

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
and  
Zin Technologies, Inc.  
6745 Engle Road  
Middleburg Heights, Ohio 44130

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated Zin Technologies, Inc. establishment (hereinafter Zin Technologies) located at 6745 Engle Road, Middleburg Heights, Ohio 44130, beginning on May 13, 2021. OFCCP found that Zin Technologies failed to comply with the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and its respective implementing regulations at 41 CFR 60-300 due to the specific violations cited in Part II below.

OFCCP notified Zin Technologies of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on November 24, 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 Zin Technologies 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 Zin Technologies' fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Zin Technologies 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 Zin Technologies compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Zin Technologies 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 Zin Technologies 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. Zin Technologies 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 Zin Technologies submits its final progress report required in Section IV, below, unless OFCCP notifies Zin Technologies in writing before the expiration date that Zin Technologies 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 Zin Technologies has met all of its obligations under the Agreement.
10. If Zin Technologies violates this Agreement:
  - a. The procedures at 41 C.F.R. 60-300.63 will govern:
    - i. OFCCP will send Zin Technologies a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. Zin Technologies 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 Zin Technologies 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 Zin Technologies, 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. Zin Technologies 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. Zin Technologies neither admits nor denies any violation of 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 October 1, 2020 to September 30, 2021, Zin Technologies failed to include the equal opportunity clause for VEVRAA in each of its covered Government contracts or subcontracts, as required by 41 CFR 60-300.5(a)-(d). Specifically, Zin Technologies only referenced Federal Acquisition Regulations (FAR) regarding VEVRAA, not the specific equal opportunity clause citation for VEVRAA and the required language, as required by 41 CFR 60-300.5(d).

Remedy: Zin Technologies will include the equal opportunity clauses in each of its covered Government contracts and subcontracts, as required by 41 CFR 60-300.5(a)-(d). The clause may be part of the contract by citation to 41 CFR 60-300.5(a) and inclusion of the following language, in bold text, after the citation: “This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.”

2. Violation: During the period October 1, 2020 to September 30, 2021, Zin Technologies failed to immediately list all employment openings, which existed at the time of the execution of the contract, with the state workforce agency job bank or with the local employment service delivery system where the opening occurred, as required by 41

CFR 60-300.5(a)2-6. Specifically, Zin Technologies only listed employment openings, which occurred in Ohio with the appropriate employment service delivery system, not employment openings which occurred in any other state.

Remedy: Zin Technologies will list all employment openings which existed at the time of the execution of the contract, with the appropriate employment service delivery system (either the state workforce agency job bank or employment service delivery system) where the openings occur. Listing employment openings with the state workforce agency job bank or with the local employment service delivery system where the openings occurs will satisfy the requirement to list jobs with the appropriate employment service delivery system. Zin Technologies must advise the employment service delivery system in each state where it has establishments, that (a) it is a federal contractor, so that the employment service delivery systems are able to identify them as such; and (b) it desires priority referrals from the state 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 Zin Technologies' official responsible for hiring at each location, as required by 41 CFR 60-300.5(a)4. Should any of the information in the disclosure change since it was last reported to the employment service delivery system, Zin Technologies shall provide updated information simultaneously with its next job listing.

3. Violation: During the period October 1, 2020 to September 30, 2021, Zin Technologies failed to establish a hiring benchmark to measure its progress toward achieving equal employment opportunity for protected veterans, in violation of 41 CFR 60-300.45. Specifically, Zin Technologies failed to use one of two methods in establishing a hiring benchmark to measure its progress toward achieving equal employment opportunity for protected veterans, in violation of 41 CFR 60-300.45.

Remedy: Zin Technologies agrees to establish a hiring benchmark for each of its establishments, on an annual basis, using one of the two methods prescribed in 41 CFR 60-300.45(b). Zin Technologies agrees to document its hiring benchmark, and, if Zin Technologies sets its benchmark using the five-factor approach described in 41 CFR 60-300.45(b)(2), it must also document each factor that it considered in establishing its benchmark and the relative significance it accorded to each one. Zin Technologies agrees to retain these records for three years, as required by 41 CFR 60-300.45(c).

#### IV. OFCCP Monitoring Period

1. **Recordkeeping.** Zin Technologies 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. Zin Technologies will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

## 2. **Contractor Reports.**

Zin Technologies agrees to furnish OFCCP with the following reports during the Monitoring Period. Each report will contain the documentation specified according to the dates scheduled:

- a. Progress Report 1: Due on July 15, 2022 covering the period from the Effective Date of this Agreement through June 30, 2022.

Documentation of the following:

- 1) Copy of corrected contract and subcontract, which includes reference to the VEVRAA equal opportunity clause.
- 2) Evidence all suitable job openings were listed with the appropriate state employment service delivery system.
- 3) Copy of corrected VEVRAA hiring benchmark, including a description of the methodology used to establish the hiring benchmark.

- b. Progress Report 2: Due on January 15, 2023 covering the period of July 1, 2022 through December 31, 2022.

Documentation of the following:

- 1) Evidence that all suitable job openings were listed with the appropriate state employment service delivery system.

Zin Technologies will submit reports to (b) (6), (b) (7)(E) Compliance Officer, at (b) (6), (b) (7)(C)@dol.gov. Zin Technologies 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 Zin Technologies provides in accordance with this Agreement are customarily kept private or closely-held, and Zin Technologies believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Zin Technologies will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents.

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 Zin Technologies final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Zin Technologies in writing within sixty (60) days of the date of the final progress report that Zin Technologies 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 Zin Technologies within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the

date that OFCCP determines Zin Technologies has met all of its obligations under the Agreement.

## V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Zin Technologies, Inc., 6745 Engle Road, Middleburg Heights, Ohio 44130.

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

Denise Ybarra/VP Admin for

Daryl Z. Laisure  
President and CEO  
Zin Technologies, Inc.  
Middleburg Heights, Ohio

DATE: \_\_12-6-2021\_\_

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

Phyllis E. Lipkin  
District Director  
Midwest Region  
Columbus Area Office

DATE: \_\_\_\_\_

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

Karen Johnson-Robinson  
Assistant District Director  
Midwest Region  
Columbus Area Office

DATE: \_\_\_\_\_

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

(b) (6), (b) (7)(E)

Compliance Officer  
Midwest Region  
Columbus Area Office

DATE: \_\_\_\_\_