

CONCILIATION AGREEMENT

Between

**THE U.S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS**

and

C.J. COAKLEY CO., INC.

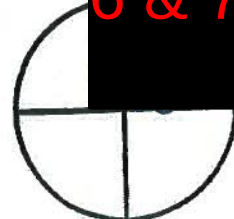
PART I: PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated C.J. Coakley Co., Inc.'s facility located at 7732 Lee Highway Service Road, Falls Church, Virginia 22042, beginning on January 27, 2012 and found that C.J. Coakley Co., Inc. ("C.J. Coakley") was not in compliance with Executive Order 11246, as amended ("E.O. 11246"), Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 ("Section 503"), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 ("VEVRAA"), and their implementing regulations at 41 C.F.R. Parts 60-1, 60-2, 60-3, 60-4, 60-300, and/or 60-741. OFCCP notified C.J. Coakley of the specific violations found and the corrective actions required in a Notice of Violations ("NOV") issued on May 30, 2014. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and C.J. Coakley enter into this contract ("Conciliation Agreement" or "Agreement") and agree to all the terms stated below.

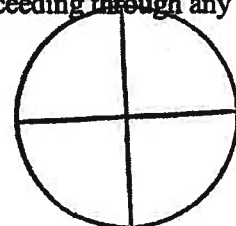
PART II: GENERAL TERMS AND CONDITIONS

1. In exchange for C.J. Coakley's fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and/or VEVRAA based on the violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violations described in Part III if C.J. Coakley violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. C.J. Coakley agrees that OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. C.J. Coakley will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.

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3. C.J. Coakley understands that nothing in this Agreement relieves C.J. Coakley of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment laws.
4. C.J. Coakley promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.
7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day it is signed by the Regional Director of the Mid-Atlantic Region (the "Effective Date") unless the Director of OFCCP indicates otherwise within 45 calendar days of the date the Regional Director signs the Agreement.
9. This Agreement will expire sixty (60) days after C.J. Coakley submits the final progress report required in Part IV(D), below, unless OFCCP notifies C.J. Coakley in writing prior to the expiration date that C.J. Coakley has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines C.J. Coakley has met all of its obligations under the Agreement.
10. If C.J. Coakley violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that C.J. Coakley violated any term of the Agreement while it was in effect, OFCCP will send C.J. Coakley a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) C.J. Coakley will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - 3) If C.J. Coakley 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.

- 4) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.

B. C.J. Coakley may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. § 60-741.66, or 41 C.F.R. § 60-300.66 and/or other appropriate relief for violation of this Agreement.

11. This Agreement does not constitute an admission by C.J. Coakley of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that C.J. Coakley violated any laws.
12. Nothing herein is intended to relieve C.J. Coakley from the obligation to comply with the requirements of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212), their implementing regulations, or any other equal employment statute or executive order or its implementing regulations. In addition, this Conciliation Agreement in no way limits the applicability of the revised regulations implementing Section 503 of the Rehabilitation Act of 1973, as amended 41 C.F.R. Part 60-741 (2014) and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 41 C.F.R. Part 60-300 (2014), which became effective on March 24, 2014.

PART III: SPECIFIC PROVISIONS

1. **VIOLATION:** During the period January 1, 2011 through May 31, 2012, OFCCP alleges that C.J. Coakley discriminated against African-Americans on the basis of their race in hiring for Commercial Drywall Carpenter positions. During this period, there were 7e white applicants, 7e African-American applicants and 7e Hispanic applicants for Commercial Drywall Carpenter positions. These numbers include 7e African-American applicants and 7e Hispanic carpenter applicants who were referred to C.J. Coakley from the GSA Opportunities Center but who were not called or contacted when Commercial Drywall Carpenter job opportunities were available. C.J. Coakley hired 7e whites, 7e African-Americans and 7e Hispanics into Commercial Drywall Carpenter positions during this period. The resulting difference in hiring rates yields a hiring shortfall of 19 African-Americans, with a statistical significance of 7e standard deviations. This is a violation of Section 202 of Executive Order 11246 and 41 C.F.R. § 60-1.4(a)(1).

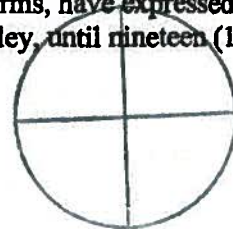
REMEDY: C.J. Coakley agrees to cease and desist all selection procedures that resulted in a lack of equal employment opportunity through its failure to contact the GSA-referred African-American applicants for Commercial Drywall Carpenter positions identified in this Violation, as required by 41 C.F.R. § 60-1.4(a)(1). In addition, C.J. Coakley shall implement the following remedial make-whole actions for the African-American applicants who were never contacted for the Commercial Drywall Carpenter 6 & 7c

during the period of January 1, 2011 through May 31, 2012 ("African-American Carpenter Class Members"):

- A. **Notification:** Within forty-five (45) calendar days of the effective date of this Agreement, C.J. Coakley will send to the last known address of each of the African-American Carpenter Class Members listed in Attachment 1A ("African-American Carpenter Class Members"), by Certified Mail/Return Receipt Requested or other form indicating proof of delivery, the letter entitled "Notice to Class Members" ("Notice") (Attachment 1B) along with the form enclosed therewith, "Information Verification and Employment Interest Form" (Attachment 1C) (the Notice and the Information Verification and Employment Interest Form are hereinafter referred to as the "Forms"), and a postage-paid envelope. To be eligible for a distribution of back pay and/or employment, and subject to the provisions regarding the Second Mailing, below, African-American Carpenter Class Members must complete and return the Forms to C.J. Coakley so that they are postmarked within thirty (30) days of the date each African-American Carpenter Class Member received the Notice from C.J. Coakley, as evidenced by the return receipt.

Within thirty (30) days from the date that the time period for Class Members to respond to the Notice has expired, C.J. Coakley will provide OFCCP-Baltimore District Office, via electronic mail ("e-mail"), a list of the names of African-American Carpenter Class Members who did not return the Forms within the 30-day period and a copy of the proof of mailing receipt for each of them. OFCCP will have thirty (30) days from its receipt of such list to verify the current addresses for such African-American Carpenter Class Members who did not return the Forms. At or before the end of such 30-day period, OFCCP will send to C.J. Coakley, via e-mail, a list of the names and current addresses of such African-American Carpenter Class Members whose current addresses OFCCP was able to verify. For purposes of this Paragraph, the C.J. Coakley contact will be Maria Coakley David, CEO & CFO (MCDavid@CJCoakley.com) and the OFCCP contact will be Maurice Richard, OFCCP Baltimore Assistant District Director (richard.maurice@dol.gov). Within fifteen (15) days of its receipt of OFCCP's list, C.J. Coakley will send to each African-American Carpenter Class Member whose address OFCCP verified, by Certified Mail/Return Receipt Requested or other form indicating proof of delivery, a second Notice and a second set of Forms ("Second Mailing"). Each such African-American Carpenter Class Member will complete and return the Forms to C.J. Coakley so that they are postmarked within thirty (30) days of the date each African-American Carpenter Class Member received the Forms from C.J. Coakley, as evidenced by the return receipt from the Second Mailing. Any African-American Carpenter Class Member who has not returned signed Forms on or before February 15, 2016 will no longer be entitled to any share of the monetary settlement or an offer of employment under the terms of this Agreement.

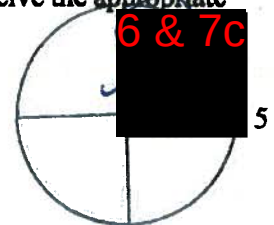
- B. **Offers of Employment:** As vacancies occur in the Commercial Drywall Carpenter position, C.J. Coakley will make job offers to all qualified African-American Carpenter Class Members who have completed and timely returned the Forms, have expressed interest in employment and are not then employed by C.J. Coakley, until nineteen (19)



Commercial Drywall Carpenters are hired or the list of such African-American Carpenter Class Members is exhausted, whichever comes first. Until such time, such qualified African-American Carpenter Class Members will have priority over all other candidates for hire into the Commercial Drywall Carpenter position. As vacancies occur in the Commercial Drywall Carpenter positions, such qualified African-American Carpenter Class Members will be contacted by C.J. Coakley via the class member's preferred contact method and via certified mail. The certified mail method will contain a written job offer, and offers will be made in the order in which C.J. Coakley received their completed Forms or, if the Forms were received on the same day, in the order of their original application date. The written job offer shall include the job title and starting hourly wage. The African-American Carpenter Class Members will be allowed three (3) days to report for work after confirming receipt of C.J. Coakley's job offer by email or text or phone. C.J. Coakley will provide retroactive seniority to all African-American Carpenter Class Members who are hired pursuant to this Agreement, dating back to the date each hired African-American Carpenter Class Member originally applied for employment.

The report-to-work date for African-American Carpenter Class Members hired pursuant to this Agreement shall be no later than three (3) days after C.J. Coakley sends an email or text message confirming a Class Member's acceptance of the job offer. If the African-American Carpenter Class Member does not report to the C.J. Coakley Hiring Center between 6:30 a.m. and 8:30 a.m. on the day designated by C.J. Coakley without providing C.J. Coakley on or before that day notice of good cause for his absence (e.g., personal illness or care for an immediate family member), or if good cause is provided and the Class Member does not report to work within five (5) days of the original designated start date, C.J. Coakley may withdraw the job offer and shall be under no obligation to hire such Class Member under this Agreement. Documentation of all hiring decisions, including job offers made and reasons for rejection, will be made available for review by OFCCP.

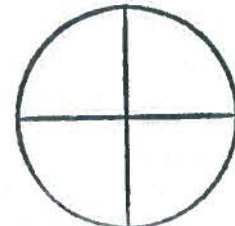
- C. **Monetary Settlement:** The monetary settlement of \$135,000.00 (\$128,457.20 in back pay and \$6,542.80 in interest) ("African-American Carpenter Settlement Amount") is a negotiated figure that represents back pay and interest for African-American Carpenter Class Members (see Attachment 1A). C.J. Coakley agrees to disburse the African-American Carpenter Settlement Amount to all African-American Carpenter Class Members who complete and timely return the Forms to C.J. Coakley. Within fifteen (15) days of its receipt of the last executed Forms, including in response to the Second Mailing to African-American Carpenter Class Members, C.J. Coakley will mail a check constituting a pro-rata share of the African-American Carpenter Settlement Amount, less any taxes and withholding required by law, to each African-American Carpenter Class Member who completed and timely returned the Forms to C.J. Coakley. Such African-American Carpenter Class Members will receive a pro-rata share of the African-American Carpenter Settlement Amount whether or not he or she expresses interest in employment or accepts a job offer under this Agreement. African-American Carpenter Class Members who receive a payment from C.J. Coakley will receive the appropriate IRS documents reflecting such payment.



D. Hiring Selection Procedures and Training: C.J. Coakley agrees to cease and desist in the use of all selection procedures which resulted in the alleged discrimination of African-American applicants for Commercial Drywall Carpenter positions. C.J. Coakley will also develop and implement a new applicant tracking system for all trades, which will include the tracking of the Commercial Drywall Carpenter selection process. C.J. Coakley will examine, monitor and modify its selection procedures as necessary to ensure that the selection criteria are applied uniformly and the hiring decisions for Commercial Drywall Carpenter positions are made in a non-discriminatory manner, and to ensure that all stages of its revised selection procedures are in compliance with 41 C.F.R. § 60-1.4(a) and 41 C.F.R. Part 60-3, the Uniform Guidelines on Employee Selection Procedures ("UGESP"). In addition, within seventy-five (75) days from the effective date of this Agreement, C.J. Coakley shall contract with an outside source to conduct mandatory training for all human resources personnel, managers, and supervisors employed by C.J. Coakley for the life of this Agreement who are involved in the selection process for all positions including Commercial Drywall Carpenters. Such training will cover recruitment and applicant tracking procedures; the neutral application of the specified qualifications and criteria that will be used at each step in the selection process; procedures to be used to document the decisions made at each step in the selection process; and procedures to be used to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.4(a)(1), § 60-1.12(a) and Part 60-3. Such training will also cover subjects of equal employment opportunity rights and responsibilities, legal prohibitions against discrimination on the basis of sex, race, national origin, color, religion, gender identity, sexual orientation, disability and veteran status, and C.J. Coakley's commitment to diversity and non-discriminatory hiring.

2. **VIOLATION:** During the period January 1, 2011 through May 31, 2012, OFCCP alleges that C.J. Coakley discriminated against African-Americans on the basis of their race in hiring for Laborer positions. During this period, there were 7e white applicants, 7e African-American applicants, 7e Hispanic applicants, and 7e Asian applicant for Laborer positions. These numbers include 7e African-American applicants for Laborer positions who were referred to C.J. Coakley from the GSA Opportunities Center but who were not called or contacted when job opportunities were available. C.J. Coakley hired 7e whites, 7e African-Americans and 7e Hispanics, 7e Asian into Laborer positions during this period. The resulting difference in hiring rates yields a hiring shortfall of 10 African-Americans, with a statistical significance of 7e standard deviations. This is a violation of Section 202 of Executive Order 11246 and 41 C.F.R. § 60-1.4(a)(1).

REMEDY: C.J. Coakley agrees to cease and desist all selection procedures that resulted in a lack of equal employment opportunity through its failure to contact the GSA-referred African-American applicants for Laborer positions identified in this Violation, as required by 41 C.F.R. § 60-1.4(a)(1). In addition, C.J. Coakley shall implement the following remedial make-whole actions for the African-American applicants who were never contacted for the Laborer positions during the period January 1, 2011 through May 31, 2012 ("African-American Laborer Class Members"):



- A. **Notification:** Within forty-five (45) calendar days of the effective date of this Agreement, C.J. Coakley will send to the last known address of each of the African-American Laborer Class Members listed in Attachment 2A ("African-American Laborer Class Members"), by Certified Mail/Return Receipt Requested or other form indicating proof of delivery, the letter entitled "Notice to Class Members" ("Notice") (Attachment 2B) along with the form enclosed therewith, "Information Verification and Employment Interest Form" (Attachment 2C) (the Notice and the Information Verification and Employment Interest Form are hereinafter referred to as the "Forms"), and a postage-paid envelope. To be eligible for a distribution of back pay and/or employment, and subject to the provisions regarding the Second Mailing, below, African-American Laborer Class Members must complete and return the Forms to C.J. Coakley so that they are postmarked within thirty (30) days of the date each African-American Laborer Class Member received the Notice from C.J. Coakley, as evidenced by the return receipt.

Within thirty (30) days from the date that the time period for Class Members to respond to the Notice has expired, C.J. Coakley will provide OFCCP-Baltimore District Office, via electronic mail ("e-mail"), a list of the names of African-American Laborer Class Members who did not return the Forms within the 30-day period and a copy of the proof of mailing receipt for each of them. OFCCP will have thirty (30) days from its receipt of such list to verify the current addresses for such African-American Laborer Class Members who did not return the Forms. At or before the end of such 30-day period, OFCCP will send to C.J. Coakley, via e-mail, a list of the names and current addresses of such African-American Laborer Class Members whose current addresses OFCCP was able to verify. For purposes of this Paragraph, the C.J. Coakley contact will be Maria Coakley David, CEO & CFO (MCDavid@CJCoakley.com) and the OFCCP contact will be Maurice Richard, OFCCP Baltimore Assistant District Director (richard.maurice@dol.gov). Within fifteen (15) days of its receipt of OFCCP's list, C.J. Coakley will send to each African-American Laborer Class Member whose address OFCCP verified, by Certified Mail/Return Receipt Requested or other form indicating proof of delivery, a second Notice and a second set of Forms ("Second Mailing"). Each such African-American Laborer Class Member will complete and return the Forms to C.J. Coakley so that they are postmarked within thirty (30) days of the date each African-American Laborer Class Member received the Forms from C.J. Coakley, as evidenced by the return receipt from the Second Mailing. Any African-American Laborer Class Member who has not returned signed Forms on or before February 15, 2016 will no longer be entitled to any share of the monetary settlement or an offer of employment under the terms of this Agreement.

- B. **Offers of Employment:** As vacancies occur in the Laborer position, C.J. Coakley will make job offers to all African-American Laborer Class Members who have completed and timely returned the Forms, have expressed interest in employment and are not then employed by C.J. Coakley, until ten (10) Laborers are hired or the list of such African-American Laborer Class Members is exhausted, whichever comes first. Until such time, such African-American Laborer Class Members will have priority.



over all other candidates for hire into the Laborer position. As vacancies occur in the Laborer positions, such African-American Laborer Class Members will be contacted by C.J. Coakley via the class member's preferred contact method and via certified mail. The certified mail method will contain a written job offer, and offers will be made in the order in which C.J. Coakley received their completed Forms or, if the Forms were received on the same day, in the order of their original application date. The written job offer shall include the job title and starting hourly wage. The African-American Laborer Class Members will be allowed three (3) days to report for work after confirming receipt of C.J. Coakley's job offer by email or text or phone. C.J. Coakley will provide retroactive seniority to all African-American Laborer Class Members who are hired pursuant to this Agreement, dating back to the date each hired African-American Laborer Class Member originally applied for employment.

The report-to-work date for African-American Laborer Class Members hired pursuant to this Agreement shall be no later than three (3) days after C.J. Coakley sends an email or text message confirming a Class Member's acceptance of the job offer. If the African-American Laborer Class Member does not report to the C.J. Coakley Hiring Center between 6:30 a.m. and 8:30 a.m. on the day designated by C.J. Coakley without providing C.J. Coakley on or before that day notice of good cause for their absence (e.g., personal illness or care for an immediate family member), or if good cause is provided and the Class Member does not report to work within five (5) days of the original designated start date, C.J. Coakley may withdraw the job offer and shall be under no obligation to hire such Class Member under this Agreement. Documentation of all hiring decisions, including job offers made and reasons for rejection, will be made available for review by OFCCP.

- C. **Monetary Settlement:** The monetary settlement of \$20,000.00 (\$18,886.91 in back pay and \$1,113.09 in interest) ("African-American Laborer Settlement Amount") is a negotiated figure that represents back pay and interest for African-American Laborer Class Members (see Attachment 2A). C.J. Coakley agrees to disburse the African-American Laborer Settlement Amount to all African-American Laborer Class Members who complete and timely return the Forms to C.J. Coakley. Within fifteen (15) days of its receipt of the last executed Forms, including in response to the Second Mailing to African-American Laborer Class Members, C.J. Coakley will mail a check constituting a pro-rata share of the African-American Laborer Settlement Amount, less any taxes and withholding required by law, to each African-American Laborer Class Member who completed and timely returned the Forms to C.J. Coakley. Such African-American Laborer Class Members will receive a pro-rata share of the African-American Laborer Settlement Amount whether or not he or she expresses interest in employment or accepts a job offer under this Agreement. African-American Laborer Class Members who receive a payment from C.J. Coakley will receive the appropriate IRS documents reflecting such payment.
- D. **Hiring Selection Procedures and Training:** C.J. Coakley agrees to cease and desist in the use of all selection procedures which resulted in the alleged discrimination of African-American applicants for Laborer positions. C.J. Coakley will also develop

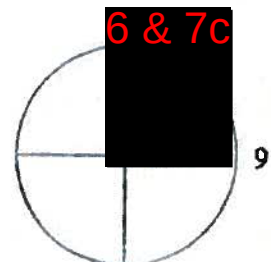


and implement a new applicant tracking system for all trades, which will include the tracking of the Laborer selection process. C.J. Coakley will examine, monitor and modify its selection procedures as necessary to ensure that the selection criteria are applied uniformly and the hiring decisions for Laborer positions are made in a non-discriminatory manner, and to ensure that all stages of its revised selection procedures are in compliance with 41 C.F.R. § 60-1.4(a) and 41 C.F.R. Part 60-3, the Uniform Guidelines on Employee Selection Procedures ("UGESP"). In addition, within seventy-five (75) days from the effective date of this Agreement, C.J. Coakley shall contract with an outside source to conduct mandatory training for all human resources personnel, managers, and supervisors employed by C.J. Coakley for the life of this Agreement who are involved in the selection process for all positions including Laborers. C.J. Coakley can conduct this training simultaneously with the training referenced in the remedy for violation 1, set forth in paragraph 1D above. Such training will cover recruitment and applicant tracking procedures; the neutral application of the specified qualifications and criteria that will be used at each step in the selection process; procedures to be used to document the decisions made at each step in the selection process; and procedures to be used to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.4(a)(1), § 60-1.12(a) and Part 60-3. Such training will also cover subjects of equal employment opportunity rights and responsibilities, legal prohibitions against discrimination on the basis of sex, race, national origin, color, religion, gender identity, sexual orientation, disability and veteran status, and C.J. Coakley's commitment to diversity and non-discriminatory hiring.

3. **VIOLATION:** During the review period of January 1, 2011 through December 31, 2011, C.J. Coakley failed to demonstrate good faith efforts to achieve the 6.9 percent utilization goal for females in each of its construction trades in the Washington, D.C. Metropolitan Statistical Area (MSA), in violation of 41 C.F.R. § 60-4.6. Specifically, when the female goal was measured against the total work hours performed, there were 7e work hours 7e performed by females in the Carpenters trade. C.J. Coakley's goal and the actual work hour utilization percentages for females for this period were:

Construction Trade	Female Goal	Actual Utilization
Carpenters	6.9%	7e

REMEDY: The goal is currently 6.9 percent for females. C.J. Coakley will seek to expand its recruitment resources in order to attract female applicants for all of its construction trades. Additionally, C.J. Coakley will maintain documentation of its implementation of all 16 affirmative action steps (41 C.F.R. § 60-4.3(a)7(a)-(p) and will make it available to OFCCP upon request.



4. **VIOLATION:** During the period January 1, 2011 through December 31, 2011, C.J. Coakley failed to maintain a current file that included the name, address and telephone number of each female off-the-street applicant or each female referral from a recruitment source or community organization, and what action was taken with respect to each individual. This is a violation of 41 C.F.R. § 60-4.3(a)7.c.

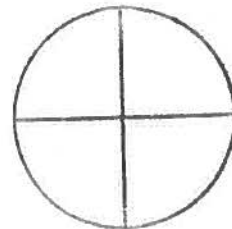
REMEDY: C.J. Coakley agrees that, effective immediately, it will establish and maintain a current file with the name, address and telephone number of each minority and female off-the-street applicant and referred applicant and what action was taken with respect to each individual, as required by 41 C.F.R. § 60-4.3(a)7.c. If an off-the-street applicant is referred but not hired, C.J. Coakley will document this in a file along with the reason and any additional actions taken.

5. **VIOLATION:** During the period January 1, 2011 through December 31, 2011, C.J. Coakley failed to direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving C.J. Coakley's recruitment area and employment needs no later than one month prior to the date for the acceptance of applications, as required by 41 C.F.R. § 60-4.3(a)7.(i).

REMEDY: Effective immediately, C.J. Coakley agrees to direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving C.J. Coakley's recruitment area and employment needs no later than one month prior to the date for the acceptance of applications. C.J. Coakley will send written notification to minority, female, and community organizations, such as those below, describing the openings, screening procedures, and tests to be used in the selection process, if applicable.

GSA Opportunities Center at St. Elizabeths
2701 Martin Luther King, Jr. Avenue, S.E.
Washington, DC 20032
Phone: (202) 561-6911
Contact: Ms. LaJuan Y. C. Stevens, Lead Opportunities Coordinator
E-Mail: lajuan.stevens@gsa.gov

DC Students Construction Trades Foundation
DC Apprenticeship Academy
1200 Clifton Street, N.W.
Washington, DC 20009
Phone: (202) 673-7346
Contact: Ms. Shelly Karriem
E-Mail: shelly.karriem@dc.gov



National Association of Women in Construction (NAWIC)
300 East Joppa Road
Baltimore, Maryland 21286
Phone: (443) 250-1307
Contact: Ms. Suzanne Boisseau
E-Mail: http://nawic-jobs.jobtarget.com/home/index.cfm?site_id=270

6. **VIOLATION:** During the period January 1, 2011 through December 31, 2011, C.J. Coakley failed to monitor, on a systematic and ongoing basis, seniority practices, job classifications, work assignments and other employment practices to ensure that they did not have a discriminatory effect, as required by 41 C.F.R. § 60-4.3(a)7.m.

REMEDY: Within thirty (30) days of the effective date of this agreement, C.J. Coakley agrees to develop a system to ensure that seniority practices, job classifications, work assignments and other employment practices do not have a discriminatory effect by continually recording and monitoring the same. C.J. Coakley will implement this system and take corrective actions for problems found during this monitoring process in the future.

7. **VIOLATION:** During the period January 1, 2011 through December 31, 2011, C.J. Coakley failed to prepare and maintain an affirmative action program (AAP) for protected veterans at each establishment, and accordingly failed to comply with any of its AAP obligations set forth in Subpart C of the regulations, 41 C.F.R. § 60-300.40-45.

REMEDY: So long as C.J. Coakley is awarded a direct contract or subcontract valued at \$100,000 or more on a federal direct project, C.J. Coakley will prepare and maintain an affirmative action program (AAP) for protected veterans at each establishment. The AAP shall set forth C.J. Coakley's policies and procedures in accordance with 41 C.F.R. § 60-300.40-45 (2014). This AAP may be integrated into or kept separate from other AAPs. C.J. Coakley shall review and update annually its AAP pursuant to 41 C.F.R. § 60-300.40(c), and must comply with all obligations set forth in Subpart C of the regulations, 41 C.F.R. § 60-300.40-45.

8. **VIOLATION:** During the period January 1, 2011 through December 31, 2011, C.J. Coakley failed to prepare and maintain an affirmative action program (AAP) for qualified individuals with disabilities at each establishment, and accordingly failed to comply with any of its AAP obligations set forth in Subpart C or the regulations, 41 C.F.R. § 60-741.40-45.

REMEDY: So long as C.J. Coakley is awarded a direct contract or subcontractor valued at \$50,000 or more on a federal direct project, C.J. Coakley will prepare and maintain an affirmative action program (AAP) for qualified individuals with disabilities at each establishment. The AAP shall set forth C.J. Coakley's policies and procedures in accordance with 41 C.F.R. § 60-741.40-45 (2014). This AAP may be integrated into or kept separate from other AAPs. C.J. Coakley shall review and update annually its AAP

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pursuant to 41 C.F.R. § 60-741.40(c), and must comply with all obligations set forth in Subpart C of the regulations, 41 C.F.R. § 60-741.40-45.

9. **VIOLATION:** During the period January 1, 2011 through December 31, 2011, C.J. Coakley failed to invite applicants for employment to identify themselves as a protected veteran, in violation of 41 C.F.R. § 60-300.42.

REMEDY: During the period remaining under C.J. Coakley's 2015 AAP, C.J. Coakley will invite applicants to identify as a veteran who is protected by VEVRAA, as required by 41 C.F.R. § 60-300.42.

With the effective date of its next affirmative action program (AAP), C.J. Coakley shall invite applicants to inform the contractor whether the applicant believes that he or she is a veteran protected by VEVRAA, as required by 41 C.F.R. § 60-300.42 (2014).

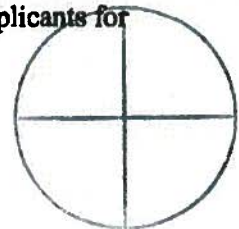
More specifically, C.J. Coakley shall invite applicants for employment, *prior* to an offer of employment, to voluntarily identify as a protected veteran. Additionally, C.J. Coakley shall invite applicants for employment, *after* an offer of employment but before applicants begin their job duties, to voluntarily inform C.J. Coakley whether the applicant believes that he or she is a protected veteran. C.J. Coakley may invite the applicant to also indicate if he or she belongs to one or more of the specific categories of protected veterans, as defined by 41 C.F.R. § 60-300.2(q). All invitations to self-identify as a protected veteran must comply with the requirements of 41 C.F.R. § 60-300.42(c). C.J. Coakley must keep all self-identification information confidential and maintain it in a separate data analysis file, rather than in its personnel or medical files, in accordance with 41 C.F.R. § 60-300.42(e).

10. **VIOLATION:** During the period January 1, 2011 through December 31, 2011, C.J. Coakley failed to invite applicants for employment to identify themselves as an individual with a disability, in violation of 41 C.F.R. § 60-741.42.

REMEDY: During the period remaining under C.J. Coakley's 2015 AAP, C.J. Coakley will invite applicants, after an offer of employment has been made and before the applicant begins work, to inform C.J. Coakley whether the applicant believes that he or she is an individual with a disability, in accordance with 41 C.F.R. § 60-741.42.

With the effective date of its next affirmative action program (AAP), C.J. Coakley shall invite both its applicants for employment, and its employees, to voluntarily self-identify as an individual with a disability, in accordance with 41 C.F.R. § 60-741.42 (2014). All invitations to self-identify must be made using the OMB-approved form for this purpose (available on the OFCCP website).

More specifically, C.J. Coakley shall invite each of its applicants for employment, *prior* to an offer of employment, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability, as that term is defined in C.F.R. § 60-741.2(g)(1)(i) or (ii). C.J. Coakley shall also invite each of its applicants for



employment, *after* an offer of employment has been made and before the applicant begins work, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability. In addition, during the first year it is subject to this requirement, C.J. Coakley shall invite each of its employees to voluntarily self-identify as an individual with a disability, and then extend this invitation again at five year intervals, thereafter. At least once during each interval, C.J. Coakley shall remind its employees that they may voluntarily update their disability-related self-identification information at any time. C.J. Coakley must keep all self-identification information confidential and maintain it in a separate data analysis file, rather than in its personnel or medical files, in accordance with 41 C.F.R. § 60-741.42(e).

11. **VIOLATION:** During the period January 1, 2011 through December 31, 2011, C.J. Coakley failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified protected veterans, in violation of 41 C.F.R. § 60-300.44(f), and failed to send written notification of company policy.

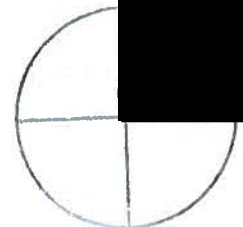
REMEDY: So long as C.J. Coakley is awarded a direct contract or subcontract valued at \$100,000 or more on a federal direct project, C.J. Coakley will undertake appropriate external outreach and positive recruitment activities, such as those described at 41 C.F.R. § 60-300.44(f)(1)-(8), that are reasonably designed to effectively recruit qualified protected veterans and shall document all activities it undertakes to meet this requirement.

With the effective date of its next affirmative action program (AAP), C.J. Coakley will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified protected veterans, such as those described at 41 C.F.R. § 60-300.44(f)(2) (2014). C.J. Coakley will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 C.F.R. § 60-300.44(f)(3). C.J. Coakley will document all activities it undertakes to comply with this section, in accordance with 41 C.F.R. § 60-300.44(f)(4).

C.J. Coakley will also send written notification of company policy related to its affirmative action efforts to all subcontractors, including subcontracting vendors and suppliers, requesting appropriate action on their part, as required by 41 C.F.R. § 60-300.44(f)(1)(ii). In particular, C.J. Coakley will solicit the assistance and support of the following organizations by sending their job vacancy announcements to:

Andrews Air Force Base
316 FSS/FSFR
1191 Menoher Drive
Andrews Air Force Base, Maryland 20762
Phone: (301) 981-7087/(301) 981-9213
Contact: Ms. Dottie Mazeross, Transition Assistance Program Manager

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Joint Base Anacostia-Bolling
20 McDill Boulevard
Joint Base Anacostia-Bolling, DC 20032
Phone: (202) 767-0450/(202) 433-6151
Contact: Ms. Margarita Mason, Transition Assistance Program Manager

12. **VIOLATION:** During the period January 1, 2011 through December 31, 2011, C.J. Coakley failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities, in violation of 41 C.F.R. § 60-741.44(f) and failed to send written notification of company policy.

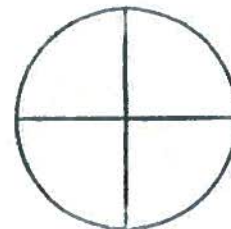
REMEDY: So long as C.J. Coakley is awarded a direct contract or subcontract valued at \$50,000 or more on a federal direct project, C.J. Coakley will undertake appropriate external outreach and positive recruitment activities, such as those described at 41 C.F.R. § 60-741.44(f)(1)-(7), that are reasonably designed to effectively recruit qualified individuals with disabilities and shall document all activities it undertakes to meet this requirement.

With the effective date of its next affirmative action program (AAP), C.J. Coakley will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities, such as those described at 41 C.F.R. § 60-741.44(f)(2) (2014). C.J. Coakley will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 C.F.R. § 60-741.44(f)(3). C.J. Coakley will document all activities it undertakes to comply with this section, in accordance with 41 C.F.R. § 60-741.44(f)(4).

C.J. Coakley will also send written notification of company policy related to its affirmative action efforts to all subcontractors, including subcontracting vendors and suppliers, requesting appropriate action on their part, as required by 41 C.F.R. § 60-741.44(f)(1)(ii). In particular, C.J. Coakley will solicit the assistance and support of the following organizations by sending their job vacancy announcements to:

D.C. Department on Disability Services
1125 15th Street, N.W.
Washington, DC 20005
Phone: (202) 730-1700
Contact: Ms. Cathy Anderson, Director of DDA

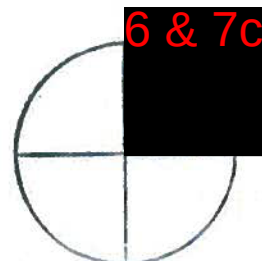
JobLink, City of Alexandria
1900 N. Beauregard Street, Suite 300
Alexandria, Virginia 22311
Phone: (703) 746-5940
Contact: Mr. Maurice Tomdio
E-mail: maurice.tomdio@alexandriava.gov



The SkillSource Group, Inc.
8300 Boone Boulevard, Suite 450
Vienna, Virginia 22182
Phone: (703) 361-4195
Contact: Ms. Lauren Parker
Email: lauren.parker@myskillsource.org

National Council on Disability
1331 F Street, N.W., Suite 850
Washington, DC 20004
Phone: (202) 272-3113
Contact: Ms. Sylvia Menifee, Director of Administration

C.J. Coakley commits that the above violations will not recur.



PART IV: REPORTING REQUIREMENTS

C.J. Coakley agrees to retain records pertinent to the alleged violations cited in Part III above, and to the reports submitted in compliance with Paragraph 2, below. These records shall include data and/or information underlying the required reports, specifically, but not limited to all applications, personnel records and analyses required to remedy the violations. These records will be retained until the expiration of the Agreement or consistent with regulatory requirements, whichever is later.

C.J. Coakley agrees to submit three (3) progress reports. The first report shall be due 240 days after the effective date of the Agreement and will cover the period from the effective date through the 225th day after the effective date. The second report shall be due September 30, 2016, and will cover the time period of September 1, 2015 through August 31, 2016. The third report shall be due September 29, 2017, and will cover the time period of September 1, 2016 through August 31, 2017. OFCCP shall advise C.J. Coakley within 60 calendar days of OFCCP's receipt of the second report and the third report whether any item is unacceptable or deficient.

C.J. Coakley will send each report to the following address:

U.S. Department of Labor
Office of Federal Contract Compliance Programs
Attention: Tom G. Wells, District Director
Two Hopkins Plaza, Suite 600
Baltimore, Maryland 21201

The first report will be due within 240 days of the effective date of the conciliation agreement and will include:

1. Documentation of monetary relief provided to all African-American Carpenter Class Members (collectively, "Carpenter Class Members") as specified in the Remedies to Violation Number 1. The documentation shall include copies of all signed "Information Verification and Employment Interest Forms" and canceled checks disbursed by C.J. Coakley to Class Members, or other equivalent documentation verifying that all eligible Carpenter Class Members were paid.
2. Documentation of all Carpenter Class Members who were offered and/or hired into Commercial Drywall Carpenter positions. The documentation will include copies of all written job offers extended to Carpenter Class Members; a list of the names of hired Class Members; a list of the names of Class Members who were offered positions but declined the offer or did not appear for work in accordance with the provisions of this Agreement; and for each Class Member offered a position, identify race, ethnicity, gender, job title, the date of hire or decline of position, the wage rate, and the date of termination if applicable, the reason for termination, and the terminated employee's contact information.



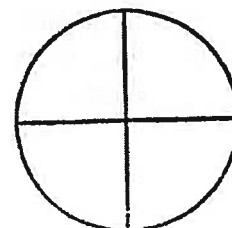
3. Documentation of monetary relief provided to all African-American Laborer Class Members (collectively, "African-American Class Members") as specified in the Remedies to Violation Number 2. The documentation shall include copies of all signed "Information Verification and Employment Interest Forms" and canceled checks disbursed by C.J. Coakley to Class Members, or other equivalent documentation verifying that all eligible Laborer Class Members were paid.
4. Documentation of all Laborer Class Members who were offered and/or hired into Laborer positions. The documentation will include copies of all written job offers extended to Laborer Class Members; a list of the names of hired Class Members; a list of the names of Class Members who were offered positions but declined the offer or did not appear for work in accordance with the provisions of this Agreement; and for each Class Member offered a position, identify race, ethnicity, gender, job title, the date of hire or decline of position, the wage rate, and the date of termination if applicable, the reason for termination, and the terminated employee's contact information.
5. Documentation that C.J. Coakley has designated a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out.

The second report will be due September 30, 2016, will cover the time period of September 1, 2015 through August 31, 2016, and will include:

1. A copy of C.J. Coakley's applicant flow log, by construction trade, that captures each applicant's name, race, ethnicity (Hispanic or non-Hispanic), gender, referral source, job applied for, application date, and if applicable, interview status, interview date, hire date, job title hired into and final disposition. For all applicants not selected, identify the reason for non-selection.
2. A construction employee roster in Microsoft Excel broken down by name, race, ethnicity (Hispanic or non-Hispanic), gender, job title, hire date, termination date, and hourly pay rate. The roster will include all construction trade employees employed by C.J. Coakley during the reporting period.
3. Documentation that C.J. Coakley provided equal employment opportunity rights and responsibilities training, including maintaining a work environment free of harassment, intimidation, threats and coercion, to all employees, including legal prohibitions against discrimination on the basis of gender, race, color, national origin, religion, disability, veteran status, sexual orientation and gender identity, and its commitment to diversity and nondiscrimination, as required by the Remedy for Violation Number 4 in this Conciliation Agreement. This documentation will include, but not be limited to, the following: copies of purchase orders or other proof of purchase and payment for the training; documentation showing who provided the training services; and documentation of training provided on particular date(s) to the managers, supervisors, and employees in attendance.



4. Documentation showing that C.J. Coakley directed its recruitment efforts to minority, female, and community organizations at least one month prior to the date for acceptance of applications when C.J. Coakley had employment opportunities available; and a record of the organizations' responses. The job vacancy announcements sent by C.J. Coakley to the recruitment sources will clearly state
 - a. C.J. Coakley's contact information, including the contact person's name and his/her telephone number and/or e-mail address, etc.;
 - b. That minority and female referrals are sought for construction trade careers;
 - c. The type of trade and number of job vacancies available; and
 - d. The deadline for submission of applications/referrals.
5. A copy of C.J. Coakley's file for the reporting period showing the name, address, and telephone number of each minority and female off-the-street applicant and referred applicant, and what action was taken with respect to each individual. If an off-the-street applicant was not hired, documentation of the reason and any additional actions taken must be recorded in the file.
6. Copies of the hiring and termination impact ratio analyses for the Carpenter and Laborer construction trades during the reporting period specified above. If adverse impact exists as that term is defined and described in 41 C.F.R. § 60-3.4(D), C.J. Coakley will include a detailed description of any actions taken to address the identified adverse impact.
7. A copy of C.J. Coakley's current Affirmative Action Program (AAP) for protected veterans, if applicable.
8. A copy of C.J. Coakley's current Affirmative Action Program (AAP) for individuals with disabilities, if applicable.
9. Copies of the forms completed by job applicants during the reporting period allowing them to self-identify as protected veterans, if applicable.
10. Copies of the OMB-approved forms completed by job applicants during the reporting period allowing them to self-identify as individuals with disabilities, if applicable.
11. Documentation that C.J. Coakley has undertaken appropriate outreach and positive recruitment activities, such as those listed in 41 C.F.R. § 60-300.44(f)(2) (2014), that are reasonably designed to effectively recruit veterans protected by VEVRAA, if applicable. This will include documentation showing C.J. Coakley solicited the assistance and support of at least the organizations identified above in Part III/Violation 12 when it had opportunities to hire.

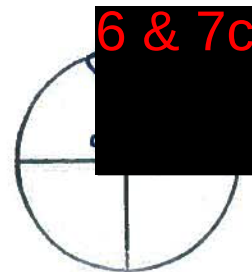


12. Documentation that C.J. Coakley has undertaken appropriate outreach and positive recruitment activities, such as those listed in 41 C.F.R. § 60-741.44(f)(2) (2014), that are reasonably designed to effectively recruit qualified individuals with a disability, if applicable. This will include documentation showing C.J. Coakley solicited the assistance and support of at least the organizations identified above in Part III/Violation 13 when it had opportunities to hire.
13. If applicable, a roster of applicants referred by disability and protected veteran recruitment sources and their disability and veteran status (if disclosed); the disposition of each such applicant in C.J. Coakley's selection process, including the stage of the selection process where the disposition occurred; and, if hired, the job title, hire date, and wage rate.

The third report will be due September 29, 2017, will cover the time period of September 1, 2016 through August 31, 2017, and will include the same items required by the second report.

TERMINATION DATE: This Conciliation Agreement shall remain in effect until sixty (60) days following C.J. Coakley's submission of the final report, or until such time as OFCCP has deemed that C.J. Coakley has met all conditions of this Agreement. The date of signature by the OFCCP Regional Director will constitute the effective date of this Agreement.

INTEGRATION CLAUSE: This Agreement represents the full Agreement between C.J. Coakley and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither C.J. Coakley, nor OFCCP relies upon any promise, representation of fact or law, or other inducement that is not expressed in this Agreement. This Agreement may be modified only by written agreement of the Parties affected and may not be modified by any oral agreement.



PART V: SIGNATURES

This Conciliation Agreement is hereby executed by and between the U.S. Department of Labor/Office of Federal Contract Compliance Programs and C.J. Coakley Co., Inc., 7732 Lee Highway Service Road, Falls Church, Virginia 22042

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MARIA COAKLEY DAVID
CEO & CFO
C.J. Coakley Co., Inc.
Falls Church, Virginia 22042

Date:

8/19/15

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MICHELE HODGE
Regional Director
U.S. Department of Labor/OFCOP
Mid-Atlantic Regional Office
Philadelphia, Pennsylvania 19106

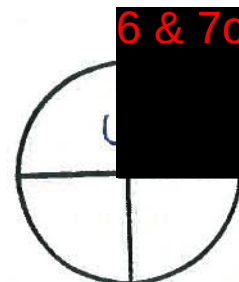
Date:

8/19/15

ATTACHMENT 1A

AFRICAN-AMERICAN CARPENTER CLASS MEMBERS

No.	Name	Date of Application/Referral
1	6 & 7c	02/23/2012
2		02/23/2012
3		08/26/2011
4		02/23/2012
5		04/15/2011
6		11/07/2011
7		04/15/2011
8		02/23/2012
9		11/07/2011
10		11/07/2011
11		08/26/2011
12		08/26/2011
13		11/07/2011
14		05/02/2011
15		03/04/2012
16		11/08/2011
17		04/15/2011
18		03/31/2011
19		11/07/2011
20		11/07/2011
21		04/06/2011



ATTACHMENT 1B

NOTICE TO AFFECTED CLASS

Dear Mr./Ms. :

C.J. Coakley Co., Inc. ("C.J. Coakley") and the U.S. Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to remedy the violations of Executive Order 11246 ("E.O. 11246"), Section 503 of the Rehabilitation Act ("Section 503"), and the Vietnam Era Veterans' Readjustment Assistance Act ("VEVRAA") that OFCCP found during a compliance review of C.J. Coakley's construction projects in the Washington, D.C. MSA. OFCCP's analysis of C.J. Coakley's hiring process and selection procedures revealed that during the period of January 1, 2011 through May 31, 2012 ("review period") there was a disparity in the hiring of commercial drywall carpenters based on race. C.J. Coakley has not admitted to any violation of E.O. 11246, Section 503, and/or VEVRAA, and there has not been any adjudicated finding that C.J. Coakley violated any laws. OFCCP and C.J. Coakley entered into the Agreement to resolve the matter without resorting to further legal proceedings. You have been identified as an individual who applied for a commercial drywall carpenter position during that time period, but were not hired.

As part of this Agreement, you are eligible to receive a distribution of at least \$6,428.57, less lawful payroll deductions. Under the terms of this Agreement it may take up to five months from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification and Employment Interest Form. You should complete and mail back the form as soon as possible; it *must* be postmarked to the address below no later than thirty (30) days after the date this Notice was delivered, as evidenced by the return receipt, to be entitled to participate in this settlement:

***Ms. Maria Coakley David
Chief Executive Officer & Chief Financial Officer
C.J. Coakley Co., Inc.
7732 Lee Highway Service Road
Falls Church, Virginia 22042***

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification and Employment Interest Form. **Please note that absolutely no Forms can be accepted after February 15, 2016.**

In addition to the monetary distribution, C.J. Coakley will be making job offers for commercial drywall carpenter positions to a limited number of individuals receiving this notification. It is not certain that you will receive a job offer. If you are still interested in employment with C.J. Coakley as a commercial drywall carpenter, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for commercial drywall carpenter positions in the order that C.J. Coakley receives the Information Verification and Employment Interest Form expressing an interest in employment. If you have any questions, you may call Ms. Coakley David at C.J. Coakley 800-2408,



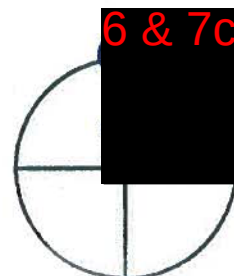
or OFCCP Compliance Officer 7e [REDACTED] at 7e [REDACTED]. Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO C.J. COAKLEY WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS DELIVERED, AS EVIDENCED BY THE RETURN RECEIPT, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Sincerely,

Maria Coakley David
Chief Executive Officer & Chief Financial Officer

Enclosures: Information Verification and Employment Interest Form



ATTACHMENT 1C

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

You must complete this form in order to be eligible for the monetary payment and/or employment opportunities under the terms of the Conciliation Agreement ("Agreement") between C.J. Coakley Co., Inc. ("C. J. Coakley") and the U.S. Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Nos.: Home _____ Cell _____ Work _____

E-Mail Address: _____

Notify C.J. Coakley at the address below if your address or phone number changes within the next twelve months.

Ms. Maria Coakley David
Chief Executive Officer & Chief Financial Officer
C.J. Coakley Co., Inc.
7732 Lee Highway Service Road
Falls Church, Virginia 22042

Your Social Security Number (to be used for tax purposes only): _____ - _____ - _____

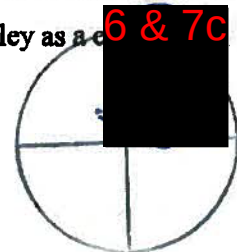
For purposes of this settlement, it is necessary to verify your race:

Caucasian ☐ African-American ☐ Hispanic ☐ Asian ☐ Native American ☐

Please indicate below whether you are currently interested in employment in a commercial drywall carpenter position with C.J. Coakley. If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

☐ Yes, I am still interested in employment with C.J. Coakley as a commercial drywall carpenter. The fastest way to contact me about employment is: _____

☐ No, I am not currently interested in employment with C.J. Coakley as a commercial drywall carpenter.

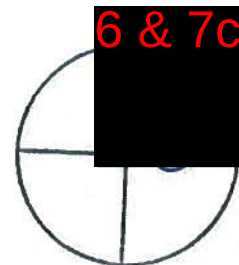


IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW WITHIN THIRTY (30) DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS DELIVERED, AS EVIDENCED BY THE RETURN RECEIPT, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

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

Signature

Date



ATTACHMENT 2A

AFRICAN-AMERICAN LABORER CLASS MEMBERS

No.	Name	Date of Application
1	6 & 7c	02/23/2012
2		04/15/2011
3		03/14/2011
4		11/16/2011
5		04/15/2011
6		08/26/2011
7		04/15/2011
8		01/06/2012
9		02/23/2012
10		04/15/2011
11		04/15/2011
12		03/30/2011
13		02/23/2012
14		03/29/2011
15		04/15/2011
16		03/30/2011



ATTACHMENT 2B

NOTICE TO AFFECTED CLASS

Dear Mr./Ms. :

C.J. Coakley Co., Inc. ("C.J. Coakley") and the U.S. Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to remedy the violations of Executive Order 11246 ("E.O. 11246"), Section 503 of the Rehabilitation Act ("Section 503"), and the Vietnam Era Veterans' Readjustment Assistance Act ("VEVRAA") that OFCCP found during a compliance review of C.J. Coakley's construction projects in the Washington, D.C. MSA. OFCCP's analysis of C.J. Coakley's hiring process and selection procedures revealed that during the period of January 1, 2011 through May 31, 2012 ("review period") there was a disparity in the hiring of laborers based on race. C.J. Coakley has not admitted to any violation of E.O. 11246, Section 503, and/or VEVRAA, and there has not been any adjudicated finding that C.J. Coakley violated any laws. OFCCP and C.J. Coakley entered into the Agreement to resolve the matter without resorting to further legal proceedings. You have been identified as an individual who applied for a laborer position during that time period, but were not hired.

As part of this Agreement, you are eligible to receive a distribution of at least \$1,250.00, less lawful payroll deductions. Under the terms of this Agreement it may take up to five months from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification and Employment Interest Form. You should complete and mail back the form as soon as possible; it *must* be postmarked to the address below no later than thirty (30) days after the date this Notice was delivered, as evidenced by the return receipt, to be entitled to participate in this settlement:

***Ms. Maria Coakley David
Chief Executive Officer & Chief Financial Officer
C.J. Coakley Co., Inc.
7732 Lee Highway Service Road
Falls Church, Virginia 22042***

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification and Employment Interest Form. **Please note that absolutely no Forms can be accepted after February 15, 2016.**

In addition to the monetary distribution, C.J. Coakley will be making job offers for laborer positions to a limited number of individuals receiving this notification. It is not certain that you will receive a job offer. If you are still interested in employment with C.J. Coakley, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for laborer positions in the order that C.J. Coakley receives the Information Verification and Employment Interest Form expressing an interest in employment. If you have any questions, you may call Ms. Coakley David at 6 & 7Cey at

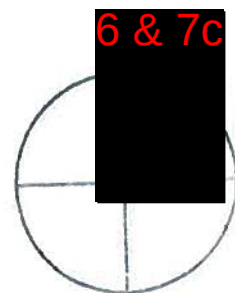
(703) 573-2408, or OFCCP Compliance Officer **7e** at **7e**. Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO C.J. COAKLEY WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS DELIVERED, AS EVIDENCED BY THE RETURN RECEIPT, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Sincerely,

Maria Coakley David
Chief Executive Officer & Chief Financial Officer

Enclosures: Information Verification and Employment Interest Form



ATTACHMENT 2C

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

You must complete this form in order to be eligible for the monetary payment and/or employment opportunities under the terms of the Conciliation Agreement ("Agreement") between C.J. Coakley Co., Inc. ("C.J. Coakley") and the U.S. Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Nos.: Home _____ Cell _____ Work _____

E-Mail Address: _____

Notify C.J. Coakley at the address below if your address or phone number changes within the next twelve months.

***Ms. Maria Coakley David
Chief Executive Officer & Chief Financial Officer
C.J. Coakley Co., Inc.
7732 Lee Highway Service Road
Falls Church, Virginia 22042***

Your Social Security Number (to be used for tax purposes only): _____ - _____ - _____

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

Caucasian ☐ African-American ☐ Hispanic ☐ Asian ☐ Native American ☐

Please indicate below whether you are currently interested in employment in a laborer position with C.J. Coakley. If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

☐ Yes, I am still interested in employment with C.J. Coakley as a laborer. The best and fastest way to contact me when there are openings is: _____

6 & 7c

[] No, I am not currently interested in employment with C.J. Coakley as a laborer.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW WITHIN THIRTY (30) DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS DELIVERED, AS EVIDENCED BY THE RETURN RECEIPT, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

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

Signature

Date

6 & 7c

