

CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

AND

UNIVERSAL PROTECTION SERVICE, LP
D/B/A Allied Universal Security Services
801 S. Fidalgo Street., 2nd Floor
Seattle, WA 98108

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated Northwest Protective Services, Inc.’s facility (“NWPS”) located at 801 S. Fidalgo Street., 2nd Floor, Seattle, WA 98108. OFCCP found that NWPS was not in compliance with the Executive Order 11246, as amended (“E.O. 11246”), and their implementing regulations at 41 C.F.R. § 60-1. OFCCP notified Universal Protection Service, LP D/B/A Allied Universal Security Services, hereafter “Allied Universal”, as the successor employer, of the specific violations found and the corrective actions required in a Notice of Violation issued on June 28, 2017. 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 Allied Universal enter this contract (“Agreement”) and agree to all the terms stated below.¹

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Allied Universal’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 violations described in Part III if Allied Universal violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Allied Universal 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. Allied Universal will permit access to its

¹ On July 14, 2017, Local 6 of the Service Employee’s International Union (SEIU) and International Union, Security, Police and Fire Professionals of America (SPFPA), were invited to participate in conciliation of remedy item I.C.5., but neither union responded.

premises during normal business hours for these purposes and will provide OFCCP with reports and documents requested.

3. Allied Universal understands that nothing in this agreement relieves Allied Universal of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment laws.
 4. Allied Universal 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, 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 Pacific Region (the "Effective Date").
 9. This Agreement will expire sixty (60) days after Allied Universal submits the final progress report required in Part IV, below, unless OFCCP notifies Allied Universal in writing prior to the expiration date that Allied Universal has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Allied Universal has met all of its obligations under the Agreement.
10. If Allied Universal violates this Agreement,
- A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that Allied Universal violated any term of the Agreement while it was in effect, OFCCP will send Allied Universal a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) Allied Universal will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Agreement, unless

such a delay would result in irreparable injury to the employment rights of affected employees or applicants.

- 3) If Allied Universal 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. Allied Universal 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. NWPS and Allied Universal have disputed the findings in Part I. of this Agreement. This Agreement does not constitute an admission by Allied Universal and/or NWPS of any violation 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), or other laws, nor has there been an adjudicated finding that Allied Universal and/or NWPS violated any laws.

PART III. SPECIFIC ALLEGED VIOLATIONS AND REMEDIES

1. HIRING DISCRIMINATION

- A. STATEMENT OF VIOLATION. OFCCP that NWPS is not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 C.F.R. § 60-1.4(a) (1). OFCCP's analysis of NWPS's hiring process and selection procedures revealed that during the period of October 1, 2012 through September 30, 2014 ("review period"), NWPS discriminated against Black applicants for Security Officer positions. OFCCP found that there was a statistically significant disparity in the hiring of Security Officers based on race.
- B. OFCCP'S SPECIFIC FINDINGS. OFCCP's statistical findings indicate hiring discrimination against Black applicants. OFCCP found additional evidence that supports its hiring discrimination claim. OFCCP found that inconsistencies in the hiring process allowed white applicants to be hired at higher rates than Black applicants regardless of applicant qualifications. Accordingly, OFCCP found that NWPS engaged in a pattern or practice of discrimination against 25 Black applicants who applied for Security Officer positions during the review period, with a statistically significant hiring disparity of (b) (7)(E) standard deviations.

C. REMEDY FOR AFFECTED CLASS

Although all of the violations alleged in this Conciliation Agreement are directed at NWPS, the parties recognize that Allied Universal, NWPS' corporate affiliate and the entity that now performs security services in the territory formerly serviced by NWPS, will participate in the Conciliation process by managing (either internally or through an outside administrator) the administrative steps and required payments due under this agreement to NWPS-related class members.

1. Notice. Within sixty (60) calendar days of the Effective Date of this Agreement, Allied Universal must notify the Black applicants listed in Attachment A of the terms of this Agreement by mailing by certified mail to each individual in the affected class the: Notice to Affected Class (Attachment B, "Notice"), Information Verification & Employment Interest Form (Attachment C, "Interest Form") and a postage paid return envelope. Allied Universal will notify OFCCP of all letters returned as undeliverable on a weekly basis. In addition, within 7 after expiration of the response deadline set out in the Notice, Allied Universal will provide OFCCP with a list of the individuals in the affected class who have not yet responded to the Notice and/or have not returned a signed Interest Form. OFCCP will then attempt to obtain and provide updated addresses to Allied Universal within fifteen (15) days of receiving the list from Allied Universal. Allied Universal agrees to mail by regular mail a second Notice, Interest Form, and postage paid return envelope to all individuals for whom updated addresses were obtained within ten (10) days of receiving the updated addresses.
2. Eligibility. All members of the affected class (listed on Attachment A) who sign and return the Interest Form to Allied Universal within thirty (30) calendar days of the postmarked date on the envelope containing the first or second Notice and Interest Form ("Eligible Class Members") will receive a share of the monetary settlement and, if indicating an interest in employment, will be eligible to be considered for a job pursuant to this Agreement. If an individual receives, but does not return the Interest Form to Allied Universal within thirty (30) calendar days of the postmarked date on the envelope containing the first or second Notice and Interest Form, he or she will no longer be entitled to a payment or consideration for a job under this Agreement.

Within seven (7) days after the response deadline set out in the first or second Notice, Allied Universal will provide OFCCP with a list of the Eligible Class Members (individuals who returned the Interest Form by the deadline). Within thirty (30) calendar days after receiving the list, OFCCP will approve the final list of Eligible Class Members or discuss with Allied Universal any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

All Eligible Class Members are entitled to their share of the monetary settlement regardless of whether they are interested in employment with Allied Universal.

3. Monetary Settlement. Allied Universal agrees to distribute a total settlement amount of \$165,000, which includes back pay and interest, less legal deductions required by law (such as federal, state and/or local taxes and the Eligible Class Members' share of FICA taxes), in equal shares among all Eligible Class Members on the final approved list. Allied Universal 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. These IRS forms will be mailed at the end of the year. Allied Universal will disburse the monetary settlement within thirty (30) calendar days after OFCCP approves the final list of Eligible Class Members.

Within seven (7) calendar days of Allied Universal's receipt of a check to an Eligible Class Member returned as undeliverable, Allied Universal will notify OFCCP of this fact via e-mail sent to Assistant District Director Quanda Evans at (b) (7)(C)@dol.gov. OFCCP will attempt to locate the Eligible Class Member and if OFCCP obtains an alternate address, Allied Universal will re-mail the check within ten (10) 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, Allied Universal will make a second distribution in equal shares to all Eligible Class Members who cashed their first check within thirty (30) days of all checks either being cashed or becoming void. If the total amount of uncashed funds would result in a payment of less than five dollars (\$5) to each Eligible Class Member who cashed the first

disbursement check, Allied Universal will use those uncashed funds to provide training in equal employment opportunity to its personnel in addition to the training it is obligated to provide concerning the Revised Hiring Process described in section D.1. below.

4. Employment. As positions become available, Allied Universal will consider qualified Eligible Class Members not currently employed by Allied Universal who express an interest in employment with Allied Universal until 25 Black Eligible Class Members are hired into Security Officer 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 in the order that Allied Universal receives their Interest Forms. If Allied Universal receives more than one response on a given day, those Eligible Class Members will be considered for employment based on the date of their original application. Allied Universal must initiate its hiring of Eligible Class Members within sixty (60) days after the response deadline set out in the Interest Form and must complete its hiring obligation under this section within twelve (12) months of the Effective Date of this Agreement. If Allied Universal is not able to hire 25 Eligible Class Members or exhausts the list of Eligible Class Members expressing an interest in employment within twelve (12) months, OFCCP may extend the term of this Agreement for up to six (6) months or until Allied Universal satisfies its hiring requirements, whichever occurs first.

In order to be hired, Eligible Class Members must complete Allied Universal's otherwise-applicable hiring process, including any applicable drug screen and background check. Eligible Class Members will be expected to report for work within a reasonable time; no less than 3 days after receiving a written job offer from Allied Universal pursuant to Allied Universal's standard hiring practices and policy. The Eligible Class Members hired into Security Officer positions pursuant to this Agreement must be paid the current wage rate for the appropriate Security Officer position and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other Security Officer employees.

5. Retroactive Seniority. All Eligible Class Members hired must receive an equal payment from the total lump sum of \$10,000 (paid as back wages, less legal deductions required by law, such as federal, state and/or local taxes and the Eligible Class Members' share of FICA taxes) in lieu of

retroactive seniority benefits. If no Eligible Class Members are hired under this Conciliation Agreement, the parties agree this sum will be distributed as part of #3 above.

D. NON-MONETARY REMEDIES. Allied Universal will ensure that all applicants are afforded equal employment opportunities. Allied Universal agrees that it has ceased using selection procedures, practices, and/or policies that NWPS used which negatively affected the hiring of Black applicants for Security Officer positions. Allied Universal will review their current processes to ensure they do not have a discriminatory effect on the hiring of Black applicants.

1. Hiring Process

a. Selection Procedures: Allied Universal agrees to comply with all OFCCP regulations concerning selection procedures, including 41 C.F.R. Part 60-3. Allied Universal will not use any selection procedure that has an adverse impact, as defined in 41 C.F.R. § 3.4D, on applicants of a particular race unless it properly validates the procedure pursuant to these regulations.

b. Review and Revise As Required: Allied Universal will review the practices, policies and procedures it uses to select applicants for Security Officer positions (hereinafter "Hiring Process"), and revise the Hiring Process, in writing, as necessary. Specifically, Allied Universal will, as necessary:

- i. create a job description and selection process for the Security Officer positions which describes the essential functions; the minimum qualifications including required skills and certifications; and the criteria used in each step of the hiring process, including any application screens, interviews, tests, credit checks, review of criminal history, reference checks, testing, or other selection procedure;
- ii. develop specific, job-related qualification standards for Security Officers that reflect the duties, functions, and competencies of the position to minimize the potential for racial stereotyping or other unlawful discrimination;
- iii. ensure all policies and qualification standards are uniformly applied to all applicants; and

- iv. list clearly on its recruiting materials and job postings the minimum qualifications, including required skills and certifications.
- c. Recordkeeping and Retention: Allied Universal will review their procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process, and will revise these procedures as necessary. Allied Universal will review their procedures to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3, and will revise these procedures as necessary.
- d. Training: Within six (6) months of the Effective Date of this Agreement, Allied Universal will verify that the individuals at the 801 S. Fidalgo Street office responsible for recruiting, selecting, or tracking applicants for Security Officer positions have been trained on the Hiring Process. The training will include instruction in: the proper implementation of the recruitment, tracking and selection procedures; neutral application of the specified qualifications and criteria that will be used at each step in the hiring process; procedures to be used to document the decisions made at each step in the hiring process; and the procedures to be used to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3. Allied Universal will meet with the individuals at the 801 S. Fidalgo Street office responsible for the selection process and review its equal employment obligations and nondiscrimination policies related to hiring. Specific attention will be directed to ensure that Black applicants, who benefit from the provisions of this agreement, are not retaliated against.
- e. Monitoring: Allied Universal agrees to monitor selection rates at each step of its selection process for Security Officer positions. Where it is determined that a selection procedure has an adverse impact, as defined in 41 C.F.R. § 3.4D, on the hiring of applicants of a particular race or gender, Allied Universal will eliminate the procedure, choose an alternative procedure, or validate the procedure in accordance with the UGESP codified at 41 C.F.R. § 60-3. Allied Universal agrees to maintain and make available to

OFCCP records concerning the impact of the selection process for Security Officer positions at the Seattle, Washington facility. This includes the number of persons hired by race, the number of applicants who applied by race, and the selection procedures utilized. This information will be maintained until the expiration of this Agreement or as long as required by the regulations, whichever is later.

PART IV. REPORTS REQUIRED

- I. Allied Universal must submit the documents and reports described below to Leigh Jones, District Director, OFCCP Seattle District Office, 300 Fifth Avenue, Suite 1100, Seattle, WA 98104.
 - A. Within the prescribed timeframes, Allied Universal must submit all documents and information referenced in Part III.1.C.1 through III.1.C.4. of this Agreement.
 - B. Allied Universal must submit progress reports in order for OFCCP to monitor compliance with this Agreement.

Report	Due Date	Period Covered
First Progress Report	January 1, 2020	As detailed within this Agreement
Second Progress Report	July 1, 2020	As detailed within this Agreement

The first progress report shall contain the following:

- a) Documentation of monetary payments to all Eligible Class Members as specified in Part III.1.C.3. This documentation must include the names of Eligible Class Members who received monetary payments, and, for each Eligible Class Member, the number, check amount, and check bank clearance date. Additionally, Allied Universal must provide OFCCP with two-sided copies of all canceled checks;
- b) Documentation of its review of the Hiring Process as described in Part III.1.D.1.b of this Agreement, including documentation on any revisions made as a result of the review;
- c) Documentation showing that the individuals at the 801 S. Fidalgo Street office responsible for recruiting, selecting, or tracking applicants for Security Officer positions have been trained on the Hiring Process. This documentation must include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed in the training, and the name and job title of each person who conducted the training.

The second progress report shall contain the following:

- a) Documentation of specific hiring activity of Eligible Class Members in accordance with this Agreement, including name, date of hire, job title, rate of pay, benefits, and proof of retroactive seniority payments;
 - b) For Eligible Class Members who were considered for employment but were not hired, Allied Universal will provide the reason for non-placement along with all relevant documentation (e.g., documentation that the Eligible Class Member declined a job offer).
2. Allied Universal will retain all records and data pertinent to the violations resolved by this Agreement and/ or used to prepare required reports until this Agreement expires or until OFCCP has provide written notification to Allied Universal all of its obligations under the Agreement have been fulfilled, whichever date occurs later (or “whichever time period is longer”).

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PART V. SIGNATURES

This Conciliation Agreement is hereby executed by and between the OFCCP and Allied Universal.

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

MIKE SMIDT
President, Northwest
Allied Universal
1551 N. Tustin Avenue
Santa Ana, CA 92705

6/27/19

Date

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

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(b) (7)(C), (b) (7)(E)

Compliance Officer
Office of Federal Contract
Compliance Programs
Seattle District Office
Seattle, WA

QUANDA EVANS
Assistant District Director
Office of Federal Contract
Compliance Programs
Seattle District Office
Seattle, WA

6/27/2019

Date

6/27/2019

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

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LEIGH JONES
District Director
Office of Federal Contract
Compliance Programs
Seattle and Portland Offices
Seattle, WA

JANE SUHR
Regional Director
Office of Federal Contract
Compliance Programs
Pacific Region
San Francisco, CA

6/27/2019

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Attachment A

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ATTACHMENT B

NOTICE TO AFFECTED CLASS

Via Certified Mail

XXXX XXXX XXXX

Return Receipt Requested

Dated: _____

[Name]

[Street]

[City, State, Zip Code]

Dear [NAME]:

Universal Protection Service, LP D/B/A Allied Universal Security Services, hereafter "Allied Universal" and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement"). The purpose of the Conciliation Agreement is to remedy an alleged violation of Executive Order 11246 ("E.O. 11246") that OFCCP found during a compliance review of the Seattle, Washington facility of Northwest Protective Service ("NWPS"). OFCCP alleges that, based on an analysis of NWPS' hiring process and selection procedures during the period of October 1, 2012 through September 30, 2014 ("review period"), NWPS discriminated against Black applicants for security positions. OFCCP alleges that there was a disparity in the hiring of applicants for their security positions based on race.

Subsequent to the period of the OFCCP's review, Allied Universal acquired NWPS and has entered into this Conciliation Agreement in order to remedy the alleged violations. Allied Universal has not admitted to any violation of E.O. 11246 and specifically denies that it violated any laws, and there has not been any adjudicated finding that Allied Universal violated any laws. OFCCP and Allied Universal entered into the Agreement to resolve the matter without resorting to further legal proceedings. You have been identified as an individual who applied for a security position during that time period but was not hired.

As part of this Agreement, you are eligible to receive a distribution of at least \$414 less lawful payroll deductions. Under the terms of this Agreement, it may take up to 12 months from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification and Employment Interest Form. You should complete and mail back the form as soon as possible; it *must* be postmarked to the address below no later than thirty (30) days after the date this Notice was mailed out (postmarked) for you to be entitled to participate in this settlement:

(Add the administer's name and title here)

*Allied Universal
1551 N. Tustin Avenue
Santa Ana, CA 92705*

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

In addition to the monetary distribution, Allied Universal will be making job offers for security positions 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 Allied Universal, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for security positions in the order that Allied Universal receives the Information and Employment Interest Form expressing an interest in employment. If you have any questions, you may call (Add the administer's name and title here) at _____, or OFCCP's Assistant District Director, Quanda Evans at 206-504-5015. Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO ALLIED UNIVERSAL 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,

Mike Smidt
President, Northwest Region
Allied Universal

Enclosures

Information Verification and Employment Interest 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 Allied Universal and the Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Address: _____

Telephone Nos.: Home _____ Cell _____ Work _____

Notify Allied Universal at the address below if your address or phone number changes within the next twelve months.

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

For purposes of this settlement, it is necessary to verify your race:

Caucasian African American Hispanic Asian Native American

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

Yes, I am still interested in employment in a security position with Allied Universal.

No, I am not currently interested in employment in a security position with Allied Universal.

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.

Add the administer's name and title here

*Allied Universal
1551 N. Tustin Avenue
Santa Ana, CA 92705*

I, _____, certify the above is true and correct.
(print 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. This document states that in return for Universal Protection Service, LP D/B/A Allied Universal Security Services, hereinafter referred to as "Allied Universal", paying you money, you agree that you will not file any lawsuit against Northwest Protective Service, Inc. (or Allied Universal) for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for security positions in the Seattle area. It also says that Allied Universal 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 \$414 (less deductions required by law) by Allied Universal to me, which I agree is acceptable, I _____ agree to the following: print name

I.

I hereby waive, release and forever discharge Allied Universal, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its 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 non-selection for employment in a security position on the basis of my race at any time through the effective date of this Release.

II.

I understand that Allied Universal denies that it treated me unlawfully or unfairly in any way and that Allied Universal 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 September 24, 2014. I further agree that the payment of the aforesaid sum by Allied Universal to me is not to be construed as an admission of any liability by Allied Universal.

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.

IV.

I understand that if I do not sign this Release and return it to Allied Universal within 30 days of the date the envelope containing this Release was postmarked, I will not be entitled to receive any payment (less deductions required by law) from Allied Universal.

IN WITNESS WHEREOF, I have signed this document on this _____ day of _____, 20__.

Signature