

U.S. Department of Labor

Office of Administrative Law Judges
2 Executive Campus, Suite 450
Cherry Hill, NJ 08002

(856) 486-3800
(856) 486-3806 (FAX)



Issue Date: 29 September 2020

Case No.: 2016-OFC-00008

In the Matter of:

**OFFICE OF FEDERAL CONTRACT COMPLIANCE
PROGRAMS, UNITED STATES DEP'T OF LABOR**

Plaintiff

v.

POTOMAC ABATEMENT, INC.

Defendant

DECISION AND ORDER APPROVING CONSENT DECREE

This matter arises under Executive Order 11246, 30 Fed. Reg. 12319, as amended, and the implementing regulations at 41 C.F.R. Chapter 60. The United States Department of Labor's Office of Administrative Law Judges ("OALJ") has jurisdiction over this action under Sections 208 and 209 of Executive Order 11246 and 41 C.F.R. Part 60-30. In August 2016, this matter was docketed for a hearing before OALJ when the Office of Federal Contract Compliance Programs ("Plaintiff") filed an administrative complaint against Potomac Abatement, Inc. ("Defendant").

On July 17, 2020, after several years of proceedings before another ALJ, this matter was assigned to me for adjudication. On September 23, 2020, the parties submitted a Consent Decree, along with a Motion to Approve Consent Decree. The Consent Decree is signed by Defendant's President and by counsel for Plaintiff. The Consent Decree was filed in accordance with 41 C.F.R. § 60-30.13(b). The Consent Decree provides for substantial monetary and non-monetary relief, and it represents a negotiated settlement acceptable to both parties.

I find the Consent Decree fairly and adequately resolves all pending issues. Accordingly, I **GRANT** the Motion to Approve Consent Decree, I **APPROVE** and **ADOPT** the Consent Decree (which is incorporated herein by reference), and I **ORDER** the parties to comply with its terms. This decision constitutes the final administrative order pursuant to 41 C.F.R. § 60-30.13(d).

SO ORDERED.

LAUREN C. BOUCHER
Administrative Law Judge

Cherry Hill, New Jersey

SERVICE SHEET

Case Name: **OFCCP_-_PHILADELPHIA_v_POTOMAC_ABATEMENT_IN_**

Case Number: **2016OFC00008**

Document Title: **DECISION AND ORDER APPROVING CONSENT DECREE**

I hereby certify that a copy of the above-referenced document was sent to the following this 29th day of September, 2020:

Jonathan P. Brooks
Legal Assistant

region3oaljdecisions@dol.gov
Regional Solicitor
U. S. Department of Labor
The Curtis Center, Suite 630 East
170 S. Independence Mall West
PHILADELPHIA PA 19106-3306
{Electronic - Regular Email}

Associate Solicitor
Civil Rights Division
U. S. Department of Labor
Suite N-2464, FPB
200 Constitution Ave., N.W.
WASHINGTON DC 20210
{Electronic - Regular Email}

Office of Federal Contract Compliance Programs
U. S. Department of Labor
Room C-3325, FPB
200 Constitution Ave., N.W.
WASHINGTON DC 20210
{Hard Copy - Regular Mail}

U. S. Department of Labor
Office of the Solicitor
Room S-2002, FPB
200 Constitution Ave., N.W.
WASHINGTON DC 20210
{Hard Copy - Regular Mail}

Administrative Review Board
U. S. Dept. of Labor
Suite S-5220, FPB
200 Constitution Ave., N.W.
WASHINGTON DC 20210
{Electronic - Regular Email}

Andrea Luby, Esq.
luby.andrea@dol.gov
U.S. Department of Labor
Office of the Regional Solicitor
{Electronic - Regular Email}

Bernadette Sargeant, Esq.
bernadette.sargeant@stinson.com
{Electronic - Regular Email}

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

OFFICE OF FEDERAL CONTRACT COMPLIANCE
PROGRAMS, UNITED STATES DEPARTMENT OF
LABOR,

Plaintiff,

v.

Case No. 2016-OFC-00008

POTOMAC ABATEMENT, INC.,

Defendant.

CONSENT DECREE AND ORDER

Plaintiff, Office of Federal Contract Compliance Programs, U.S. Department of Labor ("OFCCP"), commenced this action by filing an administrative complaint against Potomac Abatement, Inc. ("Potomac") on August 19, 2016, alleging violations of the obligations imposed upon federal contractors and subcontractors by Executive Order 11246 (30 Fed. Reg. 12319), as amended ("E.O. 11246"), and its implementing regulations at 41 Code of Federal Regulations (C.F.R.) Chapter 60, from at least the period of a compliance review initiated on May 2, 2012 covering May 1, 2011 through April 30, 2012 and through July 2012. Potomac filed its answer to the administrative complaint on September 12, 2016.

OFCCP and Potomac desire to resolve this action and therefore have entered into a complete and satisfactory compromise and settlement of the claims raised in the administrative complaint, as set forth herein. This Consent Decree ("Decree") constitutes a full and final resolution of all issues arising from OFCCP's compliance review of Potomac. The parties agree that this Decree shall constitute the final administrative order in this case.

I. JURISDICTION AND PROCEDURAL HISTORY

1. The U.S. Department of Labor, Office of Administrative Law Judges, has jurisdiction in this matter pursuant to Sections 208 and 209 of E.O. 11246, 41 C.F.R. Part 60-1, 41 C.F.R. Part 60-30, 41 C.F.R. Part 60-300, and 41 C.F.R. § 60-741.65.
2. Defendant Potomac is a construction company with a business office in Jessup, Maryland that specializes in demolition work, particularly asbestos abatement. At all times relevant hereto, Potomac's employees performed construction work, as that term is defined at 41 C.F.R. § 60-1.3, on federal contracts within the Washington, D.C. and Baltimore, Maryland greater metropolitan areas.
3. At all relevant times, Potomac held federal contracts in excess of \$10,000 per year, has been a government contractor within the meaning of E.O. 11246, and has been subject to the contractual obligations imposed on government contractors and subcontractors by E.O. 11246 and the implementing regulations issued thereunder.
4. OFCCP initiated a compliance review of Potomac on May 2, 2012 with a review period of May 1, 2011 through April 30, 2012.
5. OFCCP issued a Notice of Violations to Potomac on May 14, 2015 advising Potomac of OFCCP's findings. Conciliation efforts were unsuccessful and the matter was referred to the Office of the Solicitor of Labor for administrative enforcement.

II. GENERAL PROVISIONS

1. This Decree shall constitute the final Administrative Order in this case and shall have the same force and effect as an order made after a full hearing and final review by the Administrative Review Board.

2. This Decree constitutes full and final settlement and resolution of all issues, actions, causes of action and claims arising out of the administrative complaint filed in this matter. There will be no modifications or amendments to this Decree unless they are in writing and signed by all parties.
3. This Decree does not constitute an admission by Potomac of any violation of E.O. 11246, as amended, or its implementing regulations at 41 Code of Federal Regulations (C.F.R.) Chapter 60. Potomac does not admit to any violation alleged by OFCCP in the above-captioned administrative proceeding.
4. The Effective Date of this Decree shall be the date on which this Decree is signed by the Administrative Law Judge.
5. This Decree shall be binding on Potomac, its successors, assigns, divisions and subsidiaries, and shall apply to Potomac's policies and procedures during the term of this Decree.
6. Nothing herein relieves Potomac from compliance with the requirements of E.O. 11246 and/or 41 C.F.R. Chapter 60. Compliance with this Decree shall constitute compliance only with respect to those issues that are within the scope of this Decree.
7. In computing any time period specified in this Decree, every calendar day shall be counted unless otherwise specified herein. Any time an action or deadline falls on a weekend or federal holiday, the deadline for any such actions shall be the next business day.
8. As long as it remains a federal contractor subject to E.O. 11246, Potomac will not harass, intimidate, threaten, coerce or discriminate, or otherwise retaliate against any individual because the individual: has provided either information or assistance to OFCCP (or its agents, servants or employees) during the course of this litigation; benefits from this

Decree; files a complaint or participates in any investigation or proceeding under E.O. 11246, or engages in any activity listed at 41 C.F.R. § 60-1.32(a), 41 C.F.R. § 60-300.69 or 41 C.F.R. § 741.69.

9. The Office of Administrative Law Judges shall retain jurisdiction of this proceeding for the sole purpose of enforcing implementation of this Decree in accordance with its terms, for a period of thirty-six (36) months following the Effective Date of this Decree. However, in the event that Potomac has not satisfied its obligations under this Decree at the expiration of thirty-six (36) months, the Office of Administrative Law Judges shall retain jurisdiction until ninety (90) days after such time as Potomac has satisfied its obligations. Other than as provided above, this Decree shall terminate in its entirety twenty-four (24) months following the Effective Date of this Decree, and no provisions of this Decree shall survive beyond this Decree's termination.
10. Potomac agrees that OFCCP may review compliance with this Decree as described herein.
11. This Decree does not preclude OFCCP from initiating enforcement proceedings based on complaint investigations initiated pursuant to 41 C.F.R. §§ 60-1.21 through 1.24, or based on OFCCP's monitoring of Potomac's compliance with the terms of this Decree in accordance with the provisions set forth in this Decree. During the term of this Decree, OFCCP will not conduct compliance evaluations of Potomac pursuant to 41 C.F.R. § 60-1.20 and/or pursuant to OFCCP's administratively neutral selection system.

III. SPECIFIC PROVISIONS

The parties desire to enter into a just and reasonable resolution of this matter without further proceedings. To that end, they have negotiated in good faith and have executed this Decree with the following specific provisions:

A. BACK PAY, INTEREST, AND OTHER MONETARY RELIEF

- 1) **Monetary Settlement.** In settlement of all claims for back pay, interest, and other monetary relief, within 25 days of the effective date of this Decree, Potomac shall deposit \$250,000.00 into an escrow account, and on or by February 1, 2021 shall deposit \$253,000.00 into an escrow account, for a total amount of **\$503,000.00** placed into an escrow account. The \$503,000.00 shall be allocated as follows: a total of **\$435,000.00** in back pay and interest for the compensation claims, consisting of \$2,750.00 in lost wages and \$250.00 in interest for each member of the class of Hispanic workers described in the administrative complaint (“Hispanic Class”); and a total of **\$68,000.00** in back pay and interest for the class of Black workers described in the administrative complaint (“Black Class”), consisting of \$3,500.00 in back pay and \$500 in interest for each of the member of the Black Class. Within 30 days of the Effective Date of this Decree, Potomac will notify OFCCP that this action has been taken and will identify to OFCCP a person who can be contacted regarding the account.
- 2) **Negotiated Amount.** The total monetary settlement of \$503,000.00 is a negotiated amount that represents estimated back pay, lost wages, and interest for the claims regarding compensation of the Hispanic Class and terminations for the Black Class (the “Monetary Settlement”). No expenses incurred in the creation, maintenance, distribution, or administration of the Monetary Settlement will be funded from the Monetary Settlement,

including employer's statutory payroll contributions (such as FICA, FUTA, and any state-specific obligations).

- 3) The back pay, lost wages, and interest amount, less legal deductions required by law on the portion representing back pay and lost wages such as federal (FICA and FUTA), state and/or local programs and taxes, will be distributed among the eligible class members in accordance with the provisions of this Decree.
- 4) **Notification to Affected Employees.** Within thirty (30) calendar days of the Effective Date of this Agreement, Potomac will notify the affected employees listed in Attachment A (or "Affected Employees List") of the terms of this Agreement by certified mail (with return receipt) and provide the following forms: Notice to Affected Employees (Attachment B or "Notice"); Information Verification Form (Attachment C, or "Interest Form"); Release of Claims under Executive Order 11246 (Attachment D, or "Release"); Employment Interest Form (Attachment E, or "Employment Interest Forms") to the designated Black Class members; and a postage paid return envelope. Affected Employees will have thirty (30) calendar days to return the completed forms. Within fourteen (14) calendar days of the deadline for response, Potomac will provide a list to OFCCP of any Affected Employees who did not complete and return Interest and Release Forms. Within fourteen (14) calendar days of their return, Potomac will notify OFCCP of all letters returned as undeliverable. OFCCP will then have thirty (30) calendar days to attempt to obtain and provide updated

addresses to Potomac. Within 15 calendar days of receiving the updated addresses, Potomac will mail by certified mail, return receipt requested, a second Notice to Affected Class, Claim Form, and Release of Claims Under Executive Order 11246, and a postage paid return envelope to all individuals for whom updated addresses were obtained.

- 5) **Eligibility of Affected Employees.** Employees on the Affected Employees List who sign and return the Interest and Release Forms to Potomac within the prescribed deadline indicated on the Notice ("Eligible Affected Employees") will receive his or her share of the Monetary Settlement. If an employee receives but does not return the Release and Interest Forms to Potomac by the deadline, he or she will no longer be entitled to any monetary relief pursuant to this Agreement.
- 6) Within fourteen (14) calendar days of receipt of all completed forms from Affected Employees, Potomac will provide OFCCP with a list of the Eligible Affected Employees. The list of Eligible Affected Employees will include groupings of employees identified by OFCCP as the class of Hispanic Class and the Black Class. The individuals on the final list, including any amendments made to the final list pursuant to the paragraph above, shall be referred to as Eligible Class Members and shall be entitled to a monetary recovery.
- 7) **Failure to Return Interest and Release Forms.** Affected Employees who do not return the Interest and Release forms shall not be entitled to any monetary relief described herein. Affected Employees who complete and

return the Interest and Release forms to Potomac after the prescribed timeframes shall not be entitled to any relief.

8) **Final List of Eligible Class Members.** Within 15 days of the latest response deadline set out in the Claim Form, Potomac will provide OFCCP with a list of the Eligible Class Members (individuals who returned the Claim Form by the deadline). Within 15 days after receiving the list, OFCCP will approve the final list of Eligible Class Members or discuss with Potomac any issues necessary to finalize the list, such as inclusion or exclusion of certain individuals.

9) **Distribution of Monetary Settlement.**

(a) Potomac agrees to distribute to the Eligible Class Members from the Black Class and the Hispanic Class the Monetary Settlement, plus adjustments required by law on the portion representing back pay only (such as federal, state, and/or local taxes and the employer's and Eligible Class Members' share of FICA and FUTA taxes), to the individuals on the final Eligible Class Members list. Potomac shall mail to each Eligible Class Member an IRS Form W-2 for that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be provided to the Eligible Class Members either at the time of payment, electronically, or with the settlement checks, or at the end of the year. No Eligible Class Member will be required to complete an IRS W-4 or W-9 in order to receive payments under this

settlement. Potomac is authorized to use the same withholdings selected from the Eligible Class Members last completed IRS W-4.

(b) Potomac 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. Potomac will disburse the monetary settlement within fourteen (14) calendar days after OFCCP approves the final list of Eligible Class Members.

(c) Within fourteen (14) calendar days of providing OFCCP with the list of Eligible Class Members, Potomac will take the following actions:

- a. Pay each Eligible Class Member currently employed by Potomac the distribution amounts in the manner in which the Eligible Class Member is normally paid his/her regular salary (e.g. direct deposit, check), subject to all lawful deductions; and
- b. Mail a check to all other Eligible Class Members for the distribution amounts subject to all lawful deductions as set forth above.

(d) Within 15 days of Potomac's receipt of a check to an Eligible Class Member returned as undeliverable, Potomac will notify OFCCP of this fact via e-mail sent to OFCCP-MA@dol.gov. Within thirty (30) calendar days of receiving such notice from Potomac, OFCCP will attempt to locate the Eligible Class Member, and if OFCCP obtains an alternate address in the designated time period OFCCP will advise Potomac of the address and Potomac will re-mail the check to an alternate or corrected

address. Any check that remains uncashed 180 calendar days after the date indicated on the check will be void. With respect to any remaining funds, Potomac will make a second distribution, in equal shares, and will mail the second distribution to all Eligible Class Members who cashed their first check within 180 days of the date indicated on the check.

B. OFFERS OF RE-EMPLOYMENT

- 1) **Employment Interest Forms.** Within thirty (30) calendar days of the Effective Date of this Agreement, Potomac will mail Employment Interest Forms (Attachment E) to any members of the Eligible Class Members belonging to the Black Class (excluding one class member who is not eligible for rehire) and a postage paid return envelope. For any such Black Class Members whose Employment Interest Forms are returned as undeliverable, Potomac will notify OFCCP of this fact within fifteen (15) calendar days from such return. Within thirty (30) calendar days of receiving notice of letters returned as undeliverable, OFCCP will attempt to locate the Eligible Class Member and if OFCCP obtains an alternate address in the designated time period, OFCCP will advise Potomac of the address. Within fourteen (14) calendar days of receiving alternate addresses from OFCCP, Potomac will re-mail the Employment Interest Form to an alternate or corrected address. Potomac will be discharged from any obligation to issue further Employment Interest Forms to any Eligible Class Member whose letter is again returned as undeliverable or who does not respond to

the Employment Interest Form within thirty (30) calendar days after the date indicated on the letter.

- 2) **Offers of Employment.** As positions become available that the individuals who completed and timely returned the Employment Interest Form and expressed interest in employment are qualified to perform, Potomac will make offers to those individuals until offers to all individuals have been made. Potomac shall make such offers in the order in which it received the completed Employment Interest Forms from such individuals or, if the forms were received on the same day, in order they appear on Attachment A. Individuals hired pursuant to this Agreement shall be paid at the current wage rate for the position for which they are hired and shall be provided with the same benefits and opportunity to earn overtime and shift differentials as other employees in the same position.
- 3) **Job Offer Requirements.** Individuals who receive a written job offer will be allowed at least two weeks to report for work after receiving such offer. If the individual does not report to work on the day designated by Potomac without providing Potomac on or before that day notice of good cause for their absence, or if good cause is provided and the individual does not report to work within five (5) days of the original designated start date, Potomac may withdraw the job offer and shall be under no obligation to hire such individual under this Agreement and shall have no liability for withdrawing such offer. If the individual accepts employment and reports to work but is unable to satisfy the pre-employment requirements for the position,

Potomac may withdraw the job offer and shall be under no obligation to hire such individual under this Agreement. Documentation of these hiring decisions, including job offers made and reasons for withdrawal, if any, will be retained and made available for review by OFCCP. All offers will be made within twenty-four (24) months following the Effective Date of this Decree.

C. OTHER NON-MONETARY REMEDIES

1) **Terminations of Black Laborers and Field Technicians¹** Within 120 days of the Effective Date of this Agreement, Potomac will evaluate the effects of all policies, procedures, and practices involved in the termination of Potomac's Laborers and Field Technicians.

a) Potomac will review and revise, as necessary, its termination system and all written termination guidelines to ensure that no unlawful race-based disparity exists for Black Laborers and Field Technicians. Potomac will determine whether these policies, procedures, and practices have a disproportionately negative effect on the retention of Black Laborers and Field Technicians and develop improved policies, practices, and procedures as appropriate.

b) Potomac will train all individuals involved in any way in determining compensation for Laborers and Field Technicians on all

¹ For purposes of this Decree, reference to Laborers and Field Technician herein (terms used in the Notice of Violation) refers to the type or classification of work performed by employees, not job titles.

new and revised policies, procedures, and programs developed under this Agreement.

c) Within 180 days of the Effective Date of this Agreement, Potomac will reevaluate the effects of all policies, procedures, and practices involved in the termination of Potomac's Laborers and Field Technicians. Potomac will determine whether these policies, procedures, and practices have a disproportionately negative effect on the retention of Black Laborers and Field Technicians. Potomac will produce a written report of its findings, which will be provided to OFCCP. Potomac agrees that this report will not be withheld or redacted in whole or in part pursuant to any privilege, including the work product doctrine or the attorney-client privilege. If this evaluation identifies any policy, procedure or practice having a disproportionately negative effect on the retention of Black Laborers and Field Technicians or Field Technicians, Potomac will take any and all actions necessary to remedy such effect as soon as possible and not later than 60 days from the completion of the evaluation.

2) **Compensation of Hispanic Laborers and Field Technicians.**

Potomac will ensure that all Hispanic employees are afforded equal employment opportunities, as described in this Agreement. Potomac agrees to continue or implement the corrective actions detailed below.

a) Within 120 days of the Effective Date of this Agreement, Potomac will review and revise, as necessary, its compensation

system and all written compensation guidelines to ensure that no unlawful race-based disparity in pay exists between Hispanic Laborers and Field Technicians and other employees working as Laborers and Field Technicians. In addition, Potomac will:

1) Provide all applicants for Laborer and Field Technician positions an equal opportunity to apply for, express interest in, or be hired for these positions regardless of race, including complete disclosure to all applicants of information about the duties, benefits, working conditions and other aspects of employment for these positions.

2) Ensure that it does not rely on race-based stereotypes that have the purpose or effect of steering or channeling Hispanic or non-Hispanic Laborers and Field Technicians into particular positions at hire or disproportionately assigning them particular work or duties, including encouraging or discouraging applicants of one race from applying for or accepting employment into positions performing certain kinds of work.

3) Examine and monitor its compensation policies and practices to eliminate and prevent pay disparities for Hispanic Laborers and Field Technicians in its workforce, including revising its practices as necessary for assigning workers to projects and assigning work hours as appropriate.

4) Train all individuals involved in any way in determining compensation for Laborer and Field Technician positions on all new and revised policies, procedures, and programs developed under this Agreement.

5) Monitor Davis-Bacon hourly rates as well as the administration of private project compensation and benefits such as overtime assignments/pay, merit awards, etc. for any indication of statistically-significant disparities for Hispanic Laborers and Field Technicians and will investigate and remedy any such inequity that may be established.

b) Within 180 days of the Effective Date of this Agreement, Potomac will evaluate the effects of all policies, procedures, and practices involved in the compensation of Potomac's Laborers and Field Technicians. Potomac will determine whether these policies, procedures, and practices have a disproportionately negative effect on the compensation of Hispanic Laborers and Field Technicians. Potomac will produce a written report of its findings, which will be provided to OFCCP. Potomac agrees that this report will not be withheld or redacted in whole or in part pursuant to any privilege, including the work product doctrine or the attorney-client privilege. If this evaluation identifies any policy, procedure or practice having a disproportionately negative effect on the compensation of Hispanic Laborers and Field Technicians, Potomac

will take any and all actions necessary to remedy such effect as soon as possible and not later than 60 days from the completion of the evaluation.

3) **Policies, Procedures and Training to Support a Positive Work Environment Free From Race-based Harassment.** Potomac agrees to provide a work environment free of racial harassment, intimidation, threats and coercion at all worksites and locations at which Potomac's employees are assigned to work. Specifically, Potomac will:

a) Evaluate, develop and/or improve, as necessary, a corporate-wide, zero-tolerance policy prohibiting harassment, intimidation, threats, retaliation, and coercion against any employee at any worksite. Potomac's zero-tolerance policy will be in writing and will list the name, job title, and telephone number of the Potomac official who is responsible and accountable for the company's compliance with EEO and affirmative action obligations and include a detailed description of the process for employees to make complaints concerning allegations of harassment, intimidation, retaliation, and coercion based on race, color, religion, gender, national origin, disability, or veteran status. Additionally, Potomac will distribute such policy in English and Spanish to all its employees and post and display the policy in both English and Spanish in a prominent place at each worksite where there are employees of Potomac. The posters shall be no smaller in size than 8½ by 11 inches.

b) Potomac will conduct at least two (2) hours of annual training for each supervisor, manager, foreman, superintendent, vice president, crew leader and all other Potomac employees. The training must include at least Potomac's newly established corporate-wide zero-tolerance policy prohibiting harassment, intimidation, threats, retaliation, and coercion against employees at all jobsites. The first such training shall be completed within ninety (90) days of the effective date of this Agreement.

c) Potomac will receive and investigate complaints of harassment, intimidation, threats, retaliation, and coercion based on race against employees at all jobsites. Upon the completion of any such investigation, Potomac will distribute to its managers and to the complainant, a written report of its findings and recommendations for further action, if any. Potomac will distribute the contact information for the Potomac official who is responsible and accountable for the company's compliance with EEO and affirmative action obligations to all its employees in English and Spanish and post and display in English and Spanish this contact information at each worksite where there are employees of Potomac.

d) Potomac will include in all of its employment policies the name, job title, and telephone number of the Potomac official who is responsible and accountable for the company's EEO and affirmative action obligations and a detailed description of the process for employees to make complaints of harassment, intimidation, or coercion based on race.

4) **Additional Affirmative Action Remedies** Potomac will direct its recruitment efforts, both oral and in writing, to at least the organizations listed below when it has employment opportunities, describing available openings, screening procedures and tests to be used in the selection process in accordance with the requirements of 41 CFR § 60-4.3(a)7i. These and similar minorities' and women's recruitment and training organizations will be used concurrently with any other recruitment sources:

DC Students Construction Trades Foundation - D.C. Apprenticeship
Academy Beth Moore
4001 Brandywine Street NW, 4th Floor
Washington, DC 20016
(202) 642-0806
Beth.dcs@gmail.com

North America Building Trades Union (NABTU)
Baltimore-DC Metro B.C.T.C.
Stephen Courtien – President
5829 Allentown Road
Camp Springs, MD 20746
(301) 899-8134
scourtien@bdcbt.org

Department of Employment Services
Dr. Unique N. Morris-Hughes – Director
4058 Minnesota Avenue, NE
Washington, DC 20019
(202) 724-7000
does@dc.gov
Lewis Brown – Lewis.Brown@dc.gov

National Association of Women in Construction
Romina Byrd – Northeast Region Director
327 S. Adams Street
Fort Worth, Texas, 76104
(800) 552-3506, ext. 14
rominabyrd@millerandlong.com
nawic@nawic.org

IV. COMPLIANCE WITH THE EXECUTIVE ORDER AND REPORTING

1. As long as Potomac remains a federal contractor subject to E.O. 11246, it will ensure and maintain a working environment free of harassment, intimidation, and coercion at all construction sites where its employees work, in compliance with 41 C.F.R. § 60-1.4(a)(1), 41 C.F.R. § 60-132, and 41 C.F.R. § 4.3(a)7.a.
2. As long as Potomac remains a federal contractor subject to E.O. 11246, it will preserve and maintain all personnel and employment records for a period of two years from the date of the making of the record or personnel action involved, in compliance with Section 202 of E.O. 11246, 41 C.F.R. § 60-1.12(a) and (e).
3. As long as Potomac remains a federal contractor subject to the E.O. 11246, it will:
 - establish and maintain a current list of minority and women's recruitment sources; provide written notification to minority and female recruitment sources and community organizations when it has employment opportunities available; and maintain a record of the organizations' responses; in compliance with 41 C.F.R. § 60-4.3(a)7b.
 - maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and referral from a recruitment source or community organization, indicating what action had been taken with respect to each individual; in compliance with 41 C.F.R. § 60-4.3(a)7c.
 - direct recruitment efforts, oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs; in compliance with 41 C.F.R. § 60-4.3(a)7i.
 - undertake appropriate outreach and positive recruitment activities that are reasonably designed to effectively recruit protected veterans, in compliance with 41 C.F.R. § 60-300.44(f), and qualified individuals with disabilities, in compliance with 41 C.F.R. § 60-741.44(f).
 - make a good-faith effort to meet the utilization goal for minorities and females in compliance with 41 C.F.R. § 60-4.2(d)(2) and 60-4.6.32.
 - list any of its employment openings, as defined in 41 C.F.R. § 60-300.5(a)(2)-(6), with the appropriate employment service delivery system where the opening

occurred, including the state workforce agency job bank or local employment service delivery system, in compliance with 41 C.F.R. § 60-300.5(a)(2)-(6).

4. As long as Potomac remains a federal contractor subject to E.O. 11246, it will:
- disseminate its EEO policy by providing notice of the policy to training programs and requesting their cooperation in assisting Potomac in meeting its EEO obligations as required by 41 C.F.R. § 60-4.3(a)7f.
 - review its EEO policy and affirmative action obligations at least annually with all employees responsible for hiring, assignment, layoffs, terminations, and other employment decisions in compliance with 41 C.F.R. § 604.3(a)7g.
 - disseminate the company's EEO policy externally by including it in all advertising, and by providing written notification to and discussing the EEO policy with all other contractors and subcontractors with whom Potomac has, is, or anticipates doing business in compliance with 41 C.F.R. § 604.3(a)7h.
 - monitor, on a systemic and ongoing basis, seniority practices, job classifications, work assignments, and other employment practices to make sure that they do not have a discriminatory effect, in compliance with 41 C.F.R. § 604.3(a)7m.
 - adequately develop a system to review, at least annually, its supervisors' adherence to and performance under the company's EEO policies and obligations, in compliance with 41 C.F.R. 60-4.3(a)7p.
 - file EEO-1 reports as required by 41 C.F.R. § 60-1.7(a).
 - prepare and maintain an affirmative action program for protected veterans at each establishment, in compliance with 41 C.F.R. § 60300AO(b) and 41 C.F.R. § 60-741.40.
5. As long as Potomac remains a federal contractor subject to E.O. 11246, it will document and maintain a record of all solicitations of offers for subcontractors from minority and/or female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations, in compliance with 41 C.F.R. § 60-4.3(a)7o.

As long as Potomac remains a federal contractor subject to E.O. 11246, it will ensure that all company activities are non-segregated, in compliance with 41 C.F.R. § 60-4.3(a)7n.

6. Potomac agrees to prepare and submit three Consent Decree Progress Reports (“Progress Reports”) covering a 36-month (3-year) period. The first Progress Report shall be due October 31, 2021 and cover the 12-month period of September 30, 2020 to September 30, 2021. The second report shall be due October 31, 2022 and cover the 12-month period of September 30, 2021 to September 30, 2022. The third Progress Report shall be due on October 31, 2023 and shall cover the 12-month period of September 30, 2022 to September 30, 2023. The reports shall be submitted to OFCCP-MA@dol.gov. Each of the Progress Reports shall contain the following information for the 12-month period covered by the report, with the exception of items a-j, to be included in the first report only:

- a. Documentation of the monetary payment to all Eligible Black Class Members. The documentation must include the names of Eligible Black Class Members who were paid, and, for each Eligible Black Class Member, the number and the amount of the check and the date the check cleared the bank. Potomac must provide OFCCP with copies of any canceled checks or equivalent banking documentation upon request, and please note that OFCCP will make every reasonable effort to request such documentation in batches rather than individually;
- b. Documentation of specific hiring activity for Eligible Black Class Members who were hired in accordance with this Decree, including name, date of hire, job title hired into, and rate of pay;
- c. For Eligible Black Class Members who were considered for employment but not hired, Potomac will provide the reason for non-placement along with all relevant documentation (e.g., documentation that the Eligible Black Class Member declined a job offer);

- d. Documentation of the monetary payment to all Eligible Hispanic Class Members. The documentation must include the names of Eligible Hispanic Class Members who were paid, and, for each Eligible Hispanic Class Member, the number and the amount of the check and the date the check cleared the bank. Potomac must provide OFCCP with copies of all canceled checks or equivalent banking documentation upon request, and please note that OFCCP will make every reasonable effort to request such documentation in batches rather than individually;
- e. Updated compensation system and written guidelines;
- f. Results of the study conducted for Laborer position;
- g. Evidence to confirm that Potomac has written and implemented procedures to ensure that all personnel records are retained in accordance with 41 C.F.R. Parts 60-1 and 60-3, 41 C.F.R. § 60-300.80(a) and 41 C.F.R. § 60-741.80(a);
- h. A description of the training provided to managers and employees in accordance with the training provisions of this Decree, including the names and job titles of the persons conducting the training and attending the training, an outline of the content of the training, any materials provided to participants or used by the trainers to conduct the training, and the cost of the training to Potomac;
- i. The following data for all employees employed by Potomac in Laborer position as of a snapshot date within three months prior to the date the Progress Report is submitted to OFCCP: (1) employee ID; (2) job title; (3) performance rating; (4) race; (5) sex; (6) wages; (7) bonus paid during the prior year; (8) date of hire; (9) date in position; (10) date of termination/rehire (if applicable); and (11) whether an incentive pay structure applies to the position.

- j. The results of Potomac's monitoring of base compensation as well as the administration of non-base compensation and benefits such as overtime assignments/pay, merit awards, etc. for any indication of statistically-significant disparities based on race. If a disparity is identified, Potomac will also submit documentation of any corrective action taken.
- k. If upon review of the results of any Progress Report produced, OFCCP has a reasonable basis to conclude from its review of any Progress Report that Potomac has violated this Decree, the parties shall comply with the provisions of 41 C.F.R. § 60-1.34.
- l. Potomac will retain all records pertinent to the violations resolved by this Decree and the reports submitted under it (including the underlying data/information upon which the reports are based) until the expiration date of this Decree, or consistent with regulatory timeframes, whichever is later.

V. IMPLEMENTATION AND ENFORCEMENT OF THIS DECREE

- 1. This Decree shall constitute the final administrative order in this case, and shall have the same force and effect as an order made after a full hearing and final review by the Administrative Review Board.
- 2. The entire record upon which this Decree is based shall consist solely of the administrative complaint, the answer to the administrative complaint by Potomac, this Consent Decree and Order, and the attachments hereto.
- 3. The parties waive any further procedural steps provided in 41 C.F.R. Part 60-30 for a final administrative order.
- 4. The parties waive any right to challenge or contest the validity of the provisions of this Decree.

5. Each party agrees to pay its own fees, costs, and other expenses incurred at any stage of these proceedings.
6. No party shall bring enforcement proceedings for any alleged violation(s) of this Decree with the Office of Administrative Law Judges prior to providing thirty (30) days' written notice to the other party, and the parties shall work together in good faith during the 30-day notice period to attempt to resolve any purported violation. The notice period shall not apply in those cases in which such a delay would result in irreparable injury to the employment rights of Affected Employees.
7. Subject only to the timing provisions set forth in the preceding paragraph, enforcement proceedings for violation of this Decree may be initiated any time upon filing with the Office of Administrative Law Judges a motion for an order of enforcement and/or sanctions.
8. Liability for violation of this Decree may subject Potomac and its successors, assigns, divisions or subsidiaries to the sanctions set forth in E.O. 11246 and its implementing regulations and other appropriate relief. Potomac acknowledges that a lack of review by OFCCP and/or a lack of initiating enforcement proceedings by OFCCP will not be construed as approval of any of Potomac's actions, policies, reports, or procedures implemented during the course of this Decree.
9. If a motion for an order of enforcement is unopposed, the motion may be presented to the Administrative Law Judge without hearing, and the proposed order may be implemented immediately. If said application or motion is opposed by any party, the party in opposition shall file a written response within thirty (30) days of service of such motion.

WHEREFORE, the parties move that an order be entered adopting the above Consent Decree and Order as the final disposition of this matter.

IT IS SO ORDERED:

DATED: _____

Lauren C. Boucher

ADMINISTRATIVE LAW JUDGE

AGREED TO:

Mailing Address:

UNITED STATES DEPARTMENT OF LABOR

U.S. Department of Labor
Office of the Regional Solicitor
170 S. Independence Mall West
Suite 630E, The Curtis Center
Philadelphia, PA 19106

Kate S. O'Scannlain
Solicitor of Labor

Oscar L. Hampton III
Regional Solicitor

(215) 861-5128 (voice)
(215) 861-5162 (fax)

Andrea Appel
Civil Rights Counsel

luby.andrea@dol.gov

/s Andrea Luby

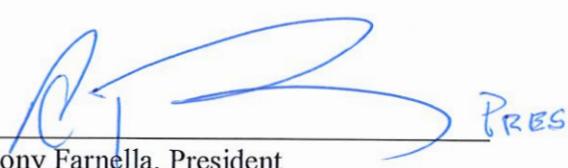
Andrea Luby
Senior Trial Attorney

Office of the Solicitor
Suite 630E, The Curtis Center
170 S. Independence Mall West
Philadelphia, PA 19106-3306
(215) 861-5128
(215) 861-5162 (fax)

Potomac Abatement, Inc.
8309A Sherwick Court
Jessup, Maryland 20794

POTOMAC ABATEMENT, INC.

Office (410) 730-6888
Office (240) 547-6413
tony@potomacabatement.com



Anthony Farnella, President

Dated: 9-22-20, 2020

Attachment A: Affected Employees List

The Black Class

#	NOV2	Employee ID	Last Name	First Name	Back Pay or Lost Wages	Interest	Total	Send Employment Interest Form?
1	1	(b) (6), (b) (7)(C)			\$3,500	\$500	\$4,000	Yes
2	1				\$3,500	\$500	\$4,000	Yes
3	1				\$3,500	\$500	\$4,000	Yes
4	1				\$3,500	\$500	\$4,000	Yes
5	1				\$3,500	\$500	\$4,000	Yes
6	1				\$3,500	\$500	\$4,000	Yes
7	1				\$3,500	\$500	\$4,000	Yes
8	1				\$3,500	\$500	\$4,000	Yes
9	1				\$3,500	\$500	\$4,000	Yes
10	1				\$3,500	\$500	\$4,000	Yes
11	1				\$3,500	\$500	\$4,000	Yes
12	1				\$3,500	\$500	\$4,000	Yes
13	1				\$3,500	\$500	\$4,000	Yes
14	1				\$3,500	\$500	\$4,000	No, not eligible for rehire
15	1				\$3,500	\$500	\$4,000	Yes
16	1				\$3,500	\$500	\$4,000	Yes
17	1				\$3,500	\$500	\$4,000	Yes

The Hispanic Class

#	NOV	Employee ID	Last Name	First Name	Back Pay or Lost Wages	Interest	Total	Send Employment Interest Form?
18	2	(b) (6), (b) (7)(C)			\$2,750	\$250	\$3,000	
19	2				\$2,750	\$250	\$3,000	
20	2				\$2,750	\$250	\$3,000	
21	2				\$2,750	\$250	\$3,000	
22	2				\$2,750	\$250	\$3,000	
23	2				\$2,750	\$250	\$3,000	
24	2				\$2,750	\$250	\$3,000	
25	2				\$2,750	\$250	\$3,000	
26	2				\$2,750	\$250	\$3,000	
27	2				\$2,750	\$250	\$3,000	

2 Reference to the OFCCP's Notice of Violation in re: Compliance Evaluation of Potomac Abatement, Inc., Jessup, Maryland – OFCCP No. R00174307 dated March 21, 2014.

#	NOV	Employee ID	Last Name	First Name	Back Pay or Lost Wages	Interest	Total	Send Employment Interest Form?
28	2	(b) (6), (b) (7)(C)			\$2,750	\$250	\$3,000	
29	2				\$2,750	\$250	\$3,000	
30	2				\$2,750	\$250	\$3,000	
31	2				\$2,750	\$250	\$3,000	
32	2				\$2,750	\$250	\$3,000	
33	2				\$2,750	\$250	\$3,000	
34	2				\$2,750	\$250	\$3,000	
35	2				\$2,750	\$250	\$3,000	
36	2				\$2,750	\$250	\$3,000	
37	2				\$2,750	\$250	\$3,000	
38	2				\$2,750	\$250	\$3,000	
39	2				\$2,750	\$250	\$3,000	
40	2				\$2,750	\$250	\$3,000	
41	2				\$2,750	\$250	\$3,000	
42	2				\$2,750	\$250	\$3,000	
43	2				\$2,750	\$250	\$3,000	
44	2				\$2,750	\$250	\$3,000	
45	2				\$2,750	\$250	\$3,000	
46	2				\$2,750	\$250	\$3,000	
47	2				\$2,750	\$250	\$3,000	
48	2				\$2,750	\$250	\$3,000	
49	2				\$2,750	\$250	\$3,000	
50	2				\$2,750	\$250	\$3,000	
51	2				\$2,750	\$250	\$3,000	
52	2				\$2,750	\$250	\$3,000	
53	2				\$2,750	\$250	\$3,000	
54	2				\$2,750	\$250	\$3,000	
55	2				\$2,750	\$250	\$3,000	
56	2				\$2,750	\$250	\$3,000	
57	2				\$2,750	\$250	\$3,000	
58	2				\$2,750	\$250	\$3,000	
59	2				\$2,750	\$250	\$3,000	
60	2				\$2,750	\$250	\$3,000	
61	2				\$2,750	\$250	\$3,000	
62	2				\$2,750	\$250	\$3,000	
63	2				\$2,750	\$250	\$3,000	
64	2				\$2,750	\$250	\$3,000	
65	2				\$2,750	\$250	\$3,000	
66	2				\$2,750	\$250	\$3,000	

#	NOV	Employee ID	Last Name	First Name	Back Pay or Lost Wages	Interest	Total	Send Employment Interest Form?
67	2	(b) (6), (b) (7)(C)			\$2,750	\$250	\$3,000	
68	2				\$2,750	\$250	\$3,000	
69	2				\$2,750	\$250	\$3,000	
70	2				\$2,750	\$250	\$3,000	
71	2				\$2,750	\$250	\$3,000	
72	2				\$2,750	\$250	\$3,000	
73	2				\$2,750	\$250	\$3,000	
74	2				\$2,750	\$250	\$3,000	
75	2				\$2,750	\$250	\$3,000	
76	2				\$2,750	\$250	\$3,000	
77	2				\$2,750	\$250	\$3,000	
78	2				\$2,750	\$250	\$3,000	
79	2				\$2,750	\$250	\$3,000	
80	2				\$2,750	\$250	\$3,000	
81	2				\$2,750	\$250	\$3,000	
82	2				\$2,750	\$250	\$3,000	
83	2				\$2,750	\$250	\$3,000	
84	2				\$2,750	\$250	\$3,000	
85	2				\$2,750	\$250	\$3,000	
86	2				\$2,750	\$250	\$3,000	
87	2				\$2,750	\$250	\$3,000	
88	2				\$2,750	\$250	\$3,000	
89	2				\$2,750	\$250	\$3,000	
90	2				\$2,750	\$250	\$3,000	
91	2				\$2,750	\$250	\$3,000	
92	2				\$2,750	\$250	\$3,000	
93	2				\$2,750	\$250	\$3,000	
94	2				\$2,750	\$250	\$3,000	
95	2				\$2,750	\$250	\$3,000	
96	2				\$2,750	\$250	\$3,000	
97	2				\$2,750	\$250	\$3,000	
98	2				\$2,750	\$250	\$3,000	
99	2				\$2,750	\$250	\$3,000	
100	2				\$2,750	\$250	\$3,000	
101	2				\$2,750	\$250	\$3,000	

#	NOV	Employee ID	Last Name	First Name	Back Pay or Lost Wages	Interest	Total	Send Employment Interest Form?
102	2	(b) (6), (b) (7)(C)			\$2,750	\$250	\$3,000	
103	2				\$2,750	\$250	\$3,000	
104	2				\$2,750	\$250	\$3,000	
105	2				\$2,750	\$250	\$3,000	
106	2				\$2,750	\$250	\$3,000	
107	2				\$2,750	\$250	\$3,000	
108	2				\$2,750	\$250	\$3,000	
109	2				\$2,750	\$250	\$3,000	
110	2				\$2,750	\$250	\$3,000	
111	2				\$2,750	\$250	\$3,000	
112	2				\$2,750	\$250	\$3,000	
113	2				\$2,750	\$250	\$3,000	
114	2				\$2,750	\$250	\$3,000	
115	2				\$2,750	\$250	\$3,000	
116	2				\$2,750	\$250	\$3,000	
117	2				\$2,750	\$250	\$3,000	
118	2				\$2,750	\$250	\$3,000	
119	2				\$2,750	\$250	\$3,000	
120	2				\$2,750	\$250	\$3,000	
121	2				\$2,750	\$250	\$3,000	
122	2				\$2,750	\$250	\$3,000	
123	2				\$2,750	\$250	\$3,000	
124	2				\$2,750	\$250	\$3,000	
125	2				\$2,750	\$250	\$3,000	
126	2				\$2,750	\$250	\$3,000	
127	2				\$2,750	\$250	\$3,000	
128	3				\$2,750	\$250	\$3,000	
129	3				\$2,750	\$250	\$3,000	
130	3				\$2,750	\$250	\$3,000	
131	3				\$2,750	\$250	\$3,000	
132	3				\$2,750	\$250	\$3,000	
133	3				\$2,750	\$250	\$3,000	
134	3				\$2,750	\$250	\$3,000	
135	3				\$2,750	\$250	\$3,000	
136	3				\$2,750	\$250	\$3,000	
137	3				\$2,750	\$250	\$3,000	
138	3				\$2,750	\$250	\$3,000	

#	NOV	Employee ID	Last Name	First Name	Back Pay or Lost Wages	Interest	Total	Send Employment Interest Form?
139	3	(b) (6), (b) (7)(C)			\$2,750	\$250	\$3,000	
140	3				\$2,750	\$250	\$3,000	
141	3				\$2,750	\$250	\$3,000	
142	3				\$2,750	\$250	\$3,000	
143	3				\$2,750	\$250	\$3,000	
144	3				\$2,750	\$250	\$3,000	
145	3				\$2,750	\$250	\$3,000	
146	3				\$2,750	\$250	\$3,000	
147	3				\$2,750	\$250	\$3,000	
148	3				\$2,750	\$250	\$3,000	
149	3				\$2,750	\$250	\$3,000	
150	3				\$2,750	\$250	\$3,000	
151	3				\$2,750	\$250	\$3,000	
152	3				\$2,750	\$250	\$3,000	
153	3				\$2,750	\$250	\$3,000	
154	3				\$2,750	\$250	\$3,000	
155	3				\$2,750	\$250	\$3,000	
156	3				\$2,750	\$250	\$3,000	
157	3				\$2,750	\$250	\$3,000	
158	3				\$2,750	\$250	\$3,000	
159	3				\$2,750	\$250	\$3,000	
160	3				\$2,750	\$250	\$3,000	
161	3				\$2,750	\$250	\$3,000	
162	3				\$2,750	\$250	\$3,000	

Attachment B – Notice

If you were employed by Potomac Abatement Inc. at any time between May 1, 2011 and July 2012, you may benefit from a recent legal settlement with the U.S. Department of Labor.

We are writing to provide information about a legal settlement between the U.S. Department of Labor and Potomac Abatement Inc. (Potomac) that may benefit you. Our records show that you may be one of the employees or former employees covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages.

ARE YOU AFFECTED?

Certain employees who worked for Potomac between May 1, 2011 and July 2012 may be eligible to receive a payment.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity through affirmative action requirements that apply to federal contractors. OFCCP alleged that Potomac discriminated against certain employees in compensation when compared to their Black counterparts. OFCCP also alleged that Potomac discriminatorily laid off Black employees in July 2012. Potomac denies those claims. Ultimately, OFCCP and Potomac agreed to resolve the issue through a Consent Decree. A Consent Decree is a legal document that includes actions the contractor has agreed to take to resolve the legal action.

WHAT DOES THIS MEAN FOR YOU?

You may be eligible to receive a payment as a result of this Consent Decree. The payment represents your likely share of back wages and other payments Potomac is making to settle the lawsuit. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.

To get these benefits, you will need to release or agree to give up certain legal claims, and sign the enclosed Interest and Release forms.

WHAT IS YOUR NEXT STEP?

You should read this Notice and the enclosed Interest and Release forms.

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

To be eligible for a payment, you must complete, sign, and return the two enclosed forms: (1) the "Interest Form" and (2) the "Release of Claims Under Executive Order 11246" to:

Mail: Potomac Abatement, Inc.
Attn: Albert E. Horak, Jr.
8309A Sherwick Court
Jessup, Maryland USA 20794-3101

Email: OFCCPsettlement@potomacabatement.com

DEADLINE: The forms must be post-marked by _____

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

If you fail to return both of the required forms by the deadline above, or if your forms do not verify your eligibility, you will not be eligible to receive any money or any other benefits from the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact [NAME OF COMPLIANCE OFFICER] at ____@dol.gov or [PHONE NUMBER]. You can also visit the U.S. Department of Labor Website about this case at www.dol.gov/ofccp/cml.

Attachment C: Interest Form

Interest Form

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

INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR MONEY (BACK WAGES) AND/OR AN OPPORTUNITY FOR A PAY INCREASE FROM THE SETTLEMENT

DEADLINE: The forms must be post-marked by: _____

You may be eligible for a money payment from the settlement. To receive benefits (such as money), you must complete and return this Interest Form and the enclosed Release Form by the deadline listed above to:

Mail: Potomac Abatement, Inc.
Attn: Albert E. Horak, Jr.
8309A Sherwick Court
Jessup, Maryland USA 20794-3101

Email: OFCCPsettlement@potomacabatement.com

If you do not submit a completed Interest Form and Release Form on or before the deadline listed above, then your claim will not be on time and **you will not receive any benefits from this settlement.**

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

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

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

Step 1: Please provide the following contact information to process your payment (please PRINT legibly).

First Name: _____

Last Name _____

Any other names you have used: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

I confirm that the address on the cover letter is correct.

The address on the cover letter is not correct. My correct address is:

Address: _____

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

Mail: Potomac Abatement, Inc.
Attn: Albert E. Horak, Jr.
8309A Sherwick Court
Jessup, Maryland USA 20794-3101

Email: OFCCPsettlement@potomacabatement.com

Step 2: Sign and return along with the Release Form

I certify the above as true and correct.

Signature

Date

Attachment D – Release Form

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 ("Release") is a legal document. The document states that in return for Potomac Abatement Inc. ("Contractor") paying you money, you agree that you will not file any lawsuit against Potomac Abatement Inc. for allegedly violating Executive Order 11246 in its compensation of employees. It also says that Potomac Abatement Inc. 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 payment of \$ (less deductions required by law) by Potomac Abatement Inc. to me, which I agree is acceptable, I, _____, agree to the following: (print name)

I.

I hereby waive, release and forever discharge Potomac Abatement Inc., 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 compensation as an employee on the basis of my race/ethnicity at any time prior to July 31, 2012.

II.

I understand that Potomac Abatement Inc. denies that it treated me unlawfully or unfairly in any way and that Potomac Abatement Inc. entered into a Consent Decree 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 compensation and to resolve the matter without further legal proceedings. I further agree that the payment of the aforesaid sum by Potomac Abatement Inc. to me is not to be construed as an admission of any liability by Potomac Abatement Inc.

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 Potomac Abatement Inc. by the date set forth in the enclosed notice, I will not be entitled to receive any payment from Potomac Abatement Inc.

IN WITNESS WHEREOF, I have signed this document on this ____ day of _____, 20__.

Signature

Attachment E- Employment Interest Form

[Date]

[Name/Address]

Re: Offer of Reemployment

Dear [Name]:

As a former employee of Potomac Abatement, we know you have had the experience and training in the type of work we perform. We would like to offer you a position with Potomac Abatement on a current or upcoming project, contingent on your interest, availability, continued qualifications, and ability to pass Potomac's standard hiring requirements (i.e., proof of eligibility to work in the U.S., background check, drug screen). Please note that the rate of pay may vary depending on the nature of the project, the work, and your experience and qualifications.

If you would like to accept this offer of reemployment, please answer the questions below and return the questionnaire to Potomac Abatement by [Date]. Upon receipt of the questionnaire, Potomac Abatement will reach out to you to discuss what opportunities may be available and to confirm that all necessary trainings and licensures are up-to-date. If you do not return this questionnaire by [Date], we will assume that you are not interested in reemployment at this time.

Questionnaire

1. Are you available for work immediately? Yes No If no, date on which you will become available: _____
2. Are you willing to work in (check all that apply): VA MD DC
3. Do you have your own transportation to job assignments? Yes No
4. Do you have a current, valid asbestos worker license? Yes No
If yes, describe the type and the state of license _____
5. What is the minimum hourly rate for which you are willing to work? \$ _____
6. What is the best phone number to reach you at? _____

Former Employee Name (Print): _____

Former Employee Signature: _____

Date: _____

Thank you for your interest in Potomac Abatement, and we hope to hear from you soon.

Sincerely,