

## CONCILIATION AGREEMENT

Between

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

and

UNIVERSAL PROTECTION SERVICE, LP D/B/A ALLIED UNIVERSAL SECURITY SERVICES  
(Formerly d/b/a AlliedBarton Security Services)  
1551 N. Tustin Avenue, Suite 650  
Santa Ana, CA 92705

### **PART I: PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated AlliedBarton Security Service LP's ("AlliedBarton") facility located at 3120 Chicago Avenue, Suite 190, Riverside, CA 92507 (the "Riverside Office"), and found that AlliedBarton was not in compliance with Executive Order 11246, as amended, and its implementing regulations at 41 CFR Sections 60-1 and 60-2. OFCCP notified Universal Protection Service, LP ("Allied Universal") of the specific violations found and the corrective actions required in a Notice of Violations dated December 6, 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 Allied Universal, enter into this Conciliation Agreement (hereafter "Agreement") and agree to all the terms stated below.

### **PART II: GENERAL TERMS AND CONDITIONS**

1. In exchange for Allied Universal'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 this Agreement itself, or to correct and obtain relief for the violations described in Part III if Allied Universal violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Allied Universal 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. Allied Universal will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. Allied Universal understands that nothing in this Agreement relieves Allied Universal of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended (Section 503), Vietnam Era Veterans Readjustment Assistance Act, as amended (VEVRAA), their implementing regulations, and other applicable equal employment laws.

4. Allied Universal 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, or VEVRAA, or engages in any activity listed at 41 C.F.R. Section 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 and 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 Pacific Region.
9. This Agreement will expire sixty (60) days after Allied Universal submits the final progress report required in Part IV below, unless OFCCP notifies Allied Universal in writing prior to the expiration date that Allied Universal has not fulfilled all of its obligations under this Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines that Allied Universal has met all of its obligations under this Agreement.
10. If Allied Universal violates this Conciliation Agreement,
  - A. The procedures set forth at 41 C.F.R. Section 60-1.34 will govern:
    - 1) If OFCCP believes that Allied Universal violated any term of this Agreement while it was in effect, OFCCP will send Allied Universal a written notice stating the alleged violations and summarizing any supporting evidence.
    - 2) Allied Universal will have fifteen (15) days from receipt of such notice to demonstrate in writing that it has not violated the Agreement, unless such a delay would result in irreparable injury to the employment rights of the affected employees, former employees, or applicants.
    - 3) If Allied Universal 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. Allied Universal may be subject to the sanctions set forth in Section 209 of Executive Order 11246, and/or other appropriate relief for violation of this Agreement.
11. AlliedBarton and Allied Universal have disputed the finding in Part I of this Agreement. This Agreement does not constitute an admission by Allied Universal of any violation of E.O. 11246 or its' implementing regulations, or other laws, nor has there been an adjudicated finding that AlliedBarton or Allied Universal violated any laws.

### **PART III: SPECIFIC ALLEGED VIOLATIONS AND REMEDIES**

#### **1. COMPENSATION VIOLATION**

- A. **Statement of Violation:** AlliedBarton failed to ensure that *9-1.B Site Supervisor* employees at the Riverside Office received information relating to job assignments and compensation without regard to race or ethnicity as required by 41 CFR § 60-1.4(a)(1).
- B. **OFCCP Specific Finding:** OFCCP's review of AlliedBarton's job assignment and compensation practices for its *9-1.B Site Supervisor* job group position during the review period beginning January 1, 2014 through December 31, 2015, revealed that African American Site Supervisor employees at the Riverside Office with similar duties, performance, working conditions, qualifications, skills, experience, and seniority, were not consistently made aware of all available job assignments and, as a result, were assigned to lower paying security services client accounts, and compensated at a lower pay rate, when compared to their similarly situated Hispanic and Caucasian counterparts, in violation of 41 CFR § 60-1.4(a)(1).
- C. **Remedy for Affected Parties:** Allied Universal agrees to implement measures to ensure that its job assignment and compensation systems are applied equitably to all employees, regardless of race or ethnicity. This consists of all aspects of job assignment and compensation, including but not limited to, initial hire and/or job assignment, initial wage or hourly pay rate at the time of hire or assignment, and to any subsequent promotion, transfer, or progression into higher paying job categories, levels, positions, or job assignments.

Allied Universal agrees to provide make-whole relief (including back pay and interest) in the total amount of \$51,351.67 (which includes \$44,333.05 in back pay and \$7,018.62 in interest) to the affected African American employees in the *9-1.B Site Supervisor* job group position who were assigned to lowest paying security services client accounts, and compensated at a lower pay rate than their similarly situated Hispanic and Caucasian counterparts, during the review period listed above. Back pay will be distributed to each African American employee (or former employee) based on his or her tenure during the review period listed above (see Attachment A).

In addition, Allied Universal also agrees to provide explicit notification to the (b) (7)(E) currently employed African American Site Supervisors (Class Members) of their opportunity to apply for higher paying (or otherwise more personally suitable) positions of their choice.

Allied Universal also agrees to review its policies and procedures to ensure that its method of administering Job Assignments does not discriminate against employees due to their race or ethnicity (or on the basis of any other legally prohibited factor).

Lastly, Allied Universal agrees to review its policies and procedures to ensure that its Compensation Systems do not discriminate against employees due to their race or ethnicity (or on the basis of any other legally prohibited factor).

## 2. TECHNICAL VIOLATION

- A. Statement of Violation: AlliedBarton failed to identify problem areas by performing an in-depth analysis of the total employment process for its *9-1.B Site Supervisor* job group position at the Riverside Office to determine whether and where impediments to equal employment opportunity exist, as required by 41 CFR 60-2.17(b).
- B. OFCCP Specific Finding: AlliedBarton failed to conduct an analysis of its total employment process to determine whether disparities exist along racial and/or ethnic lines relative to job placement, job assignment, and employee compensation.
- C. Remedy for Affected Parties: Allied Universal must perform an in-depth analysis of its total employment process at the Riverside Office to determine whether and where impediments to equal employment opportunity exist, as required by 41 CFR 60-2.17(b). At a minimum, Allied Universal must:
1. Periodically conduct depth analyses of its *9-1.B Site Supervisor* workforce to determine whether and where disparities exist along racial or ethnic lines relative to job placement and/or job assignment of employees at different job sites or on different client contracts within the unit – 41 CFR 60-2.17(b)(1);
  2. Periodically conduct in depth analyses of its *9-1.B Site Supervisor* workforce to determine whether and where disparities exist along racial or ethnic lines relative to employee compensation – 41 CFR 60-2.17(b)(3);

## 3. TECHNICAL VIOLATION

A. Statement of Violation: AlliedBarton failed to develop and execute action-oriented programs at its Riverside Office designed to correct any identified problem areas, and failed to demonstrate good faith efforts to remove identified barriers in order to expand employment opportunities and produce measurable results, as required by 41 CFR 60-2.17(c).

B. Specific OFCCP Finding: AlliedBarton failed to conduct an analysis of its total employment process in order to develop and execute action-oriented programs designed to correct identified problem areas, and must demonstrate a good faith effort to remove identified barriers in order to expand employment opportunities and produce measurable results, as required by 41 CFR 60-2.17(c).

C. Remedy for Affected Parties: At a minimum, Allied Universal must:

1. Develop and/or maintain a method of disclosure to ensure that all *9-1.B Site Supervisors* are explicitly informed, and have the opportunity to apply for, bid on, or otherwise avail themselves as a candidate for any Site Supervisor vacancy required to be filled under the terms of any new, current, or amended security services contract in affect at Allied Universal's Riverside, California facility, and are informed of the hourly pay rate (or pay rate schedule) associated with said contracts;

#### 4. RESOLUTION

In order to resolve the Violations listed in Paragraph 1(A-B), Allied Universal agrees to the following:

- A. Notification of Affected Party: Within fifteen (15) calendar days after the effective date of this Agreement, Allied Universal agrees to send a 'Notification Letter (Attachment B)' via certified United States Postal Service (USPS) mail, Return Receipt Requested (hereinafter USPS Form 3811), to each Class Member (Attachment A) to notify them of this Conciliation Agreement. Enclosed with the Notification Letter will be an 'Address, Social Security, and Payment Method Verification Form (hereafter "Verification Form" or "Attachment C")' requesting verification of the Class Member's current address, telephone number, social security number, and the method by which settlement funds shall be received. Also enclosed with the Notification Letter will be a 'Release of Claims Form (Attachment D)'. The Class Member shall use the Verification Form (Attachment C) to indicate the preferred method of delivery for the financial settlement amount. The Class Member shall return the completed Verification Form and Release of Claims Form within fifteen (15) calendar days of the postmark date of the Notification Letter.

Within ten (10) calendar days after the above referenced fifteen (15) calendar day response period expires, Allied Universal shall notify OFCCP of all Class Members who have not received or responded to the Notification Letter within the allotted fifteen (15) calendar day period. Upon such notification, OFCCP will have an additional fifteen (15) calendar days from receipt of notice from Allied Universal to locate each identified Class Member and to provide updated contact information to Allied Universal for that Class Member. OFCCP will use its best efforts to contact each Class Member, including contacting the Class Member's last known physical address, telephone number, and email address, in an attempt to ascertain the Class Member's current mailing address.

Within ten (10) calendar days of receiving from OFCCP the previously non-locatable Class Member's updated mailing address, Allied Universal will send to the newly located Class Member's address a second Notification Letter (Attachment B) containing Attachments C and D. The Class Member will have fifteen (15) calendar days after the postmark of the second Notification Letter to respond by returning the completed Verification Form and Release of Claims Form. If, after the second attempt at location the Class Member is unable to be located, or if the Class member fails to return a completed Verification Form and Claims Form after expiration of the second notification period, the Class Member will not be eligible for the financial settlement amount outlined in Paragraph (b) this Agreement.

Within ten (10) calendar days of Allied Universal's notification to OFCCP of the Class Members who remained un-locatable, or who failed to respond to either Notification Letter within the allotted fifteen (15) calendar day timeframes, OFCCP shall compute the final financial settlement amount to be distributed to each remaining Class Member, and submit those computations to Allied Universal so that it may prepare the settlement funds for disbursement.

- B. Financial Settlement Distribution: The cumulative financial settlement amount referenced in this Section is derived from the total financial settlement amount (\$51,351.67) referenced in Paragraph 1C, above. Distribution of said amount shall be made only to those Class Members who 'qualify' by virtue of having successfully returned their completed Verification and Claims forms (Attachments C and D) within the allotted timeframe referenced above in Paragraph 4(A).

Allied Universal shall distribute to each qualified Class Member, based on that Class Member's total tenure during the review period, his or her individual portion of the cumulative financial settlement amount of \$51,351.67 (less appropriate withholding). The portion of any remaining financial settlement funds unaccounted for because of the failure of the Class Member to respond to the Notification Letter, or because of an inability to locate the Class Member, shall be distributed in equitable portions to the remaining qualified Class Members based on their tenure during the review period. Allied Universal shall make said distribution within thirty (30) calendar days after receipt of the completed Class Member forms referenced as Attachments C and D in Paragraph 3(A), above. Allied Universal shall utilize one of the following methods to affect delivery of the settlement funds:

1. Special Courier: Allied Universal shall engage the services of a 'Special Courier' (e.g., FedEx, UPS, etc.) to deliver the settlement funds to each Class Member at a previously designated location (e.g., the residence of the Class Member). The funds are to be delivered to, received by, and signed for by the Class Member only. The Class Member shall be required to provide one form of picture identification (current driver's license, passport, employment identification), and a clear and legible signature indicating his or her verification and receipt of the settlement check amount. The Special Courier shall verify the Class Member's signature and identification before the settlement check is released from the Special Courier to the Class Member.
2. Direct Deposit/Wire Transfer: Allied Universal shall deliver the settlement funds via direct deposit or wire transfer into a bank account or other financial repository previously designated by the Class Member. The Class Member shall provide the appropriate bank account, routing, and other relevant information for this purpose. In the event a Class Member does not have an appropriate bank account, a Class Member may be given a check for the settlement funds in person at the Riverside Office.

Payment to each Class Member shall be made in a lump sum, less any appropriate employment withholding deductions. As appropriate, Allied Universal will send each Class Member an Internal Revenue Service Form W-2 Wage and Tax Statement with respect to any amounts required to be reported on such forms, and a Form 1099 for any amounts required to be reported in such a manner.

Acceptance of said payment by the Class Member shall constitute a full and final settlement of any and all financial claims related to these Violations.

**PART IV: REPORTING**

In order for the OFCCP to monitor compliance with this Agreement, Allied Universal, agrees to submit two (2) Progress Reports to the U.S. Department of Labor, OFCCP, Orange Area Office, 770 The City Drive, Suite 5700, Orange California 92868-4955.

**REPORT DUE DATE**

**REPORTING PERIOD**

Report 1: 140 days from Effective Date of Agreement (EDA)

EDA through 110 days after EDA

Report 2: 250 days from Effective Date of Agreement (EDA)\*

EDA through 240 days after EDA\*

**PROGRESS REPORT #1**

For its 1<sup>st</sup> Progress Report, Allied Universal, agrees to provide the following:

**Pursuant to Remedy #1:**

For Remedy #1, documentary evidence indicative of each qualified Class Member's receipt of his/her share of the Financial Settlement funds (the 'check') delivered by Allied Universal, as required by Part III, Paragraph 1(C), and Paragraph 4(A) and 4(B)(1-2), of this Agreement. Acceptable documentary evidence shall be in the form of:

- (A) A copy of the wire transfer receipt indicating the 'check' was deposited into the Class Member's bank account; or
- (B) A copy of every cancelled 'check' signed by each Class Member; or
- (C) A copy of a receipt signed by each Class Member verifying Class Member's receipt of the 'check'.

**Pursuant to Remedy #3**

For Remedy #3, documentation which demonstrates that Allied Universal has made a good faith effort to remove identified employment barriers by developing and executing a method of disclosure which explicitly informs, and provides the opportunity for, all *9-1.B Site Supervisors* to apply for, bid on, or otherwise avail themselves as a candidate for any Site Supervisor vacancy, and which informs them of the specific hourly pay rate for each such position.

- (A) Documentation for Remedy 3 must confirm that each *9-1.B Site Supervisor* employee (specifically to include those of African American race or ethnicity, generally, and the five (5) currently employed Class Members, specifically), has been informed of Allied Universal's application process and wage or compensation scale. Each employee must be notified that certain Allied Universal contracts pay a higher (or lower) hourly rate than others, and that it is the employee's responsibility to educate him or herself concerning current vacancies, advancement opportunities, pay rates, etc. Satisfactory documentation demonstrating that each employee *has* been so informed can include (but not necessarily be limited to...) a snapshot of the specific page(s) within Allied Universal's intranet job search portal which explain its' application process and wage or compensation scale; or other such documentation which demonstrates that each *9-1.B Site Supervisor* employee has been so informed (as outlined above).

## PROGRESS REPORT #2

For its 2nd Progress Report, Allied Universal, agrees to provide the following (if applicable):

### Pursuant to Remedy #1:

For Remedy #1, for any remaining qualified Class Member not accounted for during the 1<sup>st</sup> Progress Reporting period (i.e., one for whom proof of payment was not yet obtained), provide documentary evidence (e.g., copy of cancelled check; receipt signed by Class Member) confirming that Class Member's receipt of the Financial Settlement check as required under terms of this Agreement.

If all qualified Class Members are accounted for (i.e., confirmed to have received their Financial Settlement check) during the 1<sup>st</sup> Progress Reporting period, documentation related to a 2<sup>nd</sup> Progress Report for this Item shall not be required.

### Pursuant to Remedy #2

For Remedy #2, Allied Universal must provide acceptable documentation to support that it has successfully taken the actions required by Remedies 2(C)(1-2) and 3(C)(1-2) of Part III of this Conciliation Agreement. Documentation which will be required in order to satisfy these reporting requirements shall include (but not necessarily be limited to):

- (A) For Remedy 2, copies of reports which substantiate that Allied Universal has conducted a periodic in-depth analysis of its *9-1.B Site Supervisor* workforce at the Riverside Office as prescribed at 41 CFR 60-2.17(b)(1) and (b)(3). Documentation for this remedy should include (but not necessarily be limited to) a copy of the most recent *9-1.B Site Supervisor* workforce analysis (broken out by race and gender); a compensation report which identifies each *9-1.B Site Supervisor's* name, race, gender, and current hourly pay rate and job assignment; all other documentation used in the analytical process; and a brief written narrative which describes how Allied Universal utilized the above referenced documents in order to conduct its periodic in-depth analysis.

### Pursuant to Remedy #3:

Provide any remaining documentation for this Item which may not have been provided during the 1<sup>st</sup> Progress Reporting Period. If satisfactory documentation was submitted during the 1<sup>st</sup> Progress Reporting Period, documentation related to a 2<sup>nd</sup> Progress Report for this Item shall not be required.

**PART V: SIGNATURES**

This Conciliation Agreement is hereby executed by and between the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP) and Allied Universal, 1551 N. Tustin Avenue, Suite 650, Santa Ana, CA 92705.

Date: 5/30/19

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

Steve Claton, President – Southwest Region  
Universal Protection Service, LP  
Allied Universal Security Services (fka  
AlliedBarton Security Services)

Date: 05/31/2019

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

(b) (7)(C), (b) (7)(E)  
Senior Compliance Officer  
Office of Federal Contract Compliance  
Programs  
Orange Area Office

Date: 05/31/2019

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

Hector M. Sanchez  
Area Director  
Office of Federal Contract Compliance  
Programs  
Orange Area Office

Date: 05/31/2019

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

Jane Stühr  
Regional Director  
Office of Federal Contract Compliance  
Programs  
Pacific Region

# CLASS MEMBERS LIST OF NAMES

ALLIED UNIVERSAL - #R001993219

## ATTACHMENT A

<u>CLASS MEMBER NAME</u>	<u>REMEDY PERIOD(S)</u>	<u>REMEDY \$\$ AMT.</u>
01 (b) (7)(C)	2014 & 2015	\$ 4,279.30
02 (b) (7)(C)	2014 & 2015	\$ 4,279.30
03 (b) (7)(C)	N/A & 2015	\$ 2,139.66
04 (b) (7)(C)	2014 & 2015	\$ 4,279.30
05 (b) (7)(C)	2014 & 2015	\$ 4,279.30
06 (b) (7)(C)	2014 & 2015	\$ 4,279.30
07 (b) (7)(C)	2014 & 2015	\$ 4,279.30
08 (b) (7)(C)	2014 & N/A	\$ 2,139.67
09 (b) (7)(C)	N/A & 2015	\$ 2,139.67
10 (b) (7)(C)	N/A & 2015	\$ 2,139.67
11 (b) (7)(C)	2014 & 2015	\$ 4,279.30
12 (b) (7)(C)	2014 & 2015	\$ 4,279.30
13 (b) (7)(C)	2014 & 2015	\$ 4,279.30
14 (b) (7)(C)	2014 & 2015	\$ 4,279.30
<b><u>GRAND TOTAL REMEDY:</u></b>		<b><u>\$51,351.67</u></b>

REMEDY BREAKOUT: 2 YEAR CMs - \$3,694.42 (BP) + \$584.88 (INT) = \$4,279.30  
1 YEAR CMs - \$1,847.21 (BP) + \$292.44 (INT) = \$2,139.65

**NOTIFICATION LETTER (Attachment B)**

Via Hand Delivery (and/or)  
Certified Mail, Return Receipt Requested

DATE

Mr./Ms.

Dear Mr./Ms.:

Allied Universal Security Services (formerly Allied Barton; hereafter "Allied Universal"), located at ADDRESS, CITY, STATE, ZIP) and the Department of Labor's Office of Federal Contract Compliance Programs (hereinafter "OFCCP") have entered into a Conciliation Agreement (CA) to resolve alleged violations of certain federal labor laws which were discovered during an OFCCP compliance evaluation.

As part of this Conciliation Agreement, you are eligible to receive a monetary distribution in the amount of \$X,XXX.XX, less lawful payroll deductions. In order to be eligible for this distribution, you must execute and return the following enclosed documents: (1) Address and Social Security Verification Form, (2) Release of Claims Form (hereafter the 'Attachments'), within fifteen (15) calendar days of the hand delivered receipt or, if mailed, the postmark of this letter to:

*Contractor Contact Person/Title  
Company/Firm Name  
Address  
City/State/Zip  
Phone Number  
Email Address*

**If you fail to return any of the required documentation within the specified timeframe, you will be ineligible for the monetary relief provided for by this Conciliation Agreement.**

By entering into this Conciliation Agreement, Allied Universal has not admitted, nor has there been any adjudicated finding that Allied violated any laws related to the OFCCP evaluation, and Allied Universal specifically denies that it has violated any law. Allied has entered into this Conciliation Agreement for its convenience and to resolve this matter without further legal proceeding.

If you have any questions concerning how to return the Attachments, please call XXXX of XXXX at (XXX) XXX-XXXX. If you have any questions concerning the reason why you've received this Notification, please call (b) (7)(C), (b) (7)(E) Sr. Compliance Officer at OFCCP, at (714) 621 (b) (7)(C), (b) (7)(E). Your call will be returned as soon as possible.

Sincerely,

\_\_\_\_\_  
CONTRACTOR SIGNATURE,  
CONTRACTOR TITLE

Enclosures: Address Verification Form (Attachment B);  
Release of Claims Form (Attachment D);

**Attachment C**  
**Address, Social Security, and Payment Method Verification Form**

**You must complete this form in order to be eligible for any monetary distribution under the terms of the Conciliation Agreement (CA) between Allied Universal (formerly AlliedBarton; hereafter "Allied") and the U.S. Department of Labor's Office of Federal Contract Compliance Programs (hereinafter "OFCCP"). Please print legibly, except for the signature.**

**CURRENT NAME, ADDRESS, AND TELEPHONE NO.:**

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

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Please notify Allied's legal representative at the address below if your address changes within the next ninety (90) days or prior to completion of the Settlement Payment process.

**MY PREFERRED METHOD OF PAYMENT OF SETTLEMENT FUNDS IS VIA:**

- Check (To Be Personally Delivered via Courier to the Address Listed Above):
- Check (To Be 'Direct Deposited' into the checking/savings account of the designated financial institution):

Name of Bank/Financial Institution: \_\_\_\_\_

Routing Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

**SOCIAL SECURITY NUMBER (required for tax purposes only):**

\_\_\_\_-\_\_-\_\_\_\_

You must return this form to Allied's designated legal representative, postmarked within fifteen (15) calendar days of the hand delivery receipt date or USPS (...FedEx, UPS, etc.) postmarked date of the envelope containing this notice. The completed form should be returned to:

*Contractor Contact Person*  
*Contact Person Title*  
*Company/Firm Name*  
*Address*  
*City/State/Zip*  
*Phone Number*  
*Email Address*

"I (Print Your Name Here) \_\_\_\_\_, certify the above as true and correct."

\_\_\_\_\_  
Class Member (Signature)

\_\_\_\_\_  
Date Signed

**Attachment D**

RELEASE OF CLAIMS

This Release of Claim under Executive Order 11246 ("Release") is a legal document. The document states that in return for Allied Universal Protection Services, LP d/b/a Allied Universal (formerly Allied Barton Security Services; hereafter "Allied Universal"), paying you money, you agree that you will not file any lawsuit against Allied Universal, or its predecessors, related entities, subsidiaries, or partner organizations for allegedly violating Executive Order 11246, during its hiring and/or placement of identified 'Protected Class Members' in positions within its Service Workers job group. It also says that Allied Universal does not admit that it or its predecessors, related entities, subsidiaries, or partner organizations violated any laws, and that Allied Universal expressly denies that it has done so. This Release says that you were advised, and that you have had sufficient time to review the document, talk to others about the document, including an attorney if you so choose, and that no one pressured you into signing this 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 monetary payment of \$X,XXX.XX (less any deductions required by law) by Allied Universal to me, which I agree is acceptable, and also in consideration of the Conciliation Agreement between Allied Universal and the Office of Federal Contract Compliance Programs (hereinafter "OFCCP"), I agree to the following:

**I.**

I hereby waive, release and forever discharge Allied Universal, its predecessors, related entities, subsidiaries, and partner organizations, and its and their directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my initial hiring and/or placement, or in my rate of compensation related to same, based on my race or ethnicity, at any time prior to the effective date of this Release.

**II.**

I understand that Allied Universal denies that it or its' predecessors, related entities, subsidiaries, and partner organizations, treated me unlawfully or unfairly in any way and that Allied Universal 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 alleged inequities in placement and compensation and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on February 11, 2016. I further agree that the payment of the aforesaid sum by Allied Universal to me is not to be construed as an admission of any liability by Allied Universal, or its predecessors, related entities, subsidiaries, and partner organizations.

**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.

**IV.**

**I understand that if I do not sign this Release and return it to Allied Universal's legal representative, postmarked within fifteen (15) calendar days from the postmarked date on the envelope in which I received this Release, I will not be entitled to receive the payment (less deductions required by law) from Allied Universal.**

IN WITNESS WHEREOF, I am signing this document of my own free will.

\_\_\_\_\_  
Name of Class Member (please print)

\_\_\_\_\_  
Signature of Class Member

\_\_\_\_\_  
Date Signed by Class Member