

**Conciliation Agreement**  
**Between the**  
**U.S. Department of Labor Office of Federal Contract Compliance Programs**  
**and**  
**Goodwill Industries of South Florida, Inc.**

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Goodwill Industries of South Florida, Inc. (Goodwill) facilities located in Miami-Dade and Broward County, Florida.<sup>1</sup> OFCCP found that Goodwill failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), 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 respective implementing regulations at Title 41 C.F.R Chapter 60.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Goodwill enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

The attachments to this Agreement are deemed incorporated into this Agreement.

**II. General Terms and Conditions**

1. In exchange for Goodwill's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and/or the VEVRAA based on the alleged violations. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Goodwill violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Goodwill's compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Goodwill will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents it requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves Goodwill of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

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<sup>1</sup> Specific locations are listed in Attachment E.

4. Goodwill and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, and/or VEVRAA.
5. Goodwill shall not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
8. This Agreement becomes effective on the day it is signed by the Acting Southeast Regional Director (Effective Date).
9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) days after Goodwill submits its final progress report required in Part VIII below, unless OFCCP notifies Goodwill in writing before the expiration date that Goodwill has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that Goodwill has met all of its obligations under the Agreement.
11. If Goodwill violates this Agreement:
  - a. The procedures at 41 C.F.R. 60-1.34 and 41 C.F.R. 60-741.63 (2014) will govern:
    - i. OFCCP will send Goodwill a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. The Goodwill shall have fifteen (15) days from receipt of the notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
    - iii. If Goodwill is unable to demonstrate that it has not violated the Agreement, or if OFCCP's alleges irreparable injury, OFCCP may initiate enforcement proceedings immediately without issuing a show cause notice or proceeding through any other requirement.
    - iv. In the event of a breach of this Agreement by the Goodwill, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms agreed to in the Agreement.

- b. Goodwill may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27 and 41 C.F.R. 60-741.66 (2014), and/or other appropriate relief for violating this Agreement.
12. Goodwill neither admits nor denies any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
14. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.
15. Each party shall bear its own fees and expenses with respect to this matter.
16. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
17. All references to “days” in this Agreement, and in the Timeline included as Attachment B, are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

### **III. Discrimination Violations**

1. During the period September 1, 2016 to August 31, 2019, OFCCP alleges that Goodwill discriminated against Black applicants in Appendix A for retail positions, in violation of 41 C.F.R § 60-1.4(a)(1). OFCCP inferred a statistically significant adverse impact in the hiring rate for these applicants when compared to Hispanic applicants, and Goodwill lacked the records that could have identified the selection practice and/or criteria causing the adverse impact, resulting in a shortfall of 80.<sup>2</sup>
2. At least as of April 10, 2017, OFCCP alleges that Goodwill discriminated against 23 qualified applicants for Staff/Support positions in violation of 41 CFR § 60-741. Goodwill rescinded the applicants’ job offers due to medical restrictions identified during Goodwill’s post-offer medical and physical evaluation process. The evaluation included extensive questions on applicants’ medical history. OFCCP found that the breath of questions were not job-related and/or were not consistent with business necessity, in violation of § 60-741.23(b)(4). Accordingly, OFCCP finds that Goodwill discriminated against 23 qualified

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<sup>2</sup> The retail positions refer to the jobs within Goodwill’s 4-C Retail job group. Specific job titles with adverse findings include the processor, retail associate, and sales associate job titles.

applicants whose offers were rescinded due to this medical evaluation process. The shortfall for this group is 21.

#### **IV. Financial Remedy**

##### **1. Settlement Fund**

- a. **Settlement Fund Account.** By the date indicated in the Timeline (Attachment B), Goodwill shall deposit a total of \$104,451.95 in an FDIC-insured interest bearing account maintained by Goodwill at the prevailing interest rate. By the deadline set forth in the Timeline, Goodwill will notify OFCCP when this action is complete and provide appropriate documentation, including the name and address of the FDIC-insured banking institution, the account number for the settlement fund, the date of deposit, the deposit amount, and bank records showing the deposit amount. By the dates set forth in the Timeline, Goodwill will provide OFCCP with copies of bank records showing the current balance of the account, list of transactions and the amount of accrued interest on the account. The settlement fund is a negotiated amount that represents estimated back pay and accrued interest. Goodwill's share of taxes on the portion representing back pay (such as federal, state and/or local taxes and Federal Income Contributions Act (FICA)) is not part of the Settlement Fund. Goodwill will be responsible for any banking account fees.
- b. **Specific Settlement Fund Amounts.** The total Settlement Fund amount includes \$83,561.56 in back pay and \$20,890.39 in interest. The settlement fund will be distributed pro-rata amongst Eligible Applicants.

##### **2. Allocation**

- a. **Total Amount to be Allocated.** The back pay and interest amounts of the Settlement Fund, plus any additional interest that accrues on these interest-bearing accounts, will be distributed among the eligible applicants or employees as explained in this Section. Individual shares will include appropriate deductions for each individual's share of payroll deductions required by law on the portion representing back pay only, such as federal (FICA/Federal Unemployment Tax Act (FUTA), state or local insurance premiums or taxes.
- b. **Affected Applicants Eligible to Receive Payments.** The Settlement Fund will be distributed to all Affected Applicants (identified in Attachment A) who timely respond to the Notice Process as explained below, and whose eligibility is verified (hereinafter, Eligible Applicants). These individuals will be listed on the Final List of Eligible Applicants (Final List). The process of determining the Final List is explained below under Notice Process. OFCCP will determine the final amount for each Eligible Applicant based on the formula or other terms provided in this Agreement. All Eligible Applicants are entitled to their share of the monetary settlement regardless of whether they are currently interested in employment with Goodwill.

- c. **Payments to Eligible Applicants.** OFCCP will provide Goodwill a list of the payment amount for each Eligible Applicant on the Final List by the date set forth on the Timeline. Goodwill will issue checks or make electronic payments to each Eligible Applicant in the stated amount, along with appropriate tax reporting forms (such as W-2 and Internal Revenue Service (IRS) Form 1099) by the date set forth on the Timeline. OFCCP will receive timely documentation of all payments made and any payments returned undelivered or any checks not cashed, as set forth on the Timeline. Any check that remains uncashed 180 days after the initial date the check was mailed to the Eligible Applicant will be void. With respect to any uncashed funds, Goodwill will make a second distribution to all Eligible Applicants who cashed their first check.
- d. **Tax Payments, Forms and Reporting.** Goodwill will pay Goodwill's share of social security withholdings, and any other tax payments required by law from additional funds separate from the Settlement Fund. Goodwill shall mail to each Eligible Applicant an IRS Form W-2 for that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be provided to the Eligible Applicants either at the time of payment, electronically or with the settlement checks, or at the end of the year. No Eligible Applicant will be required to complete a W-4 or W-9 in order to receive payments under this settlement.

### 3. Notice Process

- a. **OFCCP and Goodwill's Obligations under the Notice Process.** The Notice Process set forth in this agreement is intended to provide Affected Applicants a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. This includes providing notice in multiple relevant languages to the affected workers and through multiple channels if appropriate and providing technical assistance to Affected Applicants seeking information about their rights and obligations under this Agreement. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, Goodwill and OFCCP will regularly meet and confer in person, by phone and/or by email on the notice process to determine how best to carry out the Notice provisions of this Agreement, and to decide whether any activity, deadline or document should be modified. OFCCP and Goodwill agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
- b. **Notice Documents.** Goodwill will distribute Notice Documents to Affected Applicants identified in Attachment A consistent with the sample Notice Documents contained in Attachments C and D. The Notice Documents may include a Notice, Release of Claims and Interest Verification Forms. The Notice Documents may also include other materials such as standard OFCCP or U.S. Department of Labor materials, instructions or a cover sheet, job applications, or other information that better enables Affected Applicants to understand their rights and obligations and act on them in a timely manner. The Notice Documents will make clear the information about the settlement is being provided by or on behalf of the U.S. Department of Labor. Goodwill will distribute the Notice Documents in English, Spanish and in Haitian Creole. As

specified in the Timeline and as otherwise necessary to fulfill this Agreement, the parties will meet and confer on any reasonable modifications of the sample Notice Documents or additions to the materials distributed by Goodwill, if proposed by either party.

- c. **Timeline.** Attachment B sets forth the agreed Timeline for Notice and for the parties' other obligations under this Agreement. The parties will meet and confer on any reasonable modifications to the Timeline proposed by either party.
- d. **Search for Affected Applicants.** OFCCP shall provide Goodwill with complete contact information in its possession or its authority to obtain on the Affected Applicants by the date set forth in the Timeline.
- e. **Distribution of Mail Notice to Affected Applicants.** Goodwill shall provide initial notice by regular first-class mail. Goodwill will send copies of all of the Notice Documents as defined above, including a postage-paid return envelope, by first class mail to the best available mailing address for each Affected Applicant, by the date set forth in the Timeline. If envelopes from the initial mail notice are returned with forwarding addresses, Goodwill will re-mail the Notice Documents within five (5) days of receipt of the forwarding address.

Based on the response to the initial mail notice, the parties will meet and confer by the date set forth in the Timeline to assess the results of the initial mail notice and to ensure that the second round of mail notice maximizes the potential response rate. A second mail notice will be sent to Affected Applicants with valid addresses who fail to respond to the first mail notice unless the parties agree otherwise.

- f. **Distribution of Notice by Other Means.** Goodwill shall work with OFCCP to develop a recommended plan for Notice by other means in addition to first class mail, including, as appropriate, use of email and telephone contact. These other means will be designed to maximize the ability of Affected Applicants to understand their rights and obligations under this Agreement and act upon them. OFCCP may also conduct independent efforts to communicate with Affected Applicants about this Agreement through official U.S. Department of Labor channels.
- g. **Notice Deadline.** The final deadline for any Affected Applicant to respond to the notice is set forth in the Timeline. The parties will prominently display this deadline on all materials they distribute in paper or online form regarding this Agreement, and explain that failure to respond by this deadline will result in a forfeiture of any relief provided by this Agreement.
- h. **Technical Assistance.** The parties will timely respond to any inquiries from Affected Applicants using information consistent with this Agreement and the Notice Documents and will document all inquiries and the result. OFCCP will provide contact information for individuals to contact OFCCP regarding this Agreement. The parties will prominently display this contact information on all materials they distribute in

paper or online form regarding this Agreement. Goodwill will provide OFCCP contact information to any Affected Applicant with questions or concerns.

- i. **Exchange of Information Regarding Affected Applicants.** Goodwill and OFCCP will timely exchange information regarding Affected Applicants, including updated contact information and the results of any technical assistance provided.
- j. **Final List of Eligible Applicants.** The Final List will include all Affected Applicants who timely respond to the Notice by the deadline set forth in the Timeline and whose eligibility is verified by OFCCP. The parties will establish the Final List by the date set forth in the Timeline. The parties will meet and confer on any outstanding issues or questions regarding the Final List. Either party may identify potentially Eligible Applicants who may have been erroneously excluded from the original or any subsequent list. OFCCP shall make the final determinations of eligibility but will make every effort to negotiate in good faith to resolve any dispute about the Final List. Goodwill will provide to OFCCP any information necessary to determine the Final List.
- k. **Documentation of Payments.** By the deadline set forth in the Timeline, Goodwill shall provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Applicants, including the amounts paid, the date payment was sent, the date payment was received or the check cashed, and any uncashed or returned checks. In the event of a second distribution, Goodwill will provide a similar documentation on the second distribution.
- l. **Goodwill's Expenses.** Goodwill shall pay all expenses associated with carrying out its duties pursuant to this Section, from funds separate and apart from the amount designated in this Agreement for the Settlement.

## V. Additional Individual Relief

### A. Job Opportunities- Retail Positions

Within three years of the Effective Date, Goodwill shall make bona fide job offers with retroactive seniority, to Eligible Applicants who have expressed interest in employment in non-supervisory Job Group 4C retail positions, and are not currently employed by Goodwill, until 80 are hired or the list of Eligible Applicants is exhausted, whichever comes first.<sup>3</sup> Goodwill may prioritize for hire former employees who were on layoff status before the Effective Date of the Agreement. The Eligible Applicants will then have priority over all other candidates for hire into the non-supervisory Job Group 4-C retail positions. As vacancies occur in these positions, Goodwill shall contact the Eligible Applicants with a written job offer in the order in which they submitted their Interest Verification Form

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<sup>3</sup> Goodwill shall consider Eligible Applicants for all non-supervisory jobs within Goodwill's 4-C retail job group. This job group includes all nonsupervisory cashier, processing lead, sales floor, processor, retail associate, sales associate, or any other nonsupervisory position that falls within Goodwill's 4C Retail job group during this Agreement.

(Interest Form) and Release of Claims Form, or, if the Forms were received on the same day, in the order of their original application date.

The report-to-work date for Eligible Applicants hired pursuant to this Agreement will be no later than fourteen (14) days after the date the written job offer is accepted. The Eligible Applicant must report to work on the day designated or provide Goodwill notice of good cause (e.g. illness) for their absence on or before that date. If good cause is provided, the Eligible Applicant must report to work within five (5) days of the original designated start date. Otherwise, Goodwill may withdraw the job offer and shall be under no obligation to hire the Eligible Applicant under this Agreement, but remains obligated to hire until 80 positions are filled or the list of Eligible Applicants is exhausted, whichever comes first.

Goodwill shall pay Eligible Applicants hired under this provision at least the current wage for the position, and provide all regular and on-the-job training currently provided to employees in that position.

#### **B. Job Opportunities- Staff/Support Positions**

Within three years of the Effective Date, Goodwill shall make bona fide job offers with retroactive seniority, to Eligible Applicants who have expressed interest in employment in Staff/Support positions, and are not currently employed by Goodwill, until 21 are hired or the list of Eligible Applicants is exhausted, whichever comes first. Goodwill may prioritize for hire former employees who were on layoff status before the Effective Date of the Agreement. These Eligible Applicants will then have priority over all other candidates for hire into Staff/Support positions. As vacancies occur in these positions, Goodwill shall contact the Eligible Applicants with a written job offer in the order in which they submitted their Interest Form and Release of Claims Form, or, if the Forms were received on the same day, in the order of their original application date.

The report-to-work date for Eligible Applicants hired pursuant to this Agreement will be no later than fourteen (14) days after the date the written job offer is accepted. The Eligible Applicant must report to work on the day designated or provide Goodwill notice of good cause (e.g. illness) for their absence on or before that date. If good cause is provided, the Eligible Applicant must report to work within five (5) days of the original designated start date. Otherwise, Goodwill may withdraw the job offer and shall be under no obligation to hire the Eligible Applicant under this Agreement, but remains obligated to hire until all 21 Eligible applicants have filled the positions or the list of Eligible Applicants is exhausted, whichever comes first.

Goodwill shall pay Eligible Applicants hired under this provision at least the current wage for the position, and provide all regular and on-the-job training currently provided to employees in that position.

#### **C. Reporting.**



Goodwill shall document the job offers and hires, including job offers made, reasons for rejection, and Eligible Applicants hired and terminated during the monitoring period as set forth in Part VIII below.

## **VI. Modifications to Employment Practices and Other Non-Monetary Relief**

A. Goodwill agrees to the following:

1. **Revisions to Hiring Process.** Goodwill shall revise, in writing, the practices, policies and procedures it uses to select applicants for retail and support/staff positions. Specifically, Goodwill shall:
  - a. create a job description and selection process for retail and support/staff positions which describes: the essential functions; the minimum qualifications including required skills and certifications; and the criteria used in each step of the hiring process, including any application screens, interviews, tests, credit checks, review of criminal history, reference checks, testing, or other selection procedure;
  - b. develop specific, job-related qualification standards for retail and support/staff positions that reflect the duties, functions, and competencies of the position to minimize the potential for race and disability-based stereotyping or other unlawful discrimination;
  - c. ensure all policies and qualification standards are uniformly applied to all applicants;
  - d. assess whether its selection criteria (such as lifting requirements) are job-related for the position in question and are consistent with business necessity, as required by 41 C.F.R. § 60-741.21;
  - e. list clearly on its recruiting materials and job postings the minimum qualifications, including required skills and certifications.
2. **Reasonable Accommodation Procedures.**
  - a. Goodwill shall develop written reasonable accommodation procedures, consistent with 41 C.F.R. § 60-741.
  - b. Goodwill shall ensure that any selection criteria that concern an essential function (such as lifting requirements) may not be used to exclude an individual with a disability if that individual could satisfy the criteria with provision of a reasonable accommodation, as required by 41 C.F.R. § 60-741.21;
  - c. Goodwill shall ensure that its personnel processes provide for careful, thorough, and systematic consideration of the job qualifications of applicants and employees with known disabilities for job vacancies filled either by hiring or promotion, and

for all training opportunities offered or available, as required by 41 C.F.R. § 60-741.44;

- d. Pursuant to 41 C.F.R. § 60-741.44, Goodwill shall periodically review its personnel processes and make any necessary modifications to ensure that its reasonable accommodation obligations are carried out. A description of the review and any necessary modifications to personnel processes or development of new processes shall be included in any affirmative action programs required under 41 C.F.R. §60-741.
  - e. Pursuant to Part VIII, Goodwill shall provide OFCCP with documentation of these new policies and accommodation requests made under these policies during the monitoring period.
3. **Self-Analysis.** Goodwill shall monitor selection rates at each step of its selection process for retail and support/staff positions. This monitoring process will include the following actions:
- a. documenting the number of persons hired by race and disability status, the number of applicants who applied by race and disability, and the number of applicants by race and disability who participated in and passed each selection procedure utilized;
  - b. Analyzing whether a selection procedure has an adverse impact, as defined in 41 C.F.R. 3.4D, on the hiring of applicants of a particular race of disability status;
  - c. If an analysis shows that a selection procedure has an adverse impact on applicants of a particular race of disability status, Goodwill shall cease use of this procedure until it is validated and Goodwill has considered suitable alternatives, in accordance with
    - i. As to race, the Uniform Guidelines on Employee Selection Procedures, 41 C.F.R. Part 60-3;
    - ii. As to disability, is job-related and consistent with business necessity, as required by 41 CFR § 60-741.23.
  - d. Goodwill shall maintain and make available to OFCCP records concerning the impact and validity of the selection process for retail and support/staff positions.
4. **Training.**
- a. On November 7, 2019, Goodwill indicated that it was conducting manager and staff training on nondiscrimination in hiring and disability. Goodwill shall provide documentation of this training pursuant to Part VIII below.
  - b. Goodwill will train all managers and personnel involved in hiring on the revised hiring and reasonable accommodation policies described in Part VI(A). This should also include training on how to initiate an informal,

interactive process with an individual requesting a reasonable accommodation.

5. On November 7, 2019, Goodwill informed OFCCP that it ceased use of the “Health Services Medical Evaluation.” Goodwill shall cease using this at each of its establishments, and submit a signed certification, pursuant to Part VIII below. If Goodwill determines that a medical evaluation is needed for any of its positions, it will implement a process that limits inquiries to those that are job-related and consistent with business necessity. Pursuant to Part VIII, Goodwill shall provide OFCCP with documentation of any new hiring policies requiring a medical evaluation to ensure consistency with 41 CFR § 60-741.23.
6. In addition, on November 7, 2019, Goodwill stated that it has voluntarily taken some efforts to improve its EEO compliance, including:
  - a. Conducting adverse impact analyses on affected jobs;
  - b. Collecting self-identification forms;
  - c. Registering directly with the State of Florida as a Preferred Employer;
  - d. Addressing the problem of Goodwill’s Recruitment Management System and the Payroll not interfacing;
  - e. As mentioned above, eliminating the physical/medical questionnaire and examination;
  - f. Hiring a Human Resources generalist who speaks Haitian-Creole;
  - g. Distributing the self-identification of Disability form to all current support employees;
  - h. preparing Availability and Utilization Analyses separating Blacks and Hispanics for plan year 2016 -2017 and 2017 -2018;
  - i. Implementing Equal Employment Opportunity trainings;
  - j. Taking measures to try to reconcile and correct AAP errors; and
  - k. Improving processes for tracking hiring, reasonable accommodations, and promotions

## **VII. Technical Violations and Remedies**

### **A. Violations**

1. At least during the period September 1, 2016 through August 31, 2018, Goodwill failed to disseminate the nondiscrimination provision for compensation disclosures to employees, in violation of 41 C.F.R. § 60-1.35(c).
2. At least during the period September 1, 2016 through August 31, 2018, Goodwill failed to keep and preserve complete and accurate personnel and employment records as required by 41 C.F.R. Chapter 60. Specifically, the Goodwill submitted multiple submissions of AAPs with inconsistencies in the data submissions.
3. At least during the period September 1, 2016 through August 31, 2018. Goodwill failed to develop and implement an auditing system capable of measuring the

effectiveness of its affirmative action program, in violation of 41 C.F.R. § 60-2.17(d).

4. At least during the period September 1, 2016 through August 31, 2018, Goodwill failed to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist, in violation of 41 C.F.R. § 60-2.17(b) Specifically, Goodwill reported identifying significant adverse impact in hiring pursuant to 41 C.F.R. § 60-3.15A(2) but did not evaluate the individual components of the hiring process for adverse impact, as described at 41 C.F.R. § 60-3.4C. As a result, Goodwill failed to evaluate its selection, recruitment, referral and other personnel procedures to determine where impediments to equal employment opportunity exist, in violation of 41 C.F.R. § 60-2.17(b).
5. At least during the period September 1, 2016 through August 31, 2018, Goodwill failed to validate its selection procedures, in violation of 41 C.F.R. § 60-3.3A or use a procedure which has been demonstrated to have lesser adverse impact, as described at 41 C.F.R. § 60-3.3B.
6. At least during the period September 1, 2016 through August 31, 2018, Goodwill failed to evaluate its workforce to determine whether there are problems of minority utilization, including a substantial disparity in the utilization of a particular minority group, and establish placement goals where necessary, in violation of 41 C.F.R. § 60-2.17(b)(1) and 41 C.F.R. § 60-2.16(d).
7. At least during the period September 1, 2016 through August 31, 2018, Goodwill failed to immediately list all employment openings with either the state workforce agency job bank or a local employment service delivery system serving the location where the openings occurred, in violation of 41 C.F.R. § 60-300.5(a)2-6.
8. At least during the period September 1, 2016 through August 31, 2018, Goodwill failed to invite each of its employees to voluntarily inform Goodwill whether the employee believes that he or she is an individual with a disability as defined in 41 C.F.R. § 60-741.2(g)(1)(i) or (ii).

## B. Technical Violation Remedies

At least on an annual basis:

1. Goodwill shall disseminate the nondiscrimination provision for compensation disclosures to employees, as required by 41 C.F.R. § 60-1.35(c). If it posts the notice in any other language than English, it must do so in all languages its employees speak. For example, if Goodwill posts the notice in Spanish for Spanish

speaking employees, it must also do so in Haitian Creole for Haitian Creole-speaking employees.

2. Goodwill shall keep and preserve complete and accurate personnel and employment records as required by 41 C.F.R. Chapter 60.
3. Goodwill shall develop and implement an auditing system capable of measuring the effectiveness of its affirmative action program, as required by 41 C.F.R. § 60-2.17(d).
4. Goodwill shall perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist, as required by 41 C.F.R. § 60-2.17(b)
5. Goodwill shall validate its selection procedures, as required by 41 C.F.R. § 60-3.3A or use a procedure which has been demonstrated to have lesser adverse impact, as described at 41 C.F.R. § 60-3.3B.
6. Goodwill shall evaluate its workforce to determine whether there are problems of minority utilization, including a substantial disparity in the utilization of a particular minority group, and establish placement goals where necessary, as required by 41 C.F.R. § 60-2.17(b)(1) and 41 C.F.R. § 60-2.16(d).
7. Goodwill shall list employment openings as follows:<sup>4</sup>
  - a. Goodwill shall immediately list all employment openings with either the state workforce agency job bank or a local employment service delivery system serving the location where the openings occurred, as required by 41 C.F.R. § 60-300.5(a)2-6.
  - b. Goodwill shall continue to list all employment openings as they occur with an appropriate employment service delivery system (ESDS) (either the state workforce agency job bank or a local ESDS) where the openings occur, in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to Goodwill, as required by 41 C.F.R. § 60-300.5(a)2-6.
  - c. Goodwill shall continue to advise the ESDS that it is a federal contractor that desires priority referrals of protected veterans for job openings at all of its locations, and provide the employment service delivery system with the name and address of each of its hiring locations and the contact information for the Goodwill official responsible for hiring at each location, in accordance with 41 C.F.R. § 60-300.5(a)4.

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<sup>4</sup> This does not apply to the hiring described above where Goodwill is giving priority to the class members.

d. Should any of the information in the disclosures change since it was last reported to the ESDS, Goodwill shall provide updated information simultaneously with its next job listing.

8. Goodwill shall invite each of its employees to voluntarily inform Goodwill whether the employee believes that he or she is an individual with a disability as defined in 41 C.F.R. § 60-741.2(g)(1)(i) or (ii).
9. Goodwill shall review the effectiveness of the outreach and recruitment efforts it took over the previous twelve months to identify and recruit qualified protected veterans as required by 41 C.F.R. § 60-300.44(f)(3).

The review must include documenting each evaluation, including, at a minimum, Goodwill's criteria for evaluating the effectiveness of each effort and its conclusion as to whether the effort was effective.

## VIII. OFCCP Monitoring and Reporting Period

A. **Recordkeeping.** Goodwill shall retain all records relevant to the violations cited in Parts III and VII. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. Goodwill shall retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

### B. Schedule and Instructions.

- a. Goodwill will submit the reports described below to:

E. Michelle Hernandez, District Director and

**Ex (6), Ex (7)(E)**, Compliance Officer

909 SE 1<sup>st</sup> Avenue, Suite 722

Miami, FL 33131

**Ex (6), Ex (7)(C)**@dol.gov; **Ex (6), Ex (7)(C)**@dol.gov

- b. Goodwill and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports Goodwill provides in accordance with this agreement are customarily kept private or closely-held, and Goodwill believes should remain confidential under Exemption 4 of FOIA in the event of a FOIA request, Goodwill will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents.

- c. By the date indicated in the Timeline, Goodwill shall submit the following pursuant to specific terms outlined in Part IV: Documentation of monetary payments to all Eligible Class Members. 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 (or pay stubs for those paid through direct deposit). Goodwill will provide OFCCP with copies of all canceled checks upon request.

### C. Reporting Submissions

1. **Reporting on Financial Remedy:** By the date indicated in the Timeline, Goodwill shall submit documentation of monetary payments to all Eligible Class Members, as provided in Part IV. 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 (or pay stubs for those paid through direct deposit). Goodwill will provide OFCCP with copies of all canceled checks upon request.
2. **Reporting on Other Relief:** By the dates indicated in the Timeline, Goodwill will submit the following pursuant to specific terms outlined in Parts IV-VII:
  - Item 1: Documentation that it disseminated information concerning OFCCP's pay transparency regulation;
  - Item 2: Copy of its current year AAP for E.O. 11246, Section 503, and VEVRAA;
  - Item 3: Copies of revised hiring policies and procedures, pursuant to Part VI;
  - Item 4: Signed certification that Goodwill has ceased use of the medical evaluation, and copies of revised medical evaluation policies and related forms, if applicable, pursuant to Part VI;
  - Item 5: Copies of revised reasonable accommodation policies, pursuant to Part VI;
  - Item 6: Documentation on training, pursuant to Part VI;
  - Item 7: Documentation of its annual self-analysis on its hiring practices, as provided in Part VI;
  - Item 8: Goodwill shall report on all job offers and hires made to date pursuant to the Agreement until all of the job opportunities for the reviewed

establishment are filled or the list of Eligible Applicants expressing interest in the positions is exhausted. This report must include:

- a. Documentation of all job offers made to Eligible Applicants, including the names of individuals offered jobs, their race, their disability status, the date of their application, the date of the offer, the date the offer was accepted or rejected, their starting pay, and the starting pay for the position.
  - b. Documentation of Eligible Applicants who expressed interest in job offers but who did not successfully complete the application process, including the names of these individuals, their race, their disability status, the date of their application, if any, and the reason Goodwill determined they did not successfully complete the application process.
  - c. Documentation of Eligible applicants who did not receive job offers because all available positions were filled.
  - d. Documentation of Eligible Applicants who were hired and terminated during the life of this Agreement, their race, their disability status, and the reason for the termination.
  - e. Documentation of the number of available positions remaining to be filled and the number of Eligible Applicants still on the list.
  - f. Documentation of the start dates for Eligible Applicants who were hired.
  - g. If Goodwill has not filled all of the positions specified in this Agreement by the Progress Report date, documentation of the reason this action is not complete and the good faith efforts being taken and planned for the next reporting period to complete it.
  - h. If Goodwill fails to meet its hiring obligations under this Agreement by the close of the Monitoring Period, OFCCP reserves its rights under Part II, Paragraphs 10 and 11 of this Agreement to extend the monitoring period or to pursue enforcement remedies.
- Item 9: List of applicants and employees who requested reasonable accommodation during the reporting period, including name, protected veteran status, disability status (based on response to invitations to self-identify), date of request, position, location, accommodation requested, request outcome. For non-selected applicants, the database will include the last stage in hiring process reached, reason not hired, and date of hire, if applicable.
  - Item 10: Documentation of its implementation of the requirements outlined in Technical Violations and Remedies - PART VII (B)(1)-VII(B)(9).

**D. Close of Monitoring Period and Termination of Agreement.** This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts Goodwill's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify Goodwill in writing within sixty (60) days of the date of the final progress report that Goodwill has not fulfilled all of its



obligations under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies Goodwill within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Goodwill has met all of its obligations under the Agreement.

## IX. Attachments

- A. List of Affected Applicants
- B. Timeline
- C. Notice Documents- Retail Positions
  - C-1. Notice to Retail Applicants
  - C-2. Interest Form for Retail Applicants
  - C-3. Release for Retail Applicants
- D. Notice Documents- Support/Staff Positions
  - D-1. Notice to Support/Staff Applicants
  - D-2. Interest Form for Support/Staff Applicants
  - D-3. Release for Support/Staff Applicants
- E. Goodwill South Florida, Inc. Locations

## X. Signatures

The person signing this Agreement on behalf of Goodwill personally warrants that he is fully authorized to do so, that Goodwill has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Goodwill.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Goodwill Industries of South Florida, Inc.

**Ex (6), Ex (7)(C)**

David Landsberg  
President and CEO  
Goodwill Industries of South Florida, Inc.  
Miami, Florida

DATE: 11-5-20

**Ex (6), Ex (7)(C)**

Melissa Speer  
Acting Regional Director- Southeast  
Office of Federal Contract Compliance  
Programs

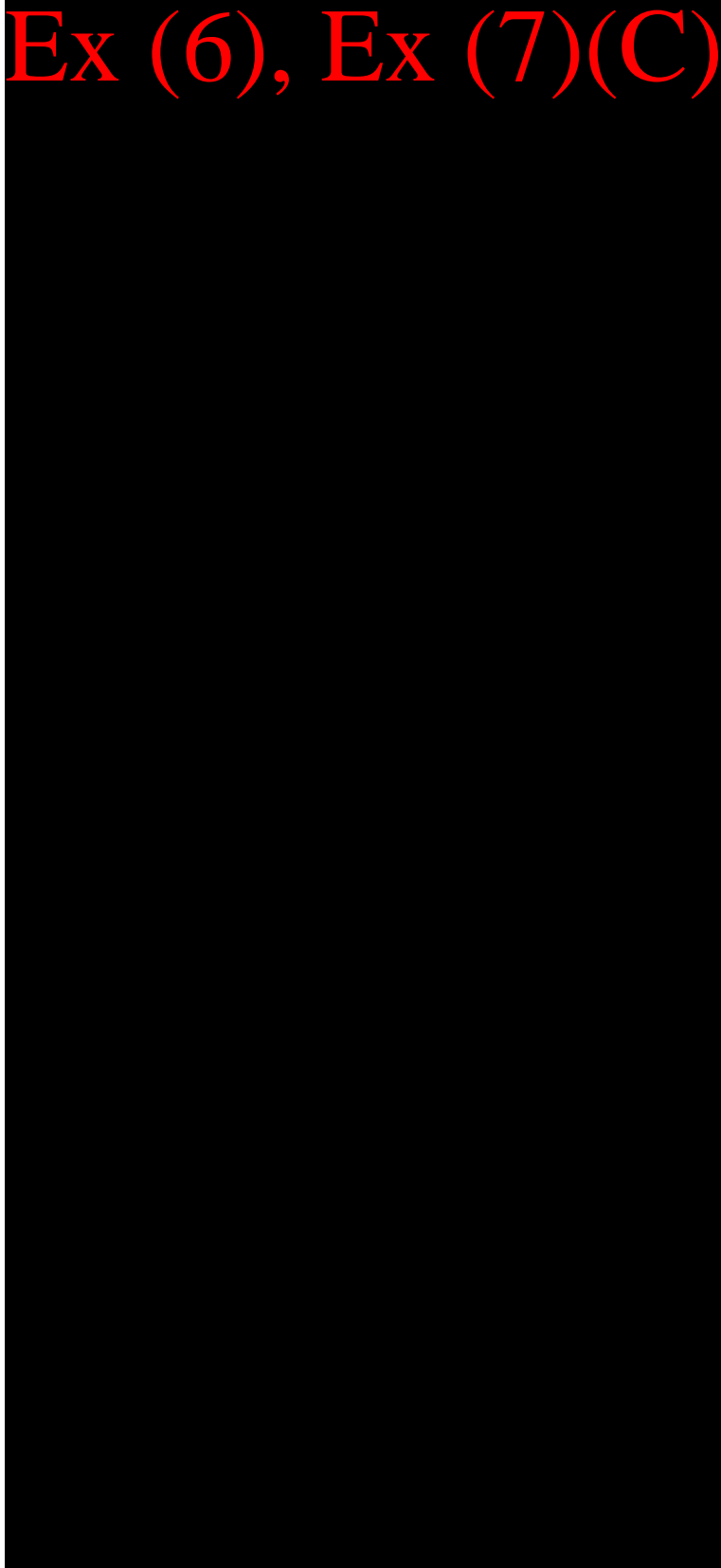
DATE: November 16, 2020

**ATTACHMENT A  
LIST OF AFFECTED APPLICANTS**

Retail Applicants

	Last Name	First Name	Middle Name
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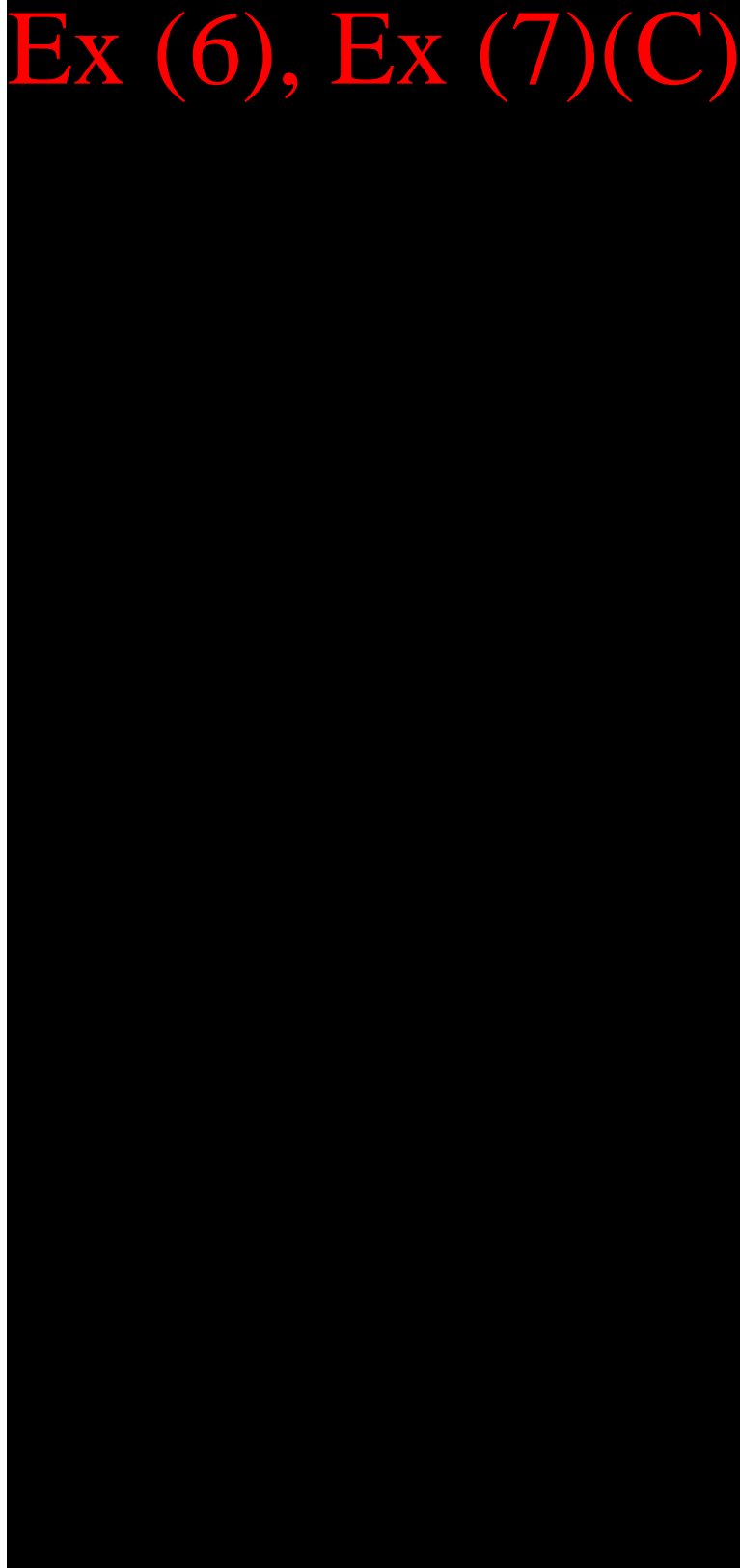
**Ex (6), Ex (7)(C)**



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**Ex (6), Ex (7)(C)**

Support/Staff Applicants

	<b>First Name</b>	<b>Middle Name/Initial</b>	<b>Last Name</b>
1	<b>Ex (6), Ex (7)(C)</b>		
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	<b>Ex (6), Ex (7)(C)</b>
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14	<b>Ex (6), Ex (7)(C)</b>
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**ATTACHMENT B  
TIMELINE**

<b>ACTIVITY</b>	<b>DATE</b>
Goodwill notifies OFCCP of Settlement Fund	1/15/2021
Goodwill Mails Notice Documents (First Mailing)	3/1/2021
Deadline for Class Members to Return Notice Forms	4/1/2021
Goodwill Notifies OFCCP of Undeliverable Mailings	4/15/2021
OFCCP Provides Updated Contact Information to Goodwill	5/15/2021
Goodwill Mails Notice Documents (Second Mailing)	6/15/2021
Deadline for Class Members to Return Second Notice Forms	7/15/2021
Goodwill Provides List of its Determination of Eligible Class Members	8/15/2021
OFCCP Reviews and Approves Final List and Distribution Amounts	9/15/2021
Goodwill Mails Back Pay Checks	10/15/2021
Goodwill Notifies OFCCP of Any Checks Returned as Undeliverable	11/15/2021
OFCCP Provides Updated Addresses	12/15/2021

<b>ACTIVITY</b>	<b>DATE</b>
Goodwill Mails Back Pay Checks to New Addresses	1/15/2022
Distribution of Remaining Funds to Eligible Class Members	2/15/2022
Goodwill provide documentation of all payments as provided in Part VIII	4/1/2022

Reporting Timeline for Nonmonetary Relief

Report Items (See Part VIII)	
• Items 1-2	1/10/2021
• Items 3-7	1/15/2021
• Item 8	6/15/2021
• Items 8-10	12/15/2021
• Item 8	6/15/2022
• Items 8-10	12/15/2022
• Item 8	6/15/2023
• Item 8	12/15/2023

ATTACHMENT C-1

NOTICE TO AFFECTED APPLICANTS- RETAIL POSITIONS

Dear [name]:

We are writing to provide information about a legal settlement between the U.S. Department of Labor and Goodwill South Florida, Inc. (Goodwill) that may benefit you. This settlement involves alleged claims of discrimination in hiring for retail positions during the period September 1, 2016 to August 31, 2019, in violation of Executive Order 11246 (E.O. 11246). Goodwill has not admitted to any violation of E.O. 11246 and there has not been any adjudicated finding that Goodwill violated any laws. OFCCP and Goodwill voluntarily entered into the Agreement to resolve the matter. You have been identified as an individual who applied for a retail position during the review period, but was not hired.

As part of this Agreement, you are eligible to receive a distribution of at least \$485.82 less lawful payroll deductions. Under the terms of this Agreement it may take several months from the date of this letter before you receive your distribution. To be eligible for a payment, you must complete, sign, and return the enclosed Information Verification and Employment Interest Form (Interest Form) and Release of Claims Form. The forms should be mailed or emailed as soon as possible to the contact person below. **In order for you to be eligible to participate in the settlement, your documents must be received by [insert First Notice Deadline or Second Notice Deadline, based on what is applicable].**

Via Email: [Email contact]

OR

Via Mail:

[Name]

[Position]

[Goodwill]

[Address]

If you choose to mail your response, you may use the enclosed postage-paid return envelope to return the Interest and Release forms.

In addition to the monetary distribution, Goodwill be making job offers for retail positions to a limited number of individuals receiving this notification. It is not certain that you will receive a job offer. If you are still interested in employment with Goodwill, please check the appropriate box on the enclosed Interest Form. Those receiving this notice will be considered for positions in the order that Goodwill receives the Interest Form expressing an interest in employment. All individuals hired pursuant to this Agreement will be provided with retroactive seniority for purposes of benefits. If you have any questions you may contact **OFCCP Compliance Officer** [redacted] at [redacted]@dol.gov. Your inquiry will be responded to as soon as possible.

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO GOODWILL BY *insert First Notice Deadline or Second Notice Deadline, based on what is applicable*, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.**

Enclosures

1. Information Verification and Employment Interest Form (Interest Form)
2. Release of Claims Form

**ATTACHMENT C-2 –RETAIL POSITIONS**

**INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM  
(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 Goodwill and the Department of Labor’s Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.**

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

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

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

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

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

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

Please indicate below whether you are currently interested in employment in a retail position with Goodwill. 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 Goodwill in a retail position.

Preferred Location: \_\_\_ Miami-Dade County \_\_\_ Broward County

No, I am not currently interested in employment with Goodwill in a retail position.

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO GOODWILL BY *insert First Notice Deadline or Second Notice Deadline, based on what is applicable*, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.**

Via Email: **[Email contact]** OR Via Mail to: **[Name] [Position] [Goodwill] [Address]**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT C-3 – RETAIL POSITIONS**

**RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246, AS AMENDED**

This Release of Claims (Release) under Executive Order 11246, as amended, is a legal document. This document states that in return for Goodwill South Florida, Inc. (Goodwill) paying you money, you agree that you will not file any lawsuit against Goodwill for allegedly violating Executive Order 11246, as amended, in connection with its selection procedures for applicants for retail positions. It also says that Goodwill 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 \$485.82 (less deductions required by law) by Goodwill to me, which I agree is acceptable, I, (print name) \_\_\_\_\_, agree to the following:

**I.**

I hereby waive, release and forever discharge Goodwill, 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 had which relate to my nonselection for employment for a retail position on the basis of my race at any time through the effective date of this Release. By signing this agreement, I agree that I have been made whole for any claim that could have been brought under Executive Order 11246, as amended, relating to my non-selection with Goodwill through the Effective Date of this Release.

**II.**

I understand that Goodwill denies that it treated me unlawfully or unfairly in any way and that Goodwill 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 June 15, 2018. I further agree that the payment of the aforesaid sum by Goodwill to me is not to be construed as an admission of any liability by Goodwill.

**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 the contact listed on the enclosed Notice to Affected Class Members, by the deadline listed on the Notice, I will not be entitled to receive any payment (less deductions required by law) from Goodwill.

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature



## ATTACHMENT D-1- SUPPORT/STAFF POSITIONS

### NOTICE TO AFFECTED APPLICANTS

Dear [name]:

We are writing to provide information about a legal settlement between the U.S. Department of Labor and Goodwill South Florida, Inc. (Goodwill) that may benefit you. This settlement involves alleged claims of discrimination in hiring for support/staff positions, from at least April 10, 2017, in violation of Section 503 of the Rehabilitation Act (Section 503). Goodwill has not admitted to any violation of Section 503 and there has not been any adjudicated finding that Goodwill violated any laws. OFCCP and Goodwill voluntarily entered into the Agreement to resolve the matter. You have been identified as an individual who applied for a support/staff position during the review period, but was not hired.

As part of this Agreement, you are eligible to receive a distribution of at least \$485.82 less lawful payroll deductions. Under the terms of this Agreement it may take up to several months from the date of this letter before you receive your distribution. To be eligible for a payment, you must complete, sign, and return the enclosed Information Verification and Employment Interest Form (Interest Form) and Release of Claims Form. The forms should be mailed or emailed as soon as possible to the contact below. **In order for you to be eligible to participate in the settlement, your documents must be received by [insert First Notice Deadline or Second Notice Deadline, based on what is applicable].**

Via Email: [Email contact]

OR

Via Mail:

[Name]

[Position]

[Goodwill]

[Address]

If you choose to mail your response, you may use the enclosed postage-paid return envelope to return the Interest and Release forms.

In addition to the monetary distribution, Goodwill be making job offers for Support/Staff positions to a limited number of individuals receiving this notification. It is not certain that you will receive a job offer. If you are still interested in employment with Goodwill, please check the appropriate box on the enclosed Interest Form. Those receiving this notice will be considered for positions in the order that Goodwill receives the 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 contact

OFCCP Compliance Officer [REDACTED] at [REDACTED]@dol.gov. Your inquiry will be responded to as soon as possible.

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO GOODWILL BY *insert First Notice Deadline or Second Notice Deadline, based on what is applicable*, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.**

Enclosures

1. Information Verification and Employment Interest Form (Interest Form)
2. Release of Claims Form

**ATTACHMENT D-2 – SUPPORT/STAFF POSITIONS**

**INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM  
(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 Goodwill and the Department of Labor’s Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.**

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

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

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

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

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

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

Please indicate below whether you are currently interested in employment in a Support/Staff position with Goodwill. 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 Goodwill in a Support/Staff position.

Preferred Location: \_\_\_ Miami-Dade County \_\_\_ Broward County

No, I am not currently interested in employment with Goodwill in a Support/Staff position.

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO GOODWILL BY *insert First Notice Deadline or Second Notice Deadline, based on what is applicable*, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.**

Via Email: [Email contact] OR Via Mail: [Name] [Position] [Goodwill][Address]

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT D-3 – SUPPORT/STAFF POSITIONS**

**RELEASE OF CLAIMS UNDER SECTION 503 OF THE REHABILITATION ACT, AS AMENDED**

This Release of Claims (Release) under Section 503 of the Rehabilitation Act, as amended, is a legal document. This document states that in return for Goodwill South Florida, Inc. (Goodwill) paying you money, you agree that you will not file any lawsuit against Goodwill for allegedly violating Section 503 of the Rehabilitation Act, as amended, in connection with its selection procedures for applicants for Support/Staff positions. It also says that Goodwill 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 \$485.82 (less deductions required by law) by Goodwill to me, which I agree is acceptable, I, (print name) \_\_\_\_\_, agree to the following:

**I.**

I hereby waive, release and forever discharge Goodwill, 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 Section 503 of the Rehabilitation Act, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have had which relate to my non-selection for employment in a Support/Staff position on the basis of my disability at any time through the effective date of this Release. By signing this agreement, I agree that I have been made whole for any claim that could have been brought under Section 503 of the Rehabilitation Act, as amended, relating to my non-selection with Goodwill through the Effective Date of this Release.

**II.**

I understand that Goodwill denies that it treated me unlawfully or unfairly in any way and that Goodwill 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 June 15, 2018. I further agree that the payment of the aforesaid sum by Goodwill to me is not to be construed as an admission of any liability by Goodwill.

**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 the contact listed on the enclosed Notice to Affected Class Members, by the deadline listed on the Notice, I will not be entitled to receive any payment (less deductions required by law) from Goodwill.

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

## ATTACHMENT E

Goodwill South Florida Inc. consists of the following locations: Main Office Miami 2121 NW 21 Street, Miami FL 33142; Main Office Broward 2104 W. Commercial Blvd. Ft. Lauderdale, FL 33309; (Laundry) 6201 NW 36 Ave, Miami, FL; Miami Dade: Hialeah 461 Palm Avenue, Hialeah FL 33010; West Dixie 11990 West Dixie Hwy Miami, FL 33161; Skylake 1780 NE Miami Gardens Dr., N. Miami FL 33179; Biscayne 441 NE 81 Street Miami FL 33138; Sunset -Kendall 7101 S.W. 117th Ave. Miami FL 33183; Bird Ludlam 6842 SW 40 Street Miami FL 33155; Princeton 24311 S. Dixie Hwy Princeton FL 33032; Palmetto Bay 17631 S. Dixie Hwy Palmetto Bay FL 33157; Homestead - Cristal Lakes 3332 N.E. 7 Street Homestead FL 33030; Tamiami 9760 S.W. 8th Street Miami FL 33174; Calle Ocho 982 SW 8th Street Miami FL 33130; Flamingo Park Plaza 4410 West 16th Ave Hialeah FL 33012; Country Walk 13762 SW 152 Street Miami FL 33177; Miami – Central 2125 NW 21 Street Miami FL 33142; Coral Way 14610 SW 26th Street Miami FL 33185; Stadium 19300 NW 27th Ave. Miami Gardens FL 33056; Hialeah Gardens 12060 Hialeah Gardens Blvd Hialeah Gardens FL 33018; Kendall - West Hammocks 10201 Hammocks Blvd Miami FL 33196; Broward: Crossroads Square 154 N. University Dr. Pembroke Pines FL 33024; Margate 2057 N. State Road 7 Margate FL 33063; Lauderdale Lakes 3282 North State Road 7 Lauderdale Lakes FL 33319; Hallandale 3149 W Hallandale Bch Blvd. Pembroke Park FL 33009; Sunrise 2 4345 NW 88th Ave. N. Pine Island Rd Sunrise FL 33351; Pembroke Pines 3 – Flamingo 12594 Pines Blvd. Pembroke Pines FL 33027; Sunrise 2029 North University Drive Sunrise FL 33322; Hollywood Taft 6819 Taft Street Hollywood FL 33024; Coral Springs 10369 Royal Palm Blvd Coral Springs FL 33065; Ridge Plaza 9160 W State Road 84 Davie FL 33324; Deerfield 289 S. Federal Hwy Deerfield B. Deerfield Beach FL 33441; Oakland 1099 E. Oakland Parr Blvd Oakland Park FL 33304; Silver Lakes 18221 Pines Blvd Pembroke Pines FL 33029; North Dixie 2418 N. Dixie Hwy. Hollywood FL 33020; Lauderhill Mall 1529 N.W. 40th Ave. N. State Rd 7 Lauderhill FL 33313; ADCs and SDCs: Kendall - The Palms/Town & Country S.W. 84 St. & S.W. 117th Ave. Miami FL 33173; Cutler Ridge S. Allapatah Rd. & S. Dixie Hwy. Miami FL 33189; Kendall-Sunset (DOT Property) SW 72 St. & SR 874 Miami 33173; Kendall (East)-Suniland 10501 S. Dixie Hwy. Miami FL 33156; South Miami SW 62 Ave & US1 Miami FL 33143; Kendale Lakes 13755 N Kendall Dr, Miami, FL 33186; Kendall West - Kendall Drive Paradise lakes 16720 SW 88Th St, Miami, FL 33196; Kendall Sunset 2 Near Burger King 107 Ave SW Sunset Miami 33173; Fort Lauderdale (Park & Ride Lot) Cypress & I-95 Fort Lauderdale Fl 33309; Davie Shenandoah (Shenandoah Square Shopping Center) 13720 W State Road 84 Davie FL 33325; Fort Lauderdale (NW corner Park & Ride Lot) Commercial Blvd. & Andrews Ave. Fort Lauderdale FL 33309; Davie (Davie Plaza Shopping Center) 11346 W State Rd 84 Davie FL 33325; Tamarac Town Square 8271 Pine Island Rd. Tamarac FL 33321; Davie (Regency Square Shopping Center) 4845 SW 148 Ave., Bay # 31 Davie FL 33325; Downtown Miami (Lot 30) NW 3rd Ave & NW 15th St, Miami, FL 33136; Downtown Miami (Lot 28) I-95 & SW 7 St Miami FL 33130; Downtown Miami - Brickell 1 (Lot 23) SE 26 Rd & Brickell Miami 33129; Miami-The Roads-St Sophia Greek Church 2401 SW 3rd Ave Miami, FL 33129; Miramar (Shops at Sunset Lakes Shopping Center) 18455 Miramar Parkway, Bay # 10, Miramar

FL 33029; North Lauderdale (Shoppes of McNab) Corner of S.W. 81 Ave & McNab Rd. North Lauderdale 33068; Fort Lauderdale-Galt Ocean Drive 3411 Galt Ocean Dr Fort Lauderdale 33308; North Miami - West Dixie 11990 West Dixie Hwy , Miami FL 33161; North Miami – Skylake 1780 NE Miami Gardens Dr. North Miami Beach 33179; Hialeah - Flamingo Park Plaza 4410 West 16th Hialeah , FL 33012; Miami Garden – Stadium 19300 NW 27th Ave Miami Gardens 33056; Hialeah 461 Palm Ave, Hialeah Fl 33010; Hialeah Gardens 12060 Hialeah Gardens Blvd. Hialeah Gardens FL 33018; Biscayne 441 NE 81 St Miami Fl 33138; Kendall – Sunset 7101 S.W. 117th Ave. Miami FL 33183; Miami - Bird 6842 SW 40 St Miami FL 33155; Miami- Westchester -Tamiami 9760 S.W. 8TH St, Miami FL 33174; Little Havana - Calle Ocho 982 SW 8TH St Miami FL 33130; Miami - Central 2125 NW 21 St Miami FL 33142; Princeton 24311 S. Dixie Hwy Princeton FL 33032; Palmetto Bay 17631 S. Dixie Hwy Palmetto Bay FL 33157; Homestead 250 N.E. 8 St Homestead FL 33030; Kendall - Country Walk 13762 SW 152 St. Miami FL 33177; Redland - Homestead 19800 SW 177 Ave. Redland FL 33187; Kendall West - Coral Way 14610 SW 26 St. Miami FL 33185; Kendall - West Hammocks 10201 Hammocks Blvd. Miami FL 33196; Oakland 1099 E. Oakland Park Blvd. Oakland Park FL 33304; Pembroke Pines - Crossroads Square 154 N. University Dr, Pembroke Pines FL 33024; Margate 2057 N. State Rd 7 Margate FL 33063; Lauderdale Lakes 3282 N. State Rd 7 Lauderdale Lakes FL 33319; Hallandale 3149 W Hallandale Beach Blvd, Pembroke Park 33009; Sunrise 2 4345 NW 88 Ave. N. Pine Island Rd Sunrise FL 33351; Sunrise 2029 N University Dr. Sunrise FL 33322; Hollywood Taft 6819 Taft St. Hollywood FL 33024; Coral Springs 10369 Royal Palm Blvd. Coral Springs FL 33065; Deerfield 289 S. Federal Hwy. Deerfield Beach FL 33441; Davie - Ridge Plaza 9160 W State Rd. 84 Davie FL 33324; Pembroke Pines - Silver Lakes 18221 Pines Blvd Pembroke Pines FL 33029; Hollywood - North Dixie 2418 N. Dixie Hwy. Hollywood FL 33020; Lauderhill Mall 1529 N.W. 40 Ave. N. State Rd. 7 Lauderhill FL 33313; Fort Lauderdale – Outlet 2104 W Commercial Blvd Fort Lauderdale FL 33309; Pembroke Pines 3 – Flamingo 12594 Pines Blvd. Pembroke Pines FL 33027; CLOSED LOCATIONS: Bird Square S.W. 42 St. & S.W. 147 Ave Miami FL 33185; International Mall N.W. 16 St. & N.W. 107 Ave. Miami FL 33172; Kendall 3 Hammocks S.W. 104 St. & S.W. 154 Ave Miami, FL 33196; East Kendall Marathon Gas Station 11945 S Dixie Hwy, Miami, FL 33156; Pinecrest 38507 S.W. 136th St Miami FL 33157; Cutler Bay 20305 Old Cutlet Rd., Cutlet Bay FL 33189; Hialeah - Gratigny 1800 W 68th St Hialeah FL 33014 [