

**Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
Encompass Digital Media, Inc**

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Encompass Digital Media, Inc. (Encompass) establishment located at 3845 Pleasantdale Road, Atlanta, GA 30340-4205, beginning on March 25, 2021. OFCCP found that Encompass failed to comply with Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and its respective implementing regulations at 41 CFR 60-741.41.

OFCCP notified Encompass of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on December 20, 2021.

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

The attachments to this Agreement are deemed incorporated into this Agreement.

II. General Terms and Conditions

1. In exchange for Contractor'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 violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Encompass violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Encompass' compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Encompass 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 it requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves Encompass 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. Encompass 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.

Encompass Digital Media, Inc. (R00300550)
Conciliation Agreement

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 Sybil Shy-Demmons.
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 Encompass submits its progress report required in Section IV, below, unless OFCCP notifies Encompass in writing before the expiration date that Encompass 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 Encompass has met all of its obligations under the Agreement.
10. If Encompass violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-741.63 will govern:
 - i. OFCCP will send Encompass a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. The Encompass 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 Encompass is unable to demonstrate that it has not violated the Agreement, or if OFCCP's 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 Encompass, 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 agreed to in the Agreement.
 - b. Encompass may be subject to the sanctions set forth in 41 C.F.R. 60-741.66 (2014), and/or other appropriate relief for violating this Agreement.

11. Encompass neither admits nor denies 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.

B. Technical Violations and Remedies

1. **VIOLATION:** During the period December 9, 2018 through December 31, 2019, Encompass failed to make available its Section 503 AAP to all employees and/or applicants for employment for inspection upon request; and post the location and hours during which the AAP could be obtained, as required by 41 CFR 60-741.41.

REMEDY: Encompass will make available its Section 503 AAP, absent the data metrics required by 41 CFR 60-741.44(k), to all employees and/or applicants for employment for inspection upon request; and post the location and hours during which the AAP can be obtained, as required by 41 CFR 60-741.41.

2. **VIOLATION:** During the period December 9, 2018 through December 31, 2019, Encompass failed to train its personnel to ensure that EEO and affirmative action program commitments were implemented, as required by 41 CFR 60-741.44(j).

REMEDY: Encompass will train its personnel to ensure that EEO and affirmative action program commitments are implemented, as required by 41 CFR 60-741.44(j).

C. OFCCP Monitoring Period

1. **Recordkeeping.** Encompass agrees to retain all records relevant to the violations cited in Sections 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. Encompass will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Encompass Reports.**

Encompass 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 of January 1, 2022 through June 30, 2022.

Documentation of Encompass making available its Section 503 AAP to all employees and/or applicants for employment available for inspection upon request; and post the location and hours during which the AAP could be obtained. The documentation should include, but not limited to; pictures of the notice posted in inconspicuous places informing employee/ and or applicants for employment of the hours and location in which the AAP could be viewed, obtained, and/or available for inspection.

b. Progress Report 2: Due on January 16, 2023 covering the period of July 1, 2022 through December 31, 2022.

Documentation of Encompass training its personnel to ensure that EEO and affirmative action program commitments are implemented. The documentation should include, but not limited to; a copy of a sign in log of all personnel that attended the EEO and affirmative action program training. The log should include, but not limited to the following information for each personnel in attendance of the aforementioned training: name; race; gender; job title; date of hire; date the training was attended; date the training was completed; and a verified signature of completion (electronic signature, pin, etc.).

Encompass will submit reports to Compliance Officer, **Ex (6), Ex (7)(E)** at **Ex (6), Ex (7)(C)** [@dol.gov](mailto:Ex (6), Ex (7)(C)@dol.gov). Encompass 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 Encompass provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and Encompass believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Encompass will provide such reports to OFCCP marked as “Confidential”. In the event of a FOIA request, OFCCP will promptly notify Encompass of the FOIA request and provide

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

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Encompass Digital Media, Inc. Atlanta, GA 30340-4205

Ex (6), Ex (7)(C)

William Tilson
Chief Executive Officer
Encompass Digital Media Inc
Atlanta, GA 30340-4205

DATE: 01/07/2022

Ex (6), Ex (7)(C)

Sybil Shy-Demmons
District Director-Atlanta
Southeast

DATE: 01/11/2022

Ex (6), Ex (7)(C)

Ex (6), Ex (7)(E)

Compliance Officer-Atlanta
Southeast

DATE: 01/10/2022