

CONCILIATION AGREEMENT

Between

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

and

STARWOOD HOTELS & RESORTS WORLDWIDE, LLC
(formerly known as Starwood Hotels & Resorts Worldwide, Inc.) ("Starwood")
1 STAR POINT
STAMFORD, CT 06902-8911

PART I: PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated St. Regis Monarch Beach Resort & Spa's (hereinafter, "the Resort") facility formerly located at 1 Monarch Beach Resort, Dana Point, California 92689¹, and found that the Resort was not in compliance with Executive Order 11246, as amended, and its implementing regulations at 41 CFR Sections 60-1 and 60-2. OFCCP notified Starwood (which operated the Resort through a subsidiary) of the specific violations found and the corrective actions required in a Notice of Violations dated May 25, 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 Starwood enter into this Conciliation Agreement and agree to all the terms stated below.

PART II: GENERAL TERMS AND CONDITIONS

1. In exchange for Starwood's fulfillment of all obligations in Parts III and IV of the Conciliation Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce this Conciliation Agreement itself, or to correct and obtain relief for the violations described in Part III if Starwood violates this Conciliation Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Starwood 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. Starwood will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.

¹ This location ceased operating under the St. Regis brand name on May 30th, 2016, and Starwood ceased managing the facility at that same time.

3. Starwood understands that nothing in this Agreement relieves Starwood 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. Starwood 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. Section 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 and 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 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 Starwood submits the final progress report required in Part IV below, unless OFCCP notifies Starwood in writing prior to the expiration date that Starwood has not fulfilled all of its obligations under this Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines that Starwood has met all of its obligations under this Agreement.
10. If Starwood violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. Section 60-1.34 will govern:
 - 1) If OFCCP believes that Starwood violated any term of this Agreement while it was in effect, OFCCP will send Starwood a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) Starwood will have fifteen (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 the affected employees, former employees, or applicants.
 - 3) If Starwood 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. Starwood may be subject to the sanctions set forth in Section 209 of Executive Order 11246, and/or other appropriate relief for violation of this Agreement.

11. This Agreement does not constitute an admission by Starwood or its predecessors, related entities, subsidiaries, or partner organizations of any violation of Executive Order 11246, or other laws, nor has there been an adjudicated finding that Starwood violated any laws.

PART III: SPECIFIC VIOLATIONS AND REMEDIES

I. HIRING DISCRIMINATION

- A. **Statement of Violation:** During the period of September 12, 2011 to September 11, 2013, OFCCP concluded that the Resort discriminated against 16 Caucasian applicants based on their race, during its selection process for hiring in its 9B Service Workers/Guest Services job group, in violation of 41 CFR § 60-1.4(a)(1).
- B. **OFCCP Specific Finding:** Specifically, the Resort hired a total of (b) (7)(E) employees for positions in its 9B Service Worker/Guest Services job group. Examination of the (b) (7)(E) hires according to race revealed that (b) (7)(E) out of (b) (7)(E) Hispanics were hired, (b) (7)(E) out of (b) (7)(E) Asians were hired, and (b) (7)(E) out of (b) (7)(E) Caucasians were hired.² This produced an indicator of adverse impact (IRA) at (b) (7)(E) a statistically significant Standard Deviation of (b) (7)(E) and a Shortfall of eight (8) Caucasian hires.

However, OFCCP conducted an additional position-specific statistical analysis of the Resort's hiring practices based on two position groupings that OFCCP defined (identified herein as 'Group A' and 'Group B'). 'Group A' was comprised of the Room Attendant, House Attendant, Turndown Attendant, and Housekeeping Supervisor positions. 'Group B' was comprised of the Concierge (Resort Ambassador), Valet, and Hospitality Attendant, Butler positions. This additional statistical analysis revealed no indicator of adverse impact or statistical significance in hiring against Caucasians in the 'Group B' positions. However, the analysis did reveal adverse impact and statistical significance in hiring against Caucasians in the 'Group A' positions.

Of (b) (7)(E) overall 9B Service Worker/Guest Services hires, (b) (7)(E) occurred in Group B positions. Examination of these (b) (7)(E) hires according to race revealed that (b) (7)(E) out of (b) (7)(E) Hispanics were hired, (b) (7)(E) out of (b) (7)(E) Asians were hired, and (b) (7)(E) out of (b) (7)(E) Caucasians were hired. This produced an indicator of adverse impact at (b) (7)(E) a statistically significant Standard Deviation of (b) (7)(E) and a Shortfall of four (4) Caucasian employees who, but for discrimination, would have been expected to be hired in the 'Group A' positions.

The evidence shows that Caucasians were hired for 'Group A' positions in the Resort's 9B Service Worker/Guest Services job group in statistically significant lower numbers than their similarly situated Hispanic and Asian counterparts. The Resort's selection process resulted in fewer Caucasian applicants having been hired for 'Group A' positions than would be expected given their availability in the applicant pool. OFCCP concluded this is a violation of 41 CFR § 60-1.4(a)(1).

² (b) (7)(E) additional hire occurred in the '2+ Race' category, bringing the total number of hires to (b) (7)(E). Results of the above referenced statistical analysis were produced with (b) (7)(E) included.

- C. **Remedy for Affected Party:** In order to facilitate resolution of the above referenced violation, Starwood must agree to provide "make-whole relief" to each of the 16 identified Caucasian applicant who were not hired into the Resort's 'Group B' positions.

The "make-whole relief" shall include back pay plus quarterly compounded interest at the IRS underpayment rate in effect during each relevant quarter.³ The make-whole relief, consisting of back pay and interest, shall be for a total financial settlement amount of \$50,746.00 (comprised of \$52,989.07 in backpay and \$6,757.83 in interest) less appropriate taxes and withholding. The make-whole relief amount shall be divided equally amongst each identified victim of discrimination (i.e., each Class Member identified in Attachment D).

2. **PLACEMENT DISCRIMINATION**

- A. **Statement of Violation:** During the period of September 12, 2011 to September 11, 2013, OFCCP concluded that the Resort discriminated against seven (7) Hispanics in its 9B Service Worker/Guest Services job group by placing them in the less desirable positions within the job group due to their ethnicity, in violation of 41 CFR § 60-1.4(a)(1).
- B. **OFCCP Specific Finding:** Specifically, while Hispanic employees were hired into the Resort's 9B-Service Worker/Guest Services job group in sufficient numbers overall (as compared to their similarly situated Caucasian counterparts), they were placed in the 'Group A' positions, and denied equal opportunity for employment (placement) in the 'Group B' positions, at a statistically significant level. The Resort's Hispanic employees were consistently placed in the 'Group A' positions of Room Attendant, House Attendant, Turndown Attendant, and Housekeeping Supervisor (positions which are less visible to the public and could potentially offer less opportunity for upward mobility and advancement). Conversely, the Resort's Caucasian employees were consistently placed in the 'Group B' positions of Concierge, Resort Ambassador, Valet, and Hospitality Attendant, Butler (positions which are more visible to the public and could potentially offer greater opportunity for upward mobility and advancement).

During the period of September 12, 2011 to September 11, 2013, the Resort had a total of (b) (7)(E) placement opportunities (i.e., hires, promotions, transfers) in its 9B Service Worker/Guest Services job group. (b) (7)(E) of the placements were Caucasian, (b) (7)(E) were Hispanic, and (b) (7)(E) were Asian.

Of (b) (7)(E) Caucasian placements, (b) (7)(E) occurred in 'Group B' positions. Of (b) (7)(E) Hispanic placements, (b) (7)(E) occurred in 'Group B' positions. Of (b) (7)(E) Asian placements, (b) (7)(E) occurred in 'Group B' positions. This produced an indicator of adverse impact (IRA) at (b) (7)(E) a Standard Deviation of (b) (7)(E) and a Shortfall of seven (7) Hispanic employees who, OFCCP concluded, but for discrimination, would have been expected to be placed in the 'Group A' positions.

³ As outlined in footnote 1, the Resort, which was the focus of this investigation, ceased business operations as of May 30, 2016. Accordingly, additional elements of "make-whole relief" (i.e., Shortfall/Employee Placement, Retroactive Seniority, Benefits Distribution) normally included as part of an OFCCP Conciliation Agreement, have been excluded (for the express reason stated above). OFCCP's election to exclude these additional elements of "make-whole relief" is limited to this Agreement only. OFCCP's decision in this matter does not set any precedent or convey any implied expectation that a similar exclusion would be agreed to as part of any other OFCCP Conciliation Agreement.

The Resort's written selection criteria list the ability to communicate effectively in English as a requirement for employment in its 9B Guest Services job group positions. The Resort verbally reiterated this policy during discussions with OFCCP when it stated that the ability to speak English was an important component for employment and potential advancement opportunities (especially in 'Group A' positions requiring interaction with the public). Despite contending that the ability to speak English was a necessary qualification for its 9B Service Work/Guest Services job group positions, the Resort consistently hired Hispanic employees who lacked the ability to communicate proficiently in English, then relegated them to 'Group B' positions where fewer advancement opportunities existed. After hiring these limited English-speaking Hispanic employees, the Resort failed to provide them with any meaningful training to improve their English speaking ability in order to provide them with an equal opportunity to advance throughout all aspects of its workforce.

Accordingly, OFCCP concluded that the Resort administered its placement process in a way that resulted in Hispanic employees in its 9B Service Worker job group being denied an equal opportunity to obtain 'Group B' positions.

- C. **Remedy for Affected Party:** In order to facilitate resolution of the above referenced violation, Starwood must agree to provide "make-whole relief" to the seven (7) Hispanic employees who were not placed into Group B positions.

The "make-whole relief" shall include back pay plus quarterly compounded interest at the IRS underpayment rate in effect during each relevant quarter.⁴ The make-whole relief, consisting of back pay and interest, shall be for a total financial settlement amount of \$24,365.48 (comprised of \$20,974.80 in backpay and \$3,390.68 in interest) less appropriate taxes and withholding. The make-whole relief amount shall be divided equally amongst each identified victim of discrimination (i.e., each Class Member identified in Attachment D).

3. RESOLUTION

In order to resolve the Violations listed in Paragraphs 1(A-B) and 2(A-B), above, Starwood must agree to the following:

- A. **Notification of Affected Party:** Within thirty (30) calendar days after the effective date of this Agreement, Starwood agrees to send a 'Notification Letter (Attachment A)' via certified United States Postal Service (USPS) mail, Return Receipt Requested (hereinafter USPS Form 3811), to each Class Member to notify them of this Conciliation Agreement. Enclosed with the Notification Letter will be an 'Address, Social Security, and Payment Method Verification Form (hereafter "Verification Form" or "Attachment B")' requesting verification of the Class Member's current address, telephone number, social security number, and the method by which settlement funds shall

⁴ As outlined in footnote 1, the Resort, which was the focus of this investigation, ceased business operations as of May 30, 2016. Accordingly, additional elements of "make-whole relief" (e.g., Shortfall/Employee Placement, Retroactive Seniority, Benefits Distribution) normally included as part of an OFCCP Conciliation Agreement, have been excluded (for the express reason stated above). OFCCP's election to exclude these additional elements of "make-whole relief" is limited to this Agreement only. OFCCP's decision in this matter does not set any precedent or convey any implied expectation that a similar exclusion would be agreed to as part of any other OFCCP Conciliation Agreement.

be received. Also enclosed with the Notification Letter will be a 'Release of Claims Form (Attachment C)' and W-4 and W-9 tax forms. The Class Member shall use the Verification Form (Attachment B) to indicate the preferred method of delivery for the financial settlement amount. The Class Member shall return the completed Verification Form and Release of Claims Form, the W-4 and W-9 tax forms within thirty (30) calendar days of the postmark date of the Notification Letter.

Within ten (10) calendar days after the above referenced thirty (30) calendar day response period expires, Starwood shall notify OFCCP of all Class Members who have not received or responded to the Notification Letter within the allotted thirty (30) calendar day period. Upon such notification, OFCCP will have an additional fifteen (15) calendar days from receipt of notice from Starwood to locate each identified Class Member and to provide updated contact information to Starwood for that Class Member. OFCCP will use its best efforts to contact each Class Member, including contacting the Class Member's last known physical address, telephone number, and email address, in an attempt to ascertain the Class Member's current mailing address.

Within ten (10) calendar days of receiving from OFCCP the previously non-locatable Class Member's updated mailing address, Starwood will send to the newly located Class Member's address a second Notification Letter (Attachment A) containing Attachments B and C. The Class Member will have thirty (30) calendar days after the postmark of the second Notification Letter to respond by returning the completed Verification Form and Release of Claims Form. If, after the second attempt at location the Class Member is unable to be located, or if the Class member fails to return a completed Verification Form and Claims Form after expiration of the second notification period, the Class Member will not be eligible for the financial settlement amount outlined in Paragraph (b) this Agreement.

- B. **Financial Settlement Distribution:** The cumulative financial settlement amount referenced in this Section is derived from, and comprised of, the total financial settlement amounts referenced in Paragraphs 1C (\$59,746.90) and 2C (\$24,365.48), above. Distribution of said amount shall be made only to those Class Members who successfully returned their completed Verification and Claims forms (Attachments B and C) within the allotted timeframe.

Starwood shall distribute to each Class Member his or her individual portion of the cumulative financial settlement amount of \$84,112.38 (less appropriate withholding). Starwood shall make said distribution within forty-five (45) calendar days after receipt of the completed Class Member forms referenced to as Attachments B and C in Paragraph 3(A), above. Starwood shall utilize one of the following methods to affect delivery of the settlement funds:

1. **Special Courier:** Starwood shall engage the services of a 'Special Courier' (e.g., FedEx, UPS, USPS) to deliver the settlement funds to the Class Member at a previously designated location (e.g., the residence of the Class Member). The funds are to be delivered to, received by, and signed for by the Class Member only. The Class Member shall be required to provide a clear and legible signature indicating his or her verification and receipt of the settlement check amount.
2. **Direct Deposit/Wire Transfer:** Starwood shall deliver the settlement funds via direct deposit or wire transfer into a bank account or other financial repository previously designated by the Class Member. The Class Member shall provide the appropriate bank account, routing, and

other relevant information for this purpose.

Payment to each Class Member shall be made in a lump sum, less any appropriate employment withholding deductions. As appropriate, Starwood will send each Class Member an Internal Revenue Service Form W-2 Wage and Tax Statement with respect to any amounts required to be reported on such forms, and a Form 1099 for any amounts required to be reported in such a manner.

Acceptance of said payment by the Class Member shall constitute a full and final settlement of any and all financial claims related to these Violations.

PART IV: REPORTING

In order for the OFCCP to monitor compliance with this Agreement, Starwood agrees to submit two Progress Reports to the U.S. Department of Labor, OFCCP, Orange Area Office, 770 The City Drive, Suite 5700, Orange California 92868-4955.

REPORT DUE DATE

REPORTING PERIOD

Report 1: 190 days from Effective Date of Agreement (EDA)

EDA through 180 days after EDA

Report 2: 250 days from Effective Date of Agreement (EDA)*

EDA through 240 days after EDA*

PROGRESS REPORT #1

For its 1st Progress Report, Starwood agrees to provide the following:

Pursuant to Violations #1 and #2:

1. Documentary evidence indicative of each Class Member's receipt of the Financial Settlement (check) delivered by Starwood, as required by Part III, Paragraph 1(C), Paragraph 2(C), and Paragraph 3(A)(1-2), of this Agreement.
2. Within twenty-five (25) days following issuance of the Financial Settlement check to each qualified Class Member identified in this Agreement, Starwood will submit 'acceptable documentary evidence' to OFCCP to substantiate that each such Class Member has received his or her portion of the Financial Settlement. Acceptable documentary evidence shall be in the form of:
 - (1) A copy of a cancelled check signed by the Class Member; or
 - (2) A receipt signed by the Class Member which serves to verify the Class Member's receipt of the Financial Settlement check.

PROGRESS REPORT #2

For its 2nd Progress Report, Starwood agrees to provide the following (if applicable)*:

Pursuant to Violations #1 and #2:

1. For any remaining qualified Class Member not accounted for during the 1st Progress Reporting period (i.e., one for whom proof of payment was not yet obtained), provide documentary evidence (e.g., copy of cancelled check; receipt signed by Class Member) confirming that Class Member's receipt of the Financial Settlement check as required under terms of this Agreement.

***NOTE:** If all Class Members are accounted for (i.e., confirmed to have received their Financial Settlement check) during the 1st Progress Reporting period, the 2nd Progress Report shall not be required.

PART V: SIGNATURES

This Conciliation Agreement is hereby executed by and between the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP) and Starwood Hotels & Resorts, LLC, 1 Star Point, Stamford, CT 06902-8911.

Date: 9-29-17

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

Jamie Balanoff
Vice President and Senior Counsel
Starwood Hotels & Resorts Worldwide, LLC
1 Star Point
Stamford, CT 06902

Date: 09/29/2017

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

Senior Compliance Officer
Office of Federal Contract Compliance Programs
Orange Area Office

Date: 9/29/17

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

Hector M. Sanchez
Area Director
Office of Federal Contract Compliance Programs
Orange Area Office

Date: 10/10/2017

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

Juneita Wipper
Regional Director
Office of Federal Contract Compliance Programs
Pacific Region

NOTIFICATION LETTER (Attachment A)

Via Hand Delivery (and/or)
Certified Mail, Return Receipt Requested

DATE

Mr./Ms.

Dear Mr./Ms.:

Starwood Hotels and Resorts Worldwide, LLC ("Starwood") (former operator of the former St. Regis Monarch Beach Resort & Spa, formerly located at 1 Monarch Beach Resort, Dana Point, California 92869) and the Department of Labor's Office of Federal Contract Compliance Programs (hereinafter "OFCCP") have entered into a Conciliation Agreement (CA) to resolve alleged violations of certain federal labor laws which were discovered during an OFCCP compliance evaluation.

As part of this Conciliation Agreement, you are eligible to receive a monetary distribution in the amount of \$X,XXX.XX, less lawful payroll deductions. In order to be eligible for this distribution, you must execute and return the following enclosed documents: (1) Address and Social Security Verification Form, (2) Release of Claims Form (hereafter the 'Attachments'), within fifteen (15) calendar days of the hand delivered receipt or, if mailed, the postmark of this letter to:

Contractor Contact Person/Title
Company/Firm Name
Address
City/State/Zip
Phone Number
Email Address

If you fail to return any of the required documentation within the specified timeframe, you will be ineligible for the monetary relief provided for by this Conciliation Agreement.

By entering into this Conciliation Agreement, Starwood (on behalf of the former facility referenced above) has not admitted, nor has there been any adjudicated finding that St. Regis violated any laws related to the OFCCP evaluation. Starwood Hotels and Resorts Worldwide, LLC has entered into this Conciliation Agreement for its convenience and to resolve this matter without further legal proceeding.

If you have any questions concerning how to return the Attachments, please call XXXX of XXXX at (XXX) XXX-XXXX. If you have any questions concerning the reason why you've received this Notification, please call (b) (7)(C), (b) (7)(E) Compliance Officer at OFCCP. Your call will be returned as soon as possible.

Sincerely,

CONTRACTOR SIGNATURE,
CONTRACTOR TITLE

Enclosures: Address Verification Form (Attachment B);
Release of Claims Form (Attachment C);

Attachment B
Address, Social Security, and Payment Method Verification Form

You must complete this form in order to be eligible for any monetary distribution under the terms of the Conciliation Agreement (CA) between Starwood Hotels and Resorts Worldwide, LLC (hereinafter "Starwood") and the U.S. Department of Labor's Office of Federal Contract Compliance Programs (hereinafter "OFCCP"). Please print legibly, except for the signature.

CURRENT NAME, ADDRESS, AND TELEPHONE NO.:

Name: _____

Address: _____

Telephone Number: _____

Please notify Starwood's legal representative at the address below if your address changes within the next ninety (90) days or prior to completion of the Settlement Payment process.

MY PREFERRED METHOD OF PAYMENT OF SETTLEMENT FUNDS IS VIA:

- Check (To Be Personally Delivered via Courier to the Address Listed Above):
- Check (To Be 'Direct Deposited' into the checking/savings account of the designated financial institution):

Name of Bank/Financial Institution: _____

Routing Number: _____ Account Number: _____

SOCIAL SECURITY NUMBER (required for tax purposes only):

____-____-____

You must return this form to Starwood's designated legal representative, postmarked within fifteen (15) calendar days of the hand delivery receipt date or USPS (...FedEx, UPS, etc.) postmarked date of the envelope containing this notice. The completed form should be returned to:

Contractor Contact Person
Contact Person Title
Company/Firm Name
Address
City/State/Zip
Phone Number
Email Address

"I (Print Your Name Here) _____, certify the above as true and correct."

Class Member (Signature)

Date Signed

Attachment C

RELEASE OF CLAIMS

This Release of Claim under Executive Order 11246 ("Release") is a legal document. The document states that in return for Starwood Hotels and Resorts Worldwide, LLC ("Starwood"), paying you money, you agree that you will not file any lawsuit against Starwood, or its predecessors, related entities, subsidiaries, or partner organizations for allegedly violating Executive Order 11246, during its hiring and/or placement of identified 'Protected Class Members' in positions within its Service Workers job group. It also says that Starwood does not admit it or its predecessors, related entities, subsidiaries, or partner organizations violated any laws. This Release says you have had sufficient time to look at the document, talk to others about the document, including an attorney if you so choose, and that no one pressured you into signing this 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 monetary payment of \$X,XXX.XX(less any deductions required by law) by Starwood to me, which I agree is acceptable, and also in consideration of the Conciliation Agreement between Starwood and the Office of Federal Contract Compliance Programs (hereinafter "OFCCP"), I agree to the following:

I.

I hereby waive, release and forever discharge Starwood its predecessors, related entities, subsidiaries, and partner organizations, and its and their 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 initial hiring and/or placement, or in my rate of compensation related to same, based on my race or ethnicity, at any time prior to the effective date of this Release.

II.

I understand that Starwood denies that it or its' predecessors, related entities, subsidiaries, and partner organizations, treated me unlawfully or unfairly in any way and that Starwood 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 inequities in hiring, placement, and/or compensation and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on September 11, 2013. I further agree that the payment of the aforesaid sum by Starwood to me is not to be construed as an admission of any liability by Starwood or its predecessors, related entities, subsidiaries, and partner organizations.

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 Starwood legal representative, **postmarked within fifteen (15) calendar days from the postmarked date on the envelope in which I received this Release**, I will not be entitled to receive the payment (less deductions required by law) from Starwood.

IN WITNESS WHEREOF, I am signing this document of my own free will.

Name of Class Member (please print)

Signature of Class Member

Date

**ATTACHMENT D
HIRING VIOLATION - CLASS MEMBERS**

APPLICANT NAME

1	(b) (7)(C), (b) (6)
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15	
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**ATTACHMENT E
PLACEMENT VIOLATION - CLASS MEMBERS**

EMPLOYEE NAME

1	(b) (7)(C), (b) (6)
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3	
4	
5	
6	
7	