

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Washington River Protection Solutions LLC

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) is currently evaluating Washington River Protection Solutions ("WRPS") located at 2435 Stevens Center Place MSIN H301, Richland, WA 99354-1874, beginning on December 4, 2019. OFCCP found that WRPS failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), and its respective implementing regulations at 41 Code of Federal Regulations (C.F.R.) Sections 60-1 through 60-3. No Preliminary Determination Notice (PDN) or Notice of Violations (NOV) was issued to WRPS by OFCCP in this matter. 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 WRPS 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 WRPS's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) based on the violations described in more detail in Part III below. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if WRPS 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 WRPS's compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. WRPS will permit access to its premises during normal business hours with reasonable advance notice 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 WRPS of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. WRPS 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. WRPS agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
8. This Agreement becomes effective on the day it is signed by the Regional Director (Effective Date).
9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) days after WRPS submits its final progress report required in Section VIII, below, unless OFCCP notifies WRPS in writing before the expiration date that WRPS 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 WRPS has met all of its obligations under the Agreement.
11. If WRPS violates this Agreement:
 - a. The procedures at 41 C.F.R. § 60-1.34 will govern:
 - i. OFCCP will send WRPS a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. WRPS 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 WRPS 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 WRPS, 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. WRPS 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. WRPS does not admit to any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
- 13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- 14. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.
- 15. Each party shall bear its own fees and expenses with respect to this matter.
- 16. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
- 17. All references to “days” in this Agreement, and in the Timeline included as Attachment B, are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

III. Alleged Discrimination Violation

ALLEGED VIOLATION: OFCCP’s investigation led to a preliminary finding that found that WRPS is not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 C.F.R. § 60-1.4(a)(1). OFCCP’s preliminary findings of WRPS’s hiring process and selection procedures during the period of January 1, 2019 through December 31, 2019 resulted in statistically significant hiring disparities against Hispanic applicants for the Health Physics Technician (HPT) Trainee position that resulted in a hiring shortfall of five (5) Hispanic hires.

IV. Financial Remedy

1. Settlement Fund

- a. **Settlement Fund Account.** Within thirty (30) days after the Effective Date, WRPS will deposit a total of \$157,621.28 in an FDIC-insured interest-bearing account maintained by WRPS at the prevailing interest rate. By the deadline set forth in the Timeline, WRPS 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, WRPS 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. WRPS'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. WRPS will be responsible for any banking account fees.

- b. **Specific Settlement Fund Amounts.** The total Settlement Fund amount includes \$151,246.42 in back pay and \$6,374.86 in interest to resolve the specific violation set forth above.

2. Allocation

- a. **Total Amount to be Allocated.** The back pay and interest amount of the Settlement Fund, plus any additional interest that accrues on these interest-bearing accounts, will be distributed among the eligible 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/Federal Unemployment Tax Act (FUTA)), state or local insurance premiums or taxes.
- b. **Class Members Eligible 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, and whose eligibility is verified (hereinafter, Eligible Class Members). These individuals will be listed on the Final List of Eligible Class Members (Final List). The process of determining the Final List is explained below under Notice Process. 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 a pro rata share of the monetary settlement.
- c. **Individual Payment Amounts.** WRPS will distribute \$157,621.28, less legal deductions required by law from back pay only, in equal shares among all Eligible Class Members.
- d. **Payments to Eligible Class Members.** OFCCP will provide WRPS a list of the payment amount for each Eligible Class Member on the Final List by the date set forth on the Timeline. WRPS will issue checks or make electronic payments to each Eligible Class Member in the stated amount, along with appropriate tax reporting forms (such as W-2 and Internal Revenue Service (IRS) Form 1099) by the date set forth on the Timeline. OFCCP will receive timely documentation of all payments made and any payments returned undelivered or any checks not cashed, as set forth on the Timeline. Any check that remains uncashed 180 days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds, WRPS

will make a second distribution to all Eligible Class Member who cashed their first check, if the amount of such remaining unclaimed funds would result in payment of \$20.00 or more (before adjustments) to each such Eligible Class Member. The second payment will consist of back pay and interest in the same proportion as the first payment. Any undistributed funds will revert to WRPS to be used to conduct training described in Part VI.

- c. **Tax Payments, Forms and Reporting.** WRPS will pay WRPS's share of social security withholdings, and any other tax payments required by law from additional funds separate from the Settlement Fund. WRPS 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, electronically or with the settlement checks, or at the end of the year. No Eligible Class Member will be required to complete a W-4 or W-9 in order to receive payments under this settlement. 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.¹

3. Notice Process

- a. **OFCCP and Contractor Obligations under the Notice Process.** The Notice Process set forth in this agreement is intended to provide Class Members a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. This may include providing notice in multiple relevant languages to the affected workers and through multiple channels if appropriate and providing technical assistance to 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, WRPS 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 WRPS agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
- b. **Notice Documents.** WRPS will distribute Notice Documents to Class Members identified in Attachment A consistent with the sample Notice Documents contained in Attachment C. The Notice Documents may include a Notice, Release of Claims and Information Verification Forms. The Notice Documents may include other materials such as standard OFCCP or U.S. Department of Labor materials, instructions or a cover sheet, job applications, or other information that better enables Class Members to understand their rights and obligations and act on them in a timely manner. The Notice

¹ 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>

Documents will make clear the information about the settlement is being provided by or on behalf of the U.S. Department of Labor. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, the parties will meet and confer on any reasonable modifications of the sample Notice Documents or additions to the materials distributed by WRPS, if proposed by either party.

- c. **Timeline.** Attachment B sets forth the agreed Timeline for Notice and for the parties' other obligations under this Agreement. The parties will meet and confer on any reasonable modifications to the Timeline proposed by either party.
- d. **Search for Class Members.** OFCCP shall provide WRPS with complete contact information in its possession or its authority to obtain on the Class Members by the date set forth in the Timeline.
- e. **Distribution of Mail Notice to Class Members.** WRPS will provide initial notice by regular first-class mail. WRPS will send copies of all of the Notice Documents as defined above, including a postage-paid return envelope, by first class mail to the best available mailing address for each Class Member, by the date set forth in the Timeline. If envelopes from the initial mail notice are returned with forwarding addresses, WRPS will re-mail the Notice Documents within fifteen (15) days of receipt of the forwarding address.

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

- f. **Notice Deadline.** The final deadline for any Class Member to respond to the notice is set forth in the Timeline. The parties will prominently display this deadline on all materials they distribute in paper or online form regarding this Agreement, and explain that failure to respond by this deadline will result in a forfeiture of any relief provided by this Agreement.
- g. **Technical Assistance.** The parties will timely respond to any inquiries from Class Members using information consistent with this Agreement and the Notice Documents and will document all inquiries and the result. OFCCP will provide contact information for individuals to contact OFCCP regarding this Agreement. The parties will prominently display this contact information on all materials they distribute in paper or online form regarding this Agreement. WRPS will provide OFCCP contact information to any Class Member with questions or concerns.
- h. **Exchange of Information Regarding Class Members.** WRPS and OFCCP will timely exchange information regarding Class Members, including updated contact information and the results of any technical assistance provided.

- i. **Final List of Eligible Class Members.** The Final List will include all 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. WRPS will provide to OFCCP any information necessary to determine the Final List.
- j. **Documentation of Payments.** By the deadline set forth in the Timeline, WRPS will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible 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, WRPS will provide a similar documentation on the second distribution.
- k. **Contractor's Expenses.** WRPS will pay all expenses associated with carrying out its duties pursuant to this Section, from funds separate and apart from the amount designated in this Agreement for the Settlement.

V. Additional Individual Relief

1. **Job Opportunities.** WRPS represents it hired [REDACTED] of the Hispanic applicants who were not selected when they applied to the HPT Trainee position during the relevant time period. These individuals were hired into the HPT Trainee position or other WRPS positions which are comparable to or have higher paying wage rates. WRPS is not obligated to offer employment under this Agreement to any individuals.

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

1. Revised Hiring Process.

- a. Eliminate Selection Procedures Allegedly In Violation Of EO 11246: WRPS agrees to continue to cease use of the HPT Trainee Candidate Aptitude Test until the test is validated in accordance with 41 C.F.R. Part 60-3. WRPS agrees to comply with all OFCCP regulations concerning selection procedures, including 41 C.F.R. Part 60-3. WRPS will not use any selection procedure that has an adverse impact, as defined in 41 C.F.R. § 3.4D, on applicants of a particular race/ethnicity unless it properly validates the procedure pursuant to these regulations.
- b. Review and Revision: WRPS will review the practices, policies, procedures it uses to select applicants for the HPT Trainee positions (hereinafter "Hiring Process"), and revise the Hiring Process, in writing, as necessary. Specifically, WRPS will, as necessary:

- i. create a job description and selection process for the HPT Trainee position which describes the essential functions; the minimum qualifications including required skills and certifications; and the criteria used for selection in each step of the hiring process;
 - ii. develop specific, job-related qualification standards for the HPT Trainee position that reflect the duties, functions, and competencies of the position to minimize the potential for race/ethnicity stereotyping or other unlawful discrimination;
 - iii. ensure all policies and qualification standards are uniformly applied to all applicants; and
 - iv. list clearly on its recruiting materials and job postings the minimum qualifications, including required skills and certifications.
- c. Recordkeeping and Retention: WRPS will review their procedures for HPT Trainee hiring to ensure that applicants are tracked, and decisions are documented at each step in the hiring process and will revise these procedures as necessary. WRPS will review their procedures to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3 and will revise these procedures as necessary.
- d. Training: Within 90 calendar days of the Effective Date of this Agreement, WRPS will train all individuals involved in any way in recruiting, selecting, or tracking applicants for the HPT Trainee position on the Hiring Process. The training will include instruction in the following: proper implementation of the recruitment, tracking and selection procedures; neutral application of the specified qualifications and criteria used at each step in the hiring process; procedures to be used to document the decisions made at each step in the hiring process; and the procedures to be used to ensure documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3. WRPS will meet with the individuals responsible for the selection process and review its equal employment obligations and nondiscrimination policies related to hiring. Specific attention will be directed to ensure that Hispanic applicants, who benefit from the provisions of this Agreement, are not retaliated against.
- e. Monitoring: WRPS agrees to monitor selection rates for the HPT Trainee position. If the overall selection process results in adverse impact, WRPS agrees to monitor selection rates at each step of its selection process for the HPT Trainee position. Where it is determined that a selection procedure has an adverse impact, as defined in 41 C.F.R. § 60-3.4D, on the hiring of applicants of a particular race/ethnicity or gender, WRPS will eliminate the procedure, choose an alternative procedure, or validate the procedure in accordance with the Uniform Guidelines on Employee Selection Procedures codified at 41 C.F.R. Part 60-3. WRPS agrees to maintain and make available to OFCCP records concerning the impact of the selection process for the HPT Trainee position at the Richland, Washington establishment. This includes the number of persons hired by race, the number of applicants who applied by race, and the

selection procedures utilized. This information will be maintained until the expiration of this Agreement or as long as required by the regulations, whichever is later.

VII. Technical Violation and Remedy

VIOLATION: During the period January 1, 2019 through December 31, 2019, WRPS failed to maintain and have available one or more of the types of documentation of validity evidence identified in 41 C.F.R. § 60-3.15A(3)(a) for the HPT Candidate Aptitude Test for the HPT Trainee position that had adverse impact, in violation of 41 C.F.R. § 60-3.15.

REMEDY: WRPS will collect, maintain, and have available for each HPT Trainee job, records or other information showing whether the total selection process for that job has an adverse impact. The adverse impact determinations must be conducted for each race or ethnic group that constitutes 2 percent or more of the labor force in the relevant labor area or 2 percent of the applicable workforce. When the total selection process for a job has an adverse impact, WRPS will maintain and have available records or other information showing which components have an adverse impact, including one or more of the types of documentation of validity evidence identified in 41 C.F.R. § 60-3.15A(3)(a).

VIII. OFCCP Monitoring Period

1. **Recordkeeping.** WRPS agrees to retain all records relevant to the violations cited in Sections III and VII above and the reports submitted in compliance with Paragraph 2, 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. WRPS will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Contractor Reports.**
 - a. **Schedule and Instructions.** WRPS agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:
 - i. **Progress Report 1:** The first report will be due on August 1, 2023, and will cover the period January 1, 2023 to June 30, 2023.
 - ii. **Progress Report 2:** The second report will be due on February 1, 2024, and will cover the period July 1, 2023 to December 31, 2023.

Contractor will submit reports to Quanda Evans, Acting Portland Area Office Director, at (b) (7)(C), (b) (6) @dol.gov. WRPS 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 WRPS provides in accordance with this agreement are customarily kept private or closely-held, and WRPS believes should remain confidential under Exemption 4 of FOIA in the event of a FOIA request, WRPS will provide such reports

to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents.

- b. **Reports on Modifications to Personnel Practices.** In each Progress Report WRPS will report on all modifications of personnel practices made to date pursuant to the Agreement and provide documentation of its compliance with the remedy provisions of this Agreement. If any of the relevant documents such as job postings or policies have not been modified since being provided during a prior reporting period, a statement to that effect is sufficient. The reports must include:
- i. The total number of applicants and hires identified by race/ethnicity for the HPT Trainee position at the Richland, Washington establishment during the reporting period.
 - ii. Copies of the adverse impact analyses required by Part VI of this Agreement, including, where necessary, the evaluation of the individual components of the selection process.
 - iii. Where adverse impact is identified in the total selection process for the HPT Trainee position at the Richland, Washington establishment, copies of all applicant flow data, application databases, and job applications. If this data is maintained electronically, WRPS will provide it electronically in Excel format.
 - iv. Confirmation that WRPS has performed the training required by Part VI.1.d.
3. **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 WRPS's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify WRPS in writing within sixty (60) days of the date of the final progress report that WRPS 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 WRPS within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines WRPS has met all of its obligations under the Agreement.

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IX. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Washington River Protection Solutions LLC Richland, WA 99354-1874.

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

Wesley H. Bryan
President and Project Manager
Washington River Protection Solutions LLC
Richland, WA 99354-1874

11/29/22

Date

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

Jane Suhr
Regional Director
OFCCP
Pacific Region

11/30/2022

Date

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

Leigh Jones
District Director
OFCCP
Seattle and Portland Offices

11/30/2022

Date

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

Quanda Evans
Acting Area Office Director
OFCCP
Portland Area Office

11/30/2022

Date

Attachments:

- A. List of Class Members
- B. Timeline
- C. Notice Documents
 - C-1 Notice
 - C-2 Information Verification Form
 - C-3 Release Form

Attachment A: List of Class Members

	Job Title	Name
1	Health Physics Tech Trainee	(b) (6), (b) (7)(C)
2	Health Physics Tech Trainee	
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Attachment B: Timeline

ACTIVITY	DATE
WRPS provides OFCCP with the last known address, telephone number, and email address of all Class Members in Attachment A	12/15/2022
WRPS provides documentation of establishment settlement fund	12/30/2022
WRPS provides current balance of account, list of transactions and the amount of accrued interest on settlement fund	01/29/2023
WRPS Mails Notice Documents (First Mailing)	02/08/2023
Deadline for Class Members to Reply to Notice Documents	03/10/2023
WRPS and OFCCP meet to discuss results of initial mail notice	03/25/2023
OFCCP Provides Updated Contact Information to WRPS	04/09/2023
WRPS Mails Notice Documents (Second Mailing)	04/24/2023
Deadline for Class Members to Reply to Second Notice	05/24/2023
WRPS Provides List of its Determination of Eligible Class Members	06/08/2023
OFCCP Reviews and Approves Final List and Distribution Amounts	06/23/2023
WRPS Mails Back Pay Checks	07/23/2023
First Progress Report Due	08/01/2023
WRPS Notifies OFCCP of Any Checks Returned as Undeliverable and Provides OFCCP Documentation of Payments	08/22/2023
OFCCP Provides Updated Addresses for Checks Returned as Undeliverable	09/01/2023
WRPS Mails Back Pay Checks to New Addresses	10/01/2023
Second Progress Report Due	02/01/2024
Distribution of Remaining Funds to Eligible Class Members	05/13/2024

Attachment C-1 Notice

*You may be eligible to get money because of a legal settlement
between Washington River Protection Solutions 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 Washington River Protection Solutions ("WRPS") that may benefit you. This settlement involves alleged claims of discrimination in selection practices based on a preliminary review. No Preliminary Determination Notice (PDN) or Notice of Violations (NOV) was issued to WRPS by OFCCP in this matter. 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 from WRPS.

ARE YOU AFFECTED?

Certain Hispanic applicants who were not selected for the Health Physics Technician Trainee job at WRPS, between January 1, 2019 through December 31, 2019, may be covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted a review of WRPS's selection practices during January 1, 2019 through December 31, 2019. 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 Hispanic applicants were not hired at the same rate as other applicants. WRPS denies any wrongdoing. Ultimately, OFCCP and WRPS 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 WRPS and OFCCP.

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

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 \$1,043.85 (before adjustments for taxes and payroll contributions). This amount represents your share of back wages and other payments WRPS 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.

To get this benefit, you will need to release or agree to give up certain legal claims, and sign the

enclosed forms.

WHAT IS YOUR NEXT STEP?

You should read this Notice and the enclosed Information Verification and Release forms.

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

To be eligible for a payment, you must complete and sign **both** of the enclosed forms: (1) the Information Verification Form (Attachment C-2) and (2) Release of Claims Under Executive Order 11246 (Attachment C-3) and return the forms to:

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

DEADLINE: The completed and signed forms must be postmarked by [INSERT specific date for First or Second Notice deadline date in Attachment C-1 and C-2]

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 completion and timely submission of these forms, a final decision will be made about your eligibility.

If you fail to complete and 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, or any other benefits that are available to you by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have questions, you may contact OFCCP Regional Technical Expert, (b) (7)(C), (b) (6) at (503) 326- (b) (7)(C), (b) (6). You can also visit the U.S. Department of Labor website about this case at www.dol.gov/ofccp/cml

Attachment C-2

INFORMATION VERIFICATION FORM

You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement ("Agreement") between Washington River Protection Solutions (WRPS) and the Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Address: _____

Telephone Nos.: Home: _____ Cell: _____ Work: _____

Email: _____

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

INSERT
CLAIMS ADMINISTRATOR
ADDRESS

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

☐ Caucasian ☐ African/American/Black ☐ Hispanic ☐ Asian/Pacific Islander ☐
American Indian/Alaskan Native

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE CLAIMS ADMINISTRATOR BY *[date class members must respond]*, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT UNDER THE TERMS OF THIS AGREEMENT.

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

Signature

Date

Attachment C-3

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims (Release) under Executive Order 11246 is a legal document. This document states that in return for Washington River Protection Solutions (WRPS) paying you money, you agree that you will not file any lawsuit against WRPS for alleged hiring discrimination under Executive Order 11246, in connection with its selection procedures for applicants for the Health Physics Technician Trainee position. It also says that WRPS does not admit it violated any laws enforced by OFCCP. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of the payment of at least \$1,043.85 (less deductions required by law) by WRPS to me, which I agree is acceptable, I, (print name) _____, agree to the following:

I.

I hereby waive, release and forever discharge WRPS, 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, which I or my representatives (heirs, executors, administrators, or assigns) have or may have had which relate to my non-selection for employment as a Health Physics Technician Trainee on the basis of my race at any time through the effective date of this Release. By signing this agreement, I agree that I have been made whole for any claim that could have been brought under Executive Order 11246, relating to my non-selection with WRPS through the Effective Date of this Release.

II.

I understand that WRPS denies that it treated me unlawfully or unfairly in any way and that WRPS entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP) and agreed to make the payment described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on December 4, 2019. I further agree that the payment of the aforesaid sum by WRPS to me is not to be construed as an admission of any liability by WRPS.

III.

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

IV.

I understand that if I do not sign this Release and return it to the contact listed on the enclosed Notice to Affected Class Members, by the deadline listed on the Notice, I will not be entitled to receive any payment (less deductions required by law) from WRPS.

I have signed this document of my own free will.

Printed Name

Signature

Date