

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

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) initiated a complaint investigation of HP Hood LLC (“HP Hood”), located at 160 Hood Way, Winchester, VA 22602, beginning on December 9, 2021. OFCCP found sufficient evidence to support that HP Hood failed to comply with the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and its implementing regulations at 41 C.F.R. § 60-300.

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 HP Hood 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 HP Hood’s fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under VEVRAA. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if HP Hood 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 HP Hood’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. Upon reasonable notice to HP Hood, HP Hood 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 HP Hood of its obligation to fully comply with the requirements of Executive Order 11246, as amended (E.O. 11246), Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. HP Hood 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. HP Hood 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 District 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 HP Hood submits its final progress report required in Section VI, below, unless OFCCP notifies HP Hood in writing before the expiration date that HP Hood 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 HP Hood has met all of its obligations under the Agreement.
11. If HP Hood violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-300.63 (2014) will govern:
 - i. OFCCP will send HP Hood a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. The HP Hood 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 HP Hood 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 HP Hood, 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. HP Hood may be subject to the sanctions set forth in 41 C.F.R. 60-300.66 (2014) and/or other appropriate relief for violating this Agreement.

12. HP Hood 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. Discrimination Violation

1. **VIOLATION:** OFCCP found sufficient evidence to support that HP Hood discriminated against the Complainant on the basis of the Complainant’s status as a protected veteran, in violation of 41 C.F.R. 60-300.5(a). Specifically, the Complainant alleges the Contractor failed to select her for a promotion because she did not have sufficient civilian experience.

IV. Financial Remedy

1. **Settlement Amount.** HP Hood agrees to pay the Complainant, identified in Attachment A, the amount of \$6,887.11 to resolve the specific violation set forth above. The total settlement amount includes \$6,810.32 in back pay and \$76.79 in interest.
2. **Allocation**
 - a. **Total Amount to be Allocated.** The back pay and interest amounts will be distributed to the Complainant as explained in this Section. The amount distributed will include appropriate deductions for the Complainant’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. **Complainant's Eligibility to Receive Payments.** The settlement will be distributed to the Complainant (identified in Attachment A), if the Complainant responds timely to the Notice Process as explained below (hereinafter, Eligible Complainant).
- c. **Payments to Eligible Complainant.** HP Hood will issue a check or make electronic payments to the Eligible Complainant in the stated amount, along with appropriate tax reporting forms (such as W-2 and Internal Revenue Service (IRS) Form 1099) by the date 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 Complainant will be void.
- e. **Tax Payments, Forms and Reporting.** HP Hood will pay HP Hood's share of social security withholdings, and any other tax payments required by law from additional funds separate from the Settlement Amount. HP Hood shall mail to the Eligible Complainant 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 Complainant either at the time of payment, electronically or with the settlement check, or at the end of the year, as required by the IRS. The Eligible Complainant will not be required to complete a W-4 or W-9 in order to receive payments under this settlement.

3. Notice Process

- a. **OFCCP and HP Hood Obligations under the Notice Process.** The Notice Process set forth in this agreement is intended to provide the Complainant a meaningful opportunity to understand her rights and obligations and act on them in a timely manner. OFCCP and HP Hood agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
- b. **Notice Documents.** HP Hood will distribute Notice Documents to the Complainant identified in Attachment A consistent with the sample Notice Documents contained in Attachment C. 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, or other information that better enables the Complainant to understand her 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 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 material distributed by HP Hood, 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 Complainant.** OFCCP shall provide HP Hood with complete contact information in its possession or its authority to obtain on the Complainant by the date set forth in the Timeline.
- e. **Distribution of Mail Notice to Complainant.** HP Hood will provide initial notice by regular first-class mail or e-mail to the Complainant. HP Hood will send copies of all of the Notice Documents as defined above, including a postage-paid return envelope (if by mail), by first class mail to the best available mailing address, or email address, for the Complainant, by the date set forth in the Timeline. If the envelope from the initial mail notice is returned with a forwarding address, HP Hood will re-mail the Notice Documents within five (5) 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 notice will be sent to the Complainant by mail and email if he fails to respond to the first mail notice unless the parties agree otherwise.

- f. **Notice Deadline.** The final deadline for the Complainant 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.
- g. **Technical Assistance.** The parties will timely respond to any inquiries from the Complainant using information consistent with this Agreement and the Notice Documents and will document all inquiries and the result. OFCCP will provide contact information for the Complainant 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. HP Hood will provide OFCCP's contact information to the Complainant if the Complainant has questions or concerns.
- h. **Exchange of Information Regarding Complainant.** HP Hood and OFCCP will timely exchange information regarding the Complainant, including updated contact information and the results of any technical assistance provided.
- i. **Documentation of Payments.** By the deadline set forth in the Timeline, HP Hood will provide OFCCP with copies of cancelled checks or electronic documentation of the payment to the Complainant, including the amounts paid, the date payment was sent, the date payment was received or the check cashed, and any uncashed or returned checks.
- j. **HP Hood's Expenses.** HP Hood 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. Modifications to Employment Practices and Other Non-Monetary Relief

1. **Evaluation of Policies.** HP Hood will cease any actions and procedures giving rise to discrimination against qualified protected veterans and will evaluate its policies and practices to ensure that all employees, specifically protected veterans, are afforded equal employment opportunities.
2. **Training.** HP Hood agrees to provide training to supervisory and management employees at the Winchester, VA location on reasonable accommodation and equal employment opportunity requirements of VEVRAA and its implementing regulations. The training will take place within 120 days of the execution date of this Agreement.

VI. OFCCP Monitoring Period

1. **Recordkeeping.** HP Hood agrees to retain all records relevant to the violation 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. HP Hood 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.** HP Hood agrees to furnish OFCCP with one progress report due on October 31, 2022. HP Hood will submit the report to: Shanae Moody, District Director, (b) (6), (b) (7)(C)@dol.gov.

The progress report will include the following:

- i. A copy of the Notice to Complainant sent to the Complainant identified in Attachment A.
- ii. A copy of the Claim Form and Release of Claims under VEVRAA returned by the Complainant identified in Attachment A.
- iii. Documentation of the monetary payment to the Complainant as specified in the Remedy to Violation 1 in Part III. The documentation must include a copy of the cancelled check or electronic documentation of payment made to the Complainant, including the amount paid, the date payment was sent, the date payment was received or the check cashed, and any uncashed or returned check.
- iv. Documentation of all modifications of personnel practices made to date pursuant to the Agreement and 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 during the reporting period, a statement to that effect is sufficient.

- v. Documentation of the training provided to HP Hood's supervisory and management employees on the equal employment opportunity requirements of VEVRAA and its implementing regulations, including but not necessarily limited to: date(s) of training, course name, description and content of the training program, training log, attendees' names and job titles, and copies of sign-in sheets.

HP Hood will submit reports to District Director Shanae Moody at (b) (6), (b) (7)(C)@dol.gov. HP Hood 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 HP Hood provides in accordance with this Agreement are customarily kept private or closely held, and HP Hood believes they should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, HP Hood 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.

- 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 HP Hood's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify HP Hood in writing within sixty (60) days of the date of the final progress report that HP Hood 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 HP Hood within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines HP Hood has met all of its obligations under the Agreement.

VII. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and HP Hood, 160 Hood Way, Winchester, VA 22602.

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

Corey Jackson
Group VP, Human Resources
HP Hood LLC

DATE: May 9, 2022 | 10:41 AM EDT

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

Shanae Moody
District Director
OFCCP, Richmond Area Office

DATE: May 9, 2022

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

(b) (6), (b) (7)(E)

Compliance Officer
OFCCP, Richmond Area Office

DATE: _____

Attachments:

- A. Complainant
- B. Timeline
- C. Notice Documents

Attachment A - Complainant

1. (b) (6), (b) (7)(C)

Attachment B - Timeline

ACTIVITY	DATE
HP Hood mails/emails Notice Documents (First Mailing)	May 31, 2022
Deadline for Complainant to Reply to first Notice	June 30, 2022
HP Hood Notifies OFCCP if Complainant failed to respond to first Notice	July 15, 2022
OFCCP provides HP Hood the Complainant's updated contact information	July 30, 2022
HP Hood Mails/Emails Notice Documents (Second Mailing)	August 14, 2022
Deadline for Complainant to Reply to Second Notice	September 13, 2022
HP Hood mails/electronically deposits back-pay and interest check/amount	Within seven (7) days of receipt of signed Release of Claims
Progress Report Due	October 31, 2022

NOTICE TO COMPLAINANT

Dear [name]:

HP Hood and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (Agreement) to remedy the violation of the Vietnam Veterans' Readjustment Assistance Act (VEVRAA) that OFCCP found during the investigation of your complaint against HP Hood. HP Hood has not admitted to any violation of VEVRAA and there has not been any adjudicated finding that HP Hood violated any laws. OFCCP and HP Hood entered into the Agreement to resolve the matter without resorting to further legal proceedings.

Under the Agreement, you may be eligible to receive a payment of \$6,887.11, (\$6,810.32 in back pay and \$76.79 in interest) (less deductions required by law). Under the terms of the Agreement it may take up to two 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 Release of Claims Form. This form should be mailed as soon as possible to the address or email address below. **In order for you to be eligible to participate in the settlement, your documents must be received by June 30, 2022.**

[Name]
[Position]
[Company Name]
[Address]
[Email Address]

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

If you have any questions you may call [name] at HP Hood at [phone number], or OFCCP Compliance Officer (b) (6), (b) (7)(E) at (804) (b) (7)(C), (b) (6). Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENT(S) TO HP HOOD BY JUNE 30, 2022, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

Sincerely,

[Name]

Attachment C – Notice Documents

Enclosure

Release of Claims Form

**RELEASE OF CLAIMS UNDER THE VIETNAM ERA VETERANS' READJUSTMENT
ASSISTANCE ACT OF 1974, AS AMENDED**

***PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING
THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY
FROM THE SETTLEMENT.***

This Release of Claims (Release) under the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA), as amended, is a legal document. This document states that in return for HP Hood LLC ("HP Hood") providing you with money, you agree that you will not file any lawsuit against HP Hood for allegedly violating VEVRAA, as amended, in connection with your employment by HP Hood, including, without limitation, its selection procedures for the Night Human Resources Manager position. It also says that HP Hood 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 \$6,887.11 (less deductions required by law) by HP Hood to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge HP Hood, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their members, managers, 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 VEVRAA, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate to my nonselection for employment as a Night Human Resources Manager on the basis of my protected veteran status 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 VEVRAA, as amended, relating to my nonselection with HP Hood through the Effective Date of this Release.

II.

I understand that HP Hood denies that it treated me unlawfully or unfairly in any way and that HP Hood 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 without further legal proceedings all issues related to the complaint investigation initiated by OFCCP on December 17, 2021. I further agree that the payment of the aforesaid sum by HP Hood to me is not to be construed as an admission of any liability by HP Hood.

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

Attachment C – Notice Documents

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 HP Hood by the deadline listed on the Notice (insert date), I will not be entitled to receive any payment (less deductions required by law).

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

Printed Name

Signature