

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
and  
DCXCHOL Enterprises, Inc.

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated DCXCHOL Enterprises, Inc.'s (DCXCHOL) establishment located at 12831 South Figueroa Street, Los Angeles, California, beginning on May 29, 2020. OFCCP found that DCXCHOL failed to comply with Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503) and its implementing regulations at 41 C.F.R. § 60-741.

OFCCP notified DCXCHOL of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on December 9, 2020.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient consideration described in this document, OFCCP and DCXCHOL enter into this Conciliation Agreement (Agreement) and the parties agree to all the terms therein.

**II. General Terms and Conditions**

1. In exchange for DCXCHOL's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under Section 503 based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if DCXCHOL violates any provision of this Agreement, as set forth in Paragraph 10, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review DCXCHOL's compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. DCXCHOL will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents OFCCP requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves DCXCHOL of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. DCXCHOL agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.

5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This Agreement constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
7. This Agreement becomes effective on the day it is signed by the District Director of the Los Angeles District Office (Effective Date).
8. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement will expire sixty (60) days after DCXCHOL submits its final progress report required in Section IV, below, unless OFCCP notifies DCXCHOL in writing before the expiration date that DCXCHOL has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that DCXCHOL has met all of its obligations under the Agreement.
10. If DCXCHOL violates this Agreement:
  - a. The procedures at 41 C.F.R. § 60-741.63 will govern:
    - i. OFCCP will send DCXCHOL a written notice stating the alleged violation(s) and summarizing any supporting evidence.
    - ii. The DCXCHOL shall have fifteen (15) days from receipt of the notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
    - iii. If DCXCHOL 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.
    - iv. In the event of a breach of this Agreement by the DCXCHOL, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms in the Agreement.
  - b. DCXCHOL may be subject to the sanctions set forth in 41 C.F.R. § 60-741.66 and/or other appropriate relief for violating this Agreement.

11. DCXCHOL does not admit any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
12. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
13. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.
14. Each party shall bear its own fees and expenses with respect to this matter.
15. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible 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 proceedings concerning the enforcement or interpretation of this specific Agreement.
16. All references to “days” in this Agreement are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

### III. Technical Violations and Remedies

1. **Violation:** During the period of January 1, 2019 through December 31, 2019, DCXCHOL failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities, in violation of 41 CFR 60-741.44(f)(1)(i). Specifically, DCXCHOL did not engage in recruitment activity targeting individuals with disabilities.

**Remedy:** DCXCHOL will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities, such as those described at 41 CFR 60-741.44(f)(2).

2. **Violation:** During the period of January 1, 2019 through December 31, 2019, DCXCHOL failed to invite its applicants for employment, prior to an offer of employment, to voluntarily self-identify as an individual with a disability, using the OMB-approved form for this purpose, in violation of 41 CFR 60-741.42(a).

**Remedy:** DCXCHOL will invite each of its applicants for employment, prior to an offer of employment, to voluntarily inform whether the applicant believes that he or she is an individual with a disability, as that term is defined in 41 CFR 60-741.2(g)(1)(i) or (ii). All invitations to self-identify must be made using the OMB-approved form for this purpose (available on the OFCCP website). Furthermore, DCXCHOL must keep all self-identification information confidential and maintain it in a separate data

analysis file, rather than in its personnel or medical files, in accordance with 41 CFR 60-741.42(e).

#### IV. OFCCP Monitoring Period

1. **Recordkeeping.** DCXCHOL agrees to retain all records relevant to the violations cited in Section III above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. DCXCHOL will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **DCXCHOL Report.**

DCXCHOL agrees to furnish OFCCP with the following report during the Monitoring Period. The report will contain the documentation specified according to the date scheduled:

a. **Progress Report: Due on February 1, 2022**

- 1) Documentation of all outreach and positive recruitment activities reasonably designed to effectively recruit individuals with disabilities between January 1, 2021 and December 31, 2021.
- 2) Documentation showing that DCXCHOL has developed and implemented an assessment of its outreach and recruitment activities for individuals with disabilities conducted between January 1, 2021 and December 31, 2021 in accordance with 41 C.F.R. § 60-741.44(f)(3).
- 3) Evidence that DCXCHOL has invited its applicants for employment to voluntarily self-identify as an individual with a disability at both the pre-offer and post-offer stages of the hiring process using the current OMB-approved form.

DCXCHOL will submit report to District Director Agnes Huang at (b) (7)(C), (b) (6)@dol.gov. DCXCHOL and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports DCXCHOL provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and the DCXCHOL believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, DCXCHOL will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify DCXCHOL of the FOIA request and provide DCXCHOL an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.

3. **Close of Monitoring Period and Termination of Agreement.** This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts DCXCHOL's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify DCXCHOL in writing within sixty (60) days of the date of the final progress report that DCXCHOL has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies DCXCHOL within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines DCXCHOL has met all of its obligations under the Agreement.

## V. SIGNATURES

The person signing this Agreement on behalf of DCXCHOL personally warrants that he or she is fully authorized to do so, that DCXCHOL has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on DCXCHOL.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and DCXCHOL Enterprises, Inc., located at 12831 South Figueroa Street, Los Angeles, California.

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

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

Neal Castleman  
President  
DCXCHOL Enterprises, Inc.

Agnes Huang  
District Director  
OFCCP – Los Angeles District Office

DATE: 12/22/2020

DATE: December 28, 2020