

**Conciliation Agreement
Between the
U.S. Department of Labor
Office of Federal Contract Compliance Programs**

and

**Hughes Group LLC
3701 South Lawrence Street
Tacoma, WA 98409**

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Hughes Group LLC (hereinafter "Hughes" or "Contractor") establishment located at 3701 South Lawrence Street, Tacoma, WA 98409-5717, beginning on July 27, 2021. OFCCP found that Contractor failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and their respective implementing regulations at 41 CFR Chapter 60.

OFCCP notified Contractor of the specific violation(s) and the corrective action(s) required in a Notice of Violation (NOV) issued on February 11, 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 Contractor 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 Contractor's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246 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 Contractor 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 Contractor'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. Contractor 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 Contractor of its obligation to fully comply with the requirements of E.O. 11246 and VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. Contractor 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 Contractor submits its final progress report required in Section IV, below, unless OFCCP notifies Contractor in writing before the expiration date that Contractor 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 Contractor has met all of its obligations under the Agreement.
10. If Contractor violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34, and/or 41 C.F.R. 60-300.63 will govern:
 - i. OFCCP will send Contractor a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. The Contractor 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 Contractor 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 Contractor, 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. Contractor may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27 or 41 C.F.R. 60-300.66, and/or other appropriate relief for violating this Agreement.
11. Contractor does not admit any violation of the Executive Order 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. Violations and Remedies

1. **VIOLATION:** During the period July 1, 2020 through June 30, 2021, Hughes failed to include (or ensure the inclusion of) in all solicitations and advertisements for employees, a statement that all qualified applicants will be considered for employment and will not be discriminated against based on their protected veteran status, in violation of 41 CFR 60-300.5(a)(12).

REMEDY: Hughes shall include (or ensure the inclusion of) in all solicitations and advertisements for employees, a statement that all qualified applicants will be considered for employment and will not be discriminated against on the basis of their protected

veteran status, in accordance with 41 CFR 60-300.5(a)(12). Hughes will provide reports to OFCCP verifying compliance.

2. **VIOLATION:** During the period July 1, 2020 through June 30, 2021, Hughes failed to make available its VEVRAA 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 60-300.41.

REMEDY: Hughes shall make available its VEVRAA AAP, absent the data metrics required by 41 CFR 60-300.44(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 60-300.41. Hughes shall provide reports to OFCCP verifying compliance.

3. **VIOLATION:** During the period July 1, 2020 through June 30, 2021, Hughes 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: Hughes must 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 Hughes, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, Hughes must 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, Hughes shall provide updated information simultaneously with its next job listing. Hughes shall provide reports to OFCCP verifying compliance.

4. **VIOLATION:** During the period July 1, 2020 through June 30, 2021, Hughes failed to confidentially maintain the medical information of applicants and employees, obtained in accordance with 41 CFR 60-300.23, as required by 41 CFR 60-300.23(d). Specifically, during the facility inspection, it was found that the confidential information was kept in the personnel file with a divider.

REMEDY: Hughes shall confidentially maintain medical information obtained in accordance with 41 CFR 60-300.23. Specifically, any information obtained under 41 CFR 60-300.23 regarding the medical condition or history of any applicant or employee must be collected and maintained on separate forms and in separate medical files and treated as a confidential medical record, except that: supervisors and managers may be

informed regarding necessary restrictions on the work or duties of the applicant or employee and necessary accommodations; first aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment; and Government officials engaged in enforcing the laws administered by OFCCP, including this part, or enforcing the Americans with Disabilities Act, as amended, shall be provided relevant information on request. Hughes shall provide reports to OFCCP verifying compliance.

5. **VIOLATION:** During the period July 1, 2020 through June 30, 2021, Hughes failed to consistently invite applicants to inform it whether the applicant believes that he or she is a veteran protected by VEVRAA in violation of 41 CFR 60-300.42. This is a repeat of violation 9 of the 2013 conciliation agreement.

REMEDY: Hughes shall invite applicants to inform it whether the applicant believes that he or she is a veteran protected by VEVRAA, as required by 41 CFR 60-300.42. More specifically, Hughes shall invite applicants for employment, prior to an offer of employment, to voluntarily identify as a protected veteran. Additionally, Hughes shall invite applicants for employment, after an offer of employment but before applicants begin their job duties, to voluntarily inform it whether the applicant believes that he or she is a protected veteran. Hughes may invite the applicant to also indicate if he or she belongs to one or more of the specific categories of protected veterans, as defined by 41 CFR 60-300.2(q). All invitations to self-identify as a protected veteran must comply with the requirements of 41 CFR 60-300.42(c). Hughes 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 60-300.42(e). Hughes shall provide reports to OFCCP verifying compliance.

6. **VIOLATION:** Hughes failed to update its VEVRAA AAP as required by 41 CFR 60-300.40(b), (c). Specifically, Hughes failed to update its AAP since 2012.

REMEDY: Hughes shall update its AAP annually as required by 41 CFR 60-300.40(b), (c). The AAP shall contain all required elements as described in 41 CFR 60-300.44. Hughes shall provide reports to OFCCP verifying compliance.

7. **VIOLATION:** During the period July 1, 2020 through June 30, 2021, Hughes failed to notify its employees of its obligations to provide equal employment opportunity, as required by 41 CFR 60-300.44. Specifically, Hughes failed to update and publicly post the policy statement element described in 41 CFR 60-300.44(a).

REMEDY: Hughes must update and include the policy statement element described in 41 CFR 60-300.44(a) in its VEVRAA AAP. Hughes must further post the policy for all employees to review in conspicuous areas at company facilities. Hughes shall provide reports to OFCCP verifying compliance.

8. **VIOLATION:** During the period July 1, 2020 through June 30, 2021, Hughes failed to perform a review of its personnel processes to ensure non discriminatory policy is being carried out. Specifically, Hughes' AAP failed to perform and update the review of personnel processes element described in 41 CFR 60-300.44(b).

REMEDY: Hughes must perform, update, and include in its VEVRAA AAP the review of personnel process element described in 41 CFR 60-300.44(b), as required by 41 CFR 60-300.44. Hughes shall provide reports to OFCCP verifying compliance.

9. **VIOLATION:** During the period July 1, 2020 through June 30, 2021, Hughes failed to perform a review of all physical and mental job qualifications to ensure that, to the extent qualification standards tend to screen out qualified disabled veterans, they are job-related for the position in question and are consistent with business necessity. Further, Hughes failed to provide a schedule for the review of all physical and mental job qualifications standards, as required by 41 CFR 60-300.44(c)(1).

REMEDY: Hughes must perform and update the review of all physical and mental job qualifications standards to ensure that, to the extent qualification standards tend to screen out qualified disabled veterans, they are job-related for the position in question and are consistent with business necessity, as required by 41 CFR 60-300.44(c)(1). Hughes shall include in its VEVRAA AAP a schedule for performing such reviews. Hughes shall provide reports to OFCCP verifying compliance.

10. **VIOLATION:** During the period July 1, 2020 through June 30, 2021, Hughes failed to properly communicate and notify employees about how to attain a reasonable accommodation. Specifically, Hughes' AAP failed to update the reasonable accommodation to physical and mental limitations element described in 41 CFR 60-300.44(d).

REMEDY: Hughes must update and include in its VEVRAA AAP the reasonable accommodation to physical and mental limitations element described in 41 CFR 60-300.44(d), as required by 41 CFR 60-300.44. Hughes shall communicate and notify employees through training or other notification, of how to attain a reasonable accommodation if necessary. Hughes shall provide reports to OFCCP verifying compliance.

11. **VIOLATION:** During the period July 1, 2020 through June 30, 2021, Hughes failed to properly communicate and notify employees about how to file complaints regarding harassment. Specifically, Hughes' VEVRAA AAP failed to update the harassment element described in 41 CFR 60-300.44(e).

REMEDY: Hughes must update and include in its VEVRAA AAP the harassment element described in 41 CFR 60-300.44(e), as required by 41 CFR 60-300.44. Hughes shall communicate with employees, through training or other notification to ensure that

its employees are not harassed. Hughes shall provide reports to OFCCP verifying compliance.

- 12. VIOLATION:** During the period July 1, 2020 through June 30, 2021, Hughes failed to send written notification of its policy related to its affirmative action efforts to all subcontractors, including subcontracting vendors and suppliers, requesting appropriate action on their part, in violation of 41 CFR 60-300.44(f)(1)(ii).

REMEDY: Hughes must send written notification of its policy related to its affirmative action efforts to all subcontractors, including subcontracting vendors and suppliers, requesting appropriate action on their part, in accordance with 41 CFR 60-300.44(f)(1)(ii). Hughes shall provide reports to OFCCP verifying compliance.

- 13. VIOLATION:** During the period July 1, 2020 through June 30, 2021, Hughes 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: Hughes must 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 Hughes 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). Hughes shall provide reports to OFCCP verifying compliance.

- 14. VIOLATION:** During the period July 1, 2020 through June 30, 2021, Hughes failed to communicate its obligation to engage in affirmative action towards protected veterans or to develop and explain procedures for doing so in its VEVRAA AAP, as required by 41 CFR 60-300.44(g).

REMEDY: Hughes must communicate its obligations as an affirmative action employer and include in its VEVRAA AAP the internal EEO policy dissemination element described in 41 CFR 60-300.44(g), as required by 41 CFR 60-300.44. Hughes shall provide reports to OFCCP verifying compliance.

- 15. VIOLATION:** During the period July 1, 2020 through June 30, 2021, Hughes failed to implement and maintain an audit and reporting system as required by 41 CFR 60-300.44(h).

REMEDY: Hughes must update, implement, maintain and include in its VEVRAA AAP the audit and reporting system element described in 41 CFR 60-300.44(h), as required by 41 CFR 60-300.44. Hughes shall provide reports to OFCCP verifying compliance.

- 16. VIOLATION:** During the period July 1, 2020 through June 30, 2021, Hughes failed to designate a management official to be responsible for the direction, management and

maintenance of the Affirmative Action Plan. Specifically, Hughes' AAP failed to include a statement that identifies the person(s) designated to direct, manage, and ensure the implementation of its AAP, as required by 41 CFR 60-300.44(i).

REMEDY: Hughes must designate a management official who shall be responsible to direct, manage, and ensure the implementation of its VEVRAA AAP, as required by 41 CFR 60-300.44(i). Hughes shall further include a statement in its VEVRAA AAP that identifies the person(s) designated, and the responsibilities hereto. Hughes shall provide reports to OFCCP verifying compliance.

- 17. VIOLATION:** During the period July 1, 2020 through June 30, 2021, Hughes failed to perform training for personnel involved in the recruitment, screening, selection, promotion, disciplinary and related processes to ensure that the commitments in the contractor's affirmative action plan are implemented. Specifically, Hughes' AAP failed to update and perform the training element described in 41 CFR 60-300.44(j).

REMEDY: Hughes must perform training for personnel involved in the recruitment, screening, selection, promotion, disciplinary and related processes to ensure that the commitments in the contractor's affirmative action plan are implemented. Hughes must further update and include in its VEVRAA AAP the training element described in 41 CFR 60-300.44(j), as required by 41 CFR 60-300.44. Hughes shall provide reports to OFCCP verifying compliance.

- 18. VIOLATION:** During the period July 1, 2020 through June 30, 2021, Hughes failed to document computations or comparisons pertaining to applicants and hires, as required by 41 CFR 60-300.44. Specifically, Hughes' AAP failed to include the data collection analysis element described in 41 CFR 60-300.44(k).

REMEDY: Hughes must include in its VEVRAA AAP the data collection analysis element described in 41 CFR 60-300.44(k), as required by 41 CFR 60-300.44. Specifically, the contractor shall document the following computations or comparisons pertaining to applicants and hires on an annual basis and maintain them for a period of three (3) years (1) The number of applicants who self-identified as protected veterans pursuant to § 60-300.42(a), or who are otherwise known as protected veterans; (2) The total number of job openings and total number of jobs filled; (3) The total number of applicants for all jobs; (4) The number of protected veteran applicants hired; and (5) The total number of applicants hired. Hughes shall provide reports to OFCCP verifying compliance.

- 19. VIOLATION:** During the period July 1, 2020 through June 30, 2021, Hughes failed to document the hiring benchmark it established and failed to maintain hiring benchmark records for three years, as required in 41 CFR 60-300.45(c).

REMEDY: Hughes must 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).

Hughes must document its hiring benchmark, and, if Hughes 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. Hughes must retain these records for three years, as required by 41 CFR 60-300.45(c). Hughes shall provide reports to OFCCP verifying compliance.

20. VIOLATION: Hughes failed to create, maintain and update an AAP under E.O. 11246 as required by 41 CFR §§ 60-1.40 and 60-2.1 *et. seq.* This is a repeat of violation 1 of the 2013 conciliation agreement.

REMEDY: Hughes shall develop, implement, and annually update a written AAP pursuant to Executive Order 11246 and in accordance with the regulations found at 41 CFR §§ 60-1.40 and 60-2.1 *et. seq.* . Hughes shall provide reports to OFCCP verifying compliance.

IV. OFCCP Monitoring Period

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

2. **Contractor Reports.**

Contractor agrees to furnish OFCCP with the following reports during the Monitoring Period. Each report will contain the documentation specified according to the dates scheduled: In order for OFCCP to monitor Hughes' progress toward fulfilling the provisions of this Agreement, Hughes will submit four (4) reports. Reports should be submitted electronically to Sean Ratliff, District Director, at (b) (7)(C), (b) (6) @dol.gov, with a courtesy copy to (b) (7)(C), (b) (7)(E) at (b) (7)(C), (b) (7)(E) @dol.gov.

A. FIRST REPORT – Due within 30 calendar days of the Effective Date of this Agreement, Hughes will submit:

- 1) An update affirmative action plan under E.O. 11246 for the 2022 year, which is compliant with 41 CFR 60-2.10 through 2.17.
- 2) An updated Affirmative Action Plan under VEVRAA for the 2022 year, which is compliant with 41 CFR 60-300.44.
- 3) Evidence of Hughes' revised procedures for ensuring that all applicants, including those who later may be disqualified from employment, are provided an invitation to self-identify their race, gender, disability status, and

status as a protected veteran. The evidence will include copies of the self-identification forms, explanation as to when and how these forms are provided for all applicants, and evidence that the forms are in fact being provided. Hughes will also provide evidence that it has in place a method for tracking self-ID for purposes of its affirmative action program.

- 4) Evidence that all managers, supervisors and other personnel involved in recruiting, selecting, or tracking applicants have been trained on the revised hiring process. The documentation must include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed in the training, and the name and job title of each person who conducted the training.
- 5) Evidence that Hughes has created an account with the Washington State Employment Service (WSES), notified it that Hughes is a federal contractor requesting priority referrals of veterans for employment, and begun listing open positions with WSES.
- 6) Evidence that Hughes is now including an appropriate EEO statement in all job postings or other solicitations for employment.
- 7) Evidence that Hughes is posting at its facilities a compliant EEO policy and a notice of when and where employees can review the VEVRAA AAP.
- 8) Evidence that medical information and self-ID forms are being maintained in confidential files, separate and apart from the standard personnel file for employees.
- 9) Evidence that Hughes is including a notice of affirmative action obligations to subcontractors.
- 10) Evidence that Hughes has disseminated its EEO policies to employees and unions, if applicable.
- 11) Evidence that Hughes has conducted an internal audit of its personnel processes to ensure careful, thorough, and systematic consideration of veterans.
- 12) Evidence that Hughes has established a benchmark for hiring veterans.
- 13) Written analyses of Hughes' outreach and recruitment efforts toward veterans.
- 14) Applicant and hiring data for the preceding year pursuant to 41 CFR 60-300.44(k).

B. SECOND REPORT – Due no later than **January 31, 2023**, Hughes will submit:

- 1) An affirmative action plan under E.O. 11246 for the 2023 year, which is compliant with 41 CFR 60-2.10 through 2.17.
- 2) An Affirmative Action Plan under VEVRAA for the 2023 year, which is compliant with 41 CFR 60-300.44.
- 3) Data for the prior year (2022) showing that Hughes was able to track the race, gender, disability, and veteran status for all applicants, hires, promotions, and terminations.
- 4) Evidence that all managers, supervisors and other personnel involved in recruiting, selecting, or tracking applicants were trained on Hughes' responsibilities as an affirmative action employer.
- 5) Evidence that Hughes maintained an account with the Washington State Employment Service (WSES) and listed all open positions with WSES during 2022.
- 6) Evidence that Hughes included an appropriate EEO statement in all job postings or other solicitations for employment in 2022.
- 7) Evidence that Hughes posted a compliant EEO policy and a notice of when and where employees can review the VEVRAA AAP.
- 8) Certification that medical information and self-ID forms continue to be maintained in confidential files, separate and apart from the standard personnel file for employees.
- 9) Evidence that Hughes including a notice of affirmative action obligations to subcontractors during 2022.
- 10) Evidence that in 2022 Hughes disseminated its EEO policies to employees and unions, if applicable.
- 11) Evidence that Hughes conducted an internal audit of its personnel processes in 2022 to ensure careful, thorough, and systematic consideration of veterans.
- 12) Evidence that Hughes established a benchmark for hiring veterans as part of its 2023 VEVRAA AAP.

13) Written analyses of Hughes' outreach and recruitment efforts toward veterans during 2022.

14) Applicant and hiring data for 2022 pursuant to 41 CFR 60-300.44(k).

C. THIRD REPORT – Due no later than January 31, 2024, Hughes will submit:

- 1) An affirmative action plan under E.O. 11246 for the 2024 year, which is compliant with 41 CFR 60-2.10 through 2.17.
- 2) An Affirmative Action Plan under VEVRAA for the 2024 year, which is compliant with 41 CFR 60-300.44.
- 3) Data for the prior year (2023) showing that Hughes was able to track the race, gender, disability, and veteran status of all applicants, hires, promotions, and terminations.
- 4) Evidence that all managers, supervisors and other personnel involved in recruiting, selecting, or tracking applicants were trained on Hughes' responsibilities as an affirmative action employer.
- 5) Evidence that Hughes maintained an account with the Washington State Employment Service (WSES) and listed all open positions with WSES during 2023.
- 6) Evidence that Hughes included an appropriate EEO statement in all job postings or other solicitations for employment in 2023.
- 7) Evidence that Hughes posted a compliant EEO policy and a notice of when and where employees can review the VEVRAA AAP.
- 8) Certification that medical information and self-ID forms continue to be maintained in confidential files, separate and apart from the standard personnel file for employees.
- 9) Evidence that Hughes including a notice of affirmative action obligations to subcontractors during 2023.
- 10) Evidence that in 2023 Hughes disseminated its EEO policies to employees and unions, if applicable.
- 11) Evidence that Hughes conducted an internal audit of its personnel processes in 2023 to ensure careful, thorough, and systematic consideration of veterans.
- 12) Evidence that Hughes established a benchmark for hiring veterans as part of

its 2024 VEVRAA AAP.

13) Written analyses of Hughes' outreach and recruitment efforts toward veterans during 2023.

14) Applicant and hiring data for 2023 pursuant to 41 CFR 60-300.44(k).

D. FOURTH REPORT – Due no later than January 31, 2025, Hughes will submit:

- 1) An affirmative action plan under E.O. 11246 for the 2025 year, which is compliant with 41 CFR 60-2.10 through 2.17.
- 2) An Affirmative Action Plan under VEVRAA for the 2025 year, which is compliant with 41 CFR 60-300.44.
- 3) Data for the prior year (2024) showing that Hughes was able to track the race, gender, disability, and veteran status of all applicants, hires, promotions, and terminations.
- 4) Evidence that all managers, supervisors and other personnel involved in recruiting, selecting, or tracking applicants were trained on Hughes' responsibilities as an affirmative action employer.
- 5) Evidence that Hughes maintained an account with the Washington State Employment Service (WSES) and listed all open positions with WSES during 2024.
- 6) Evidence that Hughes included an appropriate EEO statement in all job postings or other solicitations for employment in 2024.
- 7) Evidence that Hughes posted a compliant EEO policy and a notice of when and where employees can review the VEVRAA AAP.
- 8) Certification that medical information and self-ID forms continue to be maintained in confidential files, separate and apart from the standard personnel file for employees.
- 9) Evidence that Hughes including a notice of affirmative action obligations to subcontractors during 2024.
- 10) Evidence that in 2024 Hughes disseminated its EEO policies to employees and unions, if applicable.
- 11) Evidence that Hughes conducted an internal audit of its personnel processes in 2024 to ensure careful, thorough, and systematic consideration of veterans.

- 12) Evidence that Hughes established a benchmark for hiring veterans as part of its 2024 VEVRAA AAP.
 - 13) Written analyses of Hughes' outreach and recruitment efforts toward veterans during 2024.
 - 14) Applicant and hiring data for 2024 pursuant to 41 CFR 60-300.44(k).
3. **FOIA.** Contractor 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 Contractor provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and the Contractor believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Contractor will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Contractor of the FOIA request and provide Contractor an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.
 4. **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 Contractor personally warrants that he or she is fully authorized to do so, that Contractor has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Contractor.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Hughes Group LLC, located at 3701 South Lawrence Street, Tacoma, WA 98409-5712.

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

PATRICK HUGHES, SR.
Chief Executive Officer
Hughes Group LLC

Date: 3/2/22

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

SEAN RATLIFF
District Director
OFCCP San Diego District Office

Date: 3/7/2022

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

KATRINA GALAVOTTI
Finance Manager
Hughes Group LLC

Date: 2-28-22

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

(b) (7)(C), (b) (7)(E)
Compliance Officer
OFCCP San Diego District Office

Date: _____

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

NEIL MATHURA
Chief Operations Officer
Hughes Group LLC

Date: 2-28-2022