

# CONCILIATION AGREEMENT

Between

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

CW Resources, Inc.  
200 Myrtle Street  
New Britain, Connecticut 06053

## I. Preliminary Statement

The Office of Federal Contract Compliance Programs (“OFCCP”) initiated a complaint investigation of CW Resources, Inc.’s (“CW Resources” or “Contractor”) establishment located at 4800 Mark Center Drive, Alexandria, Virginia (the “Mark Center”) and found that CW Resources failed to comply with Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (“Section 503”), and its implementing regulations at 41 C.F.R. Part 60-741.

OFCCP notified CW Resources of the specific violations and the corrective actions required in a Notification of Results of Investigation (NORI) issued on February 7, 2020.

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 CW Resources enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms stated therein.

The attachments to this Agreement are deemed incorporated into this Agreement.

## II. General Terms and Conditions

1. In exchange for Contractor’s fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under Executive Order 11246, as amended (E.O. 11246), Section 503, or the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended 38 U.S.C. § 4212 (VEVRAA) based on the violations alleged in the NORI. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Contractor violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Contractor’s compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Contractor will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents it requests, including those specified in this Agreement.

3. Nothing in this Agreement relieves Contractor of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. Contractor and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, and/or VEVRAA.
5. Contractor agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
8. This Agreement becomes effective on the day it is signed by the Regional Director (Effective Date).
9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) days after Contractor submits its final progress report required in Section VII, below, unless OFCCP notifies Contractor in writing before the expiration date that Contractor has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that Contractor has met all of its obligations under the Agreement.
11. If Contractor violates this Agreement:
  - a. The procedures at 41 C.F.R. 60-741.63 (2014) will govern:
    - i. OFCCP will send Contractor a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. The Contractor shall have fifteen (15) days from receipt of the notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
    - iii. If Contractor is unable to demonstrate that it has not violated the Agreement, or if OFCCP's alleges irreparable injury, enforcement proceedings may be initiated

immediately without issuing a show cause notice or proceeding through any other requirement.

- iv. In the event of a breach of this Agreement by the contractor, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms agreed to in the Agreement.
  - b. Contractor may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, 41 C.F.R. 60-741.66 (2014), or 41 C.F.R. 60-300.66 (2014), and/or other appropriate relief for violating this Agreement.
12. Contractor neither admits nor denies any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
  13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
  14. 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.
  15. Each party shall bear its own fees and expenses with respect to this matter.
  16. 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.
  17. All references to "days" in this Agreement, and in the Timeline included as Attachment B, 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.

### **III. Discrimination Violations**

1. **VIOLATION:** CW Resources allegedly discriminated against disabled employees by subjecting them to a hostile work environment. Specifically, OFCCP alleges CW Resources did not exercise reasonable care to prevent and correct any harassing or offensive behavior and failed to take action to promptly correct or prevent the unlawful behavior. Some employees found the work environment to be so hostile, they felt they had no choice but to resign from employment. This is in violation of 41 C.F.R § 60-741.21(a).
2. **VIOLATION:** CW Resources allegedly discriminated against (b) (6), (b) (7)(C) by failing to accommodate his disability, and failed to engage in the interactive process to determine how best to accommodate his disability. Specifically, OFCCP alleges CW Resources only accommodated the disability of an employee which allowed them to

obtain employment through the AbilityOne program. Accommodations for other disabilities were not entertained. This is in violation of 41 C.F.R. § 60-741.21(a)(6).

#### **IV. Remedy**

##### **1. Notice Process**

- a. **OFCCP and Contractor Obligations under the Notice Process.** The Notice Process set forth in this agreement is intended to provide Affected Former Employees a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. This includes providing notice in multiple relevant languages to the affected workers and through multiple channels if appropriate and providing technical assistance to Affected Former Employees seeking information about their rights and obligations under this Agreement. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, Contractor and OFCCP will regularly meet and confer in person, by phone and/or by email on the notice process to determine how best to carry out the Notice provisions of this Agreement, and to decide whether any activity, deadline or document should be modified. OFCCP and Contractor agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
- b. **Notice Documents.** Contractor will distribute Notice Documents to Affected Former Employees identified in Attachment A consistent with the sample Notice Documents contained in Attachment C. The Notice Documents may include a Notice, Release of Claims and Income Verification Forms. The Notice Documents may also include other materials such as standard OFCCP or U.S. Department of Labor materials, instructions or a cover sheet, job applications, or other information that better enables Affected Former Employees to understand their rights and obligations and act on them in a timely manner. The Notice Documents will make clear the information about the settlement is being provided by or on behalf of the U.S. Department of Labor. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, the parties will meet and confer on any reasonable modifications of the sample Notice Documents or additions to the materials distributed by Contractor, if proposed by either party.
- c. **Timeline.** Attachment B sets forth the agreed Timeline for Notice and for the parties' other obligations under this Agreement. The parties will meet and confer on any reasonable modifications to the Timeline proposed by either party.
- d. **Search for Affected Former Employees.** OFCCP shall provide Contractor with complete contact information in its possession or its authority to obtain on the Affected Former Employees by the date set forth in the Timeline.
- e. **Distribution of Mail Notice to Complainants and Affected Former Employees.** Contractor will provide initial notice by regular first-class mail. Contractor will send copies of all of the Notice Documents as defined above, including a postage-paid return envelope, by first class mail to the best available mailing address for each

Affected Former Employee, by the date set forth in the Timeline. If envelopes from the initial mail notice are returned with forwarding addresses, Contractor will re-mail the Notice Documents within five (5) days of receipt of the forwarding address.

Based on the response to the initial mail notice, the parties will meet and confer by the date set forth in the Timeline to assess the results of the initial mail notice and to ensure that the second round of mail notice maximizes the potential response rate. A second mail notice will be sent to Affected Former Employees with valid addresses who fail to respond to the first mail notice unless the parties agree otherwise.

- f. **Distribution of Notice by Other Means.** Contractor shall work with the OFCCP to develop a recommended plan for Notice by other means in addition to first class mail, including, as appropriate, use of email and telephone contact, distribution of information on websites, paid newspaper, web, radio or other advertisement, social media, or in-person community meetings. These other means will be designed to maximize the ability of Affected Former Employees to understand their rights and obligations under this Agreement and act upon them. OFCCP will also conduct independent efforts to communicate with Affected Former Employees about this Agreement through official U.S. Department of Labor channels and in partnership with community-based organizations.
- g. **Notice Deadline.** The final deadline for any Affected Former Employee to respond to the notice is set forth in the Timeline. The parties will prominently display this deadline on all materials they distribute in paper or online form regarding this Agreement, and explain that failure to respond by this deadline will result in a forfeiture of any relief provided by this Agreement.
- h. **Technical Assistance.** The parties will timely respond to any inquiries from Affected Former Employees using information consistent with this Agreement and the Notice Documents and will document all inquiries and the result. OFCCP will provide contact information for individuals to contact OFCCP regarding this Agreement. The parties will prominently display this contact information on all materials they distribute in paper or online form regarding this Agreement. The Contractor will provide OFCCP contact information to any Affected Employee with questions or concerns.
- i. **Exchange of Information Regarding Complainants and Affected former Employee.** The Contractor and OFCCP will timely exchange information regarding Affected Former Employees including updated contact information and the results of any technical assistance provided.
- j. **Final List of Complainants.** The Final List will include Affected Former Employees who timely respond to the Notice by the deadline set forth in the Timeline and whose eligibility is verified by OFCCP. The parties will establish the Final List by the date set forth in the Timeline. The parties will meet and confer on any outstanding issues or questions regarding the Final List. Either party may identify potentially eligible employees who may have been erroneously excluded from the

original or any subsequent list. OFCCP shall make the final determinations of eligibility but will make every effort to negotiate in good faith to resolve any dispute about the Final List. The Contractor will provide to OFCCP any information necessary to determine the Final List.

- k. **Contractor's Expenses.** Contractor will pay all expenses associated with carrying out its duties pursuant to this Section.

## **V. Additional Individual Relief**

### **1. Job Opportunities**

- a. **Description of Job Opportunities.** As vacancies occur in the janitor position, Contractor shall make bona fide job offers, with retroactive seniority, to Affected Former Employees (listed in Attachment A) who have expressed interest in employment and are not currently employed in the job at issue by Contractor, until the list of Affected Former Employees is exhausted. Until that time, these Affected Former Employees will have priority over all other candidates for hire into the janitor position. As vacancies occur in the janitor position, Contractor shall contact the Affected Former Employees with a written job offer in the order in which they submitted their Income Verification Form and Release of Claims Form or, if the forms were received on the same day, in the order of their termination date.

The report-to-work date for Affected Former Employees hired pursuant to this Agreement shall be no later than fourteen (14) days after the date the written job offer is accepted. The Affected Former Employees must report to work on the day designated or provide Contractor notice of good cause for their absence on or before that date. If good cause is provided, the Affected Former Employees must report to work within five (5) days of the original designated start date. Otherwise, Contractor may withdraw the job offer and shall be under no obligation to hire the Affected Former Employees under this Agreement, but remains obligated to hire until the list of Eligible Applicants is exhausted.

Contractor agrees to pay Affected Former Employees hired under this provision at least the wage rate they were making at the time of their separation and provide all regular and on-the-job training currently provided to employees in that position.

- b. **Reporting.** Contractor will document the job offers and hires, including job offers made, reasons for rejection, and Affected Former Employees hired and terminated during the monitoring period as set forth in Section VII, OFCCP Monitoring Period, below.

## **VI. Modifications to Employment Practices and Other Non-Monetary Relief**

### **1. Workplace Environment**

CW Resources will:

- A. Maintain a working environment free from harassment, intimidation, and coercion at all sites and facilities at which CW Resources' employees are assigned to work.
- B. Prominently display in its facilities the name, telephone number, and email address of the official to contact to report and/or secure relief from such harassment.
- C. Notify all employees of CW Resources' non-tolerance of harassment, intimidation, coercion, retaliation, and discrimination in any form based on race, color, religion, sex, sexual orientation, gender identity, national origin, disability, veteran status, or engagement in any of the activities described in 41 C.F.R. § 60-1.32, and provide assurances that CW Resources will not retaliate against any employee for making a harassment claim;
- D. Distribute to all employees a written notice summarizing CW Resources' commitment to equal employment opportunity and affirmative action and provide employees with information describing how to raise any issues, concerns, or complaints. The written notices shall be provided to incumbent employees within 30 days of the Effective Date of this Agreement.
- E. Continually monitor its work environment for the presence of any forms of harassment, intimidation, or coercion.
- F. Develop and implement policies and practices to ensure all employees are considered for supervisory positions, regardless of disability status.
- G. Document the monitoring of its work environment for the presence of any forms of harassment, intimidation, coercion, or retaliation.
- H. Take appropriate action to ensure that no supervisors continue to create a hostile work environment.

## **2. Company Policy And Procedure**

CW Resources will:

- A. Create and implement a written policy designed to prevent harassment, intimidation, coercion, and discrimination at its facilities. As part of such policy, CW Resources shall develop new processes to ensure that complaints of harassment and discrimination are effectively investigated and remedied.
- B. Create and implement a written reasonable accommodation policy, to be implemented at all CW Resources facilities.
- C. Create and implement an internal complaint policy designed to encourage reporting of unlawful behavior.

D. Create and maintain a written anti-retaliation policy, and provide practical guidance on the employer's expectations with user-friendly examples of what to do and not to do. The policy should include:

- 1) examples of retaliation that managers may not otherwise realize are actionable, including actions that would not be cognizable as discriminatory disparate treatment but are actionable as retaliation because they would likely deter a reasonable person from engaging in protected activity;
- 2) proactive steps for avoiding actual or perceived retaliation, including practical guidance on interactions by managers and supervisors with employees who have lodged discrimination allegations against them;
- 3) a reporting mechanism for employee concerns about retaliation, including access to a mechanism for informal resolution; and
- 4) a clear explanation that retaliation can be subject to discipline, up to and including termination.

In addition, CW Resources should consider any necessary revisions to eliminate punitive formal or informal policies that may deter employees from engaging in protected activity.

E. As long as CW Resources remains a federal contractor subject to Section 503, CW Resources will annually prepare and update an Affirmative Action Plan (AAP) for its facility and to retain all supporting documentation as required by Section 503 and its implementing regulations.

### 3. **Training**

CW Resources will:

- A. Provide mandatory training in equal employment opportunity principles and in the identification and prevention of harassment based on race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status, to CW Resources' supervisory managers and supervisors, including any employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions and separately to CW Resources' other employees at least once a year. This training will include but is not limited to providing information on how to raise issues or concerns and to file complaints.
- B. Provide mandatory training on the disability accommodation policy to all supervisors and all employees involved in the reasonable accommodation process.
- C. Provide informational training on its policies on equal employment opportunity rights and responsibilities, including the legal prohibitions against discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status or any other protected category to all incumbent CW Resources employees and to all new CW Resources employees within 30 days of their hire.

- D. Ensure all employees responsible for receiving, handling, and/or investigating internal complaints are trained in CW Resources' new complaint policies and procedures.
- E. Maintain and produce to OFCCP upon request sign-in sheets containing the printed name, signature, and job title of all employees who attend the trainings described above.

## **VII. OFCCP Monitoring Period**

- 1. **Recordkeeping.** Contractor agrees to retain all records relevant to the violations cited in Sections III above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. Contractor will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

### **2. Contractor Reports.**

- a. **Schedule and Instructions.** Contractor agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

The first progress report shall be due February 3, 2021 and will include:

- 1. Evidence that CW Resources notified all employees of CW Resources' non-tolerance of harassment, intimidation, coercion and discrimination in any form based on race, color, religion, sex, sexual orientation, gender identity, national origin, disability, veteran status, or engagement in any of the activities described in 41 C.F.R. § 60-1.32., and will provide assurances that CW Resources will not retaliate against any employee for making a harassment claim;
- 2. Photographic evidence documenting the prominent display at the Mark Center of the name, telephone number, and email address of the official to contact to report and/or secure relief from such harassment;
- 3. A copy of the written notice summarizing CW Resources' commitment to equal employment opportunity and affirmative action and information describing how to raise any issues, concerns, or complaints;
- 4. A copy of its policies developed in accordance with Part VI.2., above;
- 5. A report on CW Resources' monitoring of its work environment for the presence of any forms of harassment, intimidation, or coercion and, where warranted, CW Resources' corrective action to include date(s) of the action. This report shall take the form of a spreadsheet listing: (1) the employee who filed the complaint; (2) the employee's work location; (3) the subject of the complaint (harassment, intimidation, or coercion); (4) the date on which CW Resources received the complaint; (5) who investigated the complaint; and (6) if corrective action

occurred, a brief statement identifying the corrective action taken by CW Resources; and

6. A detailed outline of the training provided to managers and employees in accordance with the training provisions of this Agreement and the list of all establishments where it was provided. CW Resources will also include, for employees at the Mark Center, the names and job titles of the persons conducting the training and attending the training, and copies of any materials provided to participants or used by trainers.

The second progress report shall be due February 1, 2022 and will include:

1. Documentation of the monetary payment to Complainants as specified in the Remedy above. The documentation must include the names of Complainants who were paid, and, for each Complainant, the number and the amount of the check and the date the check cleared the bank. CW Resources must provide OFCCP with copies of all canceled checks upon request.
2. A detailed outline of the training provided to managers and employees in accordance with the training provisions of this Agreement and the list of all establishments where it was provided. CW Resources will also include, for employees at the Mark Center, the names and job titles of the persons conducting the training and attending the training, and copies of any materials provided to participants or used by trainers; and
3. A report on CW Resources' monitoring of its work environment for the presence of any forms of harassment, intimidation, or coercion and, where warranted, CW Resources' corrective action to include date(s) of the action. This report shall take the form of a spreadsheet listing: (1) the employee who filed the complaint; (2) the employee's work location; (3) the subject of the complaint (harassment, intimidation, or coercion); (4) the date on which CW Resources received the complaint; (5) who investigated the complaint; and (3) if corrective action occurred, a brief statement identifying the corrective action taken by CW Resources.

CW Resources will retain all records and data pertinent to the violations resolved by this Agreement and used to prepare required reports until this Agreement expires or as long as required by OFCCP's regulations, whichever date occurs later.

Contractor will submit reports to:

U.S. Department of Labor  
Office of Federal Contract Compliance Programs  
Attention: (b) (6), (b) (7)(E)  
170 South Independence Mall West, Suite 650 South  
Philadelphia, PA 19106

Contractor and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports Contractor provides in accordance with this agreement are customarily kept private or closely-held, and the Contractor believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Contractor will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents.

- b. **Reports on Job Offers.** In each Progress Report, Contractor will report on all job offers and hires made to date pursuant to the Agreement until all of the job opportunities are filled or the list of Affected Former Employees expressing interest in the positions is exhausted. This includes:
1. Documentation of all job offers made to Affected Former Employees, including the names of individuals offered jobs, the date of their application, the date of the offer, the date the offer was accepted or rejected, and the starting pay.
  2. Documentation of Affected Former Employees who expressed interest in job offers who did not successfully complete the application process, including the names of these individuals, the date of their application, if any, and the reason Contractor determined they did not successfully complete the application process. This includes individuals who did not receive job offers because all available positions were filled.
  3. Documentation of Affected Former Employees who were hired and terminated during the life of this Agreement and the reason for the termination.
  4. Documentation of the number of available positions remaining to be filled and the number of Affected Former Employees still on the list.
  5. Documentation of the start dates for Affected Former Employees who were hired.
  6. If Contractor has not filled all of the positions specified in this Agreement by the Progress Report date, documentation of the reason this action is not complete and the good faith efforts being taken and planned for the next reporting period to complete it.
  7. If Contractor fails to meet its hiring obligations under this Agreement by the close of the Monitoring Period, OFCCP reserves its rights under Section II, Paragraphs 10 and 11 of this Agreement to extend the monitoring period or to pursue enforcement remedies.
- c. **Affirmative Action Programs.** Contractor will submit its current year AAP for Section 503 with the first Progress Report and annually thereafter while the CA monitoring period is in effect.

- d. **Reports on Modifications to Personnel Practices.** In each Progress Report Contractor will report on all modifications of personnel practices made to date pursuant to the Agreement and provide documentation of its compliance with the remedy provisions of this Agreement. If any of the relevant documents such as job postings or policies have not been modified since being provided during a prior reporting period, a statement to that effect is sufficient.
- e. **Close of Monitoring Period and Termination of Agreement.** This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts Contractor's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify Contractor in writing within sixty (60) days of the date of the final progress report that Contractor has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies Contractor within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Contractor has met all of its obligations under the Agreement.

## VIII. SIGNATURES

The person signing this Agreement on behalf of Contractor personally warrants that he or she is fully authorized to do so, that Contractor has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Contractor.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and CW Resources, Inc. 4800 Mark Center Drive, Alexandria, Virginia.

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

Dr. Ronald Bucilli  
President/CEO  
CW Resources, Inc.

DATE: 8/6/2020

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

Michele Hodge  
Regional Director  
OFCCP Mid-Atlantic Region

DATE: 8/10/2020

Attachments:

- A. List of Affected Former Employees
- B. Timeline
- C. Notice Documents

**ATTACHMENT A  
LIST OF AFFECTED FORMER EMPLOYEES**

1. (b) (6), (b) (7)(C)
2. [REDACTED]
3. [REDACTED]
4. [REDACTED]
5. [REDACTED]
6. [REDACTED]
7. [REDACTED]

**ATTACHMENT B  
TIMELINE**

<b>ACTIVITY</b>	<b>DATE</b>
CW Resources Mails Notice Documents (First Mailing)	August 15, 2020
Deadline for Affected Former Employees to Reply to Notice	September 14, 2020
CW Resources and OFCCP meet to discuss results of initial mail notice	September 19, 2020
OFCCP Provides Updated Contact Information to CW Resources	September 29, 2020
CW Resources Mails Notice Documents (Second Mailing)	October 5, 2020
Deadline for Affected Former Employees to Reply to Second Notice	November 4, 2020
CW Resources Provides List of its Determination of Eligible Former Employees	November 19, 2020
OFCCP Reviews and Approves Final List	December 4, 2020

**ATTACHMENT C-1  
NOTICE TO AFFECTED FORMER EMPLOYEES**

Dear \_\_\_\_\_:

CW Resources and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (Agreement) to remedy the violations of Section 503 of the Rehabilitation Act (Section 503) that OFCCP found during a complaint investigation. OFCCP's investigation showed that there was a hostile work environment at CW Resources. CW Resources has not admitted to any violation of Section 503 and there has not been any adjudicated finding that CW Resources violated any laws. OFCCP and CW Resources entered into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as one of these individuals. Under the Agreement, you may be eligible to receive a job offer. Under the terms of the Agreement it may take up to \_\_\_ months from the date of this letter before you receive your job offer. In order to be eligible for a job offer, you must complete, sign, and return enclosed Information Verification and Release of Claims. This form should be mailed as soon as possible to the address below. **In order for you to be eligible to participate in the settlement, your documents must be received by \_\_\_\_\_.**

*[Name]  
[Position]  
[Contractor]  
[Address]*

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification Form and Release of Claims.

If you have any questions you may call *[name]* at CW Resources at *[phone number]*, or OFCCP Compliance Officer **(b) (6), (b) (7)(E)** at 215-**(b) (6), (b) (7)(E)**. Your call will be returned as soon as possible.

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENT(S) TO CW RESOURCES BY *[insert date by which class members must respond]*, YOU WILL NOT BE ELIGIBLE TO RECEIVE A JOB OFFER.**

Sincerely,

*[Name]*

Enclosures  
Information Verification Form  
Release of Claims Form

**ATTACHMENT C-2**  
**INFORMATION VERIFICATION FORM-AFFECTED FORMER EMPLOYEES**

**You must complete this form in order to be eligible for the employment opportunities under the terms of the Conciliation Agreement ("Agreement") between CW Resources, Inc. and the U.S. Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.**

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

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

Telephone Numbers:

Home \_\_\_\_\_ Cell \_\_\_\_\_ Work \_\_\_\_\_

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

Notify CW Resources, Inc. at the address below if your address or phone number changes within the next twelve (12) months.

INSERT  
CLAIMS ADMINISTRATOR  
ADDRESS

Please indicate below whether you are currently interested in employment in a janitor position with CW Resources, Inc.

- Yes, I am still interested in employment for a janitor position.  
 No, I am not currently interested in employment with CW Resources for a janitor position.

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE CLAIMS ADMINISTRATOR BY [DATE], YOU WILL NOT BE ELIGIBLE TO BE CONSIDERED FOR A JOB OFFER UNDER THE TERMS OF THIS AGREEMENT.**

I, \_\_\_\_\_, certify the above is true and correct.  
(Print name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT C-3**  
**RELEASE OF CLAIMS-AFFECTED FORMER EMPLOYEES**

*PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE A JOB OFFER FROM THE SETTLEMENT.*

This Release of Claims (Release) under Section 503 of the Rehabilitation Act as amended, is a legal document. The document states that in return for CW Resources, Inc. (CW Resources) providing you a job offer, you agree that you will not file any lawsuit against CW Resources for allegedly violating Section 503 of the Rehabilitation Act as amended. It also says that CW Resources 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 a job offer.

In consideration of a job offer by CW Resources to me, which I agree is acceptable, I agree to the following:

**I.**

I hereby waive, release and forever discharge CW Resources, 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 Section 503 of the Rehabilitation Act as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate to my employment as a janitor at any time prior to the date of my signature on this Release. By signing this agreement, I agree that I have been made whole for any claim that could have been brought under Section 503 of the Rehabilitation Act, as amended, relating to my employment with CW Resources through the Effective Date of this Release.

**II.**

I understand that CW Resources denies that it treated me unlawfully or unfairly in any way and that CW Resources entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP) and agreed to make the job offer described above to resolve the matter without further legal proceedings in the complaint investigation initiated by OFCCP. I further agree that the payment of the aforesaid job offer by CW Resources to me is not to be construed as an admission of any liability by CW Resources.

**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 the contact listed on the enclosed Notice to Affected Class Members, by the deadline listed on the Notice, I will not be entitled to

**ATTACHMENT C-3**  
**RELEASE OF CLAIMS-AFFECTED FORMER EMPLOYEES**

receive any job offer from CW Resources.

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

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

\_\_\_\_\_  
Signature