

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

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) initiated a complaint investigation of MediaCross, Inc. (MediaCross), located at 2001 S. Hanley Rd, Suite 510, St. Louis, MO 63144, beginning on May 23, 2022. It was alleged that MediaCross failed to comply with Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and its implementing regulations at 41 C.F.R. § 60-741. OFCCP has not issued any formal notice of alleged violations that MediaCross failed to comply with Section 503, and there have not been any adjudicated findings.

In the interest of resolving the violations without engaging in further investigation or legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and MediaCross, Inc. 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 MediaCross's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under Section 503. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if MediaCross 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 MediaCross'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. MediaCross 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 MediaCross 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), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. MediaCross and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, VEVRAA, and/or the ADA.

5. MediaCross 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 MediaCross submits its final progress report required in Section VII, below, unless OFCCP notifies MediaCross in writing before the expiration date that MediaCross has failed to fulfill all its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that MediaCross has met all of its obligations under the Agreement.
11. If MediaCross violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-741.63 (2014) will govern:
 - i. OFCCP will send MediaCross a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. MediaCross 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 MediaCross is unable to demonstrate that it has not violated the Agreement, or if OFCCP's alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
 - iv. In the event of a breach of this Agreement by MediaCross, 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. MediaCross may be subject to the sanctions set forth in 41 C.F.R. 60-741.66 (2014) and/or other appropriate relief for violating this Agreement.

12. MediaCross denies any violation of the Executive Order, Section 503 or VEVRAA and there has not 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 OFCCP.
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:** It is alleged that Media Cross failed to make a reasonable accommodation to the known physical or mental limitations of an otherwise qualified employee with a disability, in violation of 41 C.F.R. § 60-741.21(a)(6). Specifically, Complainant alleges that MediaCross failed to engage in an interactive process and respond to Complainant’s requests for an accommodation, and terminated Complainant, in violation of 41 C.F.R. § 60-741.5(a). MediaCross denies the allegations.

IV. Financial Remedy

1. **Settlement Amount.** MediaCross agrees to the pay the Complainant, identified in Attachment A, the amount of \$11,420.08 to resolve the specific violation set forth above and in the Release of Claims marked Attachment C. The total Settlement Amount includes \$11,246.30 in back pay and \$173.78 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. **Payment to Eligible Complainant.** MediaCross will issue a check or make electronic payment 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 the payment made and any payment returned undelivered, or any check 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.** MediaCross will pay MediaCross's share of social security withholdings, and any other tax payments required by law from additional funds separate from the Settlement Amount. MediaCross 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 MediaCross 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 MediaCross agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
- b. **Notice Documents.** MediaCross will distribute the 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 and Release of Claims 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 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 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 MediaCross, 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 MediaCross 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.** MediaCross will provide initial notice by regular first-class mail or e-mail to the Complainant. MediaCross 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, MediaCross 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 mail notice maximizes the potential response rate. A second notice will be sent to the Complainant by mail and email if she 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. MediaCross will provide OFCCP's contact information to the Complainant if the Complainant has questions or concerns.
- h. **Exchange of Information Regarding Complainant.** MediaCross 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, MediaCross 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. **MediaCross's Expenses.** MediaCross will pay all expenses associated with carrying out its duties pursuant to this Section, from funds separate and apart from the Settlement Amount.

V. Additional Individual Relief

1. **Personnel File.** MediaCross shall remove all references, if any, to any charge or allegation of discrimination from the Complainant's personnel file. Media Cross will remove all references, if any, to termination from the Complainant's personnel file. The reasons for the Complainant's separation from MediaCross will be listed as a voluntary separation. MediaCross may not disclose any information or refer to any charge of discrimination or this complaint in responding to requests for information about the Complainant, with the exception to investigate inquiries or requests from the federal government. MediaCross shall provide a neutral job reference consisting of employment dates and positions held and shall not discuss the reasons for the Complainant's job separation.

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

1. **Company Policy and Procedure.** Media Cross understands there is no need to use the phrase "reasonable accommodation" and that a request is the first step in an informal, interactive process between the employee and the employer. MediaCross will create a process and timeline that would confirm the receipt, conclusion, and response to a reasonable accommodation request in accordance with Section 503. The process will include a written anti-retaliation policy to include a reporting mechanism for employees' concerns.
2. **Evaluation of Policies.** MediaCross will evaluate its policies and practices to ensure that all employees, specifically individuals with disabilities, are afforded equal employment opportunities. Should MediaCross identify any policies or procedures that give rise to discrimination against qualified individuals with disabilities, MediaCross will immediately cease using the identified policies and/or procedures.
3. **Training.** MediaCross will provide training to supervisory and management employees corporate-wide, including all employees involved in making reasonable accommodation decisions, on the reasonable accommodation and equal employment opportunity requirements of Section 503 and its implementing regulations. The training will take place within 120 days of the Effective Date of this Agreement.

VII. OFCCP Monitoring Period

1. **Recordkeeping.** MediaCross agrees to retain all records relevant to the alleged 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. MediaCross 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.** MediaCross agrees to furnish OFCCP with one progress report due on February 28, 2023 (Final Progress Report). MediaCross will submit the Final Progress 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 Section 503 and the ADA returned by the Complainant identified in Attachment A.
- iii. Documentation of the Settlement Amount paid to Complainant. 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 MediaCross's supervisory and management employees on the equal employment opportunity requirements of Section 503 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.

MediaCross and OFCCP have a common interest in the information being provided in the report pursuant to this Agreement. To the extent any of the reports MediaCross provides in accordance with this Agreement are customarily kept private or closely held, and MediaCross believes they should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, MediaCross will provide such reports to OFCCP marked as "Confidential." In the event of a FOIA request, OFCCP will to the maximum extent permitted by law 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 MediaCross's Final Progress Report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify MediaCross in writing within sixty (60) days of the date of the Final Progress Report that MediaCross has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the Final Progress Report and the Monitoring Period and this Agreement will terminate. If OFCCP

notifies MediaCross within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines MediaCross has met all of its obligations under the Agreement.

VIII. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and MediaCross, Inc. 2001 S. Hanley Road, Suite 510, St. Louis, MO 63144.

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

Jennifer Umali
CEO
MediaCross

DATE: 8/25/2022 | 9:49 AM PDT

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

Shanae Moody
District Director
OFCCP, Richmond Area Office

DATE: August 26, 2022

(b) (7)(C)

for (b) (6), (b) (7)(C)
Compliance Officer
OFCCP, Richmond Area Office

DATE: August 26, 2022

Attachments:

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

Attachment A - Complainant

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

Attachment B - Timeline

ACTIVITY	DATE
MediaCross mails/emails Notice Documents (First Mailing)	September 30, 2022
Deadline for Complainant to Reply to first Notice	October 15, 2022
MediaCross Notifies OFCCP if Complainant failed to respond to first Notice	October 30, 2022
OFCCP provides MediaCross the Complainant's updated contact information	November 15, 2022
MediaCross Mails/Emails Notice Documents (Second Mailing)	November 30, 2022
Deadline for Complainant to Reply to Second Notice	December 15, 2022
MediaCross mails/electronically deposits back-pay and interest check/amount	Within seven (7) days of receipt of signed Release of Claims
Final Progress Report Due	January 31, 2023

Attachment C – Notice Documents

NOTICE TO COMPLAINANT

Dear [name]

MediaCross and the Department of Labor’s Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (Agreement) to remedy the alleged violation of the Section 503 of the Rehabilitation Act of 1973 (Section 503) described in your complaint against MediaCross. This Agreement also resolves any claims you may have under the Americans with Disabilities Act of 1990, as amended, against MediaCross. MediaCross has not admitted to any violation of Section 503 or the ADA and there has not been any adjudicated finding that MediaCross violated any laws. OFCCP and MediaCross 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 \$11,420.08, (\$11,246.30 in back pay and \$173.78 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 October 15, 2022.**

*Amy L. Blaisdell, Esq.
Legal Counsel for MediaCross
Greensfelder, Hemker & Gale, P.C.
10 S. Broadway, Suite 2000, St. Louis, MO 63102
[REDACTED]@greensfelder.com*

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 Amy Blaisdell at Greensfelder at (b) (6), (b) (7)(C) or OFCCP Compliance Officer (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C) Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENT(S) TO MEDIACROSS BY OCTOBER 15, 2022, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

Sincerely,

Amy L. Blaisdell

Enclosure

Release of Claims Form

Attachment C – Notice Documents

RELEASE OF CLAIMS UNDER THE SECTION 503 OF THE REHABILITATION ACT OF 1973, AS AMENDED AND UNDER THE AMERICANS WITH DISABILITIES ACT OF 1990, 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 Section 503 of the Rehabilitation Act of 1973 (Section 503), as amended, and under the Americans with Disabilities Act of 1990, as amended (ADA), is a legal document. This document states that in return for MediaCross providing you with money, you agree that you will not file any lawsuit against MediaCross for allegedly violating Section 503 and/or the ADA, as amended, in connection with its termination and reasonable accommodation process. It also says that MediaCross 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 \$11,420.08 (less deductions required by law) by MediaCross to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge MediaCross, 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 Section 503, as amended, and the ADA, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have, including without limitation claims relating to my allegation that MediaCross failed to engage in an appropriate interactive accommodation process as it relates to my disability 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 Section 503, as amended, and the ADA, as amended, through the Effective Date of this Release.

II.

I understand that MediaCross denies that it treated me unlawfully or unfairly in any way and that MediaCross 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 May 23, 2022. I further agree that the payment of the aforesaid sum by MediaCross to me is not to be construed as an admission of any liability by MediaCross.

III.

Attachment C – Notice Documents

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 MediaCross’s Legal Counsel by the deadline listed on the Notice (October 15, 2022), 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