

CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

ARAMARK UNIFORM SERVICES

1112 Florence Street

Evansville, Indiana 47710

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated Aramark Uniform & Career Apparel, LLC doing business as Aramark Uniform Services’ (“Aramark”) facility located at 1112 Florence Street, Evansville, Indiana 47710 and found that Aramark was not in compliance with the Executive Order 11246, as amended (“E.O. 11246”), and its implementing regulations at 41 C.F.R. Section(s) 60-1, 60-2, and 60-3. OFCCP notified Aramark of the specific violations found and the corrective actions required in a Notice of Violations issued on August 4, 2016. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and Aramark enter this contract (“Conciliation Agreement” or “Agreement”) and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Aramark’s fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violations described in Part III if Aramark violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Aramark 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. Aramark will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.

3. Aramark understands that nothing in this Agreement relieves Aramark 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.
4. Aramark promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, 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 C.F.R. § 60-1.32(a).
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all 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, signed by all parties.
7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day it is signed by the Regional Director of the Midwest Region (the "Effective Date") unless the Director of OFCCP indicates otherwise within 45 calendar days of the date the Regional Director signs the Agreement.
9. In computing any time period specified in this Agreement, every calendar day shall be counted unless otherwise specified herein.
10. This Agreement will expire sixty (60) days after Aramark submits the final progress report required in Part IV (D), below, unless OFCCP notifies Aramark in writing prior to the expiration date that Aramark has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determine Aramark has met all of its obligations under the Agreement.
11. If Aramark violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that Aramark violated any term of the Agreement while it was in effect, OFCCP will send Aramark a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) Aramark 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 Aramark 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.

B. Aramark may be subject to the sanctions set forth in Section 209 of the Executive Order and/or other appropriate relief for violation of this Agreement.

12. This Agreement does not constitute an admission by Aramark of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Aramark violated any laws.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. DISCRIMINATION: SEX – PLACEMENT

A. STATEMENT OF VIOLATION. Aramark failed to ensure that its employees were placed and compensated without regard to their sex as required by 41 C.F.R. 60-1.4(a)(1) and 41 C.F.R. 60-20.5. A review of compensation practices for the production positions within the Operatives Job Group revealed that on average, Female employees were initially placed by Aramark in positions that were compensated at a lower hourly wage rate than their Male counterparts. Specifically, OFCCP found that, upon hire, Female employees were disproportionately assigned to lower-paying production positions, while Male employees were disproportionately assigned to higher-paying production positions.

The disproportionate placement rates occurred during the period of January 1, 2013 through October 30, 2014¹. Based on the examination of personnel records, and interviews with managers, human resources representatives, employees and selecting officials, as well as anecdotal evidence gathered during the investigation, OFCCP determined that 41 Female employees (b) (7)(E) of the (b) (7)(E) total Females hired were placed into lower paid production positions and were as qualified as the (b) (7)(E) Male employees (b) (7)(E) of the (b) (7)(E) total Males that were placed into the higher paid production positions during the same time period. Therefore, Aramark's compensation practices resulted in a disparity adversely affecting Female employees at a (b) (7)(E) standard deviation level, resulting in a shortfall of 7 Female Placements.

B. REMEDY FOR AFFECTED CLASS. Aramark agrees to: (a) take all reasonable efforts to locate all 41 Female Class Members (Attachment A) and to provide all located Female Class Members with a make whole remedy, including back pay with interest; (b) make job offers for positions in the higher paying production positions to Female Class

¹ Hires made from August 22, 2012 through December 31, 2012 include (b) (7)(E) total hires, all of which were female and all placed in the lowest pay level. However, due to the lack of selections in the higher pay levels, these placements were excluded from OFCCP's evaluation.

Members still employed as well as to those who voluntarily terminated their employment prior to the effective date of this Agreement, until 7 Female Class Members are placed into positions earning more than the current base hourly rate of \$ (b) (7)(E), or the Female Class Member list is exhausted, at the current rate of pay and with a company service and retro-active seniority date up to the Female Class Member's original hire date; (c) prevent retaliation, harassment, and any other form of reprisal or adverse action to any Female Class Member based on or in relation to the terms of this Remedy; (d) review Aramark's initial placement/position assignment process and eliminate those practices that led to the discrimination; (e) develop procedures to review at least annually, the initial placement process for ensuring nondiscrimination, and (f) take action to assure that this violation ceases and does not recur.

- 1) Notice. On or before June 1, 2017, Aramark must notify the class members listed in Attachment A of the terms of this Agreement by certified mail and electronic mail "email" to each individual in the affected class. Aramark will use the last known address and email on file for each employee. Aramark shall include the Notice to Affected Class Members (Attachment C, hereinafter "Notice"), Information Verification & Employment Interest Form (Attachment D, hereinafter "Interest Form"), Release of Claims under Executive Order 11246 (Attachment E, hereinafter "Release"), and a postage paid return envelope. After mailing the notification, Aramark will provide OFCCP with a Microsoft Excel report containing the address used and certified mail tracking number for each class member.

Each class member or her/his legal representative in the event she/he is deceased, shall be told to respond by July 1, 2017. Those individuals who do not respond (including unclaimed mail, undeliverable mail, and incorrect addresses) by July 1, 2017, shall be listed by name, address, and Social Security Number of record in a Microsoft Excel report. This report shall be sent to OFCCP, Indianapolis District Office, on or before July 15, 2017.

OFCCP will then attempt to obtain and provide updated addresses to Aramark on or before August 15, 2017. On or before September 1, 2017, Aramark agrees to re-mail by certified mail a second Notice, Interest Form, and postage paid return envelope to all individuals for whom updated addresses were obtained. After mailing the notification, Aramark will provide OFCCP with a Microsoft Excel report containing the certified mail tracking number for each class member.

If a class member responds to either the first or second mailing and submits an incomplete response (including, but not limited to, one where a social security number was not provided) Aramark must notify OFCCP by the following Monday of each week after receiving the incomplete response, and OFCCP will follow up with that individual to attempt to obtain the missing information. Aramark will provide this notification to OFCCP by emailing Compliance Officer (b) (7)(E), (b) (7)(C) at (b) (7)(E), (b) (7)(C). In that email Aramark will specify the deficiencies and attach an electronic copy of the incomplete paperwork.

- 2) Eligibility. The total number of class members to receive payment and/or future employment consideration shall consist of those individuals who responded to the First or Second mailing on or before October 1, 2017, and returned signed copies of the applicable attachments, including an unaltered Release (Placement – Eligible Recipient). Any individuals listed on Attachment A who did not respond by October 1, 2017, shall be ineligible to receive a portion of the Settlement Fund or job offer.
- 3) Monetary Settlement. In settlement of all Placements to lower paid production position claims for back pay, interest and other monetary relief to the affected class, Aramark agrees to pay the total amount of \$1,903.68. This represents \$1,740.42 in back pay and \$163.26 in interest. The total amount of \$1,903.68 shall be referred to hereafter as the "Placement Settlement Fund." This monetary settlement is a negotiated amount that represents back pay and interest, less interim earnings, and takes into account the opportunities for the class members to transfer into higher paid production positions during the period from of January 1, 2013 through October 30, 2014.

On or before June 1, 2017, Aramark shall segregate these amounts and notify OFCCP of the General Ledger account reference number. In lieu of accrued interest an additional \$3 will be placed into the account with the \$1,903.68 of back pay and interest.

Aramark shall distribute the Settlement Fund equally among Placement – Eligible Recipients. This monetary relief is not contingent upon accepting any job offer.

On or before October 15, 2017, Aramark shall send one check, by certified mail or direct deposit (if the Eligible Recipient has selected this option), to each Placement – Eligible Recipient representing each such person's pro rata share of wages and interest. After mailing the checks Aramark will provide OFCCP with a Microsoft Excel report containing the certified mail tracking number for each Placement – Eligible Recipient or indication if the check was direct deposited.

Aramark shall make all deductions required by law less legal deductions required by law from back pay only (such as federal, state and/ or local taxes and the Eligible Class Members' share of FICA taxes). Aramark will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail each Eligible Class Member the required IRS forms at the end of the year.

Within 7 days of Aramark's receipt of an undeliverable check, Aramark shall notify OFCCP of this fact via email. OFCCP shall attempt to locate the Placement – Eligible Recipient and if OFCCP obtains an alternate address, Aramark shall re-mail the checks. Any checks that remain uncashed by December 15, 2017 shall be void. With respect to the uncashed funds, Aramark shall make a second distribution to all Placement – Eligible Recipients who cashed their first check if the amount of the uncashed funds would result in a payment of \$10 or more to each of the located Placement – Eligible Recipients.

The Settlement Fund account shall be closed on or after March 15, 2018. Any balance remaining in the fund shall revert to Aramark and be used to provide training in equal employment opportunity to its personnel in addition to training it is obligated to provide under the Executive Order, Section 503 and VEVRAA.

The parties may modify any time frame set forth in this Conciliation Agreement by mutual agreement.

- 4) Employment. On October 6, 2017, Aramark shall establish a Priority Placement List for the Placement – Eligible Recipients, ranking individuals based upon their original hire date (“Priority Placement List”). If more than one Placement – Eligible Recipient was hired on the same date, the receipt of the applicable attachments by Aramark shall also be ranked. However, any Placement – Eligible Recipient who previously was involuntarily terminated by Aramark during the period of January 1, 2013 through October 6, 2017 or who was terminated for three no-call-no-shows (job abandonment) shall not be offered a job pursuant to this Conciliation Agreement. Along with submission of the Priority Placement List, Aramark shall submit to OFCCP documentation of each such previous involuntary termination’s hire date, start date, job title, and termination date.

As positions become available, Aramark shall extend offers to Placement – Eligible Recipients until 7 females from the Priority Placement List are hired in any classifications (above the minimum hourly starting rate) listed on Schedule A of the Collective Bargaining Agreement currently in effect or until the Priority Placement List is exhausted, whichever occurs first.

The letter to former employees containing the job offer shall be sent by certified mail and shall instruct the Placement-Eligible Recipient to respond, in person or in writing (email is acceptable), to the offer within 7 days after receipt of the offer, or the offer will be withdrawn by Aramark. Current employees will be presented a written offer during working hours and will have three business days in which to accept the offer in person or in writing (email is acceptable), or the offer will be withdrawn by Aramark.

The hire and seniority date of each Placement – Eligible Recipient who accepts an offer and is hired shall be the original date of hire. All Placement – Eligible Recipients that return from a voluntary termination will keep their original hire date as their seniority date with continuous service.

Any employee covered by this Agreement bidding on a posted vacancy or accepting an offer from the Priority Placement List shall be given the trial period described in Article 8.9 of the Collective Bargaining Agreement between Aramark Uniform & Career Apparel, LLC and Teamsters Local #215 (hereinafter “CBA”). However, the ineligibility period of (4) months detailed in Articles 8.9 through 8.12 shall not apply

to these employees. Employees will be allowed to return to their previous position without penalty.

Any employee covered by this Agreement successfully placed from the Priority Placement List shall be eligible for consideration as a bidder for a posted job vacancy immediately after placement. CBA Articles 8.13 and 8.14 will be suspended until after the employee's next placement.

Aramark shall submit as part of its first and second progress reports to OFCCP the reasons for not hiring a Placement – Eligible Recipient on the Priority Placement List who received a job offer.

All placements should be completed on or before May 31, 2019.

C. **NON-MONETARY REMEDIES.** Aramark will ensure that all applicants are afforded equal employment opportunities. Aramark agrees to immediately cease using the selection procedures, practices, and/or policies which negatively affected the placement of female new hires and hiring of male applicants in production positions.

1) Revised Placement and Hiring Processes

(a) Eliminate Discriminatory Selection Procedures: Aramark agrees to immediately cease use of any placement process that is not job related and consistent with business necessity, as set forth in 41 C.F.R. Part 60-3. Aramark agrees to comply with all OFCCP regulations concerning selection and placement procedures, including 41 C.F.R. Part 60-3. Aramark will not use any selection or placement procedure that has an adverse impact, as defined in 41 C.F.R. § 3.4D, on hires or placements of a particular sex unless the selection process can be properly validated pursuant to these regulations.

(b) Review and Revisions Required: Aramark will revise, in writing, procedures it uses to select applicants and place new hires for all hourly production positions (hereinafter “Revised Placement Process” and “Revised Hiring Process”). Specifically, Aramark will:

- (i) create a selection process for hourly production positions which describes the essential functions; the minimum qualifications including required skills and certifications; and the criteria used in each step of the hiring process, including any application screens, interviews, tests, credit checks, review of criminal history, reference checks, testing, or other selection procedure;
- (ii) develop specific, job-related qualification standards for each hourly production position that reflect the duties, functions, and competencies of the position to minimize the potential for sex stereotyping or other unlawful discrimination;
- (iii) ensure all policies and qualification standards are uniformly applied to all applicants;

- (iv) if the revised process allows Aramark personnel to continue to place individuals into jobs, create a written statement prohibiting sex to be used as a consideration for placement; and
 - (v) list clearly on job postings the minimum qualifications, including required skills and certifications.
- (1) Recordkeeping and Retention: Aramark will write and implement procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process. Aramark will write and implement procedures to ensure that documents are retained in accordance with 41 C.F.R. 6-1.12(a) and Part 60-3.
- (2) Training: Prior to August 1, 2017, Aramark will require all employees involved in its application/selection, hiring, and placement process for hourly production positions to participate in a minimum of two (2) hours of equal employment opportunity training. The training will include (but is not limited to) instruction in: the proper implementation of recruitment, tracking and selection procedures; neutral application of specified qualifications and criteria that will be used at each step in the hiring process; procedures to be used to document the decisions made at each step in the hiring process; procedures for fair and non-discriminatory placement into specific positions; and the procedures to be used to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3. Aramark will maintain a list of employees who attended the training. Specific attention will be directed to ensure that male applicants and female placements, which benefit from the provisions of this agreement, are not retaliated against.
- (e) Monitoring: Aramark agrees to monitor selection and placement rates at each step of its selection process for each individual production position. Where it is determined that a selection procedure has a statistically significant adverse impact, as defined in 41 C.F.R. § 3.4D, on the hiring of applicants and/or placement of a particular race or gender, Aramark will eliminate the procedure, choose an alternative procedure, or validate the procedure in accordance with the UGESP codified at 41 C.F.R. Part 60-3. Aramark agrees to maintain and make available to OFCCP records concerning the impact of the selection process for production positions at the Evansville facility. This includes the number of persons hired by gender, the number of applicants who applied by gender, and the selection procedures utilized. This information will be maintained until the expiration of this Agreement or as long as required by the regulations, whichever is later.

2. DISCRIMINATION: SEX – HIRING

- A. STATEMENT OF VIOLATION. OFCCP alleges that Aramark discriminated against 246 qualified Male applicants based on gender (Male Class Members) in the Operatives Job Group, at the Evansville, Indiana facility. The alleged discrimination occurred during the period of August 22, 2012 through October 30, 2014. Aramark's failure to afford Male applicants equal employment opportunities in hiring constitutes a violation of

Section 202, Paragraph 1 of Executive Order 11246, as amended, and 41 C.F.R. 60-1.4(a)(1).

Specifically, personnel activity data provided by Aramark for the period of August 22, 2012 through October 30, 2014, revealed that from a qualified pool of (b) (7)(E) Male applicants, Aramark hired (b) (7)(E) Males (b) (7)(E) for production positions within the Operatives Job Group. During the same period, from a qualified pool of (b) (7)(E) Female applicants Aramark hired (b) (7)(E) Females (b) (7)(E) for production positions within the Operatives Job Group. This disproportionate hiring pattern is statistically significant at the level of (b) (7)(E) standard deviations, with a shortfall of 21 Male hires.

- B. **REMEDY FOR AFFECTED CLASS.** Aramark agrees to: (a) take all reasonable efforts to locate all 246² Male Class Members (Attachment B) and to provide all located Male Class Members with a make whole remedy, including back pay with interest; (b) make job offers to Male Class Members until 21 Male Class Members are hired, or the Male Class Member list is exhausted, in the Operatives Job Group's production positions at the current rate of pay with a company service and a retro-active seniority date to the Male Class Member's original application date; (c) place those hired Male Class Members in positions without regard to sex (d) prevent retaliation, harassment, and any other form of reprisal or adverse action to any Male Class Member based on or in relation to the terms of this Remedy; (e) review Aramark's selection process and eliminate those practices that led to the discrimination; (f) develop procedures to review at least annually, the selection process for ensuring nondiscrimination, and (g) take action to assure that this violation ceases and does not recur.
- 1) **Notice.** All prescribed dates and actions set forth above in *I. Discrimination: Sex – Placement B. Remedy for Affected Class. 1) Notice* hereafter “1.B.1” will apply with the only exception that Aramark must notify the class members listed in Attachment B of the terms of this Agreement.
 - 2) **Eligibility.** The total number of class members to receive payment and/or future employment consideration shall consist of those individuals who responded to the First or Second mailing on or before October 1, 2017, and returned signed copies of the applicable attachments, including an unaltered Release. (Hiring – Eligible Recipient) Any individuals listed on Attachment B who did not respond by October 1, 2017, shall be ineligible to receive a portion of the Settlement Fund.
 - 3) **Monetary Settlement.** In settlement of all applicant selections (hiring) for production positions within the Operatives Job Group claims for back pay, interest and other monetary relief to the affected class, Aramark agrees to pay the total amount of \$194,255.00. This represents \$177,595.33 in back pay and \$16,659.67 in interest. The total amount of \$194,255.00 shall be referred to hereafter as the "Hiring Settlement Fund." This monetary settlement is a negotiated amount that represents back pay and interest, less interim earnings, and takes into account the average tenure of those

² The number of eligible class members in Attachment B is different due to removal of duplicate applicants.

persons hired into all production positions during the period of August 22, 2012 through October 30, 2014.

On or before June 1, 2017, Aramark shall segregate these amounts and notify OFCCP of the General Ledger account reference number. In lieu of accrued interest an additional \$297 will be placed into the account with the \$194,255.00 of backpay and interest.

Aramark shall distribute the Settlement Fund, plus accrued interest, equally among Hiring – Eligible Recipients. This monetary relief is not contingent upon accepting any job offer.

On or before October 15, 2017, Aramark shall send one check, by certified mail or direct deposit if the Eligible Recipient has selected this option, to each Hiring – Eligible Recipient representing each such person's pro rata share of wages and interest. After mailing the checks Aramark will provide OFCCP with a Microsoft Excel report containing the certified mail tracking number for each Hiring – Eligible Recipients or indication if the check was direct deposited.

Aramark shall make all deductions required by law less legal deductions required by law from back pay only (such as federal, state and/ or local taxes and the Eligible Class Members' share of FICA taxes). Aramark will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail each Eligible Class Member the required IRS forms at the end of the year.

Within 7 days of Aramark's receipt of an undeliverable check, Aramark shall notify OFCCP of this fact via email. OFCCP shall attempt to locate the Hiring – Eligible Recipient and if OFCCP obtains an alternate address, Aramark shall re-mail the checks. Any checks that remain uncashed by December 15, 2017 shall be void. With respect to the uncashed funds, Aramark shall make a second distribution to all Hiring – Eligible Recipients who cashed their first check if the amount of the uncashed funds would result in a payment of \$35 or more to each of the located Hiring – Eligible Recipients.

The Settlement Fund account shall be closed on or after March 15, 2018. Any balance remaining in the fund shall revert to Aramark and be used to provide training in equal employment opportunity to its personnel in addition to training it is obligated to provide under the Executive Order, Section 503 and VEVRAA.

The parties may modify any time frame set forth in this Conciliation Agreement by mutual agreement.

- 4) Employment. On October 6, 2017, Aramark shall establish a Priority Employment List for the Hiring – Eligible Recipients ranking individuals based upon the date of receipt of the applicable attachments by Aramark ("Priority Employment List"). If more than one set of attachments are received on the same date, the attachments for

that day shall also be ranked by date of the first original application with Aramark. However, any Eligible Recipient who previously was hired by Aramark during the period of August 22, 2012 through October 6, 2017 shall not be offered a job pursuant to this Conciliation Agreement. Along with submission of the Priority Employment List, Aramark shall submit to OFCCP documentation of each such previous hire's hire date, start date, job title and termination date, if applicable.

Aramark shall mail every person on the Priority Employment List a current Aramark application. In considering these class members for an interview, Aramark agrees that the following are the only minimum qualifications it will use: (1) must be 18 years of age; (2) must be a United States citizen or legally authorized to work in the United States; (3) if the applicant is a former Aramark employee, he or she must be eligible for rehire pursuant to the company's rehire policy. Aramark shall extend job offers until 21 Males from the Priority Employment List have been hired or until the list is exhausted, whichever occurs first. All individuals who receive an offer must successfully pass a legally-permissible background check and a legally-permissible drug screen. Aramark shall submit to OFCCP the reasons for rejecting any men for interview or a job offer from the Priority Employment List. Specifically, Aramark shall submit as part of its first and second progress reports to OFCCP the reasons for not hiring a Hiring – Eligible Recipient on the Priority Employment List who received a job offer.

Aramark will send the applicant a certified letter to come to 1112 Florence Street, Evansville IN 44710, for an in-person interview. The applicant has seven days from receipt of the certified letter to come for an interview or arrange an alternate date to come in person. If the applicant fails to come for the interview, the candidate is removed from the preferential hiring list. At the interview, Aramark will either offer the applicant a job or reject the applicant. OFCCP will receive evidence of the basis for any decision not to offer employment as part of the reporting process. Aramark will extend a conditional offer of employment orally at the interview to everyone who is not rejected. The applicant will be required to complete the post-offer consent forms and the post-offer process. OFCCP will receive evidence of any applicant whose offer is withdrawn because of the results of the post-offer process. If the post-offer process has concluded favorably, Aramark will notify the applicant by phone call, text message, and email to arrange a start date. Aramark also will send a letter by regular mail confirming the start date. If the applicant fails to show up for work on the start date, or arrange a mutually agreed-upon alternate start date, the offer will be withdrawn by Aramark.

The hire and seniority date of each Hiring – Eligible Recipient who accepts an offer and is hired shall be their original application date.

All hires should be completed on or before May 31, 2019.

- D. **NON-MONETARY REMEDIES.** All prescribed dates and actions set forth are identified above in *I. Discrimination: Sex – Placement C. Non-Monetary Remedies (1.C.)*.

3. SEGREGATION

- A. STATEMENT OF VIOLATION. Aramark failed to ensure that work areas provided for employees are provided in such a manner that segregation on the basis of sex cannot result, in accordance with the requirements of 41 C.F.R. 60-1.8. Specifically, qualified Males are placed in higher paying production positions within the Operatives Job Group, while qualified and similarly situated Females were primarily placed in lower paying positions that generally processed laundry in other departments on the floor.
- B. REMEDY. Aramark agrees to develop and implement a method of assigning/placing employees to or in positions within the Operatives Job Group that does not segregate employees on the basis of sex in accordance with the requirements of 41 CFR 60-1.8.

4. EMPLOYMENT RECORDS

- A. STATEMENT OF VIOLATION. Aramark failed to preserve all personnel and employment records made or kept by the contractor for a period of not less than two years from the date of a) the making of the record or b) the personnel action involved, whichever occurred later. Specifically, Aramark failed to maintain all documentation created under its selection system for all Operatives Job Group applicants, in accordance with the requirements of 41 C.F.R. 60-1.12(a-c).
- B. REMEDY. Aramark agrees to preserve all personnel and employment records it makes or keeps in either electronic or hard copy format, including but not limited to all expressions of interest through the internet or related electronic data technologies, records related to internal and/or external databases, physical online applications, completed applicant self-identification forms, resumes, testing materials and interview records, 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, Aramark must agree to preserve all employment and personnel records beyond the two year period, if applicable, until OFCCP makes a final disposition in the matter.

5. ANALYSES

- A. STATEMENT OF VIOLATION. Aramark's in-depth analyses of its hiring process failed to identify adverse impact against males in violation of 41 C.F.R. 60-2.17(b).
- B. REMEDY. Aramark agrees to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist. At a minimum, Aramark agrees to evaluate:
 - 1) The workforce by organizational unit and job group to determine whether there are problems of minority or female utilization, or of minority or female distribution;
 - 2) Personnel activity (applicant flow, hires, terminations, promotions, and other personnel actions) to determine whether there are selection disparities;

- 3) Compensation systems to determine whether there are gender-, race-, or ethnicity-based disparities;
- 4) Selection, recruitment, referral, and other personnel procedures to determine whether they result in disparities in the employment or advancement of minorities or women; and
- 5) Any other areas that might impact the success of the affirmative action program.

6. EVALUATION OF INDIVIDUAL COMPONENTS

- A. **STATEMENT OF VIOLATION.** Aramark failed to evaluate the individual components of the selection process after determining that the total selection process for a job has an adverse impact in accordance with the requirements of 41 CFR 60-3.4(c). Specifically, Aramark had hiring activity that indicated statistically significant adverse impact against Males during the period for which OFCCP has data. Aramark failed to evaluate the causes of the adverse impact any further.
- B. **REMEDY.** Aramark agrees to further evaluate the individual components of the selection process after determining that the total selection process for a job has an adverse impact. Aramark shall make this evaluation in accordance with the requirements of 41 CFR 60-3.4(c).

PART IV. REPORTS REQUIRED

1. Aramark must submit the documents and reports described below to: Lauren Hicks, District Director, OFCCP, 46 E. Ohio St, Rm 419, Indianapolis, IN 46204.
 - A. No later than June 5, 2017, Aramark must submit a copy of its current Hiring and Placement Processes.
 - B. No later than August 1, 2017, Aramark must submit documentation that all managers, supervisors and other personnel involved in recruiting, selecting, tracking applicants, or placing new hires for hourly production positions at the Evansville, Indiana establishment have been trained on the Hiring and Placement Process. The documentation must include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed in the training, and the name and job title of each person who conducted the training.
 - C. Within the prescribed timeframes, Aramark must submit all documents and information referenced in Part III.1.B and III.2.B.
 - D. Aramark must submit four (4) progress reports for the Evansville, Indiana establishment covering each period this Agreement is in effect. The first progress report will be due February 1, 2018 covering the Effective Date of this Agreement through December 31, 2018. The second report will be due August 1, 2018 covering the period of January 1, 2018 through June 30, 2018. The third report will be due February 1, 2019 covering the period of July 1, 2018 through December 31, 2018. The fourth report will be due August

1, 2019 covering the period of January 1, 2019 through June 30, 2019. Aramark will submit the following in each report:

- 1) a. Documentation of attempts to contact all Class Members in Attachment A and Attachment B and the current disposition of each applicant contacted, including copies of the notification letters sent; and

b. Copies of all letters, including Attachment D, returned by Class Members, as well as those returned as undeliverable.
- 2) Documentation of monetary payments to all Eligible Participants as specified in Part III sections 1.B.3 and 2.B.3. The documentation must include the names of Eligible Participants who were paid, and, for each Participant, the number and the amount of the check and the date the check cleared the bank. Aramark must provide OFCCP with copies of all canceled checks upon request;
- 3) Documentation of specific hiring activity for Eligible Participants who were hired and/or promoted into hourly production positions at the Evansville, Indiana establishment in accordance with this Agreement, including name, date of hire, job title hired into, rate of pay and proof of retroactive seniority for all purposes except for benefit calculations and retirement benefits vesting;
- 4) For Eligible Participants who were considered for employment in hourly production positions at the Evansville, Indiana establishment but were not hired, Aramark will provide the reason for non-placement along with all relevant documentation (e.g., documentation that the Eligible Participant declined a job offer);
- 5) The total number of applicants and hires and the breakdown by gender of applicants and hires for hourly production positions at the Evansville, Indiana establishment during the reporting period, including all workers who were referred to and/or assigned to work at Aramark by a staffing firm or employment agency;
- 6) For hourly production positions at the Evansville, Indiana establishment, the results of Aramark's analysis as to whether its total selection and placement process has adverse impact, as defined in 41 C.F.R. § 60-3.4D, on sex (for purposes of the adverse impact analysis, Aramark must not include hires made of Eligible Class Members pursuant to this Agreement in that analysis; for subsequent reports Aramark must combine the data for the current report with the data from the previous report(s) to analyze at least a 12-month period).
- 7) Should adverse impact exist in Aramark's analysis specified in item "6)" above, Aramark shall provide the results of its further evaluation of the individual components of the selection and placement process. Aramark shall make this evaluation in accordance with the requirements of 41 CFR 60-3.4(c).

Part V. SIGNATURES

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts.

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

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

ANTHONY LUIGIS
General Manager
Evansville Market Center

Date:

5/18/17

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

CHUCK WHOBREY
President of Teamsters Local 215

Date:

5/5/17

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

BRADLEY ANDERSON
Regional Director
OFCCP, Midwest Region

Date:

05/22/2017

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

LAUREN B. HICKS
District Director
OFCCP, Indianapolis District Office

Date:

5.18.17

**Attachment A
Placement – Affected Class Members**

No.	Employee ID	Name	Application Date	Hire Date
1	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	03/20/2013	04/08/2013
2			03/20/2013	04/15/2013
3			04/10/2013	04/24/2013
4			04/17/2013	04/24/2013
5			04/10/2013	04/29/2013
6			04/24/2013	04/29/2013
7			04/24/2013	05/28/2013
8			05/08/2013	05/28/2013
9			04/24/2013	06/03/2013
10			05/22/2013	06/25/2013
11			05/23/2013	07/01/2013
12			06/19/2013	07/01/2013
13			06/21/2013	07/01/2013
14			06/26/2013	07/08/2013
15			06/26/2013	07/08/2013
16			07/10/2013	07/15/2013
17			07/10/2013	07/15/2013
18			07/17/2013	08/13/2013
19			08/07/2013	08/19/2013
20			08/07/2013	08/19/2013
21			08/07/2013	09/23/2013
22			09/04/2013	09/23/2013
23			09/11/2013	09/24/2013
24			02/19/2014	03/24/2014
25			04/02/2014	04/21/2014
26			04/23/2014	05/05/2014
27			05/22/2013	06/24/2013
28			04/11/2013	06/25/2013
29			08/07/2013	08/19/2013
30			07/17/2013	09/17/2013
31			09/18/2013	10/14/2013
32			11/20/2013	01/27/2014
33			01/22/2014	01/28/2014
34			01/22/2014	01/28/2014
35			02/25/2014	03/31/2014
36			02/26/2014	04/07/2014
37			04/09/2014	04/28/2014
38			06/26/2013	07/08/2013
39			03/20/2013	08/05/2013
40			06/12/2013	08/05/2013
41			09/11/2013	09/17/2013

**Attachment B
Hiring – Affected Class Members**

No.	Name	Application Date
1	(b) (6), (b) (7)(C)	08/20/2013
2		01/15/2014
3		04/24/2013
4		11/21/2012
5		09/04/2013
6		06/12/2013
7		07/10/2013
8		08/21/2013
9		09/12/2012
10		06/05/2013
11		09/26/2012
12		10/31/2012
13		07/10/2013
14		04/23/2014
15		08/14/2013
16		11/01/2012
17		05/08/2013
18		04/30/2014
19		10/15/2012
20		07/29/2013
21		04/17/2013
22		08/29/2012
23		10/10/2012
24		09/18/2013
25		03/20/2013
26		04/02/2014
27		04/29/2014
28		02/25/2014
29		07/17/2013
30		09/04/2013
31		08/07/2013
32		08/14/2013
33		09/12/2012
34		06/26/2013
35		12/11/2013
36		08/22/2012
37		03/20/2013
38		03/14/2013
39		06/26/2013
40	(b) (6), (b) (7)(C)	09/26/2012
41		12/18/2013
42		05/22/2013
43		12/18/2013
44		08/15/2013
45		09/21/2012
46		03/14/2013
47		07/03/2013
48		05/08/2013
49		06/05/2013
50		04/23/2014
51		01/22/2014
52		08/07/2013
53		06/26/2013
54		05/21/2014
55		12/05/2012
56		08/28/2013
57		04/24/2014
58		05/16/2013
59		06/05/2013
60		10/10/2012
61		08/15/2013
62		03/05/2014
63		11/07/2012
64		07/04/2013
65		11/07/2012
66		09/12/2012
67		04/14/2014
68		04/10/2013
69		08/14/2013
70		05/01/2013
71		04/17/2013
72		08/08/2013
73		06/26/2013
74		04/24/2013
75		06/26/2013
76		04/02/2014
77		01/22/2014
78		09/19/2012

79	(b) (6), (b) (7)(C)	09/04/2013	124	(b) (6), (b) (7)(C)	05/08/2013
80		04/08/2013	125		08/29/2012
81		08/29/2012	126		08/15/2013
82		07/03/2013	127		03/11/2014
83		08/22/2012	128		11/21/2012
84		07/17/2013	129		04/24/2013
85		09/26/2012	130		07/10/2013
86		09/26/2012	131		06/05/2013
87		12/18/2013	132		03/20/2013
88		06/26/2013	133		12/12/2013
89		08/15/2013	134		04/24/2013
90		03/12/2014	135		04/28/2014
91		03/05/2014	136		03/14/2013
92		01/22/2014	137		04/25/2014
93		04/10/2013	138		03/14/2013
94		08/15/2013	139		05/15/2013
95		05/16/2013	140		12/13/2012
96		08/07/2013	141		09/04/2013
97		03/06/2014	142		07/10/2013
98		03/27/2013	143		09/18/2013
99		06/19/2013	144		04/23/2014
100		03/26/2014	145		08/28/2013
101		03/26/2014	146		10/03/2012
102		03/20/2013	147		12/12/2013
103		08/21/2013	148		06/26/2013
104		09/11/2013	149		11/14/2012
105		03/05/2014	150		08/21/2013
106		05/22/2013	151		04/24/2013
107		04/30/2014	152		08/07/2013
108		03/20/2013	153		09/18/2013
109		09/04/2013	154		12/19/2012
110		04/09/2014	155		12/18/2013
111		05/30/2013	156		09/18/2013
112		12/18/2013	157		04/10/2013
113		06/05/2013	158		11/09/2012
114		04/23/2014	159		09/19/2012
115		07/10/2013	160		04/10/2013
116		05/22/2013	161		06/19/2013
117		04/23/2014	162		04/30/2014
118		03/21/2014	163		11/01/2012
119		09/05/2012	164		06/19/2013
120		10/03/2012	165		04/14/2014
121		08/07/2013	166		03/27/2013
122		01/22/2014	167		09/18/2013
123		03/28/2014	168		08/21/2013

169	(b) (6), (b) (7)(C)	08/07/2013
170		09/11/2013
171		05/30/2013
172		10/03/2012
173		08/07/2013
174		03/12/2014
175		08/15/2013
176		04/30/2014
177		03/20/2014
178		04/23/2014
179		05/22/2013
180		08/21/2013
181		11/07/2012
182		11/21/2012
183		03/20/2013
184		01/22/2014
185		08/21/2013
186		08/28/2013
187		12/13/2012
188		05/22/2013
189		03/26/2014
190		05/15/2013
191		08/15/2013
192		04/24/2013
193		09/11/2013
194		04/24/2013
195		06/12/2013
196		05/08/2013
197		05/08/2013
198		03/20/2013
199		05/15/2013
200		11/20/2013
201		03/25/2014
202		04/22/2014
203		08/22/2012

204	(b) (6), (b) (7)(C)	09/12/2012
205		09/04/2013
206		04/29/2014
207		05/02/2014
208		04/09/2014
209		11/13/2013
210		05/08/2013
211		09/18/2013
212		06/26/2013
213		05/19/2014
214		10/25/2012
215		04/17/2013
216		05/08/2013
217		08/22/2012
218		02/26/2014
219		03/05/2014
220		09/18/2013
221		04/24/2013
222		03/27/2013
223		08/07/2013
224		06/05/2013
225		04/16/2014
226		07/31/2013
227		06/26/2013
228		09/18/2013
229		06/20/2013
230		06/26/2013
231		04/17/2013
232		05/15/2013
233		09/04/2013
234		07/10/2013
235		03/20/2013
236		08/21/2013

Attachment C (for Placements)

You may be eligible to get money and a job because of a legal settlement between Aramark Uniform Services and the U.S. Department of Labor but you must take immediate action

We are writing to provide information about a legal settlement between the U.S. Department of Labor and Aramark Uniform Services ("Aramark") that may benefit you. This settlement involves claims of discrimination in hiring and initial placement after hiring, and our records show that you may be one of the applicants or current or former employees covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and/or a job with Aramark.

ARE YOU AFFECTED?

Certain Females who were hired and placed in lower paying production positions at Aramark's production facility, located at 1112 Florence Street, Evansville, Indiana between January 1, 2013 through October 30, 2014 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 Aramark's hiring and placement practices during the period from August 22, 2012 through October 30, 2014. 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 Aramark discriminated against females initially placed in lower paying production positions from January 1, 2013 through October 30, 2014. Aramark denies those claims. Ultimately, OFCCP and Aramark 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 Notice of Violations issued by OFCCP.

WHAT DOES THIS MEAN FOR YOU?

Because you were hired and initially placed in a lower paying production position during the relevant time frame, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$46.43** (before taxes). This payment represents your share of back wages and other payments Aramark is making to settle the lawsuit. The final amount you will receive will be reduced

by deductions for items such as income tax withholding and Social Security contributions.

- (2) Aramark will be making job offers for higher paid production positions identified in Schedule A of this facility's Collective Bargaining Agreement to some of the individuals receiving this notification. It is not guaranteed that you will receive a job offer. If you are interested in such a job with Aramark, please express your interest on the enclosed Claim Form.

WHAT IS YOUR NEXT STEP?

You should read this Notice, the "Claim Form – Affected Hires" and the "Release of Claims Under Executive Order 11246" enclosed herewith.

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

To be eligible for a payment and possibly a job, you must complete, sign, and return **both** the following enclosed documents, (1) Claim Form-Affected Applicants and (2) Release of Claims Under Executive Order 11246 form by **[X date]** to:

XXXX
Name
Title
Address
Phone
XXXX

The documents must be postmarked by [insert actual date].

You may receive some or all of these benefits only if these forms confirm that you are one of the individuals covered by the settlement. After correct completion and submission of these documents, a final decision will be made about your eligibility.

If you fail to return both of the required documents by the deadline or if your documents do not verify your eligibility you will not be eligible to receive any money, consideration for job opportunities or any other relief provided to you by the settlement.

IF YOU HAVE CONCERNS ABOUT THE VERACITY OF THESE DOCUMENTS OR ANY OF THE INFORMATION REQUESTED HEREIN YOU MAY VERIFY THE AUTHENTICITY IN TWO WAYS:

- [1] You may visit the official U.S. Department of Labor website about this case at www.dol.gov/ofccp/cml to verify the authenticity.
- [2] You may contact the federal government directly to verify: (b) (7)(C), (b) (7)(E), Compliance Officer, Office of Federal Contract Compliance Programs, Indianapolis District Office (b) (7)(C), (b) (7)(E).

Attachment C (for Hiring)

You may be eligible to get money and a job because of a legal settlement between Aramark Uniform Services and the U.S. Department of Labor but you must take immediate action

We are writing to provide information about a legal settlement between the U.S. Department of Labor and Aramark Uniform Services ("Aramark") that may benefit you. This settlement involves claims of discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and/or a job with Aramark.

ARE YOU AFFECTED?

Certain Males who applied and were not hired for a production position at Aramark's production facility, located at 1112 Florence Street, Evansville, Indiana between August 22, 2012 through October 30, 2014 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 Aramark's hiring and placement practices during the period from August 22, 2012 through October 30, 2014. 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 Aramark discriminated against males in hiring for production positions during the period. Aramark denies those claims. Ultimately, OFCCP and Aramark 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 Notice of Violations issued by OFCCP.

WHAT DOES THIS MEAN FOR YOU?

Because you applied and/or were considered for but not hired in production position during the relevant time frame, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$823.11** (before taxes). This payment represents your share of back wages and other payments Aramark is making to settle the lawsuit. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.

- (2) Aramark will be making job offers for Production positions to some of the individuals receiving this notification. It is not guaranteed that you will receive a job offer. If you are interested in a job with Aramark, please express your interest on the enclosed Claim Form.

WHAT IS YOUR NEXT STEP?

You should read this Notice, the “Claim Form – Affected Hires” and the “Release of Claims Under Executive Order 11246” enclosed herewith.

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

To be eligible for a payment and possibly a job, you must complete, sign, and return **both** the following enclosed documents, (1) Claim Form-Affected Applicants and (2) Release of Claims Under Executive Order 11246 form by **[X date]** to:

XXXX
Name
Title
Address
Phone
XXXX

The documents must be postmarked by [insert actual date].

You may receive some or all of these benefits only if these forms confirm that you are one of the individuals covered by the settlement. After correct completion and submission of these documents, a final decision will be made about your eligibility.

If you fail to return both of the required documents by the deadline or if your documents do not verify your eligibility you will not be eligible to receive any money, consideration for job opportunities or any other relief provided to you by the settlement.

IF YOU HAVE CONCERNS ABOUT THE VERACITY OF THESE DOCUMENTS OR ANY OF THE INFORMATION REQUESTED HEREIN YOU MAY VERIFY THE AUTHENTICITY IN TWO WAYS:

- [1] You may visit the official U.S. Department of Labor website about this case at www.dol.gov/ofccp/cml to verify the authenticity.
- [2] You may contact the federal government directly to verify: (b) (7)(C), (b) (7)(E)
Compliance Officer, Office of Federal Contract Compliance Programs, Indianapolis District Office (b) (7)(C), (b) (7)(E).

Attachment D

Claim Form – Affected Class Members

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 XX DAY, XX MONTH, XXXX YEAR

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** the Release of Claims Under Executive Order 11246 form postmarked or hand-delivered on or before [*Deadline above*], to

XXXX
Name
Title
Address
Phone
XXXX

If you do not submit a properly completed Claim Form and Release Form on or before [*Deadline above*], then your claim will not be on time and you will not receive any money from this settlement and you cannot be considered for a job offer.

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 provide 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.*

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

- Yes, I am still interested in a production position with Aramark at its facility located at 1112 Florence Street, Evansville, Indiana 47710.
- No, I am not interested in a Production position with Aramark.
- I am currently employed by Aramark in the position of _____.

Notify the following at the address below if your address changes within the next three months:

XXXX
Name
Title
Address
Phone
XXXX

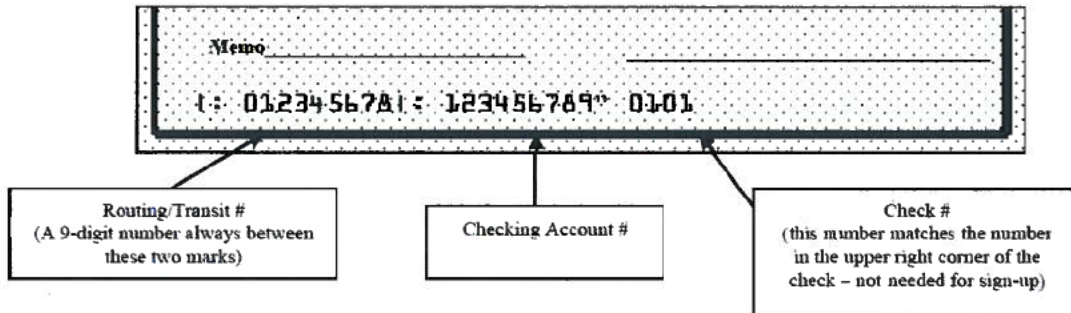
Step 3: (Optional) Payment

Checks will be distributed on or about October 15, 2017. Affected class members have the option to have their checks mailed to their address or directly deposited into their account. You do not need a checking account to participate in the settlement. You do not need to provide your checking information if you do not wish to have your check direct deposited. **If you choose to have your check mailed, any checks that remain uncashed by December 15, 2017 shall be void. If you fail to complete all direct deposit information below, your check will be automatically mailed to your address.**

- I would like my check to be mailed to me.
- I would like my check direct deposited into my account.

To enroll in direct deposit, simply fill out the information below and **attach a voided check** for your checking account - not a deposit slip. If depositing to a savings account, ask your bank to give you the Routing/Transit Number for your account. It isn't always the same as the number on a savings deposit slip. This will help ensure that you are paid correctly.

Below is a sample check MICR line, detailing where the information necessary to complete this form can be found.



IMPORTANT! Please read and sign before completing and submitting.

I hereby authorize Aramark Uniform & Career Apparel, LLC to deposit any amounts owed me, as required by this Agreement, by initiating credit entries to my account at the financial institution (hereinafter "Bank") indicated on this form. Further, I authorize the Bank to accept and to credit any credit entries indicated by Aramark Uniform & Career Apparel, LLC to my account.

Signature: _____ Date: _____

Printed Name: _____

Bank Name/City/State: _____

Routing Transit #: _____ Account Number: _____

- Checking
- Savings
- Other

Attachment E (for Placement)

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 AND/OR A POTENTIAL JOB OFFER FROM THE
SETTLEMENT**

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Aramark Uniform & Career Apparel, LLC ("Contractor") providing you with money and/or a potential job offer into a higher paying job classification, you agree that you will not file any lawsuit against Contractor for allegedly violating Executive Order 11246 in connection with its placement procedures for initial hires production positions at the Contractor's facility located at 1112 Florence Street, Evansville, Indiana 47710. It also says that Contractor 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 and/or a potential job offer.

In consideration of the payment of at least \$46.43 (less deductions required by law) and/or a potential job offer for a higher paid production positions identified in Schedule A of this facility's Collective Bargaining Agreement by the Contractor to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Contractor, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, 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 the selection procedures for applicants for production positions at the Contractor's facility, located at 1112 Florence Street, Evansville, Indiana 47710, during the period from January 1, 2013 through October 30, 2014.

II.

I understand that Contractor denies that it treated me unlawfully or unfairly in any way and that Contractor entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment and/or a potential job offer described above to resolve without further legal proceedings all issues related to OFCCP's compliance reviews of Contractor initiated on August 8, 2014. I further agree that the payment of the aforesaid sum and/or a potential job offer by Contractor to me is not to be construed as an admission of any liability by the Contractor.

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.

I understand that if I do not sign this Release and return it to

XXXX
Name
Title
Address
Phone
XXXX

such that it is postmarked or hand-delivered by [DATE], I will not be entitled to receive any payment (less deductions required by law) and/or a potential job offer for a Production position.

IN WITNESS WHEREOF, I have signed this document of my own free will.

Signature: _____ Date: _____

Printed Name: _____

Attachment E (for Hiring)

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 AND/OR A POTENTIAL JOB OFFER FROM THE SETTLEMENT

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Aramark Uniform & Career Apparel, LLC ("Contractor") providing you with money and/or a potential job offer, you agree that you will not file any lawsuit against Contractor for allegedly violating Executive Order 11246 in connection with its hiring procedures for production positions at the Contractor's facility located at 1112 Florence Street, Evansville, Indiana 47710. It also says that Contractor 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 and/or a potential job offer.

In consideration of the payment of at least \$823.11 (less deductions required by law) and/or a potential job offer for a for higher paid production positions identified in Schedule A of this facility's Collective Bargaining Agreement by the Contractor to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Contractor, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, 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 the selection procedures for applicants for production positions at the Contractor's facility, located at 1112 Florence Street, Evansville, Indiana 47710, during the period from August 22, 2012 through October 30, 2014.

II.

I understand that Contractor denies that it treated me unlawfully or unfairly in any way and that Contractor entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment and/or a potential job offer described above to resolve without further legal proceedings all issues related to OFCCP's compliance reviews of Contractor initiated on August 8, 2014. I further agree that the payment of the aforesaid sum and/or a potential job offer by Contractor to me is not to be construed as an admission of any liability by the Contractor.

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.

I understand that if I do not sign this Release and return it to

XXXX
Name
Title
Address
Phone
XXXX

such that it is postmarked or hand-delivered by [DATE], I will not be entitled to receive any payment (less deductions required by law) and/or a potential job offer for a Production position.

IN WITNESS WHEREOF, I have signed this document of my own free will.

Signature: _____ Date: _____

Printed Name: _____

Summary of Important Dates

Date	Action
April 27, 2017	Agreement Executed
June 1, 2017	Notice Sent to Affected Class Members Settlement Funds Segregated into GL Account
June 5, 2017	Notification of Deposited Funds to OFCCP Revised Hiring and Placement Process Sent to OFCCP
July 1, 2017	Class Member's 1 st Response Due Date
July 15, 2017	Response List Sent to OFCCP
August 1, 2017	Documentation Submitted to OFCCP Indicating Training of Hiring/Placement Officials Was Completed
August 15, 2017	OFCCP Will Provide Alternate Addresses
September 1, 2017	Second Notice to Affected Class Members
October 1, 2017	Class Member's 2 nd Response Due Date (last chance)
October 6, 2017	Aramark Establishes and Submits a Priority Employment/Placement List
October 15, 2017	Aramark Mails First Checks
December 15, 2017	Uncashed Checks are Void Second Distribution to all Eligible Recipients
February 1, 2018	First Progress Report Due
February 15, 2018	Settlement Fund Account Closed
August 1, 2018	Second Progress Report Due
February 1, 2019	Third Progress Report Due
May 31, 2019	All Placements and Hires Completed
August 1, 2019	Fourth Progress Report Due