

**Conciliation Agreement  
Between the  
U.S. Department of Labor  
Office of Federal Contract Compliance Programs  
And  
Apex Systems, LLC  
4400 Cox Rd, Suite 100  
Glen Allen, Virginia 23060**

**PART I. PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated the facility of Apex Systems, LLC, formerly Apex Systems, Inc. ("Apex") located at 53 Perimeter Center East, Suite 300 in Atlanta, Georgia, and found that Apex was not in compliance with Executive Order 11246, as amended, and its implementing regulation at 41 Code of Federal Regulations ("CFR") Sections 60-1.4(a), 60-1.12(a), and 60-20.5. OFCCP notified Apex of the specific violations found and the corrective actions required in a Notice of Violation issued on July 21, 2016. In the interest of resolving the alleged violations without engaging in further legal proceedings, and in exchange for the good and valuable consideration described in this document, OFCCP and Apex enter into this contract ("Agreement") and agree to all the terms stated below.

**PART II. GENERAL TERMS AND CONDITIONS**

1. In exchange for Apex's fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under Executive Order 11246, based on the violation 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 Apex violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Apex 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 Apex's compliance. Apex will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.

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3. This Agreement does not constitute an admission by Apex of any violation of or noncompliance with any laws or of any other wrongdoing whatsoever, including but not limited to any violation of Executive Order 11246, Section 503 of the Rehabilitation Act ("Section 503"), Vietnam Era Veterans Readjustment Assistance Act ("VEVRAA"), or other laws, nor has there been an adjudicated finding that Apex violated any laws.
4. Apex understands that nothing in this Agreement relieves Apex of its obligation to fully comply with the requirements of Executive Order 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment laws.
5. Apex promises not to harass, intimidate, threaten, discriminate, 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 Executive Order 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 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 Southeast Region (the "Effective Date") unless the Acting Director of OFCCP indicates otherwise within 45 calendar days of the date the Regional Director signs the Agreement.

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10. This Agreement will expire sixty (60) calendar days after Apex submits the final progress report required in Part IV below, unless OFCCP notifies Apex in writing prior to the expiration date that Apex has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date OFCCP determines Apex 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 Apex violates the Conciliation Agreement,
  - A. The procedures set forth at 41 CFR § 60-1.34 will govern:
    - 1) If OFCCP believes that Apex violated any term of the Agreement while it was in effect, OFCCP will send Apex a written notice stating the alleged violations and summarizing any supporting evidence.
    - 2) Apex will have 15 calendar 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 Apex is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
    - 4) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
    - 5) Apex 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.

**PART III. SPECIFIC VIOLATIONS AND REMEDIES**

1. **VIOLATION:** Personnel activity provided by Apex for the period of January 1, 2012 through December 31, 2013, revealed that Apex's selection process had an adverse impact in the hiring of Black applicants into Recruiter positions. Of 82 qualified Black applicants, (7)(E) was hired, whereas of (b)(6) qualified White applicants, (7)(E) were hired into Recruiter positions. This resulted in a shortfall of 6 Blacks and disparity that OFCCP contends was statistically significant at (7)(E) Standard Deviations.

Accordingly, OFCCP finds that Apex discriminated against 82 Black applicants not hired into Recruiter positions because of their race, in violation of 41 CFR § 60-1.4(a)(1).

**REMEDY:** Apex agrees to the following:

- A. **Notice:** Within 30 calendar days of the Effective Date of this Agreement, Apex shall notify the 82 Apex Black applicants (Attachment A, "Affected Class Members") 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 Class (Attachment B, "Notice"), Information Verification and Claim Form (Attachment C, "Claim Form"), Release of Claims (Attachment D, "Release"), and a postage paid return envelope. Apex will notify OFCCP within 20 calendar days after the response deadline of all letters returned as undeliverable and a list of the individuals in the affected class who have not yet responded to the Notice and/or have not returned a signed Claim Form. OFCCP will then attempt to obtain and provide updated addresses to Apex within 30 calendar days of receiving the list from Apex. Apex shall mail by Certified Mail, Return Receipt Requested mail a second Notice, Claim Form, Release, and postage paid return envelope to all individuals for whom updated addresses were obtained with 20 calendar days of receiving the updated addresses.
- B. **Eligibility:** Affected class members who sign and return the fully executed Claim Form, and Release to Apex within 30 calendar days of the postmarked date on the envelope containing the first or second Notice with the attached forms will receive a share of the monetary settlement. Any member of the affected class who does not return a fully executed Claim Form and Release of Claims Form to

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Apex within 30 calendar days of the postmarked date on the envelope containing the first or second Notice will no longer be entitled to payment under this Agreement.

Within 30 calendar days after the response deadline set out in the second Notice, Claim Form, and Release, Apex will provide OFCCP with a list of the affected class members (individuals who returned the Claim Form and Release by the deadline). Within 15 calendar days after receiving the list, OFCCP will approve the final list of affected class members or discuss with Apex any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

- C. Monetary Settlement: In full and final settlement of all claims related to this violation, Apex will distribute among the affected class members on the total amount of \$148,500 (\$132,734.65 in back pay and \$15,765.35 in interest, less deductions required by law from back pay only, such as required withholdings and affected class members' share of FICA taxes), in equal shares among all eligible class members on the final approved list. Apex will pay to the appropriate government agency or agencies the taxes withheld from the affected class member's portion allocated as back pay, together with Apex's share of social security withholdings. Apex will disburse the monetary settlement within 30 calendar days after OFCCP approves the final list of eligible class members.

Within 20 calendar days of Apex's receipt of a check to an eligible class member returned as undeliverable, Apex will notify OFCCP of this fact via e-mail sent to William Glisson at [glisson.william@dol.gov](mailto:glisson.william@dol.gov). OFCCP will attempt to locate the eligible class member and, if OFCCP obtains an alternate address, Apex will re-mail the check within 30 calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 calendar days after the date the check was mailed to the eligible class member will be void.

- D. Employment: As Recruiter positions become available, Apex will make job offers, via certified mail, to eligible class members who express interest in employment on the Claim Form and are not currently employed by Apex. The written job offer shall include the job title and have a wage rate of no less than the current starting hourly wage. Apex will make these job offers until 6 eligible class members are offered positions, or until the list of eligible class members expressing an interest in employment is exhausted, whichever occurs first.

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Eligible class members will be considered for hire in the order that class members progressed through the application process. If Apex receives more than one response on any given day, those eligible class members will be considered for employment based on the date of their first original application. Apex will initiate its hiring process of eligible class members within 30 calendar days after OFCCP notifies Apex of its approval of the final list and will complete its hiring obligations under this section within 1 year of the Effective Date of this Agreement. If Apex is not able to make 6 offers of employment to eligible class members or exhaust the list of eligible class members expressing an interest in employment within 1 year, OFCCP may extend the hiring provision of this Agreement for up to 6 months or until Apex satisfies its employment obligations, whichever occurs first. Until the list of eligible class members is exhausted, the eligible class members will have priority over all other candidates for hire into the Recruiter positions.

The report-to-work date for eligible class members hired pursuant to this Agreement shall be no later than 30 calendar days after the date of the written conditional job offer is accepted by the class member. If the eligible class member does not report to work on the day designated by Apex without providing Apex on or before that day notice of good cause for the absence (e.g. personal illness or care for an immediate family member), or if good cause is provided and the eligible class member does not report to work within 5 calendar days of the original designated start date, Apex may withdraw the job offer and shall be under no obligation to hire such eligible class member under this Agreement. Documentation of all hiring decisions, including job offers made and reasons for rejection, will be available for review by OFCCP pursuant to Part IV below. Apex will provide the eligible class members the same training opportunities and opportunity to earn overtime and shift differentials as other similarly situated Recruiter employees.

- E. Retroactive Seniority: Eligible class members who begin employment as a result of this Agreement will be given retroactive seniority dating back to the date each hired eligible class member originally applied for employment. Such retroactive seniority shall be provided solely for purposes of vacation, paid personal business or illness days, hourly rate, Income Extension Aid, Family Medical Leave Act, and other mandated state or local leaves.

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- F. Selection Procedures:** Apex will cease and desist the use of all selection procedures which resulted in the discrimination of Blacks for Recruiter positions. Apex will examine, monitor and modify its selection procedures as necessary to ensure that the selection criteria are applied uniformly and the hiring decisions for the Recruiter positions are made in non-discriminatory manner. Apex will also ensure that all stages of its revised selection procedures are in compliance with 41 CFR 60-1.4(a) and 41 CFR 60-3, the Uniform Guidelines on Employee Selection Procedures ("UGESP").
- G. Training:** Within 75 calendar days from the effective date of this Agreement, Apex shall conduct mandatory training for all of its human resource personnel, managers, and supervisors involved in the selection process for Recruiter positions. Such training will cover recruitment and applicant tracking procedures; the neutral application of the specified qualifications and criteria that will be used at each step in the selection process; procedures to be used to document the decisions made at each step in the selection process; and procedures to be used to ensure that documents are retained in accordance with 41 CFR § 60-1.4 (a) (1), 41 CFR § 60-1.12 (a) and 41 CFR § 60-3. Such training will also cover subjects of equal employment opportunity rights and responsibilities, legal prohibitions against discrimination on the basis of sex, race, national origin, color, religion, disability, sexual orientation, gender identity, and veteran status, and Apex's commitment to diversity and non-discriminatory hiring.
2. **VIOLATION:** During the review period, Apex failed to collect and maintain personnel and employment records to properly conduct adverse impact analyses in accordance with the requirements of 41 CFR Parts 60-1.12(a) and 60-3. Specifically, Apex failed to preserve all applications and selection forms for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurred later, and provided incomplete data on results of its hiring selection system affecting the analysis of its selection steps, in violation of 41 CFR 60-1.12(a).

**REMEDY:** Apex will preserve any personnel or employment record it makes or keeps in either electronic or hard copy format, including all applications and selection forms, for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later. Where a compliance evaluation has been initiated by OFCCP, Apex will preserve all personnel and employment records until OFCCP makes a final disposition in the matter.

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3. **VIOLATION**: During the review period, Apex failed to identify in its personnel records, where possible, the gender, race and ethnicity of each applicant or Internet Applicant, whichever is applicable to the particular position(s) in violation of 41 CFR 60-1.12(c) (1) (i) and (ii).

**REMEDY**: Apex will identify in its personnel records the race, gender and ethnicity of each applicant or Internet applicant, as defined in 41 CFR 60-1.3, whichever is applicable to the particular position. Apex will maintain an applicant flow log of all its hires and non-hires, which will include clear reasons for the non-selections and preserve the aforementioned records for two years as defined in 41 CFR 60-1.12 (a).

**PART IV. REPORTS REQUIRED**

1. Apex will submit the reports and documents described below to Sybil Shy- Demmons, District Director of OFCCP, United States Department of Labor, Office of Federal Contract Compliance Programs, 61 Forsyth Street, SW, Suite 17T50, Atlanta, Georgia 30303.
  - A. The **first report** will be due within 20 calendar days after the response deadline to the first mailing of the Notice and applicable documents, and shall consist of the following:
    - 1) List of Eligible Class Members whose letters were returned as undeliverable; and
    - 2) List of the Eligible Class Members who have not yet returned a signed Claim Form and/or Release.
  - B. The **second report** will be due within 30 calendar days after the response deadline to the second mailing of the Notice and applicable documents to the OFCCP identified updated addresses, and shall consist of a list of the Eligible Class Members who returned the Claim Form and Release by the deadline.
  - C. The **third report** will be due within 30 calendar days of Apex's receipt of a check to an Eligible Class Member returned as undeliverable.

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D. The **fourth report** shall be due within 300 calendar days of the Effective Date of this agreement and shall consist of the following:

- 1) Documentation of monetary payments to all Eligible Class Members as specified in PART III. The documentation will include the names of each Eligible Class Member who were paid, the check number, the amount of the check, and the date the check cleared the bank;
- 2) Apex will provide OFCCP with copies of all canceled checks or other documentation of proof of payment upon request;
- 3) For Eligible Class Members who were considered for employment but were not hired, Apex will provide the reason for non-placement along with all relevant documentation (e.g., the Eligible Class Member declined a job offer);
- 4) The total number of applicants and hires and the breakdown by race, gender and ethnic group of applicants and hires for Recruiter positions during the reporting period, including all temporary, part time, and seasonal workers who were referred to and/or assigned to work at Apex by a staffing firm or employment agency;
- 5) For Recruiter positions, the results of Apex's analysis as to whether its total selection process has adverse impact, as defined in 41 CFR Part 60-3.4D, on those members of groups set forth in 41 CFR Part 60-3.4B (for purposes of the adverse impact analysis, Apex will not include hires made of Eligible Class Members pursuant to this Agreement in that analysis; Apex will combine the data for the current report with the data from the previous report(s) to analyze at least a 12-month period);
- 6) For each case where the total selection process has an adverse impact, as defined in 41 CFR Part 60-3.4D, the results of Apex's evaluation of the individual components of the selection process for adverse impact;
- 7) The actions taken by Apex upon determining that any component of the selection process has an adverse impact on members of groups set forth in Part III section 3 above;

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- 8) Documentation verifying Apex provided training in equal employment opportunity to its managers and supervisors who make selection decisions, as required by the Remedy to the Violation in this Agreement. This documentation will include, but not limited to: copies of training agendas; materials used or distributed in the training; documents reflecting the signatures, printed names and positions of those in attendance; resumes or other written descriptions of the qualifications of the person(s) providing the training; and documentation of date(s) and duration of the training session(s); and
  - 9) A description of: (1) the ways Apex revised its selection process to fill Recruiter vacancies, including any revision(s) to its recruitment process, its prescreening of job applications, and interviewing and testing of applicants; (2) any revisions to Apex's methods for tracking such information, including by race, ethnicity and gender; and (3) the internal audit and reporting systems put into place for monitoring Apex's progress and program effectiveness.
2. Apex will retain all records and data pertinent to the violations resolved by this Agreement and/or used to prepare required reports until this Agreement expires or as long as required by OFCCP's regulations, whichever date occurs later.

PART V. SIGNATURES

This Conciliation Agreement is hereby executed by and between the OFCCP and Apex.

**(6), (7)(C)**

BUDDY OMOHUNDRO  
General Counsel  
Apex Systems, LLC

Date: 12/19/16

**(6), (7)(C)**

SAMUEL MAIDEN  
Regional Director – Southeast  
Office of Federal Contract Compliance  
Programs

Date: 12/21/2016

**(6), (7)(C)**

Sybil/Shy-Demmons  
District Director – Atlanta  
Office of Federal Contract Compliance  
Programs

Date: 12/20/2016

**(6), (7)(C)**

William Russell Glisson  
Assistant District Director – Atlanta  
Office of Federal Contract Compliance  
Programs

Date: 20 December 2016

**(6), (7)(C), (7)(E)**

Compliance Officer – Atlanta  
Office of Federal Contract Compliance  
Programs

Date: 12/20/2016

**ATTACHMENT A  
LIST OF CLASS MEMBERS**



## ATTACHMENT B

### NOTICE TO AFFECTED APPLICANTS

**You may be eligible to receive payment under a Settlement between Apex Systems, LLC and the U.S. Department of Labor.**

*We are writing to provide information about a legal settlement between the U.S. Department of Labor and Apex Systems, LLC ("Apex") 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 an opportunity for employment.*

#### **ARE YOU AFFECTED?**

Black applicants who applied for employment in Recruiter positions with Apex located at 53 Perimeter Center East, Suite 300 in Atlanta, Georgia during the time period listed below 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 an audit of Apex's hiring practices. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP issued a Notice of Violations alleging that Apex discriminated against Black applicants for Recruiter positions during the period of January 1, 2012 through December 31, 2013. Apex denies these claims. Ultimately, OFCCP issued a Notice of Violations ("NOV") against Apex on these claims. Although Apex disagreed with OFCCP's findings, they 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 a violation.

As a result, Apex has agreed to pay money to Blacks who applied for Recruiter positions at this location during the time period described above.

#### **WHAT DOES THIS MEAN FOR YOU?**

- (1) Because you applied for a Recruiter position during the relevant time frame, **you may be eligible to receive a payment of at least \$1,810.97 (before taxes).** This payment represents your share of back wages and other payments Apex is making to settle this matter. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.

- (2) Apex will be making job offers for Recruiter positions to some of the individuals receiving this notification. It is not guaranteed that you will be hired for a Recruiter position. If you are interested in a job, please express your interest on the enclosed Claim Form.
- (3) To get these benefits, you will need to release (give up) certain legal claims. A copy of the Release form for you to sign is included with this Notice.

#### **WHAT IS YOUR NEXT STEP?**

You should read carefully this Notice and the Release and Claim Forms and any other information you received from the Department of Labor or Apex. Please do not ignore this Notice or throw it away.

**It is very important that you fill out and return the form in this envelope on time. Otherwise, you could miss out on receiving money or an opportunity for a job.**

To be eligible for a payment and/or job offer, you must fully complete, sign, and return the enclosed Claim form and Release form within 30 calendar days of your receipt of this letter. Send your completed and signed forms to:

**Michele McCauley  
VP of Talent Acquisition and Development  
Apex Systems, LLC  
5020 Sadler Place  
Glen Allen, VA 23060**

You may receive some or all of these benefits only if the information on your Claim Form confirms that you are one of the people covered by the settlement. After you complete and return these documents, a final decision will be made about your eligibility.

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS LISTED ABOVE WITHIN 30 CALENDAR DAYS OF YOUR RECEIPT OF THIS LETTER, YOU WILL FORFEIT ANY RIGHT TO A MONETARY PAYMENT OR TO OTHERWISE PARTICIPATE IN THIS SETTLEMENT.**

#### **HOW CAN YOU GET MORE INFORMATION?**

If you have any questions, you may contact Michele McCauley at (804) 237-8388 or [mmccauley@apexsystemsinc.com](mailto:mmccauley@apexsystemsinc.com). You may also contact OFCCP Compliance Officer (7)(C), (7)(E) [REDACTED] at (7)(C), (7)(E) [\[REDACTED\]@dol.gov](mailto:[REDACTED]@dol.gov).

# Claim Form – Affected Applicants

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

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

**DEADLINE TO RESPOND IS WITHIN 30 CALENDAR DAYS OF YOUR RECEIPT OF THIS LETTER**

If you complete this Claim Form, you may be eligible for a money payment from the settlement and you can express interest in a job offer. You can receive a money payment even if you do not express interest in a job.

To receive an award (such as money or a job offer), you must complete and return this Claim Form and Release Form on or before the above referenced deadline to:

**Michele McCauley  
VP of Talent Acquisition and Development  
Apex Systems, LLC  
5020 Sadler Place  
Glen Allen, VA 23060**

If you do not submit a properly completed Claim Form and Release Form on or before the deadline, 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.

Enclosed is a stamped, pre-addressed envelope you can use. \*\*\*

**This Claim 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.**

**Step 1: Please confirm the following contact information to process your payment (print legibly).**

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

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.*

Do you identify your race as Black or African-American? (Circle one.)      Yes      No

Notify us at the address below if your address changes within the next three months, or contact us if you have any questions about this claim form, the notice, or the settlement.

**(7)(C), (7)(E)**, Compliance Officer  
U.S. Department of Labor, Office of Federal Contract Compliance Programs  
61 Forsyth Street SW, Suite 17T50  
Atlanta, Georgia 30303  
Email: **(7)(C), (7)(E)**@dol.gov

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

- [ ] Yes, I am still interested in employment with Apex as a Recruiter.
- [ ] No, I am not currently interested in employment with Apex as a Recruiter.

**Step 3: Sign and return along with the Release Form**

I certify the above as true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ALL sections of this form must be completed or your form will be disregarded and you will not be eligible to participate in the settlement between OFCCP and Apex.**

ATTACHMENT D

**RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246**

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

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Apex Systems, LLC ("Apex") paying you money, you agree that you will not file any lawsuit against Apex for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for Recruiter positions. It also says that Apex 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 \$1,810.97 (less deductions required by law) by Apex, which I agree is acceptable, and also in consideration of other relief provided by the agreement between Apex and the Office of Federal Contract Compliance Programs ("OFCCP"), I \_\_\_\_\_ agree to the following: (print name)

- I. I hereby waive, release and forever discharge Apex and its directors, officers, employees, and agents, in their official and individual capacities of and from any and all Executive Order 11246 race discrimination claims which I or my representatives, heirs, executors, administrators or assigns, have or may have which relates in any way to my non-selection for employment in a Recruiter position at Apex during the period of January 1, 2012 through December 31, 2013.
- II. I understand that Apex denies that it treated me unlawfully or unfairly in any way and that Apex entered into settlement with OFCCP in the spirit of cooperation and to bring closure to Apex's disagreement with OFCCP. I further agree that the payment of the above sum is not to be construed as an admission of wrongdoing of any kind by Apex.
- III. I affirm that the only consideration for signing this Release of Claims form is the terms set forth above and that no other promises or assurances of any kind have been made to me by Apex or OFCCP, and/or any other entity or person as an inducement for me to sign the Release of Claims Form. I acknowledge that I fully understand the terms of this Release of Claims Form as it has been written, as well as the legal and binding effect of this Release of Claims Form, and that if I am concerned about how the process described in this Release of Claims Form or the waiver of claims provision described above applies to me, I may contact my own advisors for appropriate legal advice.
- IV. I declare that I have carefully read this Release of Claims Form and that I fully understand the extent and importance of its provisions. I affirm that I am fully competent to execute this Release of Claims Form, that I have had a full opportunity to consider and understand its terms and to consult with my own advisors, and that I have decided to voluntarily, and of my own free will, sign this Release of Claims Form.
- V. I understand that if I do not sign this Release of Claims Form and the Claim Form and return these completed documents to Michele McCauley, then I will not receive any financial or other related relief provided in the agreement between Apex Systems, LLC and OFCCP.

IN WITNESS WHEREOF, I have executed this release knowingly and voluntarily.

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

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

\_\_\_\_\_  
Signature