

## CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

TEXAS INDUSTRIAL SECURITY, INC.

### **PART I. PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated Texas Industrial Security, Inc.'s ("TIS") facility located at 101 Summit Avenue, Suite 404, Fort Worth, Texas and found that TIS 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"), 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. Chapter 60. OFCCP notified TIS of the specific violations found and the corrective actions required in a Notice of Violations issued on July 12, 2013 and in a Show Cause Notice issued on June 26, 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 TIS enter this conciliation agreement ("Agreement") and agree to all the terms stated below.

### **PART II. GENERAL TERMS AND CONDITIONS**

1. In exchange for TIS'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, 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 TIS violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. TIS 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. TIS will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. TIS understands that nothing in this Agreement relieves TIS 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. TIS agrees not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).
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 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 TIS submits the final progress report required in Part IV (D), below, unless OFCCP notifies TIS in writing prior to the expiration date that TIS has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determine TIS has met all of its obligations under the Agreement.

10. If TIS violates this Conciliation Agreement,

A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:

- 1) If OFCCP believes that TIS violated any term of the Agreement while it was in effect, OFCCP will send TIS a written notice stating the alleged violations and summarizing any supporting evidence.
- 2) TIS 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 TIS 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. TIS may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. § 60-741.66, 41 C.F.R. § 60-250.66, 41 C.F.R. § 60-300.66 and/or other appropriate relief for violation of this Agreement.

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

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

1. **VIOLATION:** OFCCP alleges that TIS is not in compliance with 41 CFR 60-1.4 (a) (1). OFCCP's analysis of TIS' hiring process and selection procedures revealed evidence that TIS discriminated against black applicants for the position of security guard during the period of September 21, 2008 through December 31, 2010. OFCCP found that black applicants were less likely to be hired than similarly-situated white applicants.

OFCCP's analysis of the refined hiring data for race revealed evidence of a statistically significant disparity that negatively impacted black applicants for the security guard position. OFCCP found that out of a total of 7e black applicants, 7e or 7e%, were hired and a total of 7e white applicants, 7e, or 7e%, were hired. This resulted in a 7e standard deviation and a shortfall of 21 black applicants for the period of September 21, 2008 through December 31, 2010.

OFCCP has been unable to identify a legitimate, nondiscriminatory reason for the hiring disparity. Therefore, OFCCP has found that TIS' hiring and selection procedure for the security guard positions constitutes discrimination against 329 black applicants.

**REMEDY:** TIS agrees to immediately cease using the practices and/or policies which OFCCP contends negatively affected black applicants in the hiring process during the review period and will take the following corrective actions:

- (a) **Revision of the Hiring Process, Implementation and Training:** Within 30 calendar days of the Effective Date of this Agreement, TIS will revise, in writing, the practices, policies and procedures it uses to recruit, track and hire applicants for the security guard positions (hereinafter the "Revised Hiring Process"). The Revised Hiring Process will contain the following:
- i. Procedures to recruit applicants for security guard positions, including mandatory posting, outreach efforts, and the use of the Internet as a recruitment procedure, if TIS currently uses or prospectively intends to use the Internet to recruit security guard applicants.

- ii. The qualifications and criteria to be used by TIS to screen and/or hire applicants for the security guard position.
- iii. The qualifications and criteria to be used to eliminate and/or select applicants at each step of the hiring process, including the qualifications and criteria to be used in any application screen, interview, test, post-hiring screen or other selection procedures.
- iv. Procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process, including selection decisions made by each recruiter and manager.
- v. Procedures to ensure that documents are retained in accordance with 41 CFR 60-1.12(a) and Part 60-3.

Within 90 calendar days of the Effective Date of this Agreement, TIS will fully implement the Revised Hiring Process and will train all individuals involved in recruiting, selecting or tracking applicants for security guard positions on the Revised Hiring Process. The training will include instruction in the proper implementation of the recruitment, selection, and tracking procedures, the neutral application of the specified qualifications and criteria 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.

- (b) Notice. Within 15 calendar days of the Effective Date of this Agreement, TIS must notify the Class Members listed on Attachment 1 of the terms of this Agreement by mailing to each Class Member, by first class mail, a Notice to Class Members (Attachment 2, "Notice"), Information Verification & Employment Interest Form (Attachment 3, "Claim Form"), and the Release of Claims Under Executive Order 11246 (Attachment 4, "Release"). TIS will notify OFCCP of all letters returned as undeliverable on a weekly basis. In addition, within 45 calendar days of the Effective Date, TIS will provide to OFCCP a list with addresses of the Class Members who have been notified and a list of any Class Members who have not yet responded to the Notice and/or have not returned a fully-executed Claim Form and Release. OFCCP will initiate efforts to locate those Class Members and provide TIS with updated information or alternate addresses within 15 calendar days of receipt of the list.

Within 15 calendar days of receiving the updated addresses from OFCCP, TIS will send by first class mail a second Notice, Claim Form, and Release to all Class Members for whom updated addresses or information were obtained from OFCCP.

- (c) Eligibility. All Class Members who timely sign and return the Release and Claim Form to TIS within 120 calendar days of the Effective Date of this 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 job pursuant to this Agreement. If an individual receives, but does not return the Claim Form to TIS within 120 calendar days of the Effective Date, he/she will no longer be entitled to a payment or consideration for a job under this Agreement.

Within 130 calendar days of the Effective Date of this Agreement, TIS will provide OFCCP with a list of all Class Members who timely returned the Claim Form and Release, along with a copy of each executed Release and Claim Form it received. OFCCP will also provide TIS with copies of the Claim and Release forms that OFCCP receives.

Within 15 calendar days after receiving the list from TIS, OFCCP will review and approve the final list of Eligible Class Members or discuss with TIS any issues necessary to finalize the list, such as the inclusion or exclusion of certain Class Members.

The monetary payment discussed in paragraph (d) below will be divided equally among all Eligible Class Members on the final approved list. All Eligible Class Members will be entitled to their share of the monetary settlement regardless of whether they are interested in employment with TIS.

- (d) Monetary Settlement: TIS shall make four deposits of \$25,500 each (back pay of \$21,675 and interest of \$3,825) into an interest-bearing account at the prevailing interest rate on or before the following dates: October 13, 2015, November 25, 2015, January 6, 2016 and March 17, 2016. TIS will notify OFCCP within five calendar days of the inception of the account that this action has been taken and will identify to OFCCP a person who can be contacted who will be able to provide the current balance of the account and the amount of accrued interest. TIS will also notify OFCCP of each of the four deposits within five (5) days after each deposit is made. The monetary settlement is a negotiated amount that represents estimated back pay and takes into account tenure and interim earnings. TIS agrees to distribute \$102,000 (\$86,700 in back pay and \$15,300 in interest, plus additional interest that accrues on the interest-bearing account, less legal deductions required by law from back pay only (such as federal, state and/or local taxes and Eligible Class Members' share of FICA taxes), and will be equally distributed among the Eligible Class Members.

TIS will pay to the Internal Revenue Service ("IRS") the employer's share of social security withholdings, and shall mail to 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 to the Eligible Class Members either with the settlement checks or at the end of the year. TIS will disburse the monetary settlement within 45 calendar days after OFCCP approves the final list of Eligible Class Members.

Within five calendar days of TIS' receipt of a check to an Eligible Class Member returned as undeliverable, TIS shall notify OFCCP of this fact via e-mail to [7e@dol.gov](mailto:7e@dol.gov) and [boyd.allen@dol.gov](mailto:boyd.allen@dol.gov). OFCCP will attempt to locate the Eligible Class Member and if OFCCP obtains an alternate address or updated information, TIS will re-mail the check within 10 calendar days of receiving an alternate or corrected address. Any check that remains uncashed within 120 days after the initial date the check was mailed to the Eligible Class Member shall be void. With respect to the uncashed funds, TIS shall make a second distribution to all Eligible Class Members who cashed their first check if the amount of the uncashed funds would result in a payment of \$20.00 or more to each of the located Eligible Class Members. In such a case, TIS will mail the second distribution to such Eligible Class Members within 150 calendar days after the initial date the checks were mailed to all Eligible Class Members. If the total amount of uncashed funds would result in a payment of less than \$20.00 to each located Eligible Class Member, TIS shall use those uncashed funds to provide training in equal employment opportunity to its personnel in addition to training it has agreed to provide in the Revised Hiring Process described in paragraph (a) above.

- (e) Employment: As positions become available, TIS will consider qualified Eligible Class Members not currently employed by TIS who express an interest in employment with TIS until 21 Eligible Class Members are hired as security guards 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 TIS receives their Interest Forms. If TIS 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. TIS must initiate its hiring of Eligible Class Members within 45 days of the Effective Date of this Agreement. TIS must also complete its hiring obligations under this section within 12 months of the Effective Date of this Agreement. If TIS is not able to hire 21 Eligible Class Members or exhaust the list of Eligible Class Members expressing an interest in employment within 12 months, OFCCP may extend the term of this Agreement for up to 6 months or until TIS satisfies its hiring requirement(s), whichever occurs first.

Eligible Class Members will be allowed at least two weeks to report for work after receiving a written job offer from TIS. The Eligible Class Members hired into security guard positions pursuant to this Agreement must be paid \$8.75 per hour or the current wage rate for the security guard position, whichever is higher, and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other security guard 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.

2. **VIOLATION:** TIS failed to collect and maintain personnel and employment records in accordance with the requirement of 41 CFR 60-1.12(a) (c) and 41 CFR 60-3 for the period of September 21, 2008 through December 31, 2010. Specifically, OFCCP found that TIS failed to preserve and make available to OFCCP complete and accurate employment records, including documentation of all applicants who expressed an interest in working for TIS as a security guard.

**REMEDY:** TIS must ensure that all personnel and employment records are collected and maintained in accordance with the requirement of 41 CFR 60-1.12(a)(c) and 41 CFR Part 60-3.

3. **VIOLATION:** TIS failed to implement an adequate applicant tracking system in accordance with the requirements of 41 CFR 60-3.4 and 60-3.15. Specifically, during the period of September 21, 2008 through December 31, 2010, TIS failed to track all applicants who expressed an interest in employment. Specifically, during the time period of October 2009 through November 2011, TIS changed its applicant tracking process, which excluded expression of interest forms from prospective applicants on the applicant flow log. However, these expressions of interest were reviewed, contacted, and screened for employment consideration. TIS also failed to accurately track and update its disposition codes (Hiring Decisions).

**REMEDY:** TIS must implement an adequate tracking system in accordance with 41 CFR 60-3.4 and 60-3.15 and the Uniform Guidelines on Employee Selection Procedures.

4. **VIOLATION:** TIS failed to maintain records that disclose adverse impact and failed to conduct an accurate adverse impact analysis in accordance with the requirement of 41 CFR 60-3.4A and 60-3.15A. Specifically, OFCCP found that TIS was not using the proper formula to conduct adverse impact analyses and its component analyses where the company found adverse impact. Therefore, OFCCP concludes that TIS failed to conduct an adverse impact analyses for each step of its selection process as required by 41 CFR 60-3.4A and 60-3.15A. TIS failed to conduct adverse impact analyses on the overall selection process and individual components of the selection process once the overall selection process identified a disparity. Furthermore, TIS failed to conduct adverse impact analyses on each racial and ethnic group which constituted at least 2% of the labor force in the relevant labor area or 2% of the applicable workforce.

**REMEDY:** TIS must furnish all information and reports required by Executive Order 11246 and by the rules, regulations and orders of the Secretary of Labor, and will permit OFCCP access to all records in the selection process to include but not limited to, applications, interview notes and files and other information relevant to ascertain compliance with such rules, regulations, and orders. TIS must agree to conduct adverse impact analyses on at least an annual basis for purposes 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 analyzed by job groups each job 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, TIS 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, TIS will validate each component in accordance with the Uniform Guidelines on Employee Selection Procedures or utilize selection procedures which do not result in adverse impact.

5. **VIOLATION:** OFCCP found that TIS is not in compliance with 41 CFR 60-741.23(b) (1) and Section 503 of the Rehabilitation Act. Specifically, although TIS may make pre-employment inquiries into the ability of an applicant to perform job-related functions, and/or may ask an applicant to describe or to demonstrate how, with or without reasonable accommodation, on the application, TIS asked applicants “Are you physically or otherwise able to perform the duties of the job for which you are applying?” but did not include whether the job-related functions could be performed with or without a reasonable accommodation.

**REMEDY:** TIS must remove or revise the question on its application to include whether the job-related functions could be performed with or without a reasonable accommodation.

6. **VIOLATION:** OFCCP found that TIS is not in compliance with 41 CFR 60-300.21(g)(1) and the Vietnam Veterans Readjustment Assistance Act (VEVRAA). Specifically these regulations state it is unlawful for the contractor to use qualification standards, employment tests or other selection criteria that screen out or tend to screen individuals on the basis of their status as disabled veterans, recently separated veterans, other protected veterans, or Armed Forces service medal veterans unless the standard, test or other selection criterion, as used by the contractor, is shown to be job-related for the position in question and is consistent with business necessity. A contractor may not rely on portions of such veteran’s military record that are not relevant to the qualification requirements of the security guard position. TIS asked applicants on the application the “Type of Discharge” and asked “Were you ever court martialed? If yes, explain.”

**REMEDY:** TIS must cease on relying on portions of such veteran’s military record, including his or her discharge papers, which are not relevant to the qualification requirements of the opportunity in issue prior to the offer stage.

#### **PART IV. REPORTS REQUIRED**

TIS must submit the documents and reports described below to:

Dallas District Director  
U.S. DOL/OFCCP  
525 South Griffin Street, Room 512  
Dallas, TX 75202



1. Pursuant to paragraph (a) of Remedy 1, within 90 calendar days of the Effective Date of this Agreement, TIS will submit to OFCCP a copy of the written Revised Hiring Process.
2. Pursuant to paragraph (a) of Remedy 1, with the first progress report below, TIS will provide OFCCP with documentation that all managers, supervisors and other personnel involved in recruiting, selecting, or tracking applicants for security guards have been trained on the Revised Hiring Process within 90 calendar days. The documentation must include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed in the training, and the name and job title of each person who conducted the training.
3. TIS will also provide OFCCP with all documents and information referenced in paragraphs (b) through (e) of Remedy 1 within the prescribed timeframes. Such documents and information shall include, but are not necessarily limited to: letters returned as undeliverable on a weekly basis; a list within 45 calendar days with addresses of the Class Members who have been notified and a list of any Class Members who have not yet responded to the Notice and/or have not returned a fully executed Claim Form and Release; and a list of Class Members who have returned a signed Claim Form and Release within 120 calendar days of the Effective Date.
4. Pursuant to Remedy 5, TIS will provide OFCCP documentation on its revised application demonstrating compliance with 41 CFR 60-741.23(b)(1) and Section 503 of the Rehabilitation Act.
5. Pursuant to Remedy 6, TIS will provide OFCCP documentation of its revised application demonstrating compliance with 41 CFR 60-300.21(g)(1) and the Vietnam Veterans Readjustment Assistance Act (VEVRAA).

In addition to the above reports, TIS will submit three semiannual progress reports. The first progress report shall be due seven months after the Effective Date of this Agreement and shall cover the six-month period beginning with the Effective Date. Each subsequent report shall cover the successive six-month period, and shall be submitted within 30 calendar days after the close of that six-month period.

Pursuant to Violation 1, TIS will submit the following in each progress report:

6. Documentation of monetary payments to all Eligible Class Members as specified in paragraph (d) of Remedy 1. 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. TIS must provide OFCCP with copies of all canceled checks upon request;

7. Documentation of specific hiring activity for Eligible Class Members who were hired as security guards in accordance with this Agreement, including name, date of hire, job title hired into, rate of pay and proof of retroactive seniority and benefits;
8. For Eligible Class Members who were considered for employment but were not hired, TIS will provide the reason for non-placement along with all relevant documentation (e.g., documentation that the Eligible Class Member declined a job offer);

TIS will continue submitting the information above in progress reports until OFCCP determines that the back pay and hires have been fully implemented. If complete documentation is provided in one progress report, it need not be resubmitted in a subsequent progress report.

Pursuant to Violations 1 to 8, TIS will submit the following in each progress report:

9. The total number of applicants and hires and the breakdown by race, gender and ethnic group of applicants and hires for security guard positions during the reporting period, including all temporary, part time, and seasonal workers who were referred to and/or assigned to work at TIS by a staffing firm or employment agency;
10. For security guards, the results of TIS' analysis as to whether its total selection process has adverse impact, as defined in 41 C.F.R. § 60-3.4D, on those members of groups set forth in 41 C.F.R. § 60-3.4B (for purposes of the adverse impact analysis, TIS must not include hires made of Eligible Class Members pursuant to this Agreement in that analysis; TIS must combine the data for the current report with the data from the previous report(s) to analyze at least a 12-month period);
11. For each case where the total selection process has an adverse impact, as defined in 41 C.F.R. § 60-3.4D, the results of TIS' evaluation of the individual components of the selection process for adverse impact.

TIS 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 time period is longer.

**PART V. SIGNATURES**

This Conciliation Agreement is hereby executed by and between the OFCCP and Texas Industrial Security, Inc.

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ERIK HANSEN  
Executive Vice President/Owner  
Texas Industrial Security, Inc.

Date: 9/30/2015

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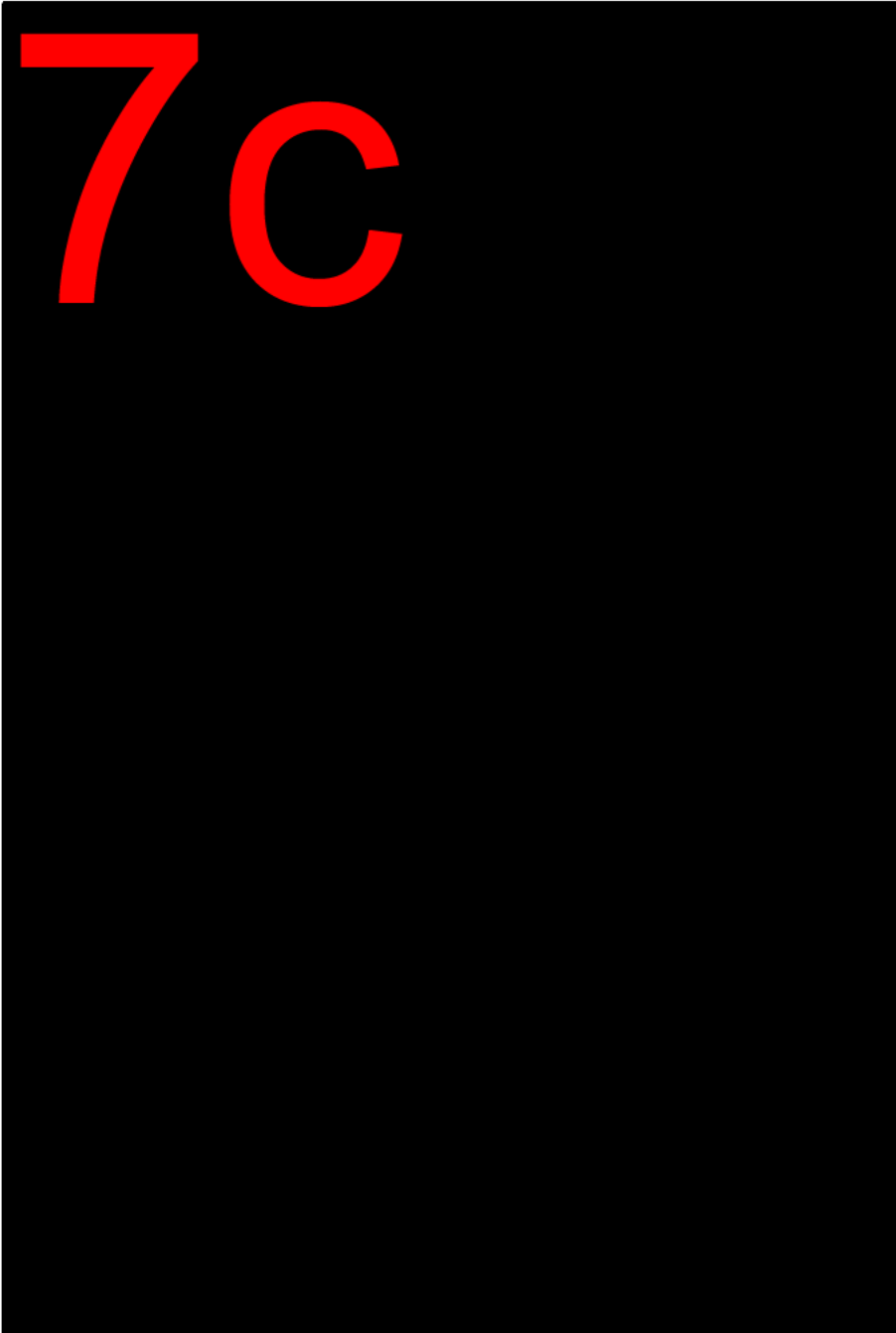
MELISSA L. SPEER  
Regional Director  
Southwest and Rocky Mountain Region  
OFCCP

Date: 9-30-2015

ATTACHMENT 1

ELIGIBLE CLASS MEMBER LIST

Class Member List - Blacks



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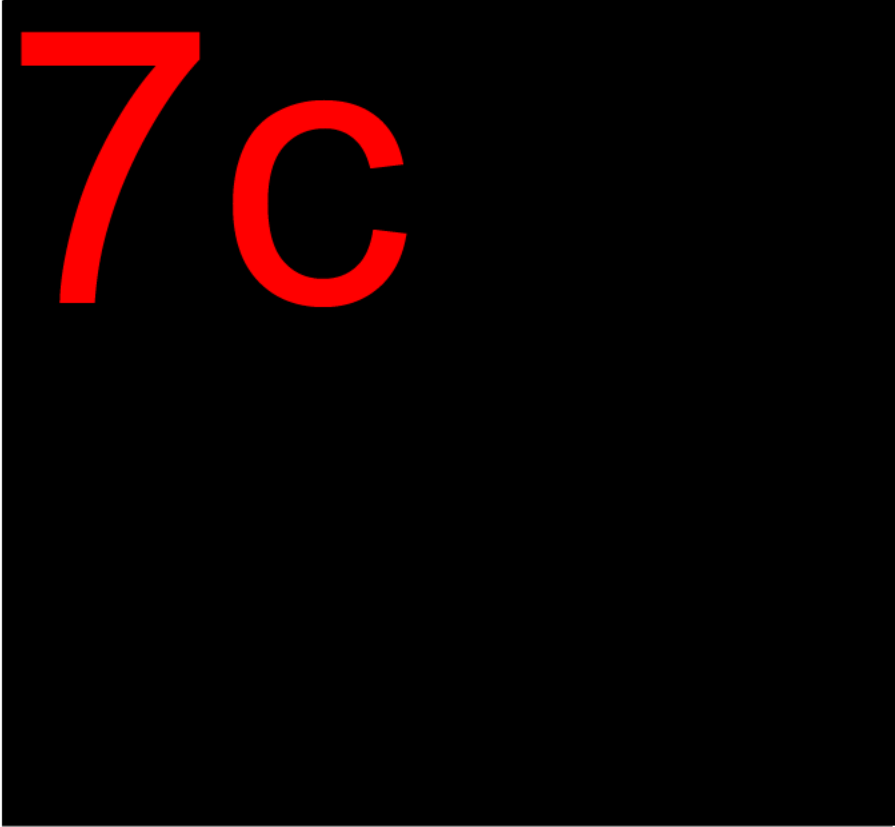


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## ATTACHMENT 2

### NOTICE TO CLASS MEMBERS

Dear Potential Class Member:

Texas Industrial Security, Inc. ("TIS") 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 ("E.O. 11246"), Section 503 of the Rehabilitation Act ("Section 503"), and Vietnam Veterans Readjustment Assistance Act ("VEVRAA") that OFCCP found during a compliance review of TIS' Fort Worth facility. OFCCP alleges that during the period of September 21, 2008 through December 31, 2010 ("review period") TIS's selection criteria had an adverse impact on black applicants for security guard positions, resulting in a disparity in the hiring of security guards based on race. TIS has not admitted to any violation of E.O. 11246, SECTION 503, and VEVRAA and there has not been any adjudicated finding that TIS violated any laws. OFCCP and TIS 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 security guard position during that time period, but was not hired.

As part of this Agreement, you are eligible to receive a distribution of at least \$ 290.59 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 (1) Information Verification and Employment Interest Form and (2) the Release of Claims Under Executive Order 11246. These two documents should be returned as soon as possible, but they must be returned to the following address no later than [DATE - 120 days from the effective date of the Agreement] for you to be entitled to participate in this settlement:

*Texas Industrial Security, Inc.  
P.O. Box 11247  
Fort Worth, TX 76110*

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

In addition to the monetary distribution, TIS will be making job offers for security guards 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 TIS, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for security guard positions in the order that TIS receives the Information Verification and Employment Interest Form expressing an interest in employment. All individual hired pursuant to this Agreement will be provided with retroactive seniority for purposes of benefits. If you have any questions you may call Erik Hansen at TIS at (817) 335-3046, or OFCCP Compliance Officer **7c** at (972) 850-**7c**. Your call will be returned as soon as possible.

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO TIS ON OR BEFORE [INSERT DATE 120 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 11246

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 Texas Industrial Security, Inc. ("TIS") 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 \_\_\_\_\_

Notify TIS 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 race:

Caucasian [ ] Black [ ] Hispanic [ ] Asian [ ] Native American [ ]

Please indicate below whether you are currently interested in employment in a security guard position with TIS. 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 TIS as a security guard.

[ ] No, I am not currently interested in employment with TIS as a security guard.

**YOU MUST RETURN THIS FORM AND THE EXECUTED RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246, NO LATER THAN [INSERT DATE 120 DAYS FROM THE EFFECTIVE DATE OF THE AGREEMENT] TO:**

*Texas Industrial Security, Inc.  
P.O. Box 11247  
Fort Worth, TX 76110*

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 Texas Industrial Security, Inc. ("TIS") paying you money, you agree that you will not file any lawsuit against Texas Industrial Security for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for security guard positions. It also says that TIS 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 \$ 290.59 (less deductions required by law) by TIS to me, which I agree is acceptable, I \_\_\_\_\_ agree to the following:

I.

I hereby waive, release and forever discharge TIS, 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 a security guard on the basis of my race at any time through the effective date of this Release.

II.

I understand that TIS denies that it treated me unlawfully or unfairly in any way and that TIS 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 September 21, 2010. I further agree that the payment of the aforesaid sum by TIS to me is not to be construed as an admission of any liability by TIS.

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 TIS within thirty (30) calendar days from the date I received this Release, but in no event later than **[INSERT DATE 120 DAYS FROM THE EFFECTIVE DATE OF THE AGREEMENT]**, I will not be entitled to receive the payment (less deductions required by law) from TIS.

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

\_\_\_\_\_  
Signature