

EARLY RESOLUTION CONCILIATION AGREEMENT

Between

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

and

**ALSCO, INC.
4900 Philadelphia Way
Lanham, Maryland 20706**

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") is currently evaluating AlSCO, Inc., 4900 Philadelphia Way, Lanham, Maryland 20706 ("Reviewed Establishment") and is alleging that AlSCO was not in compliance with Executive Order 11246, as amended ("E.O. 11246" or "Executive Order"); Section 503 of the Rehabilitation Act of 1973, as amended ("Section 503"); the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended ("VEVRAA"); and their implementing regulations at 41 Code of Federal Regulations (CFR) Parts 60-1, -2, -3, -300, and, -741. In the interest of resolving the violations without engaging in enforcement proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and AlSCO enter into this Early Resolution Conciliation Agreement ("Agreement"), and the parties agree to all the terms therein. OFCCP recognizes AlSCO's commitment to prospective improvements in workplace equity, opportunity, and diversity in crafting this forward-looking resolution that will foster enhanced oversight of more workers for at least the next five years. The attachments to this Agreement are deemed incorporated into this Agreement.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for AlSCO's fulfillment of all obligations of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and/or VEVRAA based on the violations described in more detail in Parts IV and VI below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violations described in Parts IV and VI if AlSCO violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations, including during the five-year exemption period for compliance evaluations if OFCCP deems that AlSCO is in breach of the agreement. In exchange for AlSCO's fulfillment of all obligations of the Agreement, OFCCP further agrees not to initiate any new audits at the "covered establishments" until at least 60 days after AlSCO submits the final progress report described in Part VIII of this Agreement and the OFCCP confirms to AlSCO that it has fully complied with the terms of this Agreement, and the

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exemption period available in the selection methodology in place five years henceforth has expired.

2. Also agrees that OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents as may be relevant to the matter under investigation and pertinent to Also's compliance. Also will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents required.
3. This Agreement does not constitute an admission by Also of any violation of or noncompliance with EO 11246, Section 503, VEVRAA, and their implementing regulations at 41 CFR Chapter 60, or other laws, nor has there been an adjudicated finding that Also violated any laws. Nor has there been an adjudication on the merits regarding any such violation.
4. Also understands that nothing in this Agreement relieves Also of its obligation to fully comply with the requirements of EO 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment opportunity laws.
5. Also promises not to harass, intimidate, threaten, discriminate against, or otherwise retaliate against any individual because the individual benefits from this Agreement, or files a complaint or participates in any investigation or proceeding under EO 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 CFR § 60-1.32(a).
6. OFCCP and Also ("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. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement becomes effective on the day it is signed by the Regional Director (the "Effective Date").
10. This Agreement will expire sixty (60) days after Also submits the final progress report required in Part VIII below, unless OFCCP notifies Also in writing prior to the expiration date that Also has not fulfilled all of its obligations under the Agreement, in

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which case the Agreement is automatically extended until the date OFCCP determines AlSCO has met all of its obligations under the Agreement, or for at least five years, whichever is later (referred to herein as the "scheduling exemption period"). Furthermore, at the expiration of the scheduling exemption period, any AlSCO establishment selected for a compliance evaluation will be selected in accordance with the scheduling methodology in place at that time.

11. Each party shall bear its own fees and expenses with respect to this matter.

12. If AlSCO violates this Conciliation Agreement,

A. The procedures set forth at 41 CFR § 60-1.34, 41 C.F.R. 60-300. 63 (2014), and/or 41 C.F.R. 60-741.63 (2014) will govern:

- i. OFCCP will send AlSCO a written notice stating the alleged violations and summarizing any supporting evidence.
- ii. AlSCO will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
- iii. If AlSCO is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement for those establishments with an open review at the time of this agreement.
- iv. In the event of a breach of this Agreement by AlSCO, 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. AlSCO may be subject to the sanctions set forth in Section 209 of the Executive Order, and/or other appropriate relief for violation of this Agreement.

13. 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, and cannot be used as evidence that AlSCO is not in compliance with any applicable federal, state, or local laws, including but not limited to E.O. 11246, Section 503, VEVRAA, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act. AlSCO 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.

14. 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 either party's policies, practices, or positions 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.

15. All references to “days” in this Agreement 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.
16. This agreement is between OFCCP and AlSCO (as collectively defined above) and does not confer any rights or benefits to any other parties, other than any successor to, parent of, or subsidiary of AlSCO.

PART III. SPECIAL TERMS AND CONDITIONS

A. In addition to its Lanham, Maryland establishment at 4900 Philadelphia Way, Lanham, Maryland 20706, AlSCO agrees to an in-depth review of its establishments at the following locations to ensure non-discriminatory selection and pay practices.

- 1) AlSCO Corporate Office: 505 East 200 South, Salt Lake City, Utah 84102
- 2) AlSCO Alexandria: 725 South Pickett Street, Alexandria, Virginia 22304
- 3) AlSCO Atlanta: 4111 Pleasantdale Road, Atlanta, Georgia 30340
- 4) AlSCO Chicago: 2641 South Leavitt Street, Chicago, Illinois 60608
- 5) AlSCO Richmond: 1701 Touchstone Road, Colonial Heights, Virginia 23834
- 6) AlSCO Roanoke: 3401 Shenandoah Avenue NW, Roanoke, Virginia 24017
- 7) AlSCO Rochester: 548 St. Paul Street, Rochester, New York 14605
- 8) AlSCO Virginia Beach: 5616 Shell Road, Virginia Beach, Virginia 23455
- 9) AlSCO Wilmington: 30 McCullough Drive, New Castle, Delaware 19720

If violations similar to those identified in Part IV of this Agreement are identified, AlSCO agrees to implement corrective actions at all of its establishments where violations were found, consistent with the remedy provisions of this Agreement.

B. The five-year scheduling exemption is limited to regularly scheduled compliance evaluations and OFCCP retains the right to investigate complaints of discrimination at establishments covered by the Agreement under E.O. 11246, Section 503, and VEVRAA. This exemption applies to the locations listed on Attachment A.

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- C. If AlSCO violates the terms of the Agreement, OFCCP reserves the right to bring an enforcement action under 41 CFR § 60-1.34 and the five-year scheduling exemption will be void.
- D. This agreement will not relieve AlSCO from its annual ongoing OFCCP requirements of equal employment opportunity through affirmative action and non-discrimination across its entire workforce, including the monitoring of an up-to-date AAP and internal pay equity.

PART IV. PRELIMINARY FINDINGS

A. Selection Disparities.

During the compliance evaluation at the Reviewed Establishment listed in Part I, OFCCP alleges that AlSCO is not in compliance with the nondiscrimination requirements of the equal opportunity clause of EO 11246 § 202 and 41 CFR § 60-1.4(a)(1). OFCCP's preliminary findings revealed statistical significance in the hiring process and selection procedures for Entry-level and Mid-level Operative positions during January 1, 2018 through December 31, 2018 resulting in a hiring shortfall of 13 Black hires.

PART V. FINANCIAL and NON-FINANCIAL REMEDY

1. Settlement Fund

- a. **Settlement Fund Account.** Within nine (9) months after the Effective Date, AlSCO will deposit a total of \$75,000.00 in an FDIC-insured interest bearing account maintained by AlSCO at the prevailing interest rate. By the deadline set forth in the Timeline, AlSCO 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, AlSCO 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. AlSCO's share of taxes on the portion representing back pay (such as federal, state and/or local taxes and FICA) is not part of the Settlement Fund. AlSCO will be responsible for any banking account fees.
- b. **Specific Settlement Fund Amounts.** The total Settlement Fund amount includes \$68,599.00 in back pay and \$6,401.00 in interest to resolve specific violation set forth above. The total Settlement Fund will be disbursed equally among the Final List of Affected Applicants, as defined below in Section V.2h below, in two installments. The first disbursement of \$37,500 will occur nine months after the Effective Date,

and the second and final disbursement of \$37,500 will occur six months after the first disbursement.

2. Notice Process

- a. **OFCCP and Contractor 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. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, AlSCO 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 AlSCO agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
- b. **Notice Documents.** AlSCO will distribute Notice Documents to Affected Applicants consistent with the sample Notice Documents contained in Attachments C-1 through C-3. The Notice Documents will include a Notice, Release and Claim Form. 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.
- c. **Timeline.** Attachment D 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 may provide AlSCO with additional 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.** AlSCO will provide initial notice by regular first-class mail. AlSCO 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, AlSCO 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. OFCCP may also conduct independent efforts to communicate with Affected Applicants about this Agreement and provide updated information to AlSCO. 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. **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.
- g. **Exchange of Information Regarding Affected Applicants.** AlSCO and OFCCP will timely exchange information regarding Affected Applicants, including updated contact information and the results of any technical assistance provided.
- h. **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. AlSCO will provide to OFCCP any information necessary to determine the Final List.
- i. **Contractor's Expenses.** AlSCO 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.

3. 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 as explained in Section V.1.b above. 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/FUTA)/state/local insurance premiums or taxes.
- b. **Affected Applicants Eligible to Receive Payments.** The Settlement Fund will be distributed in equal shares to all Affected Applicants 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 AlSCO.

- c. **Payments to Eligible Applicants.** Also will issue checks or make electronic payments to each Eligible Applicant in the stated amount, along with appropriate tax reporting forms, as required by the IRS (such as W-2 and 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 120 days after the initial date the check was mailed to the Eligible Applicant will be void. With respect to any uncashed funds, Also will make a third distribution to all Eligible Applicants who cashed their first and second checks.
- e. **Tax Payments, Forms and Reporting.** Also will pay Also's share of social security withholdings, and any other tax payments required by law from additional funds separate from the Settlement Fund. Also shall mail to each Eligible Applicant 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, as required by the IRS. No Eligible Applicant will be required to complete a W-4 or W-9 in order to receive payments under this settlement.
- f. **Documentation of Payments.** By the deadline set forth in the Timeline, Also will 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 third distribution, Also will provide similar documentation on the third distribution.

4. NON-MONETARY REMEDY:

- a. **Job Opportunities.** As vacancies occur in the Operative positions, Also shall make bona fide job offers to Eligible Applicants who have expressed interest in employment and are not currently employed in the position, until 13 are hired or the list of Eligible Applicants is exhausted, whichever comes first. As vacancies occur in the Operative positions, Also shall contact the Eligible Applicants with a job offer in the order in which they submitted their Notice Forms, 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 shall be no later than fourteen (14) days after the date the job offer is accepted. The Eligible Applicant must report to work on the day designated or provide Also notice of good cause for their absence on or before that date. Otherwise, Also 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 13 positions are filled or the list of Eligible Applicants is exhausted, whichever comes first.

AlSCO agrees to pay Eligible Applicants hired under this provision at least the current entry level wage based on applicants' qualifications for Operative positions, and provide all regular and on-the-job training currently provided to employees in that position.

AlSCO will document the job offers and hires to OFCCP, including job offers made, reasons for rejection, and Eligible Applicants hired and terminated during the monitoring period as set forth below.

PART VI: TECHNICAL VIOLATIONS

1. Violation: OFCCP alleged that during the period of January 1, 2018 through December 31, 2018, AlSCO did not maintain and make available for inspection certain personnel and employment records in accordance with the requirements of 41 CFR § 60-1.12; 41 CFR § 60-3.4, and § 60-3.15.

Remedy: AlSCO will ensure that it has established and implemented procedures to collect and maintain records in accordance with the requirements of 41 CFR § 60-1.12(a) and Part 60-3.

2. Violation: OFCCP alleged that during the period of January 1, 2018 through December 31, 2018, AlSCO did not properly develop and implement an internal audit and reporting system to measure the effectiveness of its total affirmative action program, as required by 41 CFR § 60-2.17(d). Specifically, AlSCO failed to monitor all aspects of personnel activity.

Remedy: AlSCO will develop and implement an effective internal audit and reporting system to periodically measure the effectiveness of its total affirmative action program. Specifically, AlSCO will monitor records of all personnel activity, including applicant and hiring activity at all levels to ensure its nondiscriminatory policy is carried out; require internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained; review report results with all levels of management; and advise top management of program effectiveness and submit recommendations to improve unsatisfactory performance.

3. Violation: OFCCP alleged that during the period of January 1, 2018 through December 31, 2018, AlSCO failed to keep and preserve all personnel and employment records, in violation of 41 CFR 60-300.80. Specifically, AlSCO failed to keep the records specified in 60-300.80(b) for three years.

Remedy: AlSCO will keep and preserve all personnel and employment records, in accordance with 41 CFR 60-300.80, and will keep and preserve those records specified in 41 CFR 60-300.80(b) for a period of three years from the date of the making of the record.

4. Violation: OFCCP alleged that during the period of January 1, 2018 through December 31, 2018, AlSCO failed to keep and preserve all personnel and employment records, in violation of 41 CFR 60-741.80. Specifically, AlSCO failed to keep the records specified in 60-741.80(b) for three years.

Remedy: AlSCO 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 CFR 60-741.80(b) for a period of three years from the date of the making of the record.

PART VII. ADDITIONAL RELIEF PER ENHANCED COMPLIANCE AGREEMENT

1. The Agreement will be in effect for a five-year period beginning on the Effective Date of the Agreement.
2. To proactively facilitate compliance with Executive Order 11246, AlSCO will take the steps described below to enhance its compliance with Executive Order 11246 in the selection process of all job titles at its covered establishments to ensure non-discriminatory selection practices.
3. AlSCO will retain a third party consultant (“Consultant”) mutually agreed upon by OFCCP with experience applicable to AlSCO’s industry for the purpose of evaluating the neutrality of AlSCO’s selection policies and practices. The Consultant will have the relevant educational background and substantial experience in developing and implementing job-related and neutral selection processes.
4. **Modification to selection procedures**
 - a. AlSCO agrees to evaluate its hiring process for Operative job titles to ensure equal access to opportunities for all eligible and willing applicants and employees, regardless of sex, race, ethnicity or national origin. AlSCO will endeavor to provide greater transparency with regard to job duties, promotional opportunities and its pay practices including, but not limited to, initial salary at the time of hire, piece rate opportunities, overtime work, and progression into higher paying positions.
 - b. AlSCO will retain a Human Resources Consultant (“Consultant”) for the purpose of evaluating the policies and procedures related to the hiring process for the Operative job titles at the subset of establishments listed in Attachment A to ensure that hiring decisions are neutral.
 - c. The Consultant will evaluate the policies and procedures AlSCO currently uses to hire and compensate individuals in job titles at issue. The Consultant will use professional judgement to visit a representative sample of sites to feel confident that the jobs are clearly understood, and that “local validation” is comprehensively studied.

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- d. Within sixty (60) days after the Effective Date of this Agreement, the Consultant will submit to AlSCO and OFCCP a proposal that describes the methodology used in the evaluation. The proposal will estimate the time necessary to conduct a comprehensive evaluation of AlSCO's hiring practices and write a report containing the Consultant's findings and recommendations. The evaluation and recommendations will cover the following areas:
- i. Procedures to recruit, screen, interview, select, reject, and hire individuals for relevant job titles without regard to sex, sexual orientation, gender identity, race/ethnicity, color, national origin, and religion in compliance with Executive Order 11246.
 - ii. Evaluation of recruitment efforts (methods and sources) for relevant job titles and recommendations for additional strategies to increase the representation of qualified African American applicants for positions such as Operative.
 - iii. Procedures to limit subjectivity and implicit bias in the hiring process, including identifying objective qualifications and criteria to be used to select and/or eliminate from further consideration persons expressing an interest in employment at each step of the hiring process (i.e., application screen, interview, post-offer screen, etc.).
 - iv. Procedures to ensure that persons expressing an interest in employment are tracked and dispositions are recorded at each step in the hiring process.
 - v. Procedures to ensure that documents are retained in accordance with 41 CFR 60-1.12(a) and Part 60-3.
 - vi. Procedures to train all employees involved in the hiring process on the policies and practices related to the selection of individuals for relevant positions.
 - vii. Procedures to ensure that adverse impact analyses are conducted in accordance with 41 CFR Part 60-3, including an evaluation of the individual components, if statistical disparities exist.

This Enhanced Compliance Agreement between AlSCO and OFCCP does not provide AlSCO with any grant of immunity or protection from its requirement to comply with Executive Order 11246.

This Enhanced Compliance Agreement between AlSCO and OFCCP may be modified upon the written consent of the parties, and such consent will not be unreasonably withheld.

This Enhanced Compliance Agreement is between OFCCP and AlSCO and does not confer any rights or benefits to any other parties, other than any successor to, parent of, or subsidiary of AlSCO or OFCCP. In case of a disagreement over the implementation of this Enhanced Compliance Agreement, the parties agree to negotiate in good faith prior to OFCCP instituting any enforcement proceedings.

PART VIII. REPORTS REQUIRED DURING OFCCP MONITORING PERIOD

1. **Recordkeeping.** AlSCO agrees to retain all records relevant to the violations cited in Part IV above and the reports submitted in compliance with Paragraph B, below. 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. AlSCO will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Confidentiality.** AlSCO will submit reports to Assistant District Director Tanya R. Bennett at 2 Hopkins Plaza, Suite 600, Baltimore, MD 21201 and [\(b\) \(6\), \(b\) \(7\)\(C\)@dol.gov](mailto:(b) (6), (b) (7)(C)@dol.gov). AlSCO 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 AlSCO provides in accordance with this agreement are customarily kept private or closely held, and AlSCO believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, AlSCO 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.
3. **Contractor Reports.**

A. **Schedule and Instructions.** AlSCO agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

Progress Report 1: The first progress report for the Lanham, Maryland establishment will document the requirements outlined above in Part V under Section 1.a ("Settlement Fund Account"), Sections 2.b and 2.e ("Notice Process"), and Section 3.c, 3.e, and 3.f ("Allocation"); will cover activities carried out between October 15, 2020 and February 3, 2022 that were not already documented in submissions to OFCCP per the Timeline in Attachment D; and will be due by February 28, 2022. Additionally, the first set of progress reports for the Lanham, Maryland establishment and the establishments identified in Attachment A will cover the period of January 1, 2021 through December 31, 2021, and will be due by February 28, 2022.

Progress Report 2: The second set of progress reports for the Lanham, Maryland establishment and the establishments identified in Attachment A will cover the period of January 1, 2022 through December 31, 2022, and will be due by February 28, 2023.

Progress Report 3: The third set of progress reports for the Lanham, Maryland establishment and the establishments identified in Attachment A will cover the period of January 1, 2023 through December 31, 2023, and will be due by February 28, 2024.

Progress Report 4: The fourth set of progress reports for the Lanham, Maryland establishment and the establishments identified in Attachment A will cover the period of January 1, 2024 through December 31, 2024, and will be due by February 1, 2025.

Progress Report 5: The fifth and final set of progress reports for the Lanham, Maryland establishment and the establishments identified in Attachment A will cover the period of January 1, 2025 through June 30, 2025, and will be due by August 31, 2025.

Also will submit reports to Assistant District Director Tanya R. Bennett at Two Hopkins Plaza, Suite 600, Baltimore, MD 21201 and (b) (6), (b) (7)(C)@dol.gov. Also and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement.

B. Reports on Job Offers. In each Progress Report, Also will 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 includes:

- i. Documentation of all job offers made to Eligible Applicants, including the names of individuals offered jobs, the date of their application, the date of the offer, the date the offer was accepted or rejected, and the starting pay.
- ii. Documentation of Eligible Applicants who expressed interest in job offers who did not successfully complete the application process, including the names of these individuals, the date of their application, if any, and the reason Also determined they did not successfully complete the application process. This includes individuals who did not receive job offers because all available positions were filled.
- iii. Documentation of Eligible Applicants who were hired and terminated during the life of this Agreement and the reason for the termination.
- iv. Documentation of the number of available positions remaining to be filled and the number of Eligible Applicants still on the list.
- v. Documentation of the start dates for Eligible Applicants who were hired.

C. Affirmative Action Programs. Also will submit its current year AAP for Executive Order 11246 with the first Progress Report and annually thereafter while the CA monitoring period is in effect.

D. Reports on Modifications to Personnel Practices. In each Progress Report Also will report on all modifications of personnel practices made to date pursuant to the Agreement and provide documentation of its compliance with the remedy provisions of this Agreement. If any of the relevant documents such as job postings or policies have

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not been modified since being provided during a prior reporting period, a statement to that effect is sufficient. The reports must include:

- i. A detailed summary of the procedures AlSCO established and implemented by AlSCO to collect and maintain records in accordance with the requirements of 41 CFR § 60-1.12(a), Part 60-3, 41 CFR § 60-300.80, and CFR § 60-741.80.
- ii. A detailed description of the internal audit and reporting system developed and implemented by AlSCO to periodically measure the effectiveness of its total affirmative action program.

PART IX. SIGNATURES

INTEGRATION CLAUSE: This Agreement represents the full Agreement between AlSCO and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither AlSCO nor OFCCP relies upon any promise, representation of fact or law, or other inducement that is not expressed in this Agreement. This Agreement may be modified only by written agreement of the Parties affected and may not be modified by any oral agreement.

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and AlSCO, Inc., 505 East 200 South, Salt Lake City, Utah.

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

JOHN JAGGI
Head of Human Resources
AlSCO, Inc.

DATE: 9/4/2020

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

MICHELE HODGE
Regional Director
Mid-Atlantic Region

DATE: 9/8/2020

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Attachments

- A. List of Covered Establishments and Position
- B. List of Eligible Class Members
- C. Notice Documents
 - C-1 Notice
 - C-2 Employment Interest Form
 - C-3 Release Form
- D. Timeline

Attachment A: Covered Establishments and Positions

In addition to the Lanham, Maryland establishment at 4900 Philadelphia Way, Lanham, Maryland 20706, this Early Resolution Conciliation Agreement will cover Operative positions at the following locations:

- 1) AlSCO Corporate Office: 505 East 200 South, Salt Lake City, Utah 84102
- 2) AlSCO Alexandria: 725 South Pickett Street, Alexandria, Virginia 22304
- 3) AlSCO Atlanta: 4111 Pleasantdale Road, Atlanta, Georgia 30340
- 4) AlSCO Chicago: 2641 South Leavitt Street, Chicago, Illinois 60608
- 5) AlSCO Richmond: 1701 Touchstone Road, Colonial Heights, Virginia 23834
- 6) AlSCO Roanoke: 3401 Shenandoah Avenue NW, Roanoke, Virginia 24017
- 7) AlSCO Rochester: 548 St. Paul Street, Rochester, New York 14605
- 8) AlSCO Virginia Beach: 5616 Shell Road, Virginia Beach, Virginia 23455
- 9) AlSCO Wilmington: 30 McCullough Drive, New Castle, Delaware 19720

Attachment B: List of Eligible Class Members

Applicant Identifier	Application Date	Last Name	First Name	Requisition Number
(b) (6), (b) (7)(C)				

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

Attachment C-1 Notice

You may be eligible to get money because of a legal settlement between AlSCO, Inc. and the U.S. Department of Labor

We are writing to provide information about a legal settlement between the U.S. Department of Labor and AlSCO, Inc. (“AlSCO”) that may benefit you. This settlement involves claims of discrimination in hiring, and our records show that you may be one of the class members covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and a job offer with AlSCO.

ARE YOU AFFECTED?

African Americans who were not selected and for whom OFCCP found a hiring disparity for Operative positions at AlSCO, 4900 Philadelphia Way, Lanham, Maryland 20706 between January 1, 2018 and December 31, 2018 are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor’s Office of Federal Contract Compliance Programs (OFCCP) conducted a review of AlSCO’s selection practices during January 1, 2018 through December 31, 2018. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity through affirmative action requirements that apply to federal contractors. OFCCP alleges that AlSCO discriminated against African American applicants in hiring. AlSCO denies those claims. Ultimately, OFCCP and AlSCO have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement between AlSCO and OFCCP.

As a result, affected class members may be eligible for back pay and job offers.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for employment during the relevant time frame, and were not selected, this settlement may provide you with some specific benefits:

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- (1) **You may be eligible to receive a payment of at least \$1,744.19** (before adjustments for taxes and payroll contributions). This amount represents your share of back wages and other payments AlSCO is making to settle the issues found. The amount will be paid in two installments of at least \$872.09 each. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.
- (2) **You may be eligible for a job offer.** AlSCO will be making job offers to some of the individuals receiving this notification. It is not guaranteed that you will receive a job offer.

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

WHAT IS YOUR NEXT STEP?

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

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

To be eligible for a payment and job, you must complete, sign, and return **both** the following enclosed form (1) the "Release of Claims Under Executive Order 11246" (Release) and (2) the "Information Verification and Employment Interest Form" to:

Ms. Ashley Perdomo
Human Resources Manager
4900 Philadelphia Way
Lanham, MD 20706
Phone: (202) 291-9200

DEADLINE: The forms must be received by [Insert either November 14, 2020 or January 13, 2021, depending on whether this is the First or Second Mailing].

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

If you fail to return both of the required forms by the deadline above, or if your forms do not verify your eligibility, you will not be eligible to receive any money, consideration for job opportunities or any other benefits that are available to you by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact OFCCP Compliance Officer **Ex 7(C), Ex 7(E)** at (410) **(b) (6), (b) (7)(C)**. You can also visit the U.S. Department of Labor Web site about this case at www.dol.gov/ofccp/cml.

Attachment C-2

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

You must complete this form in order to be eligible for the monetary payment and/or employment opportunities under the terms of the Conciliation Agreement (“Agreement”) between AlSCO and the U.S. Department of Labor’s Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Address: _____

Telephone Numbers:

Home _____ Cell _____ Work _____

Email Address: _____

Notify AlSCO at the address below if your address or phone number changes within the next twelve (12) months.

Ms. Ashley Perdomo
Human Resources Manager
4900 Philadelphia Way
Lanham, MD 20706
Phone: (202) 291-9200

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

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

- Caucasian/White African American/Black Hispanic Asian
 American Indian/Alaska Native

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Please indicate below whether you are currently interested in employment in an Operative Mid-level or Operative Entry-level position with AlSCO. 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 for an Operative position.
- No, I am not currently interested in employment with AlSCO for an Operative position.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE CLAIMS ADMINISTRATOR BY [Insert either November 14, 2020 or January 13, 2021, depending on whether this is the First or Second Mailing], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER UNDER THE TERMS OF THIS AGREEMENT.

I, _____, certify the above is true and correct.
(Print name)

Signature

Date

Attachment C-3 Release Form

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY FROM THE SETTLEMENT.

This Release of Claims under Executive Order 11246 ("Release") is a legal document. The document states that in return for AlSCO, Inc. ("AlSCO") paying you money, you agree that you will not file any lawsuit against AlSCO for alleged hiring discrimination under Executive Order 11246. It also says that AlSCO does not admit it violated any laws enforced by OFCCP. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of payment of \$1,744.19 (less adjustments required by law) by AlSCO to me in two (2) installments, which I agree is acceptable, I (print name)
_____ agree to the following:

I.

By signing this Release, I agree that I have been made whole for any claim that could have been brought under Executive Order 11246 relating to AlSCO's hiring practices through the Effective Date of this Release. I hereby release AlSCO, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its shareholders, owners, directors, officers, employees, agents, and assigns from any claim for additional make whole relief obtained through any action based on or involving AlSCO's hiring practices through the effective date of this Release that could have been brought under Executive Order 11246. Here, make whole relief is defined as the total earnings lost, and includes: salary or wages, overtime, premium pay and shift differentials, incentive pay, raises, bonuses, lost sales commissions, cost-of-living increases, tips, medical and life insurance, fringe benefits, pensions, stock options, and awards.

II.

I understand that AlSCO does not agree that it treated me unlawfully or unfairly in any way and that AlSCO 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 related to the facility covered by the Conciliation Agreement. I further agree that the payment of the aforesaid sum by AlSCO to me is not to be construed as an admission of any liability by AlSCO.

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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 freewill to sign this Release.

IV.

I understand that if I do not sign this Release and return it to AlSCO, by the deadline listed on the Claim Form, I will not be entitled to receive any payment (less deductions required by law).

IN WITNESS WHEREOF, I have signed this document of my own free will.

Signature: _____ Date: _____

Printed Name: _____

Attachment D- Timeline

ACTIVITY	DATE
Alsco mails Notice documents (first mailing)	October 15, 2020
Deadline for Affected Applicants to reply to first Notice	November 14, 2020
Alsco and OFCCP meet to discuss results of initial mail Notice	November 24, 2020
OFCCP provides updated contact information to Alsco	December 4, 2020
Alsco mails Notice documents (second mailing)	December 14, 2020
Deadline for Affected Applicants to reply to second Notice	January 13, 2021
Alsco provides list of its determination of Eligible Applicants	January 28, 2021
OFCCP reviews and approves Final List and distribution amounts	February 12, 2021
Alsco provides documentation of establishment of Settlement Fund	June 1, 2021
Alsco mails first disbursement of back pay checks	June 15, 2021
Alsco notifies OFCCP of any checks returned as undeliverable	July 15, 2021
OFCCP provides updated addresses	July 25, 2021

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ACTIVITY	DATE
AlSCO mails first back pay checks to new addresses	August 3, 2021
AlSCO provides OFCCP with copies of cancelled checks or electronic documentation from first pay back disbursement to Eligible Applicants	October 1, 2021
AlSCO provides current balance of Settlement Fund, list of transactions, and amount of accrued interest	December 1, 2021
AlSCO mails second disbursement of back pay checks, inclu. earned interest	December 15, 2021
AlSCO notifies OFCCP of any checks returned as undeliverable	January 15, 2022
OFCCP provides updated addresses	January 25, 2022
AlSCO mails second back pay checks to new addresses	February 3, 2022
AlSCO provides OFCCP with copies of cancelled checks or electronic documentation from second back pay disbursement to Eligible Applicants	February 28, 2022
AlSCO mails third disbursement of back pay checks, if there are remaining uncashed funds	April 1, 2022

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ACTIVITY	DATE
AlSCO provides OFCCP with copies of cancelled checks or electronic documentation from any additional second (and third, as applicable) back pay disbursements to Eligible Applicants	June 1, 2022

Enhanced Compliance Agreement (ECA) Timeline

Consultant submits ECA proposal methodology for evaluating Operative hiring at 10 AlSCO establishments to AlSCO and OFCCP	November 14, 2020
AlSCO submits first set of annual ECA progress reports	February 28, 2022
AlSCO submits second set of annual ECA progress reports	February 28, 2023
AlSCO submits third set of annual ECA progress reports	February 28, 2024
AlSCO submits fourth set of annual ECA progress reports	February 28, 2025
AlSCO submits fifth set of annual ECA progress reports	August 31, 2025