

# CONCILIATION AGREEMENT

Between

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

and

ANDREWS INTERNATIONAL  
455 N. Moss Street  
Burbank, CA 91502

## **PART I. PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated Andrews International's ("Andrews") facility located at 3333 Bowers Avenue #290, Santa Clara, CA and found that Andrews was not in compliance with the Executive Order 11246, as amended ("E.O. 11246"), Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 ("Section 503"), 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. Section(s) 60-1, 60-2, 60-3, 60-4, 60-300, and/or 60-741. OFCCP notified Andrews of the specific violations found and the corrective actions required in a NOTICE OF VIOLATIONS issued on February 12, 2015. 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 Andrews 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 Andrews' 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, Section 503, 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 Andrews violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Andrews 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. Andrews will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.

3. Andrews understands that nothing in this Agreement relieves Andrews of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment laws.
4. Andrews promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.
7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day it is signed by the Regional Director of the Pacific Region (the "Effective Date") unless the Director of OFCCP indicates otherwise within 45 calendar days of the date the Regional Director signs the Agreement.
9. This Agreement will expire sixty (60) days after Andrews submits the final progress report required in Part IV (D), below, unless OFCCP notifies Andrews in writing prior to the expiration date that Andrews has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determine Andrews has met all of its obligations under the Agreement.
10. If Andrews violates this Conciliation Agreement,
  - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
    - 1) If OFCCP believes that Andrews violated any term of the Agreement while it was in effect, OFCCP will send Andrews a written notice stating the alleged violations and summarizing any supporting evidence.
    - 2) Andrews will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
    - 3) If Andrews 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 any underlying violations resolved by this Agreement.

**B.** Andrews may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. § 60-741.66 (2014), or 41 C.F.R. § 60-300.66 (2014) and/or other appropriate relief for violation of this Agreement.

11. This Agreement does not constitute an admission by Andrews of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Andrews violated any laws.

12. Nothing herein is intended to relieve Andrews from the obligation to comply with the requirements of E.O.11246, Section 503, and/or VEVRAA, their implementing regulations, or any other equal employment statute or executive order or its implementing regulations. In addition this Conciliation Agreement in no way limits the applicability of the revised regulations implementing Section 503, 41 CFR Part 60-741 (2014) and the revised regulations implementing VEVRAA, 41 CFR Part 60-300 (2014).

### **PART III. SPECIFIC VIOLATIONS AND REMEDIES**

#### **1. HIRING DISCRIMINATION**

**A.** STATEMENT OF VIOLATION. OFCCP found that Andrews is not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 C.F.R. § 60-1.4(a)(1). OFCCP's analysis of Andrews' hiring process and selection procedures revealed that during the period of July 1, 2009 through December 31, 2010 ("review period") Andrews discriminated against African American, Asian, Native American, and Pacific Islander applicants for the Unarmed Security Officer job title. OFCCP found statistically significant disparities in the hiring of Unarmed Security Officers based on race.

**B.** OFCCP'S SPECIFIC FINDINGS. During the review period, Andrews hired 7e African American applicants out of a pool of 7e qualified African American applicants, 7e Asian applicants out of a pool of 7e qualified Asian applicants, 7e Native American applicants out of a pool of 7e qualified Native American applicants, and 7e Pacific Islander applicants out of a pool of 7e qualified Pacific Islander applicants in the Unarmed Security Officer job title. During the same period, Andrews hired 7e Hispanic applicants out of a pool of 7e qualified Hispanic applicants. The difference in selection rates is statistically significant at greater than two standard deviations.

OFCCP found additional evidence of hiring discrimination based on race and ethnicity. An examination of personnel records; employment application data;

interviews of managers, employees, and rejected applicants; as well as other evidence gathered during the compliance evaluation, revealed Hispanic applicants were selected for Unarmed Security Officer job openings at a rate significantly greater than their African American, Asian, Native American, and Pacific Islander counterparts who were equally or more qualified for the position. OFCCP found Andrews did not apply minimum qualification criteria equally, resulting in a pattern or practice of discrimination against **7e** African American, **7e** Asian, **7e** Native American, and **7e** Pacific Islander applicants who applied for the Unarmed Security Officer position during the review period.

**C. REMEDY FOR AFFECTED CLASS.**

1. Andrews will place the sum of \$174,051.86, consisting of back pay and interest, (hereinafter "Settlement Fund") into an interest bearing escrow account at the prevailing interest rate within 15 calendar days from the effective date of the Conciliation Agreement. Andrews will notify the OFCCP within seven calendar days of the establishment of the escrow account. The notification will include the name, address, and telephone number of the financial institution with the escrow account and a contact person who can provide the OFCCP with the current balance of the account and any accrued interest. The notice of the inception of the account will be mailed to:

U.S. DOL-OFCCP  
Hawaii Area Office  
300 Ala Moana Blvd., Room 7-227  
PO Box 50149  
Honolulu, HI 96850

2. Notice. Within 15 calendar days of the Effective Date of this Agreement, OFCCP will provide Andrews with a list including the name, address, and phone number, where possible, for each applicant listed in Attachment A. Andrews will have an additional 30 calendar days to locate the applicants for which OFCCP was unable to provide contact information. Within 40 calendar days of receipt of the contact information provided by OFCCP, Andrews will notify the African American, Asian, Native American, and Pacific Islander applicants listed in Attachment A of the terms of this Agreement by mailing by certified mail to each individual in the affected class the: Notice to Affected Class (Attachment B, "Notice"), Information Verification Form (Attachment C, "Interest"), Release of Claims form (Attachment D, "Release"), and a postage paid return envelope. Andrews will notify OFCCP of all letters returned as undeliverable on a weekly basis. In addition, within 10 calendar days after expiration of the response deadline set out in the Interest form, Andrews 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 signed Interest and Release forms. OFCCP will then attempt to obtain and provide updated addresses to Andrews within 10 calendar days of receiving the list from Andrews. Andrews agrees to mail by first class mail a second Notice,

Interest, Release, and postage paid return envelope to all individuals for whom updated addresses were obtained within 10 calendar days of receiving the updated addresses.

3. Eligibility. All members of the affected class (listed on Attachment A) who sign and return the Interest Form to Andrews within 30 calendar days of the postmarked date on the envelope containing the first or second Notice and Interest Form ("Eligible Class Members") will receive a share of the monetary settlement pursuant to this Agreement. If an individual receives, but does not return, the Interest and Release forms to Andrews within 30 calendar days of the postmarked date on the envelope containing the first or second Notice and Interest Form, he/she will no longer be entitled to a payment.

Within 10 calendar days after the response deadline set out in the Interest Form, Andrews will provide OFCCP with a list of the individuals who returned the Interest and Release forms by the deadline (Eligible Class Members). Within 10 calendar days after receiving the list, OFCCP will approve the final list of Eligible Class Members or discuss with Andrews any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

4. Monetary Settlement. Andrews will distribute \$157,546.64 in back pay and \$16,505.22 in interest, less legal deductions required by law from back pay only (such as federal, state and/ or local employee taxes and the Eligible Class Members' share of FICA taxes), in equal shares among all Eligible Class Members on the final approved list. Andrews will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail each Eligible Class Member an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. These IRS forms will be mailed at the end of the year. Andrews will disburse the monetary settlement within 10 calendar days after OFCCP approves the final list of Eligible Class Members.

Within 30 calendar days of Andrews' receipt of a check to an Eligible Class Member returned as undeliverable, Andrews will notify OFCCP of this fact via e-mail sent to Brian Mikel (mikel.brian@dol.gov) and 7e [REDACTED]. OFCCP will attempt to locate the Eligible Class Member and if OFCCP obtains an alternate address, Andrews will re-mail the check within five calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds, Andrews will make a second distribution to all Eligible Class Members who cashed their first check within 120 days after the latest date the check was mailed to the Eligible Class Members in equal shares.

- D. NON-MONETARY REMEDIES. As a result of Andrews' closure of its branch located at 3333 Bowers Avenue #290, Santa Clara, CA 95054, non-monetary

remedies specific to the employment practices that resulted in this violation will not be required. However, as long as Andrews remains a federal contractor or subcontractor, Andrews will ensure that all applicants are afforded equal employment opportunity. Andrews will ensure selection procedures, practices, and/or policies are consistently applied without regard for race or ethnicity. Andrews will evaluate, at least annually, selection rates at all covered facilities to determine whether there are disparities based on race and/or ethnicity. Where adverse selection rates are identified, Andrews will develop action-oriented programs designed to eliminate the adverse selection disparities. Andrews will audit its Affirmative Action Programs at least annually to determine the effectiveness of its programs and communicate the results to all levels of management, including recommendations to improve performance as necessary.

## **2. RECORDKEEPING**

- A. STATEMENT OF VIOLATIONS.** Andrews failed to collect and maintain personnel and employment records in accordance with the requirements of 41 C.F.R. § 60-1.12(a) and (e).
- B. OFCCP'S SPECIFIC FINDINGS.** During the review period, Andrews failed to maintain copies of 485 applications for the Unarmed Security Officer position and could not reproduce these applications during the review.
- C. REMEDY.** As a result of Andrews' closure of its branch located at 3333 Bowers Avenue #290, Santa Clara, CA 95054, no remedy will be required for this violation from this facility. However, as long as Andrews remains a federal contractor or subcontractor, it will ensure that its records are collected and maintained in accordance with the requirements of 41 CFR 60-1.12(a) and (e).

## **3. LACK OF GOOD FAITH EFFORTS FOR MINORITIES AND FEMALES**

- A. STATEMENT OF VIOLATION.** During the review period, Andrews failed to develop and execute action-oriented programs to eliminate underutilization of minorities and females in job group 9B Armed Guards as required by 41 CFR 60-2.17(c).
- B. OFCCP'S SPECIFIC FINDINGS.** Andrews established a placement goal of 19% for females in job group 9B. Andrews also had a placement goal of 62% for minorities. Andrews failed to meet the established goals in its placement of females and minorities in job group 9B. OFCCP found Andrews did not plan or implement action-oriented programs designed to increase minority or female placements into the job group.
- C. REMEDY.** As a result of Andrews' closure of its branch located at 3333 Bowers Avenue #290, Santa Clara, CA 95054, no remedy will be required for this violation from this facility. However, as long as Andrews remains a federal contractor or

subcontractor, it will make good faith efforts to engage in outreach and recruitment activities to effectively recruit qualified minority and/or female applicants for job groups where utilization disparities are identified pursuant to 41 CFR 60-2.15 and 60-2.16.

#### **4. INTERNAL AUDIT AND REPORTING**

- A. STATEMENT OF VIOLATION.** During the review period, Andrews failed to develop and implement an auditing system that periodically measures the effectiveness of its total affirmative action program as required by 41 CFR 60-2.17(d).
- B. OFCCP'S SPECIFIC FINDINGS.** Andrews failed to audit its action-oriented programs and identify the lack of good faith recruitment and outreach efforts to increase the employment of minorities and females in job group 9B.
- C. REMEDY.** As a result of Andrews' closure of its branch located at 3333 Bowers Avenue #290, Santa Clara, CA 95054, no remedy will be required for this violation from this facility. However, as long as Andrews remains a federal contractor or subcontractor, it will implement an internal audit and reporting system for each affirmative action program including monitoring records of personnel activity to ensure nondiscrimination, internal reporting on equal employment opportunity objectives, reviewing report results with management, and advising top management of the program's effectiveness with recommendations to improve unsatisfactory performance.

#### **5. OUTREACH – VEVRAA - 41 CFR 60-300.44(f)**

- A. STATEMENT OF VIOLATION.** During the review period, Andrews failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified protected veterans, in violation of 41 CFR 60-300.44(f).
- B. OFCCP'S SPECIFIC FINDINGS.** Andrews posted job announcements on the CareerBuilder website, but could not demonstrate it undertook any specific outreach or positive recruitment activities to identify qualified protected veterans for consideration when employment opportunities were available.
- C. REMEDY.** As a result of Andrews' closure of its branch located at 3333 Bowers Avenue #290, Santa Clara, CA 95054, no corrective action will be required for this violation from this facility. However, as long as Andrews remains a federal contractor or subcontractor, Andrews will undertake appropriate external outreach and positive recruitment activities, such as those described at 41 CFR 60-300.44(f)(2)(2014). Andrews will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-300.44(f)(3).

Andrews will document all activities it undertakes to comply with this section, in accordance with 41 CFR 60-300.44(f)(4).

**6. OUTREACH – Sec 503 - 41 CFR 60-741.44(f)**

- A. STATEMENT OF VIOLATION. During the review period, Andrews failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities, in violation of 41 CFR 60-741.44(f).
- B. OFCCP'S SPECIFIC FINDINGS. Andrews posted job announcements on the CareerBuilder website, but could not demonstrate it undertook any specific outreach or positive recruitment activities to identify qualified individuals with disabilities for consideration when employment opportunities were available.
- C. REMEDY. As a result of Andrews' closure of its branch located at 3333 Bowers Avenue #290, Santa Clara, CA 95054, no corrective action will be required for this violation from this facility. However, as long as Andrews remains a federal contractor or subcontractor, Andrews will undertake appropriate external outreach and positive recruitment activities, such as those described at 41 CFR 60-741.44(f)(2)(2014). Andrews will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-741.44(f)(3). Andrews will document all activities it undertakes to comply with this section, in accordance with 41 CFR 60-741.44(f)(4).

**PART IV. REPORTS REQUIRED**

- 1. Andrews will submit the documents and reports described below to: Brian L. Mikel, Area Office Director of OFCCP, 300 Ala Moana Blvd., Room 7-227, P.O. Box 50149, Honolulu, HI 96850.
- 2. Andrews must submit a progress report covering each six month period this Agreement is in effect. The first progress report will be due seven months after the Effective Date of this Agreement and must cover the six-month period beginning with the Effective Date. Each subsequent report must cover the successive six-month period and must be submitted within 30 calendar days after the close of that six-month period. Andrews will submit the following in each progress report:
  - a. Within 60 calendar days of the Effective Date of this Agreement, Andrews will submit copies of any revised standard hiring policies, procedures, or criteria impacting selection of Unarmed Security Guards developed as a result of OFCCP's findings.
  - b. Within the prescribed timeframes, Andrews will submit all documents and information required in Part III, including documentation of monetary payments to

all Eligible Class Members as specified in section 1C of Remedy 1. The documentation must include the names of Eligible Class Members who were paid, the number and the amount of each check issued, and the date the check cleared the bank. Andrews will provide OFCCP with copies of all canceled checks upon request.

- Andrews 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").

**Part V. SIGNATURES**

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

6 & 7c

James L. Blatz  
Sr. Regional Human Resources Manager  
Andrews International

Date: 5/20/2015

6, 7c & 7e

Compliance Officer  
OFCCP Hawaii Area Office

Date: 6/1/15

6 & 7c

Brian L. Mikel  
Area Director  
OFCCP Hawaii Area Office

Date: June 1, 2015

6 & 7c

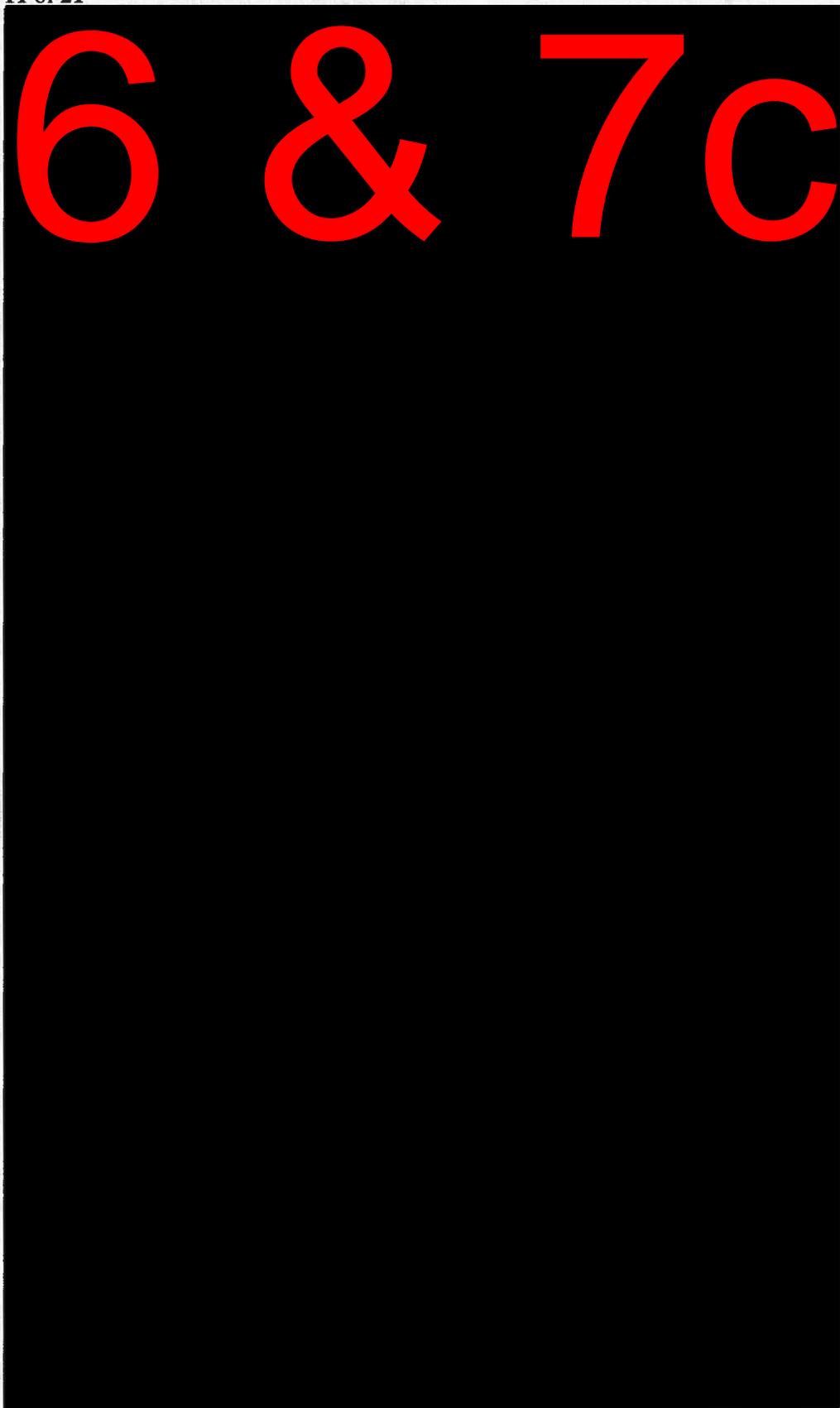
Janette Wipper  
Regional Director  
OFCCP Pacific Region

Date: 6/5/2015

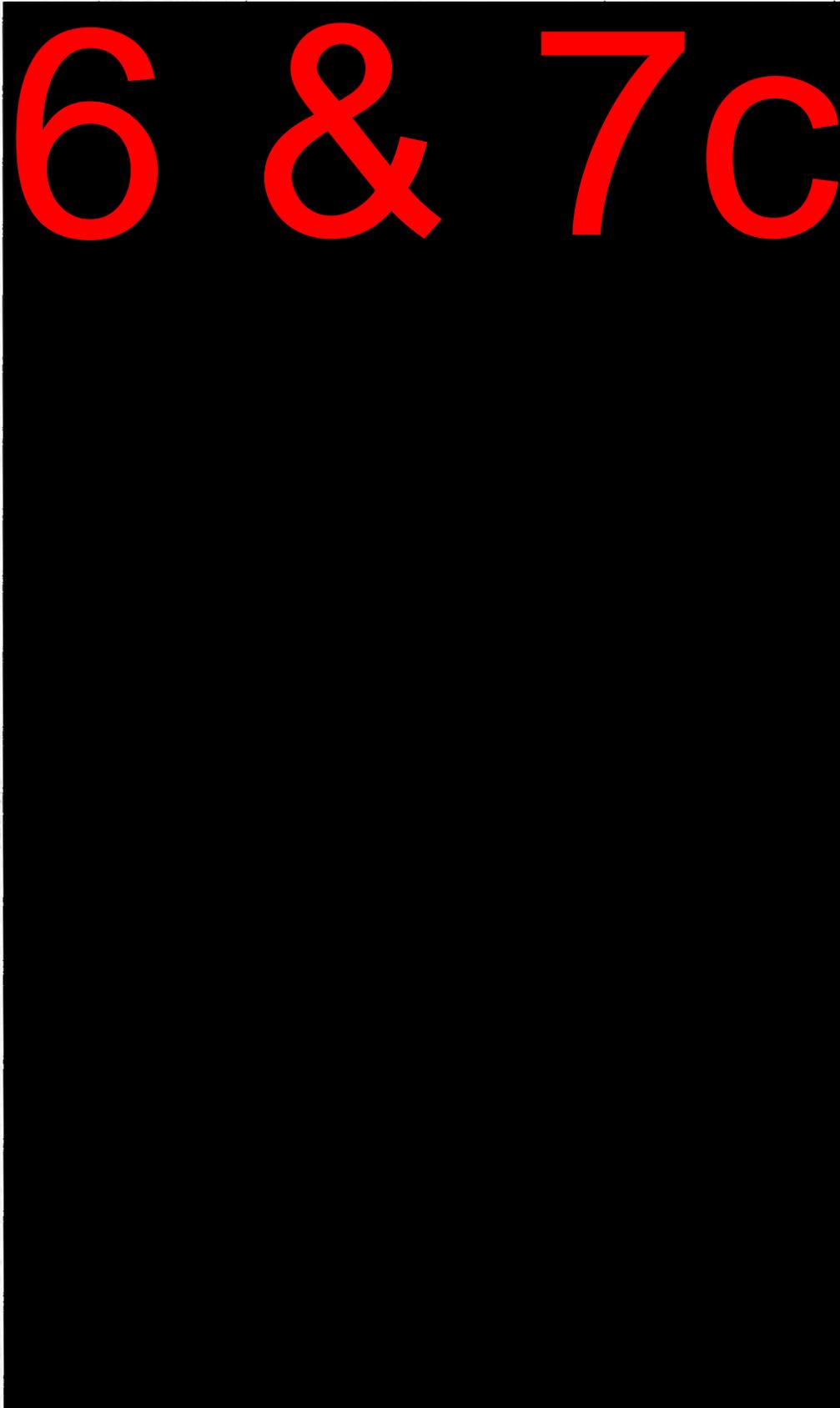
**ATTACHMENT A**

**Class Members**





6 & 7c



6 & 7c



**ATTACHMENT B**

**NOTICE TO AFFECTED CLASS**

Dear [NAME]:

Andrews International ("Andrews") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to remedy violations of EXECUTIVE ORDER 11246 ("E.O. 11246"), SECTION 503 OF THE REHABILITATION ACT ("SECTION 503"), and the VIETNAM VETERANS READJUSTMENT ASSISTANCE ACT ("VEVRAA") that OFCCP found during a compliance review of Andrews facility located at 3333 Bowers Avenue #209, Santa Clara, California. OFCCP's analysis of Andrews' hiring process and selection procedures revealed that during the period of July 1, 2009 through December 31, 2010 ("review period") Andrews discriminated against African American, Asian, Native American, and Pacific Islander applicants for Unarmed Security Officer positions. Andrews has not admitted to any violation of E.O. 11246, SECTION 503, or VEVRAA and there has not been any adjudicated finding that Andrews violated any laws. OFCCP and Andrews entered into an Agreement to resolve the matter without resorting to further legal proceedings. You have been identified as an individual who applied for an Unarmed Security Officer position during that time period, but was not hired.

As part of this Agreement, you are eligible to receive a distribution of at least \$743.81, less lawful payroll deductions. Under the terms of this Agreement it may take up to nine (9) 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 Information Verification and Release of Claims forms. You should complete and mail back the forms as soon as possible; they *must* be postmarked to the address below no later than **30 days** after the date this Notice was mailed out (postmarked) for you to be entitled to participate in this settlement:

Anaima Rodriguez  
Human Resources  
Andrews International  
200 Mansell Court East, Suite 110  
Roswell, Georgia 30076

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification and Release of Claims forms.

If you have any questions you may call Dan Hoffman at Andrews International at (805) 409-3506 or OFCCP Compliance Officer **6 & 7c** Your call will be returned as soon as possible.

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO ANDREWS WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.**

Sincerely,

James L. Blatz  
Sr. Regional Human Resources Manager  
Andrews International

cc: **6 & 7c** Compliance Officer, U.S. Department of Labor

Enclosures: Information Verification Form  
Release of Claims Form

**ATTACHMENT C**

**INFORMATION VERIFICATION FORM**

**You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement (“Agreement”) between Andrews International (“Andrews”) 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 Andrews at the address below if your address, phone number, or email address changes within the next twelve months.**

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

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

White [ ] African American [ ] Hispanic [ ] Asian [ ]

Native American [ ] Pacific Islander [ ]

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.**

Anaima Rodriguez  
Human Resources  
Andrews International  
200 Mansell Court East, Suite 110  
Roswell, Georgia 30076

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT D**

**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 Andrews International ("Andrews") paying you money, you agree that you will not file any lawsuit against Andrews for alleged violations of Executive Order 11246 in connection with its selection procedures for applicants for Unarmed Security Officer positions. It also says that Andrews 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 \$743.81 (less employee deductions required by law)

by Andrews to me, which I agree is acceptable, I, \_\_\_\_\_  
agree to the following: (print name)

I.

I hereby waive, release and forever discharge Andrews International, 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, 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 as an Unarmed Security Officer on the basis of my race at any time through the effective date of this Release.

II.

I understand that Andrews International denies that it treated me unlawfully or unfairly in any way and that Andrews International 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 March 31, 2011. I further agree that the payment of the aforesaid sum by Andrews International to me is not to be construed as an admission of any liability by Andrews International.

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 Andrews International WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS RELEASE WAS POSTMARKED, I will not be entitled to receive any payment (less deductions required by law) from Andrews International.

I have signed this document on this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.

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Signature

WSACTIVELLP:7  
591986.1

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