

Early Resolution Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
and  
Omni Corporation

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated the Omni Corporation (“Omni”) establishment located at 1131 Chapel Crossing Road, Building 187, Glynco, GA 31524. During the compliance review of Omni, OFCCP alleged Omni is not in compliance with Executive Order 11246, as amended (“E.O. 11246” or the “Executive Order”) and its implementing regulations at 41 Code of Federal Regulations (“CFR”) Chapter 60, Sections 60-1 through 60-3. OFCCP has not issued any formal notice of alleged violations regarding Omni and there have not been any adjudicated findings. Omni denies the allegations.

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

The attachments to this Agreement are incorporated herein.

**II. General Terms and Conditions**

1. In exchange for Omni’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 alleged violations described in Section III below. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Omni 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 Omni’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. Omni will permit access to its premises during normal business hours for these purposes. Omni will also provide OFCCP with all hard copy or electronic reports OFCCP requests within 30 days of the request, except that all documents and reports directly provided for this Agreement shall be due according to the due dates prescribed herein.
3. Nothing in this Agreement relieves Omni 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, as amended (VEVRAA), their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. Omni and OFCCP agree that any release of claims required by this Agreement will only

pertain to claims of hiring discrimination under E.O. 11246.

5. Omni 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 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 Southeast 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 Omni submits its final progress report required in Section VIII below, unless OFCCP notifies Omni in writing before the expiration date that Omni 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 Omni has met all of its obligations under the Agreement.
11. If Omni violates this Agreement:
  - a. The procedures at 41 CFR 60-1.34 and/or 41 CFR 60-300.63 will govern:
    - i. OFCCP will send Omni a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. Omni 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 Omni 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 the Omni, 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. Omni may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 CFR 60-1.27 and/or other appropriate relief for violating this Agreement.
12. This Agreement does not constitute an admission by Omni of any violation or of noncompliance with 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 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 (“the Timeline”), 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 Violations**

1. **Alleged Sex Discrimination in Placements:** OFCCP alleges that Omni is not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 Section 202 and 41 CFR 60-1.4(a)(1). Specifically, OFCCP’s analysis of Omni’s placement of new hires into the Entry Level Craft Workers, Entry/Mid-Level Clerical, and Entry Level Service Workers job groups during the period January 1, 2019, to June 30, 2020 revealed that female hires were disproportionately hired into lower paying Desk Clerk and Housekeeping positions as compared to male hires, who were more likely to be hired into higher-paying General Maintenance Worker positions. This resulted in a shortfall of 2 female hires in the General Maintenance Worker position.

### **IV. Financial Remedy**

#### **1. Discrimination Settlement Fund**

- a. **Settlement Fund Account.** Within fourteen (14) days after the Effective Date, Omni will deposit a total of \$64,000.00 in an FDIC-insured interest-bearing account maintained by Omni at the prevailing interest rate. By the deadline set forth in the Timeline, Omni 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, Omni will provide OFCCP with 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 arising from the alleged violations. Omni'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 Fund. Omni will be responsible for any banking account fees related to the Settlement Fund.

- b. **Specific Settlement Fund Amounts.** The total Settlement Fund amount of \$64,000.00 includes \$57,600.00 in back pay and \$6,400.00 in interest to resolve specific violations set forth in Section III.

## 2. Allocation

- a. **Total Amount to be Allocated.** The backpay and interest amounts of the Settlement Fund, plus any additional interest that accrues on these interest-bearing accounts, will be distributed as explained in this Section 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 "Class Member(s)").<sup>1</sup> 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. **Eligibility to Receive Payments.** The Settlement Fund will be distributed to all Class Members listed on the Final List of Class Members ("Final List"). The process of determining the Final List is explained below under Notice Process. The Settlement Fund will be distributed to the Class Members on the Final List in equal shares. All Class Members are entitled to their share of the monetary settlement regardless of whether they are currently employed or interested in employment with Omni.
- c. **Payments to Class Members.** OFCCP will provide Omni a list of the payment amount for each Class Member on the Final List by the date set forth on the Timeline. Omni will issue checks or make electronic payments to each 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. Reasonable efforts will be made to ensure that all Class Members listed on the Final List have an opportunity to claim their portion of the settlement. Where it is determined that a Class Member did not receive a check or that a check was lost, OFCCP and Omni will work together to

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<sup>1</sup> With respect to the financial remedy, the term "Class Member(s)" refers to the individuals listed in Attachment A that timely respond to the Notice Process as explained below, even if they are currently employed by Omni.

provide a replacement check before any funds are redistributed to other class members. Any checks that remain uncashed 120 days after the initial date checks were mailed to the Class Members will be void. With respect to any uncashed funds, Omni will make a second distribution to all Class Members who cashed their first check by the deadline set forth in the Timeline. Any second distribution check that remains uncashed 90 days after the date the second distribution was mailed to the Class Member will be void. Omni will use all remaining funds in support of equal opportunity training.

- d. **Tax Payments, Forms, and Reporting.** Omni will pay Omni's share of social security withholdings and any other tax payments required by law from additional funds separate from the Settlement Fund. Omni shall mail to each 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 Class Members either at the time of payment, electronically or with the settlement checks, or at the end of the year. No Class Member will be required to complete a W-4 or W-9 in order to receive payments under this settlement.<sup>2</sup> 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.<sup>3</sup>

### 3. Notice Process

- a. **OFCCP and Omni Obligations under the Notice Process.** The Notice Process set forth in this Agreement is intended to provide Eligible Class Members a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. This includes providing notice in multiple relevant languages to the affected workers as applicable and through multiple channels if appropriate and providing technical assistance to eligible Class Members seeking information about their rights and obligations under this Agreement. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, Omni 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 Omni agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
- b. **Notice Documents.** Omni will distribute Notice Documents contained in Attachment C to Eligible Class Members identified in Attachment A. The Notice Documents include the Notice, Release of Claims, and Information Verification & Employment Interest Forms. The Notice Documents may also include other materials such as

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

<sup>3</sup> 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>

standard OFCCP or U.S. Department of Labor materials, instructions or a cover sheet, job applications, or other information that better enables Eligible Class Members 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 modifications of the Notice Documents or additions to the materials distributed by Omni, if proposed by either party. OFCCP and Omni agree not to unreasonably withhold consent to reasonable modifications proposed by either party.

- c. **Timeline.** Attachment B sets forth the agreed Timeline for the Notice Process 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. OFCCP and Omni agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
- d. **Search for Eligible Class Members.** OFCCP shall provide Omni with complete contact information in its possession or its authority to obtain on the Eligible Class Members by the date set forth in the Timeline.
- e. **Distribution of Notice to Eligible Class Members.** Omni will (1) hand deliver Notice Documents as defined above to Eligible Class Members who are currently employed by Omni and in active service, and (2) send copies of all the Notice Documents as defined above, including a postage-paid return envelope by first class mail and by email to the most recent known mailing address for each Eligible Class Member no longer employed by Omni or who are not active employees at the time when initial notice is issued, by the date set forth in the Timeline. If undeliverable envelopes from the initial mail notice are returned with forwarding addresses, Omni will re-mail the Notice Documents within five (5) days of receipt of the forwarding address.

Per the Timeline, Omni will notify OFCCP of all initial notifications returned as undeliverable. Omni will re-mail the Notice Documents to Eligible Class Members for whom OFCCP provides an updated address within five days of receiving such an address from OFCCP.

Per the Timeline, Omni will provide OFCCP the names of the Eligible Class Members who did not respond to the Notice Documents, failed to return both forms, or failed to sign a form as required. Based on the response to the initial notice, the parties will meet and confer by the date set forth in the Timeline to assess the results of the initial notice and to ensure that the second round of notice maximizes the potential response rate. Omni will send a second email and mail notice to Eligible Class Members with valid addresses who fail to respond to the first email and mail notice by the date set forth in the Timeline unless the parties agree otherwise. Omni will hand deliver a second set of Notice Documents to Eligible Class Members who are currently employed by Omni and in active service who fail to respond to the first hand delivered notice by the date set forth in the Timeline unless the parties agree otherwise.

- f. **Distribution of Notice by Other Means.** Omni shall work with OFCCP to develop a recommended plan for Notice by other means in addition to first class mail and email as appropriate. OFCCP may also conduct independent efforts to communicate with Eligible Class Members about this Agreement through official U.S. Department of Labor channels and in partnership with community-based organizations.
- g. **Notice Deadline.** The final deadline for any Eligible 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.
- h. **Technical Assistance.** The parties will timely respond to any inquiries from Eligible 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. Omni will provide OFCCP's contact information to any Eligible Class Member as appropriate.
- i. **Exchange of Information Regarding Eligible Class Members.** Omni and OFCCP will timely exchange information regarding Eligible Class Members, including updated contact information and the results of any technical assistance provided.
- j. **Final List of Class Members.** The Final List will include all Eligible Class Members who timely respond to the Notice and submit the Information Verification & Employment Interest Form and a signed Release of Claims Form 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. 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. Omni will provide to OFCCP any information necessary to determine the Final List.
- k. **Documentation of Payments.** By the deadline set forth in the Timeline, Omni will provide OFCCP with copies of canceled checks or electronic documentation of all payments to 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, Omni will provide a similar documentation on the second distribution.
- l. **Omni's Expenses.** Omni 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. **Description of Job Opportunities.** As vacancies occur in General Maintenance Worker positions, Omni shall make bona fide job offers to Class Members who have expressed interest in employment and are not currently employed in the job at issue by Omni until two (2) Class Members are hired in General Maintenance Worker positions or until the list of Class Members expressing an interest in employment is exhausted, whichever comes first. Class Members will have priority over all other candidates into General Maintenance Worker positions until two (2) Class Members are hired or until the list of Class Members expressing an interest in employment is exhausted, whichever comes first. As vacancies occur in General Maintenance Worker positions, Omni shall contact the Class Members with a written job offer in the order in which they submitted their Information Verification & Employment Interest Form or, if the Forms were received on the same day, in the order of their original application date. Omni will make at least two attempts by email (or hand delivery if the Class Member is currently employed by Omni) to convey a written job offer to qualified Class Members who have expressed an interest in employment in the General Maintenance Worker position with Omni on the Information Verification & Employment Interest Form. Class Members who are not currently employed by Omni must be able to timely pass any pre-employment screenings, such as background checks, FLETC facility badging and/or drug screens, that are in place for all hires to the General Maintenance Worker position as of the date the hiring decision is made.

The report-to-work date for Class Members hired pursuant to this Agreement shall be no later than fourteen (14) days after the later of (a) the date the written job offer is accepted, and (b) the date the Government has approved the Class Member for badging and facility access. The Class Member must report to work on the day designated or provide Omni notice of good cause for their absence on or before that date. If good cause is provided, the Class Member must report to work within five (5) days of the original designated start date. Otherwise, Omni may withdraw the job offer and shall be under no obligation to hire the Class Member under this Agreement but remains obligated to hire until two General Maintenance Worker positions are filled or the list of Class Members is exhausted, whichever comes first. Omni agrees to pay Class Members hired under this provision at least the current entry level wage for General Maintenance Worker positions and provide all regular and on-the-job training currently provided to employees in that position. Class Members hired into General Maintenance Worker positions must retain their accumulated seniority for all purposes, including but not limited to wage rate, job retention, job bidding, and benefits as provided under applicable work rules and based on the date of their hire in any position on the current or predecessor(s) contract engaged in providing Dorm Management Services at FLETC.

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

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

1. **Compliance.** Omni will ensure that all applicants are afforded equal employment opportunities. Omni agrees to continue and/or to implement the corrective actions detailed

below.

## 2. Revised Hiring Process.

- a. **Commitment to Comply with Regulations.** Omni agrees to comply with all OFCCP regulations concerning selection procedures, including 41 CFR 60-3. Omni will not use any selection procedure that has an adverse impact, as defined in 41 CFR 60-3.4D, on applicants of a particular race, ethnicity, or sex unless it properly validates the procedure pursuant to these regulations and can show that the selection procedure is job related and consistent with business necessity.
- b. **Review and Revisions Required.** Within the timeframes specified in Attachment B, Omni will provide a comprehensive written description of the practices, policies, and procedures for the selection process used for all hires into Desk Clerk, Housekeeping, and General Maintenance Worker positions at its FLETC establishment (hereinafter “Revised Hiring Process”). Omni will ensure all policies and qualifications standards are uniformly applied to all applicants at its FLETC Glynco, GA establishment.

## 3. Training.

- a. **Revised Hiring Process.** Within 90 calendar days of the Effective Date of this Agreement, Omni will train every individual involved in recruiting, selecting, or tracking applicants for Desk Clerk, Housekeeping, and General Maintenance Worker positions at its Glynco, GA FLETC establishment pursuant to the Revised Hiring Process and OFCCP’s recordkeeping obligations. The training will include instruction including, but not limited to: the proper implementation of the recruitment, tracking, and selection procedures; neutral application of the specified qualifications and criteria that will be 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 that documents are retained in accordance with 41 CFR 60-1.12(a) and Part 60-3. Omni will ensure that Class Members benefitting from the provisions of this Agreement are not retaliated against. Omni will document and maintain a record of the date of each training, and the name and job title of each employee attending each training.
- b. The training must ensure that managers who have completed the training understand and can implement the requirements to (1) follow nondiscriminatory recruitment and hiring practices, (2) consistently and fairly implement the Revised Hiring Practices, and (3) properly document the results of their decisions and retain appropriate records.
- c. **Equal Employment Opportunity Obligations.** Within 90 calendar days of the Effective Date of this Agreement, Omni will meet with management and all individuals responsible for the recruitment and selection process at its Glynco, GA FLETC establishment to review its equal employment obligations and nondiscrimination policies related to recruitment and hiring. Omni will document and maintain a record of the date of each meeting, and the name and job title of each employee attending

each meeting.

4. **Monitoring.** Omni agrees to monitor selection rates at each step of its selection process for Desk Clerk, Housekeeping, and General Maintenance Worker positions. Where it is determined that a selection procedure or qualification has an adverse impact, as defined in 41 CFR 60-3.4D, on the hiring of applicants of a particular race or gender, Omni 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 CFR Part 60-3. Omni agrees to maintain and make available for inspection records concerning the impact of the selection process for General Maintenance Worker positions. This includes documenting the number of persons hired by race and sex, the number of applicants who applied by race and sex, and the number of applicants by race and sex who participated in and passed each selection procedure utilized. This information will be maintained until the expiration of this Agreement or as long as required by 41 CFR 60-1.12, whichever is later. Omni will meet its obligation to conduct adverse impact analyses in accordance with the requirements of 41 CFR Part 60-3.
5. **Recordkeeping.** Pursuant to 41 CFR 60-1.12, Omni will ensure its managers properly document the results of hiring decisions made pursuant to the revised hiring policies and procedures, and properly maintain all records on the revised policies and procedures including any associated underlying data and information such as recruitment agreements, HRIS and payroll data, job applications, applicant and hire data, disposition codes, and personnel records, and any other records or data used to generate the required reports. Omni will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

## **VII. Technical Violations**

1. **VIOLATION.** During the period of January 1, 2019, to June 30, 2020, Omni failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-1.12(a) and (e). Specifically, Omni failed to keep applicant interview, hiring, and layoff/recall records for a period of not less than two years from the date of the making of the record or the personnel action, which ever occurred later.

**REMEDY:** Omni will keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR 60-1.12(a) and (e) and will keep and preserve those records for a period of not less than two years from the date of the making of the record or the personnel action, whichever occurs later. However, if Omni has a total workforce of 150 or fewer employees or does not have a government contract of at least \$150,000, the minimum record retention period shall be one year from the making of the record or the personnel action, whichever occurs later, as permitted by 41 CFR 60-1.12(a).

2. **VIOLATION.** During the period January 1, 2019, to June 30, 2020, Omni failed to immediately list all employment openings with either the state workforce agency job bank or a local employment service delivery system serving the location where the openings occurred, in violation of 41 CFR 60-300.5(a)2-6. Omni also failed to advise the

employment service delivery system that it desires priority referrals from the state of protected veterans for job openings at all locations within the state.

**REMEDY:** Omni will list all employment openings as they occur with an appropriate employment service delivery system (ESDS) where the openings occur, in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to Omni, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, Omni must also advise the employment service delivery system that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state, and provide the employment service delivery system with the name and address of each of its hiring locations within the state and the contact information for Omni official responsible for hiring at each location, in accordance with 41 CFR 60-300.5(a)4. Should any of the information in the disclosures change since it was last reported to the ESDS, Omni shall provide updated information simultaneously with its next job listing.

### **VIII. OFCCP Monitoring Period**

1. **Recordkeeping.** Omni agrees to retain all records relevant to the violations cited in Sections III and VII above and the reports submitted in compliance with Paragraph VIII.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. Omni will retain these records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Omni Reports.**
  - a. **Schedule and Instructions.** Omni agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:
    - i. **Progress Report 1:** Due March 31, 2024 covering the period from the Effective Date through December 31, 2023.
    - ii. **Progress Report 2:** Due March 31, 2025 covering the period of January 1, 2024 through December 31, 2024.

Omni will submit reports to District Director Miguel A. Rivera Jr., at (b) (6), (b) (7)(C)@dol.gov, with a copy to Assistant District Director Jacqueline Ortiz- Baerga at (b) (6), (b) (7)(C)@dol.gov, and Compliance Officer (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C) dol.gov.

Omni 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 Omni provides in accordance with this agreement are customarily kept private or closely held, and Omni believes should remain confidential in the event of a FOIA request, Omni 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 permissible under law.

- b. **Reporting on Financial Remedy.** Within the prescribed timeframes, Omni will submit all documents and information referenced in Section IV of the Agreement, including but not limited to names of Class Members who received a distribution pursuant to this Agreement, and for each such Class Member, the number and the amount of the check and the date the check cleared the bank. Omni will provide OFCCP with copies of all canceled checks upon request.
  - i. In each Progress Report, Omni will provide OFCCP with copies of bank records showing the current balance of the settlement fund account, a list of transactions, and the amount of accrued interest on the account.
- c. **Reports on Job Offers:** In each progress report, Omni will report on all job offers and hires made pursuant to the Agreement until all of the job opportunities for the reviewed establishment are filled or the list of Class Members expressing interest in the positions is exhausted. This includes:
  - i. A list of all Class Members who expressed an interest in employment by name, race, gender, and date of interest.
  - ii. Documentation of all written job offers made to Class Members, including the name, race, and gender of individuals offered jobs, the date of the offer, the date the offer was accepted or rejected, the start dates for hired Class Members, and the starting pay rate.
  - iii. A list of Class Members who expressed interest in job offers who did not successfully complete the application process, including the name, race, and gender of these individuals, the date on the Information Verification & Employment Interest Form, and the reason Omni determined they did not successfully complete the application process along with all relevant documentation (e.g., failure to complete the application process, failure to submit and/or satisfy pre-employment screening, such as drug screening, and documentation that the Class Member declined a job offer). This includes individuals who did not receive job offers because all available positions were filled.
  - iv. A list and supporting documentation of Class Members who were hired and terminated during the term of this Agreement, including the termination date and reason for the termination.
  - v. Documentation of the number of available General Maintenance Worker positions remaining to be filled and the number of Class Members still on the list.
  - vi. Documentation of the start date for Class Members who were hired.

- vii. If Omni has not filled all of the positions specified in this Agreement by the Progress Report date, documentation of the reason this action is not complete and the good faith efforts being taken and planned for the next reporting period to complete it.
- viii. If Omni fails to meet its hiring obligations under this Agreement by the close of the Monitoring Period, OFCCP reserves its rights under Section II, Paragraphs 10 and 11 of this Agreement to extend the monitoring period or to pursue enforcement remedies.
- d. **Reports on Modifications to Personnel Practices.** In each Progress Report Omni will report on all modifications of personnel practices made through the date of that Progress Report 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. Documentation of the implementation of and modifications to the Revised Hiring Process described in Section VI, Paragraph 2.
  - ii. Documentation of the training on the Revised Hiring Process and equal employment opportunity obligations described in Section VI, Paragraph 3. The documentation must include the name and job title of each employee attending the training discussed in Section VI, Paragraph 3a, and the date of the training; and the name and job title of each employee attending each meeting discussed in Section VI, Paragraph 3c, and the date of each meeting.
- e. Within the prescribed timeframes, Omni will submit all documents and information referenced in Sections IV-VI.
- f. In the first Progress Report, a list in MS Excel format of Eligible Class Members who responded timely to the Notice Documents in accordance with the Agreement during the Progress Reporting period.
- g. In the first Progress Report, copies of the Information Verification & Employment Interest Form and Release of Claims Form submitted by each Eligible Class Member during the Progress Reporting period.
- h. In each Progress Report, Omni will submit the total number of applicants and hires and the breakdown by race, sex, and ethnic group for all Desk Clerk, Housekeeping, and General Maintenance positions during the reporting period.
- i. In each Progress Report, for Desk Clerk, Housekeeping, and General Maintenance Worker positions, the results of Omni's analysis as to whether its total selection process has adverse impact, as defined by 41 CFR 60-3.4D, based on sex, race, and ethnicity. For the purposes of the analysis, Omni must not include hires made of Class

Members pursuant to this Agreement in that analysis.

- j. In each Progress Report, for each instance where the total selection process has an adverse impact based on sex, race, or ethnicity, as defined by 41 CFR 60-3.4D, the results of Omni's evaluation of the individual components of the selection process for adverse impact. For purposes of the analysis, Omni must not include hires made of Class Members pursuant to this Agreement in that analysis.
  - k. In each Progress Report, documentation indicating the actions taken by Omni upon determining that any component of the selection process has an adverse impact based on sex, race, or ethnicity for applicants to the Desk Clerk, Housekeeping, and General Maintenance Worker positions.
  - l. Pursuant to Technical Violation No. 3 in Section VII:
    - i. Evidence that Omni listed all employment openings with the appropriate Employment Service Delivery System (ESDS).
    - ii. Evidence that Omni advised the ESDS, with its initial listing and as subsequently needed to update the information, that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state.
    - iii. Evidence that Omni provided the ESDS with the name and address of each of its hiring locations within the state and the contact information for the company official responsible for hiring at each location.
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 Omni's final progress report as set forth in Section II, Paragraph 10 above. If OFCCP fails to notify Omni in writing within sixty (60) days of the date of the final progress report that Omni 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 Omni within the allotted time that it has not fulfilled all its obligations, this Agreement is automatically extended until the date that OFCCP determines Omni has met all of its obligations under the Agreement.

**IX. SIGNATURES**

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Omni Corporation, Glynco, Georgia.

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

Anthony Parrish  
Chief Operating Officer  
Omni Corporation

DATE: 8/25/23

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

Aida Y. Collins  
Regional Director  
OFCCP-Southeast Region

DATE: \_\_\_\_\_

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

Miguel A. Rivera Jr.  
District Director  
Orlando District Office  
OFCCP-Southeast Region

DATE: 08/28/2023

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

Jacqueline Ortiz-Baerga  
Assistant District Director  
Orlando District Office  
OFCCP-Southeast Region

DATE: 08/28/2023

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

Compliance Officer  
Orlando District Office  
OFCCP-Southeast Region

Date: 08/28/2023

**Attachments:**

- A. List of Eligible Class Members
- B. Timeline
- C. Notice Documents
  - 1. Notice to Eligible Class Members
  - 2. Information Verification & Employment Interest Form
  - 3. Release of Claims Form

**ATTACHMENT A: LIST OF ELIGIBLE CLASS MEMBERS**

Employee #	First Name	Last Name	Race	Gender	Job Title
<b>(b) (6), (b) (7)(C)</b>			B	F	CUSTODIAN (HOUSEKEEPING)
			B	F	CUSTODIAN (HOUSEKEEPING)
			B	F	CUSTODIAN (HOUSEKEEPING)
			B	F	CUSTODIAN (HOUSEKEEPING)
			B	F	CUSTODIAN (HOUSEKEEPING)
			B	F	CUSTODIAN (HOUSEKEEPING)
			B	F	CUSTODIAN (HOUSEKEEPING)
			B	F	CUSTODIAN (HOUSEKEEPING)
			B	F	CUSTODIAN (HOUSEKEEPING)
			B	F	DESK CLERK
			B	F	DESK CLERK
			B	F	DESK CLERK
			B	F	DESK CLERK
			B	F	DESK CLERK
			B	F	DESK CLERK
			B	F	DESK CLERK
			B	F	DESK CLERK
			B	F	DESK CLERK
			B	F	DESK CLERK
			B	F	DESK CLERK
			B	F	DESK CLERK
			B	F	DESK CLERK
			B	F	DESK CLERK
			B	F	DESK CLERK
			B	F	DESK CLERK
			B	F	DESK CLERK
			B	F	DESK CLERK
			H	F	DESK CLERK
			N	F	CUSTODIAN (HOUSEKEEPING)
			W	F	CUSTODIAN (HOUSEKEEPING)
		W	F	CUSTODIAN (HOUSEKEEPING)	
		W	F	DESK CLERK	
		W	F	DESK CLERK	
		W	F	DESK CLERK	
		W	F	DESK CLERK	
		W	F	DESK CLERK	

**ATTACHMENT B: TIMELINE**

<b>Due Date (will be updated upon execution of Agreement)</b>	<b># of Days</b>	<b># of Days from Effective Date</b>	<b>Action Required</b>
<b>09/30/2023</b>	<b>5</b>	<b>5</b>	<b>Omni provides OFCCP with documentation regarding the settlement fund account.</b>
<b>10/25/2023</b>	<b>30</b>	<b>30</b>	<b>Omni will mail Notice Documents to Eligible Class Members.</b>
<b>11/24/2023</b>	<b>60</b>	<b>60</b>	<b>Omni provides Revised Hiring Process to OFCCP.</b>
<b>12/9/2023</b>	<b>45</b>	<b>75</b>	<b>Within 45 days from the first mailing of the Notice Documents, Omni will provide OFCCP with MS Excel file containing information about undeliverable letters, nonresponsive Eligible Class Members, and the names of Eligible Class Members who failed to return the Information Verification &amp; Employment Interest Form or the Release of Claims Form or failed to sign one or both of these forms.</b>
<b>12/19/2023</b>	<b>10</b>	<b>85</b>	<b>Parties will meet and confer to assess the results of the first mailing to ensure the second mailing maximizes the potential response rate.</b>
<b>12/24/2023</b>	<b>90</b>	<b>90</b>	<b>Omni provides documentation of training on the Revised Hiring Process, OFCCP's recordkeeping obligations, and EEO and nondiscrimination policies related to recruitment and hiring.</b>
<b>12/24/2023</b>	<b>15</b>	<b>90</b>	<b>OFCCP will provide updated contact information to Omni within 15 days of OFCCP's receipt of the list of nonresponsive Eligible Class Members.</b>
<b>12/29/2023</b>	<b>5</b>	<b>95</b>	<b>Omni sends second mailing of Notice Documents via both mail and email to nonresponsive Eligible Class Members.</b>

<b>Due Date (will be updated upon execution of Agreement)</b>	<b># of Days</b>	<b># of Days from Effective Date</b>	<b>Action Required</b>
<b>02/12/2024</b>	<b>45</b>	<b>140</b>	<b>Response Deadline: Eligible Class Members must respond within 140 days from the Effective Date to participate in the settlement.</b>
<b>02/27/2024</b>	<b>15</b>	<b>155</b>	<b>Omni will provide OFCCP with the list of Eligible Class Members who timely responded to the Notice Documents in accordance with the Agreement, along with copies of the Information Verification &amp; Employment Interest and Release of Claims Forms.</b>
<b>03/13/2024</b>	<b>15</b>	<b>170</b>	<b>OFCCP will approve the Final List of Class Members and distribution amounts.</b>
<b>03/28/2024</b>	<b>15</b>	<b>185</b>	<b>Omni will disburse the settlement fund.</b>
<b>04/12/2024</b>	<b>15</b>	<b>200</b>	<b>Omni will provide OFCCP with bank verification of payments made to Class Members.</b>
<b>05/27/2024</b>	<b>45</b>	<b>245</b>	<b>Omni will provide a list of the names of Class Members whose checks that were returned undeliverable or remain uncashed.</b>
<b>07/26/2024</b>	<b>120</b>	<b>305</b>	<b>First check deadline: Class Members must cash checks within 120 days after the initial date the check was mailed. Any uncashed checks are void, and the funds will go back into the settlement fund.</b>
<b>08/15/2024</b>	<b>15</b>	<b>320</b>	<b>Omni will make second distribution of checks 15 days after initial checks are void. If the balance at this point after the first distribution is de minimis, the parties shall meet and confer to agree on whether the balance is de minimis such to cancel the second distribution and use the balance for EEO training.</b>
<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>03/31/2024</b>	<b>-</b>	<b>-</b>	<b>The first Progress Report is due to OFCCP.</b>
<b>03/31/2025</b>	<b>-</b>	<b>-</b>	<b>The second Progress Report is due to OFCCP.</b>

## ATTACHMENT C.1: NOTICE TO ELIGIBLE CLASS MEMBERS

*You may be eligible to get money and a job because of a legal settlement between Omni Corporation 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 Omni Corporation (“Omni”) that may benefit you. This settlement involves claims of discrimination in job placement, and our records show that you may be one of the hires 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 and an opportunity for a General Maintenance Worker job with Omni.*

### **ARE YOU AFFECTED?**

If you are a female who was hired in the Desk Clerk or Housekeeping position at Omni’s FLETC Glynco, GA establishment between January 1, 2019 and June 30, 2020, you are 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 Omni’s placement practices at Omni’s FLETC Glynco, GA establishment located at 1131 Chapel Crossing Road, Building 187 in Glynco, Georgia during the period January 1, 2019 to June 30, 2020. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. During its compliance review, OFCCP alleged that female hires were disproportionately hired into lower paying Desk Clerk and Housekeeping positions as compared to male hires, who were more likely to be hired into higher-paying General Maintenance Worker positions at Omni’s FLETC Glynco, GA establishment. Omni denies these allegations and there have not been any findings by a court that Omni violated any laws or discriminated against you. However, although Omni disagrees with OFCCP’s findings, OFCCP and Omni have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle the compliance evaluation.

### **WHAT DOES THIS MEAN FOR YOU?**

Because you were hired into a Desk Clerk or Housekeeping positions during the period January 1, 2019, to June 30, 2020, this settlement may provide you with some specific benefits:

1. You may be eligible to receive a payment of at least \$2,000 (before taxes). This payment represents your share of back wages and interest Omni is paying to settle the compliance evaluation. The final amount you will receive will be reduced by
-

deductions for items such as income tax withholding and Social Security contributions. Under the terms of this Agreement, it may take up to seven months from the date of this letter before you receive your distribution.

2. In addition to the monetary distribution, Omni will be making job offers for General Maintenance Worker positions to a limited number of individuals receiving this notification when future vacancies for the General Maintenance Worker position occur at Omni's FLETC Glynco, GA establishment. It is not certain that you will receive a job offer. If you are interested in employment in the General Maintenance Worker position with Omni, please check the box that says "Yes, I am interested in employment with Omni in the General Maintenance Worker position" on the enclosed Information Verification & Employment Interest Form. Those receiving this notice will be considered for General Maintenance Worker positions in the order that they apply.

**To get these benefits, you will need to release (give up) certain legal claims and sign the enclosed Information Verification & Employment Interest and Release of Claims forms.**

### **WHAT IS YOUR NEXT STEP?**

You should read this Notice, the Information Verification & Employment Interest and Release of Claims forms, and any other information you received from the U.S. Department of Labor or the Settlement Administrator.

Please do not ignore these documents or throw them away. Otherwise, you could miss an opportunity to receive money and a potential job with Omni for a General Maintenance Worker position at Omni's FLETC Glynco, GA establishment.

To be eligible for a payment and potential job offer, you must complete, sign, and return both the following enclosed documents, (1) Information Verification & Employment Interest Form and (2) Release of Claims Form by **[DATE]** to:

Settlement Administrator  
OFCCP – Omni  
Anthony Parrish  
C.O.O.  
P.O. Box 2040  
Chickasha, OK 73023-2040  
[Hr.dept@omnicorporation.com](mailto:Hr.dept@omnicorporation.com)

**The documents must be received by **[insert actual date]**.**

You may receive some or all of these benefits only if these forms confirm that you are one of the individuals covered by the settlement. After correct completion and submission of these documents, a final decision will be made about your eligibility.

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**IF YOU FAIL TO COMPLETE, SIGN, AND RETURN THE ENCLOSED DOCUMENTS TO OMNI BY *[insert date by which class members must respond]*, OR IF YOUR DOCUMENTS DO NOT VERIFY YOUR ELIGIBILITY, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.**

## **HOW CAN YOU GET MORE INFORMATION?**

If you have any questions, you may contact Omni at (405) 222-2299 extension 105 or [hr.dept@omnicorporation.com](mailto:hr.dept@omnicorporation.com), or OFCCP Compliance Officer (b) (6), (b) (7)(C) at (407) (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C) [@dol.gov](mailto:(b) (6), (b) (7)(C)@dol.gov). You can obtain additional information regarding this settlement on the official U.S. Department of Labor website at <https://www.dol.gov/agencies/ofccp/classmembers>.

Enclosures

Information Verification & Employment Interest Form  
Release of Claims Form

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## ATTACHMENT C.2

Information Verification & Employment Interest Form  
("Verification & Interest Form") – Eligible Class Members

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**PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE  
COMPLETING THIS VERIFICATION & EMPLOYMENT INTEREST FORM.**

**INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR  
MONEY (BACK WAGES) AND A POTENTIAL JOB OFFER FROM THE  
SETTLEMENT**

DEADLINE TO RESPOND IS **DATE**

If you complete this Verification & Employment Interest Form, you may be eligible for a monetary payment from the settlement and you can express interest in a job offer for a future vacancy in a General Maintenance Worker position at Omni's FLETC Glynco, GA establishment. You may receive a monetary payment even if you do not express interest in a job.

To receive any money that you are eligible for, a potential job offer, or both you must complete, sign, and return **both** this Verification & Interest Form **and** the enclosed Release of Claims Form. You may use the enclosed postage-paid return envelope to return the Verification & Interest Form and the Release of Claims Form. You may also submit these forms via email to the Settlement Administrator at the email address listed below. It is acceptable to submit PDF files or pictures of the fully completed and signed forms via email. The forms should be mailed or emailed by **[DATE]** to the address below.

Settlement Administrator  
OFCCP – Omni  
Anthony Parrish  
C.O.O.  
P.O. Box 2040  
Chickasha, OK 73023-2040  
[Hr.dept@omnicorporation.com](mailto:Hr.dept@omnicorporation.com)

If you do not submit a properly completed Verification & Interest Form and Release of Claims Form on or before **[DATE]**, then your claim will not be on time, and **you will not receive any money from this settlement and you cannot be considered for a job offer.**

Enclosed is a stamped, pre-addressed envelope you can use.

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This Verification & Interest Form will only be used for the following purposes:

1. To confirm important information we need in order to make sure you are eligible to receive money under this settlement and process your payment, and
2. To allow you to express interest in the future General Maintenance Worker jobs being offered at Omni's FLETC Glynco, GA establishment as a result of the settlement.

**Step 1: Please confirm [or provide] the following contact information to process your payment (print legibly).**

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Any other names you have used: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Please provide your social security number:** \_\_\_\_\_

*Your Social Security Number is required in order to process your payment for tax purposes. Your Social Security Number will not be used for any other purpose.*

**Notify us at the address below if your contact information changes prior to receiving a settlement payment and potential job offer, or contact us if you have any questions about this Verification & Interest Form, the Notice, or the settlement.**

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Settlement Administrator  
OFCCP – Omni  
Anthony Parrish  
C.O.O.  
P.O. Box 2040  
Chickasha, OK 73023-2040  
[Hr.dept@omnicorporation.com](mailto:Hr.dept@omnicorporation.com)

**Step 2: Inform us if you are interested in a position.** Please indicate below whether you are currently interested in employment in a General Maintenance Worker position with Omni at Omni's FLETC Glynco, GA establishment. If you complete, sign, and return this Verification & Interest Form and the Release of Claims Form, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

- Yes, I am interested in employment with Omni in the General Maintenance Worker position.
- No, I am not currently interested in employment with Omni in the General Maintenance Worker position.

**Step 3: Sign and return this Verification & Interest Form along with the Release of Claims Form.**

**IF YOU FAIL TO COMPLETE, SIGN, AND RETURN THIS VERIFICATION & EMPLOYMENT INTEREST FORM AND THE RELEASE OF CLAIMS FORM TO THE ADDRESS BELOW BY **[DATE]**, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.**

Settlement Administrator  
OFCCP – Omni  
Anthony Parrish  
C.O.O.  
P.O. Box 2040  
Chickasha, OK 73023-2040  
[Hr.dept@omnicorporation.com](mailto:Hr.dept@omnicorporation.com)

I certify the above is true and correct.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

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## ATTACHMENT C.3

### RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246, AS AMENDED (“Release of Claims Form”)

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**PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY AND A POTENTIAL JOB OFFER FROM THE SETTLEMENT**

This Release of Claims (“Release”) under Executive Order 11246, as amended, is a legal document. This document states that in return for Omni Corporation (“Omni”) paying you money, you agree that you will not file any lawsuit against Omni for allegedly violating Executive Order 11246, as amended, in connection with its selection procedures for General Maintenance Worker positions. It also says that Omni does not admit it violated any laws. This Release says that 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 \$2,000.00 (less deductions required by law) by Omni to me, which I agree is acceptable, I agree to the following:

#### I.

I hereby waive, release and forever discharge Omni, 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 had which relate to its selection procedures for General Maintenance Worker positions during the period January 1, 2019 through June 30, 2020.

#### II.

I understand that Omni denies that it treated me unlawfully or unfairly in any way and that Omni 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 July 1, 2020. I further agree that the payment of the aforesaid sum by Omni to me is not to be construed as an admission of any liability by Omni.

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**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 Eligible Class Members, by the deadline listed on the Notice, I will not be entitled to receive any payment (less deductions required by law) from Omni.

IN WITNESS WHEREOF, I have signed this document of my own free will.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

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