

# CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

COMPASS GROUP USA, INC.

## **PART I. PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated Compass Group USA, Inc.’s facility, Morrison Sector @ Mobile Infirmary, #1055 (“Morrison”) located at 5 Mobile Infirmary Circle, Mobile, Alabama 36652 and found that Morrison was not in compliance with Executive Order 11246, as amended (“E.O. 11246”) and its implementing regulations at 41 C.F.R. Sections 60-1 and 60-3. OFCCP notified Morrison of the specific violations found and the corrective actions required in a Notice of Violation issued on September 17, 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 Morrison 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 Morrison’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 Morrison violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. This Agreement does not constitute an admission by Morrison of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Morrison violated any laws.
3. OFCCP may review Morrison’s compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Morrison will permit access to its premises during normal

business hours for these purposes and will provide OFCCP with all reports and documents requested.

4. Nothing in this Agreement relieves Morrison 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.
5. Morrison will not 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 and 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 OFCCP’s Southeast 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 60 calendar days after Morrison submits the final progress report required in Part IV below, unless OFCCP notifies Morrison in writing prior to the expiration date that Morrison has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Morrison has met all of its obligations under the Agreement.
11. If Morrison violates this Conciliation Agreement,
  - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
    - 1) If OFCCP believes that Morrison violated any term of the Agreement while it was in effect, OFCCP will send Morrison a written notice stating the alleged violations and summarizing any supporting evidence.
    - 2) Morrison will have 30 calendar 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 Morrison 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. Morrison 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 is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with the creation of this Agreement, will constitute evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this Agreement.

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

1. **VIOLATION**: Personnel activity provided by Morrison for the period of April 1, 2012 through March 31, 2013, revealed that Morrison's selection process had an adverse impact on the hiring of Blacks into Service Worker positions. From a pool of (7)(E) qualified Black applicants, only (7)(E) were hired into these positions. During this same period, from a pool of (7)(E) qualified White applicants, (7)(E) were hired into Service Worker positions. Additionally, a logistic regression taking into account preferred qualifications, such as high school or GED and related experience, reveals that Blacks were held to a stricter standard than White applicants. This disproportionate hiring pattern is statistically significant at (7)(E) standard deviations, with a shortfall of 8 Black hires.

Accordingly, OFCCP finds that Morrison discriminated against 189 Black applicants not hired into Service Worker positions because of their race, in violation of 41 C.F.R. § 60-1.4(a)(1).

**REMEDY**: Morrison agrees to the following:

- A. **Selection Procedures**: Morrison will cease and desist using any selection procedures that resulted in discrimination against Black applicants for Service Worker positions. Morrison will examine, monitor and modify its selection procedures as necessary to ensure that the selection criteria are applied uniformly and the hiring decisions for the Service Worker positions are made in a non-discriminatory manner. Morrison will also ensure that all stages of its revised 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").

- B. Notification and Eligibility of Class Members: Within 60 calendar days of the Effective Date of this Agreement, Morrison must provide, via certified mail, the following documents to the last known address of the 189 class members listed in Attachment A (“Affected Class Members”): (1) the Notice to Class Members (Attachment B, “Notice”); (2) the Information Verification & Employment Interest Form (Attachment C, “Interest Form”); (3) the Release of Claims under Executive Order 11246 (Attachment D, “Release”); and (4) a postage paid return envelope.

To be eligible for the distribution of back pay and/or jobs described in sections C and D below, the Affected Class Members must complete and mail the Interest Form and Release to Morrison within the 21-day postmark deadline set forth in the Notice.

Within 45 calendar days after the deadline set forth in the Notice, Morrison will notify OFCCP of all of the class members who did not respond, including the names of the class members whose Interest Form and Release were returned as undeliverable. OFCCP will have 60 calendar days from its receipt of such list to attempt to locate those class members, verify their updated addresses, and provide Morrison with an updated address list. Morrison will have 30 calendar days from receipt of this list to send another copy of the Notice along with the Interest Form, Release, and postage paid return envelope, as described above.

Within 30 calendar days after the response deadline set forth in the second Notice, Morrison will provide OFCCP with a full list of the class members who submitted a fully executed Interest Form and Release within the deadlines described above. Within 15 calendar days after receiving the list, OFCCP will review the list, discuss with Morrison any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals, and approve of a “Final List” of class members (“Eligible Class Members”).

Only the individuals on the Final List will receive a share of the monetary settlement and/or an offer of employment under the terms of this Agreement. The individuals on the Final List are entitled to an equal share of the monetary settlement regardless of whether they are interested in employment with Morrison.

- C. Monetary Settlement: Morrison will provide back pay plus interest in the amount of \$28,580.09 in back pay and \$1,341.07 in interest to the Eligible Class Members. This monetary settlement, less any deductions required by law, will be distributed equally among all Eligible Class Members. Morrison will pay the Internal Revenue Service (“IRS”) the employer’s share of social security withholdings and will mail each Eligible Class Member an IRS W-2 Form reporting the portion of the payment representing back pay, and an IRS Form 1099 for the portion of the payment representing interest, if required. These IRS forms will be mailed at the end of the applicable tax year in which the funds are disbursed.

Morrison will disburse the monetary settlement within 45 calendar days after OFCCP approves the Final List. Within 15 business days of Morrison’s receipt of a check returned

as undeliverable, Morrison will notify OFCCP of this fact via e-mail sent to Compliance Officer (7)(C), (7)(E), (7)(C), (7)(E) @dol.gov. OFCCP will have 15 calendar days to locate the Eligible Class Member, and if OFCCP obtains an alternate address in the designated time period, Morrison will re-mail the check within 15 calendar days of receiving an alternate or corrected address. Any check that remains uncashed 90 calendar days after the initial date the check was mailed to the Eligible Class Member will be void.

With respect to any uncashed funds, Morrison will distribute the remaining funds in equal shares to all Eligible Class Members who cashed their check. Morrison will distribute these remaining funds within 30 calendar days of the uncashed checks becoming void.

- D. Offers of Employment: Morrison has established an on-line application process for job seekers interested in working for Morrison. Eligible Class Members who express an interest in employment on the Interest Form will be provided written instructions within 30 calendar days of Morrison receiving the Final List on how to participate in Morrison's on-line application process by creating an on-line profile in Morrison's recruiting system and apply for open Service Worker positions at the Mobile Infirmarium. As Service Worker positions become available, Morrison will make job offers, via certified mail, to Eligible Class Members who express interest in employment on the Interest Form, possess the qualifications for the open position(s), are not currently employed by Morrison, create an on-line profile, apply for the open position(s) and do not remove themselves from consideration. The written job offer shall include the job title and have a wage rate of no less than the current starting hourly wage. After a job offer is made, the Eligible Class Member must successfully complete all post-offer requirements including Morrison's post-offer background check, post-offer drug screening and post-offer health assessment. Morrison will make these job offers until 8 Eligible Class Members are offered positions and successfully complete all post-offer requirements, or until the list of Eligible Class Members expressing an interest in employment is exhausted, whichever occurs first.

Eligible Class Members will be considered for hire in the order an on-line profile is created in Morrison's recruiting system and an application is submitted for an open position. Morrison will initiate its hiring process of Eligible Class Members within 30 calendar days after OFCCP notifies Morrison of its approval of the Final List and must complete its hiring obligations under this section within 1 year of the Effective Date of this Agreement. If Morrison is not able to make 8 offers of employment to Eligible Class Members or exhaust the list of Eligible Class Members expressing an interest in employment within 1 year, OFCCP may extend the hiring provision of this Agreement for up to 6 months or until Morrison satisfies its employment obligations, whichever occurs first. Until the list of Eligible Class Members is exhausted, the Eligible Class Members will have priority over all other candidates for hire into the Service Worker positions.

The report-to-work date for Eligible Class Members hired pursuant to this Agreement shall be no later than 14 calendar days after the date of the written conditional job offer and the Eligible Class Member has successfully completed all post-offer requirements. If the Eligible Class Member does not report to work on the day designated by Morrison without providing Morrison on or before that day notice of good cause for the absence (e.g. personal

illness or care for an immediate family member), or if good cause is provided and the Eligible Class Member does not report to work within 5 calendar days of the original designated start date, Morrison may withdraw the job offer and shall be under no obligation to hire such Eligible Class Member under this Agreement. Documentation of all hiring decisions, including job offers made and reasons for rejection, will be available for review by OFCCP pursuant to Part IV below.

Morrison will provide the Eligible Class Members the same training opportunities and opportunity to earn overtime and shift differentials as other similarly situated Service Worker employees.

- E. **Retroactive Seniority**: Eligible Class Members who begin employment as a result of this Agreement will be given retroactive seniority dating back to the date he or she originally applied for employment.
- F. **Training**. Within 75 days from the Effective Date of this Agreement, Morrison shall conduct mandatory training for all its managers at the Mobile Infirmiry establishment involved in the selection process for all Service Worker positions. Such training shall include 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 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 subjects of equal employment opportunity rights and responsibilities, legal prohibitions on the basis of sex, race, national origin, color, religion, disability, sexual orientation, gender identity and veteran status, and Morrison's commitment to diversity and non-discriminatory hiring.

- 2. **VIOLATION**: Morrison failed to identify in the personnel records it keeps, where possible, the gender, race, and ethnicity of each applicant, or Internet Applicant, as defined in 41 CFR § 60-1.3, whichever is applicable to the particular position. 41 CFR § 60-1.12(c) (1) (ii).

**REMEDY**: Morrison will identify in the personnel records it keeps, where possible, the gender, race, and ethnicity of each applicant or Internet Applicant, as defined in 41 CFR 60-1.3, whichever is applicable to the particular position.

- 3. **VIOLATION**: Morrison failed to preserve personnel and employment records for a period of not less than two years from the date of: (a) the making of the record; or (b) the personnel action involved, whichever occurred later. Specifically, Morrison failed to preserve complete and accurate records of its application and selection procedures to include applications, test materials, self-identification forms, and interview records, in violation of 41 CFR § 60-1.12(a).

**REMEDY**: Morrison will preserve all personnel or employment records it makes or keeps in either electronic or hard copy format for all jobs in Job Group 9, including but not limited to all expressions of interest through the internet or related data technologies, records related to internal

and/or external databases, physical and online applications and resumes, testing materials, and interview 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. Where a compliance evaluation has been initiated, Morrison will preserve all personnel or employment records until OFCCP makes a final disposition in the matter. Morrison will provide copies of all personnel and employment records to OFCCP upon request.

4. **VIOLATION:** Morrison failed to maintain, and have available for inspection, records or other information that disclose the impact which Morrison's selection procedures have upon employment opportunities of applicants and/or Internet applicants by identifiable gender, race, or ethnic group set forth in 41 CFR 60-3.4B, in order to determine compliance with the Uniform Guidelines on Employee Selection Procedures. 41 CFR § 60-3.4 and 41 CFR § 60-3.15A (2). Specifically, Morrison failed to maintain its personnel activity (applicant flow, hires, and other personnel actions) data to determine whether there were selection disparities and to determine the effectiveness of its Affirmative Action Program.

**REMEDY:** Morrison will perform adverse impact determinations for its employment procedures in Job Group 9 at least annually. Where the total selection process for a job has adverse impact against groups of applicants and/or Internet applicants by identifiable gender, race, or ethnic group listed in 41 CFR 60-3.4B, Morrison will maintain, and have available for inspection, records or other information showing which components have an adverse impact. Where the total selection process for a particular job has had an adverse impact in any year but no longer has an adverse impact, Morrison will maintain and have available the aforementioned information and continue to collect such information for at least two years after the adverse impact has been eliminated.

#### **Part IV. REPORTS REQUIRED**

Morrison agrees to furnish OFCCP with 2 progress reports. Morrison must submit the documents and reports described below to the following address:

United States Department of Labor  
Office of Federal Contract Compliance Programs  
Katie Course, Assistant District Director—Jackson  
McCoy Federal Building, 100 West Capitol Street, Suite 762  
Jackson, Mississippi 39269

In each progress report, Morrison will report on all modifications of personnel practices made to date pursuant to the Agreement and provide documentation of its compliance with Part III of this Agreement. If any of the relevant documents such as job postings or policies have not been modified since being provided during a prior reporting period, a statement to that effect is sufficient.

The first report will be due within 120 calendar days of the effective date of this Agreement and will include:

1. Documentation of monetary relief provided to all Eligible Class Members as specified in the Remedy. The documentation shall include copies of all signed "Information Verification & Employment Interest Forms," "Release of Claims Under Executive Order 11246," and canceled checks disbursed by Morrison to Eligible Class Members, or other equivalent documentation verifying that all Eligible Class Members were paid;
2. Documentation of all Eligible Class Members who were offered and/or hired into Service Worker positions. The documentation will include all written job offers extended to Eligible Class Members; a list of the names of hired Eligible Class Members; a list of the names of Eligible Class Members who were offered positions but declined the offer or did not appear for work in accordance with the provisions of this Agreement; and for each Eligible Class Member offered a position, the date of hire or decline of position, the rate of pay, date of termination, if any, and reason;
3. Documentation of Eligible Class Members who expressed interest in job offers who did not successfully complete the application process, including the names of these Eligible Class Members, the date of their application, if any, and the reason Morrison determined they did not successfully complete the application process. This includes individuals who did not receive job offers because all available positions were filled; and
4. If Morrison has not filled all of the positions specified in this Agreement by the Progress Report date, documentation of the reason this action is not complete and the good faith efforts being taken and planned for the next reporting period to complete it.

The second report will be due within 360 calendar days from the effective date of the agreement and will include:

1. Documentation of all Eligible Class Members who were offered and/or hired into Service Worker positions. The documentation will include all written job offers extended to Eligible Class Members; a list of the names of hired Eligible Class Members; a list of the names of Eligible Class Members who were offered positions but declined the offer or did not appear for work in accordance with the provisions of this Agreement; and for each Eligible Class Member offered a position, the date of hire or decline of position, the rate of pay, date of termination, if any, and reason;
2. Documentation of Eligible Class Members who expressed interest in job offers who did not successfully complete the application process, including the names of these individuals, the date of their application, if any, and the reason Morrison determined they did not successfully complete the application process. This includes Eligible Class Members who did not receive job offers because all available positions were filled;
3. If Morrison has not filled all of the positions specified in this Agreement by the Progress Report date, documentation of the reason this action is not complete and the good faith efforts being taken and planned for the next reporting period to complete it;

4. Documentation verifying that Morrison provided training in equal employment opportunity to its managers and supervisors at the Mobile Infirmary who make selection decisions, as required by the Remedy to the Violation in this Agreement. This documentation will include, but not limited to: copies of training agendas; materials used or distributed in the training; documents reflecting the signatures, printed names and positions of those in attendance; resumes or other written descriptions of the qualifications of the person(s) providing the training; and documentation of date(s) and duration of the training session(s);
5. A description of: (a) the ways Morrison revised its selection process to fill Service Worker vacancies, including any revision(s) to its recruitment process, its prescreening of job applications, and interviewing and testing of applicants; (b) any revisions to Morrison's methods for tracking such information, including by race, ethnicity and gender; and (c) the internal audit and reporting systems put into place for monitoring Morrison's progress and program effectiveness;
6. Applicant flow log data identifying all applicants for the Service Worker positions at the Mobile Infirmary during the reporting period specified above, including name, date of application, race, ethnicity, gender, referral source, final disposition, date of hire, and job title. For all applicants not selected, identify the reason for non-selection; and
7. Copies of the impact ratio analysis for the Service Worker positions at the Mobile Infirmary conducted for the reporting period specified above. If adverse impact exists as that term is defined and described in 41 CFR § 60-3.4D, Morrison will provide the results of its review and/or examination of each individual component in the selection process for the Service Worker positions. Documentation will also include a detailed description of any actions taken by Morrison to address the adverse impact found in its review.

**Part V. SIGNATURES**

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Morrison Sector @ Mobile Infirmary, #10550.

**(6), (7)(C)**

**Daniel Gerlits**  
Systems Director  
Morrison Sector @ Mobile Infirmary, #1055  
5 Mobile Infirmary Circle  
Mobile, Alabama 36652

Date: 2-15-17

**(6), (7)(C)**

**Samuel Maiden**  
Regional Director - Southeast  
Office of Federal Contract Compliance  
Programs

Date: 3/2/2017

(6), (7)(C)

**Katie C. Course**  
Assistant District Director - Jackson  
Office of Federal Contract Compliance  
Programs

Date: 3/1/2017

(6), (7)(C)

**Alvin Mitchell**  
District Director - Birmingham  
Office of Federal Contract Compliance  
Programs

Date: 03/01/2017

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

Compliance Officer - Jackson  
Office of Federal Contract Compliance  
Programs

Date: 3/1/2017

CLASS MEMBERS – SERVICE WORKER

NO.	FIRST NAME	LAST NAME
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## ATTACHMENT B

### NOTICE TO AFFECTED CLASS MEMBERS

*You may be eligible to get money and a job offer because of a legal settlement between Compass Group USA, Inc. and the U.S. Department of Labor.*

*We are writing to provide information about a legal settlement between the U.S. Department of Labor and Compass Group USA, Inc., for its Morrison Sector @ Mobile Infirmary Morrison, Inc., #1055 ("Morrison") facility that may benefit you. This settlement involves claims of discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and/or an opportunity for employment.*

#### ARE YOU AFFECTED?

Blacks who applied for employment as a Service Worker with Morrison at its Mobile, Alabama establishment between April 1, 2012 through March 31, 2013, and were rejected, are covered by this settlement.

#### WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted a review of Morrison's hiring practices. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP issued a Notice of Violations alleging that Morrison discriminated against Blacks in hiring for Service Worker positions during the period of April 1, 2012 through March 31, 2013. Morrison does not agree with those claims. Ultimately, OFCCP and Morrison have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a Notice of Violations issued by OFCCP.

As a result, Morrison must pay money and make job offers to Blacks who applied for Service Worker positions during the timeframe described above.

#### WHAT DOES THIS MEAN FOR YOU?

Because you applied for a Service Worker position during the relevant time frame, this settlement may provide you with some specific benefits:

- (1) You may be eligible to receive a payment of at least \$151.21 (before taxes). This payment represents your share of back wages and other payments Morrison is making to settle the case. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.
- (2) Morrison will be making job offers for Service Worker positions to some of the individuals receiving this notification. It is not guaranteed that you will receive a job offer. If you are interested in a Service Worker position, please express your interest on the enclosed Interest Form.
- (3) To get these benefits, you will need to release (agree to give up) certain legal claims, and sign the enclosed Interest and Release forms.

#### WHAT IS YOUR NEXT STEP?

You should read this Notice, the Interest and Release forms, and any other information you received from the U.S. Department of Labor.

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

To be eligible for a payment and/or job offer, you must complete, sign, and return **both** of the following enclosed forms, (1) the Information Verification & Employment Interest Form (“Interest Form”) and (2) the Release of Claims under Executive Order 11246 (“Release”). Send your completed and signed forms to:

Compass Group USA, Inc.  
Attention: Cara DeFrancesco, Paralegal  
2400 Yorkmont Road  
Charlotte, NC 28217

**The forms must postmarked within 21 calendar days of receiving this Notice.**

You may receive some or all of these benefits only if these forms confirm that you are one of the people covered by the settlement. After you complete and return these forms, a final decision will be made about your eligibility.

**If you fail to return both of the required forms by the deadline above, you will not be eligible to receive any money, consideration for job opportunities or any other benefits that are available to you under the settlement.**

## HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact Compliance Officer (7)(C), (7)(E) at 601-965-4668 and (7)(C), (7)(E)@dol.gov.

ATTACHMENT C

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM  
("INTEREST FORM")

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING  
THIS INTEREST FORM.

INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR  
MONEY (BACK WAGES) AND/OR A JOB OFFER FROM THE SETTLEMENT

You may be eligible for a money payment from the settlement and you can express interest in a job offer. You can receive a money payment even if you do not express interest in a job.

To receive benefits (such as money or a job offer), you must complete and return this Interest Form and the enclosed Release form. **The forms must postmarked within 21 calendar days of receiving this mailing.**

The forms must be sent to:

**Compass Group USA, Inc.**  
**Attention: Cara DeFrancesco, Paralegal**  
**2400 Yorkmont Road**  
**Charlotte, NC 28217**

If you do not submit a properly completed Interest Form and Release by the deadline above, then your claim will not be on time and you will not receive any money from this settlement and you cannot be considered for a job.

Enclosed is a stamped, pre-addressed envelope you can use.

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This Interest Form will only be used for the following purposes:

- (1) To confirm important information we need in order to make sure you are eligible to receive money under this settlement and process your payment, and
- (2) To allow you to express interest in the jobs being offered as a result of the settlement.

Note: This notice is only for the person it was addressed to and cannot be transferred or used by another person who is not a part of the settlement.

**Step 1:** Please confirm your contact information to process your payment (print legibly).

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

Date of birth: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please provide your social security number: \_\_\_\_\_  
*Your Social Security Number is required in order to process your payment for tax purposes.  
Your Social Security Number will not be used for any other purpose.*

Notify us at the address below if your address changes or contact us if you have any questions about this Interest form, the notice, or the settlement.

**Compliance Officer** (7)(C), (7)(E)  
**U.S. Department of Labor, Office of Federal Contract Compliance Programs**  
**100 West Capitol Street, McCoy Federal Building, Suite 762**  
**Jackson, MS 39269**  
**Phone: 601-965-4668 or Email: (7)(C), (7)(E)@dol.gov**

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

- Yes, I am still interested in a Service Worker position with Morrison
- No, I am not currently interested in a Service Worker position with Morrison
- I am currently employed by Morrison

**Step 3:** Sign and return along with the Release Form

I certify the above as true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT D**

**RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246**

*PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY FROM THE SETTLEMENT*

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

In consideration of a payment by Morrison to me, which I agree is acceptable, I agree to the following:

**I.**

I hereby waive, release and forever discharge Morrison and its shareholders, owners, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my non-selection for a Service Worker position during the period April 1, 2012 through March 31, 2013.

**II.**

I understand that Morrison does not agree that it treated me unlawfully or unfairly in any way and that Morrison 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 reviews initiated by OFCCP related to the facility covered by the Conciliation Agreement. I further agree that the payment of the aforesaid sum by Morrison to me is not to be construed as an admission of any liability by Morrison.

**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 freewill to sign this Release.

**IV.**

I understand that if I do not sign this Release and return it to Compass Group USA, Inc. c/o Cara DeFrancesco at 2400 Yorkmont Road, Charlotte, NC 28217 such that it is postmarked within 21 calendar days of my receipt of this Release, I will not be entitled to receive any payment (less deductions required by law).

IN WITNESS WHEREOF, I have signed this document of my own free will.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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