

**CONCILIATION AGREEMENT**  
Between the  
U.S. DEPARTMENT OF LABOR  
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

And

LandCare USA, LLC  
2100 Polaris Ave.  
Austin, TX 78757

**PART I. PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated LandCare USA, LLC's ("LandCare") facility located at 2100 Polaris Ave., Austin, TX 78757 and found that LandCare was not in compliance with the Executive Order 11246, as amended ("E.O. 11246") and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 ("VEVRAA") and their implementing regulations at 41 C.F.R. Sections 60-1, 60-2, 60-3, and 60-300. OFCCP notified LandCare of the specific violations found and the corrective actions required in a Notice of Violations issued on February 23, 2017. 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 LandCare enter this Conciliation Agreement ("Agreement") and agree to all of the terms stated below.

**PART II. GENERAL TERMS AND CONDITIONS**

1. In exchange for LandCare's fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246 and VEVRAA based on the violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violations described in Part III if LandCare violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. LandCare agrees that OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. LandCare will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. To the extent LandCare is covered under E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 ("Section 503"), and/or VEVRAA and their implementing regulations, and other applicable equal employment laws, nothing in this agreement relieves LandCare of its obligation to fully comply with the requirements of E.O. 11246, Section 503, and/or VEVRAA;

their implementing regulations, or any other equal employment statutes under which LandCare is covered.

4. To the extent LandCare is covered under E.O. 11246, LandCare promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.
7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day it is signed by the Regional Director of the Southwest and Rocky Mountain Region ("the Effective Date") unless the Director or Acting Director of OFCCP indicates otherwise within 45 calendar days of the Regional Director's signature on this Agreement.
9. This Agreement will expire sixty (60) days after LandCare submits the final progress report required in Part IV (D), below, unless OFCCP notifies LandCare in writing prior to the expiration date that LandCare has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines LandCare has met all of its obligations under the Agreement.
10. If LandCare violates this Agreement.
  - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
    - 1) If OFCCP believes that LandCare violated any term of the Agreement while it was in effect, OFCCP will send LandCare a written notice stating the alleged violations and summarizing any support evidence.
    - 2) LandCare will have 15 calendar days from receipt of such notice to demonstrate in writing that it has not violated the Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
    - 3) If LandCare is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
    - 4) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of the underlying violations resolved by this Agreement.

B. LandCare may be subject to the sanctions set forth in Section 209 of the Executive Order, 41C.F.R. § 60-300.66 and/or other appropriate relief for violation of this Agreement.

11. This Agreement does not constitute an admission by LandCare of any violation of E.O. 11246, VEVRAA, or other laws, nor has there been an adjudicated finding that LandCare violated any laws.

### **PART III: SPECIFIC PROVISIONS AND REMEDIES**

1. **VIOLATION:** OFCCP found that LandCare is not in compliance with 41 CFR 60-1.4 (a)(1). During the period of January 1, 2011 through July 31, 2014, OFCCP's analysis of refined applicant and hiring data showed a statistically significant disparity that negatively affected female applicants for the Laborer Job Group. OFCCP's analysis resulted in a hiring disparity of (b) (7)(E) standard deviations and a shortfall of nine females.
2. **VIOLATION:** OFCCP found that LandCare is not in compliance with 41 CFR 60-1.4 (a)(1). During the period of January 1, 2012 through at least December 31, 2013, OFCCP's analysis of refined applicant and hiring data showed a statistically significant disparity that negatively affected black and white applicants for the Laborer Job Group. OFCCP's analyses resulted in a hiring disparity for black applicants of (b) (7)(E) standard deviations and a shortfall of 17, and white applicants of (b) (7)(E) standard deviations and a shortfall of 23.

**REMEDY:** With respect to Violations 1 and 2 above, LandCare will provide the following make whole relief to the alleged identified victims of discrimination in accordance with the provisions below and cease any hiring practices and/or policies that unlawfully or adversely impact female, black, and white applicants and take the following corrective actions:

- a. **Notification:** Within 60 calendar days of the Effective Date of this Agreement, LandCare must notify the female, black and white class members listed in Attachment 1 of the terms of this Agreement by mailing by first class mail to each class member the: Notice to Affected Class (Attachment 2, "Notice"), Information Verification & Employment Interest Form (Attachment 3, "Interest Form"), the Release of Claims Under Executive Order 11246 (Attachment 4, "Release Form"), and a postage paid return envelope. LandCare will notify OFCCP weekly of all letters returned as undeliverable. Additionally, within 35 calendar days after the date of the mailing of the Notice, Interest Form, and Release Form, LandCare will notify OFCCP of all letters returned as undeliverable, and will provide OFCCP with a list of the individuals in the affected class who have not yet responded to the Notice and/or have not returned a fully executed Interest Form and Release Form. OFCCP will then attempt to obtain and provide updated addresses to LandCare within ten calendar days of receiving the list from LandCare. LandCare agrees to mail by certified mail a second Notice, Interest Form, Release Form and postage paid return envelope to all class members for whom updated addresses were obtained within five calendar days of receiving the updated addresses.
- b. **Eligibility:** All class members, listed separately on Attachment 1, who timely and fully execute and return the Interest Form and Release Form to LandCare within 140 calendar

days of the Effective Date of the Agreement ("Eligible Class Members") will equally share the monetary settlement and, if indicating an interest in employment, will be eligible to be considered for a Laborer job pursuant to this Agreement. If a Class Member receives, but does not return the Interest Form and Release Form to LandCare within 140 calendar days of the Effective Date of the Agreement, the Class Member will no longer be entitled to any relief pursuant to this Agreement. Within 10 calendar days after the response deadline set out in the Interest Form, LandCare will provide OFCCP with a list of the Eligible Class Members (individuals who returned the Interest Form and Release Form by the deadline). Within 10 calendar days after receiving the list, OFCCP will review and approve the final list of Eligible Class Members or discuss with LandCare any issues necessary to finalize the list, such as the inclusion or exclusion of certain Class Members. All Eligible Class Members are entitled to their share of the monetary settlement regardless of whether they are interested in employment with LandCare.

- c. Monetary Settlement: LandCare agrees to distribute \$ 100,000.00 (\$85,477.20 in back pay and \$14,522.80 in interest), less legal deductions required by law from back pay only (such as federal, state and/ or local taxes and the Eligible Class Members' share of FICA taxes), in equal shares among all Eligible Class Members on the final approved list. LandCare will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings, and will mail to each Eligible Class Member an IRS W-2 Form reporting 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 mailed at the end of the year. LandCare will disburse the monetary settlement within 15 calendar days after OFCCP approves the final Eligible Class Member List.

Within seven calendar days of LandCare's receipt of a check to an Eligible Class Member returned as undeliverable, LandCare must notify OFCCP of this fact via e-mail sent to Compliance Officer (b) (7)(C), (b) (7)(E) at (b) (7)(C), (b) (7)(E)@dol.gov. OFCCP will attempt to locate such Eligible Class Member and will provide LandCare with any alternative addresses OFCCP obtains. LandCare will re-mail the check within ten calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 calendar days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds, LandCare will make a second distribution within thirty (30) days of uncashed checks becoming void, in equal shares to all Eligible Class Members who cashed their first check. If the total amount of uncashed funds would result in a payment of less than \$20 for each Eligible Class Member, LandCare shall use the uncashed funds to provide training in EEO to its personnel.

- d. Offer of Employment: As Laborer positions become available, LandCare will make job offers to qualified Eligible Class Members not then currently employed by LandCare who timely return a fully executed Interest Form and Release Form expressing an interest in employment with LandCare as a Laborer employee, until 45<sup>1</sup> Eligible Class Members are hired (9 female, 21 white and 15 black Eligible Class Members) into the

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<sup>1</sup> This number is the adjusted total shortfall that accounts for overlap between the gender and race groups impacted.

Laborer positions, or until the list of Eligible Class Members expressing an interest in employment is exhausted, whichever occurs first. Eligible Class Members will be considered in the order that LandCare receives their Interest Forms and priority will be given to Eligible Class Members who timely return a fully executed Interest Form and Release Form expressing an interest in employment with LandCare as a Laborer employee prior to offers of non-Eligible Class Members, including H2B workers. If LandCare receives more than one response on any given day, those Eligible Class Members will be considered for employment based on the date of their original application. LandCare must initiate its hiring of Eligible Class Members as soon as it begins receiving completed Interest Forms and Release Forms and must complete its hiring obligations under this section within 12 months of the Effective Date of this Agreement or until the list of Eligible Class Members expressing an interest is exhausted, whichever is first.

LandCare's obligation to hire 45 Eligible Class members shall cease 12 months from the Effective Date, or until LandCare satisfies its hiring requirements, whichever is first.

Eligible Class Members will be allowed at least two weeks to report for work after receiving a written job offer from LandCare. The Eligible Class Members hired into Laborer positions pursuant to this Agreement must be paid the current wage rate for the Laborer position, and must be provided with the same benefits, opportunities to earn overtime, shift differentials and other earnings as other similarly situated Laborer employees. In addition, all Eligible Class Members hired must receive retroactive seniority using the date of their original application as their hire date for all purposes, including job retention, job bidding and benefits.

- e. Other Provisions: The parties acknowledge that this Agreement does not constitute any evidence that LandCare is a current federal contractor or subcontractor.

**Provisions Contingent on LandCare USA, Inc. Being A Covered Contractor Under E.O. 11246**

- f. Revision of the Hiring Process, Implementation and Training: If LandCare has a federal contract or subcontract sufficient to establish coverage under E.O. 11246, then LandCare will revise, in writing, the practices, policies and procedures it uses to recruit, track and hire applicants<sup>2</sup> for Laborer positions, as applicable for the facility (the "Revised Hiring Procedures"). Specifically, if LandCare has a federal contract or subcontract sufficient to establish coverage under E.O. 11246, then with respect to the Revised Hiring Procedures and training to be conducted at the facility, LandCare agrees to the following:
  - i. To use non-discriminatory qualifications and written criteria to select and/or eliminate Laborer applicants at each step of the hiring process, including the qualifications and criteria to be used in any application screen, interview, test, post-offer screening or other selection procedures. LandCare will also implement

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<sup>2</sup> Solely for the purpose of this Agreement, the term applicant refers to any individual that expresses interest in employment in any format and that Landcare considers for employment.

procedures to limit subjectivity in the hiring process for Laborer openings with respect to the evaluation and use of minimum qualifications.

- ii. To adopt procedures to ensure that: (i) applicants are tracked and decisions are documented at each step in the hiring process, and (ii) documents are retained in accordance with 41 CFR 60-1.12(a) and Part 60-3.
  - iii. To conduct adverse impact analyses concerning Laborer hires (i.e., comparing the number of applicants vs. the number of hires, by race and by gender to the extent known, for the applicable job group during the applicable time period) on at least an annual basis as is set forth in Part IV below. LandCare will also provide OFCCP with the results of its adverse impact analyses concerning Laborer applicants vs. hires during such 12 month period. If adverse impact is found in the total selection process, LandCare will: (a) conduct an additional adverse impact analysis comparing the number of applicants to offers and/or analyze the effect on offers from events outside of LandCare's control (e.g., failing E-verify or drug screen), and (b) analyze each component of the hiring process to determine the step or steps potentially causing the adverse impact and promptly make adjustments to the hiring process as reasonably warranted in order to eliminate the adverse impact to the extent lawful. For purposes of the hire adverse impact analyses, LandCare will not count Eligible Class Members (as defined in subparagraph c below) who are hired pursuant to this Agreement as applicants or hires. LandCare will report on this analysis and its adjustments, if applicable, during the 12-month monitoring period. LandCare will retain all records used in the adverse impact analyses and records related to any adjustments.
  - iv. LandCare will fully implement the Revised Hiring Process and will train all individuals involved in any way in recruiting, selecting or tracking applicants for Laborer positions on the Revised Hiring Process. The training will include instruction in the proper implementation of the recruitment, tracking and selection procedures, the neutral application of the specified qualifications and criteria that will be used at each step in the hiring process, the procedures to be used to document the decisions made at each step in the hiring process, and the procedures to be used to ensure that documents are retained in accordance with 41 CFR 60-1.12(a) and Part 60-3.
3. VIOLATION: LandCare failed to preserve and make available for inspection all personnel and employment records in accordance with the requirements of 41 CFR 60-1.12(a), 41 CFR 60-3.4, and 41 CFR 60-3.15. Specifically, from January 1, 2011 to at least July 31, 2014, LandCare failed to maintain complete and accurate records of applicant flow logs, interview records, drug test and background check results, job applications, and self-identification forms.

LandCare submitted two applicant flow logs for the same period, January 1, 2011 through December 14, 2012, which when compared, had numerous differences. Specifically, the applicant flow logs differed in the number of entries, hires noted, dispositions assigned, and

data maintained. Furthermore, for the period January 1, 2011 to at least July 31, 2014, OFCCP determined (b) (7)(F) individuals for whom OFCCP received records were not on the applicant flow logs.

In regards to the documentation related to the interview process, OFCCP determined at least (b) (7)(F) interview records were not maintained and/or made available. Furthermore, OFCCP determined at least (b) (7)(F) drug screen and background check results were not maintained and/or made available.

Lastly, to date, LandCare failed to maintain and/or make available to OFCCP (b) (7)(F) job applications and (b) (7)(F) self-identification forms.

REMEDY: If LandCare has a federal contract or subcontract sufficient to establish coverage under E.O. 11246, then LandCare will ensure that it has established and implemented procedures to collect and maintain records in accordance with the requirements of 41 CFR 60-1.12(a) and Part 60-3.

4. VIOLATION: LandCare failed to conduct adverse impact analyses of the overall selection process in accordance with 41 CFR 60-3.4 and 60-3.15A. Additionally, LandCare failed to conduct an adverse impact analysis for each group constituting more than 2% of the labor force or 2% of the applicable workforce and failed to submit an evaluation of the individual components of the selection process for adverse impact in accordance with the requirements of 41 CFR 60-3.4 and 60-3.15A.

REMEDY: If LandCare has a federal contract or subcontract sufficient to establish coverage under E.O. 11246, then LandCare will conduct adverse impact analyses on at least an annual basis for the purpose of determining whether adverse impact exists against applicants based on race, sex, or ethnic group in hiring, promotion, termination, and other personnel activities. These analyses will be done by job for each group constituting more than 2% of the labor force in the relevant labor area or 2% of the applicable workforce. If adverse impact is identified in the total selection process, LandCare will evaluate each individual component of the selection process for adverse impact. If adverse impact is found to exist in any of the individual components of the selection process, LandCare will validate each such component in accordance with the Uniform Guidelines on Employee Selection Procedures or utilize selection procedures which do not result in adverse impact for as long as LandCare is federal contractor.

5. VIOLATION: During the period December 14, 2010 to at least July 31, 2014, LandCare failed to immediately list all employment openings with either the state workforce agency job bank or a local employment service delivery system serving the location where the openings occurred in violation of 41 CFR 60-300.5 (a) 2-6.

REMEDY: If LandCare has a federal contract or subcontract sufficient to establish the obligation to comply with the job listing requirements under VEVRAA, then LandCare will list all employment openings as they occur with an appropriate employment service delivery system ("ESDS") (either the state workforce agency job bank or a local ESDS) where the openings occur, in a manner and format that will allow the ESDS to provide priority referrals

of protected veterans to LandCare, as required by 41 CFR 60-300.5(a)2-6 (2014). With its initial listing, and as subsequently needed to update the information, LandCare will also advise the ESDS that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state and provide the ESDS with the name and address of each of its hiring locations within the state and the contact information for LandCare's official responsible for hiring at each location, in accordance with 41 CFR 60-300.5(a)4. Should any of the information in the disclosures change since it was last reported to the ESDS, the LandCare shall provide updated information simultaneously with its next job listing for as long as LandCare is federal contractor.



**Part IV: REPORTS REQUIRED:**

LandCare must submit the documents and reports described below to Dinorah S. Boykin, District Director, OFCCP, San Antonio District Office at 615 E. Houston St., Ste. 340, San Antonio, Texas 78205.

1. LandCare agrees to submit two (2) progress reports in order for the OFCCP to monitor compliance with this Agreement.

Report	Due Date	Period Covered
1	07/02/2018	12/01/2017 thru 05/31/2018
2	01/02/2019	06/01/2018 thru 11/30/2018

Pursuant to Violations 1 and 2, each report shall include the following:

- A. LandCare will submit all documents and information referenced in sections Part III-paragraphs (a) through (d) of Remedy for Violations 1 and 2 within the specified timeframes. Such documents and information include, but are not necessarily limited to, letters returned as undeliverable, a list of Class Members who have not responded to or returned a fully executed Interest Form and Release Form, a list of Class Members who have returned a signed Interest Form and Release Form within 140 calendar days of the effective date;
  - B. Documentation of monetary payments to all Eligible Class Members as specified in section Part III-paragraph (c) of Remedy for Violations 1 and 2. The documentation must include the names of Eligible Class Members who were paid, and, for each Eligible Class Member, the number and the amount of the check and the date the check cleared the bank. LandCare must provide OFCCP with copies of all canceled checks upon request;
  - C. Documentation of specific hiring activity for Eligible Class Members who were hired as Laborers in accordance with this Agreement, including name, date of hire, job title hired into, rate of pay and proof of retroactive seniority and benefits; and
  - D. For Eligible Class Members who were considered for employment but were not hired, LandCare will provide the reason for non-placement along with all relevant documentation (e.g., documentation that the Eligible Class Member declined a job offer).
2. Pursuant to Violations 3 and 4, if LandCare has a federal contract or subcontract sufficient to establish coverage under E.O. 11246, then LandCare will also provide the following in each progress report for the length of the federal contract or length of this Agreement:
    - A. The total number of applicants and hires and the breakdown by race, gender and ethnic group of applicants and hires for Laborer positions during the reporting period, including all temporary, part time, H-2B visa workers, and seasonal workers who were referred to and/or assigned to work at LandCare by a staffing firm or employment agency;

- B. For Laborer positions, the results of LandCare's analysis as to whether its total selection process has adverse impact, as defined in 41 CFR. 60-3.4D, on those members of groups set forth in 41 CFR. 60-3.4B (for purposes of the adverse impact analysis, the LandCare must not include hires made of Eligible Class Members pursuant to this Agreement in that analysis; LandCare must combine the data for the current report with the data from the previous report(s) to analyze at least a 12-month period);
- C. For each case where the total selection process has an adverse impact, as defined in 41 CFR. 60-3.4D, the results of LandCare's evaluation of the individual components of the selection process for adverse impact; and/or

The actions taken by LandCare upon determining that any component of the selection process has an adverse impact on members of groups set forth in section A above.

- 3. LandCare 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 (or "whichever time period is longer").

All dates and deadlines in this Agreement may be modified or extended by written agreement. Further, if a deadline in this Agreement falls on a weekend or federal holiday, the deadline shall be deemed automatically extended to the next applicable business day.

If LandCare has a federal contract or subcontract sufficient to establish coverage under E.O. 11246, LandCare agrees that it will make good faith efforts not to repeat the above alleged violations.

This Agreement will expire 60 calendar days after receipt of the final progress report or on the date the Regional Director of the Southwest and Rocky Mountain Region gives notice to LandCare that it has satisfied its reporting requirements, whichever occurs earlier, unless OFCCP notifies LandCare in writing prior to the expiration of the 60-day period that LandCare has not satisfied its reporting requirements pursuant to this Agreement.

Attachments:

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|--------------|---|
| Attachment 1 | List of Class Members                                 |
| Attachment 2 | Notice to Affected Class                              |
| Attachment 3 | Information Verification and Employment Interest Form |
| Attachment 4 | Release of Claims Under Executive Order 11246         |

**PART V: SIGNATURES**

This Conciliation Agreement is hereby executed by and between the OFCCP and LandCare.

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

James Ballard  
Vice President/Secretary  
LandCare USA, LLC  
5151 Shorcham Place  
San Diego, CA 92122

DATE: November 3, 2017

(b) (7)(C), (b) (7)(E)

(b) (7)(C), (b) (7)(E)

Compliance Officer  
San Antonio District Office, OFCCP  
Southwest and Rocky Mountain Region

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

James Smith  
Assistant District Director  
San Antonio District Office, OFCCP  
Southwest and Rocky Mountain Region

DATE: November 3, 2017

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

Dinorah S. Boykin  
District Director  
San Antonio District Office, OFCCP  
Southwest and Rocky Mountain Region

DATE: November 3, 2017

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

Melissa L. Speer  
Regional Director  
Southwest and Rocky Mountain Region  
OFCCP

DATE: 11-6-2017

ATTACHMENT 1  
Affected Class Members

Count	Last Name	First Name	Application Date(s)	Gender	Race
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## ATTACHMENT 2

### NOTICE TO AFFECTED CLASS

Dear [NAME]:

LandCare USA, LLC ("LandCare") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to remedy the violations of Executive Order 11246, as amended ("E.O. 11246") that OFCCP found during a compliance review of LandCare's facility located at 2100 Polaris Ave., Austin, TX 78757. OFCCP's analysis of LandCare's hiring process and selection procedures revealed that LandCare discriminated against female applicants during the period of January 1, 2011 through July 31, 2014 and against black and white applicants during the period of January 1, 2012 through December 31, 2013 for Laborer jobs. LandCare denies and does not admit to any violation of E.O. 11246 or 4212 and there has not been any adjudicated finding that LandCare violated any laws. OFCCP and LandCare entered into the Agreement to resolve the matter without resorting to further legal proceedings. You have been identified as an individual who applied for a Laborer position during that time period, but was not hired.

As part of this Agreement, you are eligible to receive a distribution of at least \$ \_\_\_\_\_ less lawful payroll deductions. Under the terms of this Agreement, it may take up to seven months from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must complete, sign, and return the enclosed Release of Claim and Information Verification and Employment Interest Form. You should complete and mail back the forms as soon as possible but no later than \_\_\_\_\_ (140 calendar days from the Effective Date of the Agreement) for you to be entitled to participate in this settlement:

Ruth Friis  
LandCare USA, LLC  
5151 Shorcham Place, Suite 140  
San Diego, CA 92122

You may use the enclosed postage-paid return envelope to return the completed and signed Release of Claim and Information Verification and Employment Interest Form.

In addition to the monetary distribution, LandCare will be making job offers for Laborer positions to a limited number of individuals receiving this notification. It is not certain that you will receive a job offer. If you are still interested in employment with LandCare, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for Laborer positions in the order that LandCare receives the Information Verification and Employment Interest Form expressing an interest in employment. All individuals hired pursuant to this Agreement will be provided with retroactive seniority for purposes of benefits. If you have any questions, you may call Jim Ballard at LandCare at (b) (6), (b) (7)(C), or OFCCP Compliance Officer (b) (7)(C), (b) (7)(E) at 210-472-5853. Your call will be returned as soon as possible.

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO LANDCARE BY ACTUAL DATE (140 calendar days from the Effective Date of the Agreement), YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.**

Sincerely,  
(NAME)

Enclosures:

Information Verification and Employment Interest Form  
Release of Claims Under Executive Order

**ATTACHMENT 3**  
**INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM**

**You must complete this form in order to be eligible for the monetary payment and/or employment opportunities under the terms of the Conciliation Agreement ("Agreement") between LandCare USA, LLC ("LandCare") and the Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.**

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

Address: \_\_\_\_\_

Telephone Nos.: Home \_\_\_\_\_ Cell \_\_\_\_\_ Work \_\_\_\_\_

Email Address: \_\_\_\_\_

Notify LandCare at the address below if your address or phone number changes within the next twelve months.

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

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

☐ Female ☐ Male

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

☐ Caucasian ☐ African American/Black ☐ Hispanic ☐ Asian ☐ Native American

☐ Native Hawaiian/Pacific Islander

Please indicate below whether you are currently interested in employment in a Laborer position with LandCare; and if you have previously worked for LandCare. If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

☐ Yes, I am still interested in employment with LandCare for a Laborer position.

☐ No, I am not currently interested in employment with LandCare for a Laborer position.

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW BY [DATE], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.**

I, \_\_\_\_\_, certify the above is true and correct.  
(print name)

Signature

Date



**ATTACHMENT 4**  
**RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246**

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for LandCare USA, LLC ("LandCare") paying you money, you agree that you will not file any lawsuit against LandCare for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for Laborer positions. It also says that LandCare 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 \$ \_\_\_\_\_ (less deductions required by law) by LandCare to me, which I agree is acceptable, I \_\_\_\_\_ agree to the following:  
(print name)

I.

I hereby waive, release and forever discharge LandCare, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, 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 or 4212, 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 in a Laborer position on the basis of my race, ethnicity or gender at any time through the effective date of this Release.

II.

I understand that LandCare denies that it treated me unlawfully or unfairly in any way and that LandCare 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 review initiated by OFCCP on [INSERT DATE]. I further agree that the payment of the aforementioned sum by LandCare to me is not to be construed as an admission of any liability by LandCare.

III.

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

IV.

I understand that if I do not sign this Release and return it to LandCare ON OR BEFORE \_\_\_\_ (DATE), I will not be entitled to receive any payment (less deductions required by law) from LandCare.

IN WITNESS WHEREOF, I have signed this document on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Signature