

**Conciliation Agreement
Between the
U.S. Department of Labor
Office of Federal Contract Compliance Programs
and
CINTAS CORPORATION
6800 Cintas Blvd, Mason, Ohio 45040**

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") conducted compliance evaluations of the following CINTAS Corporation ("CINTAS" or "contractor") establishments: (1) Location 62 located in Piscataway, New Jersey; (2) Location 111 located in Union, New Jersey; (3) Location 780 located in Central Islip, New York; (4) Location 756 located in Cumberland/Providence, Rhode Island; and, (5) Location 543 located in Lafayette, Louisiana.¹ OFCCP is alleging that CINTAS was not in compliance with Executive Order 11246 as amended ("EO 11246" or "Executive Order") and its implementing regulations at 41 Code of Federal Regulations ("CFR") Sections 60-1 – 60-3.

Since 2012, OFCCP has scheduled fifty-six (56) CINTAS establishments in locations throughout the United States for compliance evaluations. The compliance evaluations involved a review of hiring, terminations, promotions, pay and affirmative action practices for positions within the following EEO Categories: Managers, Professionals, Sales, Administrative, Operatives and Laborers.

On June 11, 2014, OFCCP issued a consolidated Notice of Violations ("NOV") related to the Union, Piscataway and Central Islip locations, which was amended on June 16, 2014. On February 19, 2016, OFCCP issued a NOV related to the Cumberland/Providence location. In each of these evaluations, OFCCP alleged hiring and/or compensation discrimination violations among Production job titles within Job Group 8. CINTAS responded to the NOV's and objected to OFCCP's allegations.

In the interest of resolving the alleged violations without engaging in further legal proceedings, and in exchange for sufficient and valuable consideration described in this document, OFCCP and CINTAS ("the parties") enter into this Conciliation Agreement ("Agreement"), and agree to all the terms herein. The attachments to this Agreement are deemed incorporated into this Agreement.

¹ CINTAS uses a different numbering system for its EEO-1 reports. The following EEO-1 numbers correspond to these five locations: Union – 0330; Piscataway – 0328; Central Islip – 0336; Providence/Cumberland – 0433; Lafayette – 0237.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for CINTAS's fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to issue a notice of violations in the compliance evaluation of the Lafayette location and agrees not to institute administrative or judicial enforcement proceedings under EO 11246, based on the violations issued to the Union, Piscataway, Central Islip and Cumberland/Providence locations referenced in Part I, above. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violations described herein if CINTAS violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations, or if OFCCP deems that CINTAS is in breach of the Agreement. In exchange for CINTAS's fulfillment of all obligations in Parts IV and V of the Agreement, OFCCP further agrees not to initiate any new compliance evaluations of CINTAS Corporation² until at least 60 days after CINTAS submits the final progress report described in Parts V and VI of this Agreement and OFCCP confirms to CINTAS that it has fully complied with the terms of this Agreement, or for at least five years, whichever is later (referred to herein as the "scheduling exemption period"). Furthermore, at the expiration of the scheduling exemption period, any CINTAS establishment selected for a compliance evaluation will be selected in accordance with the scheduling methodology in place at that time. For example, OFCCP will remove from its administrative database used for selection all CINTAS establishments that completed a review or monitoring period within the last two years. CINTAS agrees that if OFCCP has reason to believe that CINTAS has violated this Agreement, it may review CINTAS's compliance with this Agreement. As part of such review, OFCCP may require written reports, enter and inspect the premises, interview witnesses, and examine and copy documents as may be relevant to the matter under investigation and pertinent to CINTAS's compliance. With reasonable notice and on mutually agreeable dates, CINTAS will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents agreed upon within this Agreement.
2. This Agreement does not constitute an admission by CINTAS of any violation of or noncompliance with any laws, or of any other wrongdoing whatsoever, including but not limited to any violation of EO 11246, Section 503 of the Rehabilitation Act of 1973, as amended ("Section 503"), the Vietnam Era Veterans' Readjustment Assistance Act of 1974 ("VEVRAA") and their implementing regulations at 41 CFR Chapter 60, or other laws, nor has there been an adjudicated finding that CINTAS violated any laws.
3. CINTAS understands that nothing in this Agreement relieves CINTAS of its obligation to fully comply with the requirements of EO 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment opportunity laws.
4. CINTAS promises not to harass, intimidate, threaten, discriminate against, or otherwise retaliate against any individual because the individual benefits from this Agreement, files a

² For the purpose of this Agreement, Cintas Corporation is defined as including Cintas Corporation, Cintas Corporate Services, Cintas Corporation No. 2, Cintas Corporation No. 3, G&K Services, LLC and G&K Services, Co. LLC.

complaint or participates in any investigation or proceeding under EO 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 CFR §§ 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 the 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 CINTAS and Robert LaJeunesse, Ph.D., Acting Director of Enforcement (the "Effective Date").
9. This Agreement will expire 60 days after CINTAS submits the final progress report described in Parts V and VI of this Agreement and OFCCP confirms to CINTAS that it has fully complied with the terms of this Agreement. If OFCCP notifies CINTAS in writing that it contends that CINTAS has not fulfilled all of its obligations under the Agreement, then the Agreement is automatically extended until the date OFCCP determines CINTAS has met all of its obligations under the Agreement.
10. Each party shall bear its own fees and expenses with respect to this matter.
11. If CINTAS violates the Conciliation Agreement,
 - A. The procedures set forth at 41 CFR §§ 60-1.34 will govern:
 - 1) If OFCCP believes that CINTAS violated any term of the Agreement while it was in effect, OFCCP will send CINTAS a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) CINTAS will have at least 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 CINTAS 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 for those establishments with an open review at the time of this Agreement and seek a full make-whole remedy for victims.

- 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. CINTAS 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.

12. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.
13. This Agreement is limited to the facts of the matters being resolved. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding or compliance evaluation except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
14. All references to "days" in this Agreement are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

PART III. SPECIAL TERMS AND CONDITIONS

1. CINTAS agrees to the enhanced compliance obligations outlined in Part V of this Agreement. These additional commitments are not limited to the five establishments listed in Part I, above. The enhanced compliance obligations will instead have an enterprise-wide impact that will benefit thousands of incumbent workers and the prospects of hundreds of thousands of job seekers at CINTAS rental locations throughout the United States.
2. The five-year scheduling exemption period described in Part II of this agreement is limited to neutrally-scheduled compliance evaluations. As stated above, OFCCP retains the right review compliance with this Agreement and to investigate complaints of discrimination under EO 11246, Section 503, and VEVRAA at establishments covered by this Agreement.
3. If CINTAS violates the terms of this Agreement, OFCCP reserves the right to bring an enforcement action seeking enforcement of the agreement itself and shall not be required to present proof of the underlying violations resolved by the agreement per the terms of 41 CFR 60-1.34 and the five-year scheduling exemption will be void.
4. This Agreement will not relieve CINTAS from its annual ongoing OFCCP requirements of equal employment opportunity through affirmative action and non-discrimination across its entire workforce, including monitoring an up-to-date Affirmative Action Program.

PART IV. VIOLATIONS AND REMEDIES

1. OFCCP alleges that at least as of September 1, 2011, the hiring process used by CINTAS resulted in a concentration of women in certain Production job titles within Job Group 8 at the

establishments listed in Part I of this Agreement. OFCCP further alleges that women within these job titles were concentrated in lower-paying positions on the Production Department wage scale in violation of 41 C.F.R. § 60-1.4(a)(1).

2. Accordingly, OFCCP seeks make-whole relief for 205 unsuccessful female applicants who applied for the following positions:
 - a. Loader/Unloader and Shipping/Receiving at the Central Islip location;
 - b. Loader/Unloader and Bulk Loader Builder at the Lafayette location;
 - c. Loader/Unloader and Material Handler Builder at the Piscataway location;
 - d. Loader/Unloader at the Providence location; and
 - e. Utility I at the Union location.
3. Notice. Pursuant to the dates agreed upon in Attachment C ("Timeline"), CINTAS shall notify Class Members of this settlement within 45 days of the Effective Date of this Agreement by mailing to each Class Member via first class mail a Notice Form explaining the settlement; a Claim Form; a Release of Claims for Make-Whole Relief under Executive Order 11246; and a self-addressed stamped envelope. Each Class Member (or the Class Member's appointed legal representative in the event that he or she is deceased or otherwise provided under the law) shall be given 45 days from the postmarked date of the Notice to respond by returning the completed Claim Form and executed Release to Cintas or a designated settlement administrator. Any response delivered or postmarked by the 45th day following the date of receipt of the Notice shall be considered to have been submitted within the 45-day period. Within 110 days of the Effective Date of this Agreement, CINTAS shall provide OFCCP with a list of Class Members who did not timely and fully respond to the Notices. Within 15 days of receiving this list from CINTAS, OFCCP shall conduct a search to attempt to locate the Class Members whose letters were returned as undeliverable or who did not respond. For all Class Members that OFCCP locates, CINTAS shall send another Notice, Claim Form, Release, and self-addressed stamped envelope within 15 days of receiving the Class Member's address from OFCCP. Each such Class Member shall be given 45 days from the postmarked date of the second Notice to respond by returning the completed Claim Form and executed Release to Contractor's settlement administrator.
4. Eligibility. All class members (listed on Attachment A) who sign and return the Interest and Release forms to CINTAS by the deadline set forth in the notice documents ("Eligible Class Members") will be eligible for a payment. If a class member receives but does not return the Release and Interest Forms to CINTAS within the prescribed deadline, the member will no longer be entitled to any relief pursuant to this Agreement.

Within 200 days of the Effective Date of this Agreement, CINTAS shall provide to OFCCP a list of all Class Members who timely submitted a completed Claim Form and executed Release along with electronic copies of all Claim Forms and Releases returned to CINTAS. Within 210 days of the Effective Date of this Agreement, OFCCP shall approve the list of Class Members

who have timely responded to the first or second Notice, or work with CINTAS to revise the list so that they can be approved by OFCCP. The approved list of Class Members shall constitute the "Final Class Member List." If a Class Member is not located and/or does not return a completed Claim Form and executed Release within the response times delineated above, the Class member will no longer be entitled to any relief pursuant to this Agreement. OFCCP and CINTAS agree that there shall be no further liability for back pay, interest, or any other relief under this Agreement to any Class Member who cannot be located or who does not submit a completed Claim Form and executed release within the timeframes enumerated above.

5. Monetary Settlement. CINTAS agrees to distribute \$190,000.00 in back pay and \$34,984.64 in interest, plus adjustments required by law on the portion representing back pay only (such as federal, state and/or local taxes and the employer's and Eligible Class Member's share of FICA and FUTA taxes) to the individuals on the final Eligible Class Member list. CINTAS shall mail to each class member an IRS Form W-2 for that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be provided to the member either at the time of payment, electronically or with the settlement checks, or at the end of the year. No class member will be required to complete a W-4 or W-9 in order to receive payments under this settlement.

By the date indicated in the Timeline, CINTAS will notify OFCCP of the receipt of a check to an Eligible Class Member that was returned as undeliverable. CINTAS will notify OFCCP of this fact via e-mail sent to the Director of Enforcement, OFCCP, US DOL. Pursuant to the date specified in the Timeline, OFCCP will attempt to locate the class member, and if OFCCP obtains an alternate address in the designated time period, OFCCP will advise CINTAS of the address and CINTAS will re-mail the check to an alternate or corrected address. Any check that remains uncashed 120 days after the initial date the check was mailed to the class member will be void. With respect to any uncashed funds, CINTAS will make a second distribution, in equal shares, to all members who cashed their first check if the second check amounts to more than \$30.00 per class member. CINTAS will mail the second distribution to such class members by the date specified in the Timeline. Any remaining funds after the second distribution may be used by CINTAS to implement the obligations described in Part V of this Agreement.

6. Employment: As the relevant Production positions within Job Group 8 become available, CINTAS will consider for employment qualified Eligible Class Members who were unsuccessful applicants to a requisition for the job in question, and who complete a Claim Form and express an interest in employment until 205 Eligible Class Members have successfully completed the selection process and are placed into Loader/Unloader, Shipping/Receiving, Bulk Loader Builder, Material Handler Builder or Utility I positions.
 - a. Eligible Class Members will be considered for job openings in the order that CINTAS receives their Claim Forms or until the list of Eligible Class Members expressing an interest in employment is exhausted, whichever occurs first. If CINTAS receives

more than one response on any given day, those Eligible Class Members will be considered for employment based on the earliest date of their original application.

- b. Eligible Class Members shall be responsible for notifying CINTAS of any changes in their addresses or other contact information, and must successfully complete the CINTAS hiring process.
- c. Eligible Class Members will be allowed at least one week to accept a conditional offer of hire. Each Class Member must meet applicable post-offer requirements such as criminal background check, drug testing, and a reference check. For Load/Unload positions, each Class Member must have a valid driver's license. Candidates will be allowed an additional two (2) weeks to report for work after receiving an unconditional offer of hire.
- d. Pursuant to this Agreement, Eligible Class Members hired into Loader/Unloader, Shipping/Receiving, Bulk Loader Builder, Material Handler Builder or Utility I positions must be paid the current wage rate for the position and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other similarly situated employees.

CINTAS must initiate its hiring of Eligible Class Members in a manner that will allow it to complete its hiring obligations under this section within 24 months of the Effective Date of this Agreement or until the list of Eligible Class Members expressing an interest is exhausted.

PART V. ENHANCED COMPLIANCE AGREEMENT

- 1. This Agreement will be in effect for a five-year period beginning on the Effective Date of the Agreement.
- 2. CINTAS will take the proactive steps described below to enhance its compliance with Executive Order 11246 in the hiring and compensation of Production job titles at its rental locations throughout the United States.
- 3. Hiring Process. CINTAS agrees to evaluate and improve its hiring process for Production job titles within Job Groups 7 and 8 to ensure equal access to opportunities for all eligible and willing applicants and employees, regardless of sex, race, ethnicity or national origin. Job Group 7 contains numerous job titles that fall within the EEO category "Operatives." Job Group 8 contains numerous job titles that fall within the EEO category "Laborers."
- 4. Recordkeeping. Pursuant to 41 C.F.R. § 60-1.12, CINTAS will ensure personnel involved in the hiring process for Production job titles within Job Groups 7 and 8 properly document the results of hiring, promotion, and termination decisions. For Production job titles within Job Group 8, Cintas will ensure personnel properly document the decisions made pursuant to the revised hiring policies and procedures, and properly maintain all records on the revised policies and procedures including any associated underlying data and information such as HRIS and

payroll data, job applications, applicant and hire data, disposition codes, and personnel records, and any other records or data used to generate the required reports.

5. CINTAS will retain a Human Resources Consultant ("Consultant") for the purpose of evaluating the policies and procedures related to the hiring process for Production job titles within Job Groups 7 and 8 to ensure that hiring decisions are made without regard to protected status of the applicants. The Consultant will have the relevant educational background and substantial experience in developing and implementing job-related and neutral employee selection.
6. The Consultant will evaluate the policies and procedures CINTAS currently uses to hire individuals into Production job titles within Job Groups 7 and 8. For Production job titles within Job Group 8, the Consultant will visit a representative sample of work locations using a sampling methodology that is consistent with professional standards for job analysis to gain an understanding of the jobs and applicable policies in order to ensure a comprehensive and thorough evaluation of CINTAS's hiring practices.
7. The Consultant will review CINTAS's policies and procedures for the hiring (e.g. job posting, selection process, and applicant tracking system) and placement of Production job titles within Job Groups 7 and 8. This review will be done in an effort to ensure that CINTAS's selection decisions are not based on sex or any other protected class.
8. Within sixty (60) days after the Effective Date of this Agreement, the Consultant will submit to CINTAS and OFCCP a confidential proposal that describes the methodology to be used in the evaluation. The proposal will estimate the time necessary to conduct an evaluation of CINTAS's hiring practices for Production job titles within Job Groups 7 and 8 and write a report containing the Consultant's findings and recommendations. The evaluation and recommendations will cover the following areas related to CINTAS's rental facilities:

Selection Procedures

- a. Procedures to recruit, screen, interview, select, reject, and hire individuals for Production job titles within Job Groups 7 and 8 without regard to sex, sexual orientation, gender identity, race/ethnicity, color, national origin, and religion in compliance with Executive Order 11246.
- b. Evaluation of recruitment efforts (methods and sources) for Production job titles within Job Group 8 and recommendations for additional strategies to increase the representation of qualified female applicants for positions such as Loader/Unloader, Shipping/Receiving, Bulk Loader Builder, Material Handler Builder and Utility I.
- c. Procedures to limit subjectivity and implicit bias in the hiring process for Production job titles within Job Group 8, including identifying objective qualifications and criteria to be used to select and/or eliminate from further consideration persons expressing an interest in employment at each step of the hiring process (*i.e.*, application screen, interview, post-offer screen, etc.).

- d. Procedures to ensure that persons expressing an interest in employment are tracked and dispositions are recorded at each step in the hiring process for Production job titles within Job Group 7 and 8.
- e. Procedures to ensure that documents are retained in accordance with 41 CFR 60-1.12(a) and Part 60-3 for Production job titles within Job Group 7 and 8.
- f. Procedures to train all employees involved in the hiring process on the policies and practices related to the selection of individuals for Production job titles within Job Group 7 and 8.
- g. Procedures to ensure that adverse impact analyses are conducted in accordance with 41 CFR Part 60-3 for Production job titles within Job Group 7 and 8.
- h. If CINTAS finds practical and statistically significant disparities within Production job titles within Job Group 8 at any facility, CINTAS shall work with the Consultant to investigate the cause of the disparities and ensure that the selection procedures have been developed in accordance with the Uniform Guidelines on Employee Selection Procedures ("UGESP"). The Consultant will take appropriate action to seek out reasonable alternatives that may reduce or remove the statistical impact as required by UGESp.

Monitoring

- i. The proposal will also outline provisions for the Consultant's monitoring of the implementation and effectiveness of the Consultant's recommendations. None of the consultant's findings and recommendations shall be considered final and/or binding on CINTAS. Upon receipt of the proposal, CINTAS and OFCCP will negotiate in good faith any amendments thereto.
9. Within sixty (60) days after the Consultant concludes the evaluation, the Consultant will provide a confidential report to CINTAS and OFCCP to include the following:
- a. A description of the evaluation conducted by the Consultant.
 - b. A summary of the Consultant's findings regarding current policies, procedures and practices at CINTAS related to the recruitment, hiring, promotions and retention of individuals in Production job titles within Job Groups 7 and 8.
 - c. The Consultant's findings and recommendations regarding each of the items set forth in Paragraph 8 above, as well as any other items included in the Consultant's proposal.
 - d. Any additional recommended actions or revisions to the policies, procedures and practices related to Production job titles within Job Group 8 to ensure equal opportunity for all persons expressing an interest in employment.

- e. Recommendations for training all individuals involved in the hiring process for Production job titles within Job Group 7 and 8.
10. At a mutually-agreeable date after receipt of the Consultant's Report, but as soon as reasonably possible, CINTAS, the Consultant, and OFCCP will meet to review the Consultant's Report in detail to discuss and evaluate the Consultant's recommendations. The parties will jointly agree on the timing, location, and structure of the meeting to facilitate maximum exchange of ideas. If CINTAS or OFCCP disagrees with any of the recommendations, the parties will discuss the reasons for the disagreement and possible alternatives. After the parties agree to the scope and nature of the recommendations, if any, to be implemented, CINTAS will work with the Consultant, with input from OFCCP as requested, to fully implement such recommendations within one hundred and eighty (180) days. Should implementation of the agreed upon recommendations (or segments thereof) require more than one hundred and eighty (180) days, CINTAS and OFCCP will work together in good faith to establish reasonable timelines for implementation.
 11. CINTAS will, in consultation with the Consultant, develop and conduct a training program to be presented to all individuals involved in the hiring process for Production job titles within Job Group 7 and 8 (i.e., recruiting, screening, interviewing, selection, rejection, and hiring). Individuals attending this training will include, at a minimum, all human resources recruiters, managers, and directors; production supervisors; and corporate human resources and compliance personnel. The training program will include instruction on the Consultant's recommendations that CINTAS agrees to implement. The training will be mandatory for the personnel identified above and any employees who are not able to attend in-person training will be required to watch a recording of the in-person training. Newly hired personnel in the roles identified above will be required to complete this training within ninety (90) days of assuming their role.
 12. CINTAS, in consultation with the Consultant and/or additional resources, will monitor the implementation of and results achieved from the revised hiring process for Production job titles within Job Group 8, and will provide reports to OFCCP on a semi-annual basis for the duration of this Agreement. The first report will cover the six-month period after the effective date and submitted pursuant to the dates agreed upon in the Timeline. During the five-year period this Agreement is in effect, the monitoring reports will indicate whether the revised hiring process for Production job titles within Job Group 8 has been fully implemented and whether the individuals involved in the revised hiring process for Production job titles within Job Group 8 are following the revised policies and procedures. The monitoring reports will also include appropriate recommendations, if any, to alter or change the revised hiring process for Production job titles within Job Group 8, its implementation, or training, to ensure a nondiscriminatory hiring process.
 13. During the five-year period, CINTAS will evaluate its pay practices to ensure, among other things, that the incentive pay plan used for Production job titles within Job Groups 7 and 8 is based on appropriate engineering standards and does not result in discriminatory pay disparities based on race, sex or other protected status. CINTAS will further evaluate the

methods used to communicate current pay practices and opportunities for advancement to applicants and incumbent partners for Production job titles within Job Group 8.

14. CINTAS will endeavor to provide greater transparency with regard to job duties, promotional opportunities and its pay practices for Production job titles within Job Group 7 and 8 including, but not limited to, initial salary at the time of hire, piece rate opportunities, overtime work, and progression into higher paying positions for Production job titles within Job Group 8. CINTAS will monitor for areas where concentrations by sex may exist within Production job titles within Job Group 8. CINTAS will endeavor to understand the cause of the areas of concentration and, if necessary, take steps to address them.
15. CINTAS will conduct adverse impact analyses of hiring into Production job titles within Job Group 7 consistent with the requirements of 41 CFR 60-3.4 and 3.15.
16. During the five-year period, CINTAS and OFCCP (and if appropriate, the Consultant) will meet once a year to discuss CINTAS's progress in implementing the adopted recommendations, to discuss concerns, and to continue to chart a path toward a mutually-beneficial partnership. The parties will jointly agree on the timing, location, and structure of the meeting to facilitate maximum exchange of ideas. Should the parties deem a meeting unnecessary, it can be waived by mutual agreement.
17. During the five-year period, CINTAS will endeavor to expand its on-going efforts to effect targeted outreach to females, minorities, veterans, and individuals with disabilities. Specifically, CINTAS will, as appropriate, continue to partner with organizations such as Next for Autism and support a shared mission to transform the national landscape of services for people with autism by strategically designing, launching, and supporting innovative programs. Cintas will strive to attract and recruit individuals with disabilities and raise awareness of local managers through partnerships like the one with Next for Autism.
18. In recognition of the time necessary to fully implement the Consultant's recommendations, provide training to hiring managers and human resources staff, monitor the revised hiring process, and make additional changes or refinements to the revised hiring process that may be warranted, OFCCP agrees not to schedule any CINTAS establishment for a compliance evaluation during the scheduling exemption period defined in Part II. OFCCP maintains its authority to ensure compliance with the terms of this Agreement and to conduct compliant investigations.
19. This Agreement between CINTAS and OFCCP does not provide CINTAS with any grant of immunity or protection from its requirement to comply with Executive Order 11246.
20. This Agreement is between OFCCP and CINTAS (as collectively defined above) and does not confer any rights or benefits to any other parties, other than any successor to, parent of, or subsidiary of CINTAS.

Part VI. REPORTS REQUIRED

1. CINTAS must submit the documents and reports described below to OFCCP. Cintas deems any and all documents and reports required by this Agreement private and confidential. OFCCP agrees that it will not release these confidential reports to the public.
2. Each year for five years from the effective date of this Agreement, CINTAS agrees to certify that it has updated its Affirmative Action Program and to submit to OFCCP, on an annual basis, the job group structure by line of business used in CINTAS's Affirmative Action Program.
3. CINTAS must submit a progress report covering each six month period this Agreement is in effect. The first progress report will be due seven months after the Effective Date of this Agreement and must cover the six-month period beginning with the Effective Date. Each subsequent report must cover the successive six-month period, and must be submitted within 30 calendar days after the close of that six-month period. CINTAS will submit the following in each progress report, as applicable:
 - a. Documentation of monetary payments to all Eligible Class Members as specified in Part IV. 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. CINTAS must provide OFCCP with copies of all canceled checks upon request;
 - b. Documentation of specific hiring activity for Eligible Class Members who were hired in accordance with this Agreement, including name, date of hire, job title hired into, rate of pay and;
 - c. For Eligible Class Members who were considered for employment but were not hired, CINTAS will provide the reason for non-placement along with all relevant documentation (e.g., documentation that the Eligible Class Member declined the offer);
 - d. Semi-annual reports as required under Part V of this Agreement. CINTAS agrees that any reports required by this Agreement will not be withheld from OFCCP or redacted in whole or in part pursuant to any privilege, including the work product doctrine or the attorney-client privilege. However, OFCCP acknowledges that CINTAS deems the reports required by this Agreement private and confidential and agrees that OFCCP will not release any such report to the public. The fees and costs of any Consultant hired by CINTAS with regard to this study will be borne exclusively by CINTAS.

PART VII. TERMINATION DATE: This Agreement will terminate pursuant to the terms in Part II, Paragraph 9.

Attachments

- A. List of Eligible Class Members
- B. Notice Documents
 - B-1-Notice
 - B-2 Interest Form
 - B-3 Release Form
- C. Timeline of deliverable and deadlines

PART VIII. SIGNATURES

The person signing this Conciliation Agreement on behalf of CINTAS Corporation personally warrants that he/she is fully authorized to do so, that CINTAS has entered into this Conciliation Agreement voluntarily and with full knowledge of the effect thereof and that execution of this Agreement is fully binding on CINTAS. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and CINTAS.

DATE: 8-1-2019

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

Max Langenkamp
Chief Diversity Officer &
Vice President of Human Resources
CINTAS Corporation

DATE: 7-26-2019

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

Robert LaJeunesse, Ph.D.
Acting Director of Enforcement
Office of Federal Contract Compliance Programs

Attachment A: List of Eligible Class Members

Union, New Jersey Location

[illegible]

Piscataway, New Jersey Location

[illegible]

(b) (7)(C)

(b) (7)(C)

(b) (7)(C)

(b) (7)(C)

(b) (7)(C)

(b) (7)(C)

Attachment B-1 Notice

You may be eligible to get money and a job because of a legal settlement between CINTAS 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 CINTAS Corporation ("CINTAS") 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 CINTAS.

ARE YOU AFFECTED?

Women who applied and were not hired for Loader/Unloader and Shipping/Receiving positions at the Central Islip, New York location between 9/1/11 and 8/31/12.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") conducted a review of certain hiring practices at CINTAS during the period of 9/1/11 to 7/31/15. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity through affirmative action requirements that apply to federal contractors. OFCCP alleges that CINTAS discriminated against women in hiring for certain Production positions. CINTAS denies those claims. Ultimately, OFCCP and CINTAS have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement between CINTAS and OFCCP.

As a result, affected applicants may be eligible for back pay and/or a job offer.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for a job at CINTAS during the relevant time frame, and were not hired, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$ 1,000.00** (before adjustments for taxes and payroll contributions). This amount represents your share of back wages and other payments CINTAS 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.** CINTAS will be making job offers 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 CINTAS, please express your interest on the enclosed Interest Form.

To get these benefits, you will need to release or agree to give up certain legal claims, and sign the enclosed Interest and Release forms.

WHAT IS YOUR NEXT STEP?

You should read this Notice and the enclosed Interest and Release forms.

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

To be eligible for a payment and job, you must complete, sign, and return **both** the following enclosed forms, (1) the Interest Form and (2) the "Release of Claims Under Executive Order 11246" (Release) to:
[Name and address for return of forms or instructions/email for electronic submission]

DEADLINE: The forms must be postmarked by [INSERT specific date for First or Second Notice deadline 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 forms, a final decision will be made about your eligibility.

If you fail to return both of the required forms by the deadline above, 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 visit the U.S. Department of Labor Web site about this case at www.dol.gov/ofccp/cml.

Attachment B-1 Notice

You may be eligible to get money and a job because of a legal settlement between CINTAS 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 CINTAS Corporation ("CINTAS") 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 CINTAS.

ARE YOU AFFECTED?

Women who applied and were not hired for Loader/Unloader and Bulk Loader Builder positions at the Lafayette, Louisiana location between 2/1/14 – 7/31/15.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") conducted a review of certain hiring practices at CINTAS during the period of 9/1/11 to 7/31/15. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity through affirmative action requirements that apply to federal contractors. OFCCP alleges that CINTAS discriminated against women in hiring for certain Production positions. CINTAS denies those claims. Ultimately, OFCCP and CINTAS have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement between CINTAS and OFCCP.

As a result, affected applicants may be eligible for back pay and/or a job offer.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for a job at CINTAS during the relevant time frame, and were not hired, this settlement may provide you with some specific benefits:

- i. You may be eligible to receive a payment of at least \$ 1,000.00 (before adjustments for taxes and payroll contributions). This amount represents your share of back wages and other payments CINTAS 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.*
- ii. You may be eligible for a job offer. CINTAS will be making job offers 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 CINTAS, please express your interest on the enclosed Interest Form.*

To get these benefits, you will need to release or agree to give up certain legal claims, and sign the enclosed Interest and Release forms.

WHAT IS YOUR NEXT STEP?

You should read this Notice and the enclosed Interest and Release forms.

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

To be eligible for a payment and job, you must complete, sign, and return **both** the following enclosed forms, (1) the Interest Form and (2) the "Release of Claims Under Executive Order 11246" (Release) to:
[Name and address for return of forms or instructions/email for electronic submission]

DEADLINE: The forms must be postmarked by [INSERT specific date for First or Second Notice deadline 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 forms, a final decision will be made about your eligibility.

If you fail to return both of the required forms by the deadline above, 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 visit the U.S. Department of Labor Web site about this case at www.dol.gov/ofccp/cml.

Attachment B-1 Notice

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We are writing to provide information about a legal settlement between the U.S. Department of Labor and CINTAS Corporation ("CINTAS") 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 CINTAS.

ARE YOU AFFECTED?

Women who applied and were not hired for Loader/Unloader and Material Handler Builder positions at the Piscataway, New Jersey location between 9/1/11 and 8/31/12.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") conducted a review of certain hiring practices at CINTAS during the period of 9/1/11 to 7/31/15. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity through affirmative action requirements that apply to federal contractors. OFCCP alleges that CINTAS discriminated against women in hiring for certain Production positions. CINTAS denies those claims. Ultimately, OFCCP and CINTAS have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement between CINTAS and OFCCP.

As a result, affected applicants may be eligible for back pay and/or a job offer.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for a job at CINTAS during the relevant time frame, and were not hired, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$ 1,000.00** (before adjustments for taxes and payroll contributions). This amount represents your share of back wages and other payments CINTAS 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.** CINTAS will be making job offers 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 CINTAS, please express your interest on the enclosed Interest Form.

To get these benefits, you will need to release or agree to give up certain legal claims, and sign the enclosed Interest and Release forms.

WHAT IS YOUR NEXT STEP?

You should read this Notice and the enclosed Interest and Release forms.

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

To be eligible for a payment and job, you must complete, sign, and return **both** the following enclosed forms, (1) the Interest Form and (2) the "Release of Claims Under Executive Order 11246" (Release) to:
[Name and address for return of forms or instructions/email for electronic submission]

DEADLINE: The forms must be postmarked by [INSERT specific date for First or Second Notice deadline 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 forms, a final decision will be made about your eligibility.

If you fail to return both of the required forms by the deadline above, 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?

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Attachment B-1 Notice

You may be eligible to get money and a job because of a legal settlement between CINTAS 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 CINTAS Corporation ("CINTAS") 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 CINTAS.

ARE YOU AFFECTED?

Women who applied and were not hired for Loader/Unloader positions at the Providence (Cumberland), Rhode Island location between 9/1/11 and 8/31/12.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") conducted a review of certain hiring practices at CINTAS during the period of 9/1/11 to 7/31/15. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity through affirmative action requirements that apply to federal contractors. OFCCP alleges that CINTAS discriminated against women in hiring for certain Production positions. CINTAS denies those claims. Ultimately, OFCCP and CINTAS have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement between CINTAS and OFCCP.

As a result, affected applicants may be eligible for back pay and/or a job offer.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for a job at CINTAS during the relevant time frame, and were not hired, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$ 1,000.00** (before adjustments for taxes and payroll contributions). This amount represents your share of back wages and other payments CINTAS 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.** CINTAS will be making job offers 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 CINTAS, please express your interest on the enclosed Interest Form.

To get these benefits, you will need to release or agree to give up certain legal claims, and sign the enclosed Interest and Release forms.

WHAT IS YOUR NEXT STEP?

You should read this Notice and the enclosed Interest and Release forms.

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

To be eligible for a payment and job, you must complete, sign, and return **both** the following enclosed forms, (1) the Interest Form and (2) the "Release of Claims Under Executive Order 11246" (Release) to:
[Name and address for return of forms or instructions/email for electronic submission]

DEADLINE: The forms must be postmarked by [INSERT specific date for First or Second Notice deadline 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 forms, a final decision will be made about your eligibility.

If you fail to return both of the required forms by the deadline above, 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 visit the U.S. Department of Labor Web site about this case at www.dol.gov/ofccp/cml.

Attachment B-1 Notice

You may be eligible to get money and a job because of a legal settlement between CINTAS 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 CINTAS Corporation ("CINTAS") 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 CINTAS.

ARE YOU AFFECTED?

Women who applied and were not hired for Utility I positions at the Union, New Jersey location between 9/1/11 and 8/31/12.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") conducted a review of certain compensation and hiring practices at CINTAS during the period of 9/1/11 to 7/31/15. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity through affirmative action requirements that apply to federal contractors. OFCCP alleges that CINTAS discriminated against women in hiring for certain Production positions. CINTAS denies those claims. Ultimately, OFCCP and CINTAS have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement between CINTAS and OFCCP.

As a result, affected applicants may be eligible for back pay and/or a job offer.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for a job at CINTAS during the relevant time frame, and were not hired, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$ 1,000.00** (before adjustments for taxes and payroll contributions). This amount represents your share of back wages and other payments CINTAS 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.** CINTAS will be making job offers 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 CINTAS, please express your interest on the enclosed Interest Form.

To get these benefits, you will need to release or agree to give up certain legal claims, and sign the enclosed Interest and Release forms.

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

To be eligible for a payment and job, you must complete, sign, and return **both** the following enclosed forms, (1) the Interest Form and (2) the "Release of Claims Under Executive Order 11246" (Release) to:
[Name and address for return of forms or instructions/email for electronic submission]

DEADLINE: The forms must be postmarked by [INSERT specific date for First or Second Notice deadline 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 forms, a final decision will be made about your eligibility.

If you fail to return both of the required forms by the deadline above, 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 visit the U.S. Department of Labor Web site about this case at www.dol.gov/ofccp/cml.

Attachment B-2 Interest Form

Interest Form

**PLEASE CAREFULLY READ THE ENCLOSED
NOTICE BEFORE COMPLETING THIS INTEREST
FORM.**

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

DEADLINE: This form must be completed and post-marked by [INSERT specific date for First or Second Notice deadline date]

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 Interest Form and the enclosed Release Form. Both must be postmarked by the deadline listed above to:

[Name and Address]

If you do not submit a completed Interest Form and Release Form on or before the deadline above, 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 Interest 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 allow us to determine your eligibility for 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 Interest form, the notice, or the settlement.

Name

Address

Phone

Email/Web site link

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

☐ Yes, I am still interested in a position with CINTAS.

OR

☐ I am currently employed by CINTAS.

OR

☐ I am not interested in a position with CINTAS.

Step 3: Sign and return along with the Release Form

I certify the above as true and correct.

Signature

Date

Attachment B-3 Release Form

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 ("Release") is a legal document. The document states that in return for CINTAS paying you money, you agree that you will not file any lawsuit against CINTAS for allegedly violating Executive Order 11246 in connection with its hiring of women into certain Production job titles. It also says that CINTAS 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 payment of \$ ____ (less adjustments required by law) by CINTAS to me, which I agree is acceptable, I (print name) _____ agree to the following:

I.

I hereby waive, release and forever discharge CINTAS, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, 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, or similar laws, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to the hiring at any time prior to the date of my signature on this Release.

II.

I understand that CINTAS denies that it treated me unlawfully or unfairly in any way and that CINTAS 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 disparities in hiring and to resolve the matter without further legal proceedings. I further agree that the payment of the aforesaid sum by CINTAS to me is not to be construed as an admission of any liability by CINTAS.

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 CINTAS by the date set forth in the enclosed notice, I will not be entitled to receive any payment (less deductions required by law) from CINTAS.

IN WITNESS WHEREOF, I have signed this document on this ____ day of
_____, 20__.

Signature

Attachment C- Timeline

ACTIVITY	TIMEFRAME	DATE
CINTAS Mails Notice Documents (First Mailing)	45 days from effective date	September 15, 2019
Postmark Deadline for Class Members to Reply to Notice	45 days from postmark of Notice	October 30, 2019 or sooner depending on postmark of Notice
CINTAS Notifies OFCCP of Undeliverable Mailings	110 days from effective date	November 19, 2019
OFCCP Provides Updated Contact Information to CINTAS	125 days from effective date	December 4, 2019
CINTAS Mails Notice Documents (Second Mailing)	140 days from effective date	December 19, 2019
Postmark Deadline for Class Members to Reply to Second Notice	45 days from postmark date	February 2, 2020, or sooner depending on postmark of Notice
CINTAS Provides List of its Determination of Eligible Class Members	200 days from effective date	February 17, 2020
OFCCP Reviews and Approves Final List and Distribution Amounts	210 days from effective date	February 27, 2020

CINTAS Mails Back Pay Checks	225 days from effective date	March 13, 2020
CINTAS Notifies OFCCP of Any Checks Returned as Undeliverable	Within 10 days of returned check	TBD
OFCCP Provides Updated Addresses	Within 20 days of returned check	TBD
CINTAS Mails Back Pay Checks to New Addresses	Within 50 days of returned check	TBD
Distribution of Remaining Funds to Eligible Class Members	360 days from effective date	TBD

Attachment C-
Timeline (Continued)

Enhanced Compliance Agreement Timeline

Consultant submits proposal to CINTAS and OFCCP	60 days from the effective date	Sept. 30, 2019
Consultant submits report to CINTAS and OFCCP	TBD based on timeframe outlined in proposal approved by OFCCP	TBD
Parties meet to discuss report	At a mutually agreeable date after report is submitted	TBD
CINTAS will work to implement the recommendations	180 days after agreement is reached on the scope of work; if any items need additional time, OFCCP and CINTAS will agree on a reasonable timeframe to complete the work	
CINTAS submits semi-annual progress reports	On-going, every 180 days; First report due March 2020 (covering first six month period after effective date)	Report due every 180 days with first report due in March 2020.