

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

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated Zoom Group Inc. ("Zoom") establishment located at 1904 Embassy Square Blvd, Louisville, Kentucky 40299-1841, beginning on July 27, 2021. OFCCP found that Zoom 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 CFR 60- 300.5(a)2-6.

OFCCP ADD notified Zoom of the specific violation and the corrective action required during the virtual onsite Exit Conference.

In the interest of resolving the violation without engaging in further legal proceedings and in exchange for sufficient consideration described in this document, OFCCP and Zoom enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

II. General Terms and Conditions

1. In exchange for Zoom's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under VEVRAA based on the violation(s) alleged. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Zoom 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 Zoom'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. Zoom will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents OFCCP requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves Zoom of its obligation to fully comply with the requirements of VEVRAA, its implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. Zoom agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided

information or assistance, or who participates in any manner in any proceeding in this matter.

5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This Agreement constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
7. This Agreement becomes effective on the day it is signed by the District Director, of the Nashville, Tennessee District Office.
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 Zoom submits its final progress report required in Section IV, below, unless OFCCP notifies Zoom in writing before the expiration date that Zoom 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 Zoom has met all of its obligations under the Agreement.
10. If Zoom violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-300.63 (2014) will govern:
 - i. OFCCP will send Zoom a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. The Zoom 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 Zoom 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 Zoom, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms in the Agreement.
 - b. Zoom may be subject to the sanctions set forth in 41 C.F.R. 60-300.66, and/or other appropriate relief for violating this Agreement.

11. Zoom does not admit any violation of VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
12. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
13. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.
14. Each party shall bear its own fees and expenses with respect to this matter.
15. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation, or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
16. All references to "days" in this Agreement are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

III. Technical Violation and Remedy

VIOLATION: During the period August 1, 2020 through July 31, 2021

Zoom Group Inc., failed to develop and maintain an Affirmative Action Plan relative to its obligation to fully comply with the requirements of the Vietnam Era Veterans' Readjustment Assistance Act of 1974 ("VEVRAA") and their implementing regulations, or other applicable laws enforcing non-discrimination or equal employment opportunity through affirmative action

REMEDY: Zoom Group Inc. will develop and implement a written AAP pursuant to the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212), as amended. Zoom Group Inc. will annually update and implement the content of its AAPs, as required by 41 CFR 60-300.40-44. Zoom will receive technical assistance training by OFCCP as to the requirements of an Affirmative Action Plan (AAP) and shall, within 60 days of the date of the agreement submit a "DRAFT" AAP as required by 41 CFR 60-300 to OFCCP for review. Upon review with Zoom and written notification by OFCCP, Zoom will submit their final AAP within 45 days to OFCCP.

IV. OFCCP Monitoring Period

1. Recordkeeping

Zoom agrees to retain all records relevant to the violation cited in Section III above, and the reports submitted in compliance as shown 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. The records will be retained until the expiration of this Agreement or consistent with regulatory requirements, whichever is later.

2. Contractor Reports

- a. **Schedule and Instructions.** Contractor agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

Zoom will submit reports to Rhue Shelton, Assistant District Director, at (b) (6), (b) (7)(C)@dol.gov and (b) (6), (b) (7)(C), Compliance Officer at (b) (6), (b) (7)(C)@dol.gov. Zoom 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 Zoom provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and the Zoom believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Zoom will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Zoom of the FOIA request and provide Zoom an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.

- i. The first progress report shall be due on November 15, 2023, and shall cover the period of November 01, 2022 through October 31, 2023.
- ii. The second progress report shall be due on November 12, 2024, and shall cover the period of November 01, 2023 through October 31, 2024.

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 Zoom's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Zoom in writing within sixty (60) days of the date of the final progress report that Zoom 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 Zoom within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Zoom has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Zoom Group Inc, 1904 Embassy Square Blvd, Louisville Kentucky.

DATE 12.12.2022

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

Contractor
Melissa Marvel - CEO
Zoom Group Inc
Louisville, Kentucky 40299-1841

DATE 12-12-2022

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

Compliance Officer—Nashville
Office of Federal Contract Compliance
Programs

DATE 12/12/2022

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

Rhue Shelton
Assistant District Director
Office of Federal Contract Compliance
Programs

DATE 12/12/2022

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

George E. Dorsey
District Director
Office of Federal Contract Compliance
Programs