

## CONCILIATION AGREEMENT

Between

THE U.S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

And

AECOM Management Services, Inc.  
(d/b/a) AECOM  
(f/k/a URS Federal Services, Inc.)  
Red River Army Depot  
Texarkana, Texas

### **Part I: PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated AECOM's facility located at the Red River Army Depot in Texarkana, Texas beginning on March 24, 2015. OFCCP found that AECOM failed to comply with Executive Order 11246 as amended ("E.O. 11246" or "the Executive Order") and its implementing regulations at 41 Code of Federal Regulations (CFR) Chapter 60.

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 AECOM ("the parties") enter into this conciliation agreement ("Conciliation Agreement" or "Agreement") and agree to all the terms herein. The attachments to this Agreement are incorporated herein.

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

1. In exchange for AECOM's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, based on the violations described in more detail in Part III. 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 AECOM violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. AECOM 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 AECOM's compliance. AECOM 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 AECOM 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), and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (VEVRAA), and their implementing regulations at 41 CFR Chapter 60, or other laws, nor has there been an adjudicated finding that AECOM violated any laws.
4. AECOM understands that nothing in this Agreement relieves AECOM 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. AECOM 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. 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 Southwest and Rocky Mountain Region (the "Effective Date").
10. This Agreement will expire sixty (60) days after AECOM submits the final report required in Part IV below, unless OFCCP notifies AECOM in writing prior to the expiration date that AECOM has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date OFCCP determines AECOM 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 AECOM violates the Conciliation Agreement,
  - A. The procedures set forth at 41 CFR § 60-1.34 will govern:

- 1) If OFCCP believes that AECOM violated any term of the Agreement while it was in effect, OFCCP will send AECOM a written notice stating the violations and summarizing any supporting evidence.
- 2) AECOM will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
- 3) If AECOM 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 requirements 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. AECOM 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 AECOM 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. VIOLATIONS AND REMEDIES:**

1. **VIOLATION:** OFCCP's statistical analyses indicate hiring disparities and that AECOM selected African-American and female applicants for the Motor Equipment Metal Mechanic position at disproportionate rates during the period of March 23, 2013 through

March 24, 2014, thereby failing to afford them equal employment opportunities in accordance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 CFR § 60-1.4(a)(1). OFCCP's analysis of the applicant and hire data showed when compared to white applicants, there was a statistically significant disparity that negatively impacted African-American applicants resulting in a shortfall of 25, while OFCCP's gender analyses yielded statistically significant results against female applicants and shortfall of 8. Specifically, white applicants were approximately four times more likely to be interviewed, and three times more likely to be hired and or rehired when compared to African-American applicants. Male applicants were approximately six times more likely to be interviewed, seven times more likely to be hired, and six times more likely to be rehired when compared to female applicants.

2. VIOLATION: OFCCP's statistical analyses also indicate hiring disparities and that AECOM selected African-American and female applicants for the Motor Vehicle Mechanic position at disproportionate rates during the period of April 1, 2014 through March 24, 2015, thereby failing to afford them equal employment opportunities in accordance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 CFR § 60-1.4(a)(1). OFCCP's analysis of the applicant and hire data showed when compared to Hispanic applicants, there was a statistically significant disparity that negatively impacted African-American applicants resulting in a shortfall of 19, while OFCCP'S gender analyses also resulted in a statistically significant disparity against female applicants and shortfall of 18. Specifically, Hispanics applicants were approximately twice as likely to be interviewed, three times as likely to be hired, and twice as likely to be rehired when compared to African-American applicants in this job. Male applicants were approximately three times more likely to be interviewed, twice as likely to be hired, and six times more likely to be rehired when compared to female applicants.

#### FINANCIAL REMEDIES FOR HIRING:

As applicable to the above, AECOM agrees to take the following corrective actions in accordance with the deadlines set forth in the Timeline (Attachment 5):

- a) Notification: In accordance with the Timeline, AECOM must notify the Class Members of the terms of this Agreement by mailing by first class mail, to each Class Member the Notice to Affected Class (Attachment 2, "Notice"), Information Verification & Employment Interest Form (Attachment 3, "Interest Form"), the Release of Claims Under Executive Order 11246 (Attachment 4, "Release"), and a postage paid return envelope. AECOM will notify OFCCP of all letters returned as undeliverable on a weekly basis. In addition, AECOM will provide OFCCP with a list of the individuals in the affected class who have not yet responded to the Notice and/or have not returned a fully executed Interest Form and Release in accordance with the Timeline (including, for example, any Class Members who have returned only one of the two required forms or who failed to sign a form as required). OFCCP will then

attempt to obtain and provide updated addresses to AECOM. OFCCP may also attempt to locate the Class Members who have not responded, and any Class Members who submitted incomplete forms during this same period. For all such Class Members where OFCCP obtains updated contact information, OFCCP will provide relevant details, in writing, to AECOM. AECOM agrees to mail by first class mail a second Notice, Interest Form, Release, and postage paid return envelope to all Class Members for whom updated addresses were obtained.

- b) Eligibility: All Class Members listed on Attachment 1 who fully execute the Interest, and Release forms to AECOM by the deadline set forth in the first notice documents ("Eligible Class Members") and meet the race and/or gender requirements, will share equally in the payment. If a Class Member receives but does not return the fully executed Release and Interest Forms to AECOM by the prescribed deadline, the Class Member will no longer be entitled to any relief pursuant to this Agreement.

By the date indicated in the Timeline, AECOM will provide OFCCP with a list of Eligible Class Members who returned the Claim Form and Release by the due date, along with a copy of each executed Claim Form and Release it received. OFCCP will approve the final list of Eligible Class Members or discuss with AECOM any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals. The approved list of Eligible Class Members shall constitute the "Final Class Member List." The monetary payment discussed in paragraph (c) below will be divided equally among all Eligible Class Members on the final approved list.

- c) Monetary Settlement: AECOM shall deposit \$350,000 (back pay of \$315,000 and interest of \$35,000) into an interest-bearing account with a reasonable interest rate. By the date set forth in the Timeline, AECOM will notify OFCCP that this action has been taken and will identify to OFCCP a person who can be contacted and able to provide the current balance of the account and the amount of accrued interest. The back pay and interest amount (plus a pro-rata share of additional interest that accrues on the interest-bearing account) less legal deductions required by law on the portion representing back pay only (such as federal, state and/or local taxes and the Eligible Class Members' share of FICA taxes), will be distributed in equal shares among all Eligible Class Members on the Final Class Member List. AECOM will pay the Internal Revenue Service (IRS) the employer's share of social security withholdings and will mail each Eligible Class Member on the Final Class Member List an IRS W-2 Form reporting the 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 mailed at the end of the year. AECOM will disburse the monetary settlement in accordance with the Timeline after OFCCP approves the Final Class Member List.

By the date indicated in the Timeline, AECOM will provide OFCCP with a list of Eligible Class Members via e-mail sent to District Director LaQuandra Adebajo at (b) (6), (b) (7)(C)@dol.gov whose check was returned as undeliverable. OFCCP will attempt to locate the Eligible Class Members and if OFCCP obtains an alternate

address, AECOM will re-mail checks by the date indicated in the Timeline. Any check that remains uncashed as of the deadline set forth in the Timeline will be void. With respect to any uncashed funds, AECOM will make a second distribution to all Eligible Class Members who cashed their first check within the required period if the remaining uncashed amount will result in a second payment of \$30.00 or more to each Eligible Class Member. AECOM will mail the second distribution to such Eligible Class Member by the date specified in the Timeline. If the total amount of the uncashed funds would result in a payment of less than \$30.00 to each Eligible Class Member, AECOM will use those uncashed funds to provide training in equal employment opportunity.

RECORDKEEPING FINDINGS AND REMEDIES:

3. VIOLATION: AECOM failed to collect and maintain personnel and employment records in accordance with the requirements of 41 CFR §§ 60-1.12(a) and 41 CFR 60-3. Specifically it did not maintain interview notes or job fair registration forms during the period of March 23, 2013 through March 24, 2015.

REMEDY: AECOM agrees to comply with requirements of 41 CFR §§ 60-1.12(a) and 41 CFR 60-3.

4. VIOLATION: AECOM's Affirmative Action Program identified a problem area regarding female representation in the Technician Job Group, as well as an under-representation of minorities in both Craft 4 Job Group and Operative 4 Job Group. However it failed to develop and execute action oriented programs designed to correct this problem in accordance with 41 CFR § 60-2.17(c).

REMEDY: AECOM agrees to comply with requirements of 41 CFR § 60-2.17(c).

5. VIOLATION: AECOM failed to conduct a satisfactory adverse impact analysis for each group constituting more than 2% of the labor force or 2% of the applicable workforce; and failed to submit an evaluation of the individual components of the selection process for adverse impact in accordance with the requirements of 41 CFR § 60-3.4 and 41 CFR § 60-3.15A. Additionally, OFCCP found that AECOM did not perform satisfactory in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist in accordance with 41 CFR § 60-2.17(b) to determine where impediments exist in its employment process.

REMEDY: AECOM agrees to comply with requirements of 41 CFR §§60-3.4; 60-3.15A and 60-2.17(b).

**PART IV: REPORTS REQUIRED**

AECOM must submit the documents and reports described below to:

LaQuandra Adebajo, District Director  
OFCCP-Dallas District Office  
525 S. Griffin Street, Suite 512  
Dallas, TX 75202

OFCCP and AECOM agree that there are no reporting requirements other than the notifications to OFCCP required pursuant to the monitoring of monetary payments to Eligible Class Members. Specifically, pursuant to Violations 1 and 2, AECOM will submit the following:

- Documentation of monetary payments to all Eligible Class Members as specified in paragraph (c) of Remedies for Violations 1 and 2. The documentation must include the names of Eligible Class Members who were paid, and for each Eligible Class Member, the check number and the amount of the check. AECOM will provide OFCCP with verification of all payments upon request.

AECOM will retain all records and data pertinent to the violations resolved by this Agreement and to the reports submitted under it, including the underlying information on which the reports are based, until the expiration date of this Agreement or consistent with regulatory requirements, whichever is later.

**PART V: SIGNATURES**

This Conciliation Agreement is hereby executed by and between OFCCP and AECOM

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

Robert Rudisin  
Senior VP, Human Resources  
AECOM Management Services

DATE: August 7, 2020

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

Melissa L. Speer  
Regional Director  
Southwest and Rocky Mountain Region  
OFCCP

DATE: 8-10-2020

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

LaQuandra S. Adebajo  
District Director  
Dallas District Office  
OFCCP

DATE: August 10, 2020

Attachments:

- |              |   |
|--------------|---|
| Attachment 1 | List of Class Members                         |
| Attachment 2 | Notice to Affected Class                      |
| Attachment 3 | Interest Form                                 |
| Attachment 4 | Release of Claims under Executive Order 11246 |
| Attachment 5 | Timeline                                      |

Attachment 1: Class List

Class Count	Last Name	First Name	Gender	Race	Date of Application
1	<b>(b) (6), (b) (7)(C)</b>				
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					

Class Count	Last Name	First Name	Gender	Race	Date of Application
38	<b>(b) (6), (b) (7)(C)</b>				
39					
40					
41					
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58					
59					
60					
61					
62					
63					
64					
65					
66					
67					
68					
69					
70					
71					
72					
73					
74					
75					
76					

Class Count	Last Name	First Name	Gender	Race	Date of Application
77	<b>(b) (6), (b) (7)(C)</b>				
78					
79					
80					
81					
82					
83					
84					
85					
86					
87					
88					
89					
90					
91					
92					
93					
94					
95					
96					
97					
98					
99					
100					
101					
102					
103					
104					
105					
106					
107					
108					
109					
110					
111					
112					
113					
114					
115					

Class Count	Last Name	First Name	Gender	Race	Date of Application
116	<b>(b) (6), (b) (7)(C)</b>				
117					
118					
119					
120					
121					
122					
123					
124					
125					
126					
127					
128					
129					
130					
131					
132					
133					
134					
135					
136					
137					
138					
139					
140					
141					
142					
143					
144					
145					
146					
147					
148					
149					
150					
151					
152					
153					
154					

Class Count	Last Name	First Name	Gender	Race	Date of Application
155	<b>(b) (6), (b) (7)(C)</b>				
156					
157					
158					
159					
160					
161					
162					
163					
164					
165					
166					
167					
168					
169					
170					
171					
172					
173					
174					
175					
176					
177					
178					
179					
180					
181					
182					
183					
184					
185					
186					
187					
188					
189					
190					
191					
192					
193					

Class Count	Last Name	First Name	Gender	Race	Date of Application
194	<b>(b) (6), (b) (7)(C)</b>				
195					
196					
197					
198					
199					
200					
201					
202					
203					
204					
205					
206					
207					
208					
209					
210					
211					
212					
213					
214					
215					
216					
217					
218					
219					
220					
221					
222					
223					
224					
225					
226					
227					
228					
229					
230					
231					
232					

Class Count	Last Name	First Name	Gender	Race	Date of Application
233	<b>(b) (6), (b) (7)(C)</b>				
234					
235					
236					
237					
238					
239					
240					
241					
242					
243					
244					
245					
246					
247					
248					
249					
250					
251					
252					
253					
254					
255					
256					
257					
258					
259					
260					
261					
262					
263					
264					
265					
266					
267					
268					
269					
270					
271					

Class Count	Last Name	First Name	Gender	Race	Date of Application
272	(b) (6), (b) (7)(C)				
273					
274					
275					
276					
277					
278					
279					
280					
281					
282					
283					
284					
285					
286					
287					
288					
289					
290					
291					
292					
293					
294					
295					
296					
297					
298					
299					
300					
301					
302					
303					
304					
305					
306					
307					
308					
309					
310					

Class Count	Last Name	First Name	Gender	Race	Date of Application
311	(b) (6), (b) (7)(C)				
312					
313					
314					
315					
316					
317					
318					
319					
320					
321					
322					
323					
324					
325					
326					
327					
328					
329					
330					
331					
332					
333					
334					
335					
336					
337					
338					
339					
340					
341					
342					
343					
344					
345					
346					
347					
348					
349					

Class Count	Last Name	First Name	Gender	Race	Date of Application
350	(b) (6), (b) (7)(C)				
351					
352					
353					
354					
355					
356					
357					
358					
359					
360					
361					
362					
363					
364					
365					
366					
367					
368					
369					
370					
371					
372					
373					
374					
375					
376					
377					
378					
379					
380					
381					
382					
383					
384					
385					
386					
387					
388					

Class Count	Last Name	First Name	Gender	Race	Date of Application
389	<b>(b) (6), (b) (7)(C)</b>				
390					
391					
392					
393					
394					
395					
396					
397					
398					
399					
400					
401					
402					
403					
404					
405					
406					
407					
408					
409					
410					
411					
412					
413					
414					
415					
416					
417					
418					
419					
420					
421					
422					
423					
424					
425					
426					
427					

Class Count	Last Name	First Name	Gender	Race	Date of Application
428	(b) (6), (b) (7)(C)				
429					
430					
431					
432					
433					
434					
435					
436					
437					
438					
439					
440					
441					
442					
443					
444					
445					
446					
447					
448					
449					
450					
451					
452					
453					
454					
455					
456					
457					
458					
459					
460					
461					
462					
463					
464					
465					
466					

Class Count	Last Name	First Name	Gender	Race	Date of Application
467	<b>(b) (6), (b) (7)(C)</b>				
468					
469					
470					
471					
472					
473					
474					
475					
476					
477					
478					
479					
480					
481					
482					
483					
484					
485					
486					
487					
488					
489					
490					
491					
492					
493					
494					
495					
496					
497					
498					
499					
500					
501					
502					
503					
504					
505					

Class Count	Last Name	First Name	Gender	Race	Date of Application
506	(b) (6), (b) (7)(C)				
507					
508					
509					
510					
511					
512					
513					
514					
515					
516					
517					
518					
519					
520					
521					
522					
523					
524					
525					
526					
527					
528					
529					
530					
531					
532					
533					
534					
535					
536					
537					
538					
539					
540					
541					
542					
543					
544					

Class Count	Last Name	First Name	Gender	Race	Date of Application
545	<b>(b) (6), (b) (7)(C)</b>				
546					
547					
548					
549					
550					
551					
552					
553					
554					
555					
556					
557					
558					
559					
560					
561					
562					
563					
564					
565					
566					
567					
568					
569					
570					
571					
572					
573					
574					
575					
576					
577					
578					
579					
580					
581					
582					

## ATTACHMENT 2

### NOTICE TO AFFECTED CLASS MEMBERS

Dear [NAME]:

We are writing to provide information about a legal settlement between the U.S. Department of Labor and AECOM Management Services, Inc. ("AECOM") that *may* benefit you. This settlement involves claims of alleged discrimination in hiring. . 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.

#### ARE YOU AFFECTED?

Female and African-American job seekers who applied, but not hired, for the Motor Equipment Metal Mechanic ("MEMM") position during the period of March 23, 2013 through March 31, 2014, as well as female and African-American applicants for the Motor Vehicle Mechanic ("MVM") position during the period April 1, 2014 through March 24, 2015, at the AECOM facility formerly located at the Red River Army Depot in Texarkana, Texas 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 AECOM's hiring practices. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. Based on statistical analysis of applicant and hiring data over an extended period, OFCCP claims that AECOM rejected female and African-American applicants for MEMM and MVM positions at disproportionate rates during the timeframe described above. AECOM denies those claims. Ultimately, OFCCP and AECOM have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle allegations raised by OFCCP. As a result, AECOM has agreed to pay money to female and African-American job seekers who applied for MEMM and MVM positions at the AECOM facility formerly located at the Red River Army Depot in Texarkana, Texas during the timeframe described above. By entering into this Conciliation Agreement, AECOM has not admitted, nor has there been any adjudicated finding, that AECOM violated any laws when you were not hired for the position for which you applied. Rather, AECOM voluntarily agreed to the payments to resolve these issues.

#### WHAT DOES THIS MEAN FOR YOU?

Because you applied for a MEMM and/or MVM position during the relevant timeframe, this settlement *may* provide you with a payment of at least \$\_\_\_\_\_ (before taxes). This payment represents your share of back wages and other payments AECOM is making to resolve the issues. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.

To receive these benefits, you will need to release (agree to give up) certain legal claims, and sign the enclosed Claim and Release forms.

WHAT IS YOUR NEXT STEP?

You should read this Notice, the Claim and Release forms, and any other information you received from the U.S. Department of Labor and/or the Settlement Administrator.

Please do not ignore these forms or throw them away. Otherwise, you could miss an opportunity to participate in this settlement.

To be eligible for a payment, you must complete, sign, and return both of the following enclosed forms: (1) the Information Verification/Claim Form and (2) the Release of Claims. You should complete and mail back these forms as soon as possible using the enclosed postage-paid envelope. They *must* be received at the address below no later than [DATE 120 days from the effective date] for you to be entitled to participate in this settlement:

SETTLEMENT ADMINISTRATOR  
Attention: NAME  
POSITION  
ADDRESS

If you fail to return both of the required forms by the deadline above, or if your documents do not verify your eligibility, you will not be eligible to receive any money under the settlement.

Sincerely,  
(NAME)

Enclosures

Information Verification/Claim Form  
Release of Claims Actionable under Executive Order 11246

ATTACHMENT 3

INFORMATION VERIFICATION FORM

You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement ("Agreement") between AECOM Management Services, Inc. hereinafter ("AECOM") and the Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

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

Address (City, State, Zip Code): \_\_\_\_\_

Telephone: Home: \_\_\_\_\_ Cell: \_\_\_\_\_ Work: \_\_\_\_\_

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

Notify AECOM at the address below if your address or phone number changes.

(NAME)  
(POSITION)  
(CONTRACTOR)  
(ADDRESS)

Your entire Social Security Number (to be used for tax purposes only): \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

For purposes of this settlement, it is necessary to verify your [GENDER and/or RACE]:

White [ ] African-American [ ] Hispanic [ ] Asian [ ] Native American [ ]

Male [ ] Female [ ]

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW NO LATER THAN [DATE 120 days from the effective date] YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.**

I certify the above is true and correct.

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

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

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

ATTACHMENT 4

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for AECOM Management Services, Inc. hereinafter ("AECOM") paying you money, you agree that you will not file any lawsuit against AECOM for allegedly violating Executive Order 11246, as amended, in connection with its selection procedures for applicants for Mechanic positions. It also says that AECOM does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of the payment of at least \$ \_\_\_\_\_ (less deductions required by law) by AECOM to me, which I agree is acceptable, I \_\_\_\_\_ agree to the following:

I.

I hereby waive, release and forever discharge AECOM, 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 non-selection for employment as a Mechanic on the basis of my race and/or gender at any time through the effective date of this Release.

II.

I understand that AECOM denies that it treated me unlawfully or unfairly in any way and that AECOM 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 in the compliance review initiated by OFCCP on March 24, 2015. I further agree that the payment of the aforesaid sum by AECOM to me is not to be construed as an admission of any liability by AECOM.

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 AECOM **NO LATER THAN [INSERT DATE 120 days from the effective date]**, I will not be entitled to receive any payment (less deductions required by law) from AECOM.

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

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

<b>Company Name: AECOM</b>		
<b>Effective Date of Conciliation Agreement:</b>		<b>8/10/2020</b>
<b>Action Required</b>	<b>Number of Days</b>	<b>Due Date</b>
Within 10 calendar days of the Effective Date of this Agreement, AECOM will deposit \$350,000 into an interest-bearing escrow account for distribution to the Eligible Class Members (ECMs).	10	8/20/2020
AECOM will notify OFCCP within 15 calendar days of the Effective Date of this Agreement that the account has been established and will provide a point of contact (POC).	15	8/25/2020
Within thirty (30) calendar days of the Effective Date of this Agreement, AECOM will notify the class members listed in Attachment 1 of the terms of this Agreement by first class mail and provide each individual in the affected classes the following documents: Notice to Class Members (Attachment 2, "Notice"); Information Verification/Claim Form (Attachment 3, "Interest Form"); Release of Claims under Executive Order 11246 (Attachment 4, "Release"); and a postage paid return envelope.	30	9/9/2020
AECOM will notify OFCCP of all class member letters returned as undeliverable on a weekly basis after the first mail out. In addition, AECOM will provide OFCCP with a list of the individuals in the affected class who have not yet responded to the Notice and/or have not returned a fully executed Interest Form and Release within 60 days of the effective date of the agreement (including, for example, any Class Members who have returned only one of the two required forms or who failed to sign a form as required).	60	10/9/2020
OFCCP will then attempt to obtain and provide updated addresses to AECOM within 75 days of the effective date of the agreement. OFCCP may also attempt to locate the Class Members who have not responded, and any Class Members who submitted incomplete forms during this same period. For all such Class Members where OFCCP obtains updated contact information, OFCCP will provide relevant details, in writing, to AECOM.	75	10/24/2020
AECOM agrees to send by first class mail, a second Notice, Claim Form, Release, and postage paid return envelope to those Class Members OFCCP locates within 90 days of the effective date of the agreement.	90	11/8/2020
Within one hundred twenty (120) calendar days of the Effective Date of the Agreement, Eligible Class Members will equally share the monetary settlement. If a Class Member does not return a fully executed Claim Form and Release to AECOM within 120 calendar days of the Effective Date of the Agreement, the Class Member will not be entitled to any monetary settlement pursuant to this Agreement.	120	12/8/2020

<p>Within 135 calendar days of the Effective Date of the Agreement, AECOM will provide OFCCP with the lists of all Eligible Class Members who returned a fully executed Claim Form and Release within 135 calendar days of the Effective Date of the Agreement, along with a copy of each executed Claim Form and Release it received. OFCCP will provide AECOM with all original executed Claim Forms and Releases it received.</p>	<p>135</p>	<p>12/23/2020</p>
<p>Within one hundred fifty (150) calendar days from the Effective Date of the Agreement, OFCCP will review and approve the final lists of Eligible Class Members or discuss with AECOM any issues necessary to finalize the lists, such as the inclusion or exclusion of certain Class Members. The monetary payment discussed in paragraph (c): Monetary Settlement will be divided equally among all Eligible Class Members on the final approved lists. All Eligible Class Members will be entitled to an equal share of the monetary settlement.</p>	<p>150</p>	<p>1/7/2021</p>
<p>AECOM will disburse the monetary settlement within one hundred eighty (180) calendar days of the Effective Date of this Agreement. Within ten (10) calendar days of AECOM's receipt of a check to an Eligible Class Member returned as undeliverable, AECOM will notify OFCCP of this fact via email sent to District Director LaQuandra Adebajo at (b) (6), (b) (7)(C) @dol.gov. OFCCP will attempt to locate the Eligible Class Member. If OFCCP obtains an alternate address or makes contact with the Eligible Class Member, AECOM will re-mail the check within fifteen (15) calendar days of receiving from OFCCP an alternate or corrected address for an Eligible Class Member.</p>	<p>180</p>	<p>2/6/2021</p>
<p>AECOM shall void any class member check that has not been cashed within two hundred forty (270) days of the Effective Date of this Agreement</p>	<p>270</p>	
<p>With respect to uncashed funds, to the extent a second distribution is required under the Conciliation Agreement, AECOM will make the second distribution within three hundred (300) calendar days of the Effective Date of this Agreement.</p>	<p>300</p>	
<p>AECOM shall void any check from the second distribution that has not been cashed within three hundred thirty (390) calendar days of the Effective Date of this Agreement.</p>	<p>390</p>	
<p>This Agreement will expire sixty (60) days after AECOM submits documentation of monetary payments to all Eligible Class Members as required in Part IV of the Agreement, unless OFCCP notifies AECOM in writing prior to the expiration date that AECOM has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines AECOM has met all of its obligations under the Agreement.</p>	<p>TBD</p>	<p>TBD</p>