

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Trailboss-TX, LLC

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Trailboss-TX, LLC (hereinafter “Trailboss Enterprises”) establishment located at 300 N. FM 509, Harlingen, Texas, beginning on April 15, 2021. OFCCP found that Trailboss Enterprises 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 C.F.R. 60-300.

OFCCP notified Contractor of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on [February 3, 2022].

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 Trailboss Enterprises 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 Trailboss Enterprises’ 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 Trailboss Enterprises 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 Trailboss Enterprises’ compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Trailboss Enterprises 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 Trailboss Enterprises of its obligation to fully comply with the requirements of Executive Order 11246, as amended (E.O. 11246 or the Executive Order), Section 503 of the Rehabilitation Act of 1973, as amended (Section 503), VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. Trailboss Enterprises 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 Trailboss Enterprises submits its final progress report required in Section IV, below, unless OFCCP notifies Trailboss Enterprises in writing before the expiration date that Trailboss Enterprises 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 Trailboss Enterprises has met all of its obligations under the Agreement.
 10. If Trailboss Enterprises violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-300.63 will govern:
 - i. OFCCP will send Trailboss Enterprises a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. Trailboss Enterprises 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 Trailboss Enterprises 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 Trailboss Enterprises, 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. Trailboss Enterprises 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. Trailboss Enterprises 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:** During the period January 1, 2020 through December 31, 2020, Trailboss Enterprises failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 C.F.R. 60-300.80(a). Specifically, Trailboss Enterprises hired individuals in 2020, but did not maintain copies of the corresponding job advertisements.

Remedy: Trailboss Enterprises will keep and preserve complete and accurate personnel and employment records, in accordance with 41 C.F.R. 60-300.80(a), and will keep and preserve those records specified in 41 C.F.R. 60-300.80(b) for a period of three years from the date of the making of the record.

2. **Violation:** During the period January 1, 2020 through December 31, 2020, Trailboss Enterprises failed to include the equal opportunity clause for VEVRAA in its subcontracts and/or purchase orders, either directly or by reference, in the prescribed manner, in violation of 41 C.F.R. 60-300.5(a)-(d).

Remedy: Trailboss Enterprises will include or reference the provisions of the equal opportunity clause in its subcontracts and purchase orders, as required by 41 C.F.R. 60-300.5(a)-(d). If Trailboss Enterprises incorporates the equal opportunity clause in its subcontracts and purchase orders by reference, rather than by restating the clause

verbatim, it will incorporate the clause in the manner prescribed by 41 C.F.R. 60-300.5(d).

IV. OFCCP Monitoring Period

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

2. **Contractor Reports.**

Trailboss Enterprises 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 August 30, 2022 covering the period of February 1, 2022 through July 31, 2022 (unless otherwise noted).
 - i. A list of all job openings advertised for the establishment during the review period.
 - ii. Documentation showing that Trailboss Enterprises has kept and preserved copies of all job advertisements listed and other outreach efforts taken during the review period.
- b. Progress Report 2: Due on March 1, 2023 covering the period of August 1, 2022 through January 31, 2023 (unless otherwise noted).
 - i. A list of all job openings advertised for the establishment during the review period.
 - ii. Documentation showing that Trailboss Enterprises has kept and preserved copies of all job advertisements listed and other outreach efforts taken during the review period.
 - iii. Copies of all subcontracts and/or purchase orders issued by Trailboss Enterprises during the period of February 1, 2022 through January 31, 2023.

Trailboss Enterprises will submit reports to Regional Liaison (b) (7)(C), (b) (7)(E) at (b) (7)(C), (b) (6) @dol.gov and Director of Regional Operations Tamara Moland at (b) (7)(C), (b) (6) @dol.gov. Trailboss Enterprises 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 Trailboss Enterprises provides in accordance with this

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

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Trailboss-TX, LLC, 300 N. FM 509, Harlingen, Texas, 78550.

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

Human Resources Director
Trailboss-TX, LLC
Harlingen, TX

DATE: _____

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

Luis Rodriguez
Acting District Director
Greater San Francisco Bay Area District Office

DATE: _____