

Early Resolution Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
and  
CoStar Realty Information, Inc.  
1331 L. Street NW  
Washington, DC 20005-4293

**PART I. PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs ("OFCCP") is currently evaluating Costar Realty Information, Inc. ("CoStar") located at 1331 L. Street NW, Washington, DC 20005-4293 ("Reviewed Establishment") and is alleging that CoStar was not in compliance with Executive Order 11246, as amended ("E.O. 11246" or "Executive Order"), and its implementing regulations at 41 Code of Federal Regulations (CFR) Parts 60-1 to 60-3. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and CoStar enter into this Conciliation Agreement ("Agreement"), and the parties agree to all the terms therein. The attachments to this Agreement are deemed incorporated into this Agreement.

**PART II. GENERAL TERMS AND CONDITIONS**

1. In exchange for CoStar's fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246, based on the violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violations described in Part III if CoStar violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations, including during the 5-year exemption period if OFCCP deems that CoStar is in breach of the Agreement. In exchange for CoStar's fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP further agrees not to initiate any new audits at any CoStar locations until at least two years after CoStar submits the final progress report described in Part V of this Agreement and the OFCCP confirms to CoStar that it has fully complied with the terms of this Agreement.
2. CoStar 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 as may be relevant to the matter under investigation and pertinent to CoStar's compliance. CoStar will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents required.
3. This Agreement does not constitute an admission by CoStar of any violation of or noncompliance with any laws or of any other wrongdoing whatsoever, including but not limited to any violation of E.O. 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 CoStar violated any laws.

4. CoStar understands that nothing in this Agreement relieves CoStar of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment laws.
5. CoStar promises not to harass, intimidate, threaten, discriminate against, or otherwise retaliate against any individual because the individual benefits from this Agreement, or files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 CFR § 60-1.32(a).
6. OFCCP and CoStar ("the parties") understand the terms of this Agreement and enter into it voluntarily.
7. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced therein. 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.
8. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement becomes effective on the day it is signed by the Regional Director of the Mid-Atlantic Region (the "Effective Date").
10. This Agreement will expire sixty (60) days after CoStar submits the final progress report required in Part V below, unless OFCCP notifies CoStar in writing prior to the expiration date that CoStar has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date OFCCP determines CoStar has met all of its obligations under the Agreement.
11. Each party shall bear its own fees and expenses with respect to this matter.
12. If CoStar violates the Agreement,
  - A. The procedures set forth at 41 CFR § 60-1.34 will govern:
    - 1) If OFCCP believes that CoStar violated any term of the Agreement while it was in effect, OFCCP will send CoStar a written notice stating the alleged violations and summarizing any supporting evidence.
    - 2) CoStar will have 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 affected employees or applicants.

- 3) If CoStar 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. CoStar 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.

13. 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, and cannot be used as evidence that CoStar is not in violation of any applicable federal, state, or local laws, including but not limited to E.O. 11246, Section 503, VEVRAA, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act.
14. This Agreement is limited to the facts of this case. 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, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
15. 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. CoStar agrees to review, during the five-year term of this Agreement, each of its current establishments listed in Attachment D for alleged violations similar to those identified in Part IV of this Agreement. If similar alleged violations are identified, CoStar agrees to implement corrective actions at the establishments where the alleged violations were found, consistent with Parts IV and V of this Agreement.
2. OFCCP will not schedule any CoStar establishments for a compliance evaluation for a five-year period from the effective date of this Early Resolution Compliance Agreement ("ERCA").
3. The five-year scheduling exemption is limited to regularly scheduled compliance evaluations and OFCCP retains the right to investigate complaints of discrimination at establishments covered by the ERCA under E.O. 11246, Section 503, and VEVRAA.
4. If CoStar violates the terms of the ERCA, OFCCP reserves the right to bring an enforcement action per the terms of 41 CFR § 60-1.34 and the five-year scheduling exemption will be void.

5. This Agreement will not relieve CoStar 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 AAP.

#### **PART IV. VIOLATIONS AND REMEDIES**

1. **VIOLATION**: OFCCP found statistically significant differences in the hiring rates of Black applicants when compared to similarly qualified Whites, resulting in a difference of 4.75 standard deviations and a shortfall of 15 Black hires; based upon this analysis, OFCCP alleges that CoStar discriminated against Black applicants for Research Associate positions in violation of 41 CFR § 60-1.4(a)(1). OFCCP specifically alleges that CoStar failed to apply its selection criteria uniformly for all applicants during the review period of January 1, 2015 through December 31, 2015, which resulted in a statistically significant difference in the rates at which Whites and Blacks were hired into the Research Associate position during the period.

**REMEDY**: CoStar agrees to take the following actions:

- A. **Notice**: Pursuant to the dates agreed upon in Attachment C (“Timeline”), CoStar must notify the Black applicants shown on Attachment A of the terms of this Agreement by mailing by certified mail, return receipt requested, to each individual in the affected class the Notice to Affected Applicants, Claim Form, Release of Claims Under Executive Order 11246, and a postage-paid return envelope. CoStar will notify OFCCP of all letters returned as undeliverable on a weekly basis.

Pursuant to the dates in the Timeline, CoStar will provide OFCCP with a list of the individuals in the affected class who have not yet responded to the Notice to Affected Applicants and/or have not returned a signed Claim Form. OFCCP will then attempt to obtain and provide updated addresses to CoStar. CoStar agrees to mail by certified mail, return receipt requested, a second Notice to Affected Applicants, Claim Form, Release of Claims Under Executive Order 11246, and a postage-paid return envelope to all individuals for whom updated addresses were obtained.

- B. **Eligibility**: All members of the affected class (listed on Attachment A) who complete, sign, and return the Claim Form and Release of Claims Under Executive Order 11246 within 45 days of the postmarked date on the envelope containing the first or second Notice to Affected Applicants and Claim Form (“Eligible Class Members will receive a share of the monetary settlement and, if indicating an interest in employment, will be eligible to be considered for a job pursuant to this Agreement. If an individual receives, but does not return the Claim Form to CoStar within 45 days of the postmarked date on the envelope containing the first or second Notice to Affected Applicants and Claim Form, s/he will no longer be entitled to a payment or consideration for a job under this Agreement.

By the date indicated in the Timeline, CoStar will provide OFCCP with a list of the Eligible Class Members (individuals who returned the Claim Form). After receiving the

list, OFCCP will approve the final list of Eligible Class Members or discuss with CoStar any issues necessary to finalize the list, such as inclusion or exclusion of certain individuals.

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

- C. Monetary Settlement: CoStar agrees to distribute \$249,000.00 (\$212,693.58 in back pay and \$36,306.42 in interest), less legal deductions required by law from back pay only (such as federal, state and/or local taxes and the Eligible Class Members' share of FICA taxes), in equal shares among all Eligible Class Members on the final approved list. CoStar will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail each Eligible Class Member an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. These IRS forms will be mailed at the end of the year. CoStar will disburse the monetary settlement by the date indicated in the Timeline after OFCCP approves the final list of Eligible Class Members.

By the date indicated in the Timeline, upon CoStar's receipt of a check to an Eligible Class Member returned as undeliverable, CoStar will notify OFCCP of this fact via email sent to Dianna Adams, Assistant District Director, at (b) (6), (b) (7)(C) @dol.gov. Pursuant to the date specified in the Timeline, OFCCP will attempt to locate the Eligible Class Member, and if OFCCP obtains an alternate address, CoStar will re-mail the check. Any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds, CoStar will make a second distribution to all Eligible Class Members who cashed their first check if the total amount of uncashed and undistributed funds would result in a payment of \$50.00 or more to each of the located Eligible Class Members by the date specified in the Timeline. If the total amount of uncashed or undistributed funds would result in a payment of less than \$50.00 to each located Eligible Class Member, CoStar will use those uncashed and undistributed funds to provide training in equal employment opportunity to its personnel.

- D. Employment: As Customer Service Representative I positions become available in the Reviewed Establishment, CoStar will consider qualified Eligible Class Members not currently employed by CoStar who express interest in employment with CoStar until 15 Eligible Class Members are hired as Customer Service Representative Is or the list of such Eligible Class Members expressing interest in employment is exhausted, whichever occurs first. Any employment offer made to an Eligible Class Member by CoStar will be sent by certified mail, return receipt requested.

Each Class Member who expressed interest in and is being considered for employment must meet the same applicable post-offer requirements that other new hires into the Customer Service Representative I role do, such as criminal background checks, drug testing, and a reference check. Eligible Class Members will be allowed at least two weeks to consider any such written job offer from CoStar and an additional two weeks after accepting a job offer to report for work. If the Eligible Class member does not

report for work within that time period, CoStar may withdraw the job offer and shall be under no obligation to hire the Eligible Class Member under this Agreement. The Eligible Class Members hired into Customer Service Representative I positions pursuant to this Agreement must be paid the current wage rate for the Customer Service Representative I position and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other Customer Service Representative I employees. In addition, all Eligible Class Members hired must have retroactive seniority using the original application as their hire date for all applicable purposes, including, for example, job retention, job bidding, and benefits.

E. Recordkeeping: Pursuant to 41 CFR § 60-1.12, CoStar will ensure its managers properly document the results of hiring 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, personnel records, and any other records or data used to generate the required reports.

2. **VIOLATION**: OFCCP finds that CoStar failed to develop and implement an internal auditing system that periodically measures the effectiveness of its total affirmative action program in violation of 41 CFR § 60-2.17(d)(1)-(4). Specifically, CoStar failed to monitor hiring at all levels of its organization to ensure that a nondiscriminatory hiring policy is carried out.

**REMEDY**: CoStar agrees to develop and implement an auditing system to measure the effectiveness of its total affirmative action program and take the following corrective actions for Violation 2:

- A. Monitor records of all personnel activity, including referrals, placements, transfers, promotions, terminations, and compensation, at all levels to ensure the nondiscriminatory policy is carried out;
- B. Require internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained;
- C. Review report results with all levels of management; and
- D. Advise top management of program effectiveness and submit recommendations to improve unsatisfactory performance.

3. **VIOLATION**: OFCCP finds that CoStar failed to conduct adverse impact analyses and evaluate the individual components of the selection process for adverse impact in violation of 41 CFR § 60-3.4 and 41 CFR § 60-3.15A.

**REMEDY**: CoStar will conduct adverse impact analyses on at least an annual basis for the purpose of determining whether adverse impact exists against applicants based on race, sex, or ethnic group in hiring, promotion, termination, and other personnel activities as required by 41 CFR § 60-3.4.

## **PART V. ENHANCED COMPLIANCE AGREEMENT**

1. The Agreement will be in effect for a five-year period beginning on the Effective Date of the Agreement.
2. To proactively facilitate compliance with Executive Order 11246, as amended, CoStar will take the steps described below to enhance its compliance with Executive Order 11246 in the hiring of the entry level positions listed on Attachment D (collectively the "Monitored Positions") for the designated facilities. During the five year period of this agreement, Costar will monitor hiring rates for the Monitored Positions, by race. The parties have agreed to these positions being included in the Monitored Positions in part because CoStar no longer has employees in the Research Associate position identified in Part IV at the Reviewed Establishment. To the extent CoStar opens any new establishment during the five-year term of this Agreement, CoStar will identify for that establishment a Monitored Position to which the requirements of this Agreement shall apply. In return, OFCCP's agreement to refrain from conducting a compliance evaluation of any CoStar establishment during the five-year term of this Agreement shall extend to any such newly-opened CoStar establishments.
3. CoStar will evaluate the policies and procedures it currently uses to hire into the Monitored Positions at the identified facilities. CoStar will conduct at least one on-site visit to each of the facilities in Attachment D during the term of this Agreement, in order to ensure a comprehensive and thorough evaluation of its hiring policies and procedures for the Monitored Positions, in an effort to ensure that CoStar's selection process is optimized to ensure that all applicants are considered without regard to their race.
4. CoStar will review its policies and procedures for hiring in the Monitored Positions, its interview process, and applicant tracking system in an effort to ensure that its selection process is optimized to remove any barriers to the hiring of Blacks in the Monitored Positions.
5. CoStar agrees to take the following actions within twelve (12) months after the effective date of this Agreement, unless a different time period is identified in this Paragraph and to monitor the implementation and effectiveness of the below actions:
  - A. Develop and maintain written internal procedures and policies related to the recruitment and selection decisions for Monitored Positions, including requirements for posting positions, selecting and dispositioning candidates, and standardized interview questions for each stage of the interview process. These procedures will be designed to ensure that candidates are screened, interviewed, selected, rejected, and/or hired into the Monitored Positions without regard to sex, sexual orientation, gender identity, race/ethnicity, color, national origin, or religion, in compliance with E.O. 11246.
  - B. Evaluate current recruitment sources and strategies and identify additional opportunities to recruit diverse candidates, including through adding recruiting sources to increase the diversity of the candidate pool for the Monitored Positions.

- C. Provide unconscious bias training to all CoStar employees, within one year after execution of this Agreement.
  - D. Develop procedures to ensure that persons expressing an interest in employment in the Monitored Positions are tracked and decisions are documented and retained for the required time periods at each step in the hiring process.
  - E. Train all recruiters and hiring managers on the hiring process and on CoStar's revised policies and practices related to its selection of candidates for the Monitored Positions, including ensuring that personnel records related to hiring decisions are maintained in accordance with 41 CFR § 60-1.12(a) and Part 60-3 and including unconscious bias training. Such training shall be provided to all newly-hired recruiters and hiring managers as part of the onboarding process and will be provided at least every 24 months to then-current recruiters and hiring managers. Such training must specifically cover procedures to limit subjectivity and implicit bias in the hiring process in the Monitored Positions, including the 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).
  - F. Conduct adverse impact analyses on at least a semi-annual basis as to selection of candidates for the Monitored Positions in accordance with 41 CFR Part 60-3, including evaluating the individual components and qualifications if statistical disparities exist.
  - G. Hire or engage one or more professionals to evaluate and manage CoStar's diversity and inclusion efforts and strategies, including its recruitment, retention, and promotion of diverse employees to ensure future compliance.
6. CoStar will monitor the implementation of and results achieved from the revised Monitored Positions hiring process set forth in this Part V, and will provide reports to OFCCP on at least an annual basis for the duration of this Agreement. The first report will cover the twelve-month period after the effective date and will be 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 has been fully implemented and whether the individuals involved in the revised hiring process 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, its implementation, or training, to ensure a nondiscriminatory hiring process.
  7. During the five-year period this Agreement is in effect, if CoStar's semi-annual adverse impact analyses reveal statistically significant disparities in hiring for the Monitored Positions, CoStar shall investigate the cause of the disparities and take appropriate action, such as providing refresher training or making additional changes to the hiring process. CoStar will report to OFCCP on actions taken.
  8. During the five-year-period this Agreement is in effect, CoStar and OFCCP will meet once a year to discuss CoStar'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 the maximum exchange of ideas. Should the parties deem a meeting unnecessary, it can be waived by mutual agreement. Moreover, in recognition of the time necessary to fully implement CoStar'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 conduct compliance evaluations of CoStar's facilities listed on Attachment D for the five-year period, other than to investigate complaints filed by applicants or employees under E.O. 11246, Section 503, and VEVRAA.

9. This Enhanced Compliance Agreement between CoStar and OFCCP does not provide CoStar with any grant of immunity or protection from its requirement to comply with Executive Order 11246.
10. This Enhanced Compliance Agreement between CoStar and OFCCP may be modified upon the written consent of the parties, and such consent will not be unreasonably withheld.
11. This Enhanced Compliance Agreement is between OFCCP and CoStar (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 CoStar or OFCCP. In case of a disagreement over the implementation of this Enhanced Compliance Agreement, the parties agree to negotiate in good faith prior to enforcement.

## **PART VI. REPORTS REQUIRED**

CoStar must submit the documents and reports described below to the Regional Director, Mid-Atlantic Region. CoStar deems any and all reports required by this Agreement private and confidential. OFCCP agrees that it will not release these confidential reports to the public.

CoStar must submit a progress report covering each twelve month period this Agreement is in effect. The first progress report will be due thirteen months after the Effective Date of this Agreement and must cover the twelve-month period beginning with the Effective Date. Each subsequent report must cover the successive twelve-month period, and must be submitted within 30 calendar days after the close of that twelve-month period. CoStar will submit all of the items outlined below in its first progress report; it will submit only items 4-5 in each of its final four progress reports:

1. Documentation of monetary payments to all Eligible Class Members as specified in section IV.1.C. 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. CoStar must provide OFCCP with copies of all canceled checks upon request;
2. Documentation of specific hiring activity for Eligible Class Members who were hired into Customer Service I positions in Washington, DC in accordance with this Agreement, including name, date of hire, job title hired into, rate of pay, and proof of retroactive seniority and benefits;

3. For Eligible Class Members who were considered for employment but were not hired, CoStar will provide the reason for non-placement along with all relevant documentation (e.g., documentation that the Eligible Class Member declined the offer);
4. Annual reports as required under Part V, Enhanced Compliance Agreement.
5. Evaluation of the policies and procedures it implements as to the Monitored Positions at the Facilities identified in Attachment D.
6. Report out for all training required by Part V of this Agreement.

TERMINATION DATE: This Agreement will terminate pursuant to the terms in Part II, Paragraph 10.

INTEGRATION CLAUSE: This Agreement represents the full Agreement between CoStar and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither CoStar nor OFCCP relies upon any promise, representation of fact or law, or other inducement that is not expressed in this Agreement. This Agreement may be modified only by written agreement of the Parties affected and may not be modified by any oral agreement.

**Attachments**

- A. List of Affected Applicants
- B. Notice Documents
  - B-1-Notice
  - B-2 Interest Form
  - B-3 Release Form
- C. Timeline
- D. List of Covered Establishments

**PART VII. SIGNATURES**

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

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

JON COLEMAN  
General Counsel  
CoStar

Date: 9/27/19

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

MICHELE HODGE  
Regional Director  
Mid-Atlantic Region

Date: 9/27/19

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

MICHAEL DESMARAIS  
Chief Human Resource Officer  
CoStar

Date: 9/27/19

Attachment A: List of Class Members

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## Attachment B-1 Notice

We are writing to provide information about a legal settlement between the U.S. Department of Labor and CoStar Realty Information, Inc. ("CoStar") 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 CoStar.

### **ARE YOU AFFECTED?**

Blacks who applied and were not hired for Research Associate positions at CoStar, 1331 L Street NW, Washington, DC 20005-4293 between January 1, 2015 and December 31, 2015, are covered by this settlement.

### **WHAT IS THIS SETTLEMENT ABOUT?**

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted a review of CoStar's hiring practices during January 1, 2015 and December 31, 2015. 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 CoStar discriminated against Black applicants in hiring for Research Associate positions. CoStar denies those claims. Ultimately, OFCCP and CoStar 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 CoStar 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 Research Associate position during the relevant time frame, and were not hired, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$**            (before adjustments for taxes and payroll contributions). This amount represents your share of back wages and other payments CoStar 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 for a Customer Service Representative I position.** CoStar 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 Customer Service Representative I job with CoStar, 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 CoStar.

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:

[Settlement Administrator]  
[Title]  
[Address]

**DEADLINE: The forms must be postmarked by [INSERT 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 contact Compliance Officer (b) (7)(C), (b) (7)(E) at (b) (7)(C), (b) (7)(E). You can also visit the U.S. Department of Labor Web site about this case at [www.dol.gov/ofccp/cml](http://www.dol.gov/ofccp/cml).

Attachment B-2 Interest Form

# Interest Form

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

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

**DEADLINE:** The forms must be postmarked by **[INSERT DATE]**.

You may be eligible for a money payment from the settlement and you can express interest in a Customer Service Representative I 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:

[Settlement Administrator]

[Title]

[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 process your payment (please PRINT legibly).**

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

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

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

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

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

- I confirm that the address on the cover letter is correct.
- The address on the cover letter is not correct. My correct address is:

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

\_\_\_\_\_  
\_\_\_\_\_

**Please provide your social security number \_\_\_\_\_**

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

**Notify us at the address below if your address changes, or contact us if you have any questions about this Interest form, the notice, or the settlement.**

[Settlement Administrator]  
[Title]  
[Address]

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

- Yes, I am still interested in a Customer Service Representative I position with CoStar at 1331 L. Street NW, Washington, DC 20005-4293.
- No, I am not currently interested in a Customer Service Representative I position with CoStar at 1331 L. Street NW, Washington, DC 20005-4293.

OR

- I am currently employed by CoStar.

**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 CoStar Realty Information, Inc. ("CoStar") paying you money, you agree that you will not file any lawsuit against CoStar for allegedly violating Executive Order 11246 in its hiring practices of Black victims in the Research Associate position. It also says that CoStar 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 \$ [REDACTED] (less adjustments required by law) and/or a potential job offer for a Customer Service Representative I position by CoStar to me, which I agree is acceptable, I (print name) \_\_\_\_\_ agree to the following:

I.

I hereby waive, release and forever discharge CoStar, 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, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my hiring as a Research Associate on the basis of my race at any time prior to the date of my signature on this Release.

II.

I understand that CoStar denies that it treated me unlawfully or unfairly in any way and that CoStar entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment and/or a potential job offer described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on May 6, 2016. I further agree that the payment of the aforesaid sum and/or a potential job offer by CoStar to me is not to be construed as an admission of any liability by CoStar.

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

IN WITNESS WHEREOF, I have signed this document on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature

**Attachment C- Timeline**

<b>ACTIVITY</b>	<b>DATE</b>
CoStar Mails Notice Documents (First Mailing)	11/15/2019
Postmark Deadline for Affected Applicants to Reply to Notice	1/10/2020
CoStar Notifies OFCCP of Undeliverable Mailings	1/16/2020
OFCCP Provides Updated Contact Information to CoStar	01/31/2020
CoStar Mails Notice Documents (Second Mailing)	02/21/2020
Postmark Deadline for Affected Applicants to Reply to Second Notice	04/06/2020
CoStar Provides List of its Determination of Eligible Applicants	04/28/2020
OFCCP Reviews and Approves Final List and Distribution Amounts	05/13/2020
CoStar Mails Back pay and Interest Checks	06/01/2020
CoStar Notifies OFCCP of Any Checks Returned as Undeliverable	06/22/2020
OFCCP Provides Updated Addresses	07/08/2020
CoStar Mails Back pay Checks and Interest to New Addresses	07/29/2020

<b>ACTIVITY</b>	<b>DATE</b>
Distribution of Remaining Funds, if any, to Eligible Applicants	08/19/2020

**Attachment C-  
Timeline (Continued)**

Enhanced Compliance Agreement Timeline

CoStar implements recommendations	10/31/2020
CoStar submits Annual ECA reports	11/15/2020 11/15/2021 11/15/2022 11/15/2023 11/15/2024

**Attachment D: List of Covered Establishments and Designated Positions**

1. Atlanta – Phipps

3438 Peachtree Road, NE  
Suite 1500  
Atlanta, GA 30326

Position: Customer Service Representative I

2. Atlanta – Terminus

3333 Piedmont Rd, NE  
Suite 200  
Atlanta, GA 30305

\*This office will be closed by December 31, 2019.

3. Austin

100 Congress Ave.  
Suite 1500  
Austin, TX 78701

Position: Customer Service Representative I

4. Boston

33 Arch Street  
Suite 3300  
Boston, MA 02110

Position: Editor I

5. Los Angeles

777 S Figueroa St  
50th Floor  
Los Angeles, CA 90017

Position: Sign Technician I

6. Norfolk

150 West Main Street  
Suite 1510  
Norfolk, VA 23510

Position: Customer Service Representative I

7. Ontario

901 Via Piemonte  
Suite 450  
Ontario, CA 91764

Position: Data Processing Specialist

8. Orange County

3161 Michelson Drive  
Suite 1675  
Irvine, CA 92612

Position: ADC Specialist I

9. Richmond

501 S 5th Street  
Richmond, VA 23219

Position: Marketing Research Advisor

10. San Diego

8910 University Center Lane  
Suite 300  
San Diego, CA 92122

Position: Marketing Research Advisor

11. San Francisco

101 California Street  
Suite 4300  
San Francisco, CA 94111

Position: Account Representative, Advertising Accounts

12. Washington, DC (HQ)  
1331 L. Street NW  
Washington, DC 20005-4293

Position: Customer Service Representative I

To the extent CoStar opens other new establishments during the term of this Agreement, CoStar will designate an entry-level position at that new establishment and that designated position will be subject to the requirements of this Agreement. OFCCP, in turn, agrees not to conduct a compliance evaluation at any such new establishment during the term of this Agreement.