

CONCILIATION AGREEMENT

Between

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

and

Mumford & Miller Concrete, Inc.
1005 Industrial Drive
Middletown, DE 19709

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated Mumford & Miller Concrete, Inc.'s (hereinafter "Mumford & Miller") facility located at 1005 Industrial Drive, Middletown, DE 19709 and found that Mumford & Miller 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 and 60-4. OFCCP notified Mumford & Miller of the specific violations found and the corrective actions required in two Notices of Violation and in three Notifications of Results of Investigation issued on September 21, 2018. 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 Mumford & Miller 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 Mumford & Miller's fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246 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 Mumford & Miller violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Mumford & Miller 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. Mumford & Miller will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. Mumford & Miller understands that nothing in this Agreement relieves Mumford & Miller 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. Mumford & Miller 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").
9. This Agreement will expire sixty (60) days after Mumford & Miller submits the final progress report required in Part IV below, unless OFCCP notifies Mumford & Miller in writing prior to the expiration date that Mumford & Miller has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Mumford & Miller has met all of its obligations under the Agreement.
10. If Mumford & Miller violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that Mumford & Miller violated any term of the Agreement while it was in effect, OFCCP will send Mumford & Miller a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) Mumford & Miller 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 Mumford & Miller 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. Mumford & Miller may be subject to the sanctions set forth in Section 209 of the Executive Order and other appropriate relief for violation of this Agreement.

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

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. **VIOLATION:** During the period October 1, 2015, through September 30, 2016, Mumford & Miller failed to ensure and maintain a working environment free of harassment, intimidation and coercion at all work sites and at all facilities, as required by 41 C.F.R. §§ 60-1.4 and 60-4.3(a)7.a. Specifically, Mumford & Miller discriminated against minority employees on the basis of their race by subjecting them to a hostile work environment. Mumford & Miller did not exercise reasonable care to prevent and correct any racially harassing or offensive behavior. Mumford & Miller failed to take action to promptly correct or prevent the unlawful behavior.

Although Mumford & Miller disputes OFCCP's findings of a violation, in the interest of resolving the alleged violation and without engaging in further legal proceedings, Mumford & Miller agrees to perform the remedy noted below.

REMEDY: Mumford & Miller will ensure and maintain a working environment free of harassment, intimidation and coercion at all work sites and at all facilities, as required by 41 C.F.R. §§ 60-1.4 and 60-4.3(a)7.a. Specifically, Mumford & Miller will implement the following:

A. Mumford & Miller will in no way retaliate, harass, intimidate, threaten, coerce, or discriminate against any individual because the individual has engaged in or may engage in any activity in furtherance of his or her rights under E.O. 11246.

B. Mumford & Miller will, through the policies and procedures set forth in this Agreement and those required by law, ensure that hereinafter all persons under Mumford & Miller's control do not engage in harassment, intimidation, threats, coercion, discrimination, or other retaliatory behaviors made unlawful under E.O. 11246 and the implementing regulations at 41 C.F.R. Chapter 60.

C. Mumford & Miller will notify all employees in writing of Mumford & Miller's non-tolerance of retaliation for filing a complaint; opposing any act or practice made unlawful under E.O. 11246, or any other federal, state, or local law requiring equal employment opportunity; or exercising any other right protected by E.O. 11246.

D. Mumford & Miller will ensure that each supervisor, manager, and employee receives training regarding compliance with 41 C.F.R. § 60-1.4(a)(1).

E. While this Agreement is in effect, Mumford & Miller will retain a third party (which may be Mumford & Miller's current outside legal counsel) for the purposes of evaluating, and, if necessary, developing and updating equal employment opportunity and anti-harassment policies, procedures, and practices; implementation of such policies, procedures, and practices; training Mumford & Miller's personnel concerning such policies, procedures, and practices; and receiving and investigating all complaints of harassment, intimidation, threats, retaliation, and coercion against employees. Specifically:

- 1) The third party will evaluate, develop, and/or update, as necessary, a corporate-wide, zero-tolerance policy prohibiting harassment, intimidation, threats, retaliation, and coercion against any employee. Mumford & Miller's zero-tolerance policy will be put in writing and will list the name, job title, and telephone number of the Mumford & Miller official who is responsible and accountable for the company's compliance with equal employment opportunity (EEO) and affirmative action obligations and include a detailed description of the process for employees to make complaints concerning allegations of harassment, intimidation, retaliation, and coercion based on race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or protected veteran status. Additionally, Mumford & Miller will distribute such policy to all of its employees and post and display the policy in a prominent place at each and every worksite where there are employees of Mumford & Miller. The posters will be no smaller in size than 8½ by 11 inches.
- 2) The third party will conduct at least two (2) hours of training twice per year for each Mumford & Miller manager and supervisor, and provide materials and guidance to Mumford & Miller's managers and supervisors to train the other Mumford & Miller employees, which said training by Mumford & Miller's managers and supervisors shall be conducted at least twice per year. The training will include at least Mumford & Miller's established corporate-wide zero-tolerance policy prohibiting harassment, intimidation, threats, retaliation, and coercion against employees. The first such training will be completed within ninety (90) days of execution of this Agreement.
- 3) The third party will serve as an external ombudsman ("Ombudsman") to receive and investigate complaints of harassment, intimidation, threats, retaliation, and coercion based on race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or protected veteran status against employees. The Ombudsman will have the ability, free from involvement by Mumford & Miller management, to process and investigate complaints and may not be supervised by any officer, partner, owner, director, manager, supervisor, or employee of Mumford & Miller. Upon the completion of any such investigation, as part of Mumford & Miller's retention agreement with the third party, the Ombudsman will provide Mumford & Miller management, as well as any employee who has made a complaint, a copy of his or her findings and recommendations for further action, if any. Mumford & Miller will distribute the contact information for the Ombudsman to all its employees and post and display this contact information at each and every worksite where there are employees of Mumford & Miller.

Furthermore, Mumford & Miller will include the Ombudsman's contact information in its zero-tolerance policy. The Ombudsman may be Mumford & Miller's current outside legal counsel or some other third-party selected by Mumford & Miller.

- 4) Mumford & Miller will include in all of its employment policies the name, job title, and telephone number of the Mumford & Miller official who is responsible and accountable for the company's EEO and affirmative action obligations and a detailed description of the process for employees to make complaints to the Ombudsman concerning allegations of harassment, intimidation, or coercion based on race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or protected veteran status.
 - 5) Mumford & Miller will bear all costs associated with the selection and retention of the third party and the performance of his or her duties.
2. **VIOLATION:** During the period October 1, 2015, through September 30, 2016, Mumford & Miller failed to conduct a review, at least annually, of all supervisors' adherence to and performance under Mumford & Miller's EEO policies and affirmative action obligations, as required by 41 C.F.R. § 60-4.3(a)7.p. Specifically, the review found that Mumford & Miller had a policy and provided training, at least annually to all supervisors; however, during the compliance evaluation, a Mumford & Miller foreman stated that when he heard a foreman used derogatory language, he did not review the policy with the employees or take steps to ensure a hostile free workplace.

Although Mumford & Miller disputes OFCCP's findings of a violation, in the interest of resolving the alleged violation and without engaging in further legal proceedings, Mumford & Miller agrees to perform the remedy noted below.

REMEDY: Mumford & Miller will conduct a review, at least annually, of all supervisors' adherence to and performance under Mumford & Miller's EEO policies and affirmative action obligations, as required by 41 C.F.R. § 60-4.3(a)7.p. Mumford & Miller will agree to reaffirm and recommit that all supervisors will adhere to and execute performance under Mumford & Miller's EEO policies and affirmative action obligations. Mumford & Miller will agree to provide sensitivity and enhanced EEO training to all supervisors to ensure these issues will not continue.

3. **VIOLATION:** OFCCP's investigation found that Mumford & Miller is not in compliance with the nondiscrimination requirements of the equal opportunity clause of 41 C.F.R. §§ 60-1.4 and 60-4.3(a)7.a. Specifically, OFCCP's investigation found that Mumford & Miller discriminated against (b) (6), (b) (7)(C) (Complainant) when suspending Complainant's employment without pay to investigate Complainant's allegations of harassment and subsequently terminating Complainant's employment for filing a complaint of discrimination. This is a violation of 41 C.F.R. §§ 60-1.4 and 60-4.3(a)7.a.

Although Mumford & Miller disputes OFCCP's findings of a violation, in the interest of resolving the alleged violation and without engaging in further legal proceedings, Mumford & Miller agrees to perform the remedy noted below.

REMEDY: Mumford & Miller will cease and desist from engaging in harassment, intimidation, retaliation, and coercion, including but not limited to verbal, physical and visual forms, and ensure that it does not recur, as required by 41 C.F.R. §§ 60-1.4 and 60-4.3(a)7.a. Mumford & Miller, through the policies and procedures set forth in this Agreement and those required by law, shall ensure that its employees and any other persons under its control do not engage in such harassment, intimidation, threats, coercion or discrimination. Mumford & Miller shall not harass, intimidate, threaten, coerce, or discriminate against any individual because the individual has engaged in the following activities:

- Filing a complaint of discrimination based on any protected status under EO 11246;
- Assisting or participating in any manner in an investigation, compliance evaluation, hearing, or any other activity related to the administration of EO 11246 or its implementing regulations;
- Opposing any act or practice made unlawful by EO 11246; or
- Exercising any other rights protected by EO 11246.

In addition, Mumford & Miller shall take the following actions as make-whole relief:

A. Notice

Within fifteen (15) days of the Effective Date of this Agreement, Mumford & Miller shall send to the Complainant by certified mail, return receipt requested, or other form indicating proof of delivery, the letter entitled "Notice to Complainant" (Attachment A, "Notice"), "Release of Claims" (Attachment B, "Release") and the "Claim Form" (Attachment C), along with a postage paid return envelope.

B. Eligibility

To be eligible for a monetary distribution pursuant to this Agreement, Complainant will complete and return the Release and Claim Form to Mumford & Miller so that it is postmarked within thirty (30) days of his receipt of the mailing. If Complainant receives but does not return the completed Claim Form to Mumford & Miller within thirty (30) days of his receipt of the mailing, he will no longer be entitled to a monetary settlement amount under the terms of this Agreement. Within fifteen (15) days of its receipt of a completed Claim Form and Release from Complainant, Mumford & Miller will provide OFCCP a copy of the completed form and documentation that it was returned to Mumford & Miller within the thirty-day period described in this paragraph. If the Complainant does not return the completed Claim

form to Mumford & Miller within the thirty-day period, Mumford & Miller shall notify OFCCP of such within fifteen (15) days of expiration of the thirty-day period, along with documentation of the date of delivery of the Notice and Claim form to Complainant, and any additional relevant documentation.

C. Monetary Settlement

If the Complainant returns a completed Claim Form within the thirty-day period as set forth in paragraph B hereof, Mumford & Miller shall pay to Complainant the negotiated amount of \$7,714.10, (\$6,966.40 in back pay and \$747.70 in interest) less legal deductions required by law (such as federal, state and/or local taxes, wage garnishment due to the 2016 court order and Complainant's share of FICA taxes). Mumford & Miller will pay the Internal Revenue Service ("IRS") the employer's share of Social Security withholdings and will timely mail to Complainant an appropriate IRS W-2 Form with respect to the back pay and an IRS Form 1099 with respect to interest. Mumford & Miller will pay Complainant the monetary settlement amount within fourteen (14) days of its receipt of a completed Claim Form from Complainant. Within fifteen (15) calendar days of Mumford & Miller's receipt of a check to the Complainant returned as undeliverable, Mumford & Miller will notify OFCCP of this fact via e-mail sent to Edward J. Rogers, District Director, at (b) (6), (b) (7)(C) OFCCP will attempt to locate the Complainant and if OFCCP obtains an alternate address, Mumford & Miller will re-mail the check within fifteen (15) calendar days of receiving an alternate or corrected address.

D. Personnel File

Within thirty (30) days of the effective date of this Agreement, Mumford & Miller will expunge any reference to termination for cause from the personnel file of the Complainant. Specifically, his termination reason will be revised to indicate that his official reason for leaving Mumford & Miller was because he resigned voluntarily. If contacted by another employer for a reference check for the Complainant, Mumford & Miller will inform the employer that the Complainant resigned voluntarily.

PART IV. REPORTS REQUIRED

Mumford & Miller will submit the documents and reports described below to:

U.S. Department of Labor-OFCCP
Robert N.C. Nix, Sr. Federal Building
900 Market Street, Room 311
Philadelphia, PA 19107
Attention: Edward J. Rogers, District Director

Mumford & Miller will submit two (2) progress reports covering the period this Agreement is in effect.

The first progress report will be due on or before May 15, 2019, and will cover the period from November 1, 2018 through April 30, 2019. Mumford & Miller will submit the following in the first progress report:

1. Documentation of the written notification to all employees of Mumford & Miller's non-tolerance of retaliation for filing a complaint; opposing any act or practice made unlawful under Executive Order 11246, or any other federal, state, or local law requiring equal employment opportunity; or exercising any other right protected by E 11246;
2. Documentation of the training provided to each supervisor, manager, and employee regarding compliance with 41 C.F.R. § 60-1.4(a)(1). Documentation will include but not be limited to attendance rosters and sign-in sheets indicating date of training and those in attendance, and a copy of all training materials used to provide the training and all hand-outs provided to attendees;
3. Copies of the zero-tolerance policy prohibiting harassment, intimidation, threats, retaliation, and coercion against any employee that was issued to the employees and posted at each work site. Additionally Mumford & Miller will provide the dates and means of how these policies were disseminated;
4. Information regarding the ombudsman retained by Mumford & Miller;
5. Documentation of the training provided by the ombudsman;
6. Information on any internal complaints filed with and investigated by the ombudsman, including actions taken by the ombudsman to correct identified violations;
7. Documentation of Mumford & Miller's employment policies that include the name, job title, and telephone number of the Mumford & Miller official who is responsible and accountable for the company's EEO and affirmative action obligations and a detailed description of the process for employees to make complaints to the Ombudsman; and
8. Documentation of monetary relief provided to the Complainant as specified in the Remedy to violation 3. The documentation shall include a copy of the check disbursed to the Complainant, or other equivalent documentation verifying that the Complainant has been paid.

The second report will be due on or before November 15, 2019, and will cover the period from May 1, 2019 through October 31, 2019. Mumford & Miller will submit the following in the second progress report:

1. Documentation of the training provided to each supervisor, manager, and employee regarding compliance with 41 C.F.R. § 60-1.4(a)(1). Documentation will include but not be limited to attendance rosters and sign-in sheets indicating date of training and those in attendance, and a copy of all training materials used to provide the training and all hand-outs provided to attendees;
2. Documentation of the training provided by the ombudsman; and

3. Information on any internal complaints filed with and investigated by the ombudsman, including actions taken by the ombudsman to correct identified violations.

Mumford & Miller will retain all records and data pertinent to the violations resolved by this Agreement and 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 Mumford & Miller Concrete, Inc. 1005 Industrial Drive, Middletown, DE 19709

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

Richard Mumford
Owner
Mumford & Miller Concrete, Inc.

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

Michele Hodge
Regional Director
OFCCP Mid-Atlantic Region

Date: 12/19/18

Date: 12/21/2018

**ATTACHMENT A
NOTICE TO COMPLAINANT**

*You may benefit from a recent legal settlement with
the U.S. Department of Labor*

We are writing to provide information about a legal settlement between the U.S. Department of Labor and Mumford & Miller Concrete, Inc. that may benefit you. This settlement involves claims of discrimination in termination, and our records show that you are a former employee 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.

WHO IS AFFECTED?

(b) (6), (b) (7)(C) based on his complaint filed on November 15, 2016.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted a complaint investigation against Mumford & Miller as of March 21, 2017. 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 Mumford & Miller discriminated against you when it terminated your employment. Mumford & Miller denied those claims. Ultimately, OFCCP and Mumford & Miller agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the actions the contractor must take to remedy the problems described in the Notice of Violation issued by OFCCP.

As a result, Mumford & Miller has agreed to pay back wages to you.

WHAT DOES THIS MEAN FOR YOU?

You may be eligible to receive a payment of \$7,714.10 (before taxes). This amount payment represents your likely share of back wages Mumford & Miller Concrete, Inc. 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 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 Mumford & Miller.

Please do not ignore these forms 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 the two enclosed forms: (1) the Claim Form and (2) the "Release of Claims Under Executive Order 11246 form [by X date]. Send your completed and signed forms to:

[Name and address for return of both forms or instructions, email address for electronic submission]

The forms must be post-marked or delivered by [insert actual date].

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

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 or any other benefits from the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact Compliance Officer (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C). You can also visit the U.S. Department of Labor Web site for more information at www.dol.gov/ofccp.

Attachment - B
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 FROM THE SETTLEMENT

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Mumford & Miller Concrete, Inc. ("Contractor") providing you with money, you agree that you will not file any lawsuit against Contractor for allegedly violating Executive Order 11246 in connection with discrimination based on race. It also says that Contractor 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 \$7,714.10 (less deductions required by law) by Contractor to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Contractor, 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 discrimination based on race during the period as of March 21, 2016 to July 31, 2016.

II.

I understand that Contractor denies that it treated me unlawfully or unfairly in any way and that Contractor 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 Contractor initiated on January 9, 2017. I further agree that the payment of the aforesaid sum by Contractor to me is not to be construed as an admission of any liability by Contractor.

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 Mumford & Miller such that it is received by [DATE], 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: _____

Claim Form – Attachment 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 XX DAY, XX MONTH, XXXX YEAR

You may 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 and delivered on or before [*Deadline above*], to:

[*Name and Address*]

If you do not submit a completed Claim Form and Release Form on or before [*Deadline above*], 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 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.

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 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. [Depending on the notice process, include contact information for OFCCP or settlement administrator.]

Name
Address
Phone
Email/website link

Step 2: Sign and return along with the Release Form

I certify the above as true and correct.

Signature

Date
