

CONCILIATION AGREEMENT

Between

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

and

MURRAY GUARD, INC.

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated the facility of Murray Guard, Inc., ("Murray Guard") located at 1280 W. Peachtree Street, Suite 145, Atlanta, Georgia and found that Murray Guard 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, 60-2, and 60-3. OFCCP notified Murray Guard of the specific violations found and the corrective actions required in a Notice of Violation issued on November 03, 2015. In the interest of resolving the alleged violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and Murray Guard enter into this contract ("Conciliation Agreement" or "Agreement") and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Murray Guard'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 alleged 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 alleged violations described in Part III if Murray Guard violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Murray Guard'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. Murray Guard will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. Nothing in this Agreement relieves Murray Guard 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"), 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. Murray Guard will not harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement; files a

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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 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.
9. This Agreement will expire 60 calendar days after Murray Guard submits the final progress report required in Part IV, below, unless OFCCP notifies Murray Guard in writing prior to the expiration date that the OFCCP has determined that Murray Guard has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Murray Guard has met all of its obligations under the Agreement.
10. If Murray Guard is determined by the OFCCP to be in violation of this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that Murray Guard violated any term of the Agreement while it was in effect, OFCCP will send Murray Guard a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) Murray Guard will have 15 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 Murray Guard 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.

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- 4) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations alleged to have occurred and which are resolved by this Agreement.
- B. If enforcement of this Agreement is sought by OFCCP and if OFCCP prevails in such action, Murray Guard 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 Murray Guard of any violation of E.O. 11246, Section 503, VEVRAA, or any other laws, and there has been no adjudicated finding that Murray Guard has violated any laws.
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 settlement, 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 Murray Guard for the period of January 1, 2013 through December 31, 2013, established cause for OFCCP to believe, that Murray Guard's selection process had an adverse impact on the hiring of females into Security Officer positions. Of the (7)(E) female applicants, only (7)(E) were hired into these positions. During this same period, from a pool (7)(E) male applicants, Murray Guard hired (7)(E) males (7)(E) into Security Officer positions. This disproportionate hiring pattern is statistically significant at (7)(E) standard deviations, with a shortfall of 16 female hires.

Accordingly, OFCCP has determined that there is cause to believe that Murray Guard discriminated against 114 female applicants not hired into Security Officer positions because of their sex, in violation of 41 C.F.R. § 60-1.4(a)(1).

REMEDY: Murray Guard agrees to the following:

- A. **Selection Procedures:** Murray Guard will cease and desist the use of all selection procedures which resulted in the alleged discrimination of female applicants for Security Officer positions. Murray Guard 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 Security Officer positions are made in a non-discriminatory manner. Murray Guard 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 45 calendar days of the Effective Date of this Agreement, Murray Guard must provide, via certified mail, the following documents to the last known address of the 114 class members listed in Attachment A

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("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 Murray Guard within the 30-day postmark deadline set forth in the Notice.

Within 30 calendar days after the deadline set forth in the Notice, Murray Guard 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 Murray Guard with an updated address list. Murray Guard 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 15 calendar days after the response deadline set forth in the second Notice, Murray Guard 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 Murray Guard any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals, and approve 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 Murray Guard.

For the purposes of this Notice section, the Murray Guard contact will be Claude Kelly, Vice President of Human Resources, at (800) 238-3830, ckelly@murrayguard.com. OFCCP's contact will be (7)(C), (7)(E), Compliance Officer, at (404) 893-4575, (7)(C), (7)(E)@dol.gov.

- C. Monetary Settlement: Murray Guard will provide back pay plus interest in the amount of \$200,000 (\$188, 746.86 in back pay and \$11,253.14 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. Murray Guard will pay the appropriate government agency 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.

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Murray Guard will disburse the monetary settlement within 30 calendar days after OFCCP approves the Final List. Within 15 calendar days of Murray Guard's receipt of a check returned as undeliverable, Murray Guard will notify OFCCP of this fact via e-mail sent to Compliance Officer [REDACTED] (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, Murray Guard will re-mail the check within 15 calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 calendar days after the initial date the check was mailed to the Eligible Class Member will be void.

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

- D. Offers of Employment: As Security Officer positions become available, Murray Guard 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), and are not currently employed by Murray Guard. The written job offer shall include the job title and have a wage rate of no less than the current starting hourly wage. Murray Guard will make these job offers until 16 Eligible Class Members are offered positions, 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 that Murray Guard receives their Interest Forms. If Murray Guard receives more than one response on any given day, those Eligible Class Members will be considered for employment based on the date of their first original application to Murray Guard. Murray Guard will initiate its hiring process of Eligible Class Members within 30 calendar days after OFCCP notifies Murray Guard 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 Murray Guard is not able to make 16 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 Murray Guard 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 Security Officer 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. If the Eligible Class Member does not report to work on the day designated by Murray Guard without providing Murray Guard 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, Murray Guard may withdraw the job offer and shall be under no

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obligation to hire such Eligible Class Member under this Agreement. All job offers made pursuant to this Agreement will be conditional in nature, as they will be subject to the Eligible Class Member: 1) if normally required for the position, testing negative on a drug screen, which shall be the same as other drug screens given to other newly hired Security Officers, to be paid for by Murray Guard; 2) undergoing a background check paid for by Murray Guard, and being determined not to have a disqualifying factor routinely used by Murray Guard in its hiring process. Murray will ensure that its criminal background check will consist of reviewing the nature and seriousness of the crime or conduct; the time elapsed since the conduct occurred or any jail sentence was completed; and the nature and requirements of the job being sought.

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.

Murray Guard will provide the Eligible Class Members the same training opportunities and opportunity to earn overtime and shift differentials as other similarly situated Security Officer 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 each hired Eligible Class Member originally applied for employment. Such retroactive seniority shall be provided solely for purposes of vacation, paid personal business or illness days, hourly rate, Income Extension Aid, Family Medical Leave Act, and other mandated state or local leaves.
- F. Training: Within 75 calendar days from the effective date of this Agreement, Murray Guard shall conduct mandatory training for all of its human resource personnel, managers, and supervisors involved in the selection process for all Security Officer positions at its Atlanta Branch. 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 subjects of equal employment opportunity rights and responsibilities, legal prohibitions against discrimination on the basis of sex, race, national origin, color, religion, disability, sexual orientation, gender identity, and veteran status, and Murray Guard' commitment to diversity and non-discriminatory hiring.
2. VIOLATION: The OFCCP has determined that there is cause to believe that Murray Guard failed to preserve complete and accurate records in accordance with the requirements of 41 C.F.R. § 60-1.12 (a) and (e). Specifically, OFCCP has determined that Murray Guard failed to maintain complete documentation of the selection process and notes taken or used during the interview process with respect to applicants who applied for Security Officer positions during the period of January 1, 2013 through December 31, 2013.

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REMEDY: Murray Guard must preserve all personnel and employment records it makes or keeps in either electronic or hard copy format, including but not limited to all expressions of interest through the internet or related electronic data technologies, records related to internal and/or external databases, physical and online applications, completed applicant self-identification forms, 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.

3. **VIOLATION:** Murray Guard failed to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist in accordance with 41 C.F.R. § 60-2.17(b)(2). Specifically, Murray Guard did not evaluate personnel activity (applicant flow, hires, terminations and other personnel actions) to determine whether there are selection disparities.

REMEDY: Murray Guard must perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist in accordance with 41 C.F.R. § 60-2.17(b)(2). Murray Guard must evaluate personnel activity (applicant flow, hires, terminations, and other personnel actions) to determine whether there are selection disparities.

PART IV. REPORTS REQUIRED

Murray Guard agrees to furnish OFCCP with three (3) progress reports. Murray Guard must submit the documents and reports described below to the following address:

United States Department of Labor
Office of Federal Contract Compliance Programs
Sybil Shy-Demmons, District Director-Atlanta
61 Forsyth Street, Suite 17T50
Atlanta, GA 30303

In each Progress Report, Murray Guard will report on all modifications of personnel practices made to date pursuant to the Agreement and provide documentation of its compliance with 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.

1. The **first report** will be due within 120 calendar days of the effective date of this Agreement and will include:
 - a) Documentation of monetary relief provided to all Eligible Class Members as specified in Part III. The documentation shall include copies of all signed Interest Forms and Releases, and any canceled checks disbursed by Murray Guard to Eligible Class Members, or other equivalent documentation verifying that all Eligible Class Members were paid;

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- b) Documentation of all Eligible Affected Class Members who were offered and/or hired into Security Officer positions. The documentation will include all written job offers extended to Eligible Class Members; a list of the names of hired Eligible Affected Class Members; a list of the names of Eligible Class Members who were offered positions but declined the offer, or who did not successfully undergo the drug screen and/or the background check, 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;
- c) Documentation of individuals 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 Murray Guard 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

If Murray Guard 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 for the next reporting period to complete it.

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

- a) Documentation of all Eligible Class Members who were offered and/or hired into Security Officer 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 who did not successfully undergo the drug screen and/or the background check, or did not appear for work in accordance with the provisions of this Agreement; and for each Eligible Affected Class Member offered a position, the date of hire or decline of position, the rate of pay, date of termination, if any, and reason;
- b) Documentation of individuals 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 Murray Guard determined they did not successfully complete the application process. This includes individuals who did not receive job offers because all available positions were filled;

If Murray Guard 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 for the next reporting period to complete it;

- c) Documentation verifying Murray Guard provided training in equal employment opportunity to its managers and supervisors who make selection decisions at its Atlanta Branch, as required by the Remedy to the Violation in this Agreement. This documentation will include, but not limited to: copies of training agendas; materials

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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);

- d) A description of: (1) the ways Murray Guard revised its selection process to fill Security Officer vacancies, including any revision(s) to its recruitment process, its prescreening of job applications, and interviewing and testing of applicants; (2) any revisions to Murray Guard's methods for tracking such information, including by race, ethnicity and gender; and (3) the internal audit and reporting systems put into place for monitoring Murray Guard's progress and program effectiveness;
 - e) Applicant flow log data identifying all applicants for the Security Officer positions 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
 - f) Copies of the impact ratio analysis for the Security Officer position conducted for the reporting period specified above. If adverse impact exists as that term is defined and described in 41 CFR § 60-3.4D, Murray Guard will provide the results of its review and/or examination of each individual component in the selection process for the Security Officer position. Documentation will also include a detailed description of any actions taken by Murray Guard to address the adverse impact found in its review.
3. The **third report** will be due within 704 calendar days from the effective date of the agreement and will include:
- a) Documentation of individuals 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 Murray Guard determined they did not successfully complete the application process. This includes individuals who did not receive job offers because all available positions were filled;

If Murray Guard 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 to complete it;

- b) Applicant flow log identifying all applicants for the Security Officer position 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;
- c) Copies of the impact ratio analysis for the Security Officer position conducted for the reporting period specified above. If adverse impact exists, Murray Guard will provide the results of its review and/or examination of each individual component in the selection process for Security Officer positions. Documentation will also include a

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detailed description of any actions taken by Murray Guard to address the adverse impact found in its review; and

For each Eligible Class Members hired and completed the 90 day probationary period, Murray Guard will submit documentation of date(s) of retroactive seniority.

PART V. SIGNATURES

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Murray Guard, Inc.

(6), (7)(C)

Gerald P. Ferguson
Chief Executive Officer
Murray Guard, Inc.
1280 W. Peachtree Street, Suite 145
Atlanta, Georgia 30309

(6), (7)(C)

Sam Maiden
Regional Director---Southeast
Office of Federal Contract Compliance
Programs

DATE: 6/8/2016

DATE: 6/10/2016

(6), (7)(C)

Dequese Cooper
Assistant District Director
Atlanta District Office
Southeast Region

(6), (7)(C)

Sybil Shy-Demmons
District Director
Atlanta District Office
Southeast Region

DATE: 6/9/2016

DATE: 6/9/2016

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

Compliance Officer
Atlanta District Office
Southeast Region

DATE: 06/09/2016

ATTACHMENT A

FEMALE AFFECTED CLASS MEMBERS – SECURITY OFFICER

(7)(C)

ATTACHMENT B

NOTICE TO AFFECTED CLASS MEMBERS

You may be eligible to get money and a job offer because of a legal settlement between Murray Guard, 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 Murray Guard, Inc. ("Murray Guard") 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?

Women who applied for employment as a Security Officer with Murray Guard at its Atlanta, Georgia establishment between January 1, 2013 through December 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 Murray Guard'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 Murray Guard discriminated against women in hiring for Security Officer positions during the period of January 1, 2013 through December 31, 2013. Murray Guard does not agree with those claims. Ultimately, OFCCP and Murray Guard 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, Murray Guard will pay money and make job offers to women who applied for a Security Officer position during the timeframe described above.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for a Security Officer 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 \$1,754.39(before taxes). This payment represents your share of back wages and other payments Murray Guard 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) Murray Guard will be making job offers for Security Officer positions to some of the individuals receiving this notification and who meet employment requirements, to include, but not limited to a drug screen and a background check. It is not guaranteed that you will receive a job offer. If you are interested in a Security Officer position, please complete the enclosed Interest Form in accordance with the instructions on that form.
- (3) To get these benefits, you will need to release (agree to give up) certain legal claims, and sign the enclosed Release form.

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 Murray Guard.

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:

Murray Guard, Inc.
Attention: Claude Kelly, Vice President of Human Resources
58 Murray Guard Drive
Jackson, Tennessee 38305

The forms must postmarked within 30 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: Claude Kelly, Vice President of Human Resources, 58 Murray Guard Drive, Jackson, Tennessee 38305, (800) 238-3830, ckelly@murrayguard.com. You may also contact (7)(C), (7)(E) [REDACTED], Compliance Officer, (404) 893-4575, (7)(C), (7)(E)@dol.gov.

ATTACHMENT B

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Because you applied for a Security Officer 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 \$1,754.39(before taxes). This payment represents your share of back wages and other payments Murray Guard 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) Murray Guard will be making job offers for Security Officer positions to some of the individuals receiving this notification and who meet employment requirements, to include, but not limited to a drug screen and a background check. It is not guaranteed that you will receive a job offer. If you are interested in a Security Officer position, please complete the enclosed Interest Form in accordance with the instructions on that form.
- (3) To get these benefits, you will need to release (agree to give up) certain legal claims, and sign the enclosed Release form.

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 Murray Guard.

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:

Murray Guard, Inc.
Attention: Claude Kelly, Vice President of Human Resources
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The forms must postmarked within 30 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: Claude Kelly, Vice President of Human Resources, 58 Murray Guard Drive, Jackson, Tennessee 38305, (800) 238-3830, ckelly@murrayguard.com. You may also contact (7)(C), (7)(E) [REDACTED], Compliance Officer, (404) 893-4575, (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 30 days of receiving this mailing.**

The forms must be sent to:

Murray Guard, Inc.
Attention: Claude Kelly, Vice President of Human Resources
58 Murray Guard Drive
Jackson, Tennessee 38305

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.

This Claim 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: _____

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 the last four digits of your social security number xxx-xx-_____
The last four digits of your Social Security Number are 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
61 Forsyth Street, Suite 17T50
Atlanta, GA 30303
Tel: 404-893-4575 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 Security Officer position with Murray Guard
- No, I am not currently interested in a Security Officer position with Murray Guard
- I am currently employed by Murray Guard

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 Murray Guard, Inc. ("Contractor") paying you money, you agree that you will not file any lawsuit against the Contractor for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for entry-level positions. It also says that the Contractor 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 the payment of at least \$1,754.39 (less deductions required by law) by the Contractor to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Contractor, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their 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 employment at any time through the effective date of this Release.

II.

I understand that Contractor does not agree that it treated me unlawfully or unfairly in any way and that Contractor 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 Contractor to me is not to be construed as an admission of any liability by Contractor.

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 the contractor's Vice President of Human Resources, Claude Kelly, such that it is postmarked within 30 days of me receiving 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: _____