

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Astor & Sanders Corporation

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) initiated a complaint investigation of Astor & Sanders Corporation's (Astor & Sanders) establishment located at 1749 Old Meadow Road, Suite 300, McLean, VA 22102 beginning on January 9, 2023. OFCCP found that Astor & Sanders failed to comply with Section 503 of the Rehabilitation Act of 1973, as amended (Section 503) and its respective implementing regulation at 41 C.F.R. Part 60-741.

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 Astor & Sanders 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 Astor & Sanders' 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 Astor & Sanders violate 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 Astor & Sanders' compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Astor & Sanders 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 Astor & Sanders of its obligation to fully comply with the requirements of Executive Order 11246 (Executive Order), Section 503, 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. Astor & Sanders and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under Section 503.
5. Astor & Sanders 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 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 correction(s).
8. This Agreement becomes effective on the day it is signed by the Arlington District Director, Mid-Atlantic Region (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 Astor & Sanders submits its final progress report required in Section VII below, unless OFCCP notifies Astor & Sanders in writing before the expiration date that Astor & Sanders 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 Astor & Sanders has met all of its obligations under the Agreement.
11. If Astor & Sanders violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send Astor & Sanders a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Astor & Sanders 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 Astor & Sanders is unable to demonstrate that it has not violated the Agreement, or if OFCCP's alleges irreparable injury, OFCCP may initiate enforcement proceedings immediately without issuing a show cause notice or proceeding through any other requirement.

- iv. In the event of a breach of this Agreement by Astor & Sanders, 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. Astor & Sanders may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27 and/or other appropriate relief for violating this Agreement.
- 12. Astor & Sanders 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 Office of Federal Contract Compliance Programs of 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:** Astor & Sanders failed to make a reasonable accommodation to the known physical or mental limitation of an employee who is a qualified individual with a disability, in violation of 41 C.F.R. 60-741.21 (a)(6). Specifically, Astor & Sanders failed to engage in an interactive process when the Complainant requested an accommodation, in violation of 41 C.F.R. 60-741.21(a).

IV. Financial Remedy

1. **Settlement Amount.** Astor & Sanders agrees to pay the Complainant the amount of \$4,657.00, to resolve the specific violation set forth above. The total settlement amount includes \$4,500.00 in backpay and \$157.00 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 timely responds to the Notice Process as explained below.
 - c. **Payment to Complainant.** Astor & Sanders will issue a check or make an electronic payment to the 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 payments returned undelivered, or any checks not cashed, as set forth on the Timeline. A check that remains uncashed 180 days after the initial date the check was mailed to the Complainant will be void.
 - d. **Tax Payments, Forms and Reporting.** Astor & Sanders will pay Astor & Sanders's share of social security withholdings, and any other tax payments required by law from additional funds separate from the Settlement Fund. Astor & Sanders shall mail to the 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 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 Complainant will not be required to complete a W-4 or W-9 in order to receive a payment under this settlement.
3. **Notice Process**
 - a. **OFCCP and Astor & Sanders Obligations under the Notice Process.** The Notice Process set forth in this Agreement is intended to provide the Complainant a meaningful opportunity to understand their rights and obligations and act on them in a timely manner.
 - b. **Notice Documents.** Astor & Sanders will distribute the Notice Documents to the Complainant consistent with the sample Notice Documents contained in Attachment C. The Notice Documents will include a Notice and a Release of Claims. 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 Astor & Sanders, 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. **Distribution of Mail Notice to Complainant.** Astor & Sanders will provide initial notice by regular first-class mail. Astor & Sanders will send copies of all the Notice Documents as defined above, including a postage-paid return envelope, by first class mail to the best available mailing 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, Astor & Sanders will re-mail the Notice Documents within five (5) days of receipt of the forwarding address. A second mail notice will be sent to the Complainant if they fail to respond to the first mail notice unless the parties agree otherwise.
- e. **Distribution of Notice by Other Means.** Astor & Sanders shall work with OFCCP to develop a recommended plan for Notice by other means in addition to first class mail.
- 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. **Exchange of Information Regarding Complainant.** Astor & Sanders and OFCCP will timely exchange information regarding the Complainant, including updated contact information and the results of any technical assistance provided.
- h. **Documentation of Payments.** By the deadline set forth in the Timeline, Astor & Sanders will provide OFCCP with a copy of the cancelled check or electronic documentation of the payment 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.

- i. **Astor & Sanders 's Expenses.** Astor & Sanders 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. Additional Individual Relief

Personnel File. Astor & Sanders shall remove all references, if any, to any charge or allegation of discrimination against Astor & Sanders and this Complaint from the Complainant's personnel file. Astor & Sanders will remove all references, if any, to any discipline or termination from the Complainant's personnel file. The reason for the Complainant's separation from Astor & Sanders will be listed as a voluntary separation. Astor & Sanders may not disclose any information or refer to any charge of discrimination or this complaint in responding to requests for information about the Complainant. When fielding inquiries about the Complainant, Astor & Sanders shall provide neutral job references 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. **Revised Reasonable Accommodation Policies and Processes.** Within sixty (60) days after the Effective Date of this Agreement, Astor & Sanders will conduct a review of its reasonable accommodations policies and processes. The Astor & Sanders HR official (Official) will have the relevant educational background and experience to conduct such a review.

The Official will review Astor & Sanders' current reasonable accommodation process for the best practices identified below. The Official will identify where modifications or implementation of new policies, processes, or procedures are necessary. Within ninety (90) days of the Effective Date of this Agreement, the Official will submit a written proposal to OFCCP, detailing all recommended updates to Astor & Sanders' reasonable accommodation process. Upon receipt of the proposal, Astor & Sanders and OFCCP will negotiate in good faith any amendments thereto. Following OFCCP's acceptance of the proposal, Astor & Sanders will implement the new or revised policies, processes, and/or procedures, as agreed, and provide documentation of such to OFCCP, as detailed in Section VII, Part V.

- a. **Designation of responsible official.** Astor & Sanders shall designate an official to be responsible for the implementation of the reasonable accommodation procedures.
- b. **Description of process.** Astor & Sanders' reasonable accommodation procedures shall contain a description of the steps it takes when processing a reasonable accommodation request, including the process by which it renders a final determination on the accommodation request.

- c. **Form of Requests for Reasonable Accommodation.** Astor & Sanders' reasonable accommodation procedures shall specify that a request for reasonable accommodation may be oral or written and shall explain that there are no required "magic words" that must be used by the requester to request an accommodation. The procedures shall also state that requests for reasonable accommodation may be made by an applicant, employee, or by a third party such as a relative, job coach, or friend, on an applicant's or employee's behalf.
- d. **Submission of Reasonable Accommodation Requests by Employees.** Astor & Sanders' reasonable accommodation procedures shall identify to whom an employee (or a third party acting on their behalf) must submit an accommodation request. At a minimum, this shall include any supervisor or management official in the employee's chain of command, and the official responsible for the implementation of the reasonable accommodation procedures.
- e. **Recurring Requests for a Reasonable Accommodation.** Astor & Sanders' reasonable accommodation procedures shall provide that in instances of a recurring need for an accommodation the requester will not be required to repeatedly submit or renew their request for accommodation each time the accommodation is needed.
- f. **Supporting Medical Documentation.** Astor & Sanders' reasonable accommodation procedures shall explain the circumstances, if any, under which the contractor may request and review medical documentation in support of a request for reasonable accommodation. The procedures shall explain that any request for medical documentation is not required when the disability for which a reasonable accommodation is sought is known or readily observable and the need for accommodation is known or obvious.
- g. **Written Confirmation of Receipt of Request.** Astor & Sanders' reasonable accommodation procedures shall specify that written confirmation of the receipt of a request for reasonable accommodation will be provided to the requester, either by letter or email. The written confirmation shall include the date the accommodation request was received and be signed by the authorized decisionmaker or their designee.
- h. **Timeframe for Processing Requests.** Astor & Sanders' reasonable accommodation procedures shall state that requests for accommodation will be processed as expeditiously as possible.
- i. **Reasonable Accommodation Requests by Applicants.** Astor & Sanders' reasonable accommodation procedures shall include procedures to ensure that all applicants, including those using the contractor's online or other electronic

application system, are made aware of the contractor's reasonable accommodation obligation, and are invited to request any reasonable accommodation needed to participate fully in the application process. All applicants shall also be provided with contact information for Astor & Sanders' staff able to assist the applicant, or their representative, in making a request for accommodation. Astor & Sanders' procedures shall provide that reasonable accommodation requests by or on behalf of an applicant are processed expeditiously, using timeframes tailored to the application process.

- j. **Denial of Reasonable Accommodation.** Astor & Sanders' reasonable accommodation procedures shall specify that any denial or refusal to provide a requested reasonable accommodation will be provided in writing. The written denial shall include the reason for the denial and be dated and signed by the authorized decisionmaker or their designee. If Astor & Sanders provides an internal appeal or reconsideration process, the written denial shall inform the requester about this process.
 - k. **Confidentiality.** Astor & Sanders' reasonable accommodation procedures shall indicate that all requests for reasonable accommodation, related documentation (such as requests for confirmation receipts, requests for additional information, and decisions regarding accommodation requests), and any medical or disability-related information provided to the contractor will be treated as confidential medical records and maintained in a separate medical file, in accordance with Section 503.
 - l. **Dissemination of Procedures to Employees.** Astor & Sanders shall disseminate its written reasonable accommodation procedures to all employees. The notice of the reasonable accommodation procedures may be provided by including it in an employee handbook that is disseminated to all employees and/or by email or electronic posting on Astor & Sanders' intranet or other webpage where work-related notices are ordinarily posted.
 - m. **Training.** Astor & Sanders shall provide annual training for its supervisors and managers regarding the implementation of the reasonable accommodation procedures. Training will be provided whenever significant changes are made to the reasonable accommodation procedures. Training regarding the reasonable accommodation procedures may be provided in conjunction with other required equal employment opportunity or affirmative action training.
2. **Training on Policies and Processes.** The Official will provide training to Astor & Sanders' 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 Official will also train supervisory and management employees on Astor & Sanders' reasonable

accommodation policies, processes, and procedures. The training will take place within 150 days of the Effective Date of this Agreement.

VII. OFCCP Monitoring Period

1. **Recordkeeping.** Astor & Sanders 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 Systems (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. Astor & Sanders shall retain the records until this Agreement expires or for the timeframe consistent with regulatory requirements, whichever is later.

2. **Astor & Sanders Reports.**

- a. **Schedule and Instructions.** Astor & Sanders agrees to furnish the OFCCP with the following report during the Monitoring Period according to the following schedule: Progress Report: Due on October 31, 2023.

Astor & Sanders will submit reports to District Director, Quecena Villere at (b) (6), (b) (7)(C)@dol.gov. Astor & Sanders 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 Astor & Sanders provides in accordance with this Agreement are customarily kept private or closely held, and Astor & Sanders believes should remain confidential under Exemption 4 of FOIA in the event of a FOIA request, Astor & Sanders 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 to the maximum extent allowed by law.

The progress report will include:

- i. A copy of the Notice to Complainant sent to the Complainant.
 - ii. A copy of the signed Release of Claims under Section 503 returned by the Complainant.
 - iii. Documentation of the Settlement Amount paid to the 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 pursuant to the Agreement and documentation of its compliance with the remedy provisions of this Agreement.

- v. Copies of reasonable accommodation policies, and documentation of any accommodation requests received and their resolution, if any. Where requests for accommodations were denied or an alternate accommodation was provided, Astor & Sanders will provide specific details and documents explaining why the accommodation was not granted or how the alternate accommodation sufficed the request.
 - vi. Documentation of the training provided to Astor & Sanders' supervisory and management employees on the equal employment opportunity requirements of Section 503 and its implementing regulations, and the reasonable accommodation process, 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.
3. **Close of Monitoring Period and Termination of Agreement.** This Agreement will remain in effect until the Monitoring Period is completed. The Monitoring Period will close once OFCCP accepts Astor & Sanders' final progress report as set forth in Section II, Paragraph 10. If OFCCP failed to notify Astor & Sanders in writing within sixty (60) days of the date of the final progress report that Astor & Sanders 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 Astor & Sanders within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Astor & Sanders has met all of all of its obligations under the Agreement or OFCCP determines that Astor & Sanders is in violation of the Agreement, at which point the procedures at 41 C.F.R. 60-1.34 will govern.

VIII. Signatures

The person signing this Agreement on behalf of Astor & Sanders personally warrants that they are fully authorized to do so, that Astor & Sanders has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Astor & Sanders.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Astor & Sanders Corporation, 1749 Old Meadow Road Suite 300, McLean, VA 22102.

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

Sadhna Agrawal
President and CEO
Astor & Sanders Corporation

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

Queena Villere
District Director
OFCCP, Arlington District Office

DATE: 5-25-2023

DATE: June 1, 2023

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

For (b) (6), (b) (7)(C)
Compliance Officer
OFCCP, Arlington District Office

June 1, 2023
DATE: _____

Attachments:

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

ATTACHMENT A

COMPLAINANT

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

ATTACHMENT B

TIMELINE

ACTIVITY	DATE
Astor & Sanders mails/emails Notice Documents	May 21, 2023
Deadline for Complainant to Reply to Notice	June 19, 2023
Astor & Sanders Notifies OFCCP if Complainant failed to respond to Notice	June 22, 2023
If necessary, OFCCP provides Astor & Sanders with updated contact information for Complainant	July 2, 2023
If necessary, Astor & Sanders mails/emails Notice Documents (Second Mailing)	July 9, 2023
Deadline for Complainant to Reply to Second Notice (if applicable)	August 7, 2023
Astor & Sanders mails/electronically deposits back-pay and interest check/amount	Within five (5) days of receipt of the signed Release of Claims
Progress Report Due	October 31, 2023

ATTACHMENT C

NOTICE TO COMPLAINANT

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

Astor & Sanders Corporation (Astor & Sanders) 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 Section 503 of the Rehabilitation Act, as amended (Section 503) that OFCCP found during the investigation of your complaint against Astor & Sanders. Astor & Sanders has not admitted to any violation of Section 503 and there has not been any adjudicated finding that Astor & Sanders violated any laws. OFCCP and Astor & Sanders entered into this Agreement to resolve the matter without resorting to further legal proceedings.

Under the Agreement, you are eligible to receive a payment of \$4,657.00 (\$4,500.00 in backpay and \$157.00 in interest) (less deductions required by law). Under the terms of the Agreement, it may take up to three months from the date of this letter before you receive your payment. 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 [insert date 30 days of the postmarked date on the envelope containing this notice].**

[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 Astor & Sanders at [phone number], 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 TO ASTOR & SANDERS BY [Insert date] YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

Sincerely,
[Name]

Enclosure
Release of Claims Form

ATTACHMENT C

RELEASE OF CLAIMS UNDER SECTION 503 OF THE REHABILITATION ACT, 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, as amended, is a legal document. This document states that in return for Astor & Sanders Corporation (Astor & Sanders) providing you with money, you agree that you will not file any lawsuit against Astor & Sanders for allegedly violating Section 503 of the Rehabilitation Act of 1973, as amended in relation to your termination. It also says that Astor & Sanders 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 \$4,657.00 (less deductions required by law) by Astor & Sanders to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Astor & Sanders, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, 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 of the Rehabilitation Act, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate to my termination on the basis of my disclosing or discussing pay 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 of the Rehabilitation Act, as amended, relating to my termination with Astor & Sanders through the Effective Date of this Release.

II.

I understand that Astor & Sanders denies that it treated me unlawfully or unfairly in any way and that Astor & Sanders 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 OFCCP's complaint investigation of Astor & Sanders initiated on January 9, 2023. I further agree that the payment of the aforesaid sum by Astor & Sanders to me is not to be construed as an admission of any liability by Astor & Sanders.

ATTACHMENT C

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.

I understand that if I do not sign this Release and return it to Astor & Sanders such that it is received by [insert date], I will not be entitled to receive any payment (less deductions required by law).

IN WITNESS WHEREOF, I have signed this document of my own free will.

Signature: _____ Date: _____

Printed Name: _____