

CONCILIATION AGREEMENT  
Between  
THE U. S. DEPARTMENT OF LABOR  
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS  
and  
MILLCROFT SENIOR LIVING  
255 POSSUM PARK ROAD  
NEWARK, DE 19711

**PART I. PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs (“OFCCP”) commenced a compliance evaluation of Millcroft Senior Living’s (“Millcroft”) facility located at 255 Possum Park Road, Newark, DE 19711, and found that Millcroft was not in compliance with Executive Order 11246, as amended (“E.O. 11246”), Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (“Section 503”), and the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (“VEVRAA”), and their implementing regulations at 41 CFR Sections 60-1, 60-2, 60-3, 60-300, and 60-741. OFCCP notified Millcroft of the initial violations found and the corrective actions required in a Notice of Violations (“NOV”) issued on August 5, 2016. 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 Millcroft 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 Millcroft’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, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (“Section 503”), or the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (“VEVRAA”), 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 Millcroft violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Millcroft 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. Millcroft will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. Millcroft understands that nothing in this Agreement relieves Millcroft 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. Millcroft 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).
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. 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.
7. If one or more provisions of this Agreement are rendered 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 Mid-Atlantic Region (the "Effective Date") unless the Director of OFCCP indicates otherwise within 45 calendar days of the date the Regional Director signs the Agreement.
9. This Agreement will expire sixty (60) days after Millcroft submits the final report required in Part IV-1 below, unless OFCCP notifies Millcroft in writing prior to the expiration date that Millcroft has not fulfilled all of its obligations under the Agreement, in which case, the Agreement is automatically extended until the date that OFCCP determines Millcroft has met all of its obligations under the Agreement.
10. If Millcroft violates this Conciliation Agreement,
  - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
    - 1) If OFCCP believes that Millcroft violated any term of the Agreement while it was in effect, OFCCP will send Millcroft a written notice stating the alleged violations and summarizing any supporting evidence.
    - 2) Millcroft 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 Millcroft 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. Millcroft 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.

11. This Agreement does not constitute an admission by Millcroft of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Millcroft violated any laws.

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

1. **VIOLATION:** Since at least March 1, 2013, Millcroft discriminated against White and Hispanic applicants on the basis of their race in hiring for the Nurse's Aide position, in violation of 41 CFR 60-1.4(a)(1). Specifically, during the period March 1, 2013 through February 28, 2014, Millcroft failed to apply its selection criteria uniformly for all applicants, which resulted in a statistically significant difference in the rates at which White and Hispanic applicants were hired into the Nurse's Aide position. OFCCP found that Millcroft hired (b) (7)(E) Black applicants, (b) (7)(E) White applicants, and (b) (7)(E) Hispanic applicants. This difference resulted in a shortfall of five (5) White hires, with a statistical significance of (b) (7)(E) standard deviations; and shortfall of one (1) Hispanic hires with a statistical significance of (b) (7)(E) standard deviations.

**REMEDY:** Millcroft must agree to cease and desist using any selection procedure(s) that result in discrimination against White and Hispanic applicants for Nurse's Aide positions identified in this violation, as required by 41 CFR 60-1.4(a).

In addition, Millcroft shall implement the following make-whole actions for the White and Hispanic applicants who were not hired for the Nurse's Aide position during the period of March 1, 2013 through February 28, 2014 ("Class Members"):

- a. **Notification:** Within 15 days of the effective date of this Agreement, the OFCCP will compile a list of the names and current addresses of the Class Members named in Attachment A and will provide that list to the Millcroft Settlement Administrator. Within thirty (30) calendar days of receiving the above-referenced list of Class Member names and addresses, the Millcroft Settlement Administrator will send the following to each Class Member on that list by Certified U. S. Mail, return-receipt requested:

(1) Notice to Affected Class (Attachment B, "Notice"); (2) Information Verification and Expression of Interest Form (Attachment C, "Information Form"); (3) a Release of Claims Form (Attachment D, "Release Form"); and (4) a postage-paid return envelope addressed to the Millcroft Settlement Administrator. The Notice to Class Members, Information Verification and Expression of Interest Form, and Release of Claims under Executive Order 11246 Form are hereinafter referred to as the "Forms").

If any of the Millcroft mailings described above are returned by the U. S. Postal Service as undeliverable, Millcroft will notify OFCCP of such returned letters on a weekly basis. In addition, within fifteen (15) days following the expiration of the response deadline set out in the Information Form (Attachment C), Millcroft 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 the completed and signed Forms. OFCCP will then attempt to obtain updated addresses and will provide such updated addresses to Millcroft within fifteen (15) days of receiving the list from Millcroft.

Within 15 days of receiving the updated addresses from OFCCP, Millcroft agrees to send a second Notice, the Forms, and stamped addressed return envelope by certified mail, return-receipt requested, to all individuals for whom OFCCP provided updated addresses.

- b. Eligibility: All members of the affected class (listed on Attachment A) who complete, sign and return the Forms to Millcroft within thirty (30) days of the postmarked date on the envelope containing the Forms will be “Eligible Class Members” and will receive a share of the monetary settlement. If an individual receives, but does not return the completed and signed Forms to the Millcroft Settlement Administrator within thirty (30) calendar days of the postmarked date on the envelope containing the first or second set of Forms, the Class Member will no longer be entitled to a payment under this Agreement.

Within fifteen (15) days after the latest response deadline set out in the Information Form, Millcroft will provide OFCCP with a list of the individuals who returned the completed and signed Forms by the deadline (“Eligible Class Members”). Within fifteen (15) calendar days after receiving the Eligible Class Members list from Millcroft, OFCCP will approve the final list of Eligible Class Members or discuss with Millcroft any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

- c. Monetary Settlement (Back Pay): Millcroft agrees to distribute \$50,000 (\$41,979.81 in back pay and \$8,020.19 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’ share of the FICA taxes), to all Eligible Class Members on the final approved list. Millcroft will disburse the monetary settlement within thirty (30) calendar days after OFCCP approves the final list of Eligible Class Members. Millcroft will pay to 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 as well as an IRS Form 1099 for the portion of the payment representing interest. These IRS forms will be mailed at the same time as other such forms are mailed annually to the Millcroft workforce.

Should any of the above-referenced checks to Eligible Class Members be returned as undeliverable, Millcroft will notify OFCCP within fifteen (15) days of this fact via e-mail sent to Edward J. Rogers, District Director, and Marlene Y. Williams, Assistant District Director, at [rogers.edward@dol.gov](mailto:rogers.edward@dol.gov) and [williams.marlene@dol.gov](mailto:williams.marlene@dol.gov), respectively. OFCCP will attempt to locate the Eligible Class member and if OFCCP obtains an alternate address, Millcroft will re-mail the check within fifteen (15) calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds, Millcroft will make a second distribution to all Eligible Class Members who cashed their first check by mailing checks in equal amounts within fifteen (15) calendar days.

- d. Employment: As positions become available, Millcroft will consider qualified Eligible Class Members not currently employed by Millcroft who indicate an interest in employment with Millcroft as Nurse’s Aides on The Information Verification & Employment Interest Form (Attachment B) returned to the Millcroft Settlement

Administrator until six (6) Eligible Class Members are hired into the Nurse's Aide position or until the list of Eligible Class Members expressing an interest in employment is exhausted, whichever occurs first. Any employment offer made to an Eligible Class Member by Millcroft will be sent by certified mail, return receipt requested.

Eligible Class Members will be allowed no less than two weeks to report for work after receiving a written job offer from Millcroft. The Eligible Class Members hired into Nurse's Aide positions pursuant to this Agreement must be paid the current wage rate for the Nurse's Aide position, and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other Nurse's Aide employees. 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.

- e. **Selection Procedures:** Pursuant to this agreement Millcroft will cease and desist use of any selection procedure(s) which results in discrimination against White and Hispanic applicants for Nurse's Aide positions. Millcroft will examine, monitor and, if necessary, modify its selection procedures as necessary to ensure that selection criteria are applied uniformly, that hiring decisions for Nurse's Aide positions are made in a non-discriminatory manner, and that all stages of its selection procedures are in compliance with 41 CFR § 60-1.4(a) and 41 CFR § 60-3, the Uniform Guidelines on Employee Selection Procedures ("UGESP").
  - f. **Training:** Within ninety (90) days from the effective date of this Agreement, Millcroft shall conduct mandatory training for all of its human resource personnel, as well as managers and supervisors involved in the selection process for the Nurse's Aide position. Such training will cover recruitment and applicant tracking procedures; the neutral application of the specified qualifications and criteria that will be used at each step in the selection process; procedures to be used to document the decisions made at each step in the selection process; and procedures to be used to ensure that documents are retained in accordance with 41 CFR § 60-1.4(a)(1), 41 CFR § 60-1.12(a) and 41 CFR § 60-3. Such training will also cover equal employment opportunity rights and responsibilities, legal prohibitions against discrimination on the basis of sex, race, national origin, color, religion, disability and veteran status, and Millcroft's commitment to diversity and non-discrimination.
2. **VIOLATION:** During the period March 1, 2013 through February 28, 2014, Millcroft failed to preserve all personnel or employment records 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, in violation of 41 CFR 60-1.12(a). Specifically, Millcroft failed to preserve copies of all applications, resumes, self-id forms, and interview notes.
- REMEDY:** Millcroft will preserve and maintain all personnel and employment records 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, in accordance with the requirements 41 CFR 60-1.12(a).
3. **VIOLATION:** During the period March 1, 2013 through February 28, 2014, Millcroft 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.

**REMEDY:** Millcroft 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 Millcroft, as required by 41 CFR 60-300.5(a)2-6 (2014). With its initial listing, and as subsequently needed to update the information, Millcroft 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. Should any of the information in the disclosures later change since it was last reported to the ESDS, Millcroft shall provide updated information simultaneously with its next job listing.

4. **VIOLATION:** During the period March 1, 2013 through February 28, 2014, Millcroft failed to include the equal opportunity clause for VEVRAA in its subcontracts and/or purchase orders, either directly or by reference, in violation of 41 CFR 60-300.5(a)-(d).

**REMEDY:** Millcroft will include or reference the provisions of the equal opportunity clause in its subcontracts and purchase orders, as required by 41 CFR 60-300.5(a)-(d) (2014). If Millcroft incorporates the equal opportunity clause in its subcontracts and purchase orders by reference, rather than by restating the clause verbatim, it must incorporate the clause in the manner prescribed by 41 CFR 60-300.5(d).

5. **VIOLATION:** During the period March 1, 2013 through February 28, 2014, Millcroft failed to include the equal opportunity clause for Section 503 in its subcontracts and/or purchase orders, either directly or by reference, in violation of 41 CFR 60-741.5(a)-(d).

**REMEDY:** Millcroft will include or reference the provisions of the equal opportunity clause in its subcontracts and purchase orders, as required by 41 CFR 60-741.5(a)-(d) (2014). If Millcroft incorporates the equal opportunity clause in its subcontracts and purchase orders by reference, rather than by restating the clause verbatim, it must incorporate the clause in the manner prescribed by 41 CFR 60-741.5(d).

6. **VIOLATION:** During the period March 1, 2013 through February 28, 2014, Millcroft, failed to demonstrate its good faith efforts to obtain the established goals and objectives by failing to develop and implement action-oriented programs addressing job groups where there is a declaration of underutilization as required under 41 CFR 60-2.16 and 41 CFR 60-2.17(b) and (c). Specifically, Millcroft failed to provide documentation of its good faith efforts for females in Job Group 3LP-Licensed Practical Nurses.

**REMEDY:** If a Female goal is established in Job Group 3LP for any AAP year during this Conciliation Agreement Millcroft will develop and execute detailed action oriented programs aimed at increasing the pool of females applicants in Job Group 3LP and will ensure a good faith effort is made to attain the goals and objectives established for females for this job group.. Millcroft will contact the resources listed below to solicit, on an ongoing basis,

referrals of female applicants for open positions in Job Group 3LP and will periodically review the effectiveness of each resource in providing qualified applicant referrals.

University of Delaware – Career Services Center  
Lynn Sydnor-Epps  
401 Academy St.  
Newark, DE 19716  
(302) 831-3159

Delaware State University Career Services  
Dr. Bill H. Means, Director, Career Services  
1200 N. DuPont Highway  
Dover, DE 19901  
(302) 857-6120  
[bmeans@desu.edu](mailto:bmeans@desu.edu)

Millcroft agrees that when employment openings that are to be filled by external candidates occur for the Licensed Practical Nurses in the 3LP job group, the Millcroft senior Human Resources official or designee will ensure that requests for female referrals from the organizations identified in this corrective action, and any other similar organizations found by Millcroft, are made contemporaneously with the posting of such openings with any other external source. The referral letter, fax, email or other similar notification sent by Millcroft will include at a minimum the following: position description of the job vacancy; minimum qualifications, starting salary, open and close date, and the manner in which interested individuals should communicate their interest in being considered for such opening.

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

Millcroft agrees to furnish OFCCP with three (3) progress reports. Millcroft will send each report to the following address:

U.S. Department of Labor  
Office of Federal Contract Compliance Programs  
Attention: Edward J. Rogers, District Director  
Robert Nix Federal Building  
900 Market Street – Room 311  
Philadelphia, PA 19107

The first report will be due June 1, 2018 and will include:

1. Documentation of the monetary relief provided to all Nurse's Aide Class Members as specified in the Remedy to Violations 1. The documentation shall include copies of all signed "Information Verification Forms," copies of the checks disbursed by Millcroft to all Eligible Class Members, or other documentation verifying that all Eligible Class Members were paid.

2. Documentation verifying that Millcroft provided training in equal employment opportunity to its human resources personnel as well as managers and supervisors involved in the selection process, as required by paragraph f. of the Remedy to Violation 1 of this Agreement. This documentation will include, but not be limited to: date(s) of the training; copies of training materials used or distributed in the training; a list of all those receiving the training (including: names, signatures, and job titles of those in attendance); the duration of the training session(s); and the name, title and qualifications of the person(s) providing the training.
3. A description of: any selection procedure(s) revised by Millcroft in the process of filling openings in the Nurse's Aide job group, including any revision(s) to its recruitment process, prescreening of job applications, or interviewing and testing of applicants; as well as any revisions to Millcroft's tracking methods including race, ethnicity and gender information. Millcroft will also include a description of the internal audit and reporting systems put into place for monitoring Millcroft's progress and program effectiveness;
4. Documentation of specific hiring activity for Eligible Class Members who were hired into Nurse's Aide 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.
5. For Eligible Class Members who were considered for employment but were not hired, Millcroft will provide the reason for non-selection along with supporting documentation (e.g., documentation that the Eligible Class Member declined a job offer).

The second report will be due November 1, 2018 and will include the information listed below for the period September 1, 2017 through August 31, 2018. The third report will be due on November 1, 2019 and will include the information listed below for the period September 1, 2018 through August 31, 2019.

1. If a Female goal is established in Job Group 3LP for any AAP year during this Conciliation Agreement, provide evidence of action-oriented programs carried out by Millcroft as identified in violation six (6) under Part III of this Conciliation Agreement as follows:
  - a. Copies of all communications to or postings with each recruitment source used and copies of all responses received from such sources.
  - b. Applicant logs identifying all applicants for Job Group 3LP- Licensed Practical Nurses during the reporting period(s) specified above, including name, date of application, job title applied to or considered for, job title hired into, race/ethnicity and gender (if provided), referral source (including those sources identified in the CA and found and utilized by Millcroft), final disposition (hired or not hired), date of hire, rate of pay, and the reason for non-selection if not hired.
  - c. If a Female goal is not established in Job Group 3LP for any AAP year during this Conciliation Agreement, provide Millcroft's determination from comparing incumbency to availability under 41 CFR 60-2.15 that a placement goal is not required.

2. Documentation confirming that Millcroft listed all employment openings at its facility with an appropriate employment service delivery system (ESDS) (either the state workforce agency job bank or a local ESDS), as required by 41 CFR 60-300.5(a) 2-6(2014). This should also include a copy of the job vacancy listing, and documentation that demonstrates Millcroft advised the employment service that it is a Federal contractor and provided the name and location of each hiring location within the state; the contact information for the contractor official responsible for hiring at each location.
3. Documentation of any referrals received from the appropriate employment service delivery system (ESDS) (either the state workforce agency job bank or a local ESDS), including but not limited to the name of each individual referred; his or her gender, race/ethnicity, protected veteran status and disability status (if any of these have been provided), date(s) of referral, job title applied or considered for, job title hired into, date of hire, hiring rate of pay, the final disposition of the referred individual (hired or not hired), and the reason(s) for non-hire where applicable.
4. Documentation of specific hiring activity for Eligible Class Members who were hired into Nurse's Aide 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; and
5. For Eligible Class Members who were considered for employment but were not hired into the Nurse's Aide position, Millcroft will provide the reason for non-placement along with all relevant documentation (e.g., documentation that the Eligible Class Member declined a job offer).

This Conciliation Agreement will remain in full force and effect until sixty (60) days following Millcroft's submission of the final report due November 1, 2019, or until such time as OFCCP has deemed that Millcroft has met all conditions of this Agreement. The date of signature by the OFCCP Regional Director will constitute the effective date of this Agreement.

**INTEGRATION CLAUSE:** This Conciliation Agreement represents the full Agreement between Millcroft and OFCCP, and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither Millcroft nor OFCCP relies upon any promise, representation of fact or law, or other inducements that are 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.

**PART V. SIGNATURES**

This Conciliation Agreement is hereby executed by and between the OFCCP and Millcroft Senior Living, 255 Possum Park Road, Newark, DE 19711.

For Millcroft Senior Living:

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

WENDY MERAD  
Regional Director of Operations

Date: 9/26/2017

For U. S. DOL, OFCCP:

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

MICHELE HODGE  
Mid-Atlantic Regional Director

Date: 9/27/2017

**Attachment A – Class Members**

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## ATTACHMENT B

### NOTICE TO AFFECTED CLASS

Dear [NAME]:

Millcroft Senior Living ("Millcroft") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to remedy violations of EXECUTIVE ORDER 11246 ("E.O. 11246") that OFCCP found during a compliance review of the Millcroft facility in Newark, Delaware. OFCCP's analysis of Millcroft's hiring process and selection procedures revealed that during the period of March 1, 2013 through February 28, 2014 ("review period") Millcroft discriminated against White and Hispanic applicants for Nurse's Aide positions. OFCCP found that there was a disparity in the hiring of Nurse's Aide jobs based on race. Millcroft has not admitted to any violation of Executive Order 11246 and there has not been any adjudicated finding that Millcroft violated any laws. OFCCP and Millcroft entered into the Agreement to resolve the matter without resorting to further legal proceedings. You have been identified as an individual who applied but was not hired for a Nurse's Aide position during that time period.

As part of this Agreement, you are eligible to receive a distribution of at least \$2,000 less lawful payroll deductions. Under the terms of this Agreement it may take several months from the date of this letter before you receive your distribution. In order to be eligible for a payment and/or consideration for employment, you must complete, sign, and return the enclosed Information Verification and Employment Interest Form, and Release of Claims Form. You should complete, sign and mail back these Forms as soon as possible. You may use the enclosed postage-paid return envelope to return the completed and signed Forms. Your return mailing to the address below *must* be postmarked no later than 30 days after the postmark date on the envelope in which this Notice was mailed to you in order to be entitled to participate in this settlement:

*Julie Goodale  
Millcroft Settlement Administrator  
C/O Gaucher Associates  
50 Oliver Street, Suite 212  
No. Easton, MA 02356*

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification and Employment Interest Form, and Release of Claims Form.

In addition to the monetary distribution, Millcroft will be making job offers for Nurse's Aide - SNF to a limited number of individuals receiving this notification. It is not certain that you will receive a job offer. If you are still interested in employment with Millcroft, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for Nurse's Aide - SNF positions in the order that Millcroft receives the Information Verification and Employment Interest Form expressing an interest in employment. 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 OFCCP Compliance Officer (b) (6), (b) (7)(C) or Millcroft Settlement Administrator Julie Goodale at 508-230-7001. Your call will be returned as soon as possible.

**IT IS IMPORTANT THAT YOU ACT PROMPTLY. IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE MILLCROFT SETTLEMENT ADMINISTRATOR 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.**

Sincerely,

*Julie Goodale*  
*Millcroft Settlement Administrator*

Enclosures:

Information Verification and Employment Interest Form  
Release of Claims Form

ATTACHMENT C

INFORMATION VERIFICATION & EMPLOYMENT INTEREST 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 Millcroft Senior Living ("Millcroft") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP"). Please print legibly, except for the signature

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

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

Telephone Nos.: Home \_\_\_\_\_ Cell \_\_\_\_\_ Work \_\_\_\_\_

It is important that you notify the Millcroft Settlement Administrator if any of the above information changes within the next twelve months.

For purposes of this settlement, it is necessary for you to verify your race by checking the appropriate category below and to provide your date of birth and your social security number (for tax withholding purposes only):

Caucasian [ ] African [ ] American [ ] Hispanic [ ] Asian [ ] Native American [ ]

Date of Birth: \_\_\_\_\_

Your Social Security Number (to be used for tax purposes only): \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Please indicate below whether you are currently interested in employment in a Nurse's Aide position with Millcroft. If you complete, sign, and return this Information Verification and Employment Interest Form, and the Release of Claims 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 Millcroft as a Nurse's Aide.
[ ] No, I am not currently interested in employment with Millcroft as a Nurse's Aide.

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.

Julie Goodale
Millcroft Settlement Administrator
C/O Gaucher Associates
50 Oliver Street, Suite 212
No. Easton, MA 02356

I, \_\_\_\_\_, certify the above is true and correct.
(Print your name)

\_\_\_\_\_  
(Signature) (Date)

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

This Release of Claims under Executive Order 11246 ("Release") is a legal document. The document states that in return for Millcroft Senior Living and its parent Five Star Senior Living (hereinafter collectively referred to as "Millcroft") paying you money, you agree that you will not file any lawsuit against Millcroft for allegedly violating Executive Order 11246 in its compensation of Class Members for its failure to hire them as Nurse's Aides. It also says that Millcroft 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 this document by a certain date, you will not receive any money.

In consideration of the payment of a pro rata share of back pay and interest (less deductions required by law) by Millcroft to me, which I agree is acceptable, I, \_\_\_\_\_ agree to the following: Print Your Name

I.

I hereby waive, release and forever discharge Millcroft, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, 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 compensation as a Nurse's Aide on the basis of my race at any time prior to the date of my signature on this Release.

II.

I understand that Millcroft denies that it treated me unlawfully or unfairly in any way and that Millcroft 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 July 10, 2014. I further agree that the payment of the aforesaid sum by Millcroft to me is not to be construed as an admission of any liability by Millcroft.

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.

I understand that if I do not sign this Release and return it to the Millcroft Settlement Administrator **WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS RELEASE WAS POSTMARKED**, I will not be entitled to receive any payment from or consideration for employment by Millcroft.

IN WITNESS WHEREOF, I have signed this document on this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature)