

CONCILIATION AGREEMENT

Between

THE U.S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

U.S. Security Associates, Inc.

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (OFCCP) evaluated U.S. Security Associates, Inc., Branch 310 (USSA) located at 800 W. Airport Freeway, Suite 230, Irving, Texas and found that USSA was not in compliance with the 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/or 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. Section(s) 60-1, 60-2, 60-3, 60-4, 60-250, 60-300, and 60-741. OFCCP notified USSA of the specific violations found and the corrective actions required in a Notice of Violations issued on January 20, 2017. 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 USSA enter into this contract (Agreement) and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for USSA's fulfillment of all obligations in Parts III and IV of this Agreement, OFCCP agrees not to 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 USSA violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. USSA 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. USSA will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. USSA understands that nothing in this Agreement relieves USSA of its obligation to fully comply with the requirements of E.O. 11246, Section 503, and/or VEVRAA, its implementing regulations, and other applicable equal employment laws.

4. USSA 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 will expire sixty (60) calendar days after USSA submits the final progress report required in Part IV (D), below, unless OFCCP notifies USSA in writing prior to the expiration date that USSA has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines that USSA has met all of its obligations under the Agreement.
9. If USSA violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that USSA violated any term of the Agreement while it was in effect, OFCCP will send USSA a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) USSA will have 15 calendar 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 USSA 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. USSA 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 (2014) and/or other appropriate relief for violation of this Agreement.
10. This Agreement does not constitute an admission by USSA of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that USSA violated any laws.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. **VIOLATION:** OFCCP found that USSA is not in compliance with 41 CFR § 60-1.4(a)(1). OFCCP's analysis of USSA's hiring process and selection procedures revealed that USSA hired a disproportionately smaller number of black, Hispanic, and Asian/Pacific Islander applicants than White applicants for the Security Officer position during the period of April 1, 2011 through April 30, 2012, and hired a disproportionately smaller number of female applicants than male applicants for the Security Officer position during the period of May 1, 2012 through April 30, 2013. OFCCP found discrimination against black, Hispanic, Asian/Pacific Islander, and female applicants.

For the period of April 1, 2011 through at least April 30, 2012, OFCCP's race/ethnicity analysis of the refined data for Security Officer applicants yielded a statistically significant disparity negatively impacting black applicants at over (b) (7)(E) standard deviations with a shortfall of 12, Hispanic applicants at over (b) (7)(E) standard deviations with a shortfall of 1, and Asian/Pacific Islander applicants at over (b) (7)(E) standard deviations with a shortfall of 1.

For the period of May 1, 2012 through at least April 30, 2013, OFCCP's gender analysis of the refined data for Security Officer applicants yielded a statistically significant disparity negatively impacting female applicants at (b) (7)(E) standard deviations with a shortfall of 20.

REMEDY: USSA agrees to take the following corrective actions:

- (a) **Revised Hiring Process, Implementation and Training:** Within 60 calendar days of the Effective Date of this Agreement, USSA will revise, in writing, the practices, policies, and procedures it uses to recruit, track, and hire applicants for Security Officer positions (Revised Hiring Process). Specifically, the Revised Hiring Process will contain the following:
- i) Procedures to recruit applicants for the Security Officer positions, including mandatory postings and, outreach efforts, and the use of the Internet as a recruitment procedure, if USSA currently uses or prospectively intends to use the Internet to recruit Security Officer applicants.

- ii) The basic or minimum qualifications and criteria to be used to consider applicants for the Security Officer position.
- iii) The qualifications and criteria to be used to eliminate and/or select applicants at each step of the hiring process, including the qualifications and criteria to be used in any application screen, interview, test, post-hiring screen or other selection procedure.
- iv) Procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process, including selection decisions made by each recruiter and manager.
- v) Procedures to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3.

Thereafter, within 120 calendar days of the Effective Date of this Agreement, USSA will fully implement the Revised Hiring Process and will train all individuals involved in any way in recruiting, selecting, or tracking applicants for the Security Officer position. The training will include instruction in the proper implementation of the recruitment, tracking and selection procedures, the neutral application of the specified qualifications and criteria that will be used at each step in the hiring process, the procedures to be used to document the decisions made at each step in the hiring process and the procedures to be used to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3.

- (b) Notice: Within 30 calendar days of the Effective Date of this Agreement, USSA shall notify the applicants listed on Attachment 1 (Class Members) of the terms of this Agreement by mailing via first class mail to each Class Member the Notice to Class Members (Attachment 2, Notice), the Information Verification & Employment Interest Form (Attachment 3, Interest Form), the Release of Claims under Executive Order 11246 (Attachment 4, Release), and a postage paid return envelope. USSA will notify OFCCP of all letters returned as undeliverable on a weekly basis. In addition, within 60 calendar days of the Effective Date of this Agreement, USSA will provide OFCCP with a list of the individuals in the affected class who have not yet responded to the Notice and/or have not returned a fully executed Interest Form and Release. OFCCP will then initiate efforts to locate those Class Members and provide updated contact information to USSA within 15 calendar days of receipt of the list.

USSA agrees to mail by first class mail a second Notice, Interest Form, Release and postage paid return envelope to all Class Members for whom updated contact information was obtained within 15 calendar days of receiving the updated information from OFCCP.

- (c) Eligibility: All Class Members who timely sign and return the Interest Form and Release to either USSA or OFCCP within 120 calendar days of the Effective Date of the Agreement (Eligible Class Members) will receive equal shares of the monetary

settlement and, if indicating an interest in employment, will be eligible to be considered for a job pursuant to this Agreement. If an individual receives, but does not return the Interest Form and Release to USSA or OFCCP within 120 calendar days of the Effective Date of this Agreement, he/she will no longer be entitled to any relief pursuant to this Agreement.

Within 125 calendar days of the Effective Date of this Agreement, USSA will provide OFCCP with a list of the Eligible Class Members who timely returned the Interest Form and Release, along with a copy of each executed Interest Form and Release it received within 120 days of the Effective Date of this Agreement. OFCCP will also provide USSA with all original Interest Forms and Release it receives. Within 135 calendar days of the Effective Date of the Agreement, OFCCP will review and approve the final list of Eligible Class Members or discuss with USSA any issues necessary to finalize the list, such as the inclusion or exclusion of certain Class Members.

The monetary payment discussed in paragraph (d) below will be divided equally among all Eligible Class Members on the final approved list. All Eligible Class Members are entitled to their share of the monetary settlement regardless of whether they are interested in employment with USSA.

- (d) Monetary Settlement: Within 15 calendar days of the Effective Date of this Agreement, USSA shall deposit \$275,000 (\$233,750 in back pay and \$41,250 in interest) into an interest-bearing checking account, at the prevailing interest rate, for the Eligible Class Members. USSA will notify OFCCP within five (5) calendar days of the inception of the account that this action has been taken and will identify to OFCCP a person who can be contacted who will be able to provide the current balance of the account and the amount of accrued interest. The monetary settlement is a negotiated amount that represents estimated back pay and takes into account tenure and interim earnings.

The back pay and interest amount (plus additional interest that accrues on the interest-bearing account, if any), less legal deductions required by law from back pay only (such as federal, state and/ or local taxes, and the Eligible Class Members' share of FICA taxes), will be distributed in equal shares among all Eligible Class Members on the approved final list. USSA will pay the Internal Revenue Service (IRS) the employer's share of social security withholdings and will mail each Eligible Class Member 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 to the Eligible Class Member either with the settlements checks or at the end of the year. USSA will disburse the monetary settlement within 30 calendar days after OFCCP approves the final list of Eligible Class Members.

Within ten (10) calendar days of USSA's receipt of a check to an Eligible Class Member returned as undeliverable, USSA shall notify OFCCP of this fact via e-mail

sent to (b) (7)(C), (b) (7)(E)@dol.gov and (b) (6), (b) (7)(C)@dol.gov. OFCCP will attempt to locate the Eligible Class Member and if OFCCP obtains an alternate address or confirms the correct mailing address, USSA will re-mail the check within 10 calendar days of receiving an alternate or corrected address. Any check that remains uncashed within 120 calendar days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds, USSA will make a second distribution to all Eligible Class Members on the final approved list who cashed their first check if the amount of the uncashed funds would result in a payment of \$20.00 or more to each of the located Eligible Class Members on the final approved list. If the total amount of uncashed funds would result in a payment of less than \$20.00 to each located Eligible Class Member on the final list, USSA shall use those uncashed funds to provide training in equal employment opportunity to its personnel in addition to training it is obligated to provide in the Revised Hiring Process described in paragraph (a) above.

- (e) Employment: As Security Officer positions become available, USSA will consider qualified Eligible Class Members on the final approved list that are not currently employed by USSA and who express an interest in employment with USSA until 34 Eligible Class Members are hired as Security Officers or until the list of Eligible Class Members on the final approved list expressing an interest in employment is exhausted, whichever occurs first. The 34 Eligible Class Members include 12 blacks, 1 Hispanic and 1 Asian/ Pacific Islander Eligible Class Members from Attachment 1A and 20 females Eligible Class Members from Attachment 1B. Eligible Class Members will be considered in the order that USSA receives their Interest Forms. If USSA receives more than one response on any given day, those Eligible Class Members will be considered for employment based on the date of their original application. USSA shall initiate its hiring of Eligible Class Members on the final approved list and will endeavor to complete its hiring obligations under this section within 18 months of the Effective Date of this Agreement. If USSA is not able to hire 34 Eligible Class Members or exhaust the list of Eligible Class Members expressing an interest in employment within 18 months, OFCCP may extend the term of this Agreement for up to 6 months or until USSA satisfies its hiring requirement(s), whichever occurs first.

Eligible Class Members will be allowed at least 10 calendar days to report for work after receiving a written job offer from USSA. The Eligible Class Members hired into Security Officer positions pursuant to this Agreement shall be paid the current wage rate for the Security Officer position, and shall be provided with the same benefits and opportunity to earn overtime and shift differentials as other Security Officer employees. In addition, all Eligible Class Members hired shall receive retroactive seniority using the date of their original application as their hire date for all purposes, including job retention, job bidding and benefits, if any. Eligible Class Members must have the qualifications that are required for the Security Officer position in order to be eligible for employment.

2. VIOLATION: OFCCP found that USSA failed to preserve all personnel and employment records in accordance with the requirements of 41 C.F.R. § 60-1.12(a) and 41 CFR 60-3. Specifically, OFCCP found certain applicants identified in the applicant pool for the Security Officer position were missing an application and/or documents associated with an application such as: self-identification forms, attached notes (“sticky notes”), background check consent forms, drug test consent forms, background check results, drug test results, Security Officer Basic Training (SOBT) test results, or payroll data. In addition, OFCCP found that certain hired individuals were missing an application and/or associated documents.

REMEDY: USSA must ensure that its records are collected and maintained in accordance with the requirements of 41 C.F.R. § 60-1.12(a) and Part 60-3.

3. VIOLATION: OFCCP found that USSA failed to conduct adverse impact analyses, as required by 41 CFR 60-3.4C and 60-3.15A(2). Specifically, USSA conducted adverse impact analyses which resulted in statistically significant adverse impact for the Security Officer position, but failed to evaluate the individual components of the selection process.

REMEDY: USSA will conduct adverse impact analyses in accordance with the requirements of 41 C.F.R. § 60-3.4C and 60-3.15A(2) at least annually for each group constituting more than 2% of the labor force in the relevant labor area or 2% of the applicable workforce and maintain records or other information for each group that accurately discloses the impact of its selection procedures. If adverse impact is identified in the total selection process, USSA will evaluate each individual component of the selection process for adverse impact. If adverse impact is found to exist in any of the individual components of the selection process, USSA will validate each component in accordance with the Uniform Guidelines on Employee Selection Procedures or utilize selection procedures, which do not result in adverse impact.

4. VIOLATION: OFFCP found that USSA failed to prepare and maintain an affirmative action program (AAP) for protected veterans at each establishment, in violation of 41 CFR 60-250.40(b) and 41 CFR 60-300.40. Accordingly, USSA failed to comply with any of its AAP obligations set forth in Subpart C of the regulations, 41 CFR 60-250.40-44 and 41 CFR 60-300.40-44 (2014).

REMEDY: USSA will prepare and maintain an AAP for protected veterans at each establishment. The AAP shall set forth USSA’s policies and procedures in accordance with 41 CFR 300.40-44 (2014). This AAP may be integrated into or kept separate from other AAPs. USSA shall review and update annually its AAP pursuant to 41 CFR 60-300.40(c), and must comply with all obligations set forth in Subpart C of the regulations, 41 CFR 60-300.40-44 (2014).

5. VIOLATION: OFCCP found that USSA failed to prepare and maintain an AAP for qualified individuals with disabilities at each establishment, in violation of 41 CFR 60-741.40(b). Accordingly, USSA failed to comply with any of its AAP obligations set forth in Subpart C of the regulations, 41 CFR 60-741.40-45 (2014).

REMEDY: USSA will prepare and maintain an AAP for qualified individuals with disabilities at each establishment. The AAP shall set forth USSA's policies and procedures in accordance with 41 CFR 741.40-45. This AAP may be integrated into or kept separate from other AAPs. USSA shall review and update annually its AAP pursuant to 41 CFR 60-741.40(c), and must comply with all obligations set forth in Subpart C of the regulations, 41 CFR 60-741.40-45 (2014).

6. VIOLATION: OFCCP found that USSA failed to post the location and hours during which the AAP for protected veterans may be made available to any employee or applicant for employment for inspections upon request, as required by 41 CFR 60-300.41. Specifically, during the inspection of the establishment on September 22, 2016, OFCCP found there was no posting notifying employees or applicants of the availability of the AAP for protected veterans or the location and hours during which the AAP could be obtained.

REMEDY: USSA's AAP, absent the data metrics required by 60-300.44(k) for protected veterans, must be available to any employee or applicant for employment for inspection upon request. The location and hours during which the AAP for protected veterans may be obtained must be posted in accordance with 41 CFR 60-300.41.

7. VIOLATION: OFCCP found that USSA failed to post the location and hours during which the AAP for individuals with disabilities may be made available to any employee or applicant for employment for inspections upon request, as required by 60-741.41. Specifically, during the inspection of the establishment on September 22, 2016, OFCCP found there was no posting notifying employees or applicant of the availability of the AAP for individuals with disabilities or the location and hours during which the AAP could be obtained.

REMEDY: USSA's AAP, absent the data metrics required by 60-741.44(k) for individuals with disabilities must be available to any employee or applicant for employment for inspection upon request. The location and hours during which the AAP for individuals with disabilities may be obtained must be posted in accordance with and 600-741.41.

PART IV. REPORTING REQUIREMENTS

1. USSA will submit the documents and reports described below to:

Allen Boyd
OFCCP Acting District Director
Southwest and Rocky Mountain Region
U.S. Department of Labor
525 South Griffin Street, Room 512
Dallas, Texas 75202

- A. Within 90 calendar days of the Effective Date of this Agreement, USSA will submit a copy of the written Revised Hiring Process described in Part III, paragraph (a) of Remedy 1.
- B. Within 120 calendar days of the Effective Date of this Agreement, USSA will submit documentation that all managers, supervisors and other personnel involved in recruiting, selecting or tracking applicants for the Security Officer position have been trained on the Revised Hiring Process pursuant to paragraph (a) of Remedy 1. The documentation must include the dates of the training, the names and job titles of all attendees, the name and job title of each person who conducted the training, and an outline of the topics discussed in the training.
- C. Within the prescribed timeframes, USSA must submit all documents and information referenced in Part III, paragraph (b) and (d) of Remedy 1 (*see attached timeline*).
- D. USSA will submit three semi-annual progress reports. The first progress report will be due seven months after the Effective Date of this Agreement and shall cover the six-month period beginning with the Effective Date. Each subsequent report shall cover the successive six-month period and must be submitted within 30 calendar days after the close of that six-month period. Additional reporting may be required by OFCCP if all terms of the Agreement have not been fulfilled in these three semi-annual progress reports. Pursuant to Violation 1, USSA will submit the following in each progress report:
 - 1) Documentation of monetary payments to all Eligible Class Members as specified in paragraphs (b) and (d) of Remedy 1. The documentation shall include the names of Eligible Class Members on the final approved list who were paid, and for each Eligible Class Member the number and the amount of the check and the date the check cleared the bank. USSA will provide OFCCP with copies of all canceled checks upon request;
 - 2) Documentation of specific hiring activity for Eligible Class Members on the final approved list who are hired as Security Officers in accordance with this Agreement, including name, date of hire, job title hired into, rate of pay, and proof of retroactive seniority and benefits;
 - 3) For Eligible Class Members on the final approved list who were considered for employment but were not hired, USSA will provide the reason for non-placement along with all relevant documentation (e.g., documentation that the Eligible Class Member declined a job offer);
 - 4) The total number of job seekers, applicants and hires and the breakdown by race, gender and ethnic group of job seekers, applicants and hires for Security Officer positions during the reporting period, including all temporary, part time, and seasonal workers who were referred to and/or assigned to work at USSA by a staffing firm or employment agency;

- 5) For Security Officers, the results of USSA's analysis as to whether its total selection process has adverse impact, as defined in 41 C.F.R. § 60-3.4D, on those members of groups set forth in 41 CFR § 60-3.4B. For purposes of the adverse impact analyses, USSA must not include hires made of Eligible Class Members pursuant to this Agreement in those analyses. With the exception of the first report, USSA must combine the data for the current report with the data from the previous report(s) to analyze at least a 12-month period, and OFCCP may analyze a period longer than 12-month to determine if adverse impact exists;
- 6) For each case where the total selection process has an adverse impact as defined in 41 C.F.R. § 60-3.4D, the results of USSA's evaluation of the individual components of the selection process for adverse impact; and
- 7) The actions taken by USSA upon determining that any component of the selection process has an adverse impact.

USSA will continue submitting the above information in progress reports until OFCCP determines USSA has met the obligations of the CA. If complete documentation is provided in one progress report, it need not be resubmitted in a subsequent report.

2. All dates and deadlines in this Agreement may be modified or extended by written agreement.
3. USSA agrees not to repeat the above violations.
4. USSA will retain records pertinent to the violations resolved by this Agreement and to the reports submitted under it, including the underlying information on which the reports are based, until the expiration date of the Agreement or consistent with regulatory requirements, whichever is later.

This Conciliation Agreement will expire 60 calendar days after receipt of the final progress report or on the date the District Director gives notice to USSA that it has satisfied its reporting requirements, whichever occurs earlier, unless OFCCP notifies USSA in writing prior to the expiration of the 60 day period that USSA has not satisfied its reporting requirements pursuant to this Agreement.

PART V. SIGNATURES

This Agreement is hereby executed by and between the OFCCP and USSA located at 800 W. Freeway, Suite 230 Irving, Texas.

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

DAVID KAHN
Chief Human Resource Officer
U.S. Security Associates, Inc.
200 Mansell Court Fifth Floor
Roswell, GA 30076

Date: 9/28/18

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

MELISSA L. SPEER
Regional Director
Southwest & Rocky Mountain Region
OFCCP

Date: 9-28-18

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

ALLEN BOYD
Acting District Director
Dallas District Office
OFCCP

Date: 9/28/18

(b) (7)(C), (b) (7)(E)

Compliance Officer
Dallas District Office
OFCCP

Date: 9/28/18

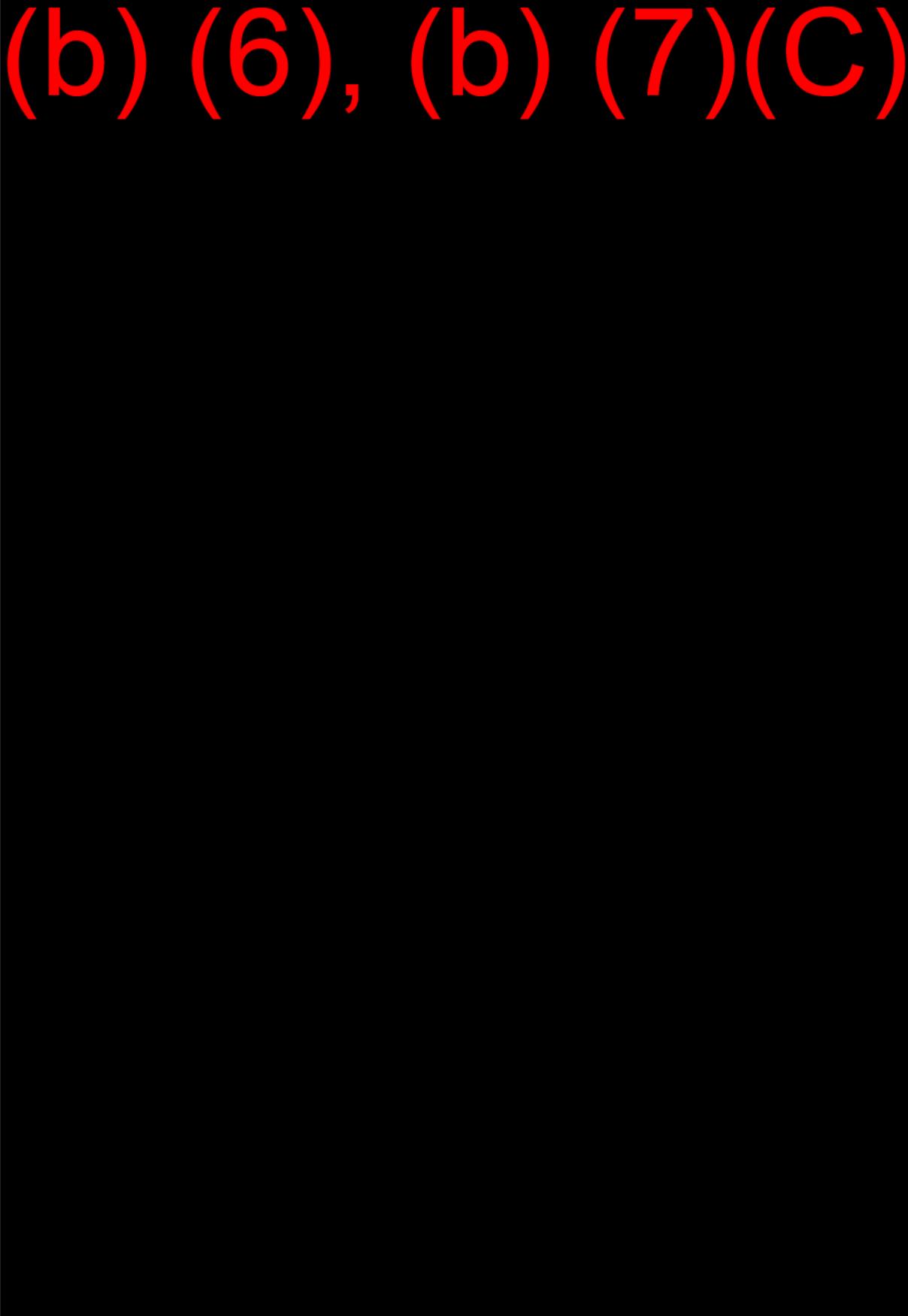
USSA ATTACHMENT 1A- RACE CLASS MEMBER LIST
(First Period)

Class Member Count	First Name	Middle Initial	Last Name	Suffix	RACE	GENDER	Date of Application
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USSA ATTACHMENT 1A- RACE CLASS MEMBER LIST
(First Period)

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

USSA ATTACHMENT 1A- RACE CLASS MEMBER LIST
(First Period)

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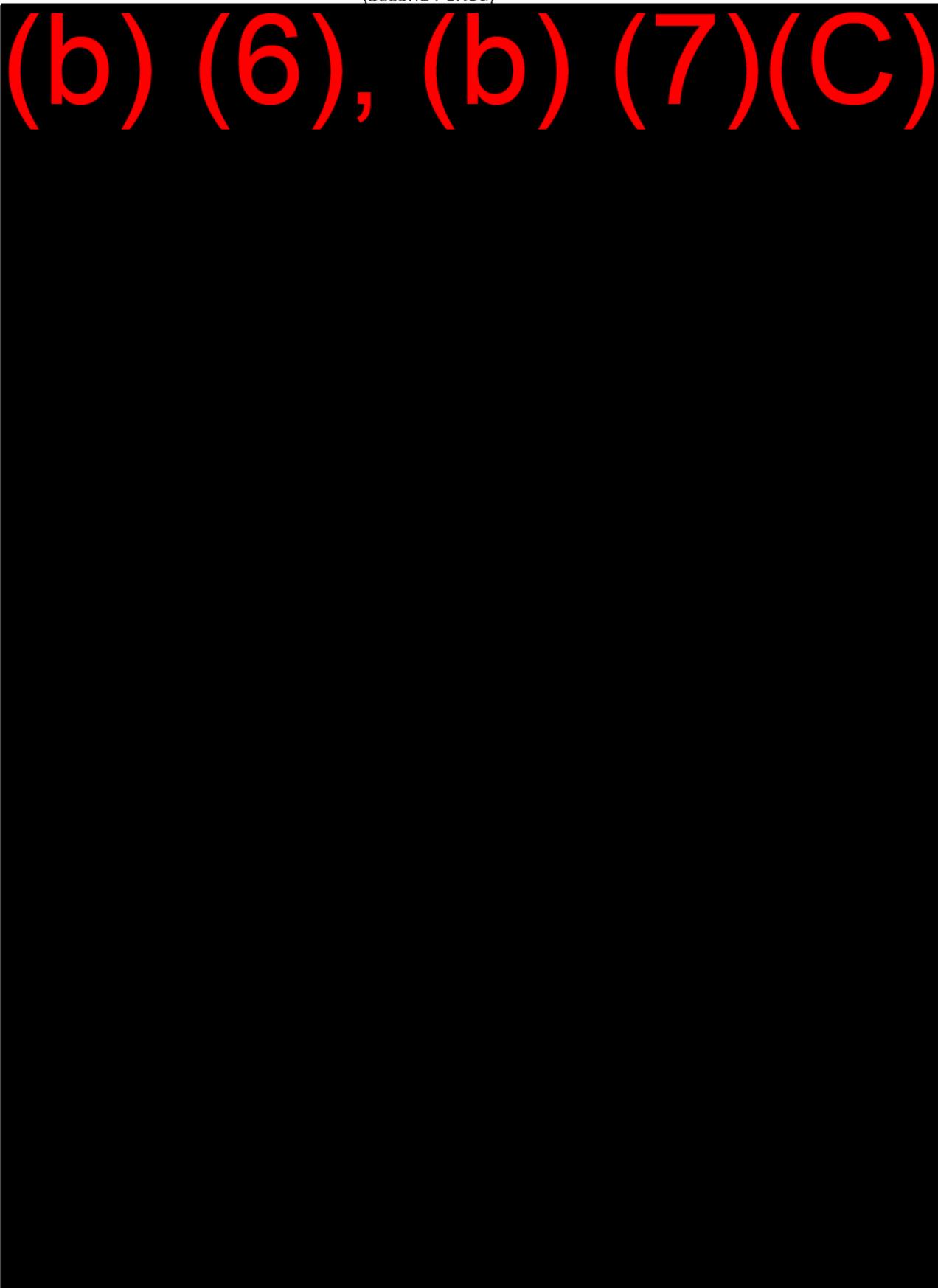
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USSA ATTACHMENT 1B- FEMALE CLASS MEMBER LIST
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Class Member Count	First Name	Middle Initial	Last Name	Suffix	RACE	GENDER	Date of Application
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USSA ATTACHMENT 1B- FEMALE CLASS MEMBER LIST
(Second Period)

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USSA ATTACHMENT 1B- FEMALE CLASS MEMBER LIST
(Second Period)

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

USSA ATTACHMENT 1B- FEMALE CLASS MEMBER LIST
(Second Period)

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

*You may be eligible to get money and a job
because of a legal settlement between
U.S. Security Associates, Inc. and
the U.S. Department of Labor.*

We are writing to provide information about a legal settlement between the U.S. Department of Labor and U.S. Security Associates, Inc. that may benefit you. This settlement involves resolving alleged disparities in hiring at USSA's Branch 310 located at 800 W. Airport Freeway, Suite 230, Irving, Texas (USSA), and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and/or a job with USSA.

ARE YOU AFFECTED?

Blacks, Hispanics, and Asian/Pacific Islanders, who applied and were not hired for Security Officer positions at USSA between April 1, 2011 and April 30, 2012 are covered by this settlement. Females who applied and were not hired for Security Officer positions at USSA between May 1, 2012 and April 30, 2013 are also covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted an audit of USSA's hiring practices during April 1, 2011 and April 30, 2013. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP found that USSA hired a disproportionately smaller amount and discriminated against black, Hispanic, Asian/Pacific Islander, and female applicants who applied for the Security Officer position at this USSA facility in Irving, Texas during the aforementioned periods.

Ultimately, OFCCP issued a Notice of Violation against USSA on these claims. Although USSA disagreed with our findings and there has not been any adjudicated finding that USSA violated any laws, we 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 Notice of Violation issued by the OFCCP.

As a result USSA must pay money to black, Hispanic, Asian/Pacific Islander, and female applicants who applied during the aforementioned time frames. USSA also offer jobs to some of these applicants.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for the Security Officer position during the relevant time frame and were not hired, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$828.31** (before taxes). This payment represents your share of back wages and other payments USSA is making to resolve this matter. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.
- (2) USSA may make job offers for Security Officer positions to some of the individuals receiving this Notice. You must have the qualifications that are required for the Security Officer position in order to be eligible for employment with USSA and it is not guaranteed that you will receive a job offer. If you are interested in a job with USSA, please express your interest on the enclosed Claim Form.
- (3) To get these benefits, you will need to release (give up) certain legal claims. A copy of the release for you to sign is included with this Notice.

WHAT IS YOUR NEXT STEP?

You should read this Notice and the Claim Form carefully and any other information you received from the Department of Labor or USSA. Please do not ignore this Notice or throw it away.

It is very important that you fill out and return the Claim Form in this envelope on time. Otherwise, you could miss out on getting money or an opportunity for a job.

To be eligible for a payment and/or job offer, you must complete, sign, and return the enclosed Claim Form and Release Form no later than January 26, 2018. There are instructions on the form about how to mail it in.

The Claim Form must be postmarked no later than January 26, 2018.

You may receive some or all of these benefits only if the information on your Claim Form confirms that you are one of the people covered by the settlement. After you complete and return these documents, a final decision will be made about your eligibility.

You must follow all of the instructions in this Notice and return the Claim Form and Release Form by the deadline of January 26, 2018 to receive any money or consideration for job opportunities or any other relief provided to you by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you any questions, you may contact (b) (7)(C), (b) (7)(E) at 972-850-2650 or (b) (7)(C), (b) (7)(E)@dol.gov. You can also visit the U.S. Department of Labor website about this case at <http://www.dol.gov/ofccp/CML/index.htm>.

Claim Form – Affected Applicants

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

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

DEADLINE TO RESPOND IS 26, JANUARY, 2018

If you complete this Claim Form, you may be eligible for a money payment from the settlement and you can express your interest in a job offer. You can receive a money payment even if you do not express interest in a job.

To receive an award (such as money or a job offer), you must complete and return this Claim Form and the enclosed Release Form postmarked or hand-delivered on or before January 26, 2018, to:

**Joseph M. Forte, Director of Administration & HR Compliance
U.S. Security Associates, Inc.
200 Mansell Court East – Suite 500
Roswell, GA 30076**

If you do not timely submit a properly completed Claim Form and Release Form on or before [insert Deadline above], then your claim will not be on time and **you will not be eligible to receive any money from this settlement and you cannot be considered for any potential job offer.**

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 the job, which may be offered as a result of the settlement.

Step 1: Please confirm the following contact information to process your payment (print legibly).

Name: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

My correct address is:

Address: _____

Please provide your social security number _____ - _____ - _____.

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

Notify us at the address below if your address changes within the next three months, or contact us if you have any questions about this claim form, the notice, or the settlement.

**Joseph M. Forte, Director of Administration & HR Compliance
U.S. Security Associates, Inc.
200 Mansell Court East – Suite 500
Roswell, GA 30076**

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

Yes, I am still interested in applying for a Security Officer position with USSA located at 800 W. Airport Freeway, Suite 230, Irving, TX.

No, I am not currently interested in a Security Officer position with USSA.

I am currently employed by USSA.

Step 3: 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

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

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for U.S. Security Associates, Inc. ("USSA") providing you with money and a potential job offer, you agree that you will not file any lawsuit against USSA for allegedly violating Executive Order 11246 in connection with the hiring of black, Hispanic, Asian/Pacific Islander, and female Security Officers. It also says that USSA does not admit it violated any laws and there has been no adjudicated finding that USSA 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 or be considered for any possible job offer.

In consideration of the payment of at least \$828.31 (less deductions required by law) and the potential job offer for a Security Officer position by USSA to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge USSA, 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/or 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 the hiring of blacks, Hispanics, Asian/Pacific Islanders, and females for Security Officer positions during the period of April 1, 2011 through April 30, 2013.

II.

I understand that USSA denies that it treated me unlawfully or unfairly in any way and that USSA 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, as well as certain potential job offers to resolve alleged disparities in hiring and to resolve all issues without further legal proceedings related to OFCCP's compliance reviews of USSA initiated on April 2, 2013. I further agree that the aforementioned payment and consideration for a potential job offer by USSA to me is not to be construed as an admission of any liability by USSA.

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 (b) (7)(C), (b) (7)(E) OFCCP/[insert USSA Settlement Agent contact] such that it is received by January 26, 2019, I will not be entitled to receive \$828.31 (less deductions required by law) or be considered for any potential job offer for a Security Officer position.

I HEREBY ATTEST THAT I HAVE SIGNED THIS DOCUMENT OF MY OWN FREE WILL.

Signature: _____ Date: _____

Printed Name: _____