

OFFICE OF THE ATTORNEY GENERAL
OF THE STATE OF NEW YORK
CIVIL RIGHTS BUREAU

IN THE MATTER OF THE INVESTIGATION OF
ANDREW M. CUOMO, ATTORNEY GENERAL OF
THE STATE OF NEW YORK,

AOD No. 09-148

OF

RADIOSHACK CORPORATION

ASSURANCE OF DISCONTINUANCE

In November 2008, the Office of Attorney General of the State of New York (“OAG”) began to investigate, pursuant to New York Executive Law § 63(12), certain employment practices of RadioShack Corporation (“RadioShack”). Specifically, the OAG investigated whether RadioShack unlawfully rejected the employment applications and withdrew conditional offers of employment of persons based on real or perceived criminal record histories (1) that could not be lawfully considered for employment purposes; and (2) that RadioShack improperly determined were directly related to the job duties or created an unreasonable risk to persons or property without considering a number of factors required by New York Correction Law §§ 752-53, in violation of New York Executive Law §§ 296(15) and (16) and New York City Administrative Code § 8-107(10).

This Assurance of Discontinuance (“Assurance”) contains the OAG’s Findings in connection with its investigation of RadioShack and the relief agreed to by the OAG and RadioShack (“the parties”).

DEFINITIONS

1. As used throughout this Assurance of Discontinuance, the terms set forth below shall mean as follows:
 - a. “Applicant” means any person applying or considered for employment by RadioShack within the State of New York.
 - b. “Assurance” means this Assurance of Discontinuance.
 - c. “Conditional employee” means an applicant to whom RadioShack has made a conditional offer of employment in New York State, such that RadioShack is obligated to offer such person the position contingent only upon an evaluation of the conditional employee’s background results, which evaluation shall take place as soon as possible, normally within ten to fourteen days of the conditional offer.
 - d. “Criminal background check” means any inquiry regarding an applicant’s or a conditional employee’s criminal background history.
 - e. “Criminal record history” means all information relating to arrests and dispositions thereof.
 - f. “Crime” means a felony or misdemeanor but not violations, infractions, or youthful offender adjudications.
 - g. “Decisions” means all decisions made about and actions taken with respect to applicants for employment and conditional employees by RadioShack within the State of New York, including consideration and selection of applicants for hiring; making conditional offers of employment; assignments; and obtaining and using information about applicants, conditional employees and employees.

- h. “Disqualify” and “disqualification” means a determination by RadioShack that the criminal record history of an applicant or conditional employee makes them ineligible for employment in RadioShack.
- i. “EEO Officer” means an employee of RadioShack, whose duties include responsibility for ensuring RadioShack’s compliance with New York State and local anti-discrimination laws pertaining to criminal background checks.
- j. “Effective Date” means the date this Assurance is executed by the parties hereto.
- k. “Employee” means any person performing work for and compensated by RadioShack within the State of New York, and other RadioShack employees exercising managerial or supervisory authority, or making employment decisions, with respect to New York State applicants, conditional employees and employees.
- l. “Employment documents” means all documents used and maintained by RadioShack with respect to applicants for employment by RadioShack within the State of New York and conditional employees and employees of RadioShack 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, including but not limited to adjudication guidelines and user guides; (d) application forms; and (e) documents that contain information derived from the application forms.

- m. "Policies" means employment policies, practices and procedures, both formal and informal, with respect to employment decisions and actions about applicants, conditional employees and employees.
- n. "RadioShack" means RadioShack Corporation and all of its owners, executives, officers, directors, managers, representatives, subsidiaries, affiliates, employees and all individuals and agents who act on their behalf.
- o. Terms of construction:
 - (i) "And" and "or" shall be construed conjunctively or disjunctively as necessary to make the meaning inclusive rather than exclusive.
 - (ii) "All" means "any and all" and "any" means "any and all."
 - (iii) "Concerning" means relating to, referring to, describing, evidencing, regarding, reflecting or constituting.
 - (iv) "Including" means without limitation.
 - (v) The use of the singular form of any word includes the plural and vice versa.
 - (vi) "Day" refers to a calendar day, not a business day.

FINDINGS

2. RadioShack is the second largest retailer of consumer electronics in the United States and operates approximately 4,000 stores, including nearly 400 such stores in New York State, and employs approximately 35,000 employees nationwide, with approximately 3,500 employees in the State of New York.
3. In the Fall of 2008, the OAG received complaints alleging that RadioShack discriminates against applicants on the basis of criminal record history by automatically excluding applicants who disclosed a felony conviction from consideration for employment.
4. In response to these complaints, an OAG undercover officer submitted test applications through the RadioShack employment application website. This test confirmed that in RadioShack's application for employment, which is only available by internet or kiosk, RadioShack inquired "Have you been convicted of a felony in the past 7 years?" If the applicant indicated in the affirmative, the application was automatically rejected and the applicant was not permitted to complete the application.
5. The investigation also revealed that from November 2005 through December 2008, RadioShack disqualified thousands of applicants for positions in New York without considering the nature and gravity of the conviction and its bearing, if any, on any specific responsibilities of the job sought, the time that elapsed since the conviction, the age of the applicant when the offense was committed, or evidence of rehabilitation, as required by New York Executive Law §§ 296(15) and (16) and New York Correction Law §§ 752-53.
6. The OAG also learned that RadioShack, after providing applicants with conditional offers of employment, has a policy of conducting criminal background checks. RadioShack

withdrew offers of employment from conditional employees where a background check revealed sealed convictions, violations and infractions, and dispositions that are not convictions, such as adjournments in contemplation of dismissal (“ACD”) after an entry of dismissal. The investigation uncovered that RadioShack withdrew offers to over 100 conditional employees in New York State because of violations, infractions, and dismissed ACD’s, which disqualifications violated New York Executive Law §§ 296(15) and (16).

PROSPECTIVE RELIEF

WHEREAS, New York Executive Law §§ 296(1), (15) and (16), New York Correction Law §§ 752-53, New York General Business Law § 380 *et seq.*, New York Labor Law § 201-f, and New York City Administrative Code § 8-107(10) require, *inter alia*, that employers when evaluating an applicant’s criminal record history (1) refrain from considering non-pending arrests that were terminated in favor of the individual and/or resulted in a sealed conviction, youthful offender adjudication, or most violations and infractions; and (2) consider a number of factors before disqualifying an applicant based upon a criminal conviction, including but not limited to the nature and gravity of the conviction and its bearing, if any, on any specific responsibilities of the job sought, the time that elapsed since the conviction, the age of the applicant when the offense was committed, and any evidence of rehabilitation.

WHEREAS, the OAG’s investigation included reviewing documents, including those produced by RadioShack pursuant to subpoena *duces tecum*, that showed pertinent policies, procedures and practices of RadioShack; taking sworn testimony of RadioShack personnel pursuant to subpoena *ad testificandum*; interviewing complainants; and analyzing employment and other relevant data regarding RadioShack’s application and employment practices.

WHEREAS, RadioShack neither admits nor denies the OAG's Findings 2 – 6;

WHEREAS, the OAG is willing to accept the terms of this Assurance pursuant to New York Executive Law § 63(15) and to discontinue its investigation of RadioShack; and

WHEREAS, the parties believe that the obligations imposed by this Assurance are prudent and appropriate;

IT IS HEREBY UNDERSTOOD AND AGREED, by and between RadioShack and the OAG, as follows:

Compliance with Federal, State and Local Law

7. RadioShack agrees to comply fully with the obligations, terms, and conditions of New York Executive Law §§ 296(1), (15) and (16), New York Correction Law §§ 752-53, New York General Business Law § 380 *et seq.*, New York Labor Law § 201-f, and New York City Administrative Code § 8-107(10). Specifically, RadioShack will:
 - a. obtain written authorization from all applicants, conditional employees, or employees before obtaining the individual's criminal background history, and provide a readable copy of Article 23-A of the New York Correction Law to individuals who are subject to a criminal background check;
 - b. evaluate and consider the factors set forth in New York Correction Law § 753 before disqualifying an applicant, conditional employee, or employee pursuant to New York Correction Law § 752;
 - c. accept an applicant's, conditional employee's, or employee's certificate of relief from disabilities or of good conduct ("certificate") as a rebuttable presumption that the conviction(s) listed in the certificate should not

disqualify the applicant, conditional employee, or employee from employment; and

- d. post a copy of Article 23-A of the New York Correction Law in a conspicuous place in all New York State stores.

Policy Revisions to Comply with Law

8. RadioShack agrees within sixty (60) days of the Effective date to revise its policies relating to discrimination based upon an applicant's, conditional employee's or employee's criminal background history to state that it is RadioShack's policy not to discriminate against persons based on an arrest that did not lead to a conviction of a crime, or against persons with a prior conviction of a crime unless the offense(s) directly relate(s) to the job duties or create(s) an unreasonable risk to persons or property in a manner that comports with New York State, and local anti-discrimination laws, and to communicate these policies to employees in New York State, and to state these policies in its employment documents.
9. RadioShack agrees that if a criminal background report reveals a pending arrest or a conviction of a crime that may disqualify the applicant, conditional employee, or employee, RadioShack shall send the applicant, conditional employee or employee an adverse action letter that shall include:
 - a. the specific reported arrest(s) and conviction(s) and the date of the arrest(s) and conviction(s);
 - b. a toll-free telephone number to dispute the accuracy of the report;

- c. a listing of all factors in New York Correction Law § 753 that employers must consider before disqualifying an applicant because of a criminal record history; and
 - d. a statement that RadioShack will consider these factors in evaluating whether to disqualify the applicant, conditional employee, or employee.
- 10. RadioShack agrees to make a written record of all evaluations performed and reasons for the decision sufficient to determine whether and to what extent each of the specific factors under New York Correction Law § 753 was considered, and shall inform disqualified applicants, conditional employees, and employees of the reasons for the disqualification.
- 11. RadioShack agrees within thirty (30) days of the Effective date to designate an employee as an Equal Employment Opportunity official (“EEO Official”), who is responsible for ensuring RadioShack’s compliance with its EEO policies and with New York State and local laws regarding the use of criminal record histories for employment purposes, including but not limited to New York Executive Law §§ 296(15) and (16), New York Correction Law §§ 752-53, New York General Business Law § 380 *et seq.*, New York Labor Law § 201-f, and New York City Administrative Code § 8-107(10), and for the policies, procedures, and practices set forth in this Assurance, including but not limited to revising RadioShack’s employment policies, training employees regarding EEO policy, and investigating and resolving EEO complaints.

12. RadioShack agrees within sixty (60) days of the Effective date to instruct employees with responsibility for interviewing applicants, conditional employees and employees not to inquire regarding such individual's criminal record history except as provided for in this Assurance, and that only personnel responsible for evaluating criminal record histories in New York State and for ensuring compliance with this Assurance shall have access to the results of criminal background checks for applicants, conditional employees, and employees.
13. RadioShack agrees to develop and submit within sixty (60) days from the Effective Date, to the OAG for its comment and approval, which shall not be unreasonably denied, specific procedures, including revision of its employment documents, including but not limited to its adjudication guidelines and the user manuals on the use of adjudication guidelines, to confirm that RadioShack has implemented the policies referenced in this Assurance. The policies shall clearly set forth the sequence of actions and decisions taken with respect to the criminal record history of applicants, conditional offers, conditional employees; the information and sources of information that may be obtained and considered at each step of the application, conditional offer, and hiring procedures; and how, and by whom, such information may be considered and used in a non-discriminatory manner for decisions. Once approved, RadioShack shall adhere to such policies and provide a copy of such policies to personnel who are responsible for compliance with such policies, and shall not make material changes thereto during the duration of this Assurance without prior written approval by the OAG.

Posting

14. Within sixty (60) days of the Effective Date, RadioShack agrees to post in a conspicuous place in each of its New York stores and on its website the notice attached hereto as Exhibit A, and to keep such notice posted for a period of three years.

Training

15. RadioShack agrees to within thirty (30) days from the Effective Date provide a copy of this Assurance to the EEO Official and all employees responsible for reviewing and evaluating criminal record histories of applicants, conditional employees, and employees in New York State for the purpose of making hiring or promotions decisions as required by this Assurance.
16. RadioShack agrees to develop and submit within sixty (60) days from the Effective Date to the OAG for its comment and approval, which shall not be unreasonably denied, a training program to instruct employees with responsibility for ensuring compliance with EEO policy as it relates to criminal background checks performed in New York State, and/or with access to criminal background reports of RadioShack applicants, conditional employees and employees in New York State, on the requirements of the policies described in this Assurance and applicable law. RadioShack agrees to require these employees, including but not limited to the EEO Official and all Area Human Resources Directors and Area Human Resources Managers with responsibilities regarding applicants, conditional employees, and employees in New York State, complete this training

within forty-five (45) days of OAG approval, and thereafter within ninety (90) days of hire, and again once every two years after the hire date.

17. RadioShack agrees to require that all employees who receive a copy of the Assurance pursuant to paragraph fifteen (15) sign an acknowledgment of receipt in the form of Exhibit B, and to require that all employees who attend the required training program pursuant to paragraph sixteen (16) sign an acknowledgement of attendance in the form of Exhibit C, and to maintain all acknowledgement forms required under this Assurance for a period no less than three (3) years.

Record-Keeping

18. RadioShack agrees to create and maintain the following records for the duration of this Assurance:
 - a. All employment documents related to the hire and promotion of applicants, conditional employees, and employees with a criminal record history;
 - b. Records sufficient to show how RadioShack rejects or disqualifies applicants, conditional employees, and employees in New York State because of criminal record history, including all completed application and promotion forms and evaluations of applicants, conditional employees and employees in New York State rejected or disqualified because of criminal record history, which shall (i) identify the applicant, conditional employee, or employee; (ii) state the reason(s) for disqualification of the applicant, conditional employee, or employee; and (iii) state any consideration of the factors listed in New York Correction Law §§ 752-53;

- c. Records sufficient to identify all EEO complaints related to criminal background checks made in New York State and their investigation and resolution by RadioShack, including a written summary of each complaint and any investigation, findings, dispositions and recommendations thereof; and
 - d. All notices, executed training materials and acknowledgment forms required to be posted, conducted and/or executed under paragraphs 14 through 17.
19. RadioShack agrees to advise the OAG within thirty (30) days of receiving any EEO complaint concerning discrimination on the basis of criminal record history, and agrees to provide the OAG with a copy of all documents relating to the complaint.

Independent Monitoring

20. Within sixty (60) days of the Effective Date, RadioShack will engage at its own cost an independent monitor (“Monitor”), an independent third-party with expertise in the monitoring of EEO policies and compliance with workplace anti-discrimination laws, to monitor RadioShack’s compliance with the new policies and other provisions of this Assurance and in accordance with any duties which have been delegated to the Monitor regarding the administration of claims pursuant to paragraph thirty-three (33) of this Assurance. The selection of the Monitor shall be subject to the OAG’s approval, which shall not be unreasonably withheld.
21. Within four months of the Effective Date, the Monitor shall provide to the OAG a written plan (“Monitoring Plan”) reflecting the processes and procedures that the Monitor will follow to evaluate compliance with each component of paragraphs seven (7) through

nineteen (19) of this Assurance and to report such compliance or non-compliance to the OAG on at least a bi-annual basis (“Monitor’s Report”). The Monitoring Plan shall be subject to the OAG’s approval, which shall not be unreasonably withheld. Upon the OAG’s approval the Monitor shall implement the processes and procedures set forth in the Monitoring Plan throughout the duration of the Assurance.

22. The Monitoring Plan shall include but not be limited to the completion of the following tasks on at least a bi-annual basis:

a. Review of Hiring Practices. The Monitor shall review:

i. A summary spreadsheet, which RadioShack agrees to create and provide to the Monitor within one month of the close of each of the six Reporting Periods, of all applicants, conditional employees, and employees in New York State rejected or disqualified by RadioShack in the previous six months, which spreadsheet shall (a) identify the applicant, conditional employee, or employee; (b) state the reason(s) for disqualification of the applicant, conditional employee, or employee; and (c) state any consideration of the factors listed in New York Correction Law §§ 752-53; and

ii. A representative sample of records showing employee disqualifications of applicants, conditional employees, and employees in New York State, including but not limited to all adverse action letters, criminal background records, adjudication guidelines and user guides thereof, and documents sufficient to determine whether RadioShack obtains criminal record histories of and interviews and evaluates applicants, conditional employees and employees in New York State in accordance with this Assurance.

- b. Review of Employee Posting and Training. The Monitor shall review all notices and acknowledgement forms required pursuant to paragraphs 14 through 17, to assess the extent that RadioShack complied with the new policies and this Assurance.
 - c. Review of EEO Complaints. The Monitor shall review all EEO complaints concerning discrimination based on criminal record history regarding applications received or evaluations performed by RadioShack after the Effective Date to assess the extent to which RadioShack responds to these complaints and investigates them in an adequate manner.
 - d. As part of the review process, the Monitor shall interview the EEO officer and review all documents necessary to determine whether RadioShack has complied with the terms of this Assurance, and RadioShack agrees not to unreasonably deny access to any such witnesses or documents.
23. The Monitor shall prepare the Monitor's Reports and provide them to the OAG within two months of the close of each of the six Reporting Periods. The first Reporting Period shall begin four (4) months after the Effective Date and end six (6) months thereafter. The remaining Reporting Periods shall begin at the close of the prior Reporting Period and end six months thereafter. The reports shall include:
- a. A description of the methodologies used by the Monitor to assess RadioShack's compliance with the Assurance during the Reporting Period;
 - b. A detailed description of the implementation of each monitoring step set forth in the Monitoring Plan;

- c. A brief summary of (i) evaluations of applicants, conditional employees, and employees of RadioShack disqualified because of criminal background history, including the consideration of each factor required under New York Correction Law § 753; and (ii) any EEO complaints relating to the criminal background check, the results of the investigations, and any action that RadioShack took as a result of the investigation; and
 - d. The Monitor's conclusion as to whether RadioShack complied with Paragraphs seven (7) through nineteen (19) of the Assurance during the Reporting Period.
24. Should a review of the documents produced by RadioShack provide the Monitor with a good faith belief that RadioShack has materially violated any term in Paragraphs seven (7) through nineteen (19) of this Assurance, the Independent Monitor shall notify the OAG and RadioShack of such violation in writing after which RadioShack shall have thirty (30) days to cure the violation and/or object to the Monitor's Report in writing to the OAG, after which the OAG shall make a final determination regarding whether such material violation has occurred. Should the OAG determine, consistent with applicable law, that RadioShack has materially violated this Assurance and failed to take all reasonable efforts to cure in thirty (30) days, RadioShack agrees to pay \$1,000 in liquidated damages, separate and apart from any other applicable penalty or damages, for each violation.
25. The OAG, at its discretion, shall have the right to require RadioShack to change the Monitor.
26. RadioShack agrees to continue to employ the Monitor, or if necessary, a replacement monitor to be approved in advance by OAG, for a period of three (3) years. In the event

that the last Monitor's report shows a significant or repeated violations of Paragraphs seven (7) through nineteen (19) of this Assurance that were not cured within thirty (30) days of written notice to RadioShack, the OAG, in its discretion, may extend this monitoring period for an additional reporting period.

27. The Monitor shall have access to all information within RadioShack's possession, custody or control to fulfill the responsibilities set forth in paragraphs twenty (20) through twenty-six (26), including all documents RadioShack is required to maintain under the terms of this Assurance or that relate to obligations under this Assurance. The Monitor may also interview employees as is necessary to fulfill the responsibilities set forth in paragraphs twenty (20) through twenty-six (26).

Monetary Payment

28. RadioShack agrees to pay the sum of \$35,000 to the State of New York to cover a portion of the costs of the OAG's investigation.
29. RadioShack agrees to pay the sum of \$245,000 to the State of New York for restitution to eligible claimants as set forth in paragraph 33(c) below ("restitution fund").
30. Payment shall be made within thirty (30) days of the Effective Date in the form of a wire transfer, or 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, Bureau Chief for Civil Rights. Any payments and all correspondence related to this Assurance must reference **AOD No. 148.**

Claims Administration

31. Within thirty (30) days of the Effective Date, RadioShack will engage at its own cost a claims administrator (“Administrator”), an independent third-party with expertise in evaluating claims, to evaluate claims and approve restitution amounts distributed from the restitution fund to eligible claimants as set forth in paragraph 33(b) below. The selection of the Administrator shall be subject to the OAG’s approval, which shall not be unreasonably withheld.
32. Within sixty (60) days of the Effective Date, the Administrator shall provide to the OAG a written plan reflecting the processes and procedures that the Administrator will follow to evaluate claims and distribute restitution (“Administrator’s Report”). The Administrator’s Report shall be subject to the OAG’s approval, which shall not be unreasonably withheld. Upon the OAG’s approval the Administrator shall implement the processes and procedures set forth in the Administrator’s Report.
33. The Administrator’s Report shall include but not be limited to the completion of the following tasks within one hundred and eighty (180) days of the Effective Date:
 - a. Developing a claims form and distributing such form by first class mail, or electronic mail where appropriate, to all individuals who the Administrator can reasonably identify and obtain an accurate mailing or electronic mailing address who applied to Radio Shack within three years of the Effective Date, completed all required sections in the application, and were rejected or disqualified by Radio Shack because of a real or perceived criminal record history, and advising such individuals that they may be entitled to restitution pursuant to this Assurance, and that all persons seeking restitution pursuant to this Assurance must complete the

form and return it to the Administrator for evaluation within three months of the mailing date;

- b. Evaluating all completed claims forms to determine whether the applicant or conditional employee is eligible for restitution only upon a demonstration that the applicant or conditional employee:
 - i. Applied to Radio Shack within three years of the Effective Date;
 - ii. Was qualified, available to work for the position sought, and completed all required sections in the application;
 - iii. Was rejected or disqualified by Radio Shack because of a real or perceived criminal record history, where such rejection or disqualification was not consistent with New York Executive Law §§ 296(15) and (16) and New York Correction Law §§ 752-53; and
 - iv. Sought employment after claimant's rejection or disqualification by RadioShack.
- c. Calculating the injury to claimants who the Administrator identifies as having satisfied the elements set forth in paragraph 34(b) ("eligible claimants");
- d. Preparing a restitution report, subject to OAG's approval, that lists all eligible claimants, the Administrator's calculations of injury to each eligible claimant, and recommends an equitable distribution of the restitution fund in an amount proportional to eligible claimants' injury, provided that in instances in which the Administrator is unable to determine whether a claimant is entitled to restitution the Monitor shall make all final decisions regarding claimant eligibility to restitution;

- e. Submitting to each eligible claimant an authorization to distribute form that contains a statement of the claimant's entitlement to distribution, the distribution amount, the Release, annexed as Exhibit D, and notice that acceptance of the distribution fully satisfies the claimant's rights under New York Executive Law §§ 296(15) and (16) and New York City Administrative Code § 8-107(10) regarding RadioShack's conduct as alleged in the claimant's claim form; and
 - f. Receiving all Releases and provide copies of the same to OAG.
34. OAG will distribute restitution funds to eligible claimants who executed and provided Releases to the Administrator in the amounts stated in the restitution report within thirty (30) days of OAG's approval of the restitution report.
35. The Administrator shall have access to all information within RadioShack's possession, custody or control to fulfill the responsibilities set forth in paragraphs thirty-one (31) through thirty-three (33).

Miscellaneous

36. OAG has agreed to the terms of this Assurance based on, among other things, the representations made to OAG by RadioShack and its counsel and OAG's own factual investigation as set forth in Findings 2 - 6 above. To the extent that any material representations are later found to be inaccurate or misleading, this Assurance is voidable by OAG in its sole discretion.
37. This Assurance will expire three (3) years after the Effective Date, except that the OAG may, in its sole discretion, extend the Assurance term upon a good-faith determination that RadioShack has not complied with this Assurance, which non-compliance the OAG

will discuss and attempt to resolve with RadioShack in good faith before making such determination.

38. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Assurance has been made to or relied upon by RadioShack in agreeing to this Assurance.
39. This Assurance binds RadioShack and its principals, directors, beneficial owners, officers, shareholders, successors, assigns, "d/b/a" companies, subsidiaries and affiliates, and any other business entities whom any such individuals may hereafter form or control.
40. RadioShack represents and warrants, through the signatures below, that the terms and conditions of this Assurance are duly approved, and execution of this Assurance is duly authorized. RadioShack agrees not to take any action or make any statement denying, directly or indirectly, the propriety of this Assurance or expressing the view that this Assurance is without factual basis. Nothing in this paragraph affects RadioShack's (i) testimonial obligations or (ii) right to take legal or factual positions in defense of litigation or other legal proceedings to which OAG is not a party. This Assurance is not intended for use by any third party in any other proceeding and is not intended, and should not be construed, as an admission of liability by RadioShack.
41. This Assurance may not be amended except by an instrument in writing signed on behalf of all the parties to this Assurance.
42. This Assurance shall be binding on and inure to the benefit of the parties to this Assurance and their respective successors and assigns, provided that no party, other than OAG, may assign, delegate, or otherwise transfer any of its rights or obligations under this Assurance without the prior written consent of OAG.

43. In the event that any one or more of the provisions contained in this Assurance shall for any reason be held to be invalid, illegal, or unenforceable in any respect, in the sole discretion of OAG such invalidity, illegality, or unenforceability shall not affect any other provision of this Assurance.
44. To the extent not already provided under this Assurance, RadioShack agrees to, upon request by OAG, provide all documentation and information necessary for OAG to verify compliance with this Assurance.
45. All notices, reports, requests, and other communications to any party pursuant to this Assurance shall be in writing and shall be directed as follows:

If to OAG, to:

**Andrew Elmore
Section Chief
Office of the Attorney General
Civil Rights Bureau, 23rd Floor
120 Broadway
New York, New York 10271**

If to RadioShack, to:

**Linda Wong, Esq.
Wong Fleming, P.C.
821 Alexander Road, Suite 150
P.O. Box 3663
Princeton, NJ 08543-3663**

Any changes in the person to whom communications should be specifically directed shall be made in advance of the change.

46. Acceptance of this Assurance by OAG shall not be deemed approval by OAG of any of the practices or procedures referenced herein, and RadioShack shall make no representation to the contrary.
47. Pursuant to Executive Law Section 63(15), evidence of a violation of this Assurance shall

constitute *prima facie* proof of violation of the applicable law in any action or proceeding thereafter commenced by OAG.

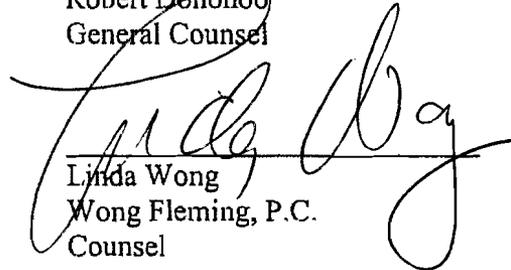
48. If a court of competent jurisdiction determines that RadioShack has breached this Assurance, RadioShack shall pay to OAG the cost, if any, of such determination and of enforcing this Assurance, including without limitation legal fees, expenses, and court costs.
49. OAG finds the relief and agreements contained in this Assurance appropriate and in the public interest. OAG is willing to accept this Assurance pursuant to Executive Law § 63(15), in lieu of commencing a statutory proceeding. This Assurance shall be governed by the laws of the State of New York without regard to any conflict of laws principles.
50. Nothing contained herein shall be construed so as to deprive any person of any private right under the law.

IN WITNESS THEREOF, this Assurance is executed by the parties hereto on ^{No number} ~~October~~ 20, 2009.

Dated: New York, New York
October 9, 2009

RADIOSHACK CORPORATION

By: 
Robert Denohoo
General Counsel

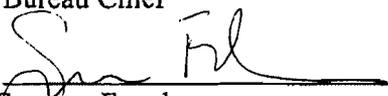

Linda Wong
Wong Fleming, P.C.
Counsel

CONSENTED TO:

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

Dated: New York, New York
~~October 20~~, 2009
November

By: 
Alphonso B. David
Bureau Chief


Spencer Freedman
Counsel for Civil Rights

Andrew J. Elmore
Section Chief
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 CONDITIONAL EMPLOYEES AND EMPLOYEES
OF RADIOSHACK**

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 RadioShack, as the result of an investigation by the Attorney General of allegations of discrimination against applicants and conditional employees because of criminal record history.

New York State law prohibits employers from unlawfully discriminating against applicants, conditional employees and employees based on criminal record history. Specifically, RadioShack has agreed not to inquire about or consider criminal records other than pending charges or convictions of misdemeanors and felonies, and will not reject or disqualify an applicant, conditional employee, or employee unless the offense(s) directly relates to the position sought or presents an unreasonable risk to persons or property, and until having considered all required factors under New York Correction Law, including but not limited to the age of the applicant, the gravity of the offense and its relationship to the position sought, the time elapsed since the offense, and any rehabilitative information, such as a certificate of relief from disabilities or good conduct.

RadioShack 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. RadioShack 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 October ____, 2012.

Signed:

Manager, RadioShack

EXHIBIT B

ACKNOWLEDGMENT FORM

RadioShack

On _____, 20__, I received and fully read the Assurance of Discontinuance entered into between the New York Office of Attorney General (“OAG”) and RadioShack regarding RadioShack’s obligation to adhere to its revised Equal Employment Opportunity (“EEO”) policies, specifically to comply with New York State and local laws regarding consideration of criminal background history for employment purposes. 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: _____

EXHIBIT C

ACKNOWLEDGMENT FORM

RadioShack

On _____, 20__, I attended a training seminar with respect to my responsibilities under New York Executive Law §§ 296(15) and (16) and New York Correction Law §§ 752-53, New York General Business Law § 380 et seq., New York Labor Law § 201-f, and New York City Administrative Code § 8-107(10). I was also instructed as to the equal employment opportunity policy of RadioShack, which prohibits discrimination on the basis of criminal record history. I have received copies of and have read RadioShack'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: _____

EXHIBIT D

RELEASE

For consideration received in connection with the resolution of the investigation, entitled In the Matter of RadioShack Corporation, I hereby release and forever discharge all claims related to the facts at issue in this matter referenced above, or in any way related to this matter, up to and including the date of the execution of this Release, that I may have against RadioShack Corporation, its successors, assigns, agents, and representatives.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this ___ day of _____, 2009.

Name