

**Conciliation Agreement
Between the
U.S. Department of Labor
Office of Federal Contract Compliance Programs
And
Crothall Laundry Services, Inc.**

Part I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated Crothall Laundry Services, Inc.'s ("Crothall") establishment located at 1800 Parrish Drive SE in Rome, Georgia, beginning on August 7, 2014. OFCCP found that Crothall failed to comply with Executive Order 11246, as amended, ("EO 11246") and its implementing regulations at 41 Code of Federal Regulations ("C.F.R.") Chapter 60.

OFCCP notified Crothall of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on May 17, 2017.

In the interest of resolving the violations without engaging in further legal proceedings, and in exchange for sufficient and valuable consideration described in this document, OFCCP and Crothall enter into this Conciliation Agreement ("Agreement") and its attachments, and the parties agree to all the terms therein.

Part II. GENERAL TERMS AND CONDITIONS

- A. In exchange for Crothall's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under EO 11246, based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Crothall violates any provision of this Agreement as set forth in paragraph I, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
- B. OFCCP may review Crothall's compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Crothall will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents it requests, including those specified in this Agreement.
- C. Nothing in this Agreement relieves Crothall of its obligation to fully comply with the requirements of EO 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws enforcing non-discrimination or equal employment opportunity through affirmative action.
- D. Crothall agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.

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- E. The parties understand the terms of this Agreement and enter into it voluntarily.
- F. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all terms binding the parties and it supersedes all prior written or oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties.
- G. If one or more provisions of this Agreement are deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
- H. This Agreement will expire sixty (60) calendar days after Crothall submits the final progress report required in Part IV below, unless OFCCP notifies Crothall in writing prior to the expiration date that Crothall has failed to fulfilled all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that Crothall has met all of its obligations under the Agreement.
- I. If Crothall violates the Conciliation Agreement:
 - 1. 41 C.F.R. § 60-1.34 will govern:
 - 1. OFCCP will send Crothall a written notice stating the alleged violations and summarizing any supporting evidence.
 - 11. Crothall shall have 15 days from receipt of such notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - 111. If Crothall 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.
 - 2. Crothall may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27 and/or other appropriate relief for violating this Agreement.
- J. Crothall denies any violation of the Executive Order, Section 503 or VEVRAA, nor has there been adjudication on the merits regarding any such violation.
- K. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- L. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.

- M. Each party shall bear its own fees and expenses with respect to this matter.
- N. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
- O. All references to "days" in this Agreement are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

Part III. VIOLATIONS AND REMEDIES

A. VIOLATIONS:

1. VIOLATION: Personnel activity data provided by Crothall for the period of April 1, 2013 through August 6, 2014, revealed that from a qualified pool of [REDACTED] applicants for production positions, Crothall hired [REDACTED] of [REDACTED] male applicants or (7)(E) and [REDACTED] of the [REDACTED] female applicants or (7)(E) of the applicants. This disparate selection rate is statistically significant at the level of (7)(E) standard deviations adverse to female applicants with a shortfall of 9 female hires into production positions. 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 men was based on sex and not based on legitimate differences in qualifications.

Accordingly, OFCCP finds that Crothall has discriminated against 36 female applicants not hired into production positions because of their sex, in violation of 41 CFR 60-1.4(a)(1).

2. VIOLATION: Crothall failed to ensure that all persons under its control do not engage in harassment, intimidation, threats, coercion or discrimination against any individual because the individual has participated or may participate in a compliance evaluation, in violation of 41 CFR 60-1.32(b). Specifically, OFCCP's investigation revealed that Crothall's Production Manager intimidated Hispanic employees and interfered with OFCCP's investigation by instructing these employees not to provide truthful answers to OFCCP about their working conditions during our investigation.
3. VIOLATION: Crothall failed to ensure that employees are treated equally with respect to their employment conditions, in violation of 41 CFR 60-1.4 (a). Specifically, our investigation revealed that black and white employees were subjected to harsher treatment than their Hispanic counterparts, such as higher expectations to meet production standards.

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4. VIOLATION: Crothall failed to perform in-depth analysis of its total employment process to determine whether and where impediments to equal employment opportunity exist as required by 41 CFR § 60-2.1 7(b). Crothall also failed to develop and execute action-oriented programs designed to correct problems areas identified pursuant to 41 CFR § 60-2.1 7(b) and to attain established goals and objectives as required 41 CFR § 60-2.17(c). In addition, the investigation revealed that Crothall failed to make good faith efforts to recruit Black workers, and was unable to demonstrate it developed and executed action-oriented programs or other good faith efforts to remove identified barriers, expand employment opportunities, and produce measurable results for addressing this disparity, as required by 41 CFR § 60-2.17 (c). Interviews with applicants and Crothall personnel revealed a preference for hiring Hispanic over black applicants, through extensive word-of-mouth recruiting. This preference was based on race and not on legitimate differences in qualifications.
5. VIOLATION: During the period April 1, 2013 through August 6, 2014, Crothall failed to collect and maintain personnel and employment records to properly conduct adverse impact analyses in accordance with the requirements of 41 C.F.R. § 60-1.12(a) and Part 60-3. Specifically, Crothall failed to preserve all applications and selection forms for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurred later, and provided incomplete data on results of its hiring selection system affecting the analysis of its selection steps. 41 CFR 60-1.12(a).
6. VIOLATION: During the period April 1, 2013 through August 6, 2014, Crothall failed to identify in the personnel records it retains, where possible, the gender, race and ethnicity of each applicant, in violation of 41 CFR 60-1.12(c) (1) (i) and (ii).
7. VIOLATION: During the period of April 1, 2013 through August 6, 2014, Crothall failed to immediately list all employment openings with either the state workforce agency job bank or a local employment service delivery system serving the location where the openings occurred in violation of 41 CFR 60-300.S(a) 2-6 and 41 CFR 60-300.S(a) 2-6 (2014).

B. HIRING REMEDIES:

1. MONETARY.

- a. Notice. Within 30 calendar days of the signing of this Agreement, Crothall will notify the 36 female applicants who were not hired ("Class Members") and are listed in Attachment A of the terms of this Agreement by mailing by certified mail (return receipt) to each Class Member the: Notice to Class Members (Attachment B, " Notice"), Claim Form (Attachment C, "Claim Form"), the Release of Claims Form (Attachment D, "Release"), and a postage paid return envelope. Class members will have 30 calendar days from the date they receive the Notice to return the completed "Claim Form" and "Release of Claims" to the contact listed on the Notice. Crothall will notify OFCCP of all letters

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returned as undeliverable within 60 calendar days of the effective date of this Agreement. Within 30 calendar days of receiving the list from Crothall, OFCCP will attempt to obtain and provide updated addresses to Crothall. Crothall will have an additional 60 calendar days from receipt of the new addresses to send a second Notice with Attachments B, C and D, described above to the Class Members for whom they have new addresses.

- b. Eligibility. All Class Members (listed on Attachment A) who sign and return the Claim and Release Forms to Crothall within 30 calendar days of the postmarked date on the envelope containing the first or second Notice and its Attachments, are Eligible Class Members and will receive an equal share of the monetary settlement. Additionally, if a class member indicates an interest in employment, she will be eligible to be considered for an entry-level Production position if she meets the minimum qualifications at the time she returns the form and successfully completes the selection process. If a Class Member does not return the Claim and Release Forms to Crothall within 30 calendar days of the postmarked date on the envelope containing the first or second Notice and its Attachments, she will no longer be entitled to any relief pursuant to this Agreement.

Within 15 calendar days after the response deadline set out in the Second Notice to Class Members, Crothall will provide OFCCP with a list of the Eligible Class Members (individuals who returned the Claim Form by the respective deadline).

Within 15 calendar days after receiving the list, OFCCP will approve the final list of Eligible Class Members or discuss with Crothall any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

All Eligible Class Members who appear on the final list of Eligible Class Members approved by OFCCP are entitled to an equal share of the monetary settlement regardless of whether they are interested in employment with Crothall.

- c. Monetary Settlement. Crothall agrees to distribute \$72,000.00, less legal deductions required by law on the portion representing back pay only (such as federal, state and/ or local taxes and the Eligible Class Members' share of FICA taxes), in equal shares among all those on the final Eligible Class Members list. Crothall will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail each Eligible 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, if required. These IRS forms will be mailed at the end of the applicable tax year in which the funds are disbursed. Crothall will disburse the monetary settlement within 30 calendar days after OFCCP approves the final list of Eligible Class Members.

Within 15 calendar days of Crothall's receipt of a check to an Eligible Class Member returned as undeliverable, Crothall will notify OFCCP of this fact via e-mail sent to Compliance Officer (7)(C), (7)(E), (7)(C), (7)(E) @dol.gov. OFCCP will have 15 calendar days to locate the Eligible Class Member, and if OFCCP obtains an alternate address in the designated time period, Crothall will re-mail the check within 15 calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 calendar days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds, Crothall will make a second distribution, in equal shares, to all Eligible Class Members who cashed their first check. If uncashed funds are less than \$20 per Eligible Class Members, Crothall will not have to make a second distribution. Crothall will mail the second distribution to such Eligible Class Members within 135 calendar days after the initial date the checks were mailed to all Eligible Class Members.

2. NON-MONETARY REMEDIES.

- a. Offers of Employment. As vacancies occur in production positions, Crothall will make bona fide offers to affected applicants who have expressed interest in employment and are not then employed by Crothall, until 9 accept job offers or the list of interested Eligible Class Members is exhausted, whichever comes first.

In lieu of retro-active seniority Crothall will provide a one-time payment to each class member that is employed, equal to 10% of the back wages received by that individual Eligible Class Member, not to exceed a total payment by Crothall of \$7,200 for retro-active seniority.

Until the 9 Eligible Class Members accept job offers, these Eligible Class Members will have priority over all other candidates for hire into production positions. As vacancies occur in the production or comparable positions, Crothall shall contact the Eligible Class Members with written job offers in the order Crothall received their Claim and Release Forms, or, if the Forms were received on the same day, in the order of their original application date. The report work date for Eligible Class Members hired pursuant to this Agreement shall be no later than fourteen (14) days after the date the written job offer is accepted. The Eligible Class Member must report to work on the day designated or provide Crothall notice of good cause (e.g., illness) for his/her absence on or before that date. If good cause is provided, the Eligible Class Member must report to work within five (5) days of the original designated start date. Otherwise, Crothall may withdraw the job offer and shall be under no obligation to hire that Eligible Class Member under this Agreement, but remains obligated to offer jobs to Eligible Class Members until nine (9) production positions accept offers or the list of Eligible Class Members is exhausted, whichever comes first.

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If Crothall is not able to make 9 offers of employment to Eligible Class Members or exhaust the list of Eligible Class Members expressing an interest in employment within three-hundred and sixty-five (365) calendar days from the Effective Date of this Agreement, OFCCP may extend the hiring provision only of this Agreement for up to six (6) months or until Crothall satisfies its employment obligations, whichever occurs first.

- b. Revised Hiring Process. OFCCP recognizes that Crothall has taken steps since OFFCP's review to address hiring process issues raised during OFCCP's evaluation. However, as part of this Agreement, Crothall agrees to continue its efforts at revising its hiring process. Crothall will revise, in writing, the practices, policies and procedures it uses to select applicants for Production positions. Specifically, Crothall will:
- 1) create a job description and selection process for each Production position 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 procedures;
 - 2) develop specific, job-related qualification standards for Production positions that reflect the duties, functions, and competencies of the position to minimize the potential for gender or race stereotyping or other unlawful discrimination;
 - 3) ensure all policies and qualification standards are uniformly applied to all applicants, including but not limited to ensuring that applicants are not placed into jobs based on gender stereotyping; and
 - 4) list clearly on its recruiting materials and job postings the minimum qualifications, including required skills and certifications.
- c. Recordkeeping and Retention: Crothall will write and continue to implement procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process. Crothall 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.

Crothall must provide training on the Revised Hiring Process to all individuals who had been involved in any way in recruiting, selecting, or tracking applicants for production positions, regardless of their current or anticipated location, provided that they are still employed by Crothall. The training will include instruction in: the proper implementation of the recruitment, tracking and selection procedures; neutral application of the specified qualifications and

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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; 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. Crothall 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 applicants, who benefit from this Agreement, are not retaliated against.

- d. Monitoring: Crothall will evaluate the individual components of the selection process for Production positions until it ceases operation at the Rome, Georgia facility. Where it is determined that a selection procedure has an adverse impact, as defined in 41 C.F.R. § 3.4D, on the hiring of applicants of a particular race or gender, Crothall will eliminate the procedure, choose an alternative procedure, or validate the procedure in accordance with the Uniform Guidelines on Employee Selection Procedures ("UGESP") codified at 41 C.F.R. Part 60-3. Crothall agrees to maintain and make available to OFCCP records concerning the impact of the selection process for Production positions. This includes the number of persons hired by race and gender, the number of applicants who applied by race and 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.
- e. Ensure Equal Treatment of Employees: Crothall agrees to remedy Violation 3 above by training managers on their obligation to treat employees equally regardless of race, color, religion, sex, sexual orientation, gender identity, or national origin and holding managers accountable to that obligation. Crothall will provide specific individual acknowledgement forms signed by the participants who attend such training.
- f. Crothall will review and, as necessary revise its equal employment opportunity and anti-harassment policies and procedures, to ensure that all persons under Crothall' s control do not engage in harassment, intimidation, threats, coercion or discrimination, against any individual because the individual has engaged in or may (1) File a complaint; (2) Assist or participate in any manner in an investigation, compliance evaluation, hearing or any other activity related to the administration of Executive Order 11246 or any other Federal, state or local law requiring equal opportunity; (3) Oppose any act or practice made unlawful by Executive Order 11246 or any other Federal, state or local law requiring equal opportunity; or (4) Exercise any other right protected by Executive Order 11246.
- g. Crothall agrees to continue to ensure that its employees are treated equally regardless of sex, or membership in any other protected category, as required by 41 CFR 60-1.4(a).

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- h. Crothall agrees to continue to develop and execute action-oriented programs designed to correct any problem areas identified pursuant to 41 C.F.R. § 60-2.17(b) to attain established goals and objectives, as required by 41 C.F.R. § 60-2.17(c). Crothall will retain its documents demonstrating that it has made good faith efforts to remove identified barriers, expand employment opportunities, and produce measurable results.
- i. Crothall will preserve any personnel or employment record it makes or keeps in either electronic or hard copy format, including all applications and selection forms, for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later. Where a compliance evaluation has been initiated by OFCCP, Crothall will preserve all personnel and employment records until OFCCP makes a final disposition in the matter.
- J. Where possible, Crothall will identify in its personnel records the race, gender and ethnicity of each applicant or Internet applicant, as defined in 41 CFR 60-1.3, whichever is applicable to the particular position. Crothall will maintain an applicant flow log of all its hires and non-hires, which will include clear reasons for the non-selections and preserve the aforementioned records for two years as defined in 41 CFR 60-1.12 (a).
- k. Crothall will list all employment openings as they occur with an appropriate employment service delivery system (ESDS) (either the state workforce agency job bank or a local ESDS) where the openings occur, in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to Contractor, as required by 41 CFR 60-300.5(a)2-6.

With its initial listing, and as subsequently needed to update the information, Crothall will also advise the employment service delivery system that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state, and provide the employment service delivery system with the name and address of each of its hiring locations within the state and the contact information for the contractor official responsible for hiring at each location, in accordance with 41 CFR 60-300.5(a)4.

Whenever Crothall makes its initial listing with an appropriate ESDS, it will advise that entity that it is a federal contractor that desires priority referrals of

protected veterans for job openings at all locations within the state, and provide the employment service delivery system with the name and address of each of its hiring locations within the state and the contact information for the contractor official responsible for hiring at each location, in accordance with 41 CFR 60-300.5(a) 4. Should any of the information in the disclosures change since it was last reported to the ESDS, the contractor shall provide updated information simultaneously with its next job listing.

Part IV. REPORTS REQUIRED

Crothall will submit the documents and reports described below to:

Sybil Shy-Demmons
District Director
OFCCP Atlanta District Office
61 Forsyth Street SW, Suite 17T50
Atlanta, Georgia 30303

1. Within the prescribed timeframes described in Part III, Crothall will provide notification of Notice letters returned as undeliverable, the list of Eligible Class Members, and notification of undeliverable/returned checks.
2. Within **thirty (30) calendar days** of the Effective Date of this Agreement, Crothall must submit a copy of the revised hiring policies described in Part III.
3. Within **ninety (90) calendar days** of the Effective Date of this Agreement, Crothall must submit:
 - a. Documentation that all Crothall managers, supervisors and other personnel involved in recruiting, selecting, or tracking applicants for Production positions at the Rome, Georgia facility have been trained on the Hiring Process. The documentation must include the dates of the training, the names and job titles of all attendees, and an outline of the topics discussed in the training.
 - b. Documentation of supervisor's adherence to Crothall's equal employment opportunity policies.
 - c. Documentation that the toll-free Speak Up hotline has been republished to Crothall Laundry facilities and employees at the establishment.
4. Within **two-hundred and sixty (260) calendar days** from the Effective Date of this Agreement, Crothall must submit:
 - a. Documentation of monetary payments provided to all Eligible Class Members as specified in Section III. The documentation must include the names of Eligible Class Members who were paid, and, for each Eligible Class Member, the number and amount of the check and the date the check cleared the bank. Crothall must provide OFCCP with copies of all canceled checks upon request.
 - b. Documentation of specific hiring activity for Eligible Class Members who were offered Production positions, in accordance with this Agreement, including name, race/ethnicity, date of hire, job title hired into, rate of pay, and proof of retroactive seniority benefits for purposes of job retention (as applicable).

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- c. For Eligible Class Members who were considered for employment but were not hired, Crothall will provide an explanation and reasons for non-hire along with all relevant supporting documentation (e.g., date of offer, documentation that the Eligible Class Member declined a job offer, did not meet the basic qualifications, withdrew, required visa sponsorship, etc.).
5. Within **three-hundred and ninety-five (395) calendar days** from the Effective Date of this Agreement, Crothall must submit:
- a. Documentation of specific hiring activity for Eligible Class Members who were hired into Production positions, in accordance with this Agreement, including name, race/ ethnicity, date of hire, job title hired into, rate of pay, and personal time accrual.
 - b. The total number of applicants and hires and the breakdown by race and ethnic group of applicants and hires for Production positions since the Effective Date of the Agreement. The report will also include a copy of the Applicant Flow Log
 - c. The total number of employees in Production positions who have been terminated and the breakdown by race and ethnic group since the Effective date of the Agreement. Report will also include a copy of the Termination Log identifying the reason for termination for each employee.
 - d. The total number of complaints received via the toll-free Speak Up hotline referencing Crothall's facility in Rome, Georgia.
 - e. For Production positions, the results of Crothall's analysis as to whether its total selection process has adverse impact, as defined in 41 C.F.R. § 60-3.4D, on women applicants (for purposes of the adverse impact analysis, Crothall must not include hires made of Eligible Class Members pursuant to this Agreement in that analysis).
 - f. For each case where the total selection process has an adverse impact on women applicants, as defined in 41 C.F.R. § 60-3.4D, the results of Crothall's evaluation of the individual components of the selection process for adverse impact; and/or the actions taken by Crothall upon determining that any component of the selection process has an adverse impact on women.
 - g. A description of: (1) the ways Crothall revised its selection process to fill Production vacancies, including any revision(s) to its recruitment process, its prescreening of job applications, and interviewing and testing of applicants; (2) any revisions to Crothall's methods for tracking such information, including by race, ethnicity and gender; and (3) the internal audit and reporting systems put into place for monitoring Crothall's progress and program effectiveness.

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

Any notices required under this Agreement shall be sent via First Class Mail to:

Shane Bennich, General Manager
Crothall Laundry Services, Inc.
1800 Parrish Drive SE
Rome, GA 30161

Bhavin Patel, Senior Corporate Counsel
Crothall Laundry Services, Inc.
2400 Yorkmont Road
Charlotte, NC 28217

TERMINATION DATE: This Agreement will expire 90 days after OFCCP receives the report required above or on the date that the District Director gives notice to Crothall that Crothall has satisfied its reporting requirements, whichever occurs earlier, unless OFCCP notifies Crothall in writing prior to the end of the 90-day period that Crothall has not satisfied its reporting requirements pursuant to this Agreement.

INTEGRATION CLAUSE: This Agreement represents the full Agreement between Crothall and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither Crothall 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.

ATTACHMENTS

- A. List of Affected Applicants
- B. Notice Form
- C. Claim Form
- D. Release of Claim Form

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PART V. SIGNATURES

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

(6), (7)(C)

Vince Ball
Regional Director of Operations
Crothall Laundry Services, Inc.

Date:

11/7/18

(6), (7)(C)

Samuel B. Maiden
Regional Director – Southeast
Office of Federal Contract Compliance
Programs

Date:

11/13/2018

(6), (7)(C)

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

Date:

11/13/2018

(6), (7)(C)

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

Date:

11/13/2018

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

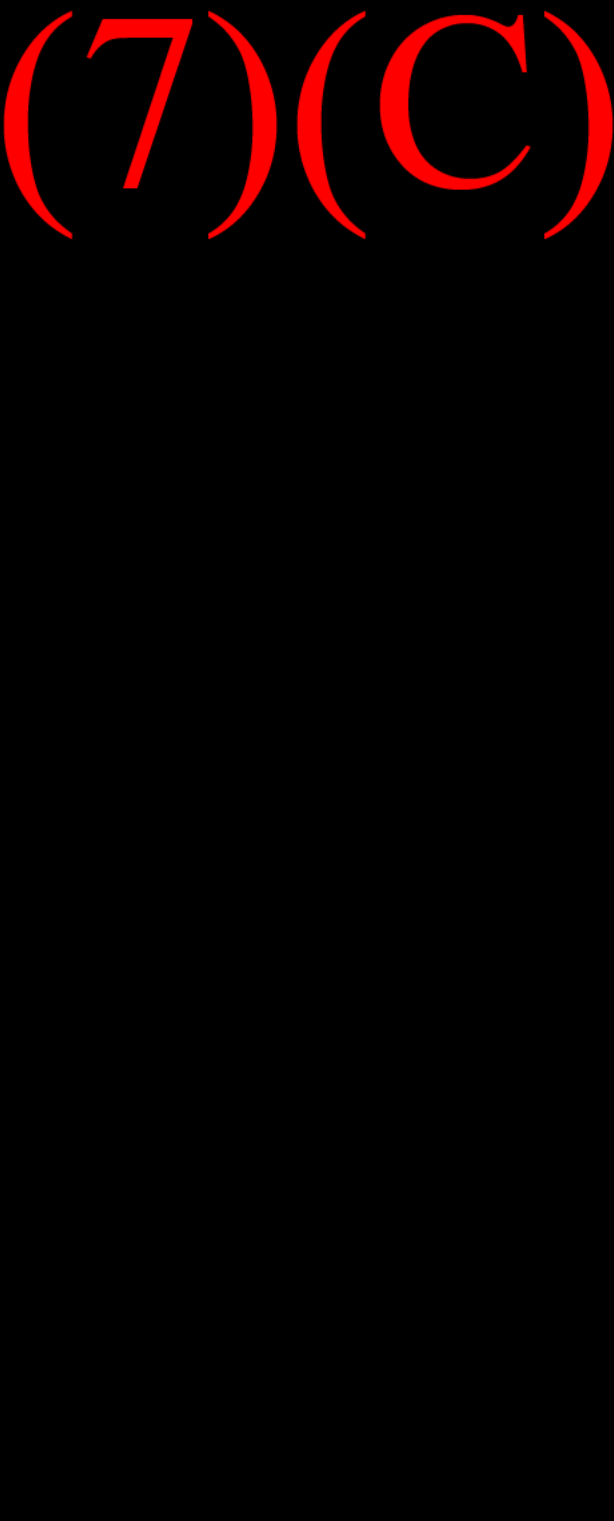
Compliance Officer
Office of Federal Contract Compliance
Programs

Date:

11/13/2018

ATTACHMENT A

LIST OF CLASS MEMBERS

	Last Name	First Name / Middle
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Class Member applied twice

You may be eligible to get money and a job because of a legal settlement between Crothall Laundry Services 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 Crothall Laundry Services (Crothall) 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 Crothall.

ARE YOU AFFECTED?

Females who applied and were not hired for Production positions at Crothall's Rome facility between April 1, 2013 and August 6, 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 Crothall's hiring practices during April 1, 2013 and August 6, 2014. 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 Crothall discriminated against females in hiring for Production positions. Crothall denies those claims. Ultimately, OFCCP and Crothall 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, Crothall has agreed to pay money to females who applied for Production positions at this location during the time period described above.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for a Production 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 at least \$1,945.94** (before taxes). This amount represents your share of back wages and other payments Crothall 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.

Case #: R00191654

- (2) **You may be eligible for a job offer.** Crothall 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 Crothall, 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 forms.

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

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 Under Executive Order 11246" (Release) to:

Bhavin Patel, Senior Corporate Counsel
Compass Group
2400 Yorkmont Road
Charlotte, NC 28217

DEADLINE: The forms must be postmarked or delivered within 30 calendar days of receiving this document.

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 Compliance Officer, (7)(C) at 404-893-4575 or via email at (7)(C)@dol.gov. You can also visit the U.S. Department of Labor Web site about this case at www.dol.gov/ofccp/cml.

Case #: R00191654

Claim Form

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: This form must be completed and post-marked or delivered within 30 calendar days of receipt of this document.

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 benefits (such as money or a job offer), you must complete and return this Claim Form and the enclosed Release Form. Both must be postmarked or delivered on or before the deadline listed above, to:

Bhavin Patel, Senior Corporate Counsel
Compass Group
2400 Yorkmont Road
Charlotte, NC 28217

If you do not submit a completed Claim Form and Release 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 notice is only for the person it was sent to and cannot be transferred or used by another person who is not part of the settlement.

Case #: R00191654

Step 1: Please provide the following contact information to process your payment (please 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 us at the address below if your address changes, or contact us if you have any questions about this claim form, the notice, or the settlement.

Bhavin Patel, Senior Corporate Counsel
Compass Group
2400 Yorkmont Road
Charlotte, NC 28217
(7)(C) @compass-usa.com

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

- Yes, I am still interested in Production positions with Crothall Laundry Services in Rome, GA.
- No, I am not currently interested in Production positions with Crothall Laundry Services.
- I am currently employed by Crothall Laundry Services.

Step 3: Sign and return along with the Release Form

I certify the above as true and correct.

Signature

Date

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Crothall Laundry Services, Inc. ("Crothall") paying you money, you agree that you will not file any lawsuit against Crothall for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for production positions. It also says that Crothall does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of payment of \$ 1,945.94 (less deductions required by law) by Crothall to me, which I agree is acceptable, I _____ agree to the following:
print name

I.

I hereby waive, release and forever discharge Crothall, 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 in a Production Position on the basis of my gender at any time through the effective date of this Release.

II.

I understand that Crothall denies that it treated me unlawfully or unfairly in any way and that Crothall 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 August 7, 2014. I further agree that the payment of the aforesaid sum by Crothall to me is not to be construed as an admission of any liability by Crothall.

III.

I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors and seek legal advice. I further declare that I have decided of my own free will to sign this Release.

IV.

I understand that if I do not sign this Release and return it to Crothall within 30 calendar days of receipt of this document, I will not be entitled to receive any payment (less deductions required by law) from Crothall.

IN WITNESS WHEREOF, I have signed this document on this _____ day of

_____, 2018.

Signature