

**Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
ABM Industry Groups, LLC
OFCCP Case No. R00202221**

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the ABM Industry Groups, LLC (formerly ABM Janitorial Services) (ABM) Branch 55812 Branch AAP establishment located at 59 Innerbelt Rd # 0, Somerville, MA 02143-4416, beginning on December 27, 2016. OFCCP found that ABM failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order).

OFCCP notified ABM of the specific violation(s) and the corrective action(s) required in a Notice of Violation issued on June 22, 2020 (NOV) and in a Show Cause Notice (SCN) issued on July 7, 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 ABM 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 ABM's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and/or VEVRAA based on the violations alleged in the NOV and SCN. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if ABM 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 ABM's compliance with this Agreement. As part of this review, OFCCP may require written reports, interview witnesses, and examine and copy documents. If ABM reopens its Branch 55812 AAP Establishment located at 59 Innerbelt Rd # 0, Somerville, MA while this Agreement is in effect, ABM 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 ABM 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. ABM and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246.
5. ABM 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 ABM submits its final progress report to the extent required in Section VIII, below, unless OFCCP notifies ABM in writing before the expiration date that ABM 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 ABM has met all of its obligations under the Agreement.
11. If ABM violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send ABM a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. The ABM 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 ABM is unable to demonstrate that it has not violated the Agreement, or if OFCCP's alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
 - iv. In the event of a breach of this Agreement by the ABM, 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. ABM may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, 41 C.F.R. 60-741.66 (2014), or 41 C.F.R. 60-300.66 (2014), and/or other appropriate relief for violating this Agreement.
12. ABM neither admits nor denies any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
14. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the OFCCP.
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 C, 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

1. **Violation:** Beginning January 24, 2016 and continuing thereafter, ABM discriminated against female Cleaners in the 9B Service Workers Job Group by paying them less than similarly situated male employees, in violation of 41 CFR § 60-1.4(a)(1).

OFCCP’s review of ABM’s compensation practices for the snapshot dates as of January 24, 2016 through January 24, 2018 found that ABM implemented compensation practices that had an adverse impact on the basis of sex and were not job-related and consistent with business necessity, in violation of Section 202, Paragraph 1 of E.O. 11246, as amended, 41 CFR § 60-1.4(a)(1), and 41 CFR § 60-20.4(d). Specifically, failing to implement pay increases on time, designating male Cleaners in the union as “Leads,” paying male Cleaners more wages for similar work, and discouraging female Cleaners from raising compensation issues with their union representative(s).

IV. Financial Remedy

1. **Settlement Amount**

ABM agrees to pay a total of \$45,000, to resolve the specific violations set forth above. The amount includes \$39,384.77 in back pay and \$5,615.23 in interest.

2. Allocation

- a. **Total Amount to be Allocated.** The back pay and interest amount will be distributed among the eligible individuals 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), state or local insurance premiums or taxes.
- b. **Affected Individuals Eligible to Receive Payments.** The back pay and interest amount will be distributed to all Affected Individuals (identified in Attachment A) who timely respond to the Notice Process as explained below, and whose eligibility is verified (hereinafter, Eligible Individual(s)). These individuals will be listed on the Final List of Eligible Individuals (Final List). The process of determining the Final List is explained below under Notice Process. OFCCP will determine the final amount for each Eligible Individual based on the formula or other terms provided in this Agreement.
- c. **Individual Payment Amounts.** As to the specific violation set forth above, ABM will pay: \$39,384.77 in back pay and \$5,615.23 in interest for a total amount of \$45,000 to be divided and allocated equally among the females, identified in Attachment A, who were working as of January 24, 2016 as Cleaners in Job Group 9B Service Workers and who are identified as Eligible Individuals on the Final List.
- d. **Payments to Eligible Individuals.** OFCCP will provide ABM a list of the payment amount for each Eligible Individual on the Final List by the date set forth on the Timeline. ABM will issue checks or make electronic payments to each Eligible Individual 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. Reasonable efforts will be made to ensure that all Eligible Individuals listed on the Final List have an opportunity to claim their portion of the settlement. Where it is determined that an Eligible Individual did not receive a check or that a check was lost, OFCCP and ABM will work together to provide a replacement check before any funds are redistributed to other class members. 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 Individual will be void. With respect to any uncashed funds, ABM will deposit the monies within sixty (60) days with the State of Massachusetts Department of Treasury, Unclaimed Property Administration, or with the equivalent state agencies of the last known addresses for the Eligible Class Member, in accordance with any and all applicable laws and regulations. No portion of the settlement fund shall revert back, directly or indirectly, to ABM or any affiliate.

- e. **Tax Payments, Forms and Reporting.** ABM will pay its share of social security withholdings, and any other tax payments required by law from additional funds separate from the settlement amount. ABM shall mail to each Eligible Individual 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 Individuals either at the time of payment, electronically or with the settlement checks, or at the end of the year. No Eligible Individual will be required to complete a W-4 or W-9 in order to receive payments under this settlement.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

3. Notice Process

- a. **OFCCP and ABM Obligations under the Notice Process.** The Notice Process set forth in this agreement is intended to provide Affected Individuals a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. This includes providing notice in multiple relevant languages to the affected workers and through multiple channels if appropriate and providing technical assistance to Affected Individuals seeking information about their rights and obligations under this Agreement. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, ABM and OFCCP may 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 ABM agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
- b. **Notice Documents.** ABM will distribute Notice Documents to Affected Individuals identified in Attachment A consistent with the sample Notice Documents contained in Attachment D. The Notice Documents may include a Notice, Release of Claims, and Income Verification Forms. The Notice Documents may also include other materials such as standard OFCCP or U.S. Department of Labor materials, instructions or a cover sheet, or other information that better enables Affected Individuals to understand their rights and obligations and act on them in a timely manner. The Notice Documents will make clear the information about the settlement is being provided by or on behalf of the U.S. Department of Labor. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, the parties will meet and confer on any reasonable

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

² The IRS issued its implementing regulations in January 2021, available at: [Denial of Deduction for Certain Fines, Penalties, and Other Amounts Related Information Reporting Requirements](https://www.federalregister.gov/documents/2021/01/19/2021-00741/denial-of-deduction-for-certain-fines-penalties-and-other-amounts-related-information-reporting) (https://www.federalregister.gov/documents/2021/01/19/2021-00741/denial-of-deduction-for-certain-fines-penalties-and-other-amounts-related-information-reporting)

modifications of the sample Notice Documents or additions to the materials distributed by ABM, if proposed by either party.

- c. **Timeline.** Attachment C sets forth the agreed Timeline for Notice and for the parties' other obligations under this Agreement. The parties will meet and confer on any reasonable modifications to the Timeline proposed by either party.
- d. **Search for Affected Individuals.** OFCCP shall provide ABM with complete contact information in its possession for the Affected Individuals by the date set forth in the Timeline.
- e. **Distribution of Mail Notice to Affected Individuals.** ABM will provide initial notice by regular first-class mail. ABM will send copies of all the Notice Documents as defined above, including a postage-paid return envelope, by first class mail to the best available mailing address for each Affected Individual, by the date set forth in the Timeline. If envelopes from the initial mail notice are returned with forwarding addresses, ABM will re-mail the Notice Documents within five (5) days of receipt of the forwarding address.

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

- f. **Distribution of Notice by Other Means.** ABM 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. These other means will be designed to maximize the ability of Affected Individuals to understand their rights and obligations under this Agreement and act upon them. OFCCP will also conduct independent efforts to communicate with Affected Individuals about this Agreement through official U.S. Department of Labor channels and in partnership with community-based organizations.
- g. **Notice Deadline.** The final deadline for any Affected Individual 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.
- h. **Technical Assistance.** The parties will timely respond to any inquiries from Affected Individuals 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. The ABM will provide OFCCP contact information to any Affected Individual with questions or concerns.

- i. **Exchange of Information Regarding Affected Individuals.** The ABM and OFCCP will timely exchange information regarding Affected Individuals, including updated contact information and the results of any technical assistance provided.
- j. **Final List of Eligible Individuals.** The Final List will include all Affected Individuals who timely respond to the Notice and submit the Information Verification Form and Release of Claims 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 Individuals 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. The ABM will provide to OFCCP any information necessary to determine the Final List.
- k. **Documentation of Payments.** By the deadline set forth in the Timeline, ABM will provide OFCCP with documentation of all payments to Eligible Individuals, including the amounts paid, the date payment was sent, the date payment was received, or the check cashed, and any uncashed or returned checks. ABM will provide copies of cancelled checks upon request.
- l. **ABM's Expenses.** ABM 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. Retroactive Pay Adjustments

In May 2023, ABM provided proof of paying a total of \$12,771.69 in back pay to nineteen (19) Hispanic union Cleaners in the 9B Service Workers Job Group, listed in Attachment B, that OFCCP alleged were being paid wages below the Collective Bargaining Agreement guidelines for their position even when legitimate factors affecting pay were considered.

2. Pay Adjustments

Within 120 days of the Effective Date of this Agreement, ABM will conduct a compensation analysis of all Affected Individuals currently employed as female Cleaners in the 9B - Service Workers Job Group. ABM will investigate and remedy, through salary adjustments, any statistically significant pay disparities identified by ABM based on gender, race and/or ethnicity that cannot be explained by legitimate factors.

Twelve months after the initial compensation analysis required above, ABM will conduct an additional compensation analysis of all Affected Individuals currently employed as

female Cleaners in the 9B - Service Workers Job Group. ABM will investigate and remedy, through salary adjustments, any statistically significant pay disparities identified by ABM based on gender, race and/or ethnicity that cannot be explained by legitimate factors.

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

- 1. Eliminate Discriminatory Compensation Practices:** ABM agrees to immediately cease using compensation practices that, as of January 24, 2016, negatively affected the hourly compensation of female Cleaners in the 9B Service Workers Job Group and will adjust any policies or practices that had that effect. Specifically, but not limited to those outlined in Violation 1.
- 2. Evaluation:** If ABM reopens its Branch 55812 AAP Establishment located at 59 Innerbelt Rd # 0, Somerville, MA while this Agreement is in effect, ABM will conduct a study of the 9B Service Workers Job Group to evaluate and report whether promotion decisions, job classification, performance evaluation ratings, procedures for assigning work, the availability of training opportunities, bonus determinations, starting salaries, leave policies, steering, and/or distribution of transfer opportunities has a disproportionately negative effect on the compensation of female Cleaners in the 9B Service Workers Job Group.
- 3. Implement Improved Policies:** If ABM reopens its Branch 55812 AAP Establishment located at 59 Innerbelt Rd # 0, Somerville, MA while this agreement is in effect, ABM will develop and write new policies to eliminate all practices identified in VI.2 that had a disproportionately negative effect on the compensation of female Cleaners in the 9B Service Workers Job Group.
- 4. Training:** If ABM reopens its Branch 55812 AAP Establishment located at 59 Innerbelt Rd # 0, Somerville, MA while this Agreement is in effect, ABM will train all individuals involved in the process of determining compensation for female Cleaners in the 9B Service Workers Job Group on all new and revised policies, procedures, and programs developed under this Agreement.
- 5. Self-monitoring/Auditing:** If ABM reopens its Branch 55812 AAP Establishment located at 59 Innerbelt Rd # 0, Somerville, MA while this Agreement is in effect, ABM will monitor base salary on an annual basis as well as the administration of non-base compensation for any indication of disparities based on gender, race and/or ethnicity. If any disparities are statistically significant, ABM will investigate and remedy any such inequity.

VII. Technical Violations and Remedies

- 1. Violation:** from November 1, 2014 through October 31, 2016, ABM failed to collect and maintain accurate personnel and employment records and perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist, in violation of 41 CFR § 60-1.12(a) and 41 CFR § 60-2.17(b). Specifically, ABM failed to evaluate compensation systems applicable to female

Cleaners in the 9B Service Workers Job Group to determine whether there was gender-, race- or ethnicity-based pay disparities, as required by 41 CFR § 60-2.17(b).

Remedy: If ABM reopens its Branch 55812 AAP Establishment located at 59 Innerbelt Rd # 0, Somerville, MA while this Agreement is in effect, ABM will perform in-depth analyses of its total employment processes to determine whether and where impediments to equal employment opportunity exist, as required by 41 CFR § 60-2.17(b)-(d). Specifically, ABM will evaluate its compensation systems to determine whether and where impediments to equal opportunity exist as to female Cleaners in the 9B Service Workers Job Group.

2. **Violation:** During the period November 1, 2014 through October 31, 2016, ABM failed to develop and implement an internal audit and reporting system that periodically measures the effectiveness of its affirmative action program (AAP) as required by 41 CFR § 60-2.17(d)(1)-(4). Specifically, OFCCP found that ABM failed to identify barriers in the compensation system that precluded female Cleaners in the 9B Service Workers Job Group from being compensated equitably with respect to gender.

Remedy: If ABM reopens its Branch 55812 AAP Establishment located at 59 Innerbelt Rd # 0, Somerville, MA while this Agreement is in effect, ABM will develop and implement an internal audit and reporting system that periodically measures the effectiveness of its affirmative action program (AAP), in accordance with 41 CFR § 60-2.17(d)(1)-(4). Specifically, ABM will as to the female Cleaners in the 9B Service Workers Job Group:

- a. Monitor records of all compensation to ensure the nondiscriminatory policy is carried out;
- b. Require internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organization objectives are attained;
- c. Review report results with management; and
- d. Advise top management of program effectiveness and submit recommendations to improve unsatisfactory performance.

VIII. OFCCP Monitoring Period

ABM will submit documentation of monetary payments to all Eligible Individuals as specified in Part IV, along with any Report required by this Agreement, to:

U.S. Department of Labor, OFCCP
Attn: Joanne Karayiannidis, District Director
New Jersey District Office
200 Sheffield Street, Room 102
Mountainside, NJ 07092
E-mail: (b) (6), (b) (7)(C)@dol.gov

1. **Recordkeeping.** If ABM reopens its Branch 55812 AAP Establishment located at 59 Innerbelt Rd # 0, Somerville, MA at any time while this Agreement is in effect, ABM agrees to retain all records relevant to Part III through Part VIII. These records include but are not limited to underlying data and information such as Human Resources Information System (HRIS) and payroll data, personnel records, and any other records or data used to generate the required reports. ABM will retain the records until this Agreement expires or for the time consistent with regulatory requirements, whichever is later.
2. **ABM Progress Reports.** In order for OFCCP to monitor ABM's progress toward fulfilling the provisions of this Agreement, and to ensure that the above violations will not recur, if ABM reopens its Branch 55812 AAP Establishment located at 59 Innerbelt Rd # 0, Somerville, MA at any time while this Agreement is in effect, ABM will submit two (2) progress reports ("Progress Reports"), as follows:

Progress Report # 1: Due October 31, 2024, and covering the period October 1, 2023, to September 30, 2024.

Progress Report # 2: Due October 31, 2025, and covering the period October 1, 2024, to September 30, 2025.

Each Report will have the following contents:

- a. **ABM Facility Status.** Certification that ABM's Branch 55812 AAP Establishment located at 59 Innerbelt Rd # 0, Somerville, MA has reopened or remained closed.
- b. **Reports on Pay Adjustments.** If ABM reopens its Branch 55812 AAP Establishment located at 59 Innerbelt Rd # 0, Somerville, MA at any time while this Agreement is in effect, ABM will report on all pay adjustments for those employees whom ABM determines merit a salary adjustment pursuant to ABM's policies and procedures and principles of fair pay pursuant to the Agreement. Documentation will also include the names of individuals offered higher-paying work, gender, race and ethnicity of each individual, the start date for the higher-paid position or adjustment, and the rate of pay.
- c. **Training.** If ABM reopens its Branch 55812 AAP Establishment located at 59 Innerbelt Rd # 0, Somerville, MA at any time while this Agreement is in effect, ABM will submit documentation that all managers, supervisors, and other personnel involved in making compensation decisions for Cleaners in the 9B Service Workers Job Group received training on ensuring equity in salary administration. The documentation will include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed during the training, and the name and job title of each person who conducted the training.

- d. **Report on Internal Audit.** If ABM reopens its Branch 55812 AAP Establishment located at 59 Innerbelt Rd # 0, Somerville, MA at any time while this Agreement is in effect, ABM will monitor hourly rate as well as the administration of hourly rate compensation for any indication of disparities based on gender among the Cleaners in the 9B Service Workers Job Group. As part of this monitoring ABM will conduct an analysis to determine if any disparities are statistically significant against females Cleaners in the 9B Service Workers Job Group, ABM will provide a report of their findings and remedy any such inequity. The report will include the analysis conducted including the corresponding compensation data and documentation, as applicable, naming the employees and their gender and race/ethnicity who received a salary adjustment and the amount of each adjustment.
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 ABM's final progress report as applicable and as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify ABM in writing within sixty (60) days of the date of the final progress report that ABM has not fulfilled all 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 ABM within the allotted time that it has not fulfilled all its obligations, this Agreement is automatically extended until the date that OFCCP determines ABM has met all of its obligations under the Agreement.

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

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

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Attachments:

- A. List of Affected Female Cleaners.
- B. List of Affected Hispanic Cleaners.
- C. Timeline
- D. Notice, Information Verification Form, and Release of Claims

ATTACHMENT A

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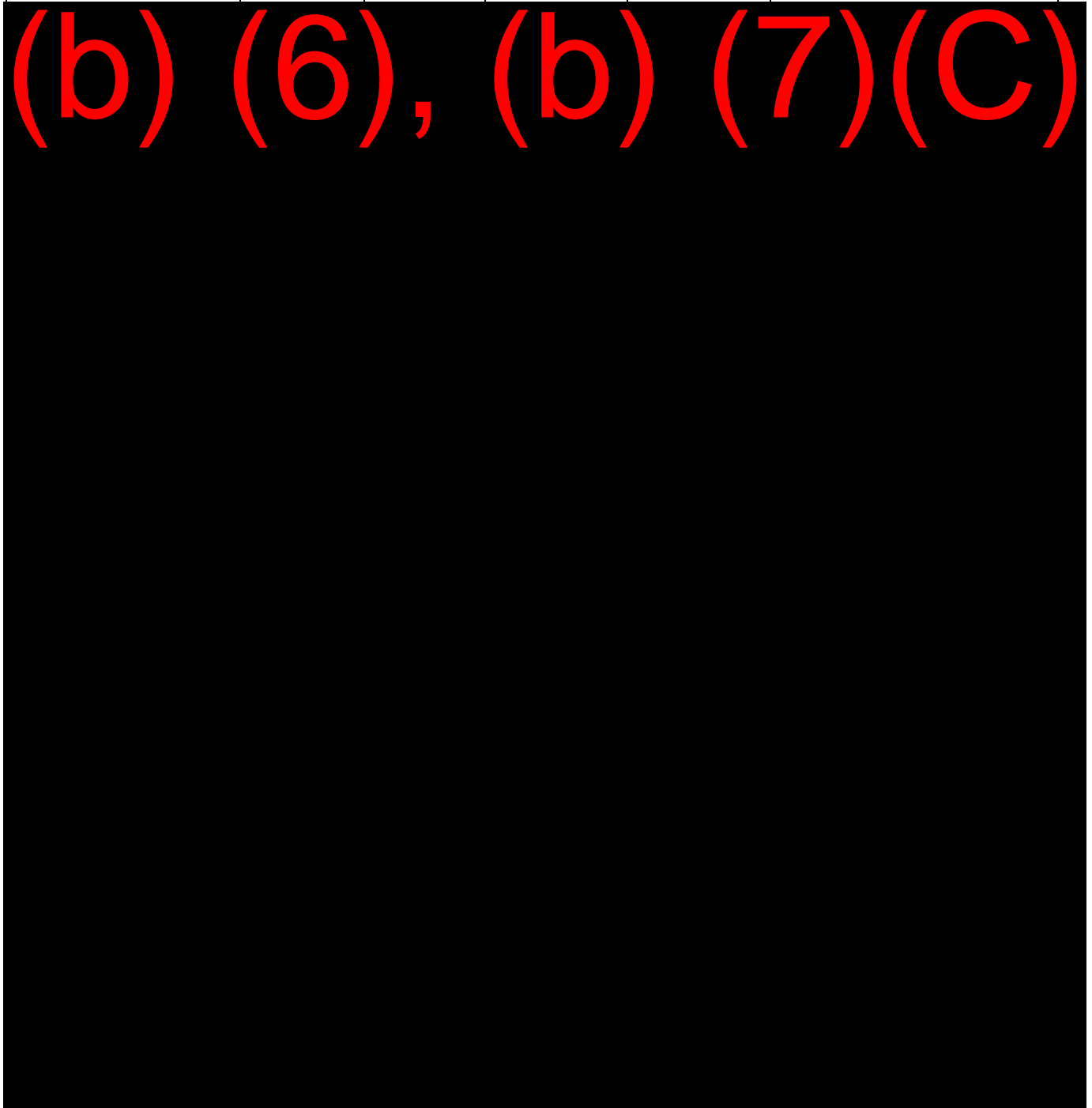
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ATTACHMENT B

Affected Individual Name	Race	Gender	INTEREST	BACKPAY	TOTAL
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ATTACHMENT C

TIMELINE

ACTIVITY	DATE
ABM mails First Notice Documents	TBD (45 Days from Effective Date)
ABM sends results of the mailing, which have been returned undeliverable, remailed, etc. every week.	TBD (50 Days from Effective Date)
ABM Notifies OFCCP of Undeliverable Mailings and Affected Individuals who have Not Responded to the Notice Documents	TBD (60 Days from Effective Date)
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.	TBD (70 Days from Effective Date)
OFCCP Provides ABM with Updated Addresses for Affected Individuals	TBD (90 Days from Effective Date)
ABM mails Second Notice Documents	TBD (105 Days from Effective Date)
Postmark Deadline for Affected Individuals to Reply to Second Notice Documents	TBD (130 Days from Effective Date)
ABM Provides OFCCP a List of its Determination of Eligible Individuals and Copies of any Incomplete and/or Unacceptable Forms	TBD (145 Days from Effective Date)
OFCCP Reviews and Approves Final List and Determination Amounts	TBD (160 Days from Effective Date)
ABM Mails Backpay Checks	TBD (180 Days from Effective Date)
ABM Notifies OFCCP with notification of disbursement of monetary settlement, any checks uncashed or returned undeliverable, and any payments returned undelivered.	TBD (15 Days of Check Clearing or Otherwise)
OFCCP Provides Updated Addresses	TBD (15 Days of Receipt of Undeliverable Notice)
ABM Mails Backpay Checks to New Addresses	TBD (25 Days of OFCCP Providing Updated Addresses)
ABM Deposits Uncashed Funds from Second Distribution with the State of Massachusetts Department of Treasury, Unclaimed Property Administration, or with the Equivalent State Agencies of the Last Known Addresses for the Eligible Individuals	Between 180 and 240 Days after the Distribution of Backpay checks
ABM will Provide OFCCP with documentation of all	TBD (200 Days from Distribution of

Payments to Eligible Individuals including the amounts paid, the date the check was sent, the date the check was cashed, and any uncashed/remaining funds.	Funds)
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ATTACHMENT D-1

NOTICE TO AFFECTED CLASS

Dear [name]:

ABM and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (Agreement) to remedy alleged violations of Executive Order 11246 (E.O. 11246) that OFCCP found during a compliance review of ABM's Somerville facility. OFCCP's analysis showed that since January 24, 2016, ABM has paid female Cleaners less per hour than males with the same job at the same location. ABM denies any violation of E.O. 11246 and there has not been any adjudicated finding that ABM violated any laws. OFCCP and ABM entered into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as one of the individuals who worked as a Cleaner. Under the Agreement, you may be eligible to receive a payment of at least \$459.184 (less deductions required by law). Under the terms of the Agreement, it may take up to eight (8) months from the date of this letter before you receive your payment. To be eligible for a payment, you must complete, sign, and return the enclosed Information Verification and Release of Claims Form. This form should be mailed as soon as possible to the address below. **For you to be eligible to participate in the settlement, your documents must be received by [insert date by which Individuals must respond].**

**[ABM Representative Name]
[Position]
[ABM]
[Business Address]**

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification Form and Release of Claims Form.

If you have any questions you may call [name] at [ABM] at [phone number], or Compliance Officer [name] at [phone number]. Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENT(S) TO ABM BY [insert date by which Individuals must respond], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

Sincerely,
[ABM Representative Name]
Enclosures

ATTACHMENT D-2

INFORMATION VERIFICATION FORM

You must complete this form to be eligible for the monetary payment under the terms of the Conciliation Agreement (Agreement) between ABM 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 ABM at the address below if your address, email address or phone number changes within the next twelve (12) months.

**[ABM Representative Name]
[Position]
[ABM]
[Business Address]**

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW BY [DATE INDIVIDUALS MUST RESPOND], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

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

Signature

Date

ATTACHMENT D-3

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246, AS AMENDED

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 (Release) under Executive Order 11246, as amended, is a legal document. The document states that in return for ABM paying you money, you agree that you will not file any lawsuit against ABM for allegedly violating Executive Order 11246, as amended, for its compensation based on your gender as it pertains to your job as a Cleaner. It also says that ABM does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of payment by the ABM to me of \$459.18 (less deductions required by law), which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge ABM, 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 to my compensation as a Cleaner on the basis of my 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 ABM through the Effective Date of this Release.

II.

I understand that ABM denies that it treated me unlawfully or unfairly in any way and that ABM 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 December 27, 2016. I further agree that the payment of the aforesaid sum by ABM to me is not to be construed as an admission of any liability by ABM.

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

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

Printed Name

Signature