

**Conciliation Agreement  
Between the  
U.S. Department of Labor  
Office of Federal Contract Compliance Programs  
and  
Asplundh Tree Expert, LLC  
600 Guy Paine Road, Building 102, Suite C-203  
Macon, Georgia 31206-2069**

**PART I. PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated the facility of Asplundh Tree Expert, LLC ("Asplundh") located at 600 Guy Paine Road, Building 102, Suite C-203, Macon, Georgia, and found that Asplundh was not in compliance with Executive Order 11246, as amended ("E.O. 11246" or "Executive Order"), and its implementing regulations at 41 C.F.R. §§ 60-1.4(a), 60-1.12(a), and 60-20.5. OFCCP notified Asplundh of the specific violations alleged and the corrective actions required in a Notice of Violation ("NOV") issued on April 25, 2017. 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 Asplundh enter into this contract ("Agreement" or "Conciliation Agreement") and agree to all the terms stated below.

**PART II. GENERAL TERMS AND CONDITIONS**

1. In exchange for Asplundh'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 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 Asplundh violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Asplundh 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 Asplundh's compliance. Asplundh will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. This Agreement does not constitute an admission by Asplundh of any violation of or noncompliance with any laws or of any other wrongdoing whatsoever, including but not limited to any violation of E.O. 11246, Section 503 of the Rehabilitation Act of 1973 (as amended ("Section 503"), the Vietnam Era Veterans' Readjustment Assistance Act of 1974 ("VEVRAA") and their implementing regulations at 41 C.F.R. Chapter 60, or other laws, nor has there been an adjudicated finding that Asplundh violated any laws.

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4. Asplundh understands that nothing in this Agreement relieves Asplundh of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment laws.
5. Asplundh 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 E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).
6. OFCCP and Asplundh ("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").
10. This Agreement will expire sixty (60) days after Asplundh submits the final progress report required in Part IV below, unless OFCCP notifies Asplundh in writing prior to the expiration date that Asplundh has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date OFCCP determines Asplundh 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 Asplundh violates the Conciliation Agreement,
  - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
    - 1) If OFCCP believes that Asplundh violated any term of the Agreement while it was in effect, OFCCP will send Asplundh a written notice stating the alleged violations and summarizing any supporting evidence.
    - 2) Asplundh 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.

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- 3) If Asplundh 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) Asplundh 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. ALLEGED VIOLATIONS AND REMEDIES**

**VIOLATION:** Personnel activity data provided by Asplundh for the period of February 15, 2015 through December 31, 2015 revealed that from a qualified pool of (7)(E) white applicants, Asplundh hired (7)(E) for Groundperson, Tree Trimmer, and Equipment Operator (“utility”) positions. During the same period, from a qualified pool of (7)(E) black applicants, Asplundh hired (7)(E) for utility positions. This disproportionate hiring pattern is statistically significant at the level of (7)(E) standard deviations. After examining personnel records, interviewing selection officials, as well as considering anecdotal evidence gathered during the investigation, OFCCP determined that this practice of disproportionately hiring white applicants was based on race and not based on legitimate differences in qualifications. Accordingly, OFCCP alleges that Asplundh discriminated against 124 qualified black applicants (“Affected Applicants”) not hired into utility positions because of their race, in violation of 41 C.F.R. § 60-1.4(a) (1).

**REMEDY:** Asplundh agrees to the following:

- A. **Notice.** By March 1, 2019, Asplundh, shall notify the 124 affected applicants listed in Attachment A of the terms of this Agreement by mailing by Certified Mail, Return Receipt Requested to each individual in the affected class the: Notice to Affected Class (Attachments B, "Notice"), Information Verification and Interest Form (Attachments C, "Interest Form"), the Release of Claims (Attachments D, "Release"), an IRS Form W-4, and a postage paid return envelope.<sup>1</sup> Asplundh will notify OFCCP of all letters returned as undeliverable by May 1, 2019. In addition, by May 1, 2019, Asplundh, through its designated claims administrator, will provide OFCCP with a list of the individuals in the affected class who have not yet responded to the Notice by the suspense date of April 15, 2019, and/or have not returned a signed Interest Form.

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<sup>1</sup> For those applicants who did not provide a mailing address during the application process, Asplundh will contact them by the email address provided and request a physical mailing addresses. Asplundh will follow the procedures herein for those individuals who respond and provide a mailing address.

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OFCCP will then attempt to obtain and provide updated addresses to Asplundh by May 31, 2019. Asplundh shall mail by June 21, 2019, via Certified Mail, Return Receipt Requested a second Notice, Interest Form, IRS Form W-4 and postage paid return envelope to all individuals for whom updated addresses were obtained with a suspense date of August 2, 2019.

- B. Eligibility. All members of the affected class (listed on Attachment A) who sign and return the fully executed Interest Form, Release of Claims Form, and Form W-4 to Asplundh by the postmark date of April 15, 2019 on the envelope for the first Notice or by the postmarked date of August 2, 2019 on the envelope for the second Notice with the attached forms ("Eligible Class Members") will receive a share of the monetary settlement. Any member of the affected class who does not return a fully executed Interest Form, Release of Claims Form and Form W-4 to Asplundh's designated claims administrator by the postmarked date of April 15, 2019 on the envelope for the first Notice or by August 2, 2019 on the envelope for the second Notice will not be entitled to payment under this Agreement and is not an Eligible Class Member.

By August 23, 2019, Asplundh's designated claims administrator will provide OFCCP with a list of the Eligible Class Members (individuals who returned the Interest Form and Form W-4 by the deadline). By September 6, 2019, OFCCP will approve the final list of Eligible Class Members or discuss with Asplundh 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, Asplundh will distribute among the Eligible Class Members the total amount of \$55,000.00 (\$50,000.00 in back pay and \$5,000.00 in interest, less deductions required by law from back pay only, such as required withholdings and Eligible Class Members' share of FICA taxes), in equal shares among all Eligible Class Members on the final approved list. Asplundh will pay to the appropriate government agency or agencies the taxes withheld from the Eligible Class Member's portion allocated as back pay, together with Asplundh's share of social security withholdings, and will mail to each Eligible Class Member an IRS W-2 Form for the portion of the payment representing back pay and an IRS-1099 Form for the portion of the payment representing interest. These IRS W-2 and 1099 forms will be mailed within the time period required by law. Asplundh will disburse the monetary settlement within 30 calendar days after OFCCP approves the final list of Eligible Class Members.

Within 30 calendar days of Asplundh's designated claims administrator's receipt of a check to an Eligible Class Member returned as undeliverable, Asplundh will notify OFCCP of this fact via e-mail sent to Charles Robinson [\(b\) \(6\), \(b\) \(7\)\(C\)@dol.gov](mailto:(b) (6), (b) (7)(C)@dol.gov). OFCCP will attempt to locate the Eligible Class Member, and if OFCCP obtains an alternate address, Asplundh will re-mail the check within 20 calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 days after the date the check was mailed to the Eligible Class Member will be void.

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- D. Employment: As utility positions become available, Asplundh will make job offers, via email, to Eligible Class Members who express interest in employment on the Claim Form and are not currently employed by Asplundh. The written job offer shall include the job title and have a wage rate of no less than the current starting hourly wage for the position being offered. Asplundh will make these job offers until five Eligible Class Members are hired, or until the list of Eligible Class Members expressing an interest in employment is exhausted, whichever occurs first.

Asplundh will initiate its hiring process of Eligible Class Members by October 7, 2019, and will complete its hiring obligations under this section within 1 year of the Effective Date of this Agreement. Asplundh will invite all Eligible Class Members who expressed an interest in employment on the Claim Form to begin the application process. Subject to the number of required hires made or the list of Eligible Class Members who apply is exhausted, whichever occurs first, Asplundh will give priority to qualified Eligible Class Members over other candidates within the commuting area of the position being offered. To be considered qualified for employment, Eligible Class Members must meet all minimum requirements for the job for which they applied.

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 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 Asplundh without providing Asplundh 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, Asplundh 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. Asplundh will provide the Eligible Class Members the same training opportunities and opportunity to earn overtime and shift differentials as other similarly-situated 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 during the review period specified above. Such retroactive seniority shall be provided solely for purposes of vacation, paid personal business or illness days, Income Extension Aid, Family Medical Leave Act, and other mandated state or local leaves.
- F. Selection Procedures: Asplundh will cease and desist the use of all selection procedures which resulted in discrimination against black applicants for utility positions. Asplundh 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 utility positions are made in non-discriminatory manner. Asplundh will also ensure that all

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stages of its revised selection procedures are in compliance with 41 C.F.R. § 60-1.4(a) and 41 C.F.R. § 60-3, the Uniform Guidelines on Employee Selection Procedures ("UGESP").

- G. **Training:** Asplundh shall conduct mandatory training for all of its human resource personnel, managers, and supervisors involved in the selection process for utility positions.

Asplundh has submitted documentation that the required training has been completed in July 2017, which included applicant tracking procedures; the neutral application of the qualifications 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 C.F.R. §§ 60-1.4 (a) (1), 60-1.12(a) and 41 C.F.R. § 60-3.

The training also covered 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 Asplundh's commitment to diversity and non-discriminatory hiring.

Asplundh will not be subject to further reporting requirements for documenting the training.

**PART IV. REPORTS REQUIRED**

Asplundh 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 by May 1, 2019, 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 by August 23, 2019, to the OFCCP, and shall consist of a list of the Eligible Class Members who returned the Claim Form and Release by the deadline.
- C. Each time an Eligible Class Member's check is returned as undeliverable, Asplundh has 30 days to provide this information to the OFCCP.

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- D. The **third report** shall be due by February 28, 2020, and shall consist of the following information.
1. Documentation of monetary payments to all Eligible Class Members as specified in PART I – The documentation will include the names of each Eligible Class Member who was paid, the check number, the amount of the check, and the date the check cleared the bank.
  2. Asplundh 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, Asplundh will provide the reason for non-placement along with all relevant documentation (e.g., the Eligible Class Member declined a job offer).

**TERMINATION DATE:** This Agreement will expire 60 days after OFCCP receives the final progress report required in Part IV.D. above or on the date that the District Director gives notice to Asplundh that Asplundh has satisfied its reporting requirements, whichever occurs earlier, unless OFCCP notifies Asplundh in writing prior to the end of the 60-day period that Asplundh has not satisfied its reporting requirements pursuant to this Agreement.

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

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PART V. SIGNATURES

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

(6), (7)(C)

Wilmer McWhirter  
Region Manager  
Asplundh Tree Expert, LLC

Date: 1/22/2019

(6), (7)(C)

Samuel Maiden  
Regional Director-Southeast  
OFCCP

Date: 1/24/2019

(6), (7)(C)

Sybil Shy-Demmons  
District Director-Atlanta  
OFCCP

Date: 1/24/2019

(6), (7)(C)

for William R. Glisson  
Assistant District Director-Atlanta  
OFCCP

Date: 1/24/2019

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

Compliance Officer  
OFCCP

Date: 1/23/2019

ATTACHMENT A

LIST OF CLASS MEMBERS

	Last Name	First Name
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# *You may be eligible to get money and a job because of a legal settlement between Asplundh Tree Expert, 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 Asplundh Tree Expert, LLC (Asplundh) 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 a job with Asplundh.

## **ARE YOU AFFECTED?**

Black applicants who applied and were not hired for Groundperson, Tree Trimmer, and Equipment Operator (“utility”) positions at Asplundh’s Macon facility between February 15, 2015 and December 31, 2015, are covered by this settlement.

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

The U.S. Department of Labor’s Office of Federal Contract Compliance Programs (OFCCP) conducted a review of Asplundh’s hiring practices during the period February 15, 2015 through December 31, 2015. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity through affirmative action requirements that apply to federal contractors. OFCCP issued a Notice of Violation alleging that Asplundh discriminated against Black applicants in hiring for Groundperson, Tree Trimmer, and Equipment Operator (“utility”) positions. Asplundh denies those claims. Ultimately, OFCCP and Asplundh 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 Violation issued by OFCCP.

As a result, Asplundh has agreed to pay money to Black applicants who applied for utility positions at this location during the time period described above.

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

Because you applied for a utility position during the relevant time frame, and were not hired, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of approximately \$443** (before taxes). This amount represents your share of back wages and other payments Asplundh 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.

## Notice of Asplundh Tree Expert, LLC Settlement (First Mailing Case #: R00198907)

- (2) **You may be eligible for a job offer.** Asplundh will be making job offers for Utility positions (tree trimmers, equipment operators and ground persons) 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 Asplundh, please express your interest on the enclosed Claim Form.

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

### WHAT IS YOUR NEXT STEP?

You should read this Notice and the enclosed Claim and Release of Claims Under Executive Order 11246 ("Release of Claims") forms.

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

To be eligible for a payment and job, you must complete, sign, and return **both** the following enclosed forms, (1) the Claim Form and (2) the Release of Claims Form (Release) to:

Cara Y. Crotty  
Partner - Affirmative Action Practice Group Co-Chair  
Constangy, Brooks, Smith & Prophette LLP  
1301 Gervais St., Suite 810, Columbia, SC 29201-3326

**DEADLINE: The forms must be postmarked or delivered by April 15, 2019.**

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

**If you fail to return both of the required forms by the deadline above, or if your forms do not verify your eligibility, you will not be eligible to receive any money, consideration for job opportunities or any other benefits that are available to you by the settlement.**

### HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact OFCCP Assistant District Director Charles Robinson at 404-893-4575 or via email at (b) (6), (b) (7)(C) [dol.gov](mailto:cdol@dol.gov). You can also visit the U.S. Department of Labor Web site about this case at [www.dol.gov/ofccp/cml](http://www.dol.gov/ofccp/cml).

# Claim Form (First Mailing)

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

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

**DEADLINE: This form must be completed and postmarked or delivered by April 15, 2019.**

You may be eligible for a back wage payment from the settlement and you can express interest in a job offer. You can receive a back wage payment even if you do not express interest in a job.

To receive benefits (such as back wages or a job offer), you must complete and return this Claim Form and the enclosed Release of Claims Form. Both must be postmarked or delivered **by April 15, 2019** to:

Cara Y. Crotty  
Partner - Affirmative Action Practice Group Co-Chair  
Constangy, Brooks, Smith & Prophette LLP  
1301 Gervais St., Suite 810, Columbia, SC 29201-3326

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

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

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**This Claim Form will only be used for the following purposes:**

- **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**
- **To allow you to express interest in the jobs being offered as a result of the settlement.**

**NOTE: This Claim Form is only for the person to whom it was sent and cannot be transferred or used by another person who is not listed as a class member as part of the settlement. Class members cannot be retaliated against for filing a claim.**

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

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

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

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

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

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

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

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

**Please provide your social security number** \_\_\_\_\_  
*Your Social Security Number is required in order to process your payment for tax purposes.  
Your Social Security Number will not be used for any other purpose.*

**Notify Assistant District Director Charles Robinson at 404-893-4575 or via email at (b) (6), (b) (7)(C)@dol.gov if your address changes, or contact us if you have any questions about this Claim Form, the Notice, or the settlement.**

**Step 2: Inform us if you are interested in a position as a Groundperson, Tree Trimmer, or Equipment Operator (“utility”) position:**

- Yes, I am still interested in utility positions with Asplundh Tree Expert, LLC.
- No, I am not currently interested in utility positions with Asplundh Tree Expert, LLC.
- I am currently employed by Asplundh Tree Expert, LLC.

**Step 3: Sign and return this Claim Form along with the Release of Claim Form to:**

Cara Y. Crotty  
Partner - Affirmative Action Practice Group Co-Chair  
Constangy, Brooks, Smith & Prophette LLP  
1301 Gervais St., Suite 810, Columbia, SC 29201-3326

I certify the above as true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246 (First Mailing)

This Release of Claims under Executive Order 11246 ("Release of Claims") is a legal document. This document states that in return for Asplundh Tree Expert, LLC ("Asplundh") paying you back wages, you agree that you will not file any lawsuit against Asplundh for allegedly violating Executive Order 11246 in connection with its selection procedures of applicants for Groundperson, Tree Trimmer, and Equipment Operator ("utility") positions. It also says that Asplundh does not admit it violated any laws. This Release of Claims 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 a back wage payment by Asplundh to me, which I agree is acceptable under this agreement only, I \_\_\_\_\_ agree to the following:  
print name

I.

I hereby waive, release and forever discharge Asplundh, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my non-selection for employment utility positions on the basis of my race at any time through the effective date of this Release.

II.

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

III.

I declare that I have read this Release of Claims 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 of Claims.

IV.

I understand that if I do not sign this Release of Claims and return it to Asplundh **by April 15, 2019**, I will not be entitled to receive any payment (less deductions required by law) from Asplundh.

IN WITNESS WHEREOF, I have signed this document on this \_\_\_\_\_ day of  
\_\_\_\_\_, 2019.

\_\_\_\_\_  
Signature

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Black applicants who applied and were not hired for Groundperson, Tree Trimmer, and Equipment Operator (“utility”) positions at Asplundh’s Macon facility between February 15, 2015 and December 31, 2015, are covered by this settlement.

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

The U.S. Department of Labor’s Office of Federal Contract Compliance Programs (OFCCP) conducted a review of Asplundh’s hiring practices during the period February 15, 2015 through December 31, 2015. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity through affirmative action requirements that apply to federal contractors. OFCCP issued a Notice of Violation alleging that Asplundh discriminated against Black applicants in hiring for Groundperson, Tree Trimmer, and Equipment Operator (“utility”) positions. Asplundh denies those claims. Ultimately, OFCCP and Asplundh 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 Violation issued by OFCCP.

As a result, Asplundh has agreed to pay money to Black applicants who applied for utility positions at this location during the time period described above.

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

Because you applied for a utility position during the relevant time frame, and were not hired, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of approximately \$443** (before taxes). This amount represents your share of back wages and other payments Asplundh 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.

## Notice of Asplundh Tree Expert, LLC Settlement (Second Mailing Case #: R00198907)

- (2) **You may be eligible for a job offer.** Asplundh will be making job offers for Utility positions (tree trimmers, equipment operators and ground persons) 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 Asplundh, please express your interest on the enclosed Claim Form.

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

### WHAT IS YOUR NEXT STEP?

You should read this Notice and the enclosed Claim and Release of Claims Under Executive Order 11246 ("Release of Claims") forms.

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

To be eligible for a payment and job, you must complete, sign, and return **both** the following enclosed forms, (1) the Claim Form and (2) the Release of Claims Form (Release) to:

Cara Y. Crotty  
Partner - Affirmative Action Practice Group Co-Chair  
Constangy, Brooks, Smith & Prophette LLP  
1301 Gervais St., Suite 810, Columbia, SC 29201-3326

**DEADLINE: The forms must be postmarked or delivered by August 2, 2019.**

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

**If you fail to return both of the required forms by the deadline above, or if your forms do not verify your eligibility, you will not be eligible to receive any money, consideration for job opportunities or any other benefits that are available to you by the settlement.**

### HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact OFCCP Assistant District Director Charles Robinson at 404-893-4575 or via email at **(b) (6), (b) (7)(C)** [dol.gov](mailto:charles.robinson@dol.gov). You can also visit the U.S. Department of Labor Web site about this case at [www.dol.gov/ofccp/cml](http://www.dol.gov/ofccp/cml).

# Claim Form (Second Mailing)

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

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

**DEADLINE: This form must be completed and post-marked or delivered by August 2, 2019.**

You may be eligible for a back wage payment from the settlement and you can express interest in a job offer. You can receive a back wage payment even if you do not express interest in a job.

To receive benefits (such as back wages or a job offer), you must complete and return this Claim Form and the enclosed Release of Claims Form. Both must be postmarked or delivered **by August 2, 2019** to:

Cara Y. Crotty  
Partner - Affirmative Action Practice Group Co-Chair  
Constangy, Brooks, Smith & Prophette LLP  
1301 Gervais St., Suite 810, Columbia, SC 29201-3326

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

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

\*\*\*

**This Claim Form will only be used for the following purposes:**

- **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**
- **To allow you to express interest in the jobs being offered as a result of the settlement.**

**NOTE: This Claim Form is only for the person to whom it was sent and cannot be transferred or used by another person who is not listed as a class member as part of the settlement. Class members cannot be retaliated against for filing a claim.**

Claim Form  
Asplundh Tree Expert, LLC Settlement (Case #: R00198907)

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

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

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

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

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

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

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

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

**Please provide your social security number** \_\_\_\_\_  
*Your Social Security Number is required in order to process your payment for tax purposes.  
Your Social Security Number will not be used for any other purpose.*

**Notify Assistant District Director Charles Robinson at 404-893-4575 or via email at (b) (6), (b) (7)(C)@dol.gov if your address changes, or contact us if you have any questions about this Claim Form, the Notice, or the settlement.**

**Step 2: Inform us if you are interested in a position as a Groundperson, Tree Trimmer, or Equipment Operator (“utility”) position:**

- Yes, I am still interested in utility positions with Asplundh Tree Expert, LLC.
- No, I am not currently interested in utility positions with Asplundh Tree Expert, LLC.
- I am currently employed by Asplundh Tree Expert, LLC.

**Step 3: Sign and return this Claim Form along with the Release of Claim Form to:**

Cara Y. Crotty  
Partner - Affirmative Action Practice Group Co-Chair  
Constangy, Brooks, Smith & Prophette LLP  
1301 Gervais St., Suite 810, Columbia, SC 29201-3326

I certify the above as true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246\_(Second Mailing)

This Release of Claims under Executive Order 11246 ("Release of Claims") is a legal document. This document states that in return for Asplundh Tree Expert, LLC ("Asplundh") paying you back wages, you agree that you will not file any lawsuit against Asplundh for allegedly violating Executive Order 11246 in connection with its selection procedures of applicants for Groundperson, Tree Trimmer, and Equipment Operator ("utility") positions. It also says that Asplundh does not admit it violated any laws. This Release of Claims 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 a back wage payment by Asplundh to me, which I agree is acceptable under this agreement only, I \_\_\_\_\_ agree to the following:  
print name

I.

I hereby waive, release and forever discharge Asplundh, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my non-selection for employment utility positions on the basis of my race at any time through the effective date of this Release.

II.

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

III.

I declare that I have read this Release of Claims 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 of Claims.

IV.

I understand that if I do not sign this Release of Claims and return it to Asplundh **by August 2, 2019**, I will not be entitled to receive any payment (less deductions required by law) from Asplundh.

IN WITNESS WHEREOF, I have signed this document on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Signature