

# CONCILIATION AGREEMENT

Between

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

and

COASTAL INTERNATIONAL SECURITY, INC.  
6101 FALLARD DRIVE  
UPPER MARLBORO, MD 20772

## **PART I. PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated Coastal International Security’s (“Coastal”) facility located at 6101 Fallard Drive, Upper Marlboro, Maryland 20772 and found that Coastal was not in compliance with Executive Order 11246, as amended (“E.O. 11246”), and its implementing regulations at 41 C.F.R. Parts 60-1, 60-2, 60-3, and 60-20. OFCCP notified Coastal of the specific violations found and the corrective actions required in a Notice of Violations issued on March 2, 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 Coastal 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 Coastal’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 Coastal violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Coastal 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. Coastal will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. Coastal understands that nothing in this Agreement relieves Coastal 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”), 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. Coastal 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 Coastal submits the final progress report required in Part IV, below, unless OFCCP notifies Coastal in writing prior to the expiration date that Coastal has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Coastal has met all of its obligations under the Agreement.
10. If Coastal violates this Conciliation Agreement,
  - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
    - 1) If OFCCP believes that Coastal violated any term of the Agreement while it was in effect, OFCCP will send Coastal a written notice stating the alleged violations and summarizing any supporting evidence.
    - 2) Coastal 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 Coastal 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. Coastal 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 Coastal of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Coastal violated any laws.

### **PART III. SPECIFIC VIOLATIONS AND REMEDIES**

1. **VIOLATION**: At least as of January 1, 2013, Coastal discriminated against female applicants on the basis of their gender in hiring for Professional Security Officer (PSO) positions. Specifically, Coastal's failure to apply its selection criteria uniformly for all applicants during the review period of January 1, 2013 through December 31, 2014 resulted in a statistically significant difference in the rates at which males and females were hired into PSO positions during this period. This is a violation of 41 C.F.R. § 60-1.4(a)(1) and § 60-20.3(b) and (c).

**REMEDY**: Coastal agrees to cease and desist the selection procedures that resulted in discrimination against female applicants for PSO positions identified in this violation, as required by 41 C.F.R. § 60-1.4(a) and § 60-20.3(b) and (c). Coastal will examine, monitor and modify its selection procedures as necessary and ensure that selection criteria are applied uniformly and the hiring decisions for the PSO positions are made in a non-discriminatory manner. In addition, Coastal agrees to take the following actions:

- A. **Notice**: Within 15 calendar days of the Effective Date of this Agreement, Coastal must notify the female applicants shown on Attachment A of the terms of this Agreement by mailing by certified mail, return receipt requested, to each individual in the affected class the Notice to Affected Applicants, Claim Form, Release of Claims Under Executive Order 11246, and a postage paid return envelope. Coastal will notify OFCCP of all letters returned as undeliverable on a weekly basis. In addition, within 15 days after expiration of the response deadline set out in the Claim Form, Coastal will provide OFCCP with a list of the individuals in the affected class who have not yet responded to the Notice to Affected Applicants and/or have not returned a signed Claim Form, to include all contact information Coastal has in its possession: complete name, complete mailing address, e-mail address, phone number, and Social Security number. OFCCP will then attempt to obtain and provide updated addresses to Coastal within 15 days of receiving the list from Coastal. Coastal agrees to mail by certified mail, return receipt requested, a second Notice to Affected Applicants, Claim Form, Release of Claims Under Executive Order 11246, and a postage paid return envelope to all individuals for whom updated addresses were obtained within 15 days of receiving the updated addresses.
- B. **Eligibility**: All members of the affected class (listed on Attachment A) who complete, sign, and return the Claim Form and Release of Claims Under Executive Order 11246 within 45 days of the postmarked date on the envelope containing the first or second Notice to Affected Applicants and Claim Form ("Eligible Class Members") will receive a share 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 Claim Form and Release of Claims Under Executive Order 11246 to Coastal within 45 days of the postmarked date on the envelope containing the first or

second Notice to Affected Applicants and Claim Form, she will no longer be entitled to a payment or consideration for a job under this Agreement.

Within 15 days of the latest response deadline set out in the Claim Form, Coastal will provide OFCCP with a list of the Eligible Class Members (individuals who returned the Claim Form and the Release of Claims Under Executive Order 11246 by the deadline). Within 15 days after receiving the list, OFCCP will approve the final list of Eligible Class Members or discuss with Coastal any issues necessary to finalize the list, such as inclusion or exclusion of certain individuals.

All Eligible Class Members are entitled to their share of the monetary settlement regardless of whether they are interested in employment with Coastal.

- C. Monetary Settlement: Coastal agrees to distribute \$409,947.87 (\$350,400.00 in back pay and \$59,547.87 in interest), 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), in equal shares among all Eligible Class Members on the final approved list. Coastal 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 at the end of the year. Coastal will disburse the monetary settlement within 15 calendar days after OFCCP approves the final list of Eligible Class Members.

Within 5 calendar days of Coastal's receipt of a check to an Eligible Class Member returned as undeliverable, Coastal will notify OFCCP of this fact via e-mail sent to District Director Tom G. Wells (b) (6) @dol.gov) and Assistant District Director Tanya R. Bennett (b) (6) @dol.gov). OFCCP will attempt to locate the Eligible Class Member and, if OFCCP obtains an alternate address, Coastal will re-mail the check within 5 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 the Eligible Class Member will be void. With respect to any uncashed funds, Coastal will make a second distribution to all Eligible Class Members who cashed their first check by mailing checks in equal amounts within 15 calendar days.

- D. Employment and Training: Those Eligible Class Members that return a claim form and release and indicate an interest in employment will be invited to provide additional information regarding their training and current certifications. Individuals that have the required qualifications for employment with Coastal as a PSO will be submitted to the Federal Protective Service (FPS) for suitability clearance. Eligible Class Members that receive the required FPS clearance and who are not currently employed by Coastal will receive notice of PSO openings with Coastal in the Washington, D.C. metropolitan area and an invitation to apply. Applications from Eligible Class Members will be accepted for at least two weeks before the opening is otherwise posted to the public. The first qualified Eligible Class Member to timely apply for the opening will then be hired for the position.

Coastal is required to make offers of employment pursuant to this Agreement in connection with vacancies for the PSO position in the Washington, D.C. area until (i) Coastal is no longer covered under the EO 11246, as amended, or (ii) the expiration of this Agreement, or (iii) Coastal has satisfied the conditions set forth in clauses (1) or (2) of this Paragraph D, whichever occurs first.

Coastal will also offer to provide training to a limited number of the Eligible Class Members that provided additional information regarding their training and current certifications pursuant to this provision, but who do not already have the required qualifications for employment with Coastal as a PSO. Up to three individuals will be selected for this training based on the order in which their responses to the request for additional information was received. Upon completion of the training (which can take up to 3 months depending on the individual's prior experience and certifications) and satisfaction of any other required qualifications for employment with Coastal as a PSO, the individual will be submitted to the Federal Protective Service (FPS) for suitability clearance and, once clearance is granted, included in the invitations to apply for PSO openings with Coastal in the Washington, D.C. metropolitan area. Coastal's obligation to provide training pursuant to this provision is limited to offering training to up to three eligible class members as set forth in this paragraph. All of Coastal's obligations pursuant to this paragraph D shall be deemed to be fully satisfied:

- (1) When sixteen of those Eligible Class Members that returned a claim form and release and indicated an interest in employment have been hired by Coastal into a PSO Position; or
- (2) When all Eligible Class Members that returned a claim form and release and indicated an interest in employment and either had or acquired through training the required qualifications and FPS clearance, have been hired by Coastal into a PSO Position (even if this number is less than 16).

Eligible Class Members will be allowed at least two weeks to report for work after receiving a written job offer from Coastal. The Eligible Class Members hired into PSO positions pursuant to this Agreement must be paid the current wage rate for the PSO position and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other PSO employees. In addition, all Eligible Class Members hired must have retroactive seniority using the original application as their hire date for all purposes, including job retention and benefits.

#### E. Revised Hiring Process

- 1) Eliminate Discriminatory Selection Procedures: Coastal agrees to immediately cease using any selection procedures that resulted in adverse impact, as defined in 41 C.F.R. § 60-3.4D, against females until they are validated in accordance with 41 C.F.R. Part 60-3. Coastal agrees to comply with all OFCCP regulations concerning selection procedures, including 41 C.F.R. Part 60-3. Coastal will not use any selection procedure that has an adverse impact on applicants of a particular sex unless it properly validates the procedure according to these regulations.

- 2) Review and Revision Required: Coastal will revise, in writing, the practices, policies, and procedures it uses to select applicants for PSO positions (“Revised Hiring Process”). Specifically, Coastal will:
    - a) Create a job description and selection process for PSO positions which describe the essential functions; the minimum qualifications including required skills and certifications; and the criteria used in each step of the hiring process, including any application screens, interviews, tests, credit checks, review of criminal history, reference checks, testing, or other selection procedure;
    - b) Develop specific, job-related qualification standards for PSOs that reflect the duties, functions, and competencies of the position to minimize the potential for sex stereotyping or other unlawful discrimination;
    - c) Ensure all policies and qualification standards are uniformly applied to all applicants; and
    - d) List clearly on its recruiting materials and job postings the minimum qualifications, including required skills and certifications.
  - 3) Recordkeeping and Retention: Coastal will write and implement procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process. Coastal will write and implement procedures to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3.
  - 4) Training: Within 90 calendar days of the Effective Date of this Agreement, Coastal will train all individuals involved in any way in recruiting, selecting, and tracking applicants for PSO positions on the Revised Hiring Process. The training will include instruction in: the proper implementation of the recruitment, tracking and selection procedures; neutral application of the specified qualifications and criteria that will be used at each step in the hiring process; procedures to be used to document the decisions made at each step in the hiring process; and the procedures to be used to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3. Coastal will meet with management and all individuals responsible for the selection process and review its equal employment obligations and nondiscrimination policies related to hiring. Specific attention will be directed to ensure that female applicants who benefit from the provisions of this agreement, are not retaliated against.
2. VIOLATION: Coastal failed to preserve all personnel or employment records for a period of not less than two years from the date of the making of the record or personnel action involved, whichever occurred later, in violation of 41 C.F.R. § 60-1.12. Specifically, for at least the review period of January 1, 2013 through December 31, 2014, Coastal failed to preserve all copies of records pertaining to the selection process, job applications, resumes, self-identification sheets, screening notes, interview notes, interview sheets, background checks, and drug screens for all applicants for the PSO position.

REMEDY: Effective immediately, Coastal will preserve all personnel or employment records for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later. The documentation to be preserved will include, but not necessarily be limited to, records pertaining to the selection process, applicant and hire data by race, sex, and ethnicity, job applications, resumes, self-identification sheets, screening notes, interview notes/questionnaires, interview sheets, background checks, drug screens, and any employment tests for all job groups. Additionally, Coastal will write and implement procedures to ensure that applicants are tracked and decisions are documented at each step of the hiring process.

3. VIOLATION: Coastal failed to maintain and have available for inspection records or other information for its Professional Security Officer positions that would disclose the impact which its tests or other selection procedures had upon employment opportunities of persons by identifiable race, sex, and ethnicity, in order to determine compliance with 41 CFR Part 60-3, the Uniform Guidelines on Employee Selection Procedures (UGESP), as required by 41 C.F.R. § 60-3.4.

REMEDY: Effective immediately, Coastal will have available for inspection, records or other information for its PSO position that will disclose the impact that its tests and other selection procedures have upon employment opportunities of persons by identifiable race, sex, and ethnicity, in order to determine compliance with UGESP. Coastal will retain all information received and generated as a result of the processing of all PSO applicants.

Coastal will also retain all information received and generated as a result of processing applicants for its PSO position through Coastal's selection system. All information received and developed as a result of processing these applicants through Coastal's selection system will be captured and retained on the applicant flow and hire log. The applicant flow and hire log will be used to conduct impact ratio analyses on Coastal's selection process. In addition, Coastal agrees to ensure its selection criteria are applied uniformly and hiring decisions are made in a non-discriminatory manner. Coastal also agrees to monitor and ensure all states of the selection procedures will be in compliance with UGESP.

4. VIOLATION: Coastal failed to properly develop and implement an internal audit and reporting system to measure the effectiveness of the total affirmative action program, as required by 41 CFR § 60-2.17(d) and § 60-3.15. Specifically, during at least the period January 1, 2013 through December 31, 2014, Coastal failed to properly design and implement an internal audit and reporting system to monitor all aspects of its personnel activity.

REMEDY: Effective immediately, Coastal will develop and implement an effective internal audit and reporting system to periodically measure the effectiveness of its total affirmative action program by conducting adverse impact analyses on applicant to hire activity data at least semi-annually, and to take appropriate actions to remedy any issues identified. Additionally, Coastal will monitor records of all applicants and hiring activity at all levels and review report results with all levels of management, advise top management of program effectiveness, and submit recommendations to improve unsatisfactory performance.

#### **PART IV. REPORTS REQUIRED**

Coastal must submit the documents and reports identified below to:

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

Coastal must submit three progress reports covering the period this Agreement is in effect. The first progress report will be due on or before January 15, 2019, and will cover the six-month period from July 1, 2018 through December 31, 2018. Coastal will submit the following in the first report.

1. Copies of the returned Claim and Release of Claims Under Executive Order 11246 forms for each Eligible Class Member;
2. Documentation of the monetary payment to all Eligible Class Members as specified in the Remedy to Violation 1 above. The documentation must include the names of Eligible Class Members 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. Coastal must provide OFCCP with copies of all canceled checks upon request;
3. Documentation of specific hiring activity for Eligible Class Members who were hired as Professional 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;
4. For Eligible Class Members who were considered for employment but were not hired, Coastal will provide the reason for non-placement along with all relevant documentation (e.g., documentation that the Eligible Class Member declined a job offer);
5. Information on hiring activity for the Professional Security Officer position during the reporting period, including an applicant flow and hire log to include applicant name, sex, race and ethnicity, referral source, date of application, position applied or considered for by job title, disposition, hire date (if applicable), job title hired into (if applicable), starting salary if hired, and reason for rejection of any female applicants (if applicable);
6. Documentation of Coastal's revised hiring process, including copies of revised procedures, the Professional Security Officer job description, the minimum qualifications including required skills and certifications for Professional Security Officer positions; and the criteria used in each step of the hiring process for Professional Security Officer positions.

7. Evidence of the training provided to all individuals involved in any way in recruiting, selecting, or tracking applicants for Professional Security Officer positions, including copies of the agenda and sign-in sheets from the training session(s).
8. Evidence that Coastal has written and implemented procedures to ensure that personnel records are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3;
9. The results of the impact ratio analysis for the Professional Security Officer job title and, specifically, a copy of Coastal's adverse impact calculations for sex conducted on its hiring process during the reporting period. If the total selection process has an adverse impact, Coastal will provide evaluation of the individual components of the selection process for adverse impact and any actions taken in response to any identified adverse impact; and
10. Documentation demonstrating that Coastal developed and implemented an auditing system to measure the effectiveness of its total Affirmative Action Program (AAP).

The second report will be due on or before July 15, 2019, and will cover the six-month period from January 1, 2019 through June 30, 2019. The third progress report will be due on or before January 15, 2020, and will cover the six-month period from July 1, 2019 through December 31, 2019. Coastal will submit the following in the second and third reports.

1. Documentation of the monetary payment to any additional Eligible Class Members as specified in the Remedy to Violation 1 above. The documentation must include the names of Eligible Class Members 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. Coastal must provide OFCCP with copies of all canceled checks upon request;
2. Documentation of specific hiring activity for Eligible Class Members who were hired as Professional 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 who were considered for employment but were not hired, Coastal 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. Information on hiring activity for the Professional Security Officer position during the reporting period, including an applicant flow and hire log to include applicant name, sex, race and ethnicity, referral source, date of application, position applied or considered for by job title, disposition, hire date (if applicable), job title hired into (if applicable), starting salary if hired, and reason for rejection of any female applicants (if applicable); and
5. The results of the impact ratio analysis for the Professional Security Officer job title and, specifically, a copy of Coastal's adverse impact calculations for sex conducted on its hiring process during the reporting period. If the total selection process has an adverse impact, Coastal will provide evaluation of the individual components of the selection process for adverse impact and any actions taken in response to any identified adverse impact.

Coastal 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.

**PART V. SIGNATURES**

This Conciliation Agreement is hereby executed by and between the OFCCP and Coastal International Security, P.O. Box 1410, Santa Cruz, NM 87567.

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

DEV SUROOP KHALSA  
Executive Vice President  
Akal Security, Inc.

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

MICHELE HODGE  
Regional Director  
OFCCP Mid-Atlantic Region

Date: October 18, 2018

Date: October 22, 2018

**ATTACHMENT A  
PROFESSIONAL SECURITY OFFICER CLASS MEMBERS**

No.	Last Name	First Name	Middle Initial
1	<b>(b) (6), (b) (7)(C)</b>		
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			

41	<b>(b) (6), (b) (7)(C)</b>
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
70	
71	
72	
73	
74	
75	
76	
77	
78	
79	
80	
81	
82	
83	
84	
85	

86	<b>(b) (6), (b) (7)(C)</b>
87	
88	
89	
90	
91	
92	
93	
94	
95	
96	
97	
98	
99	
100	
101	
102	
103	
104	
105	
106	
107	
108	
109	
110	
111	
112	
113	
114	
115	
116	
117	
118	
119	
120	
121	
122	
123	
124	
125	
126	
127	
128	
129	
130	

131	<b>(b) (6), (b) (7)(C)</b>
132	
133	
134	
135	
136	
137	
138	
139	
140	
141	
142	
143	
144	
145	
146	
147	
148	
149	
150	
151	
152	
153	
154	
155	
156	
157	
158	
159	
160	
161	
162	
163	
164	
165	
166	
167	
168	
169	
170	
171	
172	
173	
174	
175	

176	<b>(b) (6), (b) (7)(C)</b>
177	
178	
179	
180	

*You may be eligible to get money and a job because of a legal settlement between Coastal International Security 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 Coastal International Security, Inc. that may benefit you. This settlement involves claims of discrimination in hiring, 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 Coastal International Security.*

**ARE YOU AFFECTED?**

Female applicants who applied and were not hired for Professional Security Officer positions at Coastal International Security between January 1, 2013 and December 31, 2014, are covered by this settlement.

**WHAT IS THIS SETTLEMENT ABOUT?**

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted a review of Coastal International Security's hiring practices during the period of January 1, 2013 through December 31, 2014. 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 Notice of Violation alleging that Coastal International Security discriminated against female groups in hiring for Professional Security Officer positions during the period of January 1, 2013 through December 31, 2014. Coastal International Security denies those claims. Ultimately, OFCCP and Coastal International Security 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 OFCCP.

As a result, Coastal International Security agreed to pay affected female applicants back wages and make job offers.

**WHAT DOES THIS MEAN FOR YOU?**

Because you applied for a Professional Security Officer position during the relevant timeframe, 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 \$2,227.98** (before taxes). This amount represents your share of back wages and other payments Coastal International Security 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.
- (2) **You may be eligible for a job offer.** Coastal International Security will be making job offers for Professional Security Officer positions to some of the individuals receiving this notification. It is not guaranteed that you will receive a job offer. If you are interested in a job with Coastal International Security, please express your interest on the enclosed Claim Form.

To get these benefits, you will need to release or agree to give up certain legal claims, and 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 or Mr. Seva Khalsa, Director of Human Resources for Coastal International Security.

Please do not ignore these forms or throw them away. Otherwise, you could miss an opportunity to receive money and a job with Coastal International Security.

To be eligible for a payment and job, 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 December 5, 2018. Send your completed and signed forms to:

Ms. Josephine Coker  
Equal Employment Opportunity Officer  
Coastal International Security, Inc.  
7 Infinity Loop  
Española, NM 87532

**The forms must be postmarked or delivered by December 5, 2018.**

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

**If you fail to return both of the required forms by the deadline, or if your forms do not verify your eligibility, you will not be eligible to receive any money, consideration for job opportunities, 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 (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) You can also visit the U.S. Department of Labor Web site about this case at [www.dol.gov/ofccp/cml](http://www.dol.gov/ofccp/cml).

# Claim Form – Affected Applicants

---

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 DECEMBER 5, 2018**

You may 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 on or before December 5, 2018, to:

Ms. Josephine Coker  
Equal Employment Opportunity Officer  
Coastal International Security, Inc.  
7 Infinity Loop  
Española, NM 87532

If you do not submit a completed Claim Form and Release Form on or before December 5, 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 the jobs being offered as a result of the settlement.**

**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).**

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

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

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 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, or contact us if you have any questions about this claim form, the notice, or the settlement.**

**Ms. Josephine Coker  
Equal Employment Opportunity Officer  
Coastal International Security, Inc.  
7 Infinity Loop  
Española, NM 87532**

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

- Yes, I am still interested in a Professional Security Officer position with Coastal International Security.
- No, I am not currently interested in a Professional Security Officer position with Coastal International Security.
- I am currently employed by Coastal International Security.

**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/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 Coastal International Security ("Coastal") providing you with money and/or a potential job offer, you agree that you will not file any lawsuit against Coastal for allegedly violating Executive Order 11246 in connection with failure to hire female applicants for Professional Security Officer positions. It also says that Coastal 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 at least \$2,227.98 (less deductions required by law) and/or a potential job offer for a Professional Security Officer position by Coastal to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Coastal, 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 failure to hire female applicants for Professional Security Officer positions during the period of January 1, 2013 through December 31, 2014.

II.

I understand that Coastal denies that it treated me unlawfully or unfairly in any way and that Coastal 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/or a potential job offer described above to resolve without further legal proceedings all issues related to OFCCP's compliance review of Coastal initiated on July 16, 2014. I further agree that the payment of the aforesaid sum and/or a potential job offer by Coastal to me is not to be construed as an admission of any liability by Coastal.

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 Ms. Josephine Coker, Equal Employment Opportunity Officer for Coastal International Security, such that it is postmarked by December 5, 2018, I will not be entitled to receive any payment (less deductions required by law) and/or a potential job offer for a Professional Security Officer position.

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

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

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