

ATTORNEY GENERAL OF THE STATE OF NEW YORK
CIVIL RIGHTS BUREAU

AOD No. 09-010

In the Matter of the Investigation by ANDREW M. CUOMO,
Attorney General of the State of New York,
of GUARDSMARK, LLC

ASSURANCE OF
DISCONTINUANCE
PURSUANT TO
EXECUTIVE LAW §63(15)

WHEREAS, pursuant to the provisions of Section 63(12) of the New York Executive Law, Andrew M. Cuomo, Attorney General of the State of New York, has conducted an investigation into the policies, procedures, and practices of Guardsmark, LLC (“Guardsmark”), regarding allegations of discrimination and unlawful application and employment practices;

WHEREAS Guardsmark is a company engaged, inter alia, in the business of providing security officers to businesses, government agencies and other organizations throughout the United States through approximately 155 branch offices, including six branches in New York State;

WHEREAS Guardsmark is the fifth largest security company in the United States and employs approximately 17,500 employees nationwide, with approximately 1000 employees in the State of New York;

WHEREAS the Attorney General received complaints that Guardsmark’s employment application and application process contain unlawful questions and seek information that, inter alia, could be used to discriminate against applicants because of disability, workers’ compensation history or criminal record history;

WHEREAS New York State law prohibits discrimination in employment on grounds including but not limited to disability, workers’ compensation history, and criminal record history;

WHEREAS New York State Executive Law §63(12) prohibits repeated or persistent fraudulent or illegal acts in the transaction of business;

WHEREAS, the parties herein desire to obviate further investigation or potential litigation, and it is expressly understood, with respect to the investigation of the Office of the Attorney General (“OAG”), that this is a compromise settlement entered into solely for the purposes of avoiding the expense and inconvenience of further investigation and in lieu of commencing a judicial proceeding pursuant to Executive Law §63(12);

IT NOW APPEARING THAT Guardsmark desires to settle and resolve the investigation without admitting or denying the OAG’s findings, the OAG and Guardsmark, in consideration of the covenants and understandings set forth herein and intending to be legally bound thereby, hereby enter into this Assurance of Discontinuance pursuant to Executive Law §63(15) and agree as follows:

PART ONE: DEFINITIONS

- 1.1 “And” and “or” shall be construed conjunctively or disjunctively as necessary to make the meaning inclusive rather than exclusive.
- 1.2 “Applicant” means any person applying or considered for employment as a security officer by Guardsmark within the State of New York.
- 1.3 “Assignment” means a job opening with a specific location, shift, and salary.
- 1.4 “Assurance” means this Assurance of Discontinuance.
- 1.5 “Concerning” means relating to, referring to, describing, evidencing, regarding, reflecting or constituting.
- 1.6 “Conditional employee” means an applicant to whom Guardsmark has made a conditional offer of employment.

- 1.7 “Conditional offer” means a bona fide conditional offer of employment extended to an applicant for a security officer position within the State of New York, such that Guardsmark is obligated to hire such person contingent only upon the subsequent occurrence, or satisfaction by the applicant, of the conditions set forth in the paragraphs of this Assurance applying to a conditional offer, which shall only be provided by Guardsmark based upon a reasonable expectation of the conditional employee’s placement in an assignment as soon as possible, normally within 10-14 days.
- 1.8 “Criminal record history” means all information relating to non-pending arrests and dispositions thereof.
- 1.9 “Convictions of crimes” means felony and misdemeanor convictions but not violations, traffic infractions, youthful offender adjudications, adjournments in contemplation of dismissals, dismissals, or sealed convictions.
- 1.10 “Decisions” means all decisions made about and actions taken with respect to applicants for employment as security officers by Guardsmark within the State of New York and conditional employees and security officers employed by Guardsmark within the State of New York, including consideration and selection of applicants for hiring; making conditional offers of employment; assignments; evaluations for assignment, including medical, psychological and polygraph examinations; and obtaining and using information about applicants, conditional employees and employees.
- 1.11 “Disqualify” and “disqualification” means a determination by Guardsmark that the applicant or conditional employee cannot work as a security officer, with or without a reasonable accommodation.

- 1.12 “EEO Officer” means an employee of Guardsmark responsible for ensuring Guardsmark’s compliance with state and federal anti-discrimination laws.
- 1.13 “Effective Date” means the date this Assurance is executed by the parties hereto.
- 1.14 “Employee” means any person performing work for and compensated by Guardsmark as a security officer within the State of New York, and other Guardsmark employees exercising managerial or supervisory authority, or making employment decisions, with respect to New York applicants, conditional employees and employees.
- 1.15 “Employment documents” means all documents used and maintained by Guardsmark with respect to applicants for employment as security officers by Guardsmark within the State of New York and conditional employees and security officers employed by Guardsmark within the State of New York, including (a) human resources manuals and rules and personnel files; (b) documents concerning decisions about and actions taken with respect to such applicants, conditional employees and employees; (c) documents containing information upon which employment decisions are made with respect to such applicants, conditional employees and employees; (d) application forms, including the New York Application and Employment Standards “short, pink” form, Official New York Employee Personnel Record and Employment Agreement “long” form, and related or similar documents; and (e) documents that contain information derived from the forms referenced in (d) above.
- 1.16 “Guardsmark” means Guardsmark, LLC and all of its owners, executives, officers, directors, managers, representatives, employees and all individuals who act on their behalf.
- 1.17 “Including” means without limitation.

- 1.18 “Medical history” means all information relating to a conditional employee’s physical, mental, psychological, medical or disability history, condition or status, including the results of a personality test, such as the Minnesota Multiphasic Personality Inventory-2 (“MMPI-2”) test.
- 1.19 “Policies” means employment policies, practices and procedures, both formal and informal, with respect to employment decisions and actions about applicants, conditional employees and employees.
- 1.20 “Workers’ compensation history” means any workers’ compensation claim, benefit or award.
- 1.21 The use of the singular form of any word includes the plural and vice versa.

PART TWO: INVESTIGATION AND FINDINGS

- 2.1 The OAG received complaints alleging that Guardsmark discriminates against persons applying for security officer positions on the bases of disability, workers’ compensation history and criminal record history, among other grounds.
- 2.2 In response, the OAG conducted an investigation of the complaints by interviewing witnesses; reviewing documents, including those produced by Guardsmark pursuant to subpoena, that showed pertinent policies, procedures and practices of Guardsmark; and analyzing employment and other relevant data regarding Guardsmark’s application and employment practices.
- 2.3 The OAG’s investigation concerned whether Guardsmark illegally inquired into and considered several factors in evaluating applicants, including but not limited to disability, workers’ compensation history and criminal record history.

- 2.4 During the investigation, the Attorney General learned that Guardsmark, as a part of its employment process, required an applicant to identify whether an applicant has ever been arrested and whether an applicant has ever filed a workers' compensation claim, and has instructed managers to consider an applicants' "peculiar accent." Further, Guardsmark requested information on more than 150 medical conditions or treatments without first providing a conditional offer to an applicant.
- 2.5 The investigation also addressed whether Guardsmark required applicants to execute a "Property Damage Reimbursement Agreement," which, if enforced, allowed Guardsmark to deduct from an employee's wages the cost of any lost or stolen property discovered during the employee's work hours in violation of New York Labor Law §193, which states that "[n]o employer shall make any deduction from the wages of an employee," except under limited circumstances not applicable here.
- 2.6 Based on its investigation, the OAG found credible evidence sufficient to sustain the allegations that Guardsmark's employment policies and procedures, both facially and if applied in employment decisions, would violate New York Executive Law §§296(1), (15) and (16); New York Correction Law §752; New York Labor Law §193; New York Workers' Compensation Law §125; New York City Administrative Code §8-107(1); the Americans With Disabilities Act, 42 U.S.C. §§12112(a) and (d); and Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e-2(a).

PART THREE: COMPLIANCE WITH THE LAW

- 3.1 Guardsmark agrees to comply fully with the obligations, terms, and conditions of New York Executive Law §§296(1), (15) and (16); New York Correction Law §752; New York Labor Law §193; New York Workers' Compensation Law §125; New York City

Administrative Code §8-107(1); the Americans With Disabilities Act, 42 U.S.C. §§12112(a) and (d); and Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e-2(a).

PART FOUR: ANTI-DISCRIMINATION POLICIES AND PROCEDURES

4.1 Within thirty (30) days from the Effective Date and in accordance with this Assurance, Guardsmark shall revise its employment policies and procedures as follows:

- a. Guardsmark shall eliminate from employment documents questions or inquiries regarding an applicant's or conditional employee's workers' compensation history, and shall not inquire about whether a medical condition is the result of an on-the-job accident or injury. Further, in making employment decisions, Guardsmark shall not consider workers' compensation history, and shall not ask any questions or seek any information from any source regarding an applicant's or conditional employee's workers' compensation history.
- b. Guardsmark shall eliminate from employment documents any agreements, including the Property Damage Reimbursement Agreement, that require or permit deductions from an employee's wages not permitted by New York Labor Law §193.
- c. Guardsmark shall revise its application and employment policies and procedures to delete any reference to "accent" but in such revision Guardsmark may require that each employee be able to speak so that such employee is able to be clearly understood by those persons reasonably expected to be present at the location to which the employee is assigned.
- d. Guardsmark shall not include in polygraph examination questions or inquiries any questions regarding an applicant's, conditional employee's or employee's medical

history, workers' compensation history, non-pending arrests and convictions that are not classified as convictions of crimes, provided, however, that Guardsmark is permitted to inquire whether an applicant, conditional employee, or employee has been convicted of a crime that is a felony or misdemeanor. Further, Guardsmark shall administer polygraph examinations in compliance with the Employee Polygraph Protection Act of 1988, 29 U.S.C. §2001 et seq., and regulations thereunder.

- e. Guardsmark shall not include in employment documents questions and inquiries regarding an applicant's, conditional employee's or employee's medical history, except as consistent with New York Executive Law §§296(1), New York City Administrative Code §8-107(1), and the Americans With Disabilities Act ("ADA"), 42 U.S.C. §§12112(a) and (d). In making employment decisions, Guardsmark shall not consider, ask any questions or seek any information from any source regarding an applicant's, conditional employee's or employee's medical history, except as provided:
 - (i) Guardsmark agrees to use its reasonable efforts to obtain information not protected by the ADA, including non-medical information obtained in reference check, background check, employment history, and permissible pre-offer questions about physical ability to perform job duties, prior to inquiring about medical history in order to determine whether to provide a conditional offer to the applicant.

- (ii) Guardsmark agrees that it will only inquire about medical history after a conditional offer is made. Guardsmark will make all reasonable efforts not to provide more conditional offers than necessary to promptly fill open assignments. Where Guardsmark does not have an assignment for non-disqualified and available conditional employees, it will make all reasonable efforts to assign those employees within 10-14 days of the conditional offer, and will offer an assignment to all non-disqualified and available conditional employees within 35 days of the conditional offer. All “reasonable efforts” include, but are not limited to, an offer of an assignment which terms and conditions the applicant had previously identified as hours, days, locations, or shifts the applicant could work or was not otherwise beyond the applicant’s capabilities.
- (iii) Guardsmark agrees that it will not use any personality test including the MMPI-2 for disqualification or promotional purposes. Should Guardsmark wish to rely on the results of a personality test to take any adverse action against a conditional employee, it will first have a licensed psychologist review the conditional employee’s application materials to determine whether the contemplated adverse action is appropriate.
- (iv) Guardsmark agrees that it shall not take any adverse employment action against the conditional employee due to the conditional

employee's physical condition if the conditional employee's physician indicates that the conditional employee is able to perform the essential functions of a security guard with or without a reasonable accommodation, and until Guardsmark's EEO Officer determines that taking the adverse action does not violate the ADA.

(v) Guardsmark shall evaluate the results of the inquiries and examinations described above in this paragraph 4.1e(i)-(iv), and make employment decisions based on such information, in a non-discriminatory manner so that any criteria used to screen out or reject a conditional employee from being hired or assigned, or used to determine an assignment, must be job-related and consistent with business necessity, and that performance of the essential job functions cannot be accomplished with reasonable accommodation.

(vi) To the extent that any physical or mental inquiries are made during the application process or in connection with employment decisions, these shall be kept confidential in accordance with the ADA.

f. Guardsmark will only include in its employment documents questions and inquiries regarding an applicant's, conditional employee's or employee's criminal record history which are consistent with New York Executive Law §§296(15) and

(16), New York Correction Law §§752-53, New York City Administrative Code §8-107(1), and in accordance with the following:

- (i) Guardsmark agrees that it will not inquire about an applicant's criminal record history except as permitted by the New York State Human Rights Law. Specifically, Guardsmark will eliminate questions about non-pending arrests and convictions that are not classified as convictions of crimes. Provided, however, that Guardsmark is not required to eliminate and is permitted to inquire whether an applicant, conditional employee or employee has been convicted of a crime that is a felony or misdemeanor.
- (ii) Guardsmark shall not gather or use information prohibited in 4.1f(i) above through other means, such as criminal or other background checks or investigations including interviews, credit checks or otherwise. Further, in making employment decisions, Guardsmark shall not consider, ask any questions or seek any information from any source regarding, an applicant's, conditional employee's or employee's criminal record history except for the information permitted in 4.1f(i) above.
- (iii) Where arrests or convictions are disclosed, Guardsmark shall ask the applicant, conditional employee or employee for evidence of rehabilitation including a certificate of relief from disabilities or of good conduct.

- (iv) Where arrests or convictions are disclosed, Guardsmark shall evaluate and consider the factors set forth in Correction Law §753, involving an employee responsible for ensuring Guardsmark's compliance with the New York State Human Rights Law and Correction Law. Further, Guardsmark shall make a record of the evaluation performed and reasons for the decision.
- (v) Guardsmark shall, upon request, notify rejected applicants or conditional employees of the evaluation made and reasons for rejection if they were not hired or placed in an assignment because of their criminal record history.

4.2 Guardsmark will develop and submit within (thirty) 30 days from the Effective Date, to the OAG for its comment and approval, which approval shall not be unreasonably withheld, specific procedures, including revision of its employment documents, to confirm that Guardsmark has implemented the policies referenced in Part Four of this Assurance. The policies shall clearly set forth the sequence of actions and decisions taken with respect to applicants, conditional offers, conditional employees and assignment of employees; the information and sources of information that may be obtained and considered at each step of the application, conditional offer, hiring and assignment procedures; and how, and by whom, such information may be considered and used in a non-discriminatory manner for decisions. Once approved, Guardsmark shall adhere to such policies and notify employees of such policies and shall not make substantive changes thereto during the duration of this Assurance without prior written approval by the OAG.

- 4.3 Within forty-five (45) days from the Effective Date, Guardsmark shall train all of its management officials and human resources specialists with responsibility for hiring security officers for Guardsmark within the State of New York, licensed psychologists and EEO Officials on the requirements of the policies described in Part Four of this Assurance and applicable law.
- 4.4 Within thirty (30) days of the Effective Date, Guardsmark agrees to post in each of its New York branch offices a copy of the notice attached hereto as Exhibit A in a place where the applicant completes the application materials, and to keep such notice posted for a period of three years. Guardsmark also will provide a copy of this Assurance to all of its management officials and human resources specialists with responsibility for hiring security officers for Guardsmark within the State of New York, and all licensed psychologists and EEO Officials in New York State and elsewhere who make decisions regarding New York applicants and employees.

PART FIVE: RECORD-KEEPING

- 5.1 For the purpose of record-keeping, reporting and monitoring, Guardsmark agrees to maintain separately but not consider for purposes of making employment decisions, the following records for the duration of this Assurance, with respect to its applicants, conditional employees and employees in New York State:
- a. Records sufficient to identify (i) applicants who did not receive conditional offers and (ii) conditional employees who were not hired and assigned to the position upon which the conditional offer was based because of criminal record history, and the specific reason therefor,

including the record of the evaluation performed in ¶¶4.1.f(iv) above and reasons for the decisions made.

- b. Records sufficient to identify conditional employees who were not assigned to a position because of medical history, including results of the MMPI-2 test, and the specific reason therefor, including the documentation of decisions in ¶4.1.e(ii-v) above.
- c. Records sufficient to identify all complaints of discrimination made in New York on the basis of race, national origin, sex, disability or criminal record history, as well as any related investigation or employment action taken as a result of the complaint.

PART SIX: REPORTING AND MONITORING

6.1 Within 180 days of the Effective Date and every six months thereafter for the duration of this Assurance, Guardsmark shall prepare and submit a report to the OAG, which shall include the following with respect to its applicants, conditional employees and employees within New York State:

- a. Applicants who did not receive conditional offers of employment because of criminal record history, and the specific reason therefor, including the documentation required in ¶¶4.1.g(iv) and (v) above.
- b. Conditional employees who were not assigned to a position because of medical history, including results of the MMPI-2 test, and the specific reason therefor, including the documentation of decisions required in ¶4.1.f(vii) above.
- c. Copies of every complaint and any supporting documentation received during the previous six months made in New York, alleging discrimination on the basis of

race, color, national origin, sex, disability or criminal record history, including (1) the date the complaint was received and the manner in which it was received; (2) the identification and contact information for the complainant at issue; (3) Guardsmark's case file of the complaint; and (4) any remedial action taken as a result of any investigation of the complaint.

- d. Copies of the acknowledgment form attached hereto as Exhibit B showing employees' attendance at any seminars and/or training sessions regarding illegal discrimination and the policies set forth in ¶4.1 above.
- e. Any changes made to Guardsmark's employment applications and procedures described in Part Four herein after sixty (60) days from the Effective Date for the duration of this Assurance.

6.2 Upon reasonable notice to Guardsmark, the OAG shall have access, at a reasonable time and place, to any documents Guardsmark is required to maintain under the terms of this Assurance, and any documents the OAG believes relate to compliance with this Assurance. This Assurance does not in any way impair or affect the right of the OAG to obtain documents from Guardsmark pursuant to subpoena.

PART SEVEN: MONETARY RELIEF

- 7.1 Guardsmark agrees to pay the sum of \$35,000 to cover a portion of the costs of the OAG's investigation and monitoring.
- 7.2 Guardsmark agrees to pay the sum of \$75,000 to the State of New York.
- 7.3 Payment shall be made within 30 days of the Effective Date in the form of a certified or bank check made out to the New York State Department of Law and forwarded to the Office of Attorney General, Civil Rights Bureau, 120 Broadway, New York, New York

10271, Attention: Alphonso David, Deputy Bureau Chief for Civil Rights. Any payments and all correspondence related to this Assurance must reference **AOD No. 09-010**.

**PART EIGHT: SCOPE OF THE ASSURANCE,
JURISDICTION AND ENFORCEMENT PROVISIONS**

- 8.1 This Assurance will expire 3 years after the Effective Date, except that the OAG may, in its sole discretion, extend the reporting period upon a good-faith determination that Guardsmark has not complied with this Assurance, which non-compliance the OAG will discuss and attempt to resolve with Guardsmark before making such determination.
- 8.2 The signatories to this Assurance warrant and represent that they are duly authorized to execute this Assurance and that they have the authority to take all appropriate action required or permitted to be taken pursuant to the Assurance to effectuate its terms.
- 8.3 The parties may seek to enforce this Assurance through administrative or judicial enforcement proceedings, including a civil action in federal or state court, as appropriate, seeking specific performance of the provisions of this Assurance. However, in the event of a dispute among the parties regarding any issue arising hereunder, the parties shall attempt in good faith to resolve the dispute before seeking administrative or judicial intervention. Pursuant to New York Executive Law §63(15), evidence of a violation of this Assurance will constitute prima facie proof of a violation of the applicable statutes in any civil action or proceeding hereafter commenced by the OAG.
- 8.4 The failure by the OAG to enforce this entire Assurance or any provision thereof with respect to any deadline or any other provision herein shall not be construed as a waiver of the OAG's right to enforce other deadlines and provisions of this Assurance.

- 8.5 If any provisions, terms, or clauses of this Assurance are declared illegal, unenforceable, or ineffective in a legal forum, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Assurance shall remain valid and binding on the parties.
- 8.6 This Assurance constitutes the entire agreement between Guardsmark and the OAG on the matters raised herein, and no other statement, promise or agreement, either written or oral, made by either party or agents of either party that is not contained in this Assurance shall be enforceable.
- 8.7 Nothing in this Assurance is intended to, nor shall, limit the OAG's investigatory or compliance review powers otherwise provided by law or this Assurance.
- 8.8 This Assurance may be executed in multiple counterparts, each of which shall be deemed a duplicate original.
- 8.9 This Assurance is final and binding on the parties including principals, agents, representatives, successors in interest, assigns, and legal representatives thereof. No assignment by any party hereto shall operate to relieve such party of its obligations herewith.
- 8.10 Upon execution by the parties to this Assurance, the Attorney General agrees to suspend, pursuant to Executive Law §63(15), this Investigation as and against Guardsmark solely with respect to its application and employment policies and procedures described herein.
- 8.11 Guardsmark shall not retaliate, intimidate, threaten, coerce, or discriminate against any person who has filed a complaint, assisted, cooperated, or participated in any manner in the investigation of the matter addressed in this Assurance. Guardsmark agrees not to take any action or to make or permit to be made any public statement denying, directly or

indirectly, any finding in this Assurance or creating the impression that this Assurance is without factual basis. Nothing in this paragraph affects Guardsmark's (a) testimonial obligations or (b) right to take legal or factual positions in defense of litigation or other legal proceedings to which the Attorney General is not a party.

- 8.12 All communications and notices regarding this Assurance shall be sent by first class mail and, if twenty-five (25) pages or less in length, by facsimile to:

Office of the Attorney General
Andrew Elmore, Assistant Attorney
General
Civil Rights Bureau
Office of the New York State
Attorney General
120 Broadway, 3rd Floor
New York, New York 10271
Tel. (212) 416-6280
Fax (212) 416-8074

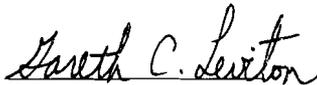
Guardsmark
Gary K. Harris
Boies, Schiller & Flexner LLP
121 S. Orange Avenue, Suite 840
Orlando, Florida 32801
Tel. (407) 245-8792
Fax (407) 425-7047

Gareth Leviton
Vice President & General Counsel,
Guardsmark, LLC
22 S. Second Street
Memphis, Tennessee 38103
Tel. (901) 522-6034
Fax (901) 522-7911
Attorneys for Guardsmark

IN WITNESS THEREOF, the undersigned subscribe their names:

Dated: New York, New York
January 16, 2009

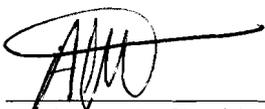
GUARDSMARK

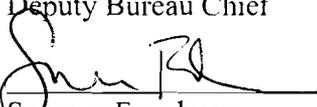
By: 
Gareth C. Leviton

CONSENTED TO:

Dated: New York, New York
~~January 12~~, 2009
February

ANDREW M. CUOMO
Attorney General of the State of New York

By: 
Alphonso B. David
Deputy Bureau Chief


Spencer Freedman
Counsel for Civil Rights

Andrew J. Elmore
Assistant Attorney General

Office of the New York State Attorney General
120 Broadway, 3rd Floor
New York, New York 10271
Tel. (212) 416-8250
Fax (212) 416-8074

EXHIBIT A

**NOTICE TO ALL APPLICANTS AND CONDITIONAL EMPLOYEES
OF GUARDSMARK**

This notice is posted and provided as part of an Assurance of Discontinuance entered into between the Office of the New York State Attorney General and Guardsmark, as the result of an investigation by the Attorney General of allegations of discrimination against applicants and conditional employees because of race, color, national origin, sex, disability and criminal record history.

Federal and State law prohibits employers from unlawfully discriminating against applicants, conditional employees and employees based on their race, color, national origin, sex, disability, and criminal record history. Guardsmark has agreed to comply with all laws prohibiting discrimination in the workplace and has revised its application forms and procedures to not obtain and use information that could unlawfully discriminate against applicants and conditional employees for the above reasons. Guardsmark will not take any retaliatory action against any person who asserts his or her rights under, or complains of violations of, these laws or its equal employment opportunity policy by filing a complaint with the Office of the Attorney General.

Should you have any complaint of discrimination, you may contact the:

Office of the New York State Attorney General
Civil Rights Bureau
120 Broadway
New York, New York 10271
Telephone: (212) 416-8250 or (800) 771-7755
Fax: (212) 416-8074
www.oag.state.ny.us

THIS IS AN OFFICIAL NOTICE

This is an Official Notice and must remain posted for three years from the date of posting and may not be altered, defaced or covered by any other material, until January __, 2012.

Signed:

Manager, Guardsmark

EXHIBIT B

ACKNOWLEDGMENT FORM

Guardsmark

On _____, 20__, I attended a training seminar with respect to my responsibilities under the New York Executive Law §§296(1), (15) and (16), New York Correction Law §§752-53, New York City Administrative Code §8-107(1), Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e-2(a), the Americans With Disabilities Act, 42 U.S.C. §§12112(a) and (d), New York Workers' Compensation Law §125, and New York Labor Law §193. I was also instructed as to the equal employment opportunity policy of Guardsmark, which prohibits discrimination on the basis of race, color, sex, disability and criminal record history. I have received copies of and have read Guardsmark's equal employment opportunity policy. I understand my legal responsibilities and will comply with those responsibilities.

I have been informed by my employer that I will not be retaliated against by my employer for providing information to any law enforcement agency (including the New York State Office of the Attorney General, Civil Rights Bureau, 120 Broadway, 3rd Floor, New York, NY 10271, telephone (800) 771-7755 or (212) 416-8250) or official regarding my employer's compliance with the above laws.

Print Name: _____

Signature: _____ Date: _____