

CONCILIATION AGREEMENT

Between

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

and

ACCUWEATHER, INC.
385 Science Park Road
State College, Pennsylvania 16803

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") initiated a complaint investigation of AccuWeather, Inc.'s ("AccuWeather") facility located at 385 Science Park Road, State College, Pennsylvania and found that AccuWeather was not in compliance with Executive Order 11246, as amended ("E.O. 11246"), and its implementing regulations at 41 C.F.R. Parts 60-1 and 60-20. OFCCP notified AccuWeather of the specific, alleged violations found in a Notification of Results of Investigation issued on January 26, 2018. In the interest of resolving the alleged violations amicably and without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and AccuWeather 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 AccuWeather's fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246 based on the 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 AccuWeather violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. AccuWeather 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. AccuWeather will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. AccuWeather understands that nothing in this Agreement relieves AccuWeather of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 ("Section 503"), the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 ("VEVRAA"), their implementing regulations, and other applicable equal employment laws.

4. AccuWeather 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 AccuWeather submits the final progress report required in Part IV, below, unless OFCCP notifies AccuWeather in writing prior to the expiration date that AccuWeather has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines AccuWeather has met all of its obligations under the Agreement.
10. If AccuWeather violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that AccuWeather violated any term of the Agreement while it was in effect, OFCCP will send AccuWeather a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) AccuWeather 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 AccuWeather 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. AccuWeather may be subject to the sanctions set forth in Section 209 of the Executive Order and/or other appropriate relief for violation of this Agreement.

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

PART III. SPECIFIC ALLEGED VIOLATION AND REMEDIES

VIOLATION: OFCCP found AccuWeather discriminated against female employees by subjecting them to sexual harassment and a hostile work environment. OFCCP further found that AccuWeather did not exercise reasonable care to prevent and correct such conduct as required by 41 C.F.R. §§ 60-1.4, 60-20.2, and 60-20.8 (2016).

This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with the creation of this settlement will constitute evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative enforcement or interpretation proceedings of this Agreement.

REMEDY: In the interest of resolving the specific, alleged violations without engaging in further legal proceedings, to rapidly address the concerns of OFCCP, and for the purpose of this Agreement, AccuWeather agrees to take the following actions:

1. **Notice:** For the purpose of this Agreement only, AccuWeather will agree with OFCCP's selection of an affected set of Class Members as certain former employees identified on Attachment A (the "Class Members") and B to this Agreement.

Within thirty (30) calendar days of the Effective Date of this Agreement, AccuWeather will notify the Class Members of the terms of this Agreement by mailing by first class mail to each individual in the affected class the Notice to Affected Class; Claim Form; Release of Claims under Executive Order 11246; and a postage paid return envelope. AccuWeather will notify OFCCP of all letters returned as undeliverable on a weekly basis. In addition, within fifteen (15) days after expiration of the response deadline set out in the Claim Form, AccuWeather will provide OFCCP with a list of the Class Members who have not responded to the Notice to Affected Applicants and/or have not returned a signed Claim Form. OFCCP will then attempt to obtain and provide updated addresses to AccuWeather within fifteen (15) days of receiving the list from AccuWeather. AccuWeather agrees to mail by certified mail, return receipt requested, a second Notice to Affected Class, Claim Form, Release of Claims under Executive Order 11246, and a postage paid return envelope to all individuals in the affected class for whom updated addresses were obtained within fifteen (15) days of receiving the updated addresses.

The individuals listed on Attachment B have already received a payment from AccuWeather. AccuWeather does not need to provide further notice of this Agreement to these individuals.

2. **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 forty-five (45) days of the postmarked date on the envelope containing the first or second Notice to Affected Class and Claim Form ("Eligible Class Members") will receive a share of the monetary settlement pursuant to this Agreement. If a member of the affected class

receives but does not return the Claim Form to AccuWeather within forty-five (45) days of the postmarked date on the envelope containing the first or second Notice to Affected Class and Claim Form, she will no longer be entitled to a payment under this Agreement.

Within fifteen (15) days of the latest response deadline set out in the Claim Form, AccuWeather will provide OFCCP with a list of the Eligible Class Members (individuals who returned the Claim Form by the deadline). Within fifteen (15) days after receiving the list, OFCCP will approve the final list of Eligible Class Members or discuss with AccuWeather any issues necessary to finalize the list, such as inclusion or exclusion of certain individuals.

3. Agreed Monetary Settlement: AccuWeather agrees to distribute \$290,000, less legal pay deductions required by law in equal shares among all Eligible Class Members. The Eligible Class Members listed on Attachment B have already received a payment from AccuWeather; no further payment is necessary. AccuWeather will file the necessary forms with the Internal Revenue Service ("IRS"). AccuWeather will disburse the monetary settlement within thirty (30) calendar days after OFCCP approves the final list of Eligible Class Members.

Within fifteen (15) calendar days of AccuWeather's receipt of a check to an Eligible Class Member returned as undeliverable, AccuWeather will notify OFCCP of this fact via email sent to (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C)@dol.gov. OFCCP will attempt to locate the Eligible Class Member, and if OFCCP obtains an alternate address, AccuWeather 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. With respect to any uncashed funds, AccuWeather will make a second distribution to all Eligible Class Members who cashed their first check by mailing checks in equal amounts within fifteen (15) calendar days where the uncashed funds total more than \$25.00 per Eligible Class Member. In the event that uncashed funds total less than \$25.00 per Eligible Class Member, AccuWeather will place the money in a fund dedicated to employee training and outreach.

4. Workplace Environment: AccuWeather agrees to do the following things and take the following actions to address issues raised by OFCCP and fulfill its corporate mission to ensure sensitivity and concern among its staff and to maintain an appropriate and safe workplace environment free of such concerns:
 - A. Maintain a working environment free from harassment and intimidation at all sites and facilities at which AccuWeather's employees are assigned to work.
 - B. Prominently display in its facilities the name, telephone number, and email address of the official to contact to report and/or secure relief from such inappropriate conduct.
 - C. AccuWeather, on its own initiative, during the spring of 2018 notified all employees of AccuWeather's policies on non-tolerance of harassment, intimidation, coercion, retaliation, and discrimination in any form based on race, color, religion, sex, sexual orientation, gender identity, national origin, disability, veteran status, or engagement in any of the activities described in 41 C.F.R. § 60-1.32 and provided assurances that

AccuWeather will not retaliate against any employee for making a harassment claim. In addition, AccuWeather conducted an engagement survey and anti-harassment and Diversity and Inclusion training for its Board of Directors.

- D. Distribute to all employees a written notice summarizing AccuWeather's commitment to equal employment opportunity and affirmative action and provide employees with information describing how to raise any issues, concerns, or complaints. The written notices shall be provided to incumbent employees within 45 days of the Effective Date of this Agreement.
 - E. Continually monitor its work environment for the presence of any forms of harassment, intimidation, or coercion. This includes but is not limited to conducting an annual employee engagement survey for each of the next two years.
 - F. Improve and implement policies and practices to ensure diverse applicant pools for management positions.
 - G. Document the monitoring of its work environment for the presence of any forms of unlawful harassment or retaliation.
5. Company Policy and Procedure: AccuWeather agrees to do the following things and take the following actions to address issues raised by OFCCP and fulfill its corporate mission to ensure sensitivity and concern among its staff and to maintain an appropriate and safe workplace environment free of such concerns:
- A. Create and implement a Human Resources Committee to oversee the company's processes and policies as they relate to anti-harassment, anti-retaliation, complaint handling, and all other Equal Opportunity and Affirmative Action requirements.
 - B. AccuWeather, on its own initiative, during the spring of 2018, as part of its revised handbook, created and implemented a written policy designed to prevent unlawful harassment, retaliation, and discrimination at its facilities. AccuWeather will develop new processes to ensure that complaints of unlawful harassment and discrimination are effectively investigated and remedied.
 - C. Contract with a third party to create and implement an internal complaint policy designed to encourage reporting of unlawful behavior.
 - D. Utilize a third party to receive and investigate complaints of harassment, intimidation, threats, retaliation, and coercion against employees throughout 2018. This third party will have the ability, free from involvement by AccuWeather management, to process and investigate complaints and may not be supervised by any officer, partner, owner, director, manager, supervisor, or employee of AccuWeather. Upon the completion of any such investigation, as part of AccuWeather's retention agreement with the third party, the third party will provide AccuWeather's management, as well as any employee who has made a complaint, a copy of its findings and recommendations for further action, if any. AccuWeather will bear all costs associated with the selection and retention of the third party and the performance of its duties.

- E. Create and maintain a written anti-retaliation policy and provide practical guidance on the employer's expectations with user-friendly examples of what to do and not to do. As long as AccuWeather remains a federal contractor subject to E.O. 11246, AccuWeather will annually prepare and update an Affirmative Action Plan (AAP) for its facility and to retain all supporting documentation as required by E.O. 11246 and its implementing regulations.
6. Training: AccuWeather agrees to take the following actions to address issues raised by OFCCP and fulfill its corporate mission to ensure sensitivity and concern among its staff and to maintain an appropriate and safe workplace environment free of such concerns:
- A. Provide mandatory in-person training in equal employment opportunity principles and in the identification and prevention of unlawful harassment based on race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status, to AccuWeather's supervisory managers and supervisors, including any employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions and separately to AccuWeather's other employees in 2018 and 2019. This training will include but is not limited to providing information on how to raise issues or concerns and to file complaints. The training will be included as part of new employee orientation.
 - B. Provide informational training on its policies on equal employment opportunity rights and responsibilities, including the legal prohibitions against discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status or any other protected category to all incumbent AccuWeather employees and to all new AccuWeather employees within 60 days of their hire.
 - C. Ensure all employees responsible for receiving, handling, and investigating internal complaints are trained in AccuWeather's new complaint policies and procedures.
 - D. Maintain and produce to OFCCP upon request sign-in sheets containing the printed name, signature, and job title of all employees who attend the in person trainings described above.

PART IV. REPORTS REQUIRED

AccuWeather must submit progress reports as described below to:

U.S. Department of Labor
Office of Federal Contract Compliance Programs
Attention: (b) (6), (b) (7)(C)
170 South Independence Mall West, Suite 650 South
Philadelphia, PA 19106

The first progress report shall be due September 30, 2018 and will include:

1. Evidence that AccuWeather notified all employees of AccuWeather's non-tolerance of harassment, intimidation, coercion and discrimination in any form based on race, color,

religion, sex, sexual orientation, gender identity, national origin, disability, veteran status, or engagement in any of the activities described in 41 C.F.R. § 60-1.32., and will provide assurances that AccuWeather will not retaliate against any employee for making a harassment claim;

2. A photograph of the name, telephone number, and email address of the official to contact to report and/or secure relief from any unlawful harassment, prominently displayed;
3. A copy of the written notice summarizing AccuWeather's commitment to equal employment opportunity and affirmative action and information describing how to raise any issues, concerns, or complaints;
4. A copy of its revised handbook and, if not included therein, its policy or policies preventing harassment, intimidation, coercion, retaliation, and discrimination at AccuWeather facilities;
5. A report on AccuWeather's monitoring of its work environment for the presence of any forms of unlawful harassment and retaliation and, where warranted, AccuWeather's corrective action to include date(s) of the action;
6. The name and contact information of the third party that will create and implement AccuWeather's complaint policy, procedures, and practices for the purpose of receiving and investigating all complaints of harassment, intimidation, threats, retaliation, or coercion against employees. Additionally, AccuWeather will provide documentation of the costs spent to date to retain the third party.

The second progress report shall be due January 1, 2019 and will include:

1. Documentation of the monetary payment to all Eligible Class Members as specified herein. 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. AccuWeather must provide OFCCP with copies of all canceled checks upon request;
2. An outline of the training provided to managers and employees in accordance with the training provisions of this Agreement, including the names and job titles of the persons conducting the training and attending the training
3. A report on AccuWeather's monitoring of its work environment for the presence of any forms of harassment, intimidation, or coercion and, where warranted, AccuWeather's corrective action to include date(s) of the action;
4. A report detailing the results of AccuWeather's employee engagement survey;
5. Copies of all complaints made since the execution of this Agreement alleging harassment, intimidation, threats, retaliation, or coercion with either AccuWeather or the third party and all documentation of all actions taken by AccuWeather or the third party following such complaints.

AccuWeather 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 U.S. Department of Labor,
Office of Federal Contract Compliance Programs and AccuWeather, Inc., 385 Science Park
Road, State College, Pennsylvania

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

Joel M. Myers
President
AccuWeather, Inc.

DATE: 6-18-18

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

Michele Hodge
Regional Director
OFCCP Mid-Atlantic Region

DATE: 6-19-18

**ATTACHMENT A
CLASS MEMBERS**

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

ATTACHMENT B

1	(b) (6), (b) (7)(C)	
2		
3		
4		

If you were previously employed by AccuWeather, Inc. and separated between January 1, 2014 and December 21, 2017, you may benefit from a recent legal agreement AccuWeather, Inc. made with the U.S. Department of Labor

We are writing to provide information about a legal agreement between the U.S. Department of Labor and AccuWeather, Inc. that may benefit you. This agreement involved a claim of unlawful harassment, and our records show that you are one of the former employees covered by this agreement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted a complaint investigation at AccuWeather's State College, Pennsylvania facility. 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 *Notification of Results of Investigation* alleging that AccuWeather discriminated against female employees on the basis of their sex by subjecting them to sexual harassment and a hostile work environment. AccuWeather denied those claims. Ultimately, OFCCP and AccuWeather 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 Notification of Results of Investigation issued by OFCCP.

WHAT DOES THIS MEAN FOR YOU?

You may be eligible to receive a payment of at least \$7,250 (before taxes). This amount represents your likely share of the payment AccuWeather is making to settle the issues raised by the OFCCP. The final amount you will receive will be reduced by legal deductions for items such as income tax withholding and Social Security contributions.

To get these benefits, you will need to release or agree to give up certain legal claims, which you may or may not have, 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 [or the Settlement Administrator, Administrator Name].

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

To be eligible for a payment, 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 X date]. Send your completed and signed forms to:

[Name and address for return of both forms or instructions / email address for electronic submission]

The forms must be post-marked or delivered by [insert actual date].

You may receive some or all of these benefits only if these forms confirm that you are one of the individuals covered by this 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 (b) (6), (b) (7)(C) at (215) 861- (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C)@dol.gov. You can also visit the U.S. Department of Labor Web site about this case at www.dol.gov/ofccp/cml.

Case #: I00201572

Claim Form – Affected Employees

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

INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR MONEY (BACK WAGES)

DEADLINE TO RESPOND IS XX DAY, XX MONTH, XXXX YEAR

You may be eligible for a money payment from the settlement.

To receive benefits (such as money), you must complete and return this Claim Form and the enclosed Release Form. Both must be postmarked or delivered on or before *[Deadline above]*, to:

[Name and Address]

If you do not submit a completed Claim Form and Release Form on or before *[Deadline above]*, then your claim will not be on time and **you will not receive any benefits from this settlement.**

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

This Claim Form will only be used to confirm important information we need in order to make sure you are eligible to receive money under this settlement and process your payment.

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.

Case #: I00201572

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 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.

Name

Address

Phone

Email/website link

Step 2: 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/OR 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 AccuWeather, Inc. ("Contractor") providing you with money, you agree that you will not file any lawsuit against Contractor for allegedly violating Executive Order 11246 by subjecting its employees to sexual harassment and a hostile work environment. It also says that Contractor does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of the payment of at least \$ 7,250.00 (less deductions required by law) by Contractor to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Contractor, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to any conduct of a harassing nature during the period of January 1, 2014 through March 1, 2018.

II.

I understand that Contractor denies that it treated me unlawfully or unfairly in any way and that Contractor entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment described above to resolve without further legal proceedings all issues related to OFCCP's investigation of Contractor initiated on October 25, 2016, I further agree that the payment of the aforesaid sum by Contractor to me is not to be construed as an admission of any liability by Contractor.

III.

I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors and seek legal advice. I further declare that I have decided of my own free will to sign this Release.

I understand that if I do not sign this Release and return it to *[insert OFCCP contact/Settlement Agent contact]* such that it is received by [DATE], I will not be entitled to receive any payment (less deductions required by law).

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

Signature: _____

Date: _____

Printed Name: _____