

CONCILIATION AGREEMENT

Between

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

and

LANDCARE USA, LLC
3035 WESTWOOD DRIVE
LAS VEGAS, NEVADA 89109

PART I: PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated Landcare's ("LandCare") facility located at 3035 Westwood Drive, Las Vegas, NV 89109 and found that LandCare was not in compliance with Executive Order 11246, as amended ("E.O. 11246"), and its implementing regulations at 41 C.F.R. Section(s) 60-1, 60-2, and 60-3 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended ("VEVRAA") (38 U.S.C. 4212) and implementing regulations at 41 C.F.R. Section 60-300. OFCCP notified LandCare of the specific violations found and the corrective actions required in a Notice of Violation issued on June 23, 2015. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and LandCare enter this contract ("Conciliation Agreement" or "Agreement") and agree to all the terms stated below.

PART II: GENERAL TERMS AND CONDITIONS

1. In exchange for LandCare's fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violations described in Part III if LandCare violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. LandCare agrees that OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview

witnesses, and examine and copy documents. LandCare will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.

3. LandCare understands that nothing in this Agreement relieves LandCare of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, ("Section 503"), VEVRAA, their implementing regulations, and/or other applicable equal employment laws.
4. LandCare has notified OFCCP that it currently has no single federal contract of \$50,000.00 or more and asserts that going forward it is exempt from the written affirmative action program (AAP) requirements of E.O. 11246. To the extent LandCare remains covered under the E.O. 11246, Section 503, and/or VEVRAA, nothing in this agreement relieves LandCare of its obligation to fully comply with the requirements of E.O. 11246, as amended, Section 503, or VEVRAA; their implementing regulations, or any other equal employment statutes under which LandCare is covered.
5. LandCare promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.
8. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement becomes effective on the day it is signed by the Regional Director of the Pacific Region (the "Effective Date") unless the Director of OFCCP indicates otherwise within 45 calendar days of the date the Regional Director signs the Agreement.
10. This Agreement will expire sixty (60) days after LandCare submits the final progress report required in Part IV, below, unless OFCCP notifies LandCare in writing prior to the expiration date that LandCare has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines LandCare has met all of its obligations under the Agreement.
11. If LandCare violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:

- 1) If OFCCP believes that LandCare violated any term of the Agreement while it was in effect, OFCCP will send LandCare a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) LandCare will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - 3) If LandCare is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
 - 4) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- B.** LandCare may be subject to the sanctions set forth in Section 209 of the Executive Order and/or other appropriate relief for violation of this Agreement.
12. This Agreement does not constitute an admission by LandCare of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that LandCare violated any laws.

PART III: SPECIFIC VIOLATIONS AND REMEDIES

1. HIRING DISCRIMINATION (Non-Hispanics)

A. STATEMENT OF VIOLATION: LandCare failed to provide equal employment opportunity to non-Hispanic applicants for Laborer, Non-Driver positions during the period from May 1, 2012 through December 31, 2013 in violation of EO 11246 and 41 CFR 60-1.4(a)(1)

B. OFCCP'S SPECIFIC FINDINGS: LandCare hired (b) (7)(E) Hispanics out of a pool of (b) (7)(E) Hispanic applicants and (b) (7)(E) Non-Hispanics out of a pool of (b) (7)(E) non-Hispanic applicants. LandCare hired (b) (7)(E) Whites out of (b) (7)(E) White applicants, (b) (7)(E) Blacks out of (b) (7)(E) Black applicants, and (b) (7)(E) Asians out of (b) (7)(E) Asian applicants. Hispanics comprised (b) (7)(E) of the applicant pool and (b) (7)(E) of the hires, while non-Hispanics comprised (b) (7)(E) of the applicant pool and just (b) (7)(E) of the hires. The difference in selections between applicants of Hispanic origin compared to applicants of non-Hispanic national origins, as well as Hispanic applicants compared to applicants of White, Black, and Asian races are each statistically significant with greater than two standard deviations.

Examination of personnel records, employment applications, interviews of managers and employees and rejected applicants as well as other evidence gathered during the investigation showed that LandCare favored Hispanics for its Laborer, Non-Driver positions. Further, from 2011 to 2013, LandCare maintained a Laborer workforce which was over (b) (7)(E) Hispanic, despite the less than (b) (7)(E) availability of Hispanic workers in the Las Vegas area, according to the U.S. Census. Moreover, many of the non-Hispanic applicants who were not hired were shown to be as qualified or better qualified than the Hispanic applicants who were hired during the same time period. All hiring process decisions, including screening applications, selecting interviewees, conducting interviews, and final hiring selections, were made by a team of Hispanic employees. LandCare's hiring process resulted in unlawful discrimination against non-Hispanic applicants on the bases of national origin and race.

C. REMEDY FOR AFFECTED CLASS:

LandCare will provide make-whole relief to all identified victims of discrimination to include the following remedies.

- 1) Notice. Within 30 calendar days of the Effective Date of this Agreement, LandCare will notify the non-Hispanic applicants listed in Attachment A of the terms of this Agreement by mailing, via certified mail, to each individual in the affected class the: Notice to Affected Class (Attachment B, "Notice"), Information Verification & Employment Interest Form (Attachment C, "Interest Form"), and a postage paid return envelope. LandCare will notify OFCCP of all letters returned as undeliverable on a weekly basis. Additionally, no later than 10 calendar days after expiration of the response deadline set out in the Interest Form, LandCare will notify OFCCP of all letters returned as undeliverable, and will provide OFCCP with a list of the individuals in the affected class who have not yet responded to the Notice and/or have not returned a signed Interest Form. OFCCP will then attempt to obtain and provide updated addresses to LandCare within 10 calendar days of receiving the list from LandCare. LandCare agrees to mail, by certified mail, a second Notice, Interest Form, and postage paid return envelope to all individuals for whom updated addresses were obtained within 10 calendar days of receiving the updated addresses from OFCCP.
- 2) Eligibility. All members of the affected class (listed on Attachment A) who sign and return the Interest Form to LandCare within 30 calendar days of the postmarked date on the envelope containing the first or second Notice and Interest Form ("Eligible Class Members") will receive a share of the monetary settlement and, if indicating an interest in employment, will be eligible to be considered for a job pursuant to this Agreement. If an individual receives, but does not return the Interest Form to LandCare within 30 calendar days of the postmarked date on the envelope containing the first or second Notice and Interest Form, he/she will no longer be entitled to a payment or consideration for a job under this Agreement.

Within 10 calendar days after the response deadline set out in the Interest Form, LandCare will provide OFCCP with a list of the Eligible Class Members (individuals who returned the Interest Form by the deadline). Within 10 calendar days after receiving the list, OFCCP will approve the final list of Eligible Class Members or discuss with LandCare any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals. All Eligible Class Members are entitled to their share of the monetary settlement regardless of whether they are interested in employment with LandCare.

- 3) LandCare Monetary Settlement. LandCare agrees to distribute \$161,899 (\$151,487 in back pay and \$10,412 in interest), less legal deductions required by law from back pay only (such as federal, state and/ or local taxes and the eligible Class Members' respective share of FICA taxes), in equal shares among all Eligible Class Members on the final approved list of Eligible Class Members. LandCare 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. These IRS forms will be mailed at the end of the year. LandCare will disburse the monetary settlement within 10 calendar days after OFCCP approves the final list of Eligible Class Members.

Within seven (7) calendar days of LandCare's receipt of a check to an Eligible Class Members returned as undeliverable, LandCare will notify OFCCP of this fact via e-mail sent to Compliance Officer (b) (7)(C), (b) (7)(E) at (b) (7)(C), (b) (7)(E) @dol.gov. OFCCP will attempt to locate the Eligible Class Members and if OFCCP obtains an alternate address, LandCare will re-mail the check within five (5) calendar days of receiving an alternate or corrected address from OFCCP. Any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible Class Members will be void. With respect to any uncashed funds, LandCare will make a second distribution within thirty (30) days of all checks either being cashed or becoming void, in equal shares to all Eligible Class Members who cashed their first check.

- 4) Employment. As positions become available, LandCare will make job offers to qualified Eligible Class Members not currently employed by LandCare who express an interest in employment with LandCare until 29 Eligible Class Members are hired as Laborer, Non-Drivers or until the list of Eligible Class Members expressing an interest in employment is exhausted, whichever occurs first. Eligible Class Members will be considered based on the date of their original application. LandCare must initiate its hiring of Eligible Class Members within 90 days after the response deadline set out in the Interest Form and must complete its hiring obligations under this section within 24 months following the Effective Date of this Agreement. If LandCare is not able to hire 29 Eligible Class

Members or exhaust the list of Eligible Class Members expressing an interest in employment within 24 months, OFCCP may extend the term of this Agreement for up to an additional 24 months or until LandCare satisfies its hiring requirement(s), whichever occurs first.

Eligible Class Members will be allowed at least two weeks to report for work after receiving a written job offer from LandCare. The Eligible Class Members hired into Laborer, Non-Driver positions pursuant to this Agreement must be paid the current wage rate for the Laborer, Non-Driver position, and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other Laborer employees, if applicable. In addition, all Eligible Class Members hired must receive retroactive seniority using the date of their original application as their hire date for all purposes, including job retention, job bidding and benefits.

D. NON-MONETARY REMEDIES:

LandCare will ensure that all applicants are afforded equal employment opportunity. LandCare must immediately cease using the selection procedures, practices, and/or policies which disparately affected the hiring of non-Hispanic applicants for Laborer Non-Driver positions.

Contingent Affirmative Action Program Requirements

If within one year of the Effective Date LandCare enters into a covered federal contract or subcontract sufficient to establish coverage under 41 CFR 60-2.1, , it will notify the Regional Director of the Pacific Region of same within 15 calendar days, and within 120 days thereafter will conduct a comprehensive evaluation of its hiring policies, procedures and practices, as well as the implementation, training and monitoring of those policies, procedures and practices relating to its hiring in the Laborer Non-Driver position to include the following:

- 1) A review of its hiring procedures including, but not limited to, recruitment, screening, interviewing, selection, rejection and hiring to ensure compliance with Executive Order 11246, as amended;
- 2) The use of objective qualifications and criteria in the application of the hiring personnel's subjective selection and/or rejection of applicants at each step of the hiring process, including the qualifications and criteria used in any applicant screen, interview, test, post-hire screen or other selection procedure;
- 3) Ensuring that all applicants are considered through a uniform process;

- 4) Ensuring that all qualified applicants for the Laborer Non-Driver position are given equal consideration without regard to gender, race or ethnicity;
- 5) A review of its total employment process to determine whether and where impediments to equal employment opportunity exist;
- 6) The continued performance of disparity analyses, at least annually, to oversee and monitor its selection process and placement results;
- 7) The creation of appropriate and consistent disciplinary policies, where necessary, to hold managers accountable for failing to take appropriate action and/or for engaging in conduct prohibited under Executive Order 11246, as amended or VEVRAA.

2. RECORDKEEPING

- A. STATEMENT OF VIOLATION:** LandCare failed to collect and maintain all personnel and employment records in accordance with the requirements of 41 CFR 60-1.12 and 60-3.
- B. OFCCP'S SPECIFIC FINDINGS:** During the May 1, 2012 through December 31, 2013 period, LandCare failed to preserve and make available to OFCCP complete and accurate employment records, including 15% of the pre-offer self-identification forms for individuals considered for employment for the Laborer, Non-Driver positions. However, LandCare maintained applicant flow log data for the relevant review period and produced that data to OFCCP as a complete log.
- C. REMEDY:** Within 120 days of becoming a Federal contractor, who must develop and maintain an Affirmative Action Program, if applicable, LandCare will ensure that its personnel and employment records are collected and maintained in accordance with 41 CFR 60-1.12 and 60-3.

3. IDENTIFY PROBLEM AREAS & ACTION-ORIENTED PROGRAMS

- A. STATEMENT OF VIOLATION:** During the period from May 1, 2012 through December 31, 2013, LandCare failed to implement systems to identify problem areas develop and execute action-oriented programs to correct any identified problems or to implement an internal audit and reporting system as required by 41 CFR 60-2.17 (b) (c) and (d).
- B. OFCCP'S SPECIFIC FINDINGS:** LandCare failed to perform in-depth analyses of its total employment process, causing it to report inaccurate personnel activity and fail to detect the selection rates adversely impacting non-Hispanic applicants when compared to Hispanic applicants. Furthermore, LandCare failed to develop and

implement an internal audit and reporting system to periodically measure the effectiveness of its total affirmative action program.

- C. **REMEDY:** Within 120 days of becoming a Federal contractor, who must develop and maintain an Affirmative Action Program, if applicable, LandCare will develop and implement an auditing system that periodically measures the effectiveness of its total affirmative action program. These actions include monitoring records of personnel activity to ensure nondiscrimination, internal reporting procedures on equal employment opportunity objectives, reviewing report results with management and advising top management of program effectiveness with recommendations to improve unsatisfactory performance.

4. LISTING EMPLOYMENT OPENINGS

- A. **STATEMENT OF VIOLATION:** LandCare 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 60-300.5(a) 2-6.
- B. **OFCCP'S SPECIFIC FINDINGS:** LandCare could not provide evidence employment openings were listed with the Nevada Department of Employment, Training and Rehabilitation, the appropriate employment service delivery system where the openings occurred.
- C. **REMEDY:** Within 120 days of becoming a Federal contractor, who must develop and maintain an Affirmative Action Program, if applicable, LandCare 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 LandCare, as required by 41 CFR 60-300.5(a) (2)-(6) (2014). With its initial listing, and as subsequently needed to update the information, LandCare must 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). Should any of the information in the disclosures change since it was last reported to the ESDS, LandCare shall provide updated information simultaneously with its next job listing.

PART IV: REPORTS REQUIRED

LandCare must submit the documents and reports described below to:

Marvin R. Jordan, District Director
Phoenix District Office
U.S. Department of Labor, OFCCP
230 North 1ST Avenue, Suite 503
Phoenix, AZ 85003

1. LandCare agrees to submit two (2) progress reports in order for the OFCCP to monitor compliance with this Conciliation Agreement.

Report	Due Date	Period Covered
1	September 30, 2017	Effective date through August 31, 2017
2	October 31, 2018	October 1, 2017 through September 30, 2018

The reports shall include:

- A. Documentation of monetary payments to all Eligible non-Hispanic Class Members as specified in Part III of this Agreement. The documentation must include the names of Eligible Class Members and Eligible Class Members who were paid, the number and the amount of the check and the date the check cleared the bank. LandCare must provide OFCCP with copies of all canceled checks upon request;
- B. Documentation of specific hiring activity for Eligible Class Members who were hired for Laborer positions in accordance with this Agreement, including name, date of hire, job title hired into, rate of pay and proof of retroactive seniority and benefits;
- C. For Eligible Class Members who were considered for employment but were not hired, LandCare will provide the reason for non-placement along with all relevant documentation (e.g., documentation that the Eligible Class Member declined a job offer);
- D. A copy of the written Revised Hiring Process described in PART III, Paragraph 1.D.1. of this Agreement
- E. Documentation that all managers, supervisors and other personnel involved in recruiting, selecting, or tracking applicants for Laborer Non-Driver positions at the facility in Las Vegas, Nevada have been trained on the Revised Hiring Process. The documentation must include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed in the training, and the name and job title of each person who conducted the training

If within one year of the Effective Date of this Agreement, LandCare enters into a covered federal contract under 41 CFR 60-2.1, , LandCare will provide a report for the twelve (12)-month period following the effective date of the covered contract, including:

- A. The total number of applicants and hires and the breakdown by race and gender of applicants and hires for all Laborer Non-Driver positions during the reporting period. LandCare must provide OFCCP with copies of any applications, resumes, and self-identification forms associated with this report upon request;
- B. For the Laborer Non-Driver job group, a description of the qualifications LandCare used as a screening device and the stage of the selection process at which the screening device was used.
- C. For the Laborer job group, the results of LandCare's analysis as to whether its total selection process has adverse impact, as defined by 41 CFR 60-3.4 (D); when the total selection process has an adverse impact, the results of LandCare's evaluation of the individual components of the selection process for adverse impact.
- D. Evidence to support the actions taken by LandCare, where action was appropriate, after determining that any component of the selection process has an adverse impact on members of any race, gender, or ethnic group.
- E. Evidence to verify that LandCare is monitoring program effectiveness and has developed procedures in accounting for applications in the applicant tracking system for each job in the Laborer job group. Also, evidence that LandCare developed and implemented an internal audit and reporting system that periodically measures the effectiveness of its affirmative action program. Specifically, LandCare will provide evidence it accomplished the following corrective actions:
 - 1) Performed in-depth analyses of its total employment process to determine whether impediments to equal employment opportunity exist;
 - 2) Monitored records of all personnel activity, including, but not limited to, referrals, placements, transfers, promotions, terminations, and compensation to ensure the non-discriminatory policy is carried out;
 - 3) Scheduled routine internal reporting on the total effectiveness of Equal Employment Opportunity and progress towards organizational objectives;
 - 4) Disseminated and review the result of this compliance evaluation with all levels of management;
 - 5) Advised top management officials of program effectiveness and submit recommendations to improve any unsatisfactory performance.
 - 6) Conducted adverse impact analyses for all personnel activity where it is statistically feasible to do so.

F. Evidence to verify LandCare listed required employment openings with the Nevada Department of Employment, Training and Rehabilitation. (NV DETR)

LandCare 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 (or "whichever time period is longer").

PART V: SIGNATURES

The person signing this Conciliation Agreement on behalf of LandCare personally warrants that he or she is fully authorized to do so, that LandCare entered into this Conciliation Agreement voluntarily and with full knowledge of the effect thereof and that execution of this Agreement is fully binding on LandCare. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and LandCare USA, LLC; 3035 Westwood Drive, Las Vegas, NV 89109.

DATE: October 4, 2016 DATE: 10/13/2016

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

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

JAMES BALLARD
Vice President and General Counsel
LandCare USA, LLC
San Diego, CA

(b) (7)(C), (b) (7)(E)
(b) (7)(C), Compliance Officer
Office of Federal Contract Compliance
Programs
Las Vegas Field Office

DATE: 10/18/2016

DATE: 10/13/2016

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

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

JANETTE WIPPER
Regional Director
Office of Federal Contract Compliance
Programs
Pacific Region

MARVIN R. JORDAN
District Director
Office of Federal Contract Compliance
Programs
Phoenix District and Las Vegas Field
Offices

Attachment A: Class Member List
LandCare USA, LLC
Conciliation Agreement

Affected Class Members

Count	Application Date	Last Name	First Name
1	(b) (7)(C)		
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			

39	(b) (7)(C)	
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		
71		
72		
73		
74		
75		
76		
77		
78		
79		
80		
81		
82		
83		
84		
85		

86	(b) (7)(C)	
87		
88		
89		
90		
91		
92		
93		
94		
95		
96		
97		
98		
99		
100		
101		
102		
103		
104		
105		
106		
107		
108		
109		
110		
111		
112		
113		
114		
115		
116		
117		
118		
119		
120		
121		
122		
123		
124		
125		
126		
127		
128		
129		
130		
131		
132		

133	(b) (7)(C)	
134		
135		
136		
137		
138		
139		
140		
141		
142		
143		
144		
145		
146		
147		
148		
149		
150		
151		
152		
153		
154		
155		
156		
157		
158		
159		
160		
161		
162		
163		
164		
165		
166		
167		
168		
169		
170		
171		
172		
173		
174		
175		
176		
177		
178		
179		

180	(b) (7)(C)	
181		
182		
183		
184		
185		
186		
187		
188		
189		
190		
191		
192		
193		
194		
195		
196		
197		
198		
199		
200		
201		
202		
203		
204		
205		
206		
207		
208		
209		
210		
211		
212		
213		
214		
215		
216		
217		
218		
219		
220		
221		
222		
223		
224		
225		
226		

227	(b) (7)(C)	
228		
229		
230		
231		
232		
233		
234		
235		
236		
237		
238		
239		
240		
241		
242		
243		

Attachment B
LandCare USA, LLC
Conciliation Agreement

Attachment B

NOTICE TO AFFECTED CLASS

Dear [NAME]:

LandCare USA ("LandCare") (formerly Trugreen Landcare) and the US 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") and the Vietnam Era Veterans' Readjustment Assistance Act ("VEVRAA") that OFCCP found during a compliance review of LandCare's Las Vegas, Nevada branch. OFCCP's analysis of LandCare's hiring process and selection procedures revealed that during the period from May 1, 2012 through December 31, 2013, LandCare discriminated against Non-Hispanic applicants for Laborer, Non-Driver positions. OFCCP found that there was a statistically significant disparity in the hiring of Laborer Non-Drivers based on national origin and race.

LandCare has not admitted to any violation of E.O. 11246 or VEVRAA and there has not been any adjudicated finding that LandCare violated any laws. OFCCP and LandCare entered into the Agreement to resolve the matter without resorting to further legal proceedings. You have been identified as an individual who was considered for a Laborer Non-Driver position during that time period, but was not selected.

As part of this Agreement, you are eligible to receive a distribution of at least \$666.25 less lawful payroll deductions. Under the terms of this Agreement it may take up to six (6) months from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification Form. You should complete and mail back the forms as soon as possible; and it *must* be postmarked to the address below no later than thirty (30) days after the date this Notice was postmarked for you to be entitled to participate in this settlement:

*Chris Frank
VP/Human Resources
5248 Governor Drive
San Diego, CA 92122*

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification Form.

In addition to the monetary distribution, LandCare will be making job offers for Laborer, Non Driver positions to a limited number of individuals receiving this notification. It is not certain that you will receive a job offer; however, if you are still interested in employment with LandCare, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for Laborer-Non-Driver positions in the order that they

Attachment B
LandCare USA, LLC
Conciliation Agreement

applied. All individuals hired pursuant to this Agreement will be provided with retroactive seniority for purposes of benefits. If you have any questions you may call Jim Ballard, LandCare's representative, at (619) 930-9484, or OFCCP Compliance Officer (b) (7)(C), (b) (7)(E)

(b) (7) Your call will be returned as soon as possible.
(C)

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO LANDCARE WITHIN THIRTY (30) DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE IS POSTMARKED YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

Sincerely,

Chris Frank
Vice President/Human Resources
LandCare USA, LLC

cc: (b) (7)(C), (b) (7)(E) Compliance Officer, US Department of Labor

Enclosures: Information Verification Form
Postage Paid Return Envelope

Attachment C

INFORMATION VERIFICATION FORM

You must complete this form in order to be eligible for the monetary payment and/or employment opportunities under the terms of the Conciliation Agreement (“Agreement”) between LandCare USA, LLC (formerly TruGreen Landcare) and the Department of Labor’s Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Address: _____

Telephone Number: _____

Alternate Telephone Number _____

- Notify LandCare USA at the address below if your address or phone number changes within the next twelve months.

Social Security Number (to be used for tax purposes only): _____ - _____ - _____

For purposes of this settlement, it is necessary to verify your, race and/or ethnicity. (check one)

- Hispanic or Latino
- Black or African-American, not Hispanic or Latino
- White, not Hispanic or Latino
- Asian, not Hispanic or Latino
- American Indian or Alaskan Native, not Hispanic or Latino
- Native Hawaiian or Other Pacific Islander, not Hispanic or Latino
- Two or More Races, not Hispanic or Latino

Attachment C
LandCare USA, LLC
Conciliation Agreement

Please indicate below whether you are currently interested in employment in a Laborer Non-Driver position with LandCare. If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

- Yes, I am still interested in employment with LandCare as a Laborer Non-Driver.
- No, I am not interested in employment with LandCare as a Laborer Non-Driver.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Chris Frank
Vice President/Human Resources
LandCare USA, LLC
5248 Governor Drive
San Diego, CA 92122

I, _____, certify the above is true and correct.
(print name)

Signature

Date