

CONCILIATION AGREEMENT  
BETWEEN THE  
U.S. DEPARTMENT OF LABOR OFFICE OF FEDERAL CONTRACT COMPLIANCE  
PROGRAMS  
AND  
ONE DIVERSIFIED LLC  
363 MARKET STREET  
KENILWORTH, NJ 07033  
OFCCP CASE NO. R00308663

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated One Diversified LLC Kenilworth Campus' (One Diversified) establishment, beginning on July 26, 2022. OFCCP found that One Diversified failed to comply with Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), 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 Sections §60-1 through §60-300 and §60-741.

OFCCP notified One Diversified of the specific violation(s) and the corrective action(s) required in a Notice of Violation (NOV) issued on February 21, 2023.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient consideration described in this document, OFCCP and One Diversified 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 One Diversified's 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 violation(s) alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if One Diversified violates any provision of this Agreement, as set forth in Paragraph 10, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review One Diversified'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. One Diversified 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.

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(R00308663)

3. Nothing in this Agreement relieves One Diversified 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. One Diversified 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.
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 One Diversified submits its final progress report required in Section IV, below, unless OFCCP notifies One Diversified in writing before the expiration date that One Diversified 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 One Diversified has met all of its obligations under the Agreement.
10. If One Diversified violates this Agreement:
  - a. The procedures at 41 CFR §60-300.63 and/or 41 CFR §60-741.63 will govern:
    - i. OFCCP will send One Diversified a written notice stating the alleged violation(s) and summarizing any supporting evidence.
    - ii. One Diversified 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 One Diversified 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 One Diversified, 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. One Diversified may be subject to the sanctions set forth in provisions: 41 CFR §60-741.66, and 41 CFR §60-300.66, and/or other appropriate relief for violating this Agreement.
11. One Diversified does not admit 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 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 Violations and Remedies**

1. **Violation:** During the period January 1, 2021 through June 30, 2022, One Diversified failed to immediately list all employment openings with either the state workforce agency job bank or a local employment service delivery system serving the location where the openings occurred in violation of 41 CFR §60-300.5(a) 2-6.

**Remedy:** Effective immediately, One Diversified will list all employment openings as they occur with an appropriate employment service delivery system (ESDS) (either the state workforce agency job bank or a local ESDS, which is Union County, NJ Local American Job Center, located at 921 Elizabeth Ave., Elizabeth, NJ 07201) where the openings occur, in a manner and format that will allow the ESDS to provide priority

referrals of protected veterans to One Diversified, as required by 41 CFR §60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, One Diversified will also advise the employment service delivery system that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state, and provide the employment service delivery system with the name and address of each of its hiring locations within the state and the contact information for the contractor official responsible for hiring at each location, in accordance with 41 CFR §60-300.5(a)4. Should any of the information in the disclosures change since it was last reported to the ESDS, One Diversified will provide updated information simultaneously with its next job listing.

2. **Violation:** During the period January 1, 2021 through June 30, 2022, One Diversified failed to undertake outreach and positive recruitment activities that are reasonably designed to effectively recruit disabled veterans, recently separated veterans, other protected veterans, armed forces service medal veterans and qualified individuals with disabilities. This is a violation of 41 CFR §60-300.44(f)(1)(i) and 41 CFR §60-741.44(f). Specifically, One Diversified could not provide documentation that had established meaningful contacts with organizations of disabled veterans, recently separated veterans, other protected veterans, armed forces service medal veterans and qualified individuals with disabilities, and with vocational rehabilitation agencies or facilities, for such purpose as advice, technical assistance, and referral of potential employees.

**Remedy:** Effective immediately, One Diversified will undertake appropriate outreach and positive recruitment activities designed to effectively recruit disabled veterans, recently separated veterans, other protected veterans, Armed Forces service medal veterans and qualified individuals with disabilities. Specifically, One Diversified will enlist the assistance and support of organizations that are devoted to recruit qualified individuals with disabilities and covered veterans. At a minimum, Schneider will contact and maintain contacts with the following organizations:

New Jersey Division of Vocational Rehabilitation Services (NJDVRS)  
921 Elizabeth Avenue, 3<sup>rd</sup> Floor  
Elizabeth, NJ 07201  
Telephone: (908) 965-3940

American Association of People with Disabilities  
202 Pennsylvania Avenue, Mailbox 263  
Washington D.C. 20006  
Telephone: (202) 521-4316

Union County Local American Job Center  
921 Elizabeth Avenue  
Elizabeth, NJ 07201  
Telephone: (908) 558-8000

U.S. Department of Veterans Affairs, VR&E Division  
Union County Veterans' Services  
Union County Administrative Building  
10 Elizabethtown Plaza  
Elizabeth, NJ 07202  
Telephone: (908) 527-4918  
Website: [www.vetsuccess.gov](http://www.vetsuccess.gov)

Militaryhire.com  
17 South Main Street, Suite 201  
Akron, OH 44308  
Telephone: (800) 585-3690

#### **IV. OFCCP Monitoring Period**

1. **Recordkeeping.** One Diversified agrees to retain all records relevant to the violation(s) 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. One Diversified will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **One Diversified Reports.**

One Diversified agrees to furnish OFCCP with the following reports during the Monitoring Period. Each report will contain the documentation specified according to the dates scheduled:

- a. Progress Report 1: Due on July 31, 2023, covering the period of January 1, 2023 through June 31, 2023.
- b. Progress Report 2: Due on January 31, 2024, covering the period of July 1, 2023 through December 31, 2023.

Pursuant to Remedy 1:

- a. Documentation of One Diversified's listing of all job openings, as defined by the regulations, with the state workforce agency job bank or the local employment service delivery system where the openings occur; along with a report on the number of referrals/responses and the number of hires, providing for the hires, to the extent known, the number of recently separated veterans, other protected veterans, Armed Forces service medal veterans and other veterans covered by OFCCP's regulations.

Pursuant to Remedy 2:

- a. Documentation of One Diversified's outreach and recruitment efforts, targeting individuals with disabilities and veterans. One Diversified must provide a list of all disability and veteran outreach and recruitment activities, including but not limited to copies of letters, memos, record of telephone calls, and other documents generated in the normal course of business between One Diversified and any disability/veteran recruitment sources, including the organization listed in Part III under Violation 2. For each outreach effort or activity, One Diversified must provide a description of the results and effectiveness of that effort or activity.

One Diversified will submit reports to New Jersey District Office at 200 Sheffield Street, Suite 102, Mountainside, NJ 07092 or to e-mail addresses at (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C)

One Diversified 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 One Diversified provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely held, and the One Diversified believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, One Diversified will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify One Diversified of the FOIA request and provide One Diversified an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.

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

**V. SIGNATURES**

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and One Diversified LLC, 363 Market Street, Kenilworth, NJ 07033.

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

Eric Hutto  
President & CEO  
One Diversified LLC  
Kenilworth, New Jersey

DATE: 3/1/2023

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

Joanne Karayiannidis  
District Director  
New Jersey District Office

DATE: 03/06/2023

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

Kevin Kollgaard  
Assistant District Director  
New Jersey District Office

DATE: March 1, 2023

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

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

Compliance Officer  
New Jersey District Office

DATE: March 1, 2023