

Conciliation Agreement

Between the

U.S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

And

LOOMIS ARMORED US, LLC

I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated the Loomis Armored US, LLC ("Loomis") establishment located at 9225 Park View South, Houston, TX 77002, beginning on April 3, 2017. OFCCP found that Loomis failed to comply with Executive Order 11246, as amended ("E.O. 11246"), and their respective implementing regulations at 41 Code of Federal Regulations ("CFR") Chapter 60.

OFCCP notified Loomis of the specific violations and the corrective actions required in a Notice of Violations issued on August 17, 2022.

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

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

II. GENERAL TERMS AND CONDITIONS

1. In exchange for Loomis' fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Loomis violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Loomis' compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Loomis will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents it requests, including those specified in this Agreement.

3. Nothing in this Agreement relieves Loomis of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act, as amended ("Section 503"), the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended ("VEVRAA"), their implementing regulations at 41 CFR Chapter 60, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. Loomis and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, and/or VEVRAA.
5. Loomis agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
8. This Agreement becomes effective on the day it is signed by the Regional Director of the Southwest and Rocky Mountain Region ("Effective Date").
9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) days after Loomis submits its final progress report required in Section VIII, below, unless OFCCP notifies Loomis in writing before the expiration date that Loomis has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that Loomis has met all of its obligations under the Agreement.
11. If Loomis violates this Agreement:
 - a. The procedures at 41 CFR 60-1.34 will govern:
 - i. OFCCP will send Loomis a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Loomis shall have fifteen (15) days from receipt of the notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.

- iii. If Loomis 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.
 - iv. In the event of a breach of this Agreement by Loomis, 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. Loomis may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, and/or other appropriate relief for violating this Agreement.
12. Loomis denies any violation of the E.O. 11246, Section 503 or VEVRAA, and there has not been an adjudication on the merits regarding any such violation.
13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
14. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the Office of Federal Contract Compliance Programs.
15. Each party shall bear its own fees and expenses with respect to this matter.
16. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
17. All references to "days" in this Agreement, and in the Timeline included as Attachment B, are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a federal holiday, that deadline will be extended to the next business day.

III. DISCRIMINATION VIOLATIONS

1. **VIOLATION:** OFCCP found that Loomis is not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 CFR § 60-1.4(a)(1). OFCCP's analysis of Loomis' hiring process and selection procedures revealed discrimination during the time period of April 3, 2017 through at least April 3, 2019 wherein Hispanic applicants were favored over black applicants for the CMS Teller position. OFCCP's analysis found that the company hired (b) (7)(E) black applicants, or (b) (7)(E). However, the company hired (b) (7)(E) Hispanic applicants, or (b) (7)(E). This resulted

in a statistically significant disparity of (b) (7)(E) standard deviations against black applicants with a shortfall of 16.

2. **VIOLATION:** OFCCP found that Loomis is not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 CFR § 60-1.4(a)(1). OFCCP's analysis of Loomis' hiring process and selection procedures revealed discrimination during the period April 3, 2017 through at least April 3, 2019 wherein male applicants were favored over female applicants for the CMS Teller position. OFCCP's analysis found that the company hired (b) (7)(E) female applicants, or (b) (7)(E). However, the company hired (b) (7)(E) male applicants, or (b) (7)(E). This resulted in a statistically significant disparity of (b) (7)(E) standard deviations against female applicants with a shortfall of 8.

IV. FINANCIAL AND NONFINANCIAL REMEDY

1. Settlement Fund

- a. **Settlement Fund Account.** Within thirty (30) days after the Effective Date, Loomis will deposit a total of \$375,000.00 in an FDIC-insured interest-bearing account maintained by Loomis at the prevailing interest rate (Settlement Fund). By the deadline set forth in the Timeline, Attachment C("Timeline"), Loomis will notify 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, Loomis will provide OFCCP with updated bank records showing the current balance of the account, a 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. Loomis' share of statutory contributions and taxes on the portion representing back pay, such as Federal Income Contributions Act (FICA), state and/or local taxes, and is not part of the Settlement Fund. Loomis will also be responsible for paying any banking account fees associated with the Settlement Fund.

- b. **Specific Settlement Fund Amounts.** The total Settlement Fund amount includes \$337,500 in back pay and 37,500 interest to resolve the specific violations set forth above, as follows:

2. Allocation

- a. **Total Amount to be Allocated.** The back pay and interest amounts of the Settlement Fund, plus any additional interest that accrues on the accounts, will be distributed equally among the eligible applicants as explained in this Section. Individual distributions will include appropriate deductions for each individual's share of payroll deductions required by law on the portion representing back pay only, such as federal (FICA/Federal Unemployment Tax Act ("FUTA")), state or local insurance premiums or taxes.

- b. **Eligible Class Members to Receive Payments.** The Settlement Fund will be distributed to all Eligible Class Members (identified in Attachment A) who timely respond to the Notice Process as explained below by returning a completed and signed Information Verification and Employment Interest Form and Release of Claims by the stated deadline in the Notice Documents, and whose eligibility is verified (hereinafter, “Eligible Class Member”). These individuals will be included on the Final List of Eligible Class Members (“Final List”). OFCCP will determine the final amount for each Eligible Class Member based on the formula or other terms provided in this Agreement. All Eligible Class Members are entitled to their share of the monetary settlement regardless of whether they are currently interested in employment with Loomis.
- c. **Payments to Eligible Class Members.** OFCCP will provide Loomis the Final List by the date set forth in the Timeline. Loomis will issue checks or make electronic payments to each Eligible Class Member in the stated amount, along with appropriate tax reporting forms by the date set forth in the Timeline. Loomis will provide OFCCP with documentation of all payments made, any payments returned undelivered, or any checks not cashed, as set forth in the Timeline. Any check that remains uncashed 180 days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds, Loomis will make a second distribution to all Eligible Class Members who cashed their first check.¹ Pursuant to the Tax Cuts and Jobs Act (TCJA) OFCCP will report to the IRS via a form 1098-F when an employer (or individual) is required to pay fines, penalties, restitution, remediation, or other costs in excess of \$50,000 as a result of a violation of law or an investigation or inquiry into a violation of law.²
- d. **Tax Payments, Forms and Reporting.** Loomis will pay the employer’s share of social security withholdings, and any other tax payments required by law from additional funds separate from the Settlement Fund. Loomis shall mail to each Eligible Class Member an IRS Form W-2 for that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be provided to the Eligible Class Members either at the time of payment or after the end of the tax year. No Eligible Class Member will be required to complete a W-4 or W-9 in order to receive a payment under this settlement.

3. Notice Process

- a. **OFCCP and Loomis Obligations under the Notice Process.** The Notice Process set forth in this Agreement is intended to provide Eligible Class Members a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. This includes providing notice to the Eligible Class Members in multiple relevant languages and through multiple channels if appropriate and providing technical assistance

¹ IRS guidance states that an employer can assume a single deduction in the absence of a W-4 form. *See 26 CFR 31.3402(f)(2)-1(a).*

² The IRS issued its implementing regulations in January 2021.

<https://www.federalregister.gov/documents/2021/01/19/2021-00741/denial-of-deduction-for-certain-fines-penalties-and-other-amounts-related-information-reporting>

to those Eligible Class Members seeking information about their rights and obligations under this Agreement. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, Loomis 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 Loomis agree not to unreasonably withhold consent to reasonable modifications proposed by either party.

- b. **Notice Documents.** Loomis will distribute Notice Documents to Eligible Class Members identified in Attachment A using the Notice Documents contained in Attachment B. The Notice Documents include a Notice, Release of Claims and Income Verification Forms.
- c. **Timeline.** Attachment C includes 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. **Mailing of Notice to Eligible Class Members.** Loomis will provide initial notice by regular first-class mail. Loomis will send copies 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 Eligible Class Member, by the date set forth in the Timeline. If envelopes from the initial mail notice are returned with forwarding addresses, Loomis 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 mail notice maximizes the potential response rate. A second mail notice will be sent to Eligible Class Members with valid addresses who fail to respond to the first mail notice unless the parties agree otherwise.

- e. **Distribution of Notice by Other Means.** Loomis shall work with the OFCCP to develop a recommended plan for Notice by other means in addition to first class mail, including, as appropriate, use of email and telephone contact, distribution of information on websites, paid newspaper, web, radio or other advertisement, social media, or in-person community meetings. These other means will be designed to maximize the ability of Eligible Class Members to understand their rights and obligations under this Agreement and act upon them. OFCCP will also conduct independent efforts to communicate with Eligible Class Members about this Agreement through official U.S. Department of Labor channels and in partnership with community-based organizations.
- f. **Response Deadline.** The final deadline for any Eligible Class Member to respond to the notice by returning a completed and signed Information Verification and Employment Interest Form and Release 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 Eligible Class Members.** Loomis and OFCCP will timely exchange information regarding Eligible Class Members, including updated contact information.
- h. **Final List of Eligible Class Members.** The Final List will include all Eligible Class Members 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 Class Members 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. Loomis will provide to OFCCP any information necessary to determine the Final List.
- i. **Documentation of Payments.** By the deadline set forth in the Timeline, Loomis will provide OFCCP with documentation of all payments to Eligible Class Members as described in Section VIII(3)(b).
- j. **Loomis' Expenses.** Loomis 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.

4. **ADDITIONAL INDIVIDUAL RELIEF**

1. **Job Opportunities**

- a. **Description of Job Opportunities.** As vacancies occur in the CMS Teller position, Loomis shall make bona fide job offers, with retroactive seniority applicable to accrual of vacation benefits, for Eligible Class Members who have expressed interest in employment and are not currently employed in the CMS Teller position. Loomis will hire up to 24 Eligible Class Members into open positions or exhaust the list of Eligible Class Members expressing an interest in employment, whichever occurs first as follows:
 - CMS Teller position – 16 black Eligible Class Members
 - CMS Teller position – 8 female Eligible Class Members

As vacancies occur in the CMS Teller position, Loomis shall provide Eligible Class Members with a job offer in the order in which Loomis received their Notice Documents, or if the Eligible Class Member documents were received on the same day, in the order of their original application date.

The report-to-work date for Eligible Class Members hired pursuant to this Agreement shall be no later than fourteen (14) days after the date the written job offer is accepted. The Eligible Class Members must report to work on the day designated or provide Loomis notice of good cause for their absence on or before that date. If good cause is provided, the Eligible Class Member must report to work within five (5) days of the original designated start date. Otherwise, Loomis may withdraw the job offer and shall be

under no obligation to hire the Eligible Class Member under this Agreement but remains obligated to hire until 24 are filled or the list of Eligible Class Members is exhausted, whichever comes first.

Loomis agrees to pay Eligible Class Members hired under this provision at least the current entry level wage based on Class Members' qualifications for the CMS Teller position and provide all regular and on-the-job training currently provided to employees in that position.

- b. **Reporting.** Loomis will document the job offers and hires, including job offers made, reasons for rejection, and all Eligible Class Members hired and terminated during the monitoring period as set forth in Section VIII, OFCCP Monitoring Period, below.

5. MODIFICATIONS TO EMPLOYMENT PRACTICES AND OTHER NON-MONETARY RELIEF

- 1. **Revision of the Hiring Process, Implementation, and Training.** Under this Agreement and by the date set forth in the Timeline, Loomis will submit to OFCCP a revised hiring process, that describes the selection procedures outlined below ("Revised Hiring Process"):
 - a. Procedures to recruit, screen, interview, select, reject, and hire applicants for the CMS Teller position in compliance with E.O. 11246.
 - b. The qualifications and criteria to be used to eliminate and/or select job seekers and applicants at each step of the hiring process, including the qualifications and criteria to be used in each step of the hiring process.
 - c. Procedures to ensure that persons expressing an interest in employment are tracked and dispositions/decisions are documented 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 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.
- 2. Loomis will develop and provide the training program on the Revised Hiring Process described above to all individuals involved in the hiring process, including all HR personnel, recommending officials, deciding officials and employees who make and keep hiring and selection records. The training will be mandatory for the personnel identified above, and employees who are hired or promoted into those positions must also receive the training within 60 days of their hire or promotion. Loomis will provide OFCCP documentation of its training as described below.

3. Loomis will monitor the implementation and results of the Revised Hiring Process, and will provide reports to OFCCP of the Reporting Requirement in Part VIII below. As part of this Agreement, Loomis will monitor hiring activity to identify statistically significant disparities based on race/ethnicity or sex and will thereafter investigate and remedy any statistically significant disparity identified. During the period this Agreement is in effect, the monitoring reports will state 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.
4. During the monitoring period, Loomis 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 Loomis finds statistically significant disparities in hiring, Loomis 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. Loomis will implement remedies to correct any statistically significant disparities in hiring and report to OFCCP on actions taken.

6. TECHNICAL VIOLATIONS AND REMEDIES

1. **VIOLATION:** Loomis failed to accurately identify problem areas, in accordance with 41 CFR § 60-2.17(b). Specifically, Loomis identified statistically significant disparities in hiring against blacks in the CLE job group in its self-analysis, but did not include this issue as a problem area in its AAP.

REMEDY: Loomis will accurately identify problem areas, in accordance with the requirements of 41 CFR § 60-2.17(b).

2. **VIOLATION:** Loomis failed to develop and execute action-oriented programs designed to correct any problem areas identified, in accordance with 41 CFR § 60-2.17(c).

REMEDY: Loomis will develop and execute action-oriented programs designed to correct any problem areas identified, in accordance with 41 CFR § 60-2.17(c).

3. **VIOLATION:** Loomis failed to evaluate the individual components of the selection process for adverse impact in accordance with the requirements of 41 CFR § 60-3.4 and 60-3.15A. Specifically, Loomis identified statistically significant disparities in hiring against blacks in the CLE job group in its self-analysis but did not conduct a component analysis to determine which stage adverse impact occurred in the selection process.

REMEDY: Loomis will evaluate each individual component of the selection process for adverse impact. If adverse impact is found to exist in any of the individual components of the selection process, Loomis must validate each such component in accordance with the Uniform Guidelines on Employee Selection Procedures or utilize selection procedures which do not result in adverse impact.

7. OFCCP MONITORING PERIOD AND PROGRESS REPORTS

1. **Recordkeeping.** Loomis will retain all records relevant to the violations cited in Sections III and VII 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. Loomis will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Confidentiality.** Loomis and OFCCP have a common interest in the accuracy and sufficiency of the information being provided in the reports pursuant to this Agreement. To the extent any of the reports Loomis provides in accordance with this Agreement are customarily kept private or closely held, and Loomis believes should remain confidential under Exemption 4 of the Freedom of Information Act ("FOIA") in the event of a FOIA request, Loomis 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, to the extent possible under the law.

To the extent any of the reports Loomis provides in accordance with this Agreement are customarily kept private or closely held, and Loomis believes they should remain confidential under Exemption 4 of FOIA in the event of a FOIA request, Loomis will provide such reports to OFCCP marked as "Confidential." In the event of a FOIA request, OFCCP will provide notice to Loomis as to the request and shall treat any such documents as confidential documents, not subject to disclosure to the extent allowed by law.

3. Loomis Reports.

- a. **Schedule and Instructions.** Loomis agrees to furnish OFCCP with the reports detailed below during the Monitoring Period according to the Timeline. Loomis will submit reports to:

Karen N. Hyman, District Director
USDOL/OFCCP
2320 LaBranch Street, Suite 1103
Houston, Texas 77004

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

- b. **Reports on Financial Remedy.** In each Progress Report, Loomis will include documentation of monetary payments to all Eligible Class Members 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 Loomis to Eligible Class Members or other equivalent documentation verifying that Eligible Class Members were paid.

- c. **Reports on Job Offers.** In each Progress Report, Loomis 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 Class Members expressing an interest in the positions is exhausted. This includes:
- i. Documentation of all job offers made to Eligible Class Members, including the names of individuals jobs offered, 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 Class Members who expressed interest in a job offer but who did not successfully complete the application process, including the names of these individuals, the date of their application, if any, and the reason Loomis 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 Class Members 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 Class Members still on the list.
 - v. Documentation of the start dates for Eligible Class Members who were hired.
 - vi. If Loomis has not filled all of the positions specified in this Agreement by the Progress Report date, documentation of the reason this action is not complete and the good faith efforts being taken and planned for the next reporting period to complete it.
 - vii. If Loomis fails to meet its hiring obligations under this Agreement by the close of the Monitoring Period, OFCCP reserves its rights under Section II, Paragraph 10 of this Agreement to extend the monitoring period or to pursue enforcement remedies.
- d. **Reports on Modifications to Personnel Practices.** In each Progress Report Loomis will report on all modifications made to personnel practices pursuant to the Agreement and provide documentation of its compliance with the remedy provisions in this Agreement. 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 Training.** In each Progress Report, Loomis will report on training provided to Loomis personnel as specified in Part VI, Paragraphs 2. Specifically, the reports will include the name, job title, hire and/or promotion date, and training date on the revised hiring policies and procedures.

- f. **Reports on personnel activity.** In each Progress Report, Loomis will report the total number of external job seekers, applicants and hires and their breakdown by race, sex, and ethnic group for CMS Teller positions pursuant to the Timeline. Each report must cover the preceding six-month period beginning on October 1, 2022, as reflected in the Timeline, and must be submitted within 30 calendar days after the close of that six-month period. A total of four reports will be submitted in accordance with the Timeline.
- g. **Close of Monitoring Period and Termination of Agreement.** This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts Loomis' final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify Loomis in writing within sixty (60) days of the date of the final progress report that Loomis has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies Loomis within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Loomis has met all of its obligations under the Agreement.

8. SIGNATURES

The person signing this Agreement on behalf of Loomis personally warrants that he or she is fully authorized to do so, that Loomis has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Loomis. This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and LOOMIS ARMORED US, LLC.

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

Amy Freeman, Executive Vice President Human Resources
Loomis Armored US, LLC

DATE: 9/29/2022

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

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

DATE: September 29, 2022

Attachments:

- A. List of Eligible Class Members
- B. Notice Documents
- C. Timeline

A. List of Eligible Class Members

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NOTICE TO AFFECTED CLASS

You may be eligible to get money because of a legal settlement between Loomis Armored US, LLC 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 Loomis Armored US, LLC (“Loomis”) that may benefit you. This settlement involves alleged discrimination in hiring for the CMS Teller positions, 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 Loomis.

You may learn more about the settlement at www.dol.gov/ofccp/cml.

ARE YOU AFFECTED?

OFCCP found that between April 3, 2017 and April 3, 2019, black and female applicants for CMS Teller positions, were not hired at the same rate as male and non-black applicants at the Loomis facility located at 9225 Park View South, Houston, TX 77002.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor’s Office of Federal Contract Compliance Programs (“OFCCP”) conducted a review of Loomis’ selection practices during the period of April 3, 2017 and April 3, 2019. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity requirements that apply to federal contractors. OFCCP alleges that Loomis violated Executive Order 11246 in hiring for the CMS Teller applicants by favoring Hispanics and males. Loomis denies those claims. Ultimately, OFCCP and Loomis have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is another name for a settlement agreement, and it is a legal document that explains the terms of the Agreement between Loomis and OFCCP.

As a result, if we confirm that you are one of the black or female CMS Teller applicants described above, you may be eligible for back pay and job offers. You may read the Conciliation Agreement at <https://www.dol.gov/agencies/ofccp/foia/library>.

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 \$_____** (before adjustments for taxes and payroll contributions). This amount represents your share of back wages and other payments Loomis 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.** Loomis 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 form.

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 Loomis.

To be eligible for a payment and job opportunity, you must complete, sign, and return **both** the following enclosed documents: (1) Information Verification and Employment Interest Form and (2) Release of Claims Under Executive Order 11246. You should mail these documents 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 deadline date]

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 by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact **INSERT NAME AND CONTACT INFORMATION OF LOOMIS/3RD PARTY ADMINSTRATOR** or Compliance Officer (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.

Enclosures
Information Verification Form
Release of Claims Form

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 Loomis Armored US, LLC ("Loomis") 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 Loomis at the address below if your address, phone number and/or email address changes within the next twelve (12) months.

INSERT 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 ☐

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

African American/Black ☐

Asian ☐

Caucasian/White ☐

Hispanic ☐

American Indian/Alaskan Native ☐

Pacific Islander ☐

Two or More ☐, please specify _____, _____, _____.

Please indicate below whether you are currently interested in employment in a CMS Teller position with Loomis, and if you have previously worked for Loomis. If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

☐ Yes, I am still interested in employment with Loomis for a CMS Teller position.

[] No, I am not currently interested in employment with Loomis for a CMS Teller position.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO LOOMIS 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.

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

Signature

Date

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 AND/OR A JOB OPPORTUNITY FROM THE SETTLEMENT.

This Release of Claims under Executive Order 11246 ("Release") is a legal document. The document states that in return for Loomis Armored US, LLC ("Loomis") paying you money, you agree that you will not file any lawsuit against Loomis for alleged hiring discrimination under Executive Order 11246, in connection with its selection procedures for applicants in the CMS Teller position. It also says that Loomis 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 deductions required by law) by Loomis to me, which I agree is acceptable, I (print name) _____ agree to the following:

I.

I hereby waive, release and forever discharge Loomis, its predecessors, successors, related entities, parents, and subsidiaries, , 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, 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 CMS Teller position on the basis of my race and/or gender at any time prior to the date of my signature on this Release. By signing this Agreement, I agree that I have been made whole for any claim that could have been brought under Executive Order 11246, as amended, relating to my compensation with Loomis through the Effective Date of this Release.

II.

I understand that Loomis denies that it treated me unlawfully or unfairly in any way and that Loomis 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 compensation and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on [insert date]. I further agree that the payment of the aforesaid sum by Loomis to me is not to be construed as an admission of any liability by Loomis.

III.

I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors and seek legal advice. I further declare that I have decided of my own free will to sign this Release.

IV.

I understand that if I do not sign this Release and return it to the contact listed on the enclosed Notice to Affected Class Members, by the deadline listed in the Notice, I will not be entitled to receive any payment from Loomis based on my non selection for a CMS teller position.

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

Printed Name

Signature

4890-1154-7445.5 / 028378-1286

ATTACHMENT C REPORTING TIMELINE**Company Name: Loomis Armored US, LLC****Effective Date of Conciliation Agreement: 09/29/2022**

Action Required	Number of Calendar Days from Effective Date	Due Date
Loomis will deposit within 30 days \$375,000 in an FDIC-insured banking institution.	30	10/29/2022
Loomis will provide appropriate documentation including the name and job title of the contact person for the settlement fund, 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.	35	11/03/2022
Loomis will mail Initial Notice Documents to Eligible Class Members (with postage-paid return envelope)	45	11/13/2022
Loomis will submit to OFCCP a Revised Hiring Process	60	11/28/2022
Loomis notifies OFCCP of all letters returned as undeliverable.	Weekly	Each Friday until complete
Loomis will provide OFCCP with a list of Eligible Class Members who did not respond to the Notice and/or have not fully executed the Interest Form and Release.	75	12/13/2022
OFCCP Provides Loomis with updated contact information for Eligible Class Members.	85	12/23/2022
Loomis will mail a second Notice Documents to Eligible Class Members whose address was updated, within five (5) days of receipt of the forwarding address.	90	12/28/2022
Postmark Deadline for Eligible Class Members to respond to Notice Documents.	120	01/27/2023
Loomis will provide OFCCP with a list of all Eligible Class Members who timely submitted a completed Claim Form and executed Release along with electronic copies of all Claim Forms and returned Releases.	135	02/11/2023
OFCCP and Contractor finalize list of Eligible Class Member in the "Final List"	150	02/26/2023
Distribute funds to Eligible Class Members on Final List.	180	03/28/2023
Loomis will notify OFCCP of any payments returned as undeliverable.	Weekly	Each Friday until complete
Loomis shall initiate its hiring of Eligible Class Members as positions become available following the Effective Date of this Agreement	TBD	TBD
OFCCP provides updated addresses for Eligible classmembers whose checks were returned as undeliverable	TBD	TBD
Loomis will send checks to Eligible Class Members who' address was updated.	TBD	TBD
Any check that remains uncashed 180 days after the initial date the check was mailed to the Eligible Class Member will be void.	180	09/24/2023
With respect any uncashed funds, Loomis will make a second distribution to all Eligible classmembers who cashed their first check	210	10/24/2023
Loomis must complete its hiring obligation	730	09/28/2024

Progress Report	Due Date	Covered Period		
		Beginning		End
First Report (due seven months from effective date of Agreement): Report on documentation of monetary payments to all Eligible Class Members, including for each: name, check number, check amount, and the date the check cleared the bank. Report on Job Offers and hires made to date until all of the job opportunities are filled or the list of Eligible Class Members expressing an interest is exhausted. Report on Modification to Personnel Processes, Report on Training, Report on Personnel Activity to include job seekers, applicants and hires and their breakdown by race, sex, and ethnic group for CMS Teller positions. (See Loomis Reports Section 3. a-g).	04/30/2023	10/01/2022	thru	03/31/2023
Second Report Due (30 calendar days after end of the 6-month period). (See Loomis Reports Section 3. a-g)	10/30/2023	04/01/2023	thru	09/30/2023
Third Report Due (30 calendar days after end of the 6-month period). (See Loomis Reports Section 3. a-g)	04/30/2024	10/01/2023	thru	03/31/2024
Fourth Report Due (30 calendar days after end of the 6-month period): (See Loomis Reports Section 3. a-g)	10/30/2024	04/01/2024	thru	09/30/2024
Expiration date of CA (60 days after receipt of the final progress report or on the date the District Director gives approval of the final report, whichever occurs earlier):	12/29/2024			