

**U.S. Department of Labor**

Office of Federal Contract Compliance Programs  
New York District Office  
26 Federal Plaza, Room 36-116  
New York, NY 10278  
(212) 264-7742  
Fax: (212) 264-8166



**CONCILIATION AGREEMENT**

**Between**

**THE U. S. DEPARTMENT OF LABOR  
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS**

**and**

**DJE HOLDINGS, INC,  
250 HUDSON STREET  
NEW YORK, NY 10013  
OFCCP CASE NO. R00179124**

**PART I. PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated the DJE Holdings, Inc. establishment located at 250 Hudson Street New York, NY 10013, beginning on January 16, 2013. As a result of this evaluation, OFCCP asserts that DJE Holdings failed to comply with the Executive Order 11246, as amended ("E.O. 11246"), and its implementing regulations issued pursuant thereto at 41 C.F.R. Chapter 60.

OFCCP notified DJE Holdings of the violations and the corrective actions required in a Notice of Violations issued on September 30, 2016 ("NOV"). In the interest of resolving the violations and in exchange for sufficient and valuable consideration described in this document, OFCCP and DJE Holdings and/or its subsidiaries, including Edelman, (collectively, "DJE Holdings") enter into this Conciliation Agreement ("Agreement") and its attachments, and the parties agree to all the terms therein. The attachments to this Agreement are deemed incorporated into this Agreement.

**PART II. GENERAL TERMS AND CONDITIONS**

1. In exchange for DJE Holdings' fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violations described in the NOV and in Part III below. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if DJE Holdings violates any provision of this Agreement. In addition, nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. DJE Holdings agrees that OFCCP may review DJE Holdings' compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. DJE Holdings will permit access to its premises during normal business hours for these purposes, within 14 days of such a request being made by OFCCP. DJE Holdings will also provide OFCCP with all hard copy or electronic reports requested by OFCCP, including those documents

specified in this Agreement, no later than 30 days after such a request is made, unless a shorter time for responding to such requests is specified elsewhere in this Agreement.

3. DJE Holdings understands that nothing in this Agreement relieves DJE Holdings of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 ("Section 503"), the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 ("VEVRAA"), their implementing regulations, and other applicable equal employment laws.
4. DJE Holdings 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 investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding on 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.
7. If one or more provisions of this Agreement are deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day it is signed by the Regional Director of the Northeast Region (the "Effective Date").
9. This Agreement will expire 60 days after DJE Holdings submits its final report, unless OFCCP notifies DJE Holdings in writing prior to the expiration date that DJE Holdings has failed to fulfill all of its obligations under this Agreement, in which case, this Agreement is automatically extended until the date that OFCCP determines that DJE Holdings has met all of its obligations under this Agreement.
10. If at any time in the future, OFCCP believes that DJE Holdings has violated any portion of this Agreement:
  - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
    - 1) OFCCP will send DJE Holdings a written notice stating the alleged violations and summarizing any supporting evidence.
    - 2) DJE Holdings will have 15 days from receipt of the notice to respond in writing, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.

- 3) If DJE Holdings is unable to demonstrate that it has not violated this Agreement, or if OFCCP's notice alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
- B. DJE Holdings 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 violation of this Agreement.
11. This Agreement does not constitute an admission by DJE Holdings of any violation of E.O. 11246, Section 503, VEVRAA, or other laws nor has there been an adjudicated finding that DJE Holdings violated or did not violate any laws.
  12. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
  13. 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.
  14. 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 Federal holiday, that deadline will be extended to the next business day.

### **PART III. VIOLATIONS AND REMEDIES**

#### **1. COMPENSATION DISCRIMINATION**

##### **VIOLATION:**

- A. OFCCP asserts that between October 1, 2012 through October 1, 2013, DJE Holdings discriminated against females employed in the Job Code 2011 position, which includes, but is not limited to, employees in the Vice President job title (hereinafter "Job Code 2011") by paying them less than similarly-situated males employed in the same position, in violation of 41 C.F.R. § 60-1.4(a)(1).

OFCCP performed a regression analysis that combined all employees in the Job Code 2011 position based on information gathered during the compliance review, which shows that DJE Holdings paid females employed in Job Code 2011 positions less than similarly-situated male employees. OFCCP's analysis demonstrates that a statistically significant disparity in compensation remained even when legitimate factors affecting pay were taken into account. There are also specific anecdotes of females in Job Code 2011 positions earning less than males who are in the same position, practice area, and have similar or less experience, time with the company, and time in the job code as the females. After DJE Holdings submitted its October 1, 2013 compensation database to

OFCCP for review, OFCCP determined that there was no continued statistically significant disparity.

**REMEDY:**

**B. NOTICE TO CLASS MEMBERS**

- 1) For purposes of this Agreement only, the affected Class Members ("Class Members") are 66 females who were in Job Code 2011 as of October 1, 2012 and who were then included in the DJE Holdings, Inc., 250 Hudson Street New York, NY AAP. The Class Members are those identified on Attachment A to this Agreement.
- 2) Within 45 days of the Effective Date, DJE Holdings will notify all Class Members of the terms of this Agreement by mailing a first class, certified, return-receipt requested letter to each Class Member or equivalent Federal Express or UPS mailing. The mailing must include: (i) the Notice to Affected Class (Attachment B, "Notice"), (ii) Information Verification Form (Attachment C, "Verification Form"), (iii) a Release of Claims Under Executive Order 11246 Form (Attachment D, "Release"), and (iv) a postage paid, self-addressed return envelope. Each Class Member (or her legal representative in the event that she is deceased) shall be given 30 days from the postmark date of the mailing to respond by returning the completed Verification Form and Release to DJE Holdings. Any response postmarked by the thirtieth day following the postmark date of the mailing shall be considered to have been submitted within the 30-day period.
- 3) Within 20 days of its receipt of the last completed Verification Form and Release submitted within the 30-day period, DJE Holdings shall provide OFCCP with the following:
  - a. Via overnight mail and/or email, copies of all completed Verification Forms and Releases returned to DJE Holdings within the 30-day period and the envelopes bearing a postmark date;
  - b. Via overnight mail and/or email, copies of any completed Verification Forms and Releases returned to DJE Holdings after expiration of the 30-day period and the envelopes bearing a postmark date; and
  - c. Via overnight mail and/or email, a list of any Class Members who did not respond at all to the Notice or whose Verification Forms and Releases were returned to DJE Holdings as undeliverable, as well as evidence showing the documents were returned as undeliverable, and the Class Members' last known addresses, and other last known contact information.

- d. Via overnight mail and/or email, documentation of DJE Holdings' notification to Class Members of the terms of this Agreement for any Class Members that did not return their Settlement Packets within 30 days.
- 4) Upon receipt of the list of any Class Members who did not respond at all to the Notice or whose Verification Form and Release was returned to DJE Holdings as undeliverable, OFCCP shall attempt to verify the current addresses of the Class Members identified on the list. Within 15 days of its receipt of such list, OFCCP shall provide DJE Holdings, via email, a final list of those Class Members identified on DJE Holdings' list for whom OFCCP was able to verify the current addresses.
  - 5) Within 20 days of receiving OFCCP's final list, DJE Holdings will mail to each Class Member for whom OFCCP was able to verify a current address, copies of the Notice, Verification Form and Release, postage prepaid, address correction requested ("Second Mailing"). Each such Class Member (or her legal representative in the event that she is deceased) shall be given 30 days from the postmark date of the Second Mailing to respond by returning the completed Verification Form and Release to DJE Holdings. Any response postmarked by the thirtieth day following the postmark date of the Second Mailing shall be considered to have been submitted within the 30-day period.
  - 6) Upon receipt of the last completed Verification Form and Release submitted within the 30-day period in response to the Second Mailing, DJE Holdings will compile a list of all Class Members who have submitted completed Verification Forms and Releases in accordance with the instructions in the Notice and within the 30-day period in response to either the initial mailing or the Second Mailing. Said list shall constitute the "Final List." DJE Holdings may choose to include on the Final List any Class Member who returned a completed Verification Form and Release after the 30-day period expired, but it is under no obligation to do so.
  - 7) Within 15 days of its receipt of the last completed Verification Form and Release submitted within the 30-day period in response to the Second Mailing, DJE Holdings shall submit to OFCCP, via overnight mail and/or email, the Final List and copies of all completed Verification Forms and Releases not previously submitted to OFCCP.
  - 8) If OFCCP believes any Class Member should be included on the Final List but is not, it shall notify DJE Holdings in writing, via email, and identify such Class Members within 15 days of its receipt of the Final List. In such written notification, OFCCP shall provide DJE Holdings the reason(s) why it believes any Class Member should be included on the Final List. The parties will make every effort and negotiate in good faith to resolve any dispute between them about inclusion or exclusion of any Class Member on the Final List. Any Class Members whom the parties agree will be added to the Final List pursuant to this paragraph will be added no later than 35 days after OFCCP's receipt of the Final List.

- 9) The individuals on the Final List, including any amendments made to the Final List pursuant to Paragraph 8 above, shall be referred to as "Eligible Class Members" and shall be entitled to a monetary recovery.
- 10) Class Members who do not respond to the Notice at all shall not be entitled to any relief described herein. Class Members who complete the Verification Form and Release but return them to DJE Holdings after the 30-day period has expired shall not be entitled to any relief described herein unless DJE Holdings chooses to include their names on the Final List pursuant to Paragraph 6 above, or if the parties agree to include their names on the Final List pursuant to Paragraph 8 above.

### C. SETTLEMENT FUND

- 1) In settlement of all claims for back pay and interest to the affected class, DJE Holdings agrees to pay to the Eligible Class Members the aggregate amount of \$269,000 in back pay and \$28,832 in interest. This monetary settlement, less legal deductions required by law (such as federal, state and/or local taxes), will be distributed among all Eligible Class Members equally.
- 2) Within 30 days of OFCCP's receipt of the Final List of Eligible Class Members, DJE Holdings will take the following actions:
  - a. Pay each Eligible Class Member who is employed by DJE Holdings at the time their respective amount in the manner in which the Eligible Class Member is normally paid her regular salary (e.g., direct deposit, check), subject to all lawful deductions as set forth in Paragraph 3 below; and
  - b. Mail a check to all other Eligible Class Members in their respective amounts subject to all lawful deductions as set forth in Paragraph 3 below.
- 3) DJE Holdings shall make all legal deductions required by law (e.g., federal, state, and/or local taxes and FICA) and shall pay to the Internal Revenue Service the employer's share of Social Security withholding attributable to the funds paid to each Eligible Class Member that is designated as back pay. At such time as DJE Holdings provides its employees with Form W-2s, DJE Holdings shall also mail a Form W-2 to each Eligible Class Member who is not employed by DJE Holdings. For any portion designated as interest, DJE Holdings will not make any deductions and will issue a Form 1099 at the same time it issues the Form W-2.
- 4) Within 45 days of making the payments as set forth in Paragraph 2 and 3 above, DJE Holdings will provide OFCCP with:
  - a. Payroll stubs or the equivalent verifying that it has paid all Eligible Class Members who are employed by DJE Holdings, pursuant to Paragraph (2)(a) above;

- b. Copies of all cancelled checks from Eligible Class Members who were mailed checks pursuant to Paragraph (2)(b) above that have been received by DJE Holdings; and
  - c. All other cancelled checks and all checks returned as undeliverable at the end of each subsequent 30-day period, during which any such cancelled and/or returned checks are received up to 180 days after the date of mailing checks to Eligible Class Members as set forth in Paragraph 2 above.
- 5) OFCCP will have 30 days from receipt of any checks returned as undeliverable to an Eligible Class Member to locate the specific Eligible Class Member and to inform DJE Holdings of a corrected address so that the check may be re-mailed. DJE Holdings will re-mail the check by certified mail within 15 days of receiving the corrected address from OFCCP.
  - 6) Any check sent to an Eligible Class Member which remains uncashed 180 days after either the date on which the check was initially mailed to the Eligible Class Member, or the date on which the check was mailed to the Eligible Class Member for the second time pursuant to the process described in Paragraph 5 above, or which is returned as undeliverable after the process described in Paragraph 5 above has been completed, whichever is later, shall be void.
  - 7) With respect to any money remaining 180 days after all the initial and subsequent mailings described in Paragraphs 2 and 5 above, DJE Holdings will deposit the monies with the New York State, Office of the State Comptroller, Office of Unclaimed Funds, or with the equivalent state agencies of the last known addresses for the Eligible Class Member, in accordance with any and all applicable laws and regulations. No portion of these funds shall revert back, directly or indirectly, to DJE Holdings or any affiliate.
  - 8) DJE Holdings submitted its October 1, 2013 compensation database and evidence of its self-analysis to OFCCP for review and it was determined by OFCCP that there was no continued statistically significant disparity warranting salary adjustments.

#### D. NON-MONETARY REMEDIES

- 1) Equal Employment Opportunities. DJE Holdings will ensure that all employees are afforded equal employment opportunities with respect to DJE Holdings' policies and practices that affect compensation. DJE Holdings will investigate any complaint or information it receives that may indicate compensation disparities. DJE Holdings agrees to continue or to implement the corrective actions detailed below.
- 2) Evaluation. DJE Holdings will evaluate whether salary increases for employees in the Job Code 2011 position and/or salary changes at time of promotion into a Job

Code 2011 position have a disproportionately negative effect on the compensation of females.

- 3) Implement Improved Policies. DJE Holdings will review its policies and revise them as necessary to eliminate all practices that have an adverse effect on the compensation of females in the Job Code 2011 position. DJE Holdings will review its guidelines for determining starting salaries, the salaries of individuals promoted into Job Code 2011 positions, and salary changes for employees in a Job Code 2011 position and, as necessary, revise them. DJE Holdings will also review its procedures and, as necessary, revise them to ensure compensation decisions are tracked and evaluated for compliance with all policies, and that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3.
- 4) Training. Within 120 days of the Effective Date, DJE Holdings will train all individuals involved in any way in determining compensation for employees in Job Code 2011 positions on DJE Holdings' equal employment opportunity responsibilities as they relate to compensation and on any new and/or revised policies, procedures, and programs developed under above Paragraph (D)(3) above.
- 5) Self-Analysis. DJE Holdings will monitor compensation for employees in Job Code 2011 positions for any indication of disparities based on gender, and will investigate and remedy any such inequity that cannot be explained by legitimate factors through salary adjustments. DJE Holdings commits to self-monitor its compensation program for employees in Job Code 2011 positions on an annual basis, as required by OFCCP regulation.

#### **PART IV. REPORTS REQUIRED**

1. DJE Holdings will submit the documents and reports described below to:

District Director  
U.S. Department of Labor, OFCCP  
New York District Office  
26 Federal Plaza, Suite 36-116  
New York, NY 10278

2. Within 60 days of the Effective Date, DJE Holdings will submit a copy of any written revised compensation policies and practices described in Part III, Paragraph 1(D)(3) of this Agreement, if any.
3. Within 120 days of the Effective Date, DJE Holdings will submit copies of all documents showing it has taken the actions identified under Part III, Paragraph 1(D)(2) and (3).
4. Within 120 days of the Effective Date, DJE Holdings will submit documentation that all managers and Human Resources personnel involved in making compensation decisions for employees in Job Code 2011 positions have received training on any revised policies, developed or provided under Part III, Paragraph 1(D)(3) of this Agreement. The

documentation will include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed during the training, and the name and job title of each person who conducted the training.

5. DJE Holdings will submit two progress reports. The first report will be due on June 30, 2019. The subsequent report will be due on June 30th of that year. Each report will utilize compensation data current as of April 15th of that year, which is the current snapshot date of the AAP. DJE Holdings will submit the following in each progress report:
  - A. DJE Holdings' self-analysis of compensation for all employees in Job Code 2011 positions at the 250 Hudson Street New York, NY establishment, including, but not necessarily limited to, the database and/or output/statistical log from the analysis, identification of the factors used in the analysis, and the reason(s) for why those factors were used.
  - B. If gender differences that cannot be explained by legitimate factors are identified in DJE Holdings' self-analysis, including statistically significant disparities, documentation of pay adjustments to eliminate the differences, including the amount of each adjustment, the date each adjustment will be/was made, and the name and gender of each individual receiving an adjustment.
6. DJE Holdings agrees to retain all records relevant to the violations cited in Part III above and the reports submitted or created in compliance with this Agreement. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. DJE Holdings will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
7. DJE Holdings will submit all documents and information referenced in Parts III and IV of this Agreement within the prescribed timeframes.

#### **PART V. SIGNATURES**

The person signing this Agreement on behalf of DJE Holdings personally warrants that he or she is fully authorized to do so, that DJE Holdings has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on DJE Holdings.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance

Programs and DJE Holdings, 250 Hudson Street, New York, NY 10013.

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

Russell Dubner  
President and Chief Executive Officer  
DJE Holdings

Date: 5-4-18

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

Compliance Officer  
New York District Office  
OFCCP - Northeast Region

Date: 5/7/2018

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

Manuel Garcia  
Assistant District Director  
New York District Office  
OFCCP - Northeast Region

Date: 05/07/2018

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

Konrad Batog  
District Director  
New York District Office  
OFCCP - Northeast Region

Date: 5/7/2018

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

Diana Sen  
Regional Director  
OFCCP - Northeast Region

Date: 5/1/18

ATTACHMENT A – LIST OF CLASS MEMBERS

ID	Name
(b) (6), (b) (7)(C)	

ID	Name
(b) (6), (b) (7)(C)	

**ATTACHMENT B - NOTICE TO CLASS MEMBERS**

[DJE Holdings Letterhead]

[Date]

[Class Member Name]

[Street]

[City, State, Zip]

Dear [Class Member Name]:

DJE Holdings and its subsidiaries, which includes Edelman, and the U.S. Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to remedy the violations of Executive Order 11246 ("E.O. 11246") that OFCCP asserts it found during a compliance review of DJE Holdings' facility located at 250 Hudson Street, New York, NY 10013. OFCCP's analysis showed that between October 1, 2012 through October 1, 2013 females in Job Code 2011 positions, which includes vice presidents, were paid less than males in Job Code 2011 positions. OFCCP's analysis did not show that these differences continued after October 1, 2013. DJE Holdings denies that it treated anyone unlawfully or unfairly in any way, and there has not been any adjudicated finding that DJE Holdings violated any laws. DJE Holdings entered into a conciliation agreement with OFCCP in the spirit of conciliation and to bring closure and resolve the matter without further legal proceeding.

You have been identified as one of the individuals who worked in the Job Code 2011 position between October 1, 2012 and October 1, 2013. Under this Agreement, you may be eligible to receive a payment of at least \$4,075.76 in back pay and \$436.85 in interest (less deductions required by law). Under the terms of this Agreement it may take up to six months from the date of this letter before you receive your payment. In order to be eligible for a payment, you must complete, sign, and timely return both the enclosed (1) Information Verification form and (2) Release of Claims under Executive Order 11246 form.

**The forms should be mailed as soon as possible and must be postmarked no later than 30 days from the date this letter was postmarked in order for you to be entitled to participate in this settlement**

The forms must be returned to the address below:

Christine Hendrickson, Esq.  
Senior Counsel  
Seyfarth Shaw LLP  
233 S. Wacker Drive, Suite 8000  
Chicago, IL 60606-6448

You may use the enclosed postage-paid return envelope to return the completed and signed forms.

If you have any questions you may call me at 312-460-5836 or OFCCP Compliance Officer (b) (6), (b) (7)(E) Your call will be returned as soon as possible.

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED FORMS TO DJE HOLDINGS WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS POSTMARKED, YOU WILL FORFEIT ANY RIGHTS TO PARTICIPATE IN THIS SETTLEMENT AND WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.**

Sincerely,

Christine Hendrickson, Esq.  
Senior Counsel  
Seyfarth Shaw LLP  
233 S. Wacker Drive, Suite 8000  
Chicago, IL 60606-6448

Enclosures: Information Verification Form  
Release of Claims under Executive Order 11246 Form

**ATTACHMENT C - INFORMATION VERIFICATION FORM**

**You must complete this form and the Release of Claims under Executive Order 11246 form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement between DJE Holdings, Inc. and the U.S. Department of Labor's Office of Federal Contract Compliance Programs. Please write legibly, except for your signature.**

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

Telephone No.: \_\_\_\_\_

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

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

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

Please notify DJE Holdings at the address or email below if your address or phone number changes within the next six months.

Christine Hendrickson, Esq.  
Senior Counsel  
Seyfarth Shaw LLP  
233 S. Wacker Drive, Suite 8000  
Chicago, IL 60606-6448  
312-460-5836  
chendrickson@seyfarth.com

**If you fail to complete and return this form and the Release of Claims under Executive Order 11246 form within thirty (30) days of the date the envelope containing this Notice was postmarked, you will not be eligible to receive a payment.**

I certify the above is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT D –  
RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246**

In consideration of the payment of at least \$4,075.76 in back pay and \$436.85 in interest (less deductions required by law) by DJE Holdings, Inc. and its subsidiaries to me, made pursuant to a conciliation agreement entered into between DJE Holdings and the U.S. Department of Labor Office of Federal Contract Compliance Programs ("OFCCP"), I agree to the following:

1. I hereby waive, release and forever discharge DJE Holdings, its predecessors, related entities, subsidiaries, and organizations, and its and their 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 compensation as a Vice President (Job Code 2011) between October 1, 2012 and October 1, 2013.
2. I understand that DJE Holdings denies that it treated me unlawfully or unfairly in any way and that DJE Holdings entered into a conciliation agreement with OFCCP in the spirit of conciliation and to bring closure and resolve the matter without further legal proceeding. I agree that the payment of the aforesaid sum by DJE Holdings to me is not to be construed as an admission of any liability by DJE Holdings.
3. I understand that this Release of Claims is a legal document, and 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. I further declare that I have decided of my own free will to sign this Release.
4. I understand that if I do not sign this Release and the Information Verification Form and return both to DJE Holdings within 30 days of the date the envelope containing these forms was postmarked, I will not be entitled to receive the above-referenced payment.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date