

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
Marvin Engineering Co Inc

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated Marvin Engineering Co Inc's (Marvin Engineering) establishment located at 261 W Beach Avenue, Inglewood, California, beginning on December 15, 2020. OFCCP found that Marvin Engineering 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 CFR 60-741.42.

OFCCP notified Marvin Engineering of the specific violation and corrective action required in a Notice of Violation issued on November 10, 2021.

In the interest of resolving the violation without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Marvin Engineering 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 Marvin Engineering'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 Marvin Engineering 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 Marvin Engineering'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. Marvin Engineering 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 Marvin Engineering 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. Marvin Engineering 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, including its attachments, 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 Marvin Engineering submits its final progress report required in Section VIII, below, unless OFCCP notifies Marvin Engineering in writing before the expiration date that Marvin Engineering 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 Marvin Engineering has met all of its obligations under the Agreement.
10. If Marvin Engineering violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-300.63 will govern:
 - i. OFCCP will send Marvin Engineering a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Marvin Engineering 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 Marvin Engineering 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 Marvin Engineering, 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. Marvin Engineering may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, 41 C.F.R. 60-741.66 (2014), or 41 C.F.R. 60-300.66 (2014), and/or other appropriate relief for violating this Agreement.
11. Marvin Engineering 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 Violation and Remedy

VIOLATION: During the period January 1, 2020 through December 31, 2020, Marvin Engineering failed to invite its employees and applicants for 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. Specifically, Marvin Engineering failed to invite self-identification at the pre-offer and post-offer stages.

REMEDY: Marvin Engineering shall invite both its applicants for employment, and its employees, to voluntarily self-identify as an individual with a disability, in accordance with 41 CFR 60-741.42. All invitations to self-identify must be made using the OMB-approved form for this purpose (available on the OFCCP website). More specifically, Marvin Engineering shall invite each of its applicants for employment, prior to an offer of employment, to voluntarily inform it 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). Marvin Engineering shall also invite each of its applicants for employment, after an offer of employment has been made and before the applicant begins work, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability. Lastly, Marvin Engineering shall invite each of its employees to voluntarily self-identify as an individual with a disability at five year intervals. At least once during each interval, Marvin Engineering shall remind its employees that they may voluntarily update their disability-

related self-identification information at any time. Marvin Engineering 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.** Marvin Engineering 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. Marvin Engineering will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Contractor Report.**

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

- a. **Progress Report:** Due on January 30, 2023 covering the period of January 1, 2022 through December 31, 2022.
 - i. Documentation showing Marvin Engineering has invited its applicants for employment to voluntarily self-identify as an individual with disability at both pre-offer and post offer stages of the hiring process using the current OMB-approved form.
 - ii. Documentation showing Marvin Engineering has invited each of its employees to voluntarily self-identify as an individual with a disability.

Marvin Engineering will submit report to Compliance Officer (b) (6), (b) (7)(E) at (b) (6), (b) (7)(C)@dol.gov. Marvin Engineering and OFCCP have a common interest in the information being provided in the report pursuant to this Agreement. To the extent the report Marvin Engineering provides in accordance with this Agreement contains trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and Marvin Engineering believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Marvin Engineering will provide such report to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Marvin Engineering of the FOIA request and provide Marvin Engineering 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 Marvin Engineering's progress report as set forth in Part II, Paragraph 9 above. If OFCCP fails to notify Marvin Engineering in writing within sixty (60) days of the date of the final progress report that Marvin Engineering has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies Marvin Engineering within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Marvin Engineering has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Co Inc, 261 West Beach Avenue, Inglewood, California.

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

David Gussman
President and COO
Marvin Engineering Co Inc
Inglewood, California

Vice President People & Culture
February 1, 2022

DATE: February 10, 2022

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

Agnes Huang
District Director
OFCCP – Los Angeles District Office

DATE: _____