

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
TekMasters LLC

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) initiated a complaint investigation of TekMasters, LLC (TekMasters) located at 5180 Parkstone Drive, Suite 100, Chantilly, VA 20151, beginning on February 22, 2021. OFCCP found that TekMasters failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), 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 C.F.R. 60-1, 60-50, 60-300, 60-741.

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 TekMasters 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 TekMasters' 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 this Agreement. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if TekMasters 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 TekMasters' compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. TekMasters 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 TekMasters 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. TekMasters and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, and/or VEVRAA.
5. TekMasters 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.
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. 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.
8. This Agreement becomes effective on the day it is signed by the Regional Director (Effective Date).
9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) days after TekMasters submits its final progress report required in Section VIII, below, unless OFCCP notifies TekMasters in writing before the expiration date that TekMasters 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 TekMasters has met all of its obligations under the Agreement.
11. If TekMasters violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34, 41 C.F.R. 60-300. 63 (2014) and/or 41 C.F.R. 60-741.63 (2014) will govern:
 - i. OFCCP will send TekMasters a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. TekMasters 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 TekMasters 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 TekMasters, 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. TekMasters 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.
- 12. TekMasters 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.
- 13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- 14. 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.
- 15. Each party shall bear its own fees and expenses with respect to this matter.
- 16. 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.
- 17. All references to “days” in this Agreement, and in the Timeline included as Attachment B, 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. Alleged Discrimination Violation

- 1. **VIOLATION:** OFCCP found that TekMasters is not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 section 202 and 41 C.F.R. 60-1.4(a) and 60-50.2(a). Specifically, TekMasters used inappropriate language in electronic mail which appeared to reference ethnicity.

IV. Financial Remedy

1. Settlement Fund

- a. **Settlement Fund Account.** Within ten (10) days after the Effective Date, TekMasters will deposit a total of \$17,500 in an FDIC-insured interest-bearing account maintained by TekMasters at the prevailing interest rate. By the deadline set forth in the Timeline, TekMasters will notify OFCCP when this action is complete and

provide appropriate documentation, including the name and address of the FDIC-insured banking institution, the account number for the settlement fund, the date of deposit, the deposit amount, and bank records showing the deposit amount. By the dates set forth in the Timeline, TekMasters will provide OFCCP with copies of bank records showing the current balance of the account, list of transactions and the amount of accrued interest on the account. The settlement fund is a negotiated amount that represents estimated back pay and accrued interest. TekMasters' share of taxes on the portion representing back pay (such as federal, state and/or local taxes and Federal Income Contributions Act (FICA)) is not part of the Settlement Fund. TekMasters will be responsible for any banking account fees.

- b. **Specific Settlement Fund Amounts.** The total settlement amount includes \$16,625 in back pay and \$875 interest to resolve the specific violation set forth above.

2. Allocation

- a. **Total Amount to be Allocated.** The backpay and interest amounts of the Settlement Fund, plus any additional interest that accrues on these interest-bearing accounts, will be distributed among the eligible applicants or employees as explained in this Section. Individual shares will include appropriate deductions for each individual's share of payroll deductions required by law on the portion representing back pay only, such as federal (FICA/Federal Unemployment Tax Act (FUTA)), state or local insurance premiums or taxes.
- b. **Affected Applicants/Employees Eligible to Receive Payments.** The Settlement Fund will be distributed to all Affected Applicants/Employees (identified in Attachment A) who timely respond to the Notice Process as explained below, and whose eligibility is verified (hereinafter, Eligible Applicants/Eligible Employees). These individuals will be listed on the Final List of Eligible Applicants/Employees (Final List). The process of determining the Final List is explained below under Notice Process. OFCCP will determine the final amount of each Eligible Applicant/Employee based on the formula or other terms provided in this Agreement. All Eligible Applicants/Employees are entitled to their share of the monetary settlement regardless of whether they are currently interested in employment with TekMasters.
- c. **Payments to Eligible Applicants/Employees** OFCCP will provide TekMasters a list of the payment amount for each Eligible Applicant/Employee on the Final List by the date set forth on the Timeline. TekMasters will issue checks or make electronic payments to each Eligible Applicant/Employee in the stated amount, along with appropriate tax reporting forms (such as W-2 and Internal Revenue Service (IRS) Form 1099) by the dates set forth on the Timeline. OFCCP will receive timely documentation of all payments made and any payments returned undelivered or any checks not cashed, as set forth on the Timeline. Any check that remains uncashed 180 days after the initial date the check was mailed to the Eligible Applicant/Employee

will be void. With respect to any uncashed funds, TekMasters will make a second distribution to all Eligible Applicants/Employees who cashed their first check.

- d. **Tax Payments, Forms and Reporting.** TekMasters will pay TekMasters' share of social security withholdings, and any other federal tax payments required by law from additional funds separate from the Settlement Fund. TekMasters shall mail to each Eligible Applicant/Employee an IRS Form W-2 for that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be provided to the Eligible Applicants/Employees either at the time of payment, electronically or with the settlement checks, or at the end of the year. No Eligible Applicant/Employee will be required to complete a W-4 or W-9 in order to receive payments under this settlement.

3. Notice Process

- a. **OFCCP and TekMasters Obligations under the Notice Process.** The Notice Process set forth in this agreement is intended to provide Affected Applicants/Employees a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. This includes providing notice in multiple relevant languages to the affected applicants and workers and through multiple channels if appropriate and providing technical assistance to Affected Applicants/Employees seeking information about their rights and obligations under this Agreement. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, TekMasters and OFCCP will regularly meet and confer in person, by phone and/or by email on the notice process to determine how best to carry out the Notice provisions of this Agreement, and to decide whether any activity, deadline or document should be modified. OFCCP and TekMasters agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
- b. **Notice Documents.** TekMasters will distribute the Notice Documents to Affected Applicants/Employees identified in Attachment A consistent with the sample Notice Documents contained in Attachments C and D. The Notice Documents may include a Notice, Release of Claims and Income Verification Forms. The Notice Documents may also include other materials such as standard OFCCP or U.S. Department of Labor materials, instructions or a cover sheet, job applications, or other information that better enables Affected Applicants/Employees to understand their rights and obligations and act on them in a timely manner. The Notice Documents will make clear the information about the settlement is being provided by or on behalf of the U.S. Department of Labor. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, the parties will meet and confer on any reasonable modifications of the sample Notice Documents or additions to the materials distributed by TekMasters, if proposed by either party.

- c. **Timeline.** Attachment B sets forth the agreed Timeline for Notice and for the parties' other obligations under this Agreement. The parties will meet and confer on any reasonable modifications to the Timeline proposed by either party.
- d. **Search for Affected Applicants/Employees.** OFCCP shall provide TekMasters with complete contact information in its possession or its authority to obtain on the Affected Applicants/Employees by the date set forth in the Timeline.
- e. **Distribution of Mail Notice to Affected Applicants/Employees.** TekMasters will provide initial notice by regular first-class mail. TekMasters will send copies of all of the Notice Documents as defined above, including a postage-paid return envelope, by first class mail to the best available mailing address for each Affected Applicant/Employee, by the date set forth in the Timeline. If envelopes from the initial mail notice are returned with forwarding addresses, TekMasters will re-mail the Notice Documents within ten (10) days of receipt of the forwarding address.

Based on the response to the initial mail notice, the parties will meet and confer by the date set forth in the Timeline to assess the results of the initial mail notice and to ensure that the second round of mail notice maximizes the potential response rate. A second mail notice will be sent to Affected Applicants/Employees with valid addresses who fail to respond to the first mail notice unless the parties agree otherwise.

- f. **Distribution of Notice by Other Means.** TekMasters shall work with the OFCCP to develop a recommended plan for Notice by other means in addition to first class mail, including, as appropriate, use of email and telephone contact, and distribution of information on websites. These other means will be designed to maximize the ability of Affected Applicants/Employees to understand their rights and obligations under this Agreement and act upon them. OFCCP will also conduct independent efforts to communicate with Affected Applicants/Employees about this Agreement through official U.S. Department of Labor channels and in partnership with community-based organizations.
- g. **Notice Deadline.** The final deadline for any Affected Applicant/Employee to respond to the notice is set forth in the Timeline. The parties will prominently display this deadline on all materials they distribute in paper or online form regarding this Agreement, and explain that failure to respond by this deadline will result in a forfeiture of any relief provided by this Agreement.
- h. **Technical Assistance.** The parties will timely respond to any inquiries from Affected Applicants/Employees using information consistent with this Agreement and the Notice Documents and will document all inquiries and the result. OFCCP will provide contact information for individuals to contact OFCCP regarding this Agreement. The parties will prominently display this contact information on all materials they distribute in paper or online form regarding this Agreement.

TekMasters will provide OFCCP contact information to any Affected Applicant/Employee with questions or concerns.

- i. **Exchange of Information Regarding Affected Applicants/Employees.** TekMasters and OFCCP will timely exchange information regarding Affected Applicants/Employees, including updated contact information and the results of any technical assistance provided.
- j. **Final List of Eligible Applicants/Employees.** The Final List will include all Affected Applicants/Employees who timely respond to the Notice by the deadline set forth in the Timeline and whose eligibility is verified by OFCCP. The parties will establish the Final List by the date set forth in the Timeline. The parties will meet and confer on any outstanding issues or questions regarding the Final List. Either party may identify potentially eligible Applicants/Employees who may have been erroneously excluded from the original or any subsequent list. OFCCP shall make the final determinations of eligibility but will make every effort to negotiate in good faith to resolve any dispute about the Final List. TekMasters will provide to OFCCP any information necessary to determine the Final List.
- k. **Documentation of Payments.** By the deadline set forth in the Timeline, TekMasters will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Applicants/Employees, including the amounts paid, the date payment was sent, the date payment was received or the check cashed, and any uncashed or returned checks. In the event of a second distribution, TekMasters will provide a similar documentation on the second distribution.
- l. **TekMasters' Expenses.** TekMasters will pay all expenses associated with carrying out its duties pursuant to this Section, from funds separate and apart from the amount designated in this Agreement for the Settlement.

V. Additional Individual Relief

1. Job Opportunities

- a. **Description of Job Opportunities.** TekMasters will review the skills and experience of the Complainant against all available open positions with TekMasters over a six-month period beginning on the effective date of this Agreement. In the event there is an open position for which the Complainant is qualified but, does not have the appropriate Department of Defense security clearance, TekMasters will sponsor and coordinate with the Complainant to submit an application for a security clearance through the Defense Counterintelligence Security Agency (DCSA). It may take up to eighteen (18) months for DCSA to adjudicate a security clearance application. The parties acknowledge that the position for which TekMasters sponsors a Department of Defense security clearance may no longer be an open position at the time the security clearance is finally adjudicated by DCSA. If the Complainant fails to respond or

provide the information required by Notice Documents, by the dates set forth in the Timeline, the job opportunity described in this section will be void.

- b. **Notice.** TekMasters will distribute the Notice Documents to the Complainant consistent with the sample Notice Documents contained in Attachment C.
- c. **Timeline.** Attachment B sets forth the agreed Timeline for Notice and for the parties' other obligations under this Agreement. The parties will meet and confer on any reasonable modifications to the Timeline proposed by either party.
- d. **Reporting.** TekMasters will document its efforts to provide job opportunities and a security clearance to the Complainant, including its job openings, its review and determination(s) on whether the Complainant's resume matched its open positions, the job offers extended to the Complainant, including job offers made, reasons for rejection, and date of hire and termination, during the monitoring period as set forth in Section VII, OFCCP Monitoring Period, below.

VI. Modifications to Employment Practices and Other Non-Monetary Relief

- a. **Description of Training Opportunities.** TekMasters will coordinate and pay for the Complainant's completion of Amazon and Azure training. The Complainant will have six (6) months from the date TekMasters receives his completed Notice Documents to complete the training. During the initial twelve (12) months from the effective date of this Agreement TekMasters will also offer Amazon and Azure training, at its expense, to each of its employees who have self-identified as Hispanic to TekMasters employed as of the Effective Date of this Agreement.
- b. **Notice.** TekMasters will distribute the Notice Documents to the Complainant consistent with the sample Notice Documents contained in Attachment C. TekMasters will distribute the Notice Documents to current employees who have self-identified as Hispanic to TekMasters consistent with the sample Notice Documents contained in Attachment D.
- c. **Timeline.** Attachment B sets forth the agreed Timeline for Notice and for the parties' other obligations under this Agreement. The parties will meet and confer on any reasonable modifications to the Timeline proposed by either party.
- d. **Reporting.** TekMasters will document its attempts to provide training to the Complainant and its employees who have self-identified as Hispanic to TekMasters, during the monitoring period as set forth in Section VII, OFCCP Monitoring Period, below.

VII. Technical Violations and Remedies

- 1. **VIOLATION:** TekMasters failed to state in all solicitations or advertisements for employees placed by or on behalf of TekMasters, that all qualified applicants will receive

consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin, as required by 41 CFR 60-1.4(a)(2).

REMEDY: TekMasters will state in all solicitations or advertisements for employees placed by or on behalf of TekMasters, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin, as required by 41 CFR 60-1.4(a)(2).

2. **VIOLATION:** TekMasters failed to incorporate the nondiscrimination provisions of 41 C.F.R. 60-1.4(a)(3) into its employee manuals, in violation of 41 C.F.R. 60-1.35(c).

REMEDY: Within ninety (90) calendar days of the effective date of this Agreement, TekMasters will incorporate the nondiscrimination provisions of 41 C.F.R. 60-1.4(a)(3) into its employee manuals.

3. **VIOLATION:** TekMasters failed to review its employment practices to determine whether members of the various ethnic groups are receiving fair consideration for job opportunities, as required by 41 CFR 60-50.2(b).

REMEDY: TekMasters will review its employment practices to determine whether members of the various ethnic groups are receiving fair consideration for job opportunities, as required by 41 CFR 60-50.2(b).

4. **VIOLATION:** TekMasters failed to include 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: TekMasters will include 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.

5. **VIOLATION:** TekMasters failed to state in all solicitations and advertisements for employees placed on behalf of TekMasters that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability, as required by 41 CFR 60-741.5(a)7.

REMEDY: TekMasters will state in all solicitations and advertisements for employees placed on behalf of TekMasters that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability, as required by 41 CFR 60-741.5(a)7.

VIII. OFCCP Monitoring Period

1. **Recordkeeping.** TekMasters agrees to retain all records relevant to the violations cited in Sections III and VII 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. TekMasters will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Contractor Reports.**
 - a. **Schedule and Instructions.** TekMasters agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:
 1. **Progress Report 1:** The first progress report will be due on November 30, 2022, and cover the period of May 1, 2022, through October 31, 2022.
 2. **Progress Report 2:** The second progress report will be due on May 30, 2023, cover the period of November 1, 2022, through April 30, 2023.
 3. **Progress Report 3:** The fourth progress report will be due on May 30, 2024, and will cover the period of May 1, 2023, through April 30, 2024.
 4. **Progress Report 4:** The fourth progress report will be due on May 30, 2025, and will cover the period of May 1, 2024, through April 30, 2025.

TekMasters will submit reports to Shanae Moody, District Director, at (b) (6), (b) (7)(C)@dol.gov. In the event the individual to whom the referenced reports changes, OFCCP will notify TekMasters in writing. TekMasters 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 TekMasters provides in accordance with this agreement are customarily kept private or closely-held, and the TekMasters believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, TekMasters 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 to the maximum extent of law.

- b. **Report on Job Opportunities.** In each Progress Report, TekMasters will report on all of its activity to provide job opportunities and a security clearance to the Complainant during the six (6) months from the effective date of this Agreement. This includes:
 - i. Documentation of all efforts to provide a job opportunity to the Complainant, including the position title, date the opportunity was offered to the Complainant, and the date the Complainant accepted or rejected the opportunity.

- ii. Documentation of all job offers made to the complainant, including the date the Complainant was made a job offer, the date the job offer was accepted or rejected, and the starting pay.
 - iii. Documentation of all efforts to provide the Complainant with a security clearance, including the date the security clearance application began and was approved.
 - iv. If applicable, documentation of the Complainant's termination during the life of this Agreement and the reason for the termination.
 - v. If TekMasters is unable to complete the actions identified in this section, TekMasters will identify the action(s), documentation of the reason(s) it was unable to complete the action(s), and the good faith efforts being taken and planned for the next reporting period to complete each action.
- c. Reports on Modifications to Personnel Practices.** In each Progress Report, TekMasters will report on all modifications of personnel practices made to date pursuant to the Agreement and provide documentation of its compliance with the remedy provisions of this Agreement. If any of the relevant documents such as job postings or policies have not been modified since being provided during a prior reporting period, a statement to that effect is sufficient.
- d. Report on Training Opportunities**
- i. An employee roster as of the Effective Date, to include employee ID, hire date, race/ethnicity, and job title.
 - ii. Documentation of all Amazon and Azure training offers made to TekMasters employees who have self-identified to TekMasters as Hispanic, including the names of individuals offered training, the date of the offer, the date the offer was accepted or rejected, the date each employee completed the training.
 - iii. If TekMasters is unable to complete the actions identified in this section, TekMasters will identify the action(s), documentation of the reason(s) it was unable to complete the action(s), and the good faith efforts being taken and planned for the next reporting period to complete each action.
- e. Report on Technical Violations.** In each progress report, TekMasters will provide the following:
- i. For technical violation 2: Documentation of all solicitations or advertisements for employees placed by or on behalf of TekMasters during the reporting period to include TekMasters' statement that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin, as required by 41 CFR 60-1.4(a)(2).

- ii. For technical violation 3: The results of TekMasters' review of its employment practices to determine whether members of the various ethnic groups are receiving fair consideration for job opportunities. If TekMasters' review finds deficiencies, TekMasters will also provide documentation that it undertook appropriate outreach and positive recruitment activities, such as those listed below, in order to remedy the deficiencies:
 - (a) Internal communication of TekMasters' obligation to provide equal employment opportunity without regard to religion or national origin in such a manner as to foster understanding, acceptance, and support among TekMasters' executive, management, supervisory, and all other employees and to encourage such persons to take the necessary action to aid TekMasters in meeting this obligation.
 - (b) Development of reasonable internal procedures to ensure that TekMasters' obligation to provide equal employment opportunity without regard to religion or national origin is being fully implemented.
 - (c) Periodically informing all employees of TekMasters' commitment to equal employment opportunity for all persons, without regard to religion or national origin.
 - (d) Enlisting the assistance and support of all recruitment sources, including employment agencies, college placement directors, such as the Hispanic Association of Colleges and Universities (HACUs), and business associates for TekMasters' commitment to provide equal employment opportunity without regard to religion or national origin.
 - (e) Reviewing employment records to determine the availability of promotable and transferable members of various religious and ethnic groups
 - (f) Establishment of meaningful contacts with religious and ethnic organizations and leaders for such purposes as advice, education, technical assistance, and referral of potential employees.
 - (g) Engaging in significant recruitment activities at educational institutions with substantial enrollments of students from various religious and ethnic groups
 - (h) Use of the religious and ethnic media for institutional and employment advertising.
- iii. For technical violation 4: Documentation of all solicitations or advertisements for employees placed by or on behalf of TekMasters during the reporting period to include TekMasters' statement that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability, as required by 41 CFR 60-741.5(a)7.

- iv. For technical violation 5: Documentation of all solicitations or advertisements for employees placed by or on behalf of TekMasters during the reporting period to include TekMasters' 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.
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 TekMasters' final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify TekMasters in writing within sixty (60) days of the date of the final progress report that TekMasters 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 TekMasters within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines TekMasters has met all of its obligations under the Agreement.

IX. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and TekMasters LLC, 5180 Parkstone Drive, Suite 100, Chantilly, VA 20151.

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

Ramzy Megally
Partner
TekMasters LLC
5180 Parkstone Drive, Suite 100
Chantilly, VA 20151

DATE: 4/12/2022

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

Samuel B. Maiden
Regional Director
Mid-Atlantic Region

DATE: 04/13/2022

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

Shanae Moody
District Director
Mid-Atlantic Region

DATE: April 13, 2022

Attachments:

- A. List of Affected Applicants/Employees
- B. Timeline
- C. Notice Documents for the Complainant
- D. Notice Documents for Affected Applicants/Employees

Attachment A – List of Affected Applicants/Employees

No.	Last Name, First Name
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No.	Last Name, First Name
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Attachment A – List of Affected Applicants/Employees

No.	Last Name, First Name
79	(b) (6), (b) (7)(C)
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No.	Last Name, First Name
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Attachment B - Timeline

ACTIVITY	DATE
TekMasters provides OFCCP with the last known address, telephone number, and email address of all Affected Class Members in Attachment A	May 16, 2022
TekMasters provides documentation of establishment of settlement fund	May 16, 2022
TekMasters Mails Notice Documents to The Complainant, Employees, and Affected Class Members (First Mailing)	May 31, 2022
Deadline for The Complainant, Employees, and Affected Class Members to Reply to Notice Documents	June 30, 2022
TekMasters and OFCCP meet to discuss results of initial mail notice	July 15, 2022
OFCCP Provides Updated Contact Information to TekMasters	July 30, 2022
TekMasters Mails Notice Documents to The Complainant, Employees, and Affected Class Members (Second Mailing)	August 14, 2022
Deadline for The Complainant, Employees, and Affected Class Members to Reply to Second Notice	September 13, 2022
TekMasters Provides its determination on The Complainant's, Employees', and Affected Class Members Eligibility and settlement amount for each Affected Class Member	September 28, 2022
TekMasters provides current balance of the account, list of transactions and the amount of accrued interest on settlement fund	September 28, 2022
OFCCP Reviews and Approves Final List and First Distribution Amounts	October 13, 2022
TekMasters Mails First Back Pay Checks	October 28, 2022
TekMasters Notifies OFCCP of Any Checks Returned as Undeliverable	November 28, 2022
TekMasters Submits the First Progress Report	November 30, 2022

Attachment B - Timeline

OFCCP Provides Updated Addresses for Checks Returned as Undeliverable	December 13, 2022
TekMasters Mails Back pay Checks to New Addresses	December 28, 2022
TekMasters Submits the Second Progress Report	May 30, 2023
TekMasters Provides the Final List and settlement amount for each Eligible Class Member	September 12, 2023
TekMasters provides current balance of the account, list of transactions and the amount of accrued interest on settlement fund	September 12, 2023
OFCCP Reviews and Approves Final List and Second Distribution Amounts	September 27, 2023
TekMasters Mails Second Back Pay Checks	October 12, 2023
TekMasters Notifies OFCCP of Any Checks Returned as Undeliverable	November 13, 2023
OFCCP Provides Updated Addresses for Checks Returned as Undeliverable	November 28, 2023
TekMasters Mails Back pay Checks to New Addresses	December 13, 2023
TekMasters Submits the Third Progress Report	May 30, 2024
TekMasters Provides the Final List and settlement amount for each Eligible Class Member	September 12, 2024
TekMasters provides current balance of the account, list of transactions and the amount of accrued interest on settlement fund	September 12, 2024
OFCCP Reviews and Approves Final List and Third Distribution Amounts	September 27, 2024
TekMasters Mails Third Back Pay Checks	October 15, 2024
TekMasters Notifies OFCCP of Any Checks Returned as Undeliverable	November 14, 2024
OFCCP Provides Updated Addresses for Checks Returned as	November 29, 2024

Attachment B - Timeline

Undeliverable	
TekMasters Mails Back pay Checks to New Addresses	December 14, 2024
TekMasters Submits the Fourth Progress Report	May 30, 2025

NOTICE TO THE COMPLAINANT

Dear _____:

TekMasters, LLC and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (Agreement) to resolve allegations of violation of Executive Order 11246 (E.O. 11246). TekMasters has not admitted to any violation of E.O. 11246 and there has not been any adjudicated finding that TekMasters violated any laws. OFCCP and TekMasters entered into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as an individual who did not receive employment at the facility. Under the Agreement, you may be eligible to receive a payment of at least \$175 less lawful payroll deductions. Under the terms of this Agreement, it may take up to 9 months from the date of this letter before you receive your payment. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification and Employment/Training Interest Form Verification and Release of Claims Form. The forms should be mailed as soon as possible to the address below. **In order for you to be eligible to participate in the settlement, your documents must be received by [insert date by which the complainant must respond].**

[Name]
[Position]
TekMasters LLC
[Address]
[Email Address]

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification and Employment/Training Interest Form Verification and Release of Claims Form.

In addition to the monetary distribution, TekMasters will be providing potential employment opportunities and training opportunities to you. It is not certain that you will receive a job offer. If you are still interested in employment or training with TekMasters, please check the appropriate boxes on the enclosed Information Verification and Employment/Training Interest Form. If you have any questions you may call [name] at TekMasters at [phone number], or OFCCP Compliance Officer (b) (6), (b) (7)(E) at (215) 861- (b) (6), (b) (7)(C). Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO TEKMASTERS BY [insert date by which the complainant must respond], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR AN EMPLOYMENT OPPORTUNITY WITH TEKMASTERS.

Sincerely,

Attachment C – Notice Documents for The Complainant

[Name]

Enclosures

Information Verification and Employment/Training Interest Form
Release of Claims Form

INFORMATION VERIFICATION & EMPLOYMENT/TRAINING INTEREST FORM

You must complete this form in order to be eligible for the monetary payment and employment opportunities under the terms of the Conciliation Agreement (“Agreement”) between TekMasters and the Department of Labor’s Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Address: _____

Telephone Nos.: Home: _____ Cell: _____ Work: _____

Email: _____

Notify TekMasters at the address below if your address, email address or phone number changes within the next twelve (12) months.

Your Social Security Number (to be used for tax purposes only): _____ - _____ - _____

As part of this Agreement, TekMasters will consider you for open positions and sponsor and coordinate an application for a security clearance. TekMasters will also provide you with Amazon and Azure training, which must be completed within six months of returning this form. Please indicate below whether you are currently interested in employment and the security clearance sponsorship and application and the Amazon and Azure training. If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether or not you are interested in employment and security clearance sponsorship or the training.

[] Yes, I am still interested in employment or a security clearance with TekMasters and will provide TekMasters with my current resume by **[insert date the Complainant has to respond]**.

[] No, I am not currently interested in employment or a security clearance with TekMasters.

[] Yes, I am still interested in Amazon and Azure Training.

[] No, I am not currently interested in Amazon and Azure Training.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW BY *[date class members must respond]*, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR EMPLOYMENT, THE SECURITY CLEARANCE SPONSORSHIP, OR TRAINING.

Attachment C – Notice Documents for The Complainant

[Name]
[Position]
TekMasters LLC
[Address]
[Email Address]

I, (print name) _____, certify the above is true and correct.

Signature

Date

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246, AS AMENDED,

This Release of Claims (Release) under Executive Order 11246, as amended, is a legal document. This document states that in return for TekMasters, LLC (TekMasters) paying you money, you agree that you will not file any lawsuit against TekMasters for allegedly violating Executive Order 11246, as amended, in connection with its recruitment procedures for the Cyber Software Engineer position. It also says that TekMasters does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of the payment of at least \$175 (less deductions required by law) by TekMasters to me, which I agree is acceptable, I, (print name) _____, agree to the following:

I.

I hereby waive, release and forever discharge TekMasters, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate to my recruitment for employment as a Cyber Software Engineer at any time prior to the date of my signature on this Release. By signing this agreement, I agree that I have been made whole for any claim that could have been brought under Executive Order 11246, as amended, relating to my recruitment with TekMasters through the Effective Date of this Release.

II.

I understand that TekMasters denies that it treated me unlawfully or unfairly in any way and that TekMasters entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP) and agreed to make the payment described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the complaint investigation initiated by OFCCP on February 22, 2021. I further agree that the payment of the aforesaid sum by TekMasters to me is not to be construed as an admission of any liability by TekMasters.

III.

I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors and seek legal advice. I further declare that I have decided of my own free will to sign this Release.

IV.

I understand that if I do not sign this Release and return it to the contact listed on the enclosed Notice to Affected Class Members, by the deadline listed on the Notice, I will not be entitled to receive any payment (less deductions required by law) from TekMasters.

IN WITNESS WHEREOF, I have signed this document on this ____ day of _____, 20__.

Printed Name

Signature

NOTICE TO AFFECTED APPLICANTS/EMPLOYEES

Dear [name]:

TekMasters, LLC (Contractor) and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (Agreement) to remedy allegations of violations of Executive Order 11246 (E.O. 11246), related to a complaint received for TekMasters' Chantilly, VA facility. TekMasters has not admitted to any violation of E.O. 11246 and there has not been any adjudicated finding that TekMasters violated any laws. OFCCP and TekMasters entered into the Agreement to resolve the matter without resorting to further legal proceedings. You have been identified as an individual who may have been impacted by the alleged violations.

As part of this Agreement, you are eligible to receive a distribution of at least \$175 less lawful payroll deductions. Under the terms of this Agreement it may take up to 9 months from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification Form and Release of Claims Form. The forms should be mailed as soon as possible to the address below. **In order for you to be eligible to participate in the settlement, your documents must be received by [insert date by which the affected class members must respond].**

[Name]
[Position]
TekMasters LLC
[Address]
[Email Address]

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification Form and Release of Claims Form.

If you have any questions you may call [name] at [contractor] at [phone number], or OFCCP Arlington District Office at (703) 235-1021. Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO TEKMASTERS BY [insert date by which class members must respond], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

Sincerely,

[Name]

Attachment D – Notice Documents for the Affected Applicants/Employees

Enclosures

Information Verification
Release of Claims Form

INFORMATION VERIFICATION FORM

You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement (“Agreement”) between TekMasters and the Department of Labor’s Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Address: _____

Telephone Nos.: Home: _____ Cell: _____ Work: _____

Email: _____

Notify TekMasters at the address below if your address, email address or phone number changes within the next twelve (12) months.

Your Social Security Number (to be used for tax purposes only): _____ - _____ - _____

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW BY *[date class members must respond]*, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

[Name of TekMasters Representative]
[Address]
[Email Address]

I, (print name) _____, certify the above is true and correct.

Signature

Date

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246, AS AMENDED

This Release of Claims (Release) under Executive Order 11246, as amended, is a legal document. This document states that in return for TekMasters, LLC (TekMasters) paying you money, you agree that you will not file any lawsuit against TekMasters for allegedly violating Executive Order 11246, as amended, in connection with its recruitment procedures for the Cyber Software Engineer position. It also says that TekMasters does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of the payment of at least \$175 (less deductions required by law) by TekMasters to me, which I agree is acceptable, I, (print name) _____, agree to the following:

I.

I hereby waive, release and forever discharge TekMasters, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have had which relate to my recruitment for employment as a Cyber Software Engineer at any time through the effective date of this Release. By signing this agreement, I agree that I have been made whole for any claim that could have been brought under Executive Order 11246, as amended, relating to my recruitment with TekMasters through the Effective Date of this Release.

II.

I understand that TekMasters denies that it treated me unlawfully or unfairly in any way and that TekMasters entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP) and agreed to make the payment described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on February 22, 2021. I further agree that the payment of the aforesaid sum by TekMasters to me is not to be construed as an admission of any liability by TekMasters.

III.

I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors and seek legal advice. I further declare that I have decided of my own free will to sign this Release.

IV.

I understand that if I do not sign this Release and return it to the contact listed on the enclosed Notice to Affected Class Members, by the deadline listed on the Notice, I will not be entitled to receive any payment (less deductions required by law) from TekMasters.

IN WITNESS WHEREOF, I have signed this document on this ____ day of _____, 20__.

Printed Name

Signature