

Conciliation Agreement
Between the U.S. Department of Labor
Office of Federal Contract Compliance Programs
and
Lovin Oven, LLC
16100 Foothill Boulevard
Azusa, CA 91702

PART I: General Provisions

1. This Agreement is between the Office of Federal Contract Compliance Programs (hereinafter "OFCCP") and Lovin Oven, LLC (hereinafter "Lovin Oven") located at 16100 Foothill Boulevard, Azusa, California.
2. The violation identified in this Agreement was found during a compliance review of Lovin Oven which began on August 12, 2009 and they were specified in a Notice of Violation issued on February 18, 2011. OFCCP alleges that Lovin Oven has violated Executive Order 11246, as amended, and implementing regulations at 41 CFR Chapter 60 due to the specific violation cited in Part II below.
3. This Agreement does not constitute an admission by Lovin Oven of any violation of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212) and implementing regulations.
4. The provisions of this Agreement will become part of Lovin Oven's Affirmative Action Programs ("AAP"). Subject to the performance by Lovin Oven of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of Lovin Oven with all OFCCP programs will be deemed resolved. However, Lovin Oven is advised that the commitments contained in this Agreement do not preclude future determinations of noncompliance based on a finding that the commitments are not sufficient to achieve compliance.
5. Lovin Oven agrees that OFCCP may review compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents, as may be relevant to the matter under investigation and pertinent to Lovin Oven's compliance. Lovin Oven shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve Lovin Oven from the obligation to comply with the requirements of Executive Order 11246, as amended, and/or Section 503 of the Rehabilitation Act of 1973, as amended, and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212), and implementing regulations, or any other equal employment statute or executive order or its implementing regulations.

7. Lovin Oven agrees that there will be no retaliation of any kind against any beneficiary of this Agreement or against any person who has provided information or assistance, or who files a complaint, or who participates in any manner in any proceedings under Executive Order 11246, as amended, and/or Section 503 of the Rehabilitation Act of 1973, as amended, and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212).
8. This Agreement will be deemed to have been accepted by the Government on the date of signature by the District Director for OFCCP, unless the Regional Director for OFCCP indicate otherwise within 45 days of the District Director's signature on this Agreement.
9. If at any time in the future, OFCCP believes that Lovin Oven has violated any portion of this Agreement during the term of this Agreement, Lovin Oven will be promptly notified of that fact in writing. This notification will include a statement of the facts and circumstances relied upon in forming that belief. In addition, the notification will provide Lovin Oven with 15 days from receipt of the notification to respond in writing, except where OFCCP alleges that such a delay would result in irreparable injury.

Enforcement proceedings for violation of this Agreement may be initiated at any time after the 15-day period has elapsed (or sooner, if irreparable injury is alleged) without issuing a Show Cause Notice.

Where OFCCP believes that Lovin Oven has violated this Conciliation Agreement, OFCCP may seek enforcement of this Agreement itself and shall not be required to present proof of the underlying violations resolved by this Agreement.

Liability for violation of this Agreement may subject Lovin Oven to sanctions set forth in Section 209 of the Executive Order, and/or other appropriate relief.

PART II: Specific Provisions

1. **VIOLATION:** Lovin Oven failed to ensure its employees were compensated without regard to their gender, as required by 41 CFR 60-1.4(a) and 41 CFR 60-20.5. Specifically, our review of compensation practices for (b) (7)(C) positions revealed that females were compensated at a lesser rate than their male counterparts.

Specifically, our analysis of compensation practices which takes into account all factors Lovin Oven identified as influencing pay revealed that females, earned less in annual wages than their male counterparts. The available records, job descriptions, pay information provided by Lovin Oven and the results of interviews with managers and employees conducted during the investigation support the finding that females in the (b) (7)(C) position received a lower wage rate than their similarly-situated male counterparts.

REMEDY: Lovin Oven agrees to revise its compensation practices and take steps to ensure that its compensation system provides an equal opportunity to all of its employees, irrespective of gender. This applies to all aspects of compensation, including, but not limited to, initial wage at time of hire and progression into higher paying categories. In order to resolve this violation, Lovin Oven agrees to the following:

- a. Within 45 days from the effective date of this Agreement, provide back pay in the amount of \$16,099.20 and interest in the amount of \$1,267.58 to the females listed in Attachment A. Additionally, effective April 25, 2011, Lovin Oven agrees to increase the pay for the females listed in Attachment A in the amount of \$2,080.20;
- b. Conduct an audit and analysis of its compensation practices as they impact all employees;
- c. Develop and implement compensation policies and procedures that will not differentiate compensation on the basis of gender of employees; and
- d. Provide training to those managers who participate in the application of any component of the compensation system at Lovin Oven's cost of approximately \$1,000.00 dollars. The purpose of the training is to familiarize those managers with principles underlying the uniform application of criteria, which are used to establish compensation.

//

//

//

//

PART III: Reporting

In order for the OFCCP to monitor compliance with this Conciliation Agreement, Lovin Oven, LLC agrees to furnish the U.S. Department of Labor, Office of Federal Contract Compliance Programs, Los Angeles District Office, 11000 Wilshire Boulevard, Suite 8103, Los Angeles, California 90024, with the following report:

<u>REPORTING PERIOD</u>	<u>DUE DATE</u>
Effective Date of Agreement through August 31, 2011	September 30, 2011

The progress report shall contain the following:

1. Evidence of back pay and pay adjustments provided to the females listed in Attachment A; and
2. Evidence of training provided to the managers who participate in the application of any component of the compensation process including the actual costs incurred.

Termination Date:

This Agreement shall remain in effect until October 31, 2011 or until OFCCP's written acceptance of the Progress Report, whichever date is later.

//

//

//

//

//

//

//

PART IV: Signatures

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Lovin Oven, LLC, 16100 Foothill Boulevard, Azusa, CA 91702.

DATE: April 21, 2011

(b) (7) (c)

JIM HARRINGTON
Vice President & General Manager
Lovin Oven, LLC
161000 Foothill Boulevard
Azusa, CA 91702

DATE: 5-4-11

(b) (7) (e)

Compliance Officer
Los Angeles District Office
Office of Federal Contract Compliance Programs

DATE: 5-4-11

(b) (7) (c)

ROBERT DOLES
Assistant District Director
Los Angeles District Office
Office of Federal Contract Compliance Programs

DATE: 5/4/11

(b) (7) (c)

JANE SUHR
District Director
Los Angeles District Office
Office of Federal Contract Compliance Programs

Attachment A

Female Class Members

No	Last Name	First Name	2 Year Back Pay (1/1/08-12/31/09)	Back Pay Interest (1/1/08-9/30/10)	Back Pay Plus Interest	Previous Annual Salary	Company Adjustments	Annual Salary with Company Adjustments	Additional Salary Adjustments	Revised Annual Salary
1	(b) (7)(C)		\$3,411.20	\$273.00	\$3,684.20	(b) (7)(C)	\$1,040.00	(b) (7)(C)	\$665.60	(b) (7)(C)
2			\$2,537.60	\$199.73	\$2,737.33		\$603.20		\$665.60	
3			\$7,155.20	\$558.23	\$7,713.43		\$2,912.00		\$665.60	
4			\$1,081.60	\$85.97	\$1,167.57		\$1,956.00		\$0.00	
5			\$1,913.60	\$150.65	\$2,064.25		\$873.40		\$83.40	
TOTAL			\$16,099.20	\$1,267.58	\$17,366.78		\$7,384.60		\$2,080.20	