

CONCILIATION AGREEMENT

Between

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

and

WPS Health Solutions, Inc.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) initiated two complaint investigations of WPS Health Solutions, Inc.'s (hereinafter WPS) establishment located at 400 Butler Farm Road, Hampton, Virginia 23666, beginning on November 14, 2019. OFCCP found that WPS failed to comply with Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503) and Executive Order 11246, as amended (E.O. 11246 or the Executive Order) and their respective implementing regulations at 41 C.F.R. Part 60-1 and 41 C.F.R. Part 60-741.

OFCCP notified WPS of the specific alleged violations and the corrective actions required in Notifications of Results of Investigation (NORIs) issued on June 10, 2020 and September 1, 2020, respectively.

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 WPS 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 WPS's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended 38 U.S.C. § 4212 (VEVRAA) based on the violations alleged in the NORIs. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if WPS 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 WPS'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. WPS 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 WPS 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.
4. WPS and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Title VII of the Civil Rights Act of 1964 Section 503, the Americans with Disabilities Act and/or VEVRAA.
5. WPS agrees that it will 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 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 WPS submits its final progress report required in Section VIII, below, unless OFCCP notifies WPS in writing before the expiration date that WPS 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 WPS has met all of its obligations under the Agreement.
11. If WPS violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 and/or 41 C.F.R. 60-741.63 (2014) will govern:
 - i. OFCCP will send WPS a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. WPS 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 WPS is unable to demonstrate that it has not violated the Agreement, or if OFCCP's alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
 - iv. In the event of a breach of this Agreement by WPS, 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. WPS may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27 or 41 C.F.R. 60-741.66 (2014), and/or other appropriate relief for violating this Agreement.
12. WPS 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. **ALLEGED VIOLATION**: During the period of August 2018 through January 22, 2019, WPS failed to make a reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability. Specifically, despite the Complainant's request for a reasonable accommodation to [REDACTED] disability, WPS did not engage in an interactive process with the Complainant and instead denied [REDACTED] accommodation. WPS ultimately terminated the Complainant as a result of not providing the accommodation. This is in violation of 41 C.F.R. § 60-741.44(d).
2. **ALLEGED VIOLATION**: WPS failed to ensure that employees were not harassed, intimidated, threatened, coerced, or discriminated against because the individual engaged

in protected activity. This is in violation of 41 C.F.R. § 60-1.32(a). Specifically, WPS terminated the Complainant's employment after filing an internal complaint.

IV. Financial Remedy

1. Settlement Amount

The total settlement amount includes \$32,200.00 in back pay and interest to resolve the specific violations set forth above, as follows:

Complaint of (b) (6), (b) (7)(C) (formerly (b) (6), (b) (7)(C)): \$16,488.47 in back pay and \$711.53 in interest.

Complaint of (b) (6), (b) (7)(C): \$14,380.00 in back pay and \$620.00 in interest.

2. Allocation

- a. **Total Amount to be Allocated.** The back pay and interest amounts will be distributed to the Complainants as explained in this Section. The amount distributed will include appropriate deductions for the Complainants' 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. **Complainants Eligible to Receive Payments.** The settlement will be distributed to the Complainants (identified in Attachment A) who timely respond to the Notice Process as explained below (hereinafter, Eligible Complainants). The final amount for the Complainants is set forth below.
- c. **Individual Payment Amounts.** Complainant (b) (6), (b) (7)(C) will receive a total of \$17,200.00 in back pay and interest and Complainant (b) (6), (b) (7)(C) will receive a total of \$15,000.00 in back pay and interest.
- d. **Payment to Complainants.** WPS will provide electronic payments to each Eligible Complainant 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 the payments made and any payments returned undelivered or any checks not cashed, as set forth on the Timeline. A check that remains uncashed 180 days after the initial date the check was mailed to the Eligible Complainant will be void.
- e. **Tax Payments, Forms and Reporting.** WPS will pay WPS's share of social security withholdings, and any other employer tax payments required by law from additional funds separate from the Settlement Fund. WPS shall mail to each Eligible Complainant 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 each Eligible

Complainant either at the time of payment electronically, or with the settlement, or at the end of the year, as required by the IRS. The Eligible Complainants will not be required to complete a W-4 or W-9 in order to receive a payment under this settlement.

3. Notice Process

- a. **OFCCP and Contractor Obligations under the Notice Process.** The Notice Process set forth in this Agreement is intended to provide the Complainants a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. OFCCP and WPS agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
- b. **Notice Documents.** WPS will distribute Notice Documents to the Complainants identified in Attachment A consistent with the sample Notice Documents contained in Attachment C. The Notice Documents may include a Notice and Release of Claims.
- 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 Complainant.** OFCCP shall provide WPS with complete contact information in its possession or its authority to obtain on the Complainants by the date set forth in the Timeline.
- e. **Distribution of Mail Notice to Complainant.** WPS will provide initial notice by electronic mail. WPS will send copies of all of the Notice Documents as defined above, by electronic mail to the best available e-mail address for the Complainants, by the date set forth in the Timeline.
- f. **Notice Deadline.** The final deadline for the Complainants 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.
- g. **Technical Assistance.** The parties will timely respond to any inquiries from Complainants using information consistent with this Agreement and the Notice Documents and will document all inquiries and the result. OFCCP will provide contact information for the Complainants 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. WPS will provide OFCCP's contact information to the Complainants if they have questions or concerns.
- h. **Exchange of Information Regarding Complainants.** WPS and OFCCP will timely exchange information regarding the Complainants, including updated contact information and the results of any technical assistance provided.

- i. **Documentation of Payments.** By the deadline set forth in the Timeline, WPS will provide OFCCP with electronic documentation of the payments to the Complainants, including the amount paid, the date payment was sent, the date payment was received or the check cashed, and any uncashed or returned checks.
- j. **Contractor's Expenses.** WPS will 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

Personnel File. WPS shall remove all references, if any, to any charge or allegation of discrimination against WPS and these complaints from the Complainants' personnel files. WPS will remove all references, if any, to termination from both the Complainants' personnel file. The reason for each Complainants' separation from WPS will be listed as a voluntary separation. WPS may not disclose any information or refer to any charge of discrimination or this complaint in responding to requests for information about the Complainants. When fielding inquiries about the Complainants, WPS shall provide a neutral job reference consisting of employment dates and positions held and shall not discuss the reasons for each Complainant's job separation.

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

1. Workplace Environment

WPS will:

- a. Prominently display the reasonable accommodation policy electronically and the EEO is the Law Poster or by posting a copy of the provisions in conspicuous places available for employees and applicants.
- b. Notify all employees that WPS will not harass, intimidate, threaten, coerce, or discriminate in any other manner against any employee or applicant for employment because such employee or applicant files a complaint.
- c. Provide all employees with information describing how to raise any issues, concerns, or complaints.

2. Company Policy and Procedure

WPS will:

- a. Create a process and timeline that would confirm the receipt and the status of a reasonable accommodation request in accordance with Section 503.
- b. Create and implement a written anti-retaliation policy to include:

- 1) a reporting mechanism for employee concerns about retaliation, including access to a mechanism for resolution; and
- 2) a clear explanation that retaliation can be subject to discipline, up to and including termination.

In addition, WPS will consider any necessary revisions to eliminate formal or informal policies that may deter employees from engaging in protected activity.

- c. As long as WPS remains a federal contractor subject to E.O. 11246 and Section 503, WPS will annually prepare and update an Affirmative Action Program (AAP) for its facility and retain all supporting documentation as required by E.O. 11246, Section 503 and its implementing regulations.

3. **Training**

WPS will:

- a. By the date designated in the Timeline of this Agreement, train all employees involved in making reasonable accommodation decisions and processing internal complaints and all individuals with supervisory or management status of WPS's non-discriminatory obligations for individuals with a disability and other race related issues.
- b. Maintain and produce to OFCCP upon request sign-in sheets containing the printed name, signature, and job title of all employees who attend the training described above.

VII. **Technical Violation and Remedy**

ALLEGED VIOLATION: During the period of August 2018 through January 22, 2019, WPS failed to keep and preserve all personnel and employment records. This is a violation of 41 C.F.R. § 60-741.80. Specifically, WPS failed to preserve complete and accurate records relating to requests for reasonable accommodation.

REMEDY: WPS will keep and preserve all personnel and employment records, in accordance with 41 CFR 60-741.80, and will keep and preserve those records specified in 41 C.F.R. § 60-741.80(b) for a period of three years from the date of the making of the record.

VIII. **OFCCP Monitoring Period**

1. **Recordkeeping.** WPS agrees to retain all records relevant to the alleged violations cited in Section III above and the reports submitted in compliance with Paragraph 2, below. These records include reasonable accommodation requests and the decision made regarding the request. If the request is denied, WPS agrees to provide the explanation for

the reason why it is denied. WPS will retain the records until this Agreement expires or for the period consistent with regulatory requirements, whichever is later.

2. Contractor Reports.

- a. **Schedule and Instructions.** WPS agrees to furnish OFCCP with the following report covering the Effective Date through January 30, 2021 according to the following schedule:

Progress Report: Report due on the 15th of February 2021.

The progress report will include:

1. A copy of the Notice to Complainant sent to (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) (b) (6), (b) (7)(C).
2. A copy of the Claim Form and Release of Claims executed by (b) (6), (b) (7)(C).
3. Documentation of the monetary payment to each Complainant as specified in the Remedy to Violation 1 in Part IV.
4. A copy of (b) (6), (b) (7)(C) personnel file reflecting the changes as specified in the Remedy to Violation 1 in Part V.
5. A copy of (b) (6), (b) (7)(C) personnel file reflecting the changes as specified in the Remedy to Violation 1 in Part V.
6. Documentation of reasonable accommodation requests policy, process and timeline.
7. Documentation of the internal complaint policy and anti-retaliation policy.
8. Documentation of any reasonable accommodation requests made and each decision made for each request. If the request is denied, provide an explanation of denial.
9. Documentation of internal training conducted prior to February 15, 2021.
10. Documentation that employees have received the notices described in Part VI.1.

WPS will submit the report to Dianna Adams, Assistant District Director, 400 North 8th Street, Suite 466, Richmond, Virginia 23219, (b) (6), (b) (7)(C)@dol.gov. WPS 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 WPS provides in accordance with this Agreement are customarily kept private or closely-held, and WPS believes should remain confidential under Exemption 4 of FOIA in the event of

a FOIA request, WPS 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.

- b. **Affirmative Action Programs.** WPS will submit its current year AAP Narratives for Section 503 and E.O. 11246 with the Progress Report.
- c. **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 WPS’s final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify WPS in writing within sixty (60) days of the date of the final progress report that WPS 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 WPS within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines WPS has met all of its obligations under the Agreement.

IX. Signatures

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

This Conciliation Agreement is hereby executed by and between OFCCP and WPS Health Solutions, Inc., 400 Butler Farm Road, Hampton, Virginia.

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

LISA WALSETH
Vice President, MVH Operations
WPS Health Solutions, Inc.
Hampton, VA 23666

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

MICHELE HODGE
Regional Director
Mid-Atlantic Region
Office of Federal Contract Compliance Programs

Dec 14, 2020

Date: _____

Date: _____

Attachments:

- A. List of Affected Applicants/Employees
- B. Timeline
- C. Notice Documents

**ATTACHMENT A
COMPLAINANTS**

1. (b) (6), (b) (7)(C) [REDACTED]
2. (b) (6), (b) (7)(C) [REDACTED]

**ATTACHMENT B
TIMELINE**

ACTIVITY	DATE
WPS Sends Notice Documents via Electronic Mail	December 14, 2020
Deadline for Complainant to Reply to Notice	December 18, 2020
WPS Deadline for Electronic Checks	December 22, 2020 ¹
WPS Completes Required Training	February 15, 2021
Progress Report Due	February 15, 2021

¹ During conciliation negotiations, timing of the payments *prior to* December 25, 2020 was negotiated by OFCCP at the request of Complainants. In order to process payment in a manner that meets this request, WPS must have the forms returned no later than December 18, 2020.

ATTACHMENT C-1

NOTICE TO COMPLAINANT

Dear (b) (6), (b) (7)(C):

WPS Health Solutions, Inc. (WPS) and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (Agreement) to remedy the alleged violations of Section 503 of the Rehabilitation Act of 1973 (Section 503) and the Americans with Disabilities Act, as amended (ADA) that OFCCP found during a complaint investigation. OFCCP's investigation found that you were denied for a reasonable accommodation and as a result, it affected your (b) (6), (b) (7)(C), which ultimately lead to your termination. WPS has not admitted to any violation of Section 503 or the ADA and there has not been any adjudicated finding that WPS violated any laws. OFCCP and WPS entered into the Agreement to resolve the matter without resorting to further legal proceedings.

Under the Agreement, you may be eligible to receive a payment of \$17,200.00 (less deductions required by law). In order to be eligible for a payment, you must complete, sign, and return the enclosed Release of Claims Form. This form should be completed and sent as soon as possible to the e-mail address below. **In order for you to be eligible to participate in the settlement, your documents must be received December 18, 2020.** Please return the executed form to Moira Klos: (b) (6), (b) (7)(C)@wpsic.com.

If you have any questions you may call Moira Klos at WPS at (b) (6), (b) (7)(C), or OFCCP Compliance Officer (b) (6), (b) (7)(C) at (b) (7)(C), (b) (7)(E). Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENT(S) TO WPS BY December 18, 2020, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

Enclosure ATTACHMENT C-1

NOTICE TO COMPLAINANT

Dear (b) (6), (b) (7)(C):

WPS Health Solutions, Inc. (WPS) and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (Agreement) to remedy the alleged violations of E.O. 11246, and Title VII of the Civil Rights Act, ("Title VII") that OFCCP found during a complaint investigation. OFCCP's investigation found that WPS terminated you because for (b) (6), (b) (7)(C). WPS has not admitted to any violation of E.O. 11246, or Title VII and there has not been any adjudicated finding that WPS violated any laws. OFCCP and WPS entered into the Agreement to resolve the matter without resorting to further legal proceedings.

Under the Agreement, you may be eligible to receive a payment of \$15,000 (less deductions required by law). In order to be eligible for a payment, you must complete, sign, and return the enclosed Release of Claims Form. This form should be completed and e-mailed as soon as possible to the e-mail address below. **In order for you to be eligible to participate in the settlement, your documents must be received by December 18, 2020.** Please return the executed form to Moira Klos: (b) (6), (b) (7)(C)@wpsic.com.

If you have any questions you may call Moira Klos at WPS at (b) (6), (b) (7)(C) or OFCCP Compliance Officer (b) (7) (C), (b) (7) (E) at (b) (7)(C), (b) (7)(E). Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENT(S) TO WPS BY December 18, 2020, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

Enclosure

ATTACHMENT C-2

RELEASE OF CLAIMS

This Release of Claims (“Release”) under Section 503 of the Rehabilitation Act of 1973, as amended (“503”) and the Americans with Disabilities Act, as amended (“ADA”) is a legal document. This document states that in return for WPS Health Solutions, Inc. (WPS) paying you money, you agree that you will not file any lawsuit against WPS, or any of its employees, agents and insurers, for allegedly violating Section 503 of the Rehabilitation Act of 1973, as amended, or the ADA in connection with your termination. It also says that WPS 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 \$17,200 (less deductions required by law) by WPS to me, which I agree is acceptable, I, (print name) _____, agree to the following:

I.

I hereby waive, release and forever discharge WPS, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, insurers, 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 or the ADA, which I or my representatives (heirs, executors, administrators, or assigns) have or may have had which relate to my termination on the basis of my inquiring about pay 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 against Section 503, or the ADA, as amended relating to my termination with WPS through the Effective Date of this Release.

II.

I understand that WPS denies that it treated me unlawfully or unfairly in any way and that WPS 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 discrimination and to resolve the matter without further legal proceedings in the complaint investigation initiated by OFCCP on November 14, 2019. I further agree that the payment of the aforesaid sum by WPS to me is not to be construed as an admission of any liability by WPS.

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 Complainant, by the deadline listed on the Notice, I will not be entitled to receive any payment (less deductions required by law) from WPS.

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

Printed Name

Signature

ATTACHMENT C-2

RELEASE OF CLAIMS

This Release of Claims (“Release”) under Executive Order 11246, as amended and Title VII of the Civil Rights Act of 1964 (“Title VII”) is a legal document. This document states that in return for WPS Health Solutions, Inc. (WPS) paying you money, you agree that you will not file any lawsuit against WPS, or any of its employees, agents and insurers, for allegedly violating Executive Order 11246, as amended or Title VII in connection with your termination. It also says that WPS 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 \$15,000 (less deductions required by law) by WPS to me, which I agree is acceptable, I, (print name) _____, agree to the following:

I.

I hereby waive, release and forever discharge WPS, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, insurers, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, or Title VII which I or my representatives (heirs, executors, administrators, or assigns) have or may have had which relate to my termination on the basis of my protected activity 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 against Executive Order 11246 or Title VII, relating to my termination with WPS through the Effective Date of this Release.

II.

I understand that WPS denies that it treated me unlawfully or unfairly in any way and that WPS 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 complaint investigation initiated by OFCCP on November 14, 2019. I further agree that the payment of the aforesaid sum by WPS to me is not to be construed as an admission of any liability by WPS.

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 Complainant, by the deadline listed on the Notice, I will not be entitled to receive any payment (less deductions required by law) from WPS.

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

Printed Name

Signature