

CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

SNO-WHITE LINEN & UNIFORM RENTAL

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated Sno-White Linen & Uniform Rental ("Sno-White"), facility located at 110 S. 25th Street, Colorado Springs, Colorado and found that Sno-White was not in compliance with the Executive Order 11246, as amended ("E.O. 11246"), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 ("VEVRAA"), and their implementing regulations at 41 C.F.R. Section(s) 60-1, 60-2, 60-3, 60-4 and 60-300. OFCCP notified Sno-White Linen & Uniform Rental of the specific violations found and the corrective actions required in a Notice of Violations issued on April 8, 2016. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and Sno-White Linen & Uniform Rental enter this agreement ("Conciliation Agreement" or "Agreement") and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Sno-White'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 or VEVRAA based on the violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violations described in Part III if Sno-White violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Sno-White 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. Sno-White will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.

3. Sno-White understands that nothing in this Agreement relieves Sno-White of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations at 41 CFR Part 60, and other applicable equal employment laws.
4. Sno-White promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. 60-1.32(a).
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.
7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective forty-five (45) days after the date it is signed by the Regional Director of the Southwest and Rocky Mountain Region (the "Effective Date") unless the Director of OFCCP indicates otherwise within 45 calendar days of the date the Regional Director signs the Agreement.
9. This Agreement will expire sixty (60) days after Sno-White submits the final progress reports required in Part IV below, unless OFCCP notifies Sno-White in writing prior to the expiration date that Sno-White has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determine Sno-White has met all of its obligations under the Agreement.
10. If Sno-White violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. 60-1.34 will govern:
 - 1) If OFCCP believes that Sno-White violated any term of the Agreement while it was in effect, OFCCP will send Sno-White a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) Sno-White will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement, unless such a

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

- 3) If Sno-White 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. Sno-White may be subject to the sanctions set forth in Section 209 of the Executive Order, 60-300.66 and/or other appropriate relief for violation of this Agreement.

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

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. **VIOLATION:** OFCCP found that Sno-White is not in compliance with 41 CFR 60-1.4(a)(1). OFCCP's analysis of Sno-White's hiring process and selection procedures revealed that Sno-White discriminated against white applicants for positions in the Laborer Job Group (as defined below) at its Colorado Springs, Colorado facility during the period of November 18, 2011 through July 31, 2014.

For purposes of its analysis, OFCCP relied on information provided by Sno-White to identify applicants who were included in the applicant pool. Sno-White stated that it considers together as one group, and thus OFCCP included together in the applicant pool, those applicants who applied for a position in the Operative II, Operative III and Laborer job groups. Sno-White revised its AAP job groups to include these as one combined job group referred to as the Laborer Job Group. OFCCP also included in the applicant pool applicants who did not specify the job for which they were applying or listed more than one job title and one of the job titles was found in the Laborer Job Group. Additionally, OFCCP excluded from the applicant pool all duplicate applicants, all applicants who applied for or were hired into another job at Sno-White, and applicants who did not provide both their first and last name on the application. In addition, OFCCP removed from its analysis one applicant who accepted a job with another company.

OFCCP's analysis of the refined applicant and hiring data for the period of November 18, 2011 through July 31, 2014 showed a statistically significant disparity that negatively affected white applicants for positions in the Laborer Job Group. OFCCP's analysis resulted in a statistically significant disparity against white applicants at (b) (7)(E) standard deviations yielding a shortfall of 30.

OFCCP concludes that Sno-White's hiring practices resulted in discrimination against 117 white applicants who applied for a position in the Laborer Job Group and were not selected. In addition to the statistical case, OFCCP found anecdotal evidence that supports its statistical findings.

REMEDY: Sno-White agrees to immediately cease using the practices and/or policies negatively affecting white applicants in the hiring process and will take the following corrective action:

- (a) Revision of the Hiring Process, Implementation and Training: Within 30 calendar days of the effective date of this Agreement (the effective date is the date of the signature of the Regional Director), Sno-White will revise, in writing, the practices, policies and procedures it uses to recruit, track and hire applicants for Laborer positions (hereinafter the "Revised Hiring Process") to include all requirements as found in Remedy 1(a).
- Procedures to recruit applicants for Laborer positions, including mandatory posting, outreach efforts, and the use of the Internet as a recruitment procedure, if Sno-White currently uses or prospectively intends to use the Internet to recruit Laborer applicants.
 - The qualifications and criteria to be used to place applicants into the Laborer applicant pool.
 - The qualifications and criteria to be used to eliminate and/or select applicants at each step of the hiring process, including the qualifications and criteria to be used in any application screen, interview, test, post-hiring screen or other selection procedure.
 - Procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process.
 - Procedures to ensure that documents are retained in accordance with 41 CFR 60-1.12(a) and Part 60-3.

Thereafter, within 90 calendar days of the effective date of this Agreement, Sno-White will fully implement the Revised Hiring Process and will train all individuals involved in any way in recruiting, selecting or tracking applicants for Laborer positions on the Revised Hiring Process. The training will include instruction in the proper implementation of the recruitment, tracking and selection procedures, the neutral application of the specified qualifications and criteria that will be used at each step in the hiring process, the 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 CFR 60-1.12(a) and Part 60-3.

- (b) Notice: Within 15 calendar days of the effective date of this Agreement, Sno-White must notify the white applicants shown on Attachment 1 ("Affected Laborer Class Members") of the terms of this Agreement by sending by certified mail to each Laborer Class Member the Notice to Class Members (Attachment 2, "Notice"), the Information Verification & Employment Interest Form (Attachment 3, "Interest Form"), the Release of Claims Under Executive Order 11246 (Attachment 4, "Release"), and a postage paid return envelope. Sno-White will notify OFCCP weekly of all letters returned as undeliverable. In addition, within 60 calendar days of the effective date, Sno-White will provide a list to OFCCP of those Laborer Class Members who have not yet responded to the Notice and/or have not returned a fully executed Interest Form and Release. OFCCP will then initiate efforts to locate those Laborer Class Members and provide the updated contact information to Sno-White. Updated addresses will be provided to Sno-White within 10 calendar days of receiving the list from Sno-White.

Sno-White agrees to send by certified mail a second Notice, Interest Form, Release, and postage paid return envelope to Laborer Class Members for whom updated information and addresses were obtained by OFCCP within 90 calendar days of the effective date of this Agreement.

All Laborer Class Members who sign and return the Release and Interest Form to either Sno-White or OFCCP within 120 calendar days of the effective date of this Agreement ("Eligible Laborer Class Members") will equally share the monetary settlement and, if indicating an interest in employment, will be eligible to be considered for a job pursuant to this Agreement. If a Laborer Class Member has not returned the Release and Interest Form to Sno-White or OFCCP within 120 calendar days of the effective date of this Agreement, the Laborer Class Member will no longer be entitled to any relief pursuant to this Agreement.

Within 130 calendar days of the effective date of this Agreement, Sno-White will provide OFCCP with a list of all Laborer Class Members who returned the Interest Form and Release within 120 calendar days of the effective date, along with a copy of each executed Release and Interest Form it received. OFCCP will provide Sno-White with all original executed Release and Interest Forms it receives. Within 140 calendar days from the effective date, OFCCP will review and approve the final list of Eligible Laborer Class Members or discuss with Sno-White any issues necessary to finalize the list, such as the inclusion or exclusion of certain Laborer Class Members. The monetary payment discussed in paragraph (d) below will be divided equally among all Eligible Laborer Class Members on the final approved list. All Eligible Laborer Class Members are entitled to their share of the monetary settlement regardless of whether they are interested in employment with Sno-White.

- (c) Employment Eligibility: As positions become available, Sno-White will consider for employment qualified Eligible Laborer Class Members not currently employed by Sno-White who express an interest in employment with Sno-White,

until 30 white Eligible Laborer Class Members have successfully completed the selection process and are hired into Laborer positions (Sno-White has already fulfilled this obligation towards the shortfall with respect to 3 white Eligible Laborer Class Members), or until the list of such Eligible Laborer Class Members expressing an interest in employment is exhausted, whichever occurs first. Eligible Laborer Class Members shall be considered in the order that Sno-White receives their Interest Forms expressing an interest in employment. Sno-White shall initiate its hiring of Eligible Laborer Class Members no later than 120 days of the effective date of this Agreement and must complete its hiring obligations under this section within 12 months of the effective date of this Agreement.

Eligible Laborer Class Members will be allowed at least two weeks to report for work after receiving a written job offer from Sno-White. The Eligible Laborer Class Members hired into Laborer positions pursuant to this Agreement shall be paid (b) (7)(E) per hour or the current wage rate for the Laborer positions, whichever is higher, and shall be provided with the same benefits, opportunity to earn overtime and shift differentials as other Laborer employees. In addition, all Eligible Laborer Class Members hired shall receive retroactive seniority to the date of their original application for all purposes, including job retention, job bidding and benefits.

All Eligible Class Members are entitled to their share of monetary settlement regardless of whether they are interested in employment with Sno-White.

- (d) Monetary Settlement: Within ten (10) calendar days of the effective date of this Agreement, Sno-White shall deposit \$70,000 (back pay of \$63,700 and interest of \$6,300) into an interest-bearing account at the prevailing interest rate for the white Eligible Laborer Class Members. Sno-White will notify OFCCP within five (5) calendar days of the inception of the account that this action has been taken and will identify to OFCCP a person who can be contacted who will be able to provide the current balance of the account including any accrued interest. The monetary settlement is a negotiated amount that represents estimated back pay and takes into account tenure and interim earnings. The back pay and interest amount (plus additional interest that accrues on the interest-bearing account), less legal deductions required by law on the portion representing back pay only (such as federal, state and/or local taxes and FICA), will be equally distributed among the Eligible Laborer Class Members. Sno-White will pay to the Internal Revenue Service ("IRS") the employer's share of social security withholdings, and shall mail to each Eligible Laborer Class Member an IRS W-2 Form representing that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be mailed to the Eligible Laborer Class Members either with the settlement checks or at the end of the year. No disbursements of the monetary settlement covered by this Agreement are to be made prior to 45 calendar days following the effective date of this Agreement. Sno-White will disburse the monetary settlement within 170 calendar days of the effective date of this Agreement.

Within five (5) calendar days of Sno-White's receipt of a check to an Eligible Laborer Class Member returned as undeliverable, Sno-White shall notify OFCCP of this fact via e-mail sent to (b) (7)(C), (b) (7)(E) at (b) (7)(C), (b) (7)(E)@dol.gov. OFCCP will attempt to locate the Eligible Laborer Class Member and if OFCCP obtains an alternate address, Sno-White will remail the check. Any check that remains uncashed within 120 days after the initial date the check was mailed to the Eligible Laborer Class Member shall be void. With respect to the uncashed funds, Sno-White shall make a second distribution to all Eligible Laborer Class Members who cashed their first check if the amount of the uncashed funds would result in a payment of \$20.00 or more to each of the located Eligible Laborer Class Members. If the total amount of uncashed funds would result in a payment of less than \$20.00 to each located Eligible Laborer Class Member, Sno-White shall use those uncashed funds to provide training in equal employment opportunity to its personnel in addition to training it is obligated to provide in the Revised Hiring Process described in paragraph (a) above.

2. **VIOLATION:** OFCCP found that Sno-White is not in compliance with 41 CFR 60-1.4(a)(1). OFCCP's analysis of Sno-White's hiring process and selection procedures revealed that Sno-White discriminated on the basis of race against white applicants for Route Driver positions at its Denver, Colorado facility during the period of November 18, 2011 through July 31, 2014.

For purposes of its analysis, OFCCP relied on information provided by Sno-White to identify applicants who were included in the applicant pool. OFCCP included in the applicant pool those applicants in the Operative I Job Group who applied for Driver, Route Driver or RT Salaries positions (referred to collectively as Route Drivers in OFCCP's analyses). OFCCP excluded from the applicant pool one applicant who applied for and was hired into a Semi-truck Driver position, since the minimum qualifications for Semi-truck Driver positions are different from Route Driver positions.

OFCCP's analysis of the refined applicant and hiring data for the period showed a statistically significant disparity of (b) (7)(E) standard deviations that negatively affected white applicants for Route Driver positions yielding a shortfall in hiring of three (3) white applicants. OFCCP concludes that Sno-White's hiring practices resulted in discrimination against 15 white applicants who applied for Route Driver positions and were not selected.

REMEDY: Sno-White agrees to immediately cease using the practices and/or policies negatively affecting white applicants in the hiring process and will take the following corrective action:

- (a) **Revision of the Hiring Process, Implementation and Training:** Within 30 calendar days of the effective date of this Agreement, Sno-White will revise, in writing, the practices, policies and procedures it uses to recruit, track and hire applicants for Route Driver positions (hereinafter the "Revised Hiring Process") to include all requirements as found in Remedy 2(a).

Thereafter, within 90 calendar days of the effective date of this Agreement, Sno-White will fully implement the Revised Hiring Process and will train all individuals involved in any way in recruiting, selecting or tracking applicants for Route Driver positions on the Revised Hiring Process. The training will include instruction in the proper implementation of the recruitment, tracking and selection procedures, the neutral application of the specified qualifications and criteria that will be used at each step in the hiring process, the 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 CFR 60-1.12(a) and Part 60-3.

- (b) Notice: Within 15 calendar days of the effective date of this Agreement, Sno-White shall notify the white applicants shown on Attachment 5 ("Route Driver Race Class Members") of the terms of this Agreement by sending by first class mail to each Route Driver Race Class Member the Notice to Class Members (Attachment 6, "Notice"), the Information Verification & Employment Interest Form (Attachment 7, "Interest Form"), the Release of Claims Under Executive Order 11246 (Attachment 8, "Release"), and a postage paid return envelope. Sno-White will notify OFCCP weekly of all letters returned as undeliverable. In addition, within 60 calendar days of the effective date, Sno-White will provide a list to OFCCP of those Route Driver Race Class Members who have not yet responded to the Notice and/or have not returned a fully executed Interest Form and Release. OFCCP will then initiate efforts to locate those Route Driver Race Class Members and provide the updated contact information to Sno-White. Updated information and addresses will be provided to Sno-White within 10 calendar days of receiving the list from Sno-White.

Sno-White agrees to send by first class mail a second Notice, Interest Form, Release, and postage paid return envelope to Laborer Class Members for whom updated information and addresses were obtained by OFCCP within 90 calendar days of the effective date of this Agreement.

All Route Driver Race Class Members who sign and return the Release and Interest Form to either Sno-White or OFCCP within 120 calendar days of the effective date of this Agreement ("Eligible Route Driver Race Class Members") will equally share the monetary settlement and, if indicating an interest in employment, will be eligible to be considered for a job pursuant to this Agreement. If a Route Driver Race Class Member has not returned the Release and Interest Form to Sno-White or OFCCP within 120 calendar days of the effective date of this Agreement, the Route Driver Race Class Member will no longer be entitled to any relief pursuant to this Agreement.

Within 130 calendar days of the effective date of this Agreement, Sno-White will provide OFCCP with a list of all Route Driver Race Class Members who returned the Interest Form and Release within 120 calendar days of the effective date,

along with a copy of each executed Release and Interest Form it received. OFCCP will provide Sno-White with all original executed Release and Interest Forms it receives. Within 140 calendar days from the effective date, OFCCP will review and approve the final list of Eligible Route Driver Race Class Members or discuss with Sno-White any issues necessary to finalize the list, such as the inclusion or exclusion of certain Route Driver Race Class Members. The monetary payment discussed in paragraph (d) below will be divided equally among all Eligible Route Driver Race Class Members on the final approved list. All Eligible Route Driver Race Class Members are entitled to their share of the monetary settlement regardless of whether they are interested in employment with Sno-White.

- (c) Employment Eligibility: As positions become available, Sno-White will consider for employment qualified Eligible Route Driver Race Class Members not currently employed by Sno-White who express an interest in employment with Sno-White, until three (3) white Eligible Route Driver Race Class Members have successfully completed the selection process and are hired into a Route Driver position, or until the list of such Eligible Route Driver Race Class Members expressing an interest in employment is exhausted, whichever occurs first. Eligible Route Driver Race Class Members shall be considered in the order that Sno-White receives their Interest Forms expressing an interest in employment. Sno-White shall initiate its hiring of Eligible Route Driver Race Class Members no later than 120 days of the effective date of this Agreement and must complete its hiring obligations under this section within 12 months of the effective date of this Agreement.

Eligible Route Driver Race Class Members will be allowed at least two weeks to report for work after receiving a written job offer from Sno-White. The Eligible Route Driver Race Class Members hired into a Route Driver position pursuant to this Agreement shall be paid (b) (7)(E) per hour and/or any applicable commission of route revenue, or the current wage rate for the Route Driver position, whichever is higher, and shall be provided with the same benefits, opportunity to earn overtime and shift differentials as other Route Driver employees. In addition, all Eligible Route Driver Race Class Members hired shall receive retroactive seniority to the date of their original application for all purposes, including job retention, job bidding and benefits.

- (d) Monetary Settlement: Within ten (10) calendar days of the effective date of this Agreement, Sno-White shall deposit \$13,040 (back pay of \$11,865 and interest of \$1,175) into an interest-bearing account at the prevailing interest rate for the white Eligible Route Driver Race Class Members. Sno-White will notify OFCCP within five calendar days of the inception of the account that this action has been taken and will identify to OFCCP a person who can be contacted who will be able to provide the current balance of the account and the amount of accrued interest. The monetary settlement is a negotiated amount that represents estimated back pay and takes into account tenure and interim earnings. The back pay and interest amount (plus additional interest that accrues on the interest-bearing account), less legal deductions

required by law on the portion representing back pay only (such as federal, state and/or local taxes and FICA), will be equally distributed among the Eligible Route Driver Race Class Members. Sno-White will pay to the Internal Revenue Service ("IRS") the employer's share of social security withholdings, and shall mail to each Eligible Route Driver Race Class Member an IRS W-2 Form representing that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be mailed to the Eligible Route Driver Race Class Members either with the settlement checks or at the end of the year. No disbursements of the monetary settlement covered by this Agreement are to be made prior to 45 calendar days following the effective date of this Agreement. Sno-White will disburse the monetary settlement within 170 calendar days of the effective date of this Agreement.

Within five (5) days of Sno-White's receipt of a check to an Eligible Route Driver Race Class Member returned as undeliverable, Sno-White shall notify OFCCP of this fact via e-mail to (b) (7)(C), (b) (7)(E) at (b) (7)(C), (b) (7)(E)@dol.gov. OFCCP will attempt to locate the Eligible Route Driver Race Class Member and if OFCCP obtains an alternate address, Sno-White will remail the check. Any check that remains uncashed within 120 days after the initial date the check was mailed to the Eligible Route Driver Race Class Member shall be void. With respect to the uncashed funds, Sno-White shall make a second distribution to all Eligible Route Driver Race Class Members who cashed their first check if the amount of the uncashed funds would result in a payment of \$20.00 or more to each of the located Eligible Route Driver Race Class Members. If the total amount of uncashed funds would result in a payment of less than \$20.00 to each located Eligible Route Driver Race Class Member, Sno-White shall use those uncashed funds to provide training in equal employment opportunity to its personnel in addition to training it is obligated to provide in the Revised Hiring Process described in paragraph (a) above.

3. **VIOLATION:** OFCCP found that Sno-White's hiring process is not in compliance with 41 CFR 60-1.4(a)(1). OFCCP's analysis of Sno-White's hiring process and selection procedures revealed that Sno-White discriminated on the basis of sex against female applicants for Route Driver positions at its Colorado Springs and Denver, Colorado facilities during the period of November 18, 2011 through July 31, 2014.

For purposes of its analysis, OFCCP relied on information provided by Sno-White to identify applicants who were included in the applicant pool. OFCCP included in the applicant pool those applicants who applied for Route Driver positions. OFCCP excluded from the applicant pool one applicant who applied for and was hired into a Semi-truck Driver position, as it was determined that the minimum qualifications for Semi-truck Driver positions are different from Route Driver positions.

OFCCP's analysis of the refined applicant and hiring data for the period of November 18, 2011 through July 31, 2014 showed that despite having qualified female applicants, (b) (7)(E) females were selected. OFCCP analyzed the data and found that of (b) (7)(E) male applicants,

(b) (7)(E) or (b) (7)(E) % were hired and of (b) (7)(E) female applicants, (b) (7)(E) or (b) (7)(E) % were hired even when they were equally or more qualified.

OFCCP concludes that Sno-White's hiring practices resulted in discrimination against 8 female applicants who applied for Route Driver positions and were not selected.

REMEDY: Sno-White agrees to immediately cease using the practices and/or policies negatively affecting female applicants in the hiring process and will take the following corrective action:

- (a) Revision of the Hiring Process, Implementation and Training: Within 30 calendar days of the effective date of this Agreement (the effective date is the date of the signature of the Regional Director), Sno-White will revise, in writing, the practices, policies and procedures it uses to recruit, track and hire applicants for Route Driver positions (hereinafter the "Revised Hiring Process") to include all requirements as found in Remedy 3(a).

Thereafter, within 90 calendar days of the effective date of this Agreement, Sno-White will fully implement the Revised Hiring Process and will train all individuals involved in any way in recruiting, selecting or tracking applicants for Route Driver positions on the Revised Hiring Process. The training will include instruction in the proper implementation of the recruitment, tracking and selection procedures, the neutral application of the specified qualifications and criteria that will be used at each step in the hiring process, the 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 CFR 60-1.12(a) and Part 60-3.

- (b) Notice: Within 15 calendar days of the effective date of this Agreement, Sno-White shall notify the female applicants shown on Attachment 9 ("Route Driver Gender Class Members") of the terms of this Agreement by sending by first class mail to each Route Driver Gender Class Member the Notice to Class Members (Attachment 10, "Notice"), the Information Verification & Employment Interest Form (Attachment 11, "Interest Form"), the Release of Claims Under Executive Order 11246 (Attachment 12, "Release"), and a postage paid return envelope. Sno-White will notify OFCCP weekly of all letters returned as undeliverable. In addition, within 60 calendar days of the effective date, Sno-White will provide a list to OFCCP of those Route Driver Gender Class Members who have not yet responded to the Notice and/or have not returned a fully executed Interest Form and Release. OFCCP will then initiate efforts to locate those Route Driver Gender Class Members and provide the updated contact information to Sno-White. Updated addresses will be provided to Sno-White within 10 calendar days of receiving the list from Sno-White.

Sno-White agrees to send by first class mail a second Notice, Interest Form, Release, and postage paid return envelope to Laborer Class Members for whom

updated addresses were obtained by OFCCP within 90 calendar days of the effective date of this Agreement.

All Route Driver Gender Class Members who sign and return the Release and Interest Form to either Sno-White or OFCCP within 120 calendar days of the effective date of this Agreement ("Eligible Route Driver Gender Class Members") will equally share the monetary settlement and, if indicating an interest in employment, will be eligible to be considered for a job pursuant to this Agreement. If a Route Driver Gender Class Member has not returned the Release and Interest Form to Sno-White or OFCCP within 120 calendar days of the effective date of this Agreement, the Route Driver Gender Class Member will no longer be entitled to any relief pursuant to this Agreement.

Within 130 calendar days of the effective date of this Agreement, Sno-White will provide OFCCP with a list of all Route Driver Gender Class Members who returned the Interest Form and Release within 120 calendar days of the effective date, along with a copy of each executed Release and Interest Form it received. OFCCP will provide Sno-White with all original executed Release and Interest Forms it receives. Within 140 calendar days from the effective date, OFCCP will review and approve the final list of Eligible Route Driver Gender Class Members or discuss with Sno-White any issues necessary to finalize the list, such as the inclusion or exclusion of certain Route Driver Gender Class Members. The monetary payment discussed in paragraph (d) below will be divided equally among all Eligible Route Driver Gender Class Members on the final approved list. All Eligible Route Driver Gender Class Members are entitled to their share of the monetary settlement regardless of whether they are interested in employment with Sno-White.

- (c) Employment Eligibility: As positions become available, Sno-White will consider for employment qualified Eligible Route Driver Gender Class Members not currently employed by Sno-White who express an interest in employment with Sno-White, until one (1) female Eligible Route Driver Gender Class Member has successfully completed the selection process and is hired into a Route Driver position, or until the list of such Eligible Route Driver Gender Class Members expressing an interest in employment is exhausted, whichever occurs first. Eligible Route Driver Gender Class Members shall be considered in the order that Sno-White receives their Interest Forms expressing an interest in employment. Sno-White shall initiate its hiring of Eligible Route Driver Gender Class Members no later than 120 days of the effective date of this Agreement and must complete its hiring obligations under this section within 12 months of the effective date of this Agreement.

Eligible Route Driver Gender Class Members will be allowed at least two weeks to report for work after receiving a written job offer from Sno-White. The Eligible Route Driver Gender Class Member hired into a Route Driver position pursuant to this Agreement shall be paid (b) (7)(E) per hour and/or any applicable

commission of route revenue, or the current wage rate for the Route Driver position, whichever is higher, and shall be provided with the same benefits, opportunity to earn overtime and shift differentials as other Route Driver employees. In addition, the Eligible Route Driver Gender Class Member hired shall receive retroactive seniority to the date of their original application for all purposes, including job retention, job bidding and benefits.

- (d) Monetary Settlement: Within ten (10) calendar days of the effective date of this Agreement, Sno-White shall deposit \$6,960 (back pay of \$6,333 and interest of \$627) into an interest-bearing account at the prevailing interest rate for the female Eligible Route Driver Gender Class Members. Sno-White will notify OFCCP within five calendar days of the inception of the account that this action has been taken and will identify to OFCCP a person who can be contacted who will be able to provide the current balance of the account and the amount of accrued interest. The monetary settlement is a negotiated amount that represents estimated back pay and takes into account tenure and interim earnings. The back pay and interest amount (plus additional interest that accrues on the interest-bearing account), less legal deductions required by law on the portion representing back pay only (such as federal, state and/or local taxes and FICA), will be equally distributed among the Eligible Route Driver Race Class Members. Sno-White will pay to the Internal Revenue Service ("IRS") the employer's share of social security withholdings, and shall mail to each Eligible Route Driver Race Class Member an IRS W-2 Form representing that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be mailed to the Eligible Route Driver Gender Class Members either with the settlement checks or at the end of the year. No disbursements of the monetary settlement covered by this Agreement are to be made prior to 45 calendar days following the effective date of this Agreement. Sno-White will disburse the monetary settlement within 170 calendar days of the effective date of this Agreement.

Within five days of Sno-White's receipt of a check to an Eligible Route Driver Gender Class Member returned as undeliverable, Sno-White shall notify OFCCP of this fact via e-mail to (b) (7)(C), (b) (7)(E) at (b) (7)(C), (b) (7)(E)@dol.gov. OFCCP will attempt to locate the Eligible Route Driver Gender Class Member and if OFCCP obtains an alternate address, Sno-White will remail the check. Any check that remains uncashed within 120 days after the initial date the check was mailed to the Eligible Route Driver Gender Class Member shall be void. With respect to the uncashed funds, Sno-White shall make a second distribution to all Eligible Route Driver Gender Class Members who cashed their first check if the amount of the uncashed funds would result in a payment of \$20.00 or more to each of the located Eligible Route Driver Gender Class Members. If the total amount of uncashed funds would result in a payment of less than \$20.00 to each located Eligible Route Driver Gender Class Member, Sno-White shall use those uncashed funds to provide training in equal employment opportunity to its personnel in addition to training it is obligated to provide in the Revised Hiring Process

described in paragraph (a) above.

4. **VIOLATION:** Sno-White failed to maintain and have available for inspection personnel and employment records in accordance with the requirements at 41 CFR 60-1.12 and 41 CFR Part 60-3. Specifically, during the period of November 18, 2011 through July 31, 2014, Sno-White failed to preserve and make available to OFCCP complete and accurate employment records, including documentation of all applicants who expressed an interest in working for the company, applications, and offers made during the review period. OFCCP determined that [REDACTED] applicants ([REDACTED]%) were missing an application but were found on other contractor-submitted documents such as the applicant flow log, self-identification form, hire logs or termination logs. Of those [REDACTED] applicants, [REDACTED] ([REDACTED]%) were selected by Sno-White for employment at the facility.

REMEDY: Sno-White will ensure that it has established and implemented procedures to collect and maintain personnel and employment records in accordance with the requirements of 41 CFR 60-1.12 and 41 CFR Part 60-3.

5. **VIOLATION:** During the period of November 18, 2011 through July 31, 2014, Sno-White failed to adequately implement an applicant tracking system to collect or identify, where possible, the gender, race and ethnicity of each applicant in accordance with the requirements at 41 CFR 60-1.12(c). Sno-White provided self-identification forms at the Colorado Springs facility only when applicants were selected for hire, and OFCCP determined that [REDACTED] applicants ([REDACTED]%) did not have self-identification forms.

REMEDY: Sno-White will ensure that it has established and implemented procedures to collect and maintain personnel and employment records in accordance with the requirements of 41 CFR 60-1.12 and 41 CFR Part 60-3.

6. **VIOLATION:** Sno-White failed to conduct an acceptable job group analysis as required by 41 CFR 60-2.12. Specifically, Sno-White did not include a list of the job titles that comprised each job group as required by 41 CFR 60-2.12(c).

REMEDY: Sno-White will ensure that it conducts an acceptable job group analysis, as is required by 41 CFR 60-2.12(c).

7. **VIOLATION:** Sno-White failed to conduct an acceptable availability analysis as required by 41 CFR 60-2.14(g). Specifically, in its affirmative action program (AAP), OFCCP found that Sno-White did not separately determine the availability for each job title within the job group and weight the availability by the proportion by the job group incumbents employed.

REMEDY: Sno-White must ensure that it conducts an acceptable availability analysis, as is required by 41 CFR 60-2.14(g).

8. **VIOLATION:** Sno-White failed to conduct adverse impact analyses of its selection processes for hiring, promotions and terminations in accordance with the requirements at

41 CFR 60-2.17(b), 41 CFR 60-3.4 and 41 CFR 60-3.15A. Additionally, Sno-White did not evaluate the individual components of the selection process for adverse impact, as required by 41 CFR 60-3.4C. Further, in its AAP, Sno-White did not address the selection disparities that resulted from its personnel procedures, and therefore did not establish action-oriented programs designed to correct the problem areas as required by 41 CFR 60-2.14(c).

REMEDY: Sno-White must ensure that it conducts and has available adverse impact analyses of the selection processes for hiring, promotions and terminations, as is required by 41 CFR 60-2.17(b), 41 CFR 60-3.4 and 41 CFR 3-15A. These analyses will be done by job for each group constituting more than 2 percent of the labor force in the relevant labor area or 2 percent of the applicable labor force. If adverse impact is identified in the total selection process, Sno-White will evaluate each individual component of the total selection process for adverse impact, as required by 41 CFR 60-3.4C. If adverse impact is found to exist in any of the individual components of the selection process, Sno-White will validate each such component in accordance with the Uniform Guidelines on Employee Selection Procedures or utilize selection procedures which do not result in adverse impact. Sno-White must also ensure that it establishes action-oriented programs designed to correct any identified problem areas, as is required by 41 CFR 60-2.14(c).

9. **VIOLATION:** During the period of November 11, 2011 through July 31, 2014, Sno-White failed to immediately list all employment openings with either the state workforce agency job bank or a local employment service delivery system serving the location where the openings occurred in accordance with the regulations found at 41 CFR 60-300.5(a)2-6 and 41 CFR 60-300.5(a)2-6 (2014).

REMEDY: Sno-White must list all employment openings as they occur with an appropriate employment service delivery system (ESDS) (either the state workforce agency job bank or a local ESDS) where openings occur, in a manner and format that will allow the ESDS to provide referrals of protected veterans to Sno-White, as is required by 41 CFR 60-300.5(a)2-6 (2014). With its initial listing, and as subsequently needed to update the information, Sno-White must also advise the ESDS that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state, and provide the ESDS with the name and address of each of its hiring locations within the state and the contact information for the contractor official responsible for hiring at each location, in accordance with 41 CFR 60-300.5(a)4. Should any of the information in the disclosures change since it was last reported to the ESDS, Sno-White shall provide updated information simultaneously with its next job listing.

Part IV. REPORTS REQUIRED

Sno-White will submit various reports to OFCCP, and shall send each report described below to:

Denver District Director
U.S. Department of Labor/OFCCP
Cesar E. Chavez Memorial Building

1244 Speer Blvd., Suite 540
Denver, CO 80204

1. Pursuant to paragraph (a) of Remedy 1, 2 and 3, within 60 calendar days of the effective date of this Agreement Sno-White will submit to OFCCP a copy of the written Revised Hiring Process.
2. Pursuant to paragraph (a) of Remedy 1, with the first progress report below, which is approximately seven months of the effective date of this Agreement, Sno-White will provide OFCCP with documentation that all managers, supervisors and other personnel involved in the Revised Hiring Process for Laborer positions have been trained in the recruitment and selection procedures to be used in the Revised Hiring Process. The documentation shall include the dates of the training, the names and job titles of all attendees, and the name and job title of each person who conducted the training.

Pursuant to paragraph (a) of Remedy 2 and 3, with the first progress report below, which is approximately seven months of the effective date of this Agreement, Sno-White will provide OFCCP with documentation that all managers, supervisors and other personnel involved in the Revised Hiring Process for Route Driver positions have been trained in the recruitment and selection procedures to be used in the Revised Hiring Process. The documentation shall include the dates of the training, the names and job titles of all attendees, and the name and job title of each person who conducted the training.

3. Sno-White will also provide OFCCP with all documents and information referenced in paragraphs (b) and (d) of Remedy 1, 2 and 3 within the prescribed timeframes. See the attached Timeline.

In addition to the above reports, Sno-White will submit two semi-annual progress reports. The first semi-annual progress report shall be due seven months from the effective date of this Agreement and shall cover the six-month period beginning with the effective date. The second semi-annual progress report shall cover the successive six-month period, and shall be submitted 30 calendar days after the close of that six-month period. Additional reporting may be required by OFCCP if all terms of the CA have not been fulfilled in these two semi-annual progress reports.

Pursuant to Violation 1, Sno-White will submit the following in each progress report:

1. Documentation of monetary payments to all Eligible Laborer Class Members as specified in paragraphs (b) and (d) of the Remedy for Violation 1. The documentation shall include the names of Eligible Laborer Class Members who were paid, and for each Eligible Laborer Class Member, the number and the amount of the check and the date the check cleared the bank. Sno-White agrees to provide OFCCP with copies of all canceled checks upon request.
2. Documentation of specific hiring activity for Eligible Laborer Class Members who were promoted/transferred into Laborer positions in accordance with this Agreement, including

name, date of hire, job title hired into, rate of pay and proof of retroactive seniority and benefits.

3. For those Eligible Laborer Class Members who were considered for employment but were not hired, Sno-White will provide the reason for non-placement along with all relevant documentation (*e.g.*, documentation that the Eligible Laborer Class Member declined a job offer).

Pursuant to Violation 2, Sno-White will submit the following in each progress report:

1. Documentation of monetary payments to all Eligible Route Driver Race Class Members as specified in paragraphs (b) and (d) of the Remedy of Violation 2. The documentation shall include the names of Eligible Route Driver Race Class Members who were paid, and for each Eligible Route Driver Race Class Member, the number and the amount of the check and the date the check cleared the bank. Sno-White agrees to provide OFCCP with copies of all canceled checks upon request.
2. Documentation of specific hiring activity for Eligible Route Driver Race Class Members who were hired into Route Driver positions in accordance with this Agreement, including name, date of hire, job title hired into, rate of pay and proof of retroactive seniority and benefits.
3. For those Eligible Route Driver Race Class Members who were considered for employment but were not hired, Sno-White will provide the reason for non-placement along with all relevant documentation (*e.g.*, documentation that the Eligible Route Driver Race Class Member declined a job offer).

Pursuant to Violation 3, Sno-White will submit the following in each progress report:

1. Documentation of monetary payments to all Eligible Route Driver Gender Class Members as specified in paragraphs (b) and (d) of the Remedy of Violation 3. The documentation shall include the names of Eligible Route Driver Gender Class Members who were paid, and for each Eligible Route Driver Gender Class Member, the number and the amount of the check and the date the check cleared the bank. Sno-White agrees to provide OFCCP with copies of all canceled checks upon request.
2. Documentation of specific hiring activity for Eligible Route Driver Gender Class Members who were hired into Route Driver positions in accordance with this Agreement, including name, date of hire, job title hired into, rate of pay and proof of retroactive seniority and benefits.
3. For those Eligible Route Driver Gender Class Members who were considered for employment but were not hired, Sno-White will provide the reason for non-placement along with all relevant documentation (*e.g.*, documentation that the Eligible Route Driver Gender Class Member declined a job offer).

Sno-White will continue submitting the information above in progress reports until OFCCP

determines that the back pay and hires have been fully implemented. If complete documentation is provided in one progress report, it need not be resubmitted in a subsequent progress report.

Pursuant to Violations 1, 2, 3, and 8, Sno-White will submit the following in each progress report:

1. The total number of applicants and hires for each job title within the Laborer and Driver job groups during the reporting period, including all temporary, part time, and seasonal workers who were referred to and/or assigned to work at Sno-White by a staffing firm or employment agency;
2. For each job title within the Laborer and Driver job groups, the breakdown by applicable race, gender and ethnic group of applicants and hires, including all temporary, part time, and seasonal workers who were referred to and/or assigned to work at Sno-White by a staffing firm or employment agency;
3. For Laborer and Route Driver positions, the results of Sno-White's analysis as to whether its total selection process has adverse impact, as defined in 41 CFR 60-3.4D, on those members of groups set forth in 41 CFR 60-3.4 B;*
4. For each case where the total selection process has an adverse impact, as defined in 41 CFR 60-3.4D, the results of Sno-White's evaluation of the individual components of the selection process for adverse impact; and
5. The actions taken by Sno-White upon determining that any component of the selection process has an adverse impact on members of groups set forth in subparagraph 2, above.

*For purposes of the adverse impact analysis, Sno-White must not include hires made of Eligible Laborer Class Members, Eligible Route Driver Race Class Members, or Eligible Route Driver Gender Class Members pursuant to this Agreement in that analysis.

Sno-White will retain records pertinent to the violations resolved by this Conciliation Agreement and to the reports submitted under it, including the underlying information on which the reports are based, until the expiration date of the Conciliation Agreement or consistent with regulatory requirements, whichever is later.

All dates and deadlines in this Agreement may be modified or extended by written agreement.

Sno-White agrees not to repeat the above violations.

Part V. SIGNATURES

This Conciliation Agreement is hereby executed by and between the OFCCP and Sno-White Linen & Uniform Rental, 110 S. 25th Street, Colorado Springs, Colorado.

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

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

CHARLES M.D. McALLISTER
President
Sno-White Linen & Uniform Rental

MELISSA L. SPEER
Regional Director
Southwest and Rocky Mountain Region, OFCCP

Date: 4-17-17

Date: 4-20-2017

**ATTACHMENT 1
AFFECTED LABORER CLASS MEMBERS**

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

36	(b) (6), (b) (7)(C)	White
37		White
38		White
39		White
40		White
41		White
42		White
43		White
44		White
45		White
46		White
47		White
48		White
49		White
50		White
51		White
52		White
53		White
54		White
55		White
56		White
57		White
58		White
59		White
60		White
61		White
62		White
63		White
64		White
65		White
66		White
67		White
68		White
69		White
70		White
71		White
72		White
73		White
74		White

75	(b) (6), (b) (7)(C)	White
76		White
77		White
78		White
79		White
80		White
81		White
82		White
83		White
84		White
85		White
86		White
87		White
88		White
89		White
90		White
91		White
92		White
93		White
94		White
95		White
96		White
97		White
98		White
99		White
100		White
101		White
102		White
103		White

**ATTACHMENT 2
NOTICE TO AFFECTED CLASS**

Dear [NAME]:

Sno-White Linen & Uniform Rental ("Sno-White") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to remedy the violations of Executive Order 11246 ("E.O. 11246"), Section 503 of the Rehabilitation Act ("Section 503"), Vietnam Veterans Readjustment Assistance Act ("VEVRAA") that OFCCP found during a compliance review of Sno-White's Colorado Springs, Colorado facility. OFCCP's analysis of Sno-White's hiring processes and selection procedures revealed that during the period of November 8, 2011 through July 31, 2014 ("review period") Sno-White discriminated against certain applicants hired into Laborer jobs. . OFCCP found that there was a disparity in the hiring of Laborer jobs based on race. Sno-White has not admitted to any violation of E.O. 11246 and there has not been any adjudicated finding that Sno-White violated any laws. OFCCP and Sno-White 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 Laborer job during that time period.

As part of this Agreement, you may be eligible to receive a distribution of at least \$___ less lawful payroll deductions. Under the terms of this Agreement it may take up to four (4) 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 and the Release of Claims Under Executive Order 11246. You should complete and mail back the form as soon as possible; it *must* be postmarked to the address below no later than [120 calendar days from the Effective Date of the CA] for you to be entitled to participate in this settlement:

(NAME)
(POSITION)
(CONTRACTOR)
(ADDRESS)

Upon receipt of the above documents, a final determination will be made regarding you eligibility. 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, Sno-White will be making job offers for Laborer jobs to a limited number of individuals receiving this notification. It is not certain that you will receive a job offer. If you are interested in a Laborer job with Sno-White, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for Laborer jobs in the order that Sno-White receives the Information Verification and Employment Interest Form expressing an interest in employment. If you have any questions you may call [NAME] at Sno-White at [PHONE NUMBER], or OFCCP Compliance Officer (b) (7)(C), (b) (7)(E) at (720) 264- (b) (7)(C), (b) (7)(E). You may also reach OFCCP toll-free at: 1-855-680-0971 or through email at: ofccp-swarm-info@dol.gov. Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS SHOWN ABOVE, ON OR BEFORE [120 CALENDAR DAYS FROM THE EFFECTIVE DATE OF THE CA]. YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Sincerely,

(NAME)

Enclosures

Information Verification and Employment Interest Form
Release of Claims Under Executive Order 11246

ATTACHMENT 4
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 Sno-White Linen & Uniform Rental ("Sno-White") paying you money, you agree that you will not file any lawsuit against Sno-White for allegedly violating Executive Order 11246 in connection with its selection procedures for hires Laborer positions. It also says that Sno-White 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 \$_____ (less deductions required by law) by Sno-White to me, which I agree is acceptable, I _____ agree to the following:
print name

I.

I hereby waive, release and forever discharge Sno-White, 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 as a Laborer on the basis of my race at any time through the effective date of this Release.

II.

I understand that Sno-White denies that it treated me unlawfully or unfairly in any way and that Sno-White 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 November 18, 2013. I further agree that the payment of the aforesaid sum by Sno-White to me is not to be construed as an admission of any liability by Sno-White.

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 Sno-White on or before [120 calendar days from the Effective Date of the CA], I will not be entitled to receive any payment (less deductions required by law) from Sno-White.

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

Signature

**ATTACHMENT 5
AFFECTED ROUTE DRIVER RACE CLASS MEMBERS**

Count	Last Name	First Name	Race
1	(b) (6), (b) (7)(C)		White
2			White
3			White
4			White
5			White
6			White
7			White
8			White
9			White
10			White
11			White
12			White
13			White
14			White
15			White

**ATTACHMENT 6
NOTICE TO AFFECTED CLASS**

Dear [NAME]:

Sno-White Linen & Uniform Rental ("Sno-White") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to remedy the violations of Executive Order 11246 ("E.O. 11246"), Section 503 of the Rehabilitation Act ("Section 503"), Vietnam Veterans Readjustment Assistance Act ("VEVRAA") that OFCCP found during a compliance review of Sno-White's Colorado Springs, Colorado facility. OFCCP's analysis of Sno-White's hiring process and selection procedures revealed that during the period of November 18, 2011 through July 31, 2014 ("review period") Sno-White discriminated against certain applicants for Route Driver jobs. OFCCP found that there was a disparity in the hiring of Route Driver jobs based on race. Sno-White has not admitted to any violation of E.O. 11246 and there has not been any adjudicated finding that Sno-White violated any laws. OFCCP and Sno-White 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 Route Driver job during that time period.

As part of this Agreement, you may be eligible to receive a distribution of at least \$ ___ less lawful payroll deductions. Under the terms of this Agreement it may take up to seven (7) 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 and the Release of Claims Under Executive Order 11246. You should complete and mail back the form as soon as possible; it *must* be postmarked to the address below no later than [120 calendar days from the Effective Date of the CA] for you to be entitled to participate in this settlement:

(NAME)
(POSITION)
(CONTRACTOR)
(ADDRESS)

Upon receipt of the above documents, a final determination will be made regarding you eligibility. 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, Sno-White will be making job offers for Route Driver jobs to a limited number of individuals receiving this notification. It is not certain that you will receive a job offer. If you are interested in a Route Driver position with Sno-White, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for a Route Driver position in the order that Sno-White receives the Information Verification and Employment Interest Form expressing an interest in employment. All individual hired pursuant to this Agreement will be provided with retroactive seniority for purposes of benefits. If you have any questions you may call [NAME] at Sno-White at [PHONE NUMBER], or OFCCP Compliance Officer [REDACTED] at (720) 264-[REDACTED]. You may also reach OFCCP toll-free at: 1-855-680-0971 or through email at: ofccp-swarm-info@dol.gov. Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS SHOWN ABOVE, ON OR BEFORE [120 CALENDAR DAYS FROM THE EFFECTIVE DATE OF THE CA]. YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Sincerely,

(NAME)

Enclosures

Information Verification and Employment Interest Form
Release of Claims Under Executive Order 11246

**ATTACHMENT 7
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 Sno-White Linen & Uniform Rental ("Sno-White") 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 _____

E-mail: _____

Notify Sno-White 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:

White [] Black [] Hispanic [] Asian [] Native American [] Other []

Please indicate below whether you are currently interested in a Route Driver position with Sno-White. 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 a position at this time.

[] Yes, I am still interested in a position with Sno-White as a Route Driver.

[] No, I am not currently interested in a position with Sno-White as Route Driver.

IF YOU FAIL TO COMPLETE AND RETURN THIS DOCUMENT TO THE ADDRESS BELOW ON OR BEFORE [120 CALENDAR DAYS FROM THE EFFECTIVE DATE OF THE CA], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

[NAME]
[ADDRESS]

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

Signature

Date

ATTACHMENT 8
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 Sno-White Linen & Uniform Rental ("Sno-White") paying you money, you agree that you will not file any lawsuit against Sno-White for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants in Route Driver positions. It also says that Sno-White 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 \$_____ (less deductions required by law) by Sno-White to me, which I agree is acceptable, I _____ agree to the following:
print name

I.

I hereby waive, release and forever discharge Sno-White, 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 as a Route Driver on the basis of my race at any time through the effective date of this Release.

II.

I understand that Sno-White denies that it treated me unlawfully or unfairly in any way and that Sno-White 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 November 18, 2013. I further agree that the payment of the aforesaid sum by Sno-White to me is not to be construed as an admission of any liability by Sno-White.

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 Sno-White on or before [120 calendar days from the Effective Date of the CA], I will not be entitled to receive any payment (less deductions required by law) from Sno-White.

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

Signature

**ATTACHMENT 9
AFFECTED ROUTE DRIVER GENDER CLASS MEMBERS**

Count	Last Name	First Name	Gender
1	(b) (6), (b) (7)(C)		Female
2			Female
3			Female
4			Female
5			Female
6			Female
7			Female
8			Female

**ATTACHMENT 10
NOTICE TO AFFECTED CLASS**

Dear [NAME]:

Sno-White Linen & Uniform Rental ("Sno-White") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to remedy the violations of Executive Order 11246 ("E.O. 11246"), Section 503 of the Rehabilitation Act ("Section 503"), Vietnam Veterans Readjustment Assistance Act ("VEVRAA") that OFCCP found during a compliance review of Sno-White's Colorado Springs, Colorado facility. OFCCP's analysis of Sno-White's hiring process and selection procedures revealed that during the period of November 18, 2011 through July 31, 2014 ("review period") Sno-White discriminated against certain applicants for Route Driver jobs. OFCCP found that there was a disparity in the hiring of Route Driver jobs based on gender. Sno-White has not admitted to any violation of E.O. 11246 and there has not been any adjudicated finding that Sno-White violated any laws. OFCCP and Sno-White 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 Route Driver job during that time period.

As part of this Agreement, you may be eligible to receive a distribution of at least \$___ less lawful payroll deductions. Under the terms of this Agreement it may take up to seven (7) 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 and the Release of Claims Under Executive Order 11246. You should complete and mail back the form as soon as possible; it *must* be postmarked to the address below no later than [120 calendar days from the Effective Date of the CA] for you to be entitled to participate in this settlement:

(NAME)
(POSITION)
(CONTRACTOR)
(ADDRESS)

Upon receipt of the above documents, a final determination will be made regarding you eligibility. 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, Sno-White will be making job offers for Route Driver jobs to a limited number of individuals receiving this notification. It is not certain that you will receive a job offer. If you are interested in a Route Driver position with Sno-White, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for a Route Driver position in the order that Sno-White receives the Information Verification and Employment Interest Form expressing an interest in employment. All individual hired pursuant to this Agreement will be provided with retroactive seniority for purposes of benefits. If you have any questions you may call [NAME] at Sno-White at [PHONE NUMBER], or OFCCP Compliance Officer [REDACTED] at (720) 264-[REDACTED]. You may also reach OFCCP toll-free at: 1-855-680-0971 or through email at: ofccp-swarm-info@dol.gov. Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS SHOWN ABOVE, ON OR BEFORE [120 CALENDAR DAYS FROM THE EFFECTIVE DATE OF THE CA]. YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Sincerely,

(NAME)

Enclosures

Information Verification and Employment Interest Form
Release of Claims Under Executive Order 11246

**ATTACHMENT 11
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 Sno-White Linen & Uniform Rental ("Sno-White") 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 _____

E-mail: _____

Notify Sno-White 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 gender:

Male Female

Please indicate below whether you are currently interested in a Route Driver position with Sno-White. 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 a position at this time.

Yes, I am still interested in a position with Sno-White as a Route Driver.

No, I am not currently interested in a position with Sno-White as Route Driver.

IF YOU FAIL TO COMPLETE AND RETURN THIS DOCUMENT TO THE ADDRESS BELOW ON OR BEFORE [120 CALENDAR DAYS FROM THE EFFECTIVE DATE OF THE CA], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

[NAME]
[ADDRESS]

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

Signature

Date

ATTACHMENT 12
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 Sno-White Linen & Uniform Rental ("Sno-White") paying you money, you agree that you will not file any lawsuit against Sno-White for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants in Route Driver positions. It also says that Sno-White 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 \$____ (less deductions required by law) by Sno-White to me, which I agree is acceptable, I _____ agree to the following:
print name

I.

I hereby waive, release and forever discharge Sno-White, 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 as a Route Driver on the basis of my gender at any time through the effective date of this Release.

II.

I understand that Sno-White denies that it treated me unlawfully or unfairly in any way and that Sno-White 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 November 18, 2013. I further agree that the payment of the aforesaid sum by Sno-White to me is not to be construed as an admission of any liability by Sno-White.

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 Sno-White on or before [120 calendar days from the Effective Date of the CA], I will not be entitled to receive any payment (less deductions required by law) from Sno-White.

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

Signature