

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

OFFICE OF FEDERAL CONTRACT COMPLIANCE)	
PROGRAMS, UNITED STATES DEPARTMENT)	
OF LABOR,)	
)	
Plaintiff,)	Case No. 2017-OFC-00008
)	
v.)	
)	
CINTAS CORPORATION (FACILITY #425),)	
)	
Defendant.)	

CONSENT DECREE AND ORDER

Plaintiff, Office of Federal Contract Compliance Programs, U.S. Department of Labor (“OFCCP”) commenced this action by filing an administrative complaint against Cintas Corporation (Facility #425) (“CINTAS”) on January 19, 2017, alleging violations of the obligations imposed upon federal contractors and subcontractors by Executive Order 11246 (30 Fed. Reg. 12319), as amended (“E.O. 11246”), and its implementing regulations at 41 C.F.R. Chapter 60, from at least September 2011 at its Facility #425 located in Philadelphia, Pennsylvania.

OFCCP and CINTAS desire to resolve this action and therefore have entered into a complete and satisfactory compromise and settlement of the claims raised in the administrative complaint, as set forth herein. This Consent Decree (“Decree”) constitutes a full and final resolution of all issues arising from OFCCP’s compliance review of CINTAS’ Facility #425. The parties agree that this Decree shall constitute the final administrative order in this case.

I. JURISDICTION AND PROCEDURAL HISTORY

1. The U.S. Department of Labor, Office of Administrative Law Judges, has jurisdiction in this matter pursuant to Sections 208 and 209 of E.O. 11246, 41 C.F.R. Part 60-1, 41 C.F.R. Part 60-30, 41 C.F.R. Part 60-300, and 41 C.F.R. § 60-741.65.
2. Defendant CINTAS provides uniform and apparel, facility services, commercial services, first aid, fire protection, and document management for approximately 800,000 businesses including government and non-government entities. It operates more than 430 facilities worldwide and employs approximately 30,000 people.
3. Defendant's Facility #425, located in Philadelphia, Pennsylvania, focuses on the rental, cleaning, and embroidery of uniforms and apparel. The facility also delivers supplies and office mats, and provides cleaning services.
4. At all relevant times, CINTAS held federal contracts in excess of \$10,000 per year, has been a government contractor within the meaning of E.O. 11246 and has been subject to the contractual obligations imposed on government contractors and subcontractors by E.O. 11246 and the implementing regulations issued thereunder.
5. OFCCP initiated a compliance review of CINTAS's Facility #425 on February 6, 2013, with a review period of September 1, 2011 through August 31, 2012.
6. OFCCP issued a Notice of Violations to CINTAS on September 23, 2015 advising CINTAS of OFCCP's findings. Conciliation efforts were unsuccessful and the matter was referred to the Office of the Solicitor of Labor for administrative enforcement.

II. GENERAL PROVISIONS

7. This Decree shall constitute the final Administrative Order in this case and shall have the same force and effect as an order made after a full hearing and final review by the Administrative Review Board.
8. This Decree constitutes full and final settlement and resolution of all issues, actions, causes of action and claims arising out of the administrative complaint filed in this matter. There will be no modifications or amendments to this Decree unless they are in writing and signed by all parties.
9. This Decree does not constitute an admission by CINTAS of any violation of Executive Order 11246, as amended, and its implementing regulations at 41 C.F.R. Chapter 60, and CINTAS does not admit to any violation alleged by OFCCP in the above-captioned administrative proceeding.
10. The Effective Date of this Decree shall be the date on which this Decree is signed by the Administrative Law Judge.
11. This Decree shall be binding on CINTAS, its successors, assigns, divisions and subsidiaries, and shall apply to CINTAS' policies and procedures related to its hiring and compensation, at Facility #425 during the term of this Decree.
12. Nothing herein relieves CINTAS from compliance with the requirements of E.O. 11246, Section 503, VEVRAA and/or 41 C.F.R. Chapter 60. Compliance with this Decree shall constitute compliance only with respect to those issues which are within the scope of this Decree.

13. In computing any time period specified in this Decree, every calendar day shall be counted unless otherwise specified herein. Any time an action or deadline falls on a weekend or Federal holiday, the deadline for any such actions shall be the next business day.
14. As long as it remains a federal contractor subject to E.O. 11246, Section 503, and VEVRAA, CINTAS will not harass, intimidate, threaten, coerce or discriminate, or otherwise retaliate against any individual because the individual has provided either information or assistance to OFCCP (or its agents, servants or employees) during the course of this litigation; benefits from this Decree; 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), 41 C.F.R. § 60-300.69 or 41 C.F.R. § 741.69.
15. The Office of Administrative Law Judges shall retain jurisdiction of this proceeding for the sole purpose of enforcing implementation of this Decree in accordance with its terms, for a period of 30 months following the Effective Date of this Decree. However, in the event that CINTAS has not satisfied its obligations under this Decree at the expiration of 30 months, the Office of Administrative Law Judges shall retain jurisdiction until 90 days after such time as CINTAS has satisfied its obligations. Other than as provided above, this Decree shall terminate in its entirety 30 months following the Effective Date of this Decree, and no provisions of this Decree shall survive beyond this Decree's termination.
16. CINTAS agrees that OFCCP may review compliance with this Decree as described herein.
17. This Decree does not preclude OFCCP from initiating enforcement proceedings based on complaint investigations initiated pursuant to 41 C.F.R. §§ 60-1.21 through 1.24, or based on OFCCP's monitoring of CINTAS's compliance with the terms of this Decree in

accordance with the provisions set forth in this Decree. During the term of this Decree, OFCCP will not conduct compliance evaluations of Facility #425 pursuant to 41 C.F.R. § 60-1.20 and/or pursuant to OFCCP's administratively neutral selection system.

III. SPECIFIC PROVISIONS

18. The parties desire to enter into a just and reasonable resolution of this matter without further proceedings. To that end, they have negotiated in good faith and have executed this Decree with the following specific provisions:

A. BACK PAY AND INTEREST

19. In settlement of all claims for back pay, interest, and other monetary relief, within 25 days of the Effective Date of this Decree, CINTAS shall deposit \$424,463.52 (four hundred twenty-four thousand four hundred sixty-three dollars and fifty-two cents) into an escrow account. The \$424,463.52 shall be allocated as follows: a total of \$354,463.52 in back pay and interest for the compensation claim, consisting of \$281,200.10 in back pay and \$73,263.42 in interest and a total of \$70,000.00 in back pay and interest for the hiring claim, consisting of \$68,876.04 in back pay and \$1,123.96 in interest. Within 30 days of the Effective Date of this Decree, CINTAS will notify OFCCP that this action has been taken and will identify to OFCCP a person who can be contacted regarding the account.
20. The total monetary settlement of \$424,463.52 is a negotiated amount that represents estimated back pay and interest for the claims regarding hiring of Garment Inspectors/Hangers and the claims regarding compensation of Laborers set out in the administrative complaint (the "Monetary Settlement"). No expenses incurred in the creation, maintenance, distribution, or administration of the Monetary Settlement will be

funded from the Monetary Settlement, including employer's statutory payroll contributions (such as FICA, FUTA and any state-specific obligations).

21. The back pay and interest amount, less legal deductions required by law on the portion representing back pay only such as federal (FICA and FUTA), state and/or local programs and taxes, will be distributed among the eligible class members in accordance with the provisions of Section III of this Decree.

B. HIRING

Notice to Hiring Class Members

22. Within 15 calendar days of the Effective Date of this Agreement, CINTAS must notify the Garment Inspector/Hanger applicants shown on 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 Applicants, Claim Form, Release of Claims Under Executive Order 11246, Application for Employment as a Garment Inspector/Hanger ("Application for Employment"), and a postage paid return envelope. CINTAS will notify OFCCP of all letters returned as undeliverable within 15 calendar days from such return. In addition, within 15 calendar days after expiration of the response deadline set out in the Claim Form, CINTAS will provide OFCCP with a list of the individuals in the affected class who have not yet responded to the Notice to Affected Applicants and/or have not returned a signed Claim Form. OFCCP will then attempt to obtain and provide updated addresses to CINTAS within 15 calendar days of receiving the list from CINTAS. Within 15 calendar days of receiving the updated addresses, CINTAS will mail by certified mail, return receipt requested, a second Notice to Affected Applicants, Claim Form, Release of

Claims Under Executive Order 11246, Application for Employment, and a postage paid return envelope to all individuals for whom updated addresses were obtained.

Eligibility of Hiring Class Members

23. All members of the affected class (listed on Attachment A) who complete, sign, and return the Claim Form and Release of Claims Under Executive Order 11246 within 45 days of the postmarked date on the envelope containing the first or second Notice to Affected Applicants and Claim Form (“Eligible Hiring Class Members”) will receive a share of the monetary settlement and, if indicating an interest in employment by filling out the included Application for Employment, will be eligible to be considered for a job as a Garment Inspector/Hanger pursuant to this Agreement. If an individual receives, but does not return the Claim Form to CINTAS within 45 days of the postmarked date on the envelope containing the first or second Notice to Affected Applicants and Claim Form, he will no longer be entitled to a payment or consideration for a job as a Garment Inspector/Hanger under this Agreement.
24. Within 15 days of the latest response deadline set out in the Claim Form, CINTAS will provide OFCCP with a list of the Eligible Hiring Class Members (individuals who returned the Claim Form by the deadline), noting which ones also returned a completed Application for Employment. Within 15 days after receiving the list, OFCCP will approve the final list of Eligible Hiring Class Members or discuss with CINTAS any issues necessary to finalize the list, such as inclusion or exclusion of certain individuals.
25. All Eligible Hiring Class Members are entitled to their share of the monetary settlement regardless of whether they are interested in employment with CINTAS.

Monetary Settlement

26. CINTAS agrees to distribute \$70,000.00 (\$68,876.04 in back pay and \$1,123.96 in interest), less legal deductions required by law from back pay only (such as federal, state and/or local contributions and taxes in equal shares among all Eligible Hiring Class Members on the final approved list. CINTAS will pay the Internal Revenue Service (“IRS”) the employer’s share of social security withholdings and will mail each Eligible Hiring Class Member an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. These IRS forms will be mailed at the end of the year. CINTAS will disburse the monetary settlement within 15 calendar days after OFCCP approves the final list of Eligible Hiring Class Members entitled to receive a portion of the payment.
27. Within 15 calendar days of CINTAS’s receipt of a check to an Eligible Hiring Class Member that has been returned as undeliverable, Cintas will notify OFCCP of this fact via email sent to Ed Rogers, at Rogers.Edward@dol.gov. OFCCP will attempt to locate the Eligible Hiring Class Member, and if OFCCP obtains an alternate address, CINTAS will re-mail the check within 15 calendar days of receiving an alternate or corrected address. With respect to any uncashed funds, CINTAS will make a second distribution to all Eligible Hiring Class Members who cashed their first check by mailing to them checks in equal amounts within 15 calendar days. Any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible Hiring Class Member will be void.

Employment

28. As Garment Inspector/Hanger positions become open, CINTAS will consider qualified Eligible Hiring Class Members not currently employed by CINTAS who expressed interest in employment with CINTAS by timely returning the Application for Employment until two (2) such Eligible Hiring Class Members are hired as a Garment Inspector/Hanger or the list of such Eligible Hiring Class Members expressing interest in employment is exhausted, whichever occurs first. Any employment offer made to an Eligible Hiring Class Member by CINTAS will be sent by certified mail, return receipt requested.
29. Eligible Hiring Class Members will be allowed at least two weeks to report for work after receiving a written job offer from CINTAS, as provided by paragraph 28. The Eligible Hiring Class Members hired into Garment Inspector/Hanger positions pursuant to this Agreement must be paid the current wage rate for the Garment Inspector/Hanger position and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other newly hired Garment Inspector/Hanger employees. In addition, all such Eligible Hiring Class Members hired as Garment Inspector/Hangers must have retroactive seniority using the original application as their hire date for all purposes, including job retention, job bidding, and benefits.

Updated Hiring Process

30. CINTAS agrees to immediately cease using any selection procedures that result in adverse impact, as defined in 41 C.F.R. § 60-3.4D, against male or Black Garment Inspector/Hanger applicants until they are validated in accordance with 41 C.F.R. Part 60-3. CINTAS agrees to comply with all OFCCP regulations concerning selection procedures, including 41 C.F.R. Part 60-3. CINTAS will not use any selection procedure that has an

adverse impact on applicants of a particular race or sex unless it properly validates the procedure according to these regulations.

31. CINTAS will update, in writing, the practices, policies, and procedures it uses to select applicants for Garment Inspector/Hanger positions (“Updated Hiring Process”). Specifically, CINTAS will:

- a. create a job description and selection process for Garment Inspectors/Hangers which describe 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;
- b. develop specific, job-related qualification standards for Garment Inspectors/Hangers that reflect the duties, functions, and competencies of the position to minimize the potential for race- and sex-based stereotyping or other unlawful discrimination;
- c. ensure all policies and qualification standards are uniformly applied to all applicants; and
- d. list clearly on its recruiting materials and job postings the minimum qualifications, including required skills and certifications.

32. CINTAS will write and implement procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process. CINTAS will write and implement procedures to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3.

33. Within 90 calendar days of the Effective Date of this Agreement, CINTAS will train all individuals involved in any way in recruiting, selecting and tracking applicants for Garment Inspector/Hanger positions on the Updated Hiring Process. The training will include instruction in: the proper implementation of the recruitment, tracking, and selection procedures; neutral application of the specified qualifications and criteria that will be used at each step in the hiring process; the procedures to be used to document the decision made at each step in the hiring process; 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. CINTAS will meet with management and all individuals responsible for the selection process and review its equal employment obligations and nondiscrimination policies related to hiring. Specific attention will be directed to ensure that male and Black Garment Inspector/Hanger applicants who benefit from the provisions of this Agreement are not retaliated against.

C. COMPENSATION

Notice to Compensation Class Members

34. Within 15 calendar days of the Effective Date of this Agreement, CINTAS must notify the female Laborers shown on Attachment B 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, Claim Form, Release of Claims Under Executive Order 11246, and a postage paid return envelope. CINTAS will notify OFCCP of all letters returned as undeliverable within 15 calendar days of such return. In addition, within 15 calendar days after expiration of the response deadline set out in the Claim Form, CINTAS will provide OFCCP with a list of the individuals in the affected class who have not yet responded to the Notice to Affected Class and/or have not returned a signed Claim Form. OFCCP will

then attempt to obtain and provide updated addresses to CINTAS within 15 calendar days of receiving the list from CINTAS. Within 15 calendar days of receiving the updated addresses, CINTAS will mail by certified mail, return receipt requested, a second Notice to Affected Class, Claim Form, Release of Claims Under Executive Order 11246, and a postage paid return envelope to all individuals for whom updated addresses were obtained.

Eligibility of Compensation Class Members

35. All members of the affected class (listed on Attachment C) who complete, sign, and return the Claim Form and Release of Claims Under Executive Order 11246 within 45 days of the postmarked date on the envelope containing the first or second Notice to Affected Applicants and Claim Form (“Eligible Female Class Members”) will receive her share of the monetary settlement specified in Attachment C. If an individual receives, but does not return the Claim Form to CINTAS within 45 days of the postmarked date on the envelope containing the first or second Notice to Affected Applicants and Claim Form, she will no longer be entitled to a payment under this Agreement.
36. Within 15 days of the latest response deadline set out in the Claim Form, CINTAS will provide OFCCP with a list of the Eligible Female Class Members (individuals who returned the Claim Form by the deadline). Within 15 days after receiving the list, OFCCP will approve the final list of Eligible Female Class Members or discuss with CINTAS any issues necessary to finalize the list, such as inclusion or exclusion of certain individuals.

Monetary Settlement

37. Monetary Settlement: CINTAS agrees to distribute \$354,463.52 (\$281,200.10 in back pay and \$73,263.42 in interest) less legal deductions required by law (such as federal, state and/or local contributions and taxes), to all Eligible Female Class Members as outlined in

Attachment C. CINTAS will pay the Internal Revenue Service (“IRS”) the employer’s share of statutory withholdings (FICA, FUTA and state obligations) and will mail each Eligible Female Class Member an IRS W-2 Form for the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. These IRS forms will be mailed at the end of the year. CINTAS will disburse the monetary settlement within 15 calendar days after OFCCP approves the final list of Eligible Female Class Members.

38. Within 15 days of CINTAS’s receipt of a check to an Eligible Female Class Member returned as undeliverable, CINTAS will notify OFCCP of this fact via e-mail sent to Ed Rogers at Rogers.Edward@dol.gov. OFCCP will attempt to locate the Eligible Female Class Member and, if OFCCP obtains an alternate address, CINTAS will re-mail the check within 5 calendar days of receiving an alternate or corrected address. With respect to any uncashed funds, CINTAS will make a second distribution to all Eligible Female Class Members who cashed their first check by mailing checks in equal amounts within 15 calendar days. Any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible Female Class Member will be voided.

Non-Monetary Remedies

39. CINTAS will ensure that all employees are afforded equal employment opportunities, as described in paragraphs 40 and 41 below. CINTAS agrees to continue or implement the corrective actions detailed below.
40. Within 120 days of the Effective Date of this Agreement, CINTAS will review and revise, as necessary, its compensation system and all written compensation guidelines to ensure

that no unlawful sex-based disparity in pay exists between female and male Laborers. In addition, CINTAS will:

- a. Provide all applicants for Laborer positions an equal opportunity to apply for, express interest in, or be hired for these positions regardless of sex, including complete disclosure to all applicants of information about the duties, benefits, working conditions and other aspects of employment for these positions.
- b. Ensure that it does not rely on sex-based stereotypes that have the purpose or effect of steering or channeling women or men into particular positions at hire or disproportionately assigning them particular work or duties, including encouraging or discouraging applicants of one sex from applying for or accepting employment into positions performing certain kinds of work.
- c. Conduct regular reviews to ensure its hiring practices are consistent with the Uniform Guidelines on Employee Selection Procedures, 41 C.F.R. § 60-3.

41. Within 180 days of the Effective Date of this Agreement, CINTAS will evaluate the effects of all policies, procedures, and practices involved in the compensation of CINTAS's Laborer positions at Facility #425. CINTAS will determine whether these policies, procedures, and practices have a disproportionately negative effect on the compensation of female Laborer employees. CINTAS will produce a written report of its findings, which will be provided to OFCCP. CINTAS agrees that this report will not be withheld or redacted in whole or in part pursuant to any privilege, including the work product doctrine or the attorney-client privilege. If this evaluation identifies any policy, procedure or practice having a disproportionately negative effect on the compensation of female Laborer employees,

CINTAS will take any and all actions necessary to remedy such effect as soon as possible and not later than 60 days from the completion of the evaluation.

42. Within 120 days of the Effective Date of this Agreement, CINTAS will train all individuals involved in any way in determining compensation for Laborer positions on all new and revised policies, procedures, and programs developed under Paragraph 40 of this Agreement.
43. CINTAS will monitor base salary as well as the administration of non-base compensation and benefits such as overtime assignments/pay, merit awards, etc. for any indication of statistically-significant disparities based on sex and will investigate and remedy any such inequity that may be established.

IV. COMPLIANCE WITH THE EXECUTIVE ORDER AND REPORTING

44. As long as CINTAS remains a federal contractor subject to E.O. 11246, Section 503, and VEVRAA, CINTAS agrees to annually prepare and update Affirmative Action Plans (“AAPs”) for Facility #425 and to retain all supporting documentation as required by E.O. 11246, Section 503, VEVRAA, and their implementing regulations.
45. As long as CINTAS remains a federal contractor subject to E.O. 11246, Section 503, and VEVRAA, CINTAS will periodically perform in-depth analyses of its total employment processes to determine whether and where impediments to equal employment opportunity exist, and will develop and implement an auditing system to periodically measure the effectiveness of its total affirmative action program in accordance with 41 C.F.R. § 60-2.17(b) and (d). CINTAS will incorporate these analyses and determinations into its AAPs.
46. As long as CINTAS remains a federal contractor subject to E.O. 11246, Section 503, and VEVRAA, CINTAS shall ensure that its applicant, hire, personnel and employment records pertaining to Facility #425 are collected and maintained in accordance with the

requirements of 41 C.F.R. Parts 60-1 and 60-3, 41 C.F.R. § 60-300.80(a) and 41 C.F.R. § 60-741.80(a).

47. As long as CINTAS remains a federal contractor subject to E.O. 11246, Section 503, and VEVRAA, CINTAS agrees that it will develop and implement an auditing system that periodically measures the effectiveness of its total AAP as required by 41 C.F.R. §§ 60-2.17(d), 60-300.44(h), and 60-741.44(h).
48. As long as CINTAS remains a federal contractor subject to E.O. 11246, Section 503, and VEVRAA, CINTAS agrees to periodically examine its hiring and promotion processes for adverse impact based on sex, race and/or ethnicity as required by 41 C.F.R. § 60-3.4 and 41 C.F.R. § 60-3.15A (2).
49. CINTAS agrees to prepare and submit two Consent Decree Progress Reports (“Progress Reports”) covering a 24-month (2-year) period. The first Progress Report shall be due April 30, 2020 and cover the 12-month period of April 1, 2019 through March 31, 2020. The second report shall be due April 30, 2021 and cover the 12-month period of April 1, 2020 through March 31, 2021. The reports shall be submitted to: Office of Federal Contract Compliance Programs, attn.: Edward J. Rogers, District Director, 900 Market Street, Room 311, Philadelphia, PA 19107. Each of the Progress Reports shall contain the following information for the 12-month period covered by the report, with the exception of items a-j, to be included in the first report only:
 - a. Documentation of the monetary payment to all Eligible Hiring Class Members. The documentation must include the names of Eligible Hiring Class Members who were paid, and, for each Eligible Hiring Class Member, the number and the amount of the check and the date the check cleared the bank. CINTAS must provide OFCCP

with copies of any canceled checks or equivalent banking documentation upon request, and please note that OFCCP will make every reasonable effort to request such documentation in batches rather than individually;

- b. Documentation of specific hiring activity for Eligible Hiring Class Members who were hired as Garment Inspector/Hangers in accordance with this Decree, including name, date of hire, job title hired into, rate of pay and proof of retroactive seniority and benefits;
- c. For Eligible Hiring Class Members who were considered for employment as Garment Inspectors/Hangers but not hired, CINTAS will provide the reason for non-placement along with all relevant documentation (e.g., documentation that the Eligible Hiring Class Member declined a job offer);
- d. Documentation of the monetary payment to all Eligible Compensation Class Members. The documentation must include the names of Eligible Compensation Class Members who were paid, and, for each Eligible Compensation Class Member, the number and the amount of the check and the date the check cleared the bank. CINTAS must provide OFCCP with copies of all canceled checks or equivalent banking documentation upon request, and please note that OFCCP will make every reasonable effort to request such documentation in batches rather than individually;
- e. Updated practices, policies, and procedures used to select applicants for Garment Inspector/Hanger positions in compliance with paragraph 31;

- f. Documentation to confirm that CINTAS has written and implemented procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process in accordance with 41. C.F.R. § 60-1.12(a) and Part 60-3;
- g. Updated compensation system and written guidelines, as outlined in paragraph 40;
- h. Results of the study conducted for Laborer positions, as outlined in paragraph 41;
- i. Evidence to confirm that CINTAS has written and implemented procedures to ensure that all personnel records are retained in accordance with 41 C.F.R. Parts 60-1 and 60-3, 41 C.F.R. § 60-300.80(a) and 41 C.F.R. § 60-741.80(a);
- j. A description of the training provided to managers and employees in accordance with the training provisions of this Decree, including the names and job titles of the persons conducting the training and attending the training, an outline of the content of the training, any materials provided to participants or used by the trainers to conduct the training, and the cost of the training to CINTAS;
- k. The total number of applicants and hires for Laborer positions during the reporting period, with a breakdown by race, sex, and job title;
- l. A list of all internal placements into and within Laborer positions broken down by employee identification number, race, sex, type of placement at issue, the job group and job title each individual on the list held prior to the placement at issue, the job group and job title each individual on the list held as a result of the placement at issue and the date each such placement occurred. For the purpose of complying with this paragraph, the term “internal placement(s)” of transfers and promotions;

- m. The pool, if any, of all internal candidates who expressed interest in and/or were considered for the internal placements into a Laborer Position, broken down by name, race, sex, job group, and job title;
 - n. The results of CINTAS's analyses of its applicants and hires for Laborer positions, specifically including the impact on women of its applicant screening and hiring, as well as the starting rate of pay for all hires into Laborer positions during the reporting period;
 - o. The actions taken by CINTAS, where action is appropriate, after determining that any component of the selection process has an adverse impact on minorities or women.
 - p. The following data for all employees employed by CINTAS in Laborer positions as of a snapshot date within three months prior to the date the Progress Report is submitted to OFCCP: (1) employee ID; (2) job title; (3) performance rating; (4) race; (5) sex; (6) salary; (7) bonus paid during the prior year; (8) date of hire; (9) date in position; (10) date of termination/rehire (if applicable); and (11) whether an incentive pay structure applies to the position.
 - q. The results of CINTAS's monitoring of base salary as well as the administration of non-base compensation and benefits such as overtime assignments/pay, merit awards, etc. for any indication of statistically-significant disparities based on sex. If a disparity is identified, CINTAS will also submit documentation of any corrective action taken.
50. If upon review of the results of any Progress Report produced in compliance with paragraph 49, OFCCP has a reasonable basis to conclude from its review of any Progress

Report that CINTAS has violated this Decree, the parties shall comply with the provisions of 41 C.F.R. § 60-1.34.

51. CINTAS will retain all records pertinent to the violations resolved by this Decree and the reports submitted under it (including the underlying data/information upon which the reports are based) until the expiration date of this Decree, or consistent with regulatory timeframes, whichever is later.

V. IMPLEMENTATION AND ENFORCEMENT OF THIS DECREE

52. This Decree shall constitute the final administrative order in this case, and shall have the same force and effect as an order made after a full hearing and final review by the Administrative Review Board.
53. The entire record upon which this Decree is based shall consist solely of the administrative complaint, the answer to the administrative complaint by CINTAS, this Consent Decree and Order, and the attachments hereto.
54. The parties waive any further procedural steps provided in 41 C.F.R. Part 60-30 for a final administrative order.
55. The parties waive any right to challenge or contest the validity of the provisions of this Decree.
56. Each party agrees to pay its own fees, costs, and other expenses incurred at any stage of these proceedings.
57. No party shall bring enforcement proceedings for any alleged violation(s) of this Decree with the Office of Administrative Law Judges prior to providing 15 days' written notice to the other party, and the parties shall work together in good faith during the 15-day notice period to attempt to resolve any purported violation. The notice period shall not apply in

those cases in which such a delay would result in irreparable injury to the employment rights of affected Facility #425 employees or applicants.

58. Subject only to the timing provisions set forth in the preceding paragraph, enforcement proceedings for violation of this Decree may be initiated any time upon filing with the Office of Administrative Law Judges a motion for an order of enforcement and/or sanctions.
59. Liability for violation of this Decree may subject CINTAS and its successors, assigns, divisions or subsidiaries to the sanctions set forth in E.O. 11246 and its implementing regulations and other appropriate relief. CINTAS acknowledges that a lack of review by OFCCP and/or a lack of initiating enforcement proceedings by OFCCP will not be construed as approval of any of CINTAS's actions, policies, reports or procedures implemented during the course of this Decree.
60. If a motion for an order of enforcement is unopposed, the motion may be presented to the Administrative Law Judge without hearing, and the proposed order may be implemented immediately. If said application or motion is opposed by any party, the party in opposition shall file a written response within 20 days of service of such motion.

WHEREFORE, the parties move that an Order be entered adopting the above Consent Decree as the final disposition of this matter.

IT IS SO ORDERED:

DATED: _____ ADMINISTRATIVE LAW JUDGE

AGREED BY:

KATE S. O'SCANNLAIN
Solicitor of Labor

OSCAR L. HAMPTON III
Regional Solicitor



ANDREA J. APPEL
Counsel for Civil Rights

DATED: June 28, 2019

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NANCY L. ABELL
Attorney for Defendant

DATED: June 21, 2019

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