

Early Resolution Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
UniFirst Corporation
OFCCP Case No. R00304624

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated UniFirst Corporation's (UniFirst) establishment located at 54 S. Jefferson Road, Location 59, Whippany, NJ 07999, beginning on August 25, 2021. OFCCP alleges that UniFirst failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), and its implementing regulations at 41 C.F.R. Chapter 60.

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 UniFirst 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 UniFirst's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246 based on the allegations described in more detail below. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if UniFirst 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 UniFirst'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. UniFirst 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 UniFirst of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended (Section 503), the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA), their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. UniFirst and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246.

5. UniFirst 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 UniFirst submits its final progress report required in Part VIII, below, unless OFCCP notifies UniFirst in writing before the expiration date that UniFirst 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 UniFirst has met all of its obligations under the Agreement.
11. If UniFirst violates this Agreement:
 - a. The procedures at 41 C.F.R. § 60-1.34 will govern:
 - i. OFCCP will send UniFirst a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. UniFirst 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 former employees.
 - iii. If UniFirst 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 UniFirst, 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. UniFirst 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. UniFirst 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 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

1. **Violation:** Beginning July 1, 2020, OFCCP alleges that its preliminary analysis indicated that UniFirst paid female employees in Production non-supervisory positions less than similarly qualified male employees, in violation of 41 CFR § 60-1.4(a)(1) and 41 CFR §60-20.4.

IV. Financial Remedy

1. Settlement Amount

UniFirst agrees to pay a total of \$226,341 (broken down as \$204,159.58 in back pay and \$22,181.42 in interest) to resolve the allegations set forth herein. The settlement amount is a negotiated amount that represents estimated back pay and accrued interest. UniFirst's share of statutory taxes/contributions on the portion representing back pay, such as Federal Income Contributions Act (FICA) and Federal Unemployment Tax Act (FUTA) or other federal, state and/or local taxes, is not part of the settlement amount.

2. Allocation

- a. **Total Amount to be Allocated.** The back pay and interest amounts of the Settlement Amount will be distributed among the eligible individuals as explained in this Part. 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.

As set forth in this Part, the Settlement 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. Each Eligible Individual will receive an equal share of the Settlement Amount. OFCCP will determine the final amount for each Eligible Individual based on the formula or other terms provided in this Agreement.

- c. Payments to Eligible Individuals.** OFCCP will provide UniFirst a list of the payment amount for each Eligible Individual on the Final List by the date set forth on the Timeline. UniFirst will issue direct deposit or checks 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. OFCCP will receive timely documentation of all payments made and any payments returned undelivered, or any checks not cashed, as set forth in 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 UniFirst will work together to provide a replacement check before any funds are redistributed to other class members. 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, UniFirst will deposit the monies within thirty (30) days with the state agency responsible for unclaimed funds of the last known address for the Eligible Individual, in accordance with any and all applicable laws and regulations.¹ No portion of the settlement fund shall revert back, directly or indirectly, to UniFirst or any affiliate.

- d. Tax Payments, Forms and Reporting.** UniFirst will pay its share of social security withholdings, and any other tax payments required by law from additional funds separate from the settlement proceeds. UniFirst 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.²

¹ In New Jersey, the agency is the State of New Jersey Department of Treasury, Unclaimed Property Administration.

² 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).

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.³

3. Notice Process

- a. **OFCCP and UniFirst 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 Individuals 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, UniFirst 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 UniFirst agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
- b. **Notice Documents.** UniFirst will distribute Notice Documents to Affected Individuals identified in Attachment A consistent with the sample Notice Documents contained in Attachments C, D, and E. The Notice Documents include a Notice, Release of Claims, and Information Verification Forms. 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 modifications of the sample Notice Documents or additions to the materials distributed by UniFirst, 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 Affected Individuals.** OFCCP shall provide UniFirst with complete contact information in its possession or its authority to obtain on the Affected Individuals by the date set forth in the Timeline.
- e. **Distribution of Mail Notice to Affected Individuals.** UniFirst will provide an initial notice, Release of Claims, and Information Verification by regular first-class mail. UniFirst 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

³ 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>)

for each Affected Individual, by the date set forth in the Timeline. If envelopes from the initial mail notice are returned with forwarding addresses, UniFirst will re-mail the Notice Documents within fourteen (14) 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.** UniFirst 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.
- 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. UniFirst will provide OFCCP contact information to any affected individual with questions or concerns.
- i. **Exchange of Information Regarding Affected Individuals.** UniFirst 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, fully completed, 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. UniFirst will provide to OFCCP any information necessary to determine the Final List.

- k. **Documentation of Payments.** By the deadline set forth in the Timeline, UniFirst 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. UniFirst will provide copies of cancelled checks upon request.
- l. **UniFirst's Expenses.** UniFirst 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. Analyses and Pay Adjustments

UniFirst will conduct regression analyses of compensation for production non-supervisor using payroll data that is current as of January 1, 2024, and January 1, 2025. Each regression analysis will control for employee's job title, time in company, time in company squared (which captures diminishing wage growth after maximum rate for position has been exceeded), gender, and "lead" designation. If the regression analysis results in a statistically significant test statistic (t-statistic) of -1.96 or less adverse to females in production non-supervisor, UniFirst agrees to remedy, through salary adjustments, the affected female(s) within 30 days after conducting the regression analysis.

The statistical model described herein is to be used by the parties for these settlement purposes only, and it shall not be construed as precedent in any future OFCCP investigations, proceedings, or other conciliation agreements. If at any point during the term of this Agreement OFCCP or UniFirst believes the model needs to be revised, it will give notice to the other party, explaining the reasons for any proposed changes to the model. This notice will be provided with sufficient lead time so as not to delay annual analyses and reports under this Agreement.

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

UniFirst will ensure that all employees are afforded equal employment opportunities and will continue to review, and as necessary, revise its compensation practices, and continue to monitor and oversee its practices to ensure that its salaries provide an equal opportunity for all of its employees, as required by 41 C.F.R. § 60-1.4(a)(1). UniFirst agrees to continue or to implement the corrective actions detailed below.

1. **Evaluation:** Within sixty (60) days of the Effective Date of this Agreement, UniFirst will evaluate 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 have a disproportionately negative effect on the compensation of female non-supervisory employees in production non-supervisor positions.

Within forty (40) days of the Effective Date of this Agreement, UniFirst will submit a certification to OFCCP that it has evaluated its compensation system for employees in production non-supervisor positions and will report to OFCCP 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 have a disproportionately negative effect on the compensation of female non-supervisory employees in production non-supervisor positions.

2. **Implement Improved Policies:** Within sixty (60) days of the Effective Date of this Agreement, UniFirst will develop and revise, as necessary, policies to eliminate all practices identified in Part VI.1 that have a disproportionately negative effect on the compensation of females in Production non-supervisory positions.

Within seventy (70) calendar days of the Effective Date of this Agreement, UniFirst will submit a copy of the revised written compensation policies to OFCCP.

3. **Training:** Within 120 days of the Effective Date of this Agreement, UniFirst will train all individuals involved in determining compensation for employees in Production non-supervisory positions on all new and revised policies, procedures, and programs developed under this Agreement.

Within 160 days of the Effective Date of this Agreement, UniFirst will submit documentation to OFCCP that the individuals who are involved in determining compensation for employees in Production non-supervisory positions received training on all new and revised policies, procedures, and programs developed under this Agreement. 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.

VII. Alleged Technical Violations and Remedies

1. **Violation:** UniFirst 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, UniFirst failed to evaluate compensation systems applicable to females employed in Production non-supervisory positions to determine whether there was gender-based pay disparities, as required by 41 CFR § 60-2.17(b).

Remedy: UniFirst 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, UniFirst will evaluate its compensation systems to determine whether and where impediments to equal opportunity exist as to female employees employed in Production non-supervisory positions.

2. **Violation:** UniFirst failed to develop and implement an internal auditing system 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, UniFirst failed to identify barriers in the compensation system with respect to gender.

Remedy: UniFirst will develop and implement an internal auditing system and reporting system that periodically measures the effectiveness of its affirmative action program in accordance with 41 CFR §60-2.17(d)(1)-(4), including identifying barriers to equal employment opportunity, particularly regarding female employees, when administering its pay practices for the production non-supervisor the internal audit and reporting system must include the following:

- a. Monitoring records of all compensation to ensure that its nondiscriminatory policy is carried out;
- b. Requiring internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained;
- c. Reviewing report results with all levels of management; and
- d. Advising top management of program effectiveness and submitting recommendations to improve unsatisfactory performance.

VIII. OFCCP Monitoring Period

UniFirst will submit documentation of monetary payments along with any reports 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)

UniFirst and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent the reports UniFirst provides in accordance with this Agreement are customarily kept private or closely held, and UniFirst believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, UniFirst 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.

1. **Recordkeeping.** UniFirst 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. UniFirst will retain the

records until this Agreement expires or for the time consistent with regulatory requirements, whichever is later.

2. **UniFirst Progress Reports.** UniFirst 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. **Reports on Analyses and Pay Adjustments.** Pursuant to Part V of this Agreement, in each Progress Report, UniFirst will provide the results of its regression analyses, the underlying data used for those analyses, and documentation describing all pay adjustments, if applicable. The documentation will include the amount of each adjustment, the date each adjustment will be/was made, and the gender of each individual receiving an adjustment.
 - b. **Affirmative Action Programs.** With each Progress Report, UniFirst will submit its current year AAP narratives for E.O. 11246.
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 UniFirst's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify UniFirst in writing within sixty (60) days of the date of the final progress report that UniFirst 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 UniFirst within the allotted time that it has not fulfilled all its obligations, this Agreement is automatically extended until the date that OFCCP determines UniFirst has met all of its obligations under the Agreement.

IX. Signatures

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and UniFirst Corporation, 54 S. Jefferson Road, Location 59, Whippany, NJ 07999.

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

Michael C. Patrick
Vice President Legal Affairs
UniFirst Corporation

Date: 9/27/2023

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

Samuel B. Maiden
Acting Regional Director
OFCCP - Northeast Region

Date: 09/28/2023

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

Joanne Karayiannidis
District Director
New Jersey District Office
OFCCP - Northeast Region

Date: 9/27/2023

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

Lawrence Pannowitz
Assistant District Director
New Jersey District Office
OFCCP - Northeast Region

Date: 9/27/2023

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

Compliance Officer
New Jersey District Office
Northeast

Date: 9/27/2023

Attachments:

- A. List of Affected Individuals
- B. Timeline
- C. Notice Documents
- D. Information Verification Forms
- E. Release of Claims Form

ATTACHMENT A: LIST OF AFFECTED INDIVIDUALS

#	Employee ID	Last Name, First Name	#	Employee ID	Last Name, First Name
1.	(b) (6), (b) (7)(C)		19.	(b) (6), (b) (7)(C)	
2.			20.		
3.			21.		
4.			22.		
5.			23.		
6.			24.		
7.			25.		
8.			26.		
9.			27.		
10.			28.		
11.			29.		
12.			30.		
13.			31.		
14.			32.		
15.			33.		
16.			34.		
17.			35.		
18.			36.		
37.			43.		

#	Employee ID	Last Name, First Name	#	Employee ID	Last Name, First Name
38.	(b) (6), (b) (7)(C)		44.	(b) (6), (b) (7)(C)	
39.			45.		
40.			46.		
41.			47.		
42.			48.		

ATTACHMENT B: TIMELINE

ATTACHMENT B: TIMELINE

	Activity	Number of Days from Effective Date	Due Date
1.	UniFirst sends copies of all the Notice Documents, including a postage-paid return envelope, by first class mail to the best available mailing address for each affected individual.	30	October 30, 2023
2.	UniFirst sends results of the mailing, which have been returned undeliverable, to OFCCP every week.	45	November 12, 2023
3.	UniFirst sends OFCCP a list of the affected individuals who did not respond to the first Notice Documents and notifies OFCCP of any deficiencies in submitted forms (missing signatures, etc.).	70	December 7, 2023
4.	The parties will meet and confer to assess the results of the initial mail notice and to ensure that the second round of mail notice maximizes the potential response rate.	75	December 12, 2023
5.	OFCCP provides UniFirst with updated addresses for affected individuals.	90	December 27, 2023
6.	UniFirst sends second Notice Documents to affected individuals for whom OFCCP found updated addresses who failed to respond to the first mail notice.	100	January 6, 2024
7.	Postmark Deadline for Affected Individuals to reply to Notice Documents.	130	February 5, 2024
8.	UniFirst provides OFCCP a list of its determination of Eligible Individuals and copies of any incomplete and/or unacceptable forms.	145	February 20, 2024
9.	OFCCP reviews and approves a Final List and determination amounts.	160	March 6, 2024

10.	UniFirst issues checks to each Eligible Individuals on Final List.	180	March 26, 2024
11.	UniFirst notifies OFCCP of disbursement of monetary settlement and any payments returned undelivered.	210	April 25, 2024
12.	OFCCP attempts to contact individuals with returned checks and provides best available contact information for returned checks.	230	May 15, 2024
13.	UniFirst reissues checks to updated addresses OFCCP provides.	250	June 4, 2024
14.	UniFirst notifies OFCCP of any uncashed checks.	280	July 4, 2024
15.	OFCCP attempts to contact individuals with uncashed checks and provides UniFirst with any updated addresses if applicable.	300	July 24, 2024
16.	UniFirst provides OFCCP with documentation of all payments to Eligible Individuals	330	August 23, 2024

ATTACHMENT C

NOTICE TO AFFECTED INDIVIDUALS

Dear [name]:

UniFirst Corporation (UniFirst) and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (Agreement) to remedy the alleged violations of Executive Order 11246 (E.O. 11246) that OFCCP found during a compliance review of UniFirst's 54 S. Jefferson Road, Location 59, Whippany, NJ facility. OFCCP's preliminary analysis showed that since August 25, 2021, UniFirst paid females in Production non-supervisory positions less than males in similar positions. UniFirst has not admitted to any violation of E.O. 11246 and there has not been any adjudicated finding that UniFirst violated any laws. OFCCP and UniFirst 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 in a Production non-supervisory position during the relevant period. Under the Agreement, you may be eligible to receive a payment, of at least \$ [insert minimum equal distribution] less deductions required by law. Under the terms of the Agreement it may take up to six (6) months from the date of this letter before you receive your payment. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification and Release of Claims forms. These forms should be completed and mailed as soon as possible to the address below. **In order for you to be eligible to participate in the settlement, your documents must be postmarked no later than [date].**

[UniFirst Representative Name]

[Position]

UniFirst Corporation

[UniFirst 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 UniFirst at [phone number], or OFCCP Compliance Officer (b) (6), (b) (7)(C) at (908) (b) (6), (b) (7)(C). Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENT(S) TO UNIFIRST WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE AS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

Sincerely,

[UniFirst Name]

Enclosures

Information Verification Form
Release of Claims Form

ATTACHMENT D

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 UniFirst Corporation 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 UniFirst at the address below if your address, email address or phone number changes within the next twelve (12) months.

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

[UniFirst Representative Name]

[Position]

[UniFirst Address]

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

Signature

Date

ATTACHMENT E

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 UniFirst Corporation (UniFirst) paying you money, you agree that you will not file any lawsuit against UniFirst for allegedly violating Executive Order 11246, as amended, in its compensation of females in Production non-supervisory positions. It also says that UniFirst 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 UniFirst to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge UniFirst, 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 that relate to my compensation 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 UniFirst through the Effective Date of this Release.

II.

I understand that UniFirst denies that it treated me unlawfully or unfairly in any way and that UniFirst 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 August 25, 2021. I further agree that the payment of the aforesaid sum by UniFirst to me is not to be construed as an admission of any liability by UniFirst.

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 UniFirst.

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

Printed Name

Signature