

CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

FORT MYER CONSTRUCTION CORPORATION

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (“OFCCP”) initiated investigations based on complaints of two individuals at Fort Myer Construction Corporation’s (“Fort Myer”) facility located at 2237 33rd Street, N.E., Washington, D.C. 20018 on October 29, 2015 and December 12, 2017 and found that Fort Myer was not in compliance with the Executive Order 11246, as amended (“E.O. 11246”) and its implementing regulations at 41 C.F.R. Section 60-1. OFCCP notified Fort Myer of the specific violations found and the corrective actions required in a Notification of Results of Investigation issued on September 22, 2017. Fort Myer believes that it was and is in compliance with laws and regulations. OFCCP agrees that its investigations resulting from the complaints are final and complete. 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 Fort Myer enter this contract (“Conciliation Agreement” or “Agreement”) and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Fort Myer’s fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not institute administrative or judicial enforcement proceedings under E.O. 11246 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 Fort Myer violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Fort Myer 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. Fort Myer will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.

3. Fort Myer understands that nothing in this Agreement relieves Fort Myer of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 793 (“Section 503”), and/or the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212 (“VEVRAA”), their implementing regulations, and other applicable equal employment laws.
4. Fort Myer 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 Fort Myer submits the final progress report required in Part IV (1) below, unless OFCCP notifies Fort Myer in writing prior to the expiration date that Fort Myer has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Fort Myer has met all of its obligations under the Agreement.
10. If Fort Myer violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that Fort Myer violated any term of the Agreement while it was in effect, OFCCP will send Fort Myer a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) Fort Myer 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 Fort Myer 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. Fort Myer may be subject to the sanctions set forth in Section 209 of the Executive Order and/or other appropriate relief for violation of this Agreement.

11. This Agreement does not constitute an admission by Fort Myer of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Fort Myer violated any laws.

PART III. SPECIFIC ALLEGED VIOLATIONS AND REMEDIES

1. ALLEGED VIOLATION: OFCCP found that Fort Myer is not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 C.F.R. § 60-1.4(a)(1). OFCCP's analysis of Fort Myer's termination process has led OFCCP to conclude that Fort Myer discriminated against (b) (6), (b) (7)(C) on the basis of their race.

REMEDY: Prior to June 14, 2018, Fort Myer has ceased using any policies and practices that may have resulted in any discrimination referenced in this violation, and Fort Myer will abide by the terms set forth below. Specifically,

- a) Notice: Within 15 calendar days of the Effective Date of this Agreement, Fort Myer must notify (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) of the terms of this Agreement by mailing by certified mail/return-receipt requested the Notice to Class Member (Attachment A, "Notice"), the Claim Form (Attachment B, "Claim Form"), the Release of Claims under E.O. 11246 (Attachment C, "Release Form"), and a postage-paid return envelope. Fort Myer will notify OFCCP if the letters were returned as undeliverable within five (5) days after the response deadline. In addition, within 10 days after expiration of the response deadline set out in the Claim Form, Fort Myer will inform OFCCP if (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C) has not yet responded to the Notice and/or has not returned a signed Claim Form. OFCCP will then attempt to obtain and provide an updated address to Fort Myer within five (5) days of receiving the information from Fort Myer. Fort Myer agrees to send by certified mail/return-receipt requested, a second Notice, Claim Form, Release Form, and postage-paid return envelope to (b) (6), (b) (7)(C) and/or (b) (6), (b) (7)(C) at the updated address within five (5) days of receiving the updated address.
- b) Eligibility: (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) must sign and return the Claim Form and Release Form to Fort Myer within 30 calendar days of the postmarked date on the envelope containing the first or second Notice, Claim Form, and Release Form to receive the monetary settlement. If (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C) receives, but does not return, the Claim Form and Release Form to Fort Myer within 30 calendar days of the postmarked date on the envelope containing the first or second Notice, Claim Form, and Release Form, he will no longer be entitled to a payment under this Agreement.

c) Monetary Settlement:

- 1) Fort Myer agrees to distribute \$5,005.24 in back pay and \$254.76 in interest (\$5,260.00 total), less legal deductions required by law from back pay only (such as federal, state and/or local taxes and (b) (6), (b) (7)(C)'s share of FICA taxes) to (b) (6), (b) (7)(C). Fort Myer will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail (b) (6), (b) (7)(C) an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. These IRS forms will be mailed at the end of the year. Fort Myer will disburse the monetary settlement within 15 calendar days of its receipt of (b) (6), (b) (7)(C)'s completed Claim Form and Release Form.
- 2) Fort Myer agrees to distribute \$9,515.67 in back pay and \$484.33 in interest (\$10,000.00 total), less legal deductions required by law from back pay only (such as federal, state and/or local taxes and (b) (6), (b) (7)(C)'s share of FICA taxes) to (b) (6), (b) (7)(C). Fort Myer will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail (b) (6), (b) (7)(C) an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. These IRS forms will be mailed at the end of the year. Fort Myer will disburse the monetary settlement within 15 calendar days of its receipt of (b) (6), (b) (7)(C)'s completed Claim Form and Release Form.

Within five (5) calendar days of Fort Myer's receipt of a check to (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C) returned as undeliverable, Fort Myer will notify OFCCP of this fact via e-mail sent to District Director Tom G. Wells at (b) (6), (b) (7)(C)@dol.gov. OFCCP will attempt to locate (b) (6), (b) (7)(C) and/or (b) (6), (b) (7)(C), and if OFCCP obtains an alternate address, Fort Myer will re-mail the check within 15 calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 days after the initial date the check was mailed to (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C) will be void.

d) Employment:

- 1) Fort Myer will place (b) (6), (b) (7)(C) in the next skilled laborer position that becomes available and in any case no later than thirty (30) days after receipt of (b) (6), (b) (7)(C)'s Claim Form and Release Form.

(b) (6), (b) (7)(C) will be allowed at least two weeks to report for work after receiving a written job offer from Fort Myer. When (b) (6), (b) (7)(C) is hired into a skilled laborer position pursuant to this Agreement, (b) (6), (b) (7)(C) must be paid his last hourly wage rate at Fort Myer or the current wage rate for the pertinent position commensurate with (b) (6), (b) (7)(C)'s skills and experience, whichever is higher, and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other employees. In addition, when (b) (6), (b) (7)(C) is hired, (b) (6), (b) (7)(C) must receive retroactive standing using the

date of (b) (6), (b) original hire date with Fort Myer for all purposes, including job retention and benefits.

- 2) Fort Myer has already accepted (b) (6), (b) (7)(C) back to work as a skilled laborer so no offer of employment is necessary. However, when the next driver position of the type (b) (6), (b) (7)(C) previously occupied (i.e., “stake body/crew” truck) becomes available, Fort Myer will transfer (b) (6), (b) (7)(C) into the driver position with standard remuneration established by Fort Myer for the driver position compatible with the necessary skills, experience, and requirements of that position. Fort Myer must also provide (b) (6), (b) (7)(C) with the same benefits and opportunity to earn overtime and shift differentials as other comparable employees.
 - e) Revised Termination Practices: Fort Myer has revised, and if and to the extent necessary, Fort Myer will continue to revise, in writing, any practices, policies, and procedures it uses to terminate employees that may potentially violate any laws or regulations, and provide training to such employees as are necessary to carry out any such revisions. In the last calendar year, Fort Myer revised and implemented new procedures for handling terminations, including implementing new policies requiring certain management and Human Resources reviews of hiring and termination actions. All updated Fort Myer policies and procedures are set to be reissued in the form of a new Employee Handbook (50+ pages) to all employees by October 1, 2018. Fort Myer has also in the past year updated and republished its policies and procedures regarding the ability of employees to file complaints, including appeal to an independent Ombudsman, leaving messages either on an anonymous telephone line, or in a message box, or by personally visiting the President of the Company. In the last calendar year, Fort Myer has also implemented a system by which managers can issue citations against other employees electronically. These types of reports are reviewed by a five-member Disciplinary Committee, whose members are diverse (i.e., mid-level management, female, male, African-American, Hispanic). The Committee maintains frequent (i.e., minimum weekly) meetings to address and deal with such complaints, and citations.
 - f) Monitoring: Fort Myer agrees to continue to monitor its termination processes and practices. Fort Myer agrees to continue to investigate any internal complaints it receives alleging discriminatory termination, and to resolve such allegations when warranted. Fort Myer agrees to maintain and make available to OFCCP records concerning these processes, practices, and internal complaints. This information will be maintained until the expiration of this Agreement or as long as required by the regulations, whichever is later.
2. ALLEGED VIOLATION: OFCCP found that Fort Myer is not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 C.F.R. § 60-1.4(a)(1), and with the affirmative action specification at 41 C.F.R. § 60-4.3(a)7.a. Based upon its investigation, OFCCP found that Fort Myer failed to ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites.

REMEDY: Prior to June 14, 2018, Fort Myer began to ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites.

- a) Revised Anti-Harassment Practices: Fort Myer has revised, and if and to the extent necessary, Fort Myer will continue to revise, in writing, any practices, policies, and procedures it uses to protect employees from harassment and intimidation that may potentially violate any laws or regulations, and provide training to such employees as are necessary to carry out any such revisions. Implementation of anti-discrimination and anti-harassment policies and procedures are set forth within the descriptions in paragraph 1.e., above. Starting in 2018, Fort Myer began additional semiannual training in harassment, discrimination, and leadership, holding 2 sessions in June and July, 2018 for all field personnel, and 10 sessions between July and August 2018 for all administrative employees. One-on-one training continues weekly conducted by the Training Director and/or his assistant meeting with field management at job sites or in the home office during, prior to or following operations. The Training Director also regularly checks with and monitors discussions with management and nonmanagement field employees to uncover and deal with issues before they can become complaints.
- b) Monitoring: Fort Myer agrees to continue to monitor its anti-harassment and intimidation processes and practices. Fort Myer agrees to continue to investigate any internal complaints it receives alleging harassment or intimidation, and to resolve such allegations when warranted. Fort Myer agrees to maintain and make available to OFCCP records concerning these processes and practices. This information will be maintained until the expiration of this Agreement or as long as required by the regulations, whichever is later.

PART IV. REPORTS REQUIRED

1. Fort Myer must submit the documents and reports described below to Tom G. Wells, District Director, U.S. Department of Labor/OFCCP, 2 Hopkins Plaza, Suite 600, Baltimore, MD 21201.
 - A. The first report will be due no later than October 30, 2018 and will include:
 - 1) Copies of the Notices sent to (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C);
 - 2) Copies of the Claim Forms returned by (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C);
 - 3) Copies of the Release of Claims under E.O. 11246 returned by (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C);
 - 4) Documentation of the monetary payments made to (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) as specified in Part III.1(c). The documentation must include the number and the amount of the checks (e.g., pay stubs) and the date the checks cleared the bank. Fort Myer will provide OFCCP with copies of the canceled checks upon request;

- 5) A copy of the job offer made to (b) (6), (b) (7)(C) and a copy of the human resources form confirming (b) (6), (b) (7) re-start date and (b) (6), (b) (7) starting hourly wage rate;
- 6) If (b) (6), (b) (7)(C) was added to the stake body/crew truck driver position during the reporting period, a copy of the appropriate status form(s) showing (b) (6), (b) (7)(C) was added to that driver position and confirming the appropriate date and added remuneration;
- 7) Copies of Fort Myer's revised policies and procedures, if any, governing terminations and a working environment free of harassment and intimidation;
- 8) Documentation of any training provided to management and personnel involved in terminating employees or in maintaining a working environment free of harassment and intimidation, on Fort Myer's revised policies and procedures, its equal employment opportunity obligations, and its nondiscrimination policies. The documentation should include the agenda of any training meetings and a sign-in sheet showing attendance by personnel responsible for making or implementing such personnel decisions.

B. The second and final report will be due no later than November 30, 2018 and will include:

- 1) If (b) (6), (b) (7)(C) was added to the above driver position during the reporting period, a copy of the appropriate status form(s) showing (b) (6), (b) (7)(C) was added to a driver position and confirming the appropriate date and added remuneration;
 - 2) A summary of what Fort Myer learned by monitoring its termination and working environment processes and practices.
2. Fort Myer will retain all records and data pertinent to the violations resolved by this Agreement and/or used to prepare required reports until this Agreement expires or as long as required by OFCCP's regulations, whichever date occurs later.

TERMINATION DATE: This Conciliation Agreement shall remain in effect until sixty (60) days following Fort Myer's submission of the final progress report, or until such time as OFCCP has reasonably deemed that Fort Myer 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 Fort Myer and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither Fort Myer 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 OFCCP and Fort Myer Construction Corporation, 2237 33rd Street, N.E., Washington, D.C. 20018.

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

JOSE RODRIGUEZ
President
Fort Myer Construction Corporation
Washington, D.C. 20018

Date: 8/30/18

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

CHRISTOPHER KERNS
Vice President & Senior General Counsel
Fort Myer Construction Corporation
Washington, D.C. 20018

Date: 8/30/18

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

MICHELE HODGE
Regional Director
U.S. Department of Labor/OFCCP
Mid-Atlantic Region
Philadelphia, PA 19106

Date: 8/30/18

Notice for (b) (6), (b) (7)(C)

We are writing to provide information about a legal settlement between the U.S. Department of Labor and Fort Myer Construction Corporation that may benefit you. This settlement involves claims of termination discrimination, and our records show that you may be covered by the settlement. If you take the steps described in this Notice by the deadline below, you will be eligible for a payment of back wages and/or a job with Fort Myer Construction Corporation.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted an investigation of Fort Myer Construction Corporation's termination and anti-harassment practices based on your complaint. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity through affirmative action requirements that apply to federal contractors. OFCCP issued a Notification of Results of Investigation alleging that Fort Myer Construction Corporation discriminated against you on the basis of your race. Fort Myer Construction Corporation denies those claims. Ultimately, OFCCP and Fort Myer Construction Corporation 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 a Notification of Results of Investigation issued by OFCCP.

WHAT DOES THIS MEAN FOR YOU?

You are eligible to receive a payment of \$5,260.00 (before taxes). This payment represents your share of back wages and interest payments Fort Myer Construction Corporation is making to settle the lawsuit. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.

You may be eligible for a job offer. Fort Myer Construction Corporation will be making you a job offer as a skilled laborer. It is not guaranteed that you will receive a job offer. If you are interested in a job with Fort Myer Construction Corporation, please express your interest on the enclosed Claim Form.

To get these benefits, you will need to sign the enclosed Claim and Release forms.

WHAT IS YOUR NEXT STEP?

You should read this Notice, the Claim and Release forms, and any other information you received from the U.S. Department of Labor.

Please do not ignore these documents or throw them away. Otherwise, you could miss an opportunity to receive money and a job with Fort Myer Construction Corporation.

To be eligible for a payment, you must complete, sign, and return **both** the following enclosed forms,(1) the Claim form and (2) the "Release of Claims Under Executive Order 11246" form by *September 30, 2018*. Send your completed and signed forms to:

Mr. Kenneth Cucina
Compliance Officer
Fort Myer Construction Corporation
2237 33rd Street, N.E.
Washington, D.C. 20018

The forms must be postmarked or delivered by *September 30, 2018*.

If you fail to return both of the required forms by the deadline, you will not be eligible to receive any money, consideration for a job opportunity, or any other benefits that are available to you by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact Tom G. Wells, District Director with the U.S. Department of Labor's OFCCP at (410) 962-6480 or (b) (6), (b) (7)(C) [@dol.gov](mailto:tom.g.wells@dol.gov).

Notice for (b) (6), (b) (7)(C)

We are writing to provide information about a legal settlement between the U.S. Department of Labor and Fort Myer Construction Corporation that may benefit you. This settlement involves claims of discrimination in job assignments and pay, and our records show that you may be covered by the settlement. If you take the steps described in this Notice by the deadline below, you will be eligible for a payment of back wages.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted an investigation of Fort Myer Construction Corporation's job assignment and pay practices based on your complaint. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity through affirmative action requirements that apply to federal contractors. OFCCP and Fort Myer Construction Corporation 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 an investigation by OFCCP.

WHAT DOES THIS MEAN FOR YOU?

You may be eligible to receive a payment of \$10,000.00 (before taxes). This payment represents your share of back wages and interest payments Fort Myer Construction Corporation is making to settle the lawsuit. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.

To get these benefits, you will need to sign the enclosed Claim and Release forms.

WHAT IS YOUR NEXT STEP?

You should read this Notice, the Claim and Release forms, and any other information you received from the U.S. Department of Labor.

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

To be eligible for a payment, you must complete, sign, and return **both** the following enclosed forms, (1) the Claim form and (2) the "Release of Claims Under Executive Order 11246" form by *September 30, 2018*. Send your completed and signed forms to:

Mr. Kenneth Cucina
Compliance Officer
Fort Myer Construction Corporation
2237 33rd Street, N.E.
Washington, D.C. 20018

The forms must postmarked or delivered by *September 30, 2018*.

If you fail to return both of the required forms by the deadline, you will not be eligible to receive any money or any other benefits that are available to you by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact Tom G. Wells, District Director with the U.S. Department of Labor's OFCCP, at (410) 962-6480 or (b) (6), (b) (7)(C)@dol.gov.

Claim Form – (b) (6), (b) (7)(C)

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS CLAIM FORM.

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

DEADLINE TO RESPOND IS SEPTEMBER 30, 2018

You will be eligible for a money payment from the settlement and you can express interest in a job offer. You can receive a money payment even if you do not express interest in a job.

To receive benefits (such as money or a job offer), you must complete and return this Claim Form and the enclosed Release Form. Both must be postmarked or delivered on or before *September 30, 2018*, to:

Mr. Kenneth Cucina
Compliance Officer
Fort Myer Construction Corporation
2237 33rd Street, N.E.
Washington, D.C. 20018

If you do not submit a completed Claim Form and Release Form on or before *September 30, 2018*, 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 from this settlement.**

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

This Claim 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 a job offer.

NOTE: This notice is only for the person it was sent to and cannot be transferred or used by another person who is not part of the settlement.

Step 1: Please provide the following contact information to process your payment (please PRINT legibly).

Name: _____ (b) (6), (b) (7)(C)

Home Phone: _____

Cell Phone: _____

Email Address: _____

- I confirm that the address on the cover letter is correct.
- The address on the cover letter is not correct. My correct address is:

Address: _____

Please provide the last four digits of your social security number: _____

The last four digits of your Social Security Number are 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 address changes, or contact us if you have any questions about this claim form, the notice, or the settlement.

Mr. Tom G. Wells
District Director
Two Hopkins Plaza, Suite 600
Baltimore, MD 21201
(410) 962-6480
(b) (6), (b) (7)(C)@dol.gov
<https://www.dol.gov/ofccp/>

Step 2: Inform us if you are interested in a position:

- Yes, I am still interested in a skilled laborer position with Fort Myer Construction Corporation.

No, I am not currently interested in a skilled laborer position with Fort Myer Construction Corporation.

Step 3: Sign and return along with the Release Form.

I certify the above as true and correct.

Signature

Date

Claim Form – (b) (6), (b) (7)(C)

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS CLAIM FORM.

INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR MONEY (BACK WAGES) FROM THE SETTLEMENT

DEADLINE TO RESPOND IS SEPTEMBER 30, 2018

You will be eligible for a money payment from the settlement.

To receive benefits (such as money), you must complete and return this Claim Form and the enclosed Release Form. Both must be postmarked or delivered on or before *September 30, 2018*, to:

Mr. Kenneth Cucina
Compliance Officer
Fort Myer Construction Corporation
2237 33rd Street, N.E.
Washington, D.C. 20018

If you do not submit a completed Claim Form and Release Form on or before *September 30, 2018*, then your claim will not be on time and **you will not receive any money from this settlement.**

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

This Claim Form will only be used to confirm important information we need in order to make sure you are eligible to receive money under this settlement and process your payment.

NOTE: This notice is only for the person it was sent to and cannot be transferred or used by another person who is not part of the settlement.

Step 1: Please provide the following contact information to process your payment (please PRINT legibly).

Name: _____ (b) (6), (b) (7)(C)

Home Phone: _____

Cell Phone: _____

Email Address: _____

- I confirm that the address on the cover letter is correct.
- The address on the cover letter is not correct. My correct address is:

Address: _____

Please provide the last four digits of your social security number: _____
The last four digits of your Social Security Number are 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 address changes, or contact us if you have any questions about this claim form, the notice, or the settlement.

Mr. Tom G. Wells
District Director
Two Hopkins Plaza, Suite 600
Baltimore, MD 21201
(410) 962-6480
(b) (6), (b) (7)(C)@dol.gov
<https://www.dol.gov/ofccp/>

Step 2: Sign and return along with the Release Form.

I certify the above as true and correct.

Signature

Date

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

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

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

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Fort Myer Construction Corporation ("Fort Myer") providing you with money and/or a potential job offer, you agree that you will not file any lawsuit against Fort Myer for allegedly violating Executive Order 11246 in connection with your termination or a hostile working environment during 2015. It also says that Fort Myer does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money and/or a potential job offer.

In consideration of the payment of \$5,260.00 (less deductions required by law) and a potential job offer for a skilled laborer position by Fort Myer to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Fort Myer, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my termination or a hostile working environment during 2015. I hereby represent that I do not know of any such pending actions under any legal authority.

II.

I understand that Fort Myer denies that it treated me unlawfully or unfairly in any way and that Fort Myer 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 and a potential job offer described above to resolve without further legal proceedings all issues related to OFCCP's complaint investigation of Fort Myer initiated on October 29, 2015. I further agree that the payment of the aforementioned sum and a potential job offer by Fort Myer to me is not to be construed as an admission of any liability by Fort Myer.

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.

I understand that if I do not sign this Release and return it to Mr. Kenneth Cucina at Fort Myer such that it is received by September 30, 2018, I will not be entitled to receive any payment (less deductions required by law) and/or a potential job offer for a skilled laborer position.

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

Signature: _____

Date: _____

Printed Name: _____

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

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

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

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Fort Myer Construction Corporation ("Fort Myer") providing you with money, you agree that you will not file any lawsuit against Fort Myer for allegedly violating Executive Order 11246 in connection with your pay or job assignment, your termination or a hostile working environment during 2017-2018 through the date of this Release. It also says that Fort Myer does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of the payment of \$10,000.00 (less deductions required by law) by Fort Myer to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Fort Myer, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my pay or job assignment, my termination or a hostile working environment during 2017-2018 through the date of this Release. I hereby represent that I do not know of any such pending actions under any legal authority.

II.

I understand that Fort Myer denies that it treated me unlawfully or unfairly in any way and that Fort Myer 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 without further legal proceedings all issues related to OFCCP's complaint investigation of Fort Myer initiated on December 12, 2017. I further agree that the payment of the aforementioned sum by Fort Myer to me is not to be construed as an admission of any liability by Fort Myer.

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.

I understand that if I do not sign this Release and return it to Mr. Kenneth Cucina at Fort Myer such that it is received by September 30, 2018, I will not be entitled to receive any payment (less deductions required by law).

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

Signature: _____

Date: _____

Printed Name: _____