

CONCILIATION AGREEMENT

Between

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

And

MELISSA DATA CORPORATION
22382 AVENIDA EMPRESA
RANCHO SANTA MARGARITA, CA 92688-2112

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Melissa Data Corporation (Melissa Data) establishment located at 22382 Avenida Empresa, Rancho Santa Margarita, CA, beginning on November 18, 2020. OFCCP found that Melissa Data failed to comply with the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and their respective implementing regulations at C.F.R. Section 60-300.

OFCCP notified Melissa Data of the specific violation(s) and the corrective action(s) required in a Notice of Violation (NOV) issued on October 5, 2021.

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 Melissa Data enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

II. General Terms and Conditions

1. In exchange for Melissa Data's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and/or VEVRAA based on the violation(s) alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Melissa Data 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 Melissa Data'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. Melissa Data 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 Melissa Data 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. Melissa Data 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 (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 Melissa Data submits its final progress report required in Section IV, below, unless OFCCP notifies Melissa Data in writing before the expiration date that Melissa Data 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 Melissa Data has met all of its obligations under the Agreement.
10. If Melissa Data violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-300.63 will govern:
 - i. OFCCP will send Melissa Data a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. The Melissa Data 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 Melissa Data 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 Melissa Data, 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. Melissa Data may be subject to the sanctions set forth in 41 C.F.R. 60-300.66, and/or other appropriate relief for violating this Agreement.
11. Melissa Data 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 1:** During the period January 1, 2020 through December 31, 2020, Melissa Data failed to immediately list all employment openings with either the state workforce agency job bank or a local employment service delivery system serving the location where the openings occurred in violation of 41 CFR 60-300.5(a)2-6.

Remedy 1: Melissa Data will list all employment openings as they occur with an appropriate employment service delivery system (ESDS) (either the state workforce agency job bank or a local ESDS) where the openings occur, in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to Melissa Data, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently

needed to update the information, Melissa Data will also advise the employment service delivery system that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state, and provide the employment service delivery system with the name and address of each of its hiring locations within the state and the contact information for the contractor official responsible for hiring at each location, in accordance with 41 CFR 60-300.5(a)4. Should any of the information in the disclosures change since it was last reported to the ESDS, Melissa Data shall provide updated information simultaneously with its next job listing.

2. **Violation 2:** During the period January 1, 2020 through December 31, 2020, Melissa Data failed to advise the employment service delivery system that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state, and provide the employment service delivery system with the name and address of each of its hiring locations within the state and the contact information for the contractor official responsible for hiring at each location, in accordance with 41 CFR 60-300.5(a)4.

Remedy 2: With its initial listing, and as subsequently needed to update the information, Melissa Data will advise the employment service delivery system that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state, and provide the employment service delivery system with the name and address of each of its hiring locations within the state and the contact information for the contractor official responsible for hiring at each location, in accordance with 41 CFR 60-300.5(a)4. Should any of the information in the disclosures change since it was last reported to the ESDS, Melissa Data shall provide updated information simultaneously with its next job listing.

3. **Violation 3:** During the period January 1, 2020 through December 31, 2020, Melissa Data failed to annually review the effectiveness of the outreach and recruitment efforts it took over the previous twelve months to identify and recruit qualified protected veterans, as required by 41 CFR 60-300.44(f)(3).

Remedy 3: Melissa Data will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-300.44(f)(3). If Melissa Data concludes that the totality of its efforts were not effective in identifying and recruiting qualified protected veterans, it shall identify and implement alternative efforts listed in 41 CFR 60-300.44(f)(1) or (f)(2).

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Melissa Data agrees to retain all records relevant to the violation(s) 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. Melissa Data will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Contractor Reports.**

Melissa Data agrees to furnish OFCCP with the following report during the Monitoring Period. This report will contain the documentation specified according to the dates scheduled:

- a. Progress Report 1: Due on February 1, 2022 covering the period of January 1, 2021 through December 31, 2021.
 - (i) Documentation of Melissa Data listing of all employment openings as they occur with an appropriate employment service delivery system (ESDS) (either the state workforce agency job bank or a local ESDS) where the openings occur, in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to Melissa Data. Melissa Data will also provide documentation that it advised the employment service delivery system that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state, and provide the employment service delivery system with the name and address of each of its hiring locations within the state and the contact information for the contractor official responsible for hiring at each location.
 - (ii) Documentation of Melissa Data outreach and positive recruitment activities that are reasonably designed to effectively recruit protected veterans which may include such items as job fair participation, university recruitment, online job postings, monthly networking event, brown bag lunch information sessions, employer staff briefing events, hosting hiring events, and other contractor, self-directed events and participations. Melissa Data will provide copies of letters, memos, records of telephone calls, and other documents generated in the normal course of business between Melissa Data and recruitment sources. Melissa Data will also provide its assessment of the effectiveness of each of its outreach and positive recruitment activities for protected veterans, as well as a copy of its annual assessment of the overall effectiveness of the totality of its outreach efforts.

Melissa Data will submit reports to (b) (7)(C), (b) (7)(E) by email (b) (6), (b) (7)(C)@dol.gov).
Melissa Data 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 Melissa Data provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and Melissa Data believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Melissa Data will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Melissa Data of the FOIA request and provide Melissa Data 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 Melissa Data's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Melissa Data in writing within sixty (60) days of the date of the final progress report that Melissa Data 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 Melissa Data within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Melissa Data has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Melissa Data Corporation, 22382 Avenida Empresa, Rancho Santa Margarita, CA.

DATE: 10/7/2021

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

Raymond Melissa
President
Melissa Data Corporation
Rancho Santa Margarita, CA

DATE:

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

Hector M. Sanchez
Area Director
Pacific Region

DATE: _____

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

(b) (6), (b) (7)(E)
Compliance Officer
Pacific Region