

CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

MVM, INC.
9000 Rockville Pike
Bethesda, MD 20892

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated MVM, Inc.’s facility located at 9000 Rockville Pike, Bethesda, Maryland 20892 (hereinafter “MVM”) and found that MVM was not in compliance with the Executive Order 11246, as amended (“E.O. 11246”), Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (“Section 503”), and their implementing regulations at 41 C.F.R. Sections 60-1 and/or 60-741. OFCCP notified MVM of the specific violations found and the corrective actions required in a Notice of Violations and in three Notifications of Results of Investigation issued on December 7, 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 MVM enter this contract (“Conciliation Agreement” or “Agreement”) and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for MVM’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 and/or Section 503 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 MVM violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. MVM 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. MVM will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.

3. MVM understands that nothing in this Agreement relieves MVM of its obligation to fully comply with the requirements of E.O. 11246, Section 503, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 ("VEVRAA"), their implementing regulations, and other applicable equal employment laws.
4. MVM 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 on the day it is signed by the Regional Director of the Mid-Atlantic 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 MVM submits the final progress report required in Part IV, below, unless OFCCP notifies MVM in writing prior to the expiration date that MVM has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines MVM has met all of its obligations under the Agreement.
10. If MVM violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that MVM violated any term of the Agreement while it was in effect, OFCCP will send MVM a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) MVM 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 MVM 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. MVM may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. § 60-741.66, and/or other appropriate relief for violation of this Agreement.
11. This Agreement does not constitute an admission by MVM of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that MVM violated any laws.

PART III. SPECIFIC ALLEGED VIOLATIONS AND REMEDIES

1. ALLEGED VIOLATION: At least as of August 1, 2013, MVM failed to ensure and maintain a working environment free of harassment, intimidation, threats and coercion, in violation of 41 C.F.R. § 60-1.4(a)(1), 41 C.F.R. § 60-1.32, and 41 C.F.R. 60-741.69. Specifically, from August 1, 2013 to July 31, 2015, there were multiple incidents of harassment against MVM employees, which were directed at employees on the basis of their national origin (African), sex (female), and disability status. These employees were regularly threatened with termination by supervisors, and some of them were terminated for complaining about this unlawful treatment. MVM management also failed to address complaints from employees who alleged national origin, gender, and disability harassment.

REMEDY: MVM will take action to ensure and maintain a work environment free of harassment, intimidation, threats and coercion. Specifically, MVM will implement the following:

- A. MVM will in no way retaliate, harass, intimidate, threaten, coerce, or discriminate against any individual because the individual has engaged in or may engage in any activity in furtherance of his or her rights under Executive Order 11246 and Section 503 of the Rehabilitation Act of 1973.
- B. MVM will ensure that hereinafter all Project Managers, Assistant Project Managers, Captains and Majors located at the NIH Worksite under MVM's control do not engage in harassment, intimidation, threats, coercion, discrimination, or other retaliatory behaviors made unlawful under Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, and the implementing regulations at 41 C.F.R. Chapter 60.
- C. MVM will notify all employees located at the NIH Worksite in writing of MVM's non-tolerance of retaliation for filing a complaint; opposing any act or practice made unlawful under Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, or any other federal, state, or local law requiring equal employment opportunity; or exercising any other right protected by Executive Order 11246 or Section 503 of the Rehabilitation Act of 1973.

- D. MVM will ensure that all Project Managers, Assistant Project Managers, Captains and Majors located at the NIH worksite under MVM's control receive training regarding compliance with 41 C.F.R. § 60-1.4(a)(1).
 - E. MVM will monitor its personnel activity for any actions that may violate 41 C.F.R. § 60-1.4(a)(1), take corrective action to eliminate any such actions, and ensure that they do not recur.
 - F. MVM's zero-tolerance policy will be put in writing and must list the name, job title, and telephone number of the MVM official who is responsible and accountable for the company's compliance with EEO and affirmative action obligations and include a detailed description of the process for employees to make complaints concerning allegations of harassment, intimidation, retaliation, and coercion based on race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or protected veteran status. Additionally, MVM will distribute such policy to all of its employees at the NIH Worksite and post and display the policy in a prominent place at the NIH Worksite. The posters must be no smaller in size than 8½ by 11 inches.
 - G. MVM will conduct at least two hours of annual training for each MVM manager and supervisor working at the NIH worksite under MVM's control. The training must include at least MVM's newly established corporate-wide zero-tolerance policy prohibiting harassment, intimidation, threats, retaliation, and coercion against employees. The training will be completed within 90 days of reaching agreement with OFCCP.
 - H. MVM will include in all of its employment policies the name, job title, and telephone number of the MVM official who is responsible and accountable for the Company's EEO and affirmative action obligations and a detailed description of the process for employees to make complaints concerning allegations of harassment, intimidation, or coercion based on race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or protected veteran status.
2. ALLEGED VIOLATION: At least as of August 1, 2013, MVM discriminated against African-born Security Guard employees on the basis of their national origin when it involuntarily terminated them in violation of 41 C.F.R. § 60-1.4(a)(1). Specifically, from August 1, 2013 to July 31, 2015, MVM disregarded its own personnel policies, including its progressive disciplinary process, so that it could terminate African-born Security Guards on the basis of their national origin, including when these employees raised concerns with MVM management about unequal treatment and a hostile working environment.

REMEDY: MVM will examine, monitor and modify its termination and discipline procedures as necessary and ensure that disciplinary measures are applied uniformly and that termination decisions for Security Guard positions are made in a non-discriminatory manner. In addition, MVM agrees to take the following actions:

- A. Notice: Within 15 calendar days of the Effective Date of this Agreement, MVM must notify the former African-born employees shown on Attachment A of the terms of this Agreement by mailing by first class mail to each individual in the affected class the

Notice, Claim Form, Release of Claims Under Executive Order 11246, and a postage paid return envelope. MVM will notify OFCCP of all letters returned as undeliverable. In addition, within 10 days after expiration of the response deadline set out in the Claim Form, MVM will provide OFCCP with a list of the individuals in the affected class who have not yet responded to the Notice and/or have not returned a signed Claim Form. OFCCP will then attempt to obtain and provide updated addresses to MVM within 10 days of receiving the list from MVM. MVM agrees to mail by certified mail, return receipt requested, a second Notice, Claim Form, Release of Claims Under Executive Order 11246, and a postage paid return envelope to all individuals for whom updated addresses were obtained within 10 days of receiving the updated addresses.

- B. Eligibility: All members of the affected class (listed on Attachment A) who complete, sign, and return the Claim Form and Release of Claims Under Executive Order 11246 within 30 days of the postmarked date on the envelope containing the first or second Notice and Claim Form (“Eligible Class Members”) will receive the share of the monetary settlement stated in Attachment A to this Agreement and, if indicating an interest in employment, will be eligible to be considered for a job pursuant to this Agreement. If an individual receives, but does not return the Claim Form to MVM within 30 days of the postmarked date on the envelope containing the first or second Notice and Claim Form, he or she will no longer be entitled to a payment or consideration for a job under this Agreement.

Within 10 days of the latest response deadline set out in the Claim Form, MVM will provide OFCCP with a list of the Eligible Class Members (individuals who returned the Claim Form by the deadline). Within 10 days after receiving the list, OFCCP will approve the final list of Eligible Class Members or discuss with MVM any issues necessary to finalize the list, such as inclusion or exclusion of certain individuals.

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

- C. Monetary Settlement: MVM agrees to distribute \$250,000.00 (\$234,419.15 in back pay and \$15,580.85 in interest), less legal deductions required by law from back pay only (such as federal, state and/or local taxes and the Eligible Class Members’ share of FICA taxes), to the Eligible Class Members in the amounts identified in Attachment. MVM will pay the Internal Revenue Services (“IRS”) the employer’s share of social security withholdings and will mail each Eligible Class Member an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. These IRS Forms will be mailed at the end of the year. MVM will disburse the monetary settlement within 15 calendar days after OFCCP approves the final list of Eligible Class Members.

Within fifteen (15) calendar days of MVM’s receipt of a check to an Eligible Class Member returned as undeliverable, MVM will notify OFCCP of this fact via email sent to Tom Wells, at (b) (5), (b) (7)(C) [@dol.gov](mailto:tom.wells@dol.gov). OFCCP will attempt to locate the Eligible Class Member, and if OFCCP obtains an alternate address, MVM will re-mail the check within

fifteen (15) calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible Class Member will be void.

- D. Employment: MVM will provide each Class Member the opportunity to obtain the appropriate security clearance to become eligible to work under MVM's contract with NIH. It is understood that security clearances are issued by NIH and subject to NIH standards and requirements. Then, as Security Guard positions become available for which Eligible Class Members possess the appropriate security clearance, and are otherwise qualified for such positions as dictated by NIH and the contract requirements, MVM will rehire qualified Eligible Class Members who express interest in employment with MVM until all Eligible Class Members are hired as Security Guards or the list of such Eligible Class Members expressing interest in employment is exhausted, whichever comes first. Any employment offer made to an Eligible Class Member by MVM will be sent by certified mail, return receipt requested.

Eligible Class Members will be allowed at least two weeks to report for work after receiving a written job offer from MVM. The Eligible Class Members rehired into Security Guard positions pursuant to this agreement must be paid the current wage rate for the Security Guard position per the collective bargaining agreement, and they must be provided with the same benefits and opportunities as other Security Guard employees at NIH.

- E. Personnel Files: MVM will remove any reference to termination for cause from the personnel files of the Class Members and all other African-born security guards identified in Attachment B who were involuntarily terminated between August 1, 2013 and July 31, 2015. Specifically, their termination status change forms will be revised to indicate that their official reason for leaving MVM was because they resigned voluntarily. If contacted by another employer for a reference check for an African-born security guard who was terminated between August 1, 2013 and July 31, 2015, MVM will inform them that the former employee resigned voluntarily. Additionally, MVM will remove from the personnel files of the Class Members and all other African-born security guards identified in Attachment B who were involuntarily terminated between August 1, 2013 and July 31, 2015, any reference to the discipline which led to termination for cause from the personnel files of the Class Members. MVM may, however, retain these references to the terminations for cause and the related discipline outside of the employees' personnel files, rather than destroy them, for required use in any defensive legal action that may arise.

- F. Revised Progressive Discipline and Involuntary Termination Process.

- 1) Termination Procedures: As of September 20, 2017, MVM implemented revised processes and procedures to ensure that MVM is in compliance with OFCCP regulations concerning termination and selection procedures, including 41 C.F.R. Part 60-3.

- 2) Review and Revision Required: MVM will revise, in writing, the practices, policies, and procedures it uses to progressively discipline and involuntarily terminate Security Guards (“Revised Progressive Discipline and Termination Process”), unless otherwise covered by an applicable collective bargaining agreement. Specifically, MVM will:
 - a) Clearly specify which actions constitute infractions and identify the appropriate disciplinary measures for each of those actions ;and
 - b) Ensure all policies are uniformly applied to all employees.
 - 3) Recordkeeping and Retention: MVM will write and implement procedures to ensure that disciplined and involuntarily terminated employees are tracked, and disciplinary and involuntary termination decisions are documented, at each step in the progressive discipline and termination processes. MVM will write and implement procedures to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3.
 - 4) Training: Within 90 calendar days of the Effective Date of this Agreement, MVM will train all Project Managers, Assistant Project Managers, Captains, Majors, and Human Resources personnel involved in any way in evaluating, disciplining or terminating Security Guards at the NIH worksite under MVM’s control on the Revised Progressive Discipline and Termination Process. The training will include instruction in: the proper implementation of the progressive discipline and termination procedures; neutral application of the disciplinary measures administered for particular infractions and the criteria that will be used at each step in the progressive discipline and involuntary termination processes; the procedures to be used to document the decisions made at each step in the progressive discipline and termination processes; and the procedures to be used to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3. MVM will also meet with management and all individuals responsible for supervising Security Guards and review its equal employment opportunity obligations and nondiscrimination policies related to progressive discipline and involuntary termination. Specific attention will be paid to ensure that former and current African-born employees are not retaliated against.
3. ALLEGED VIOLATION: During the period August 1, 2013 through July 31, 2014, MVM failed to preserve all personnel or employment records for a period of not less than two years from the date of the making of the record or personnel action involved, whichever occurred later, in violation of 41 C.F.R. § 60-1.12. Specifically, MVM failed to preserve records pertaining to progressive discipline, terminations, and internal EEO complaints.

REMEDY: MVM will preserve all personnel or employment records for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later, as required by 41 C.F.R. § 60-1.12.

PART IV. REPORTS REQUIRED

MVM must submit the documents and reports described below to:

U.S. Department of Labor
Office of Federal Contract Compliance Programs
Attention: Tom G. Wells, District Director
Two Hopkins Plaza, Suite 600
Baltimore, MD 21201

MVM must submit three (3) progress reports covering the period this Agreement is in effect. The first progress report will be due on or before January 15, 2019, and must cover the period from the date the Agreement is signed through December 31, 2018. MVM will submit the following in the first progress report.

1. Copies of the returned Claim and Release of Claims forms for each Eligible Class Member.
2. Documentation of the monetary payments to all Eligible Class Members: The documentation must include the names of Eligible Class Members who were paid, and, for each Eligible Class Member, the number and the amount of the check and the date the check cleared the bank. MVM must provide OFCCP with copies of all canceled checks upon request;
3. Documentation for any Eligible Class Members who were rehired as Security Guards in accordance with this Agreement, including name, date of rehire, job title hired into, and rate of pay;
4. Evidence that MVM has removed from the personnel files of the Class Members and all other African-born security guards who were involuntarily terminated between August 1, 2013 and July 31, 2015, as identified in Attachments A and B, any reference to their termination for cause;
5. Information on termination activity for the Security Guard position during the reporting period, including a termination log to include employee name, gender, race and ethnicity (including whether African-born), job title, date of termination, and reason for termination; and, for any involuntarily terminated African-born employee, documentation to support the reason for termination;
6. A copy of MVM's Revised Progressive Discipline and Termination Process;
7. Documentation of the training provided to MVM personnel on MVM's Revised Progressive Discipline and Termination Process and its EEO obligations, as specified above in Part III, Remedy 1.E.4.;
8. Information on any internal complaints filed with and investigated by MVM relating to discrimination against African-born Security Guards, including actions taken by MVM to correct identified violations.

The second report will be due on or before April 15, 2019, and must cover the period from January 1, 2019 through March 31, 2019. The third progress report will be due on or before August 15, 2019, and must cover the period from April 1, 2019 through July 31, 2019. MVM will submit the following with the second and third progress reports.

1. Documentation for any Eligible Class Members who were rehired as Security Guards in accordance with this Agreement, including name, date of rehire, job title hired into, and rate of pay;
2. Information on termination activity for the Security Guard position during the reporting period, including a termination log to include employee name, gender, race and ethnicity (including whether African-born), job title, date of termination, and reason for termination; and, for any involuntarily terminated African-born employee, documentation to support the reason for termination; and
3. Information on any internal complaints filed with and investigated by MVM relating to discrimination against African-born Security Guards, including actions taken by MVM to correct identified alleged violations.

MVM will retain all records and data pertinent to the violations resolved by this Agreement and used to prepare required reports until this Agreement expires, or as long as required by OFCCP's regulations, whichever date occurs later.

PART V. SIGNATURES

This Conciliation Agreement is hereby executed by and between the OFCCP and MVM, Inc., 44620 Guilford Drive, Suite 150, Ashburn, Virginia 20147-6063.

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

KEVIN MARQUEZ
President & Chief Executive Officer
MVM, Inc.

Date: 9-26-2018

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

MICHELE HODGE
Regional Director
OFCCP/Mid-Atlantic Region

Date: 9-27-2018

Attachment A
Affected Class Members

Class Member	Back Pay	Interest	Total
(b) (6), (b) (7)(C)			

Attachment B
Other Terminated African-born Employees

(b) (6), (b) (7)(C)			
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You may benefit from a recent legal settlement with the U.S. Department of Labor.

We are writing to provide information about a legal settlement between the U.S. Department of Labor and MVM, Inc. that may benefit you. This settlement involves claims of discrimination in termination, and our records show that you may be one of the employees or former employees covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and other benefits.

ARE YOU AFFECTED?

Certain employees from Africa who worked as a Security Guard for MVM, Inc. between August 1, 2013 and July 31, 2015 are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted a review of MVM's termination practices during August 1, 2013 through July 31, 2015. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity through affirmative action requirements that apply to federal contractors. OFCCP issued a Notice of Violation and Notice of Results of Investigations alleging that MVM discriminated against certain African-born employees in the Security Guard position during August 1, 2013 through July 31, 2015. MVM denied those claims. Ultimately, OFCCP and MVM agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the actions the contractor must take to remedy the problems described in the Notice of Violation and Notice of Results of Investigations issued by OFCCP.

As a result, MVM has agreed to pay back wages and make job offers to certain individuals. It is not guaranteed that you will receive a job offer.

WHAT DOES THIS MEAN FOR YOU?

You may be eligible to receive a payment of \$xxxx (before taxes). This amount payment represents your likely share of back wages and other payments MVM is making in accordance with the Conciliation Agreement. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions. You may also be eligible to receive a job offer from MVM.

To get these benefits, you will need to release or agree to give up certain legal claims, and sign the enclosed Claim and Release forms.

WHAT IS YOUR NEXT STEP?

You should read this Notice, the Claim and Release forms, and any other information you received from the U.S. Department of Labor Ms. Lisa Johnson at MVM.

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

To be eligible for a payment and a job offer, you must complete, sign, and return the two enclosed forms: (1) the Claim Form and (2) the "Release of Claims Under Executive Order 11246" form by November 15, 2018. Send your completed and signed forms to:

Ms. Lisa Johnson
Human Resources Director
MVM, Inc.
44620 Guilford Drive, Suite 150
Ashburn, Virginia 20147
Phone: (571) 223-4500
Email: JohnsonLisa@mvminc.com

The forms must be post-marked or delivered by November 15, 2018.

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

If you fail to return both of the required forms by the deadline, or if your forms do not verify your eligibility, you will not be eligible to receive any money or any other benefits from the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact [*insert contact name and phone/email*]. You can also visit the U.S. Department of Labor Web site about this case at www.dol.gov/ofccp/cml.

Claim Form – Affected Employees- Termination

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

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

DEADLINE TO RESPOND IS NOVEMBER 15, 2018

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

To receive benefits (such as money or a job offer), you must complete and return this Claim Form and the enclosed Release Form. Both must be postmarked or delivered on or before November 15, 2018, to:

Ms. Lisa Johnson
Human Resources Director
MVM, Inc.
44620 Guilford Drive, Suite 150
Ashburn, Virginia 20147
Phone: (571) 223-4500
Email: JohnsonLisa@mvminc.com

If you do not submit a completed Claim Form and Release Form on or before November 15, 2018, then your claim will not be on time and **you will not receive any money from this settlement and you cannot be considered for a job offer from this settlement.**

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

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

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

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

Step 1: Please provide the following contact information to process your payment (please PRINT legibly).

First Name: _____ Last Name _____

Any other names you have used: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

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

Address: _____

Please verify [or provide] the last four digits of your social security number _____

The last four digits of your Social Security Number are required in order to process your payment for tax purposes. Your Social Security Number will not be used for any other purpose.

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

Ms. Lisa Johnson
Human Resources Director
MVM, Inc.
44620 Guilford Drive, Suite 150
Ashburn, Virginia 20147
Phone: (571) 223-4500
Email: JohnsonLisa@mvminc.com

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

- Yes, I am still interested in Security Guard positions with MVM, Inc.
- No, I am not currently interested in Security Guard positions with MVM, Inc.

Step 3: Sign and return along with the Release Form

I certify the above as true and correct.

Signature

Date

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

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

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for MVM, Inc. ("MVM") providing you with money and a potential job offer, you agree that you will not file any lawsuit against MVM for allegedly violating Executive Order 11246 in connection with [insert information about the allegations.]. It also says that MVM 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 and a potential job offer.

In consideration of the payment of \$xxxxxx (less deductions required by law) and a potential job offer for a Security Guard position by MVM to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge MVM, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to the termination of African-born employees during the period of August 1, 2013 through July 31, 2015.

II.

I understand that MVM denies that it treated me unlawfully or unfairly in any way and that MVM 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 and a potential job offer described above to resolve without further legal proceedings all issues related to OFCCP's compliance evaluation of MVM initiated on October 1, 2014. I further agree that the payment of the aforesaid sum and a potential job offer by MVM to me is not to be construed as an admission of any liability by MVM.

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.

I understand that if I do not sign this Release and return it to Ms. Lisa Johnson at MVM, Inc. such that it is received by November 15, 2018, I will not be entitled to receive any payment (less deductions required by law) and a potential job offer for a Security Guard position.

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

Signature: _____ Date: _____

Printed Name: _____