deadline above, you will not be eligible to receive any money or any other benefits that are available to you under the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact, (7)(C), (7)(E), Compliance Officer at 407-648-6181, (7)(C) [@dol.gov](mailto:(7)(C)@dol.gov).

**Attachment B-2
Interest Form (First Mailing)**

**INFORMATION VERIFICATION & INTEREST FORM
("INTEREST FORM")**

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

**INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR
MONEY (BACK WAGES) FROM THE SETTLEMENT**

You may be eligible for a money payment from the settlement.

To receive this benefit, you must complete and return this Interest Form and the enclosed Release form.

Deadline for returning the forms:

The forms must be postmarked by August 22, 2019.

The forms must be sent to:

**Erin Harrison
Kforce Incorporated
1001 East Palm Avenue
Tampa, Florida 33605**

If you do not submit a properly completed Interest Form and Release by the deadline above, then your claim will not be on time and you will not receive any money from this settlement.

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

This form will only be used to confirm important information we need in order to make sure you are eligible to receive money under this settlement and process your payment.

Note: This notice is only for the person it was addressed to and cannot be transferred or used by another person who is not a part of the settlement.

Step 1: Please confirm your contact information to process your payment (print legibly).

Name: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

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

Please provide your social security number: _____

*Your Social Security Number is required in order to process your payment for tax purposes.
Your Social Security Number will not be used for any other purpose.*

Please provide your date of birth: _____

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

Compliance Officer, (7)(C), (7)(E)
U.S. Department of Labor
Office of Federal Contract Compliance Programs
1001 Executive Center Drive # 100
Orlando, Florida 32803
Tel: 407-648-6181 or email: (7)(C) @dol.gov

Step 2: Sign and return along with the Release Form

I certify the above as true and correct.

Signature

Date

Attachment B-3
Release (First Mailing)

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY FROM THE SETTLEMENT

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Kforce Incorporated (Kforce) paying you money, you agree that you will not file any lawsuit against Kforce for allegedly violating Executive Order 11246 in connection with its selection procedures for Talent Qualification Specialist Trainee positions. It also says that the Kforce does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of the payment of at least \$912.10 (less deductions required by law) by Kforce to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Kforce, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my non-selection for employment at any time through the effective date of this Release.

II.

I understand that Kforce does not agree that it treated me unlawfully or unfairly in any way and that Contractor entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance reviews initiated by OFCCP related to the facility covered by the Conciliation Agreement. I further agree that the payment of the aforesaid sum by Contractor to me is not to be construed as an admission of any liability by Contractor.

III.

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

IV.

I understand that if I do not sign this Release and return it by the deadline set forth in the enclosed

notice, I will not be entitled to receive any payment (less deductions required by law).

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

Signature: _____ Date: _____

Printed Name: _____

Attachment C-1 Notice (Second Mailing)

You may be eligible to get money because of a legal settlement between Kforce Incorporated (Kforce) and the U.S. Department of Labor.

We are writing to provide information about a legal settlement between the U.S. Department of Labor and Kforce that may benefit you. This settlement involves claims of discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment.

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WHAT DOES THIS MEAN FOR YOU?

Because you applied for a Talent Qualification Specialist Trainee position during the relevant time frame, this settlement may provide you with some specific benefits:

1. You may be eligible to receive a payment of at least \$912.10 (before taxes). This payment represents your share of back wages and other payments Kforce is making to settle the case. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.
2. To get these benefits, you will need to release (agree to give up) certain legal claims, and sign the enclosed Interest and Release forms.

WHAT IS YOUR NEXT STEP?

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

Please do not ignore these forms or throw them away. Otherwise, you could miss an opportunity to receive money.

To be eligible for a payment, you must complete, sign, and return **both** of the following enclosed forms, (1) the Information Verification & Interest Form (“Interest Form”) and (2) the Release of Claims under Executive Order 11246 (“Release”). Send your completed and signed forms to:

Deadline for returning the forms:

The forms must be postmarked by November 25, 2019

The forms must be sent to:

**Erin Harrison
Kforce Incorporated
1001 East Palm Avenue
Tampa, Florida 33605**

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

If you fail to return both of the required forms by the deadline above, you will not be eligible to receive any money or any other benefits that are available to you under the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact, (7)(C), (7)(E), Compliance Officer at 407-648-6181, (7)(C) [@dol.gov](mailto:(7)(C)@dol.gov).

**Attachment C-2
Interest Form (Second Mailing)**

**INFORMATION VERIFICATION & INTEREST FORM
("INTEREST FORM")**

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

**INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR
MONEY (BACK WAGES) FROM THE SETTLEMENT**

You may be eligible for a money payment from the settlement.

To receive this benefit, you must complete and return this Interest Form and the enclosed Release form.

Deadline for returning the forms:

The forms must be postmarked by November 25, 2019

The forms must be sent to:

**Erin Harrison
Kforce Incorporated
1001 East Palm Avenue
Tampa, Florida 33605**

If you do not submit a properly completed Interest Form and Release by the deadline above, then your claim will not be on time and you will not receive any money from this settlement.

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

This form will only be used to confirm important information we need in order to make sure you are eligible to receive money under this settlement and process your payment.

Note: This notice is only for the person it was addressed to and cannot be transferred or used by another person who is not a part of the settlement.

Step 1: Please confirm your contact information to process your payment (print legibly).

Name: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

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

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

Please provide your date of birth: _____

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

Compliance Officer, (7)(C), (7)(E)
U.S. Department of Labor
Office of Federal Contract Compliance Programs
1001 Executive Center Drive # 100
Orlando , Florida 32803
Tel: 407-648-6181 or email: (7)(C) @dol.gov

Step 2: Sign and return along with the Release Form

I certify the above as true and correct.

Signature

Date

Attachment C-3
Release (Second Mailing)

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY FROM THE SETTLEMENT

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Kforce Incorporated (Kforce) paying you money, you agree that you will not file any lawsuit against Kforce for allegedly violating Executive Order 11246 in connection with its selection procedures for Talent Qualification Specialist Trainee positions. It also says that the Kforce does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of the payment of at least \$912.10 (less deductions required by law) by Kforce to me, which I agree is acceptable, I agree to the following:

V.

I hereby waive, release and forever discharge Kforce, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my non-selection for employment at any time through the effective date of this Release.

VI.

I understand that Kforce does not agree that it treated me unlawfully or unfairly in any way and that Contractor entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance reviews initiated by OFCCP related to the facility covered by the Conciliation Agreement. I further agree that the payment of the aforesaid sum by Contractor to me is not to be construed as an admission of any liability by Contractor.

VII.

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

VIII.

I understand that if I do not sign this Release and return it by the deadline set forth in the enclosed

notice, I will not be entitled to receive any payment (less deductions required by law).

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

Signature: _____ Date: _____

Printed Name: _____

Attachment D- Timeline

ACTIVITY	DATE
Kforce Mails First Notice Documents	July 15, 2019
Postmark Deadline for Affected Applicants to Reply to First Notice	August 22, 2019
Kforce Notifies OFCCP of Undeliverable Mailings	August 30, 2019
OFCCP Provides Updated Contact Information to Kforce	September 30, 2019
Kforce Mails Second Notice Documents	October 18, 2019
Postmark Deadline for Affected Applicants to Reply to Second Notice	November 25, 2019
Kforce Provides List of its Determination of Eligible Applicants	December 3, 2019
OFCCP Reviews and Approves Final List and Distribution Amounts	January 3, 2020
Kforce Mails Back pay Checks	January 17, 2020
Kforce Notifies OFCCP of Any Checks Returned as Undeliverable	February 21, 2020

ACTIVITY	DATE
OFCCP Provides Updated Addresses	March 6, 2020
Kforce Mails Back pay Checks to New Addresses	March 20, 2020
Distribution of Remaining Funds to Eligible Applicants	April 3, 2020