

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
J&J Worldwide Services

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) investigated a complaint filed against the J&J WORLDWIDE SERVICES (J&J) establishment located at Evans Army Community Hospital, 1650 COCHRANE CIRCLE, FORT CARSON, CO 80913, beginning on June 30, 2021 and ending on July 12, 2021. OFCCP found that J&J failed to comply with 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 CFR 60-300 and 41 CFR 60-741.

OFCCP notified J&J of the specific violations and the corrective actions required in a Notice of Results of Investigation (NORI) issued on December 9, 2021.

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 J&J 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 J&J's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under Section 503, and/or VEVRAA based on the violations alleged in the NORI and subsequent letter. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if J&J 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 J&J'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. J&J 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 J&J 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. J&J agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This Agreement, 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.
7. This Agreement becomes effective on the day it is signed by the District Director (Effective Date).
8. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement will expire sixty (60) days after J&J submits its final progress report required in Section VIII, below, unless OFCCP notifies J&J in writing before the expiration date that J&J 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 J&J has met all of its obligations under the Agreement.
10. If J&J violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-300.63 (2014) and/or 41 C.F.R. 60-741.63 (2014) will govern:
 - i. OFCCP will send J&J a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. J&J 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 J&J 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 the contractor, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms agreed to in the Agreement.

- b. J&J 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.
11. J&J denies any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
 12. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
 13. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the Office of Federal Contract Compliance Programs.
 14. Each party shall bear its own fees and expenses with respect to this matter.
 15. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
 16. All references to "days" in this Agreement, and in the Timeline included as Attachment D, 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(s)

1. VIOLATION: J&J was not in compliance with 41 CFR 60-300.5(a)(1)ii and 41 CFR 60-741.5(a)(1)ii. OFCCP found that J&J failed to comply with the regulations when they terminated (b) (6), (b) (7)(C), Complainant a protected veteran based on his perceived disability.

IV. Financial Remedy

1. Notice. Within 10 days of the Effective Date of this Agreement, J&J must notify (b) (6), (b) (7)(C) of the terms of this Agreement by mailing to (b) (6), (b) (7)(C) the: Notice to Affected Employee (Attachment A, "Notice"), Information Verification Form (Attachment B, "Information Form"), Release of Claims (Attachment C, "Release") and a postage paid return envelope. J&J will notify OFCCP if the letter is returned as undeliverable as soon as J&J receives notice. In addition, 50 days from the Effective Date J&J will notify OFCCP if (b) (6), (b) (7)(C) has not yet responded to the Notice and/or has not returned a signed Information Form. OFCCP will then attempt to obtain and provide an updated address to J&J within five (5) days of receiving the notice from J&J. J&J agrees to mail by first class mail a second Notice, Information Form, Release and postage paid return envelope to (b) (6), (b) (7)(C) updated address within five days of receiving the updated address.

2. Eligibility. To be eligible, (b) (6), (b) (7)(C) must sign and return the Information Form and Release to J&J within 60 days of the Effective Date of this Agreement. If (b) (6), (b) (7)(C) does not return the Information Form and Release to J&J within 60 days of the Effective Date of this Agreement, he will no longer be entitled to a payment under this Agreement.

Within five (5) days after the response deadline set out in the Information Form, J&J will inform OFCCP if (b) (6), (b) (7)(C) completed and returned the Information Form and Release by the deadline. J&J will provide a copy of the completed and returned Information Form and Release to OFCCP prior to disbursing the monetary settlement.

3. Monetary Settlement (Backpay). J&J agrees to distribute \$20,619.46 (\$18,410.24 in back pay and \$2,209.22 in interest), less legal deductions required by law from back pay only (such as federal, state and/ or local taxes and the employee's share of FICA taxes). J&J will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail the employee an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. These IRS forms will be mailed at the end of the year. J&J will disburse the monetary settlement within ten (10) calendar days after providing the completed and returned Information Form and Release to OFCCP.

Within five (5) calendar days of J&J's receipt of the check to (b) (6), (b) (7)(C) returned as undeliverable, J&J will notify OFCCP of this fact via e-mail sent to (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C) @dol.gov. OFCCP will attempt to locate (b) (6), (b) (7)(C) and if OFCCP obtains an alternate address, J&J will re-mail the check within five (5) calendar days of receiving an alternate or corrected address.

Within ten (10) calendar days of the cleared settlement check, J&J must submit documentation of the monetary payment to (b) (6), (b) (7)(C). The documentation must include the number and amount of the check and the date the check cleared the bank.

V. Technical Violations and Remedies

1. VIOLATION: J&J failed to provide training for the required personnel regarding J&J's reasonable accommodation policy and procedures in violation of 41 CFR 60-300.44(j) and 60-741.44(j).

REMEDY: J&J will provide training on J&J's reasonable accommodation policy and procedures to all individuals involved in any way in the accommodation process.

VI. OFCCP Monitoring Period

1. Recordkeeping. J&J agrees to retain all records relevant to the violations cited in Section VI above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data used to generate the required reports. J&J 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.** J&J agrees to furnish OFCCP with the following report during the Monitoring Period according to the following schedule:

J&J will submit the report via email to the OFCCP New Orleans District Office, Attn: Rachel Woods, District Director, at (b) (6), (b) (7)(C) J&J and OFCCP have a common interest in the information being provided in the report pursuant to this Agreement. To the extent any of the report J&J provides in accordance with this agreement are customarily kept private or closely-held, and J&J believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, J&J will provide such report to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents.

- i. **Schedule and Instructions.** J&J agrees to furnish OFCCP with the following report during the Monitoring Period according to the following schedule:

- a. **Progress Report:** J&J will submit one progress report to OFCCP, which shall be due six (6) months from the effective date of this Agreement. In this report J&J will provide OFCCP with documentation that all managers, supervisors and other personnel involved in the reasonable accommodation process at J&J have been trained on the reasonable accommodation policy and procedures. The documentation shall include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed in the training, and the name and job title of each person who conducted the training.

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

VII. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and J&J Worldwide Services.

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

Christopher Demers
Vice President, Chief Human Resources Officer
J&J Worldwide Services

DATE: September 26, 2022

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

Rachel M. Woods
District Director
New Orleans

DATE: September 28, 2022

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

Compliance Officer
New Orleans
Southwest

DATE: September 28, 2022

Attachments:

- A. Notice to Affected Employee
- B. Information Verification Form
- C. Release of Claims

ATTACHMENT A

NOTICE TO AFFECTED COMPLAINTANT

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

J&J WORLDWIDE SERVICES "J&J" and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to remedy the violations of Section 503 of the Rehabilitation Act ("Section 503"), Vietnam Veterans Readjustment Assistance Act ("VEVRAA"), and the Americans with Disabilities Act of 1990, as amended (ADA) that OFCCP found based on a complaint filed by you on April 9, 2021. OFCCP found J&J terminated you, a disabled veteran, from the (b) (6), (b) (7)(C) position. J&J has not admitted to any violation of SECTION 503, or VEVRAA or ADA and there has not been any adjudicated finding that J&J violated any laws. OFCCP and J&J 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 \$20,619.46 representing back pay and interest (less deductions required by law). Under the terms of the Agreement it may take up to three (3) 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 enclosed Information Verification Form and Release. These forms should be mailed as soon as possible; they *must* be postmarked to the address below no later than _____ for you to be entitled to participate in this settlement:

J&J Worldwide Service, 7710 Rialto Blvd., Suite 200, Austin, TX 78735

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

If you have any questions you may call (b) (6), (b) (7)(C) at J&J at (b) (6), (b) (7)(C) or OFCCP Compliance Officer (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 J&J by _____, you will not be eligible to receive a payment.

Sincerely,

Enclosures
Information Verification Form
Release of Claims Under Executive Order 11246

ATTACHMENT B

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 J&J WORLDWIDE SERVICES "J&J" 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 _____

Notify J&J at the address below if your address or phone number changes within the next six 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 _____, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

*J&J Worldwide Services
7710 Rialto Blvd., Suite 200
Austin, TX 78735*

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

Signature _____ Date _____

ATTACHMENT C

RELEASE OF CLAIMS

This Release of Claims ("Release") is a legal document. The document states that in return for J&J WORLDWIDE SERVICES ("J&J") paying you money, you agree that you will not file any lawsuit against J&J for allegedly violating Section 503, VEVRAA and ADA related to your termination from the position of (b) (6), (b) (7)(C). It also says that J&J 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 \$20,619.46 representing back pay and interest (less deductions required by law) by J&J Worldwide Services to me, which I agree is acceptable, I agree to the following:

Print Name

I.

I hereby waive, release and forever discharge J&J, 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; VEVRAA, as amended; and ADA, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my termination from the position of (b) (6), (b) (7)(C) on the basis of my disabled veteran status at any time prior to the date of my signature on this Release.

II.

I understand that J&J denies that it treated me unlawfully or unfairly in any way and that J&J 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 the matter without further legal proceedings in the complaint investigation initiated by me on April 9, 2021. I further agree that the payment of the aforesaid sum by J&J to me is not to be construed as an admission of any liability by J&J.

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 J&J on or before _____, I will not be entitled to receive any payment (less deductions required by law) from J&J.

IN WITNESS WHEREOF, I have signed this document on this _____ day of _____, 2022

Your Signature
