

EARLY RESOLUTION CONCILIATION AGREEMENT

Between

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

And

GC Services Limited Partnership

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (“OFCCP”) is currently evaluating the GC Services Limited Partnership (hereinafter “GC”) establishment located at 1323 Lee Trevino Drive, El Paso, TX, which began on April 1, 2013, and alleges that GC 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, 29 U.S.C. § 793 (“Section 503”), and the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (“VEVRAA”) and their respective implementing regulations. 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 GC enter into this Early Resolution Conciliation Agreement (“Agreement”), and the parties agree to all the terms therein. OFCCP recognizes GC’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 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 GC’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 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 GC violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations, including during the 5-year exemption period for compliance evaluations if OFCCP deems that GC is in breach of the Agreement. In addition OFCCP will not initiate any new audits of the establishments listed in Attachment A until the five year period expires.
2. GC 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 GCs’ compliance. GC 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 GC of any violation of or noncompliance with E.O. 11246, Section 503, VEVRAA and their implementing regulations at 41 CFR Chapter 60, or other laws, nor has there been an adjudication on the merits regarding any such violation. GC denies any violation of E.O. 11246, Section 503, VEVRAA or any other law.
4. GC understands that nothing in this Agreement relieves GC of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment opportunity laws.
5. GC 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. OFCCP and GC (“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 of the Southwest and Rocky Mountain Region (the “Effective Date”).
10. This Agreement will expire sixty (60) days after GC submits the final progress report required in Part VIII below, unless OFCCP notifies GC in writing prior to the expiration date that GC has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date OFCCP determines GC 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 GC 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 GC violates this Agreement,

GC
Conciliation Agreement

- a. The procedures set forth at 41 CFR 60-1.34, 41 CFR 60-300.63 and/or 41 CFR 60-741.63 will govern:
 - i. OFCCP will send GC a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. GC will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - iii. If GC 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 GC, 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.
 - v. If OFCCP seeks enforcement of this Agreement, OFCCP will not be required to present proof of any underlying violations resolved by this Agreement.
13. GC 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.
14. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the OFCCP, and cannot be used as evidence that GC is not in compliance with any applicable federal, state, or local laws, including but not limited to E.O. 11246, Section 503, and VEVRAA. GC and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246.
15. 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.
16. 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.

17. This Agreement is between OFCCP and GC (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 GC.

PART III. SPECIAL TERMS AND CONDITIONS

1. GC agrees to conduct an in-depth review of the establishments listed in Attachment A to ensure nondiscriminatory selection. If violations similar to those identified in Part IV and VI of this Agreement are identified, GC agrees to implement corrective actions at all of its establishments listed in Attachment A where violations were found, consistent with the remedy provisions of this Agreement.
2. OFCCP agrees that the establishments covered under this Agreement and listed in Attachment A shall not be subject to a scheduled OFCCP compliance evaluation for five years from the date of the Agreement. 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 in Attachment A.
3. If GC violates the terms of this 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.
4. If during the five-year period, OFCCP schedules a GC establishment not listed in Attachment A for a compliance evaluation, OFCCP will conduct the compliance evaluation consistent with its normal policies and procedures.
5. This Agreement will not relieve GC from its annual ongoing OFCCP requirements of equal employment opportunity through affirmative action and non-discrimination across its entire workforce, as applicable, including the monitoring of an up-to-date Affirmative Action Programs (“AAPs”) and internal pay equity.
6. This Agreement between GC and OFCCP does not provide GC with any grant of immunity or protection from its requirement to comply with E.O. 11246.
7. This Agreement between GC and OFCCP may be modified upon the written consent of the parties, and such consent will not be unreasonably withheld.
8. This Agreement is between OFCCP and GC (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 GC or OFCCP. In case of a disagreement over the implementation of this Agreement, the parties agree to negotiate in good faith prior to OFCCP instituting any enforcement proceedings.

PART IV. VIOLATION

1. **VIOLATION**: OFCCP found that GC discriminated against male applicants for the Customer Service Representative (“CSR”) position during the period of April 1, 2011 through December 31, 2012 by failing to afford them equal employment opportunities in accordance with 41 CFR 60-1.4(a)(1).

OFCCP’s refined analysis found that out of 2,948 male applicants, only 1,310 or 44.4% were hired. Whereas out of 3,082 female applicants, 1,637 were hired, or 53.1%. This resulted in a statistically significant disparity and a shortfall of 130 male hires.

GC disagrees with the OFCCP’s preliminary findings.

PART V. FINANCIAL AND NONFINANCIAL REMEDY

1. Settlement Fund

- a. **Settlement Fund Account.** Within fourteen (14) days after the Effective Date, GC will deposit a total of \$245,000.00 (\$220,500 in back pay and \$24,500 in interest) in an FDIC-insured interest bearing account maintained by GC at the prevailing interest rate. By the deadline set forth in the Timeline, in Attachment D (“Timeline”), GC 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, GC 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. GC’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. GC will be responsible for any banking account fees.

2. Notice Process

- a. **OFCCP and GC Obligations under the Notice Process.** The notice process set forth in this Agreement is intended to provide Affected Class Members in Attachment B, identified as having been affected by the selection practices at issue, a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. The parties agree not to withhold consent to reasonable modifications proposed.
- b. **Distribution of Mail Notice to Affected Class Members.** By the date(s) set forth in the Timeline, in Attachment D, GC will provide initial, and subsequent, notice by regular first-class mail or other appropriate means. GC will send copies of the Notice Attachment C-1 to Affected Class Members along with the Information Verification

and Employment Interest Form Attachment C-2, and Release Form Attachment C-3 (“Notice Documents”). The Notice Documents will make clear the information about the settlement. The Notice Documents will also include a postage-paid return envelope, by first class mail to the best available mailing address for each Affected Class Member. If envelopes from the initial mail notice are returned with forwarding addresses, GC will re-mail the Notice Documents within fifteen days of receipt of the forwarding address.

As set forth in the Timeline, GC will send to OFCCP a list of the Affected Class Members who did not respond to the first mailing. OFCCP will conduct independent efforts to communicate with Affected Class Members about this Agreement and provide updated information to GC. GC will mail a second Notice Documents Attachments C1-3 to Affected Class Members with valid addresses or updated information.

- c. **Notice Deadline.** The final deadline for any Affected Class Member to respond to the Notice Documents 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.
- d. **Exchange of Information Regarding Affected Class Members.** The parties will timely exchange information regarding Affected Class Members, including updated contact information and the results of any technical assistance provided.
- e. **Final List of Eligible Affected Class Members.** The Final List will include all Affected Class Members who timely respond to the Notice Documents by the deadline set forth in the Timeline, and whose eligibility is verified by OFCCP (referred to as “Eligible Affected Class Members”). These individuals will be listed on the Final List of Eligible Affected Class Members (“Final List”). The parties will establish the Final List by the date set forth in the Timeline. If needed, the parties will meet and confer on any outstanding issues or questions regarding the Final List. Either party may identify potentially eligible Affected Class Members who may have been erroneously excluded or included from the Final 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. GC will provide to OFCCP any information necessary to determine the Final List.
- f. **GC’s Expenses.** GC 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 Fund.

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 Affected Class Members 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/FUTA), state/local insurance premiums or taxes.

- b. **Eligible Affected Class Members to Receive Payments.** The Settlement Fund will be distributed equally among all Eligible Affected Class Members who timely respond to the notice process as explained below. The process of determining the Final List is explained above under the notice process. All Eligible Affected Class Members are entitled to their share of the monetary settlement regardless of whether they are currently interested in employment with GC.

Payments to Eligible Affected Class Members. OFCCP will provide GC a list of the payment amount for Eligible Affected Class Members on the Final List by the date set forth on the Timeline. GC will issue checks to all Eligible Affected Class Members in the stated amount, along with appropriate tax reporting forms (such as W-2 and IRS Form 1099) by the dates set forth in the Timeline. If checks from the initial mailing are returned with forwarding addresses, GC will re-mail the checks within ten days. GC will provide OFCCP with a list of returned checks without a forwarding address by the date set forth in the Timeline. OFCCP will then attempt to locate the Eligible Affected Class Members and provide GC with updated contact information. GC will then re-mail the checks to the Eligible Affected Class Members upon receipt of the updated contact information. In addition, GC will provide OFCCP with a list of all uncashed checks within 60 days of the date the checks were mailed. OFCCP will attempt to locate Eligible Affected Class Members who did not cash their check. If OFCCP obtains an alternate address, GC will mail the check to the alternative address of the Eligible Affected Class Member(s) by the deadline set forth in the Timeline. Any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible Affected Class Members will be void. GC will provide OFCCP with a list of all uncashed checks within 60 days of the date the checks were mailed. OFCCP will attempt to locate Eligible Affected Class Members who did not cash the check. With respect to any uncashed funds, GC will make a second distribution to all Eligible Affected Class Members who cashed their first check if the amount of such remaining uncashed funds would result in payment of \$30.00 or more to each such Eligible Affected Class Member. The second payment will consist of back pay and interest in the same proportion as the first payment. Any undistributed funds will be devoted to training described in Part VII 5.

- d. **Tax Payments, Forms and Reporting.** GC will pay GC's share of social security withholdings, and any other tax payments required by law from additional funds separate from the Settlement Fund. GC shall mail to each Eligible Affected Class Member an IRS Form W-2 for that portion of the payment(s) representing back pay and an IRS Form 1099 for that portion of the payment(s) representing interest. These IRS forms will be provided to the Eligible Affected Class Members either at the time of payment or at the end of the year by the applicable deadline. No Eligible Affected

Class Member will be required to complete a W-4 or W-9 in order to receive payments under this settlement.

- e. **Documentation of Payments.** By the deadlines set forth in the Timeline and pursuant to Part VIII, GC will provide OFCCP with copies of cancelled checks or documentation of all payments to Eligible Affected Class Members, 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, GC will provide similar documentation on the second distribution.

4. **Nonmonetary Relief**

a. **Job Opportunities**

As vacancies occur in the CSR position at any of the facilities listed in Attachment A, GC shall make bona fide job offers of employment with retroactive seniority (with respect to paid time off) to applicants who are listed as Eligible Affected Class Members, who have expressed interest in employment, and are not currently employed in the position (“Eligible Applicants”), until 60 are hired or the list of Eligible Applicants is exhausted, whichever comes first. As vacancies occur in the CSR position, GC shall contact the Eligible Applicants with a job offer in the order in which they submitted their notice documents, or if the documents were received on the same day, in the order of their original application date. OFCCP took into consideration Affected Class Members who GC hired after the review period and adjusted the shortfall from 130 to 60.

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 GC notice of good cause for their absence on or before that date. Otherwise, GC 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 60 CSR positions are filled or the list of Eligible Applicants is exhausted, whichever comes first.

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

GC 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. GC will submit reports of such as required by Part VIII.

PART VI: TECHNICAL VIOLATIONS AND REMEDIES

1. VIOLATION: During the period of April 1, 2011 through May 31, 2013, GC failed to file annually, complete and accurate reports on Standard Form 100 (EEO-1) in violation of 41 CFR 60-1.7. Specifically, GC combined data for four establishments when filing its 2010, 2011, and 2012 EEO-1 reports.

REMEDY: GC will file annually, on or before September 30th, complete and accurate reports on Standard Form 100 (EEO-1), promulgated jointly by the OFCCP and the Equal Employment Opportunity Commission in accordance with 41 CFR 60-1.7.

2. VIOLATION: GC failed to preserve personnel or employment records in accordance with the requirements of 41 CFR 60-1.12(e), and 41 CFR 60-3. Specifically, during the period of April 1, 2011 through May 31, 2013, GC destroyed and/or failed to preserve and make available for inspection complete and accurate records, pertaining to the CSR job title.

REMEDY: GC will ensure that its records are collected and maintained in accordance with the requirements of 41 CFR 60-1.12(e), CFR 60-3.4, and 60-3.15.

3. VIOLATION: GC failed to provide all relevant records to the matter under investigation in accordance with 41 CFR 60-1.43. Specifically, OFCCP requested GC provide an Applicant Flow Log (“AFL”) for the period of June 1, 2013 through November 30, 2016. GC did not provide the requested AFL.

REMEDY: GC will provide all relevant records to the matter under investigation in accordance with 41 CFR 60-1.43. There are no outstanding record requests at this time.

4. VIOLATION: GC failed to develop and maintain a written Affirmative Action Plan (“AAP”) for each of its establishments in accordance with the requirements of 41 CFR 60-2.1. Specifically, during the period of January 1, 2012 through December 31, 2012, GC combined and reported information and data for four separate establishments in its 2012 E.O. 11246 AAP.

REMEDY: GC will develop and maintain an AAP for each of its establishments in accordance with 41 CFR 60-2.1. Alternatively, GC may submit to the OFCCP’s Functional Affirmative Action Plan Unit (“FAAP Unit”) a written request for approval to develop and maintain a Functional Affirmative Action Plan(s) (“FAAP”) for the El Paso locations listed in Attachment A pursuant to OFCCP Directive 2013-01 Revision 2.

5. VIOLATION: GC failed to properly develop its Availability Analysis in its January 1, 2012 through December 31, 2012 AAP, for the Customer Service job group, in accordance with 41 CFR 60-2.14. As such, subsequent AAP analyses that are dependent on the availability analysis were unacceptable pursuant to 41 CFR 60-2.15, 2.16, and 2.17 (b) and (c).

REMEDY: GC will properly develop an Availability Analysis to accurately compare incumbency to availability, determine placement goals, and develop action-oriented programs in accordance with 41 CFR 60-2.14.

6. VIOLATION: GC failed, during the period January 1, 2012 through December 31, 2012, to prepare and maintain an AAP for protected veterans at each establishment, in violation of 41 CFR 60-300.40. Accordingly, GC failed to comply with any of its AAP obligations set forth in Subpart C of the regulations, 41 CFR 60-300.40–45.

REMEDY: GC will prepare and maintain an AAP for protected veterans at each establishment in accordance with 41 CFR 60-300.40. Alternatively, GC may submit to the OFCCP's FAAP Unit a written request for approval to develop and maintain a FAAP for some or all of its GC's establishments pursuant to OFCCP Directive 2013-01 Revision 2.

7. VIOLATION: GC failed, during the period January 1, 2012 through December 31, 2012, to prepare and maintain an AAP for qualified individuals with disabilities at each establishment, in violation of 41 CFR 60-741.40. Accordingly, GC failed to comply with any of its AAP obligations set forth in Subpart C of the regulations, 41 CFR 60-741.40–45.

REMEDY: GC will prepare and maintain an AAP for individuals with disabilities at each of its establishments in accordance with 41 CFR 60-741.40-45. Alternatively, GC may submit to the OFCCP's FAAP Unit a written request for approval to develop and maintain a FAAP for some or all of its establishments pursuant to OFCCP Directive 2013-01 Revision 2.

PART VII. ADDITIONAL RELIEF PER EARLY RESOLUTION CONCILIATION AGREEMENT

1. The Agreement will be in effect for a five-year period beginning on the Effective Date of the Agreement and covers all facilities listed in Attachment A.
2. To proactively facilitate compliance with E.O. 11246, GC will take the steps described below to enhance its compliance with E.O. 11246 in the selection process of CSR positions at its establishments listed in Attachment A to ensure nondiscriminatory selection practices.
3. GC will review and revise as necessary its hiring policies and procedures, including its selection criteria to include interviews, tests, and applicant tracking processes. These procedures will apply to all facilities listed in Attachment A unless otherwise noted by GC; in which case, a separate process will be submitted.
4. Under this Agreement and by the date set in the Timeline, GC will submit to OFCCP a hiring process that describes the selection procedures outlined below:

- a. 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 E.O. 11246.
 - b. 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 (e.g., application screen, interview, post-offer screen).
 - c. Procedures to ensure that persons expressing an interest in employment are tracked and dispositions are recorded at each step in the hiring process.
 - d. Procedures to ensure that documents are retained in accordance with 41 CFR 60-1.12(a) and Part 60-3.
 - e. Procedures to train all employees involved in the hiring process on the policies and practices related to the selection of individuals for relevant positions.
 - f. 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.
 - g. Ensure consideration in all established procedures and processes, as listed above, is given to recruitment, selection and accessibility for disabled candidates in keeping with 41 CFR 60-741.
5. GC will develop and conduct a training program on the revised hiring process and policies to be presented to all individuals involved in the hiring process (i.e., recruiting, screening, interviewing, selection, rejection, and hiring). The training will be mandatory for the personnel identified above.
 6. GC will monitor the implementation of and results achieved from the hiring process, and will provide reports to OFCCP based on the Reporting Requirement in Part VIII. As part of this Agreement, GC agrees to monitor hiring activity for any indication of statistically significant disparities based on race/ethnicity or sex and will investigate and remedy any statistically significant disparity identified. During the five-year period this Agreement is in effect, the monitoring reports will indicate whether the hiring process has been fully implemented and whether the individuals involved in the hiring process are following the policies and procedures. The monitoring reports will also include appropriate recommendations, if any, to alter or change the hiring process, its implementation, or training, to ensure a nondiscriminatory hiring process.
 7. During the five-year period, GC will conduct adverse impact analyses consistent with the requirements of 41 CFR § 60-3.4 and 3.15 on at least an annual basis. If GC finds

statistically significant disparities in hiring, GC shall investigate the cause of the disparities and take appropriate action, such as providing refresher training or making additional changes to the hiring process, including consideration of alternative selection criteria/tests. GC will implement remedies to correct any statistically significant disparities in hiring and report to OFCCP on actions taken.

8. During the five-year period, GC will prepare and maintain an AAP for protected veterans at each establishment in accordance with 41 CFR 60-300.40. GC will prepare and maintain an AAP for individuals with disabilities at each of its establishments in accordance with 41 CFR 60-741.40-45.

PART VIII. REPORTS REQUIRED DURING OFCCP MONITORING PERIOD

1. **Recordkeeping.** GC agrees to retain all records relevant to the violations cited in Part IV and Part VI above and the reports submitted in compliance with Paragraph 3, 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. GC will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Confidentiality.** GC 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 GC provides in accordance with this Agreement are customarily kept private or closely-held, and GC believes should remain confidential under Exemption 4 of the Freedom of Information Act (“FOIA”) in the event of a FOIA request, GC 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. **GC Reports.**¹
 - a. **Schedule and Instructions.** GC agrees to furnish OFCCP with the reports detailed below during the Monitoring Period according to the Timeline for the locations in El Paso, TX. GC will submit reports to

Dinorah S. Boykin, District Director
USDOL/OFCCP
615 East Houston St., Suite 340
San Antonio, TX 78205
(b) (6), (b) (7)(C)@dol.gov.

¹ If GC submits to the OFCCP’s FAAP Unit a written request for approval to develop and maintain a FAAP and the request is approved, the parties will reconvene to determine the most appropriate reporting post FAAP implementation.

- b. Reports on Financial Remedy.** In each Progress Report, GC will submit to OFCCP in accordance with the Timeline all documentation of monetary payments to all Eligible Affected Class Members as listed in the Timeline including for each: the name of the person receiving a monetary settlement, the check number and amount of the check, and the date the check cleared the bank. OFCCP may request copies of canceled checks disbursed by GC to Eligible Affected Class Members or other equivalent documentation verifying that Eligible Affected Class Members were paid.
- c. Reports on Job Offers.** In each Progress Report, GC will report on all job offers and hires made to date pursuant to this 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, the starting pay, and proof of retroactivity seniority with respect to paid time off.
 - ii. Documentation of Eligible Applicants who expressed interest in job offers but did not successfully complete the application process, including the names of these individuals, the date of their application, if any, and the reason GC 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.
- d. Reports on Modifications to Personnel Practices.** In each Progress Report, GC will report on all modifications of personnel practices made to date pursuant to this Agreement and provide documentation of its compliance with the remedy provisions specified in Part VII, Paragraphs 4 and 5. If any of the relevant documents such as job postings or policies have not been modified since being provided during a prior reporting period, a statement to that effect is sufficient.
- e. Reports on personnel activity.** In each Progress Report, GC will report the total number of external job seekers, applicants and hires and their breakdown by race, sex and ethnic group for the CSR position in the covered establishments (Attachment A) pursuant to the Timeline, including all full or part-time regular or temporary employees employed by GC. Each report must cover the twelve-month period on a calendar year basis beginning on January 1, 2021, and the due dates listed in the

Timeline, and must be submitted within 30 calendar days after the close of that twelve-month period. The two reports will be due in 2022 and 2024 in accordance with the Timeline. In addition, each report will include documentation regarding GC's implementation of the remedy provisions specified in Part VII, Paragraphs 6 and 7 of this Agreement.

PART IX. SIGNATURES

The person signing this Agreement on behalf of GC personally warrants that he or she is fully authorized to do so, that GC has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on GC. This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and GC Services Limited Partnership, and covers the establishments listed in Attachment A.

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

Michael D. Jones
Chief Financial Officer
GC Services Limited Partnership,
By ORG GC GP Buyer, LLC, General Partner
6330 Gulfton
Houston, Texas 77081

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

Melissa L. Speer
Regional Director
Southwest and Rocky Mountain Region
OFCCP

Date: 9-18-2020

Date: September 18, 2020

Attachments

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

Attachment A: Covered Establishments and Positions

Count	Street Address	Suite(s)	City	State
1	1323 Lee Trevino	100, 200, 300	El Paso	TX
2	11216 Armour Drive	100, 200	El Paso	TX
3	16 Concord Street	A, D	El Paso	TX
4	1570 Lionel Drive	100, 200	El Paso	TX
5	4050 Rio Bravo	200	El Paso	TX

Attachment B: List of Affected Class Members

Count	Last Name, First Name, Middle Name	Dates for Multiple Apps	Gender
1	(b) (6), (b) (7)(C)	11/01/2011	M
2		05/02/2011	M
3		11/28/2011	M
4		04/19/2012	M
5		09/07/2011	M
6		06/21/2012	M
7		07/19/2012	M
8		10/13/2011	M
9		07/31/2012	M
10		08/09/2012	M
11		06/30/2011	M
12		08/03/2011	M
13		06/24/2011	M
14		06/23/2011	M
15		10/19/2011	M
16		07/16/2012	M
17		11/07/2012	M
18		10/08/2012	M
19		11/23/2011	M
20		04/17/2012	M
21		05/08/2012	M
22		10/11/2012	M
23		11/19/2012	M
24		09/20/2011	M
25		11/29/2012	M
26		07/28/2011	M
27		07/26/2011	M
28		02/02/2012	M
29		06/29/2011	M
30		05/29/2012	M
31		03/21/2012	M
32		06/14/2012	M
33		05/20/2011	M
34		09/30/2011	M
35		04/21/2011	M
36		08/21/2012	M
37		05/31/2011	M
38		07/05/2011	M
39		05/18/2011	M

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1545	(b) (6), (b) (7)(C)	09/14/2012	M
1546		05/18/2011	M
1547		05/04/2012	M
1548		04/27/2011	M
1549		12/17/2012	M
1550		05/09/2011	M
1551		10/03/2012	M
1552		06/05/2012	M
1553		05/24/2011	M
1554		08/04/2011	M
1555		01/04/2012	M
1556		04/11/2012	M
1557		11/21/2012	M
1558		06/01/2012	M
1559		03/06/2012	M
1560		08/27/2012	M
1561		07/01/2011	M
1562		08/28/2012	M
1563		03/16/2012	M
1564		01/31/2012	M
1565		4/15/11, 8/1/2012	M
1566		06/29/2011	M
1567		06/25/2012	M
1568		02/23/2012	M
1569		11/20/2012	M
1570		10/15/2012	M
1571		07/20/2011	M
1572		11/09/2011	M

*No job offer

Attachment C1 Notice

You may be eligible to get money because of a legal settlement between GC Services 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 GC Services Limited Partnership (“GC”) that may benefit you. This settlement involves claims of discrimination in selection practices, 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 with GC.

ARE YOU AFFECTED?

OFCCP found a hiring disparity that impacted male applicants who were not selected for Customer Service Representative (“CSR”) positions, at GC locations² in El Paso, TX, between April 1, 2011 and December 31, 2012.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor’s Office of Federal Contract Compliance Programs (OFCCP) conducted a review of GC’s selection practices during the period of April 1, 2011 and December 31, 2012. 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 GC discriminated against male applicants in hiring. GC denies those claims. Ultimately, OFCCP and GC 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 GC 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:

- (1) **You may be eligible to receive a payment of at least \$** [REDACTED] **(before adjustments for taxes and payroll contributions).** This amount represents your share of back wages and other payments GC is making to settle the issues found. 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.** GC 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.

² 123 Lee Trevino, 16 Concord St., 11216 Armour, and 1570 Lionel Drive

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 GC.

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

[Name and address for return of forms or instructions/email for electronic submission]

DEADLINE: The forms must be received by [INSERT specific date for First or Second Notice deadline date in Attachment D]

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 Compliance Officer (b) (6), (b) (7)(E) at 210-(b) (6), (b) (7)(C) or (b) (6), (b) (7)(C)@dol.gov. 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 AND 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 GC Services Limited Partnership 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 GC at the address below if your address, phone number and/or email address changes within the next twelve (12) months.

INSERT
GC ADDRESS or
THIRD PARTY ADMINISTRATOR INFORMATION

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

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

Female Male

Please indicate below whether you are currently interested in employment in a Customer Service Representative (CSR) position with GC; and if you have previously worked for GC. 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 a CSR position.

No, I am not currently interested in employment with GC for a CSR position.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO GC SERVICES BY [DATE], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR BE TO BE CONSIDERED FOR A JOB OFFER UNDER THE TERMS OF THIS AGREEMENT.

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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 GC Services Limited Partnership ("GC") paying you money, you agree that you will not file any lawsuit against GC for alleged hiring discrimination under Executive Order 11246, as amended in connection with its selection procedures for applicants for Customer Service Representative positions at the GC locations in El Paso, TX. It also says that GC does not admit it violated Executive Order 11246, as amended. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of payment of \$ (less adjustments required by law) by GC to me, which I agree is acceptable, I (print name) _____ agree to the following:

I.

I hereby waive, release and forever discharge GC, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my non-selection for employment in a Customer Service Representative position on the basis of my gender at any time through the effective date of this Release.

II.

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

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.

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IV.

I understand that if I do not sign this Release and return it to GC, by the [INSERT DATE], I will not be entitled to receive any payment (less deductions required by law) from GC.

IN WITNESS WHEREOF, I have signed this document on this _____ day of
_____, 2020.

Signature

Attachment D- Timeline

	Activity	Due Date *Modified Date Due to Weekend/Holiday
1	GC will deposit a total of \$245,000 (\$220,500.00 in back pay and \$24,500 in interest) in an FDIC insured interest bearing account maintained by GC at the prevailing interest rate.	10/02/2020
2	GC will notify OFCCP of deposit activity once it 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.	10/05/2020*
3	GC will provide initial, and subsequent, notice by regular first-class mail or other appropriate means. GC will send copies of the Notice Attachment C-1 to Affected Class Members along with the Information Verification and Employment Interest Form Attachment C-2, and Release Form Attachment C-3 (“Notice Documents”). The Notice Documents will make clear the information about the settlement. The Notice Documents will also include a postage-paid return envelope, by first class mail to the best available mailing address for each Affected Class Member.	10/19/2020*
4	If envelopes from the initial mail notice are returned with forwarding addresses, GC will re-mail the Notice Documents within 15 days of receipt of the forwarding address.	15 days of receipt
5	GC will send to OFCCP a list of the Affected Class Members who did not respond to the first mailing.	12/07/2020
6	OFCCP will conduct independent efforts to communicate with Affected Class Members about this Agreement and provide updated information to GC.	01/06/2021
7	GC will mail a second Notice Documents Attachments C1-3 to Affected Class Members with valid addresses or updated information.	01/21/2021
8	The final deadline for any Affected Class Member to respond to the Notice Documents (i.e. meet the gender requirements, timely complete, sign and return the Release and Interest Form).	02/22/2021*
9	GC will provide the Final List which will include all Eligible Affected Class Members who timely respond to the Notice Documents by the deadline set forth in the Timeline, and whose eligibility is verified by OFCCP (referred to as “Eligible Affected Class Members”).	03/08/2021*
10	GC 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.	03/22/2021
11	The parties will establish the Final List by the date set forth in the Timeline. If needed, the parties will meet and confer on any outstanding issues or questions regarding the Final List. Either party may identify potentially eligible Affected Class Members who may have been erroneously excluded or included from the Final 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. GC will provide to OFCCP any information necessary to determine the Final List.	03/29/2021*
12	The Settlement Fund will be distributed equally among all Eligible Affected Class Members who timely respond to the notice process. OFCCP will provide GC a list of the payment amount for Eligible Affected Class Members on the Final List	04/01/2021
13	GC will issue checks or make electronic payments to all Eligible Affected Class Members.	04/12/2021*

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14	GC will pay GC's share of social security withholdings, and any other tax payments required by law from additional funds separate from the Settlement Fund. GC shall mail to each Eligible Affected Class Members 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 Affected Class Members either at the time of payment, electronically, or with the settlement checks, or at the end of the year.	Settlement checks and/or by the deadline imposed by applicable law.
15	If checks from the initial mailing are returned with forwarding addresses, GC will re-mail the checks within 10 days.	none
16	GC will provide OFCCP with a list of returned checks without a forwarding address by the date set forth in the Timeline. OFCCP will then attempt to contact and locate the Eligible Affected Class Members and provide GC with updated contact information.	Weekly
17	GC will then re-mail the checks to the Eligible Affected Class Members upon receipt of the updated contact information.	Upon receipt
18	GC will provide OFCCP with a list of all uncashed checks within 60 days of the date the checks were mailed.	06/10/2021
19	OFCCP will attempt to locate Eligible Affected Class Members who did not cash their check. If OFCCP obtains an alternate address, GC will mail the check to the alternative address of the Eligible Affected Class Member(s) by the deadline set forth in the Timeline.	Upon receipt
20	Any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible Affected Class Members will be void.	08/09/2021
21	GC 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.	08/19/2021
22	With respect to any uncashed funds, GC will make a second distribution to all Eligible Affected Class Members who cashed their first check if the amount of such remaining uncashed funds would result in payment of \$30.00 or more to each such Eligible Affected Class Member. The second payment will consists of back pay and interest in the same proportion as the first payment. Any undistributed funds will be devoted to training described in Part VII 5.	09/08/2021
23	As vacancies occur in the CSR position at any of the facilities listed in Attachment A, GC shall make bona fide job offers of employment with retroactive seniority to applicants who are listed as Eligible Affected Class Members, who have expressed interest in employment, and are not currently employed in the position ("Eligible Applicants"), until 130 are hired or the list of Eligible Applicants is exhausted, whichever comes first. As vacancies occur in the CSR position, GC shall contact the Eligible Applicants with a job offer in the order in which they submitted their notice documents, or if the documents were received on the same day, in the order of their original application date.	As vacancies occur
	Progress Reports - In each Progress Report, GC will provide documentation pursuant to Part VIII, Paragraph 3.	Due Date
1	Report 1	02/01/2021*
2	Report 2	01/31/2022
3	Report 3	01/31/2023
4	Report 4	01/31/2024
5	Report 5	01/31/2025
6	Expiration date of CA	09/30/2025