

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
Veterans Evaluation Services (“A Maximus Company”)

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) initiated a complaint investigation of the Veterans Evaluation Services (Veterans Evaluation Services) establishment located at 1600 Tysons Blvd, Suite 1400, Mclean VA 22102, beginning on April 21, 2023. It is alleged that Veterans Evaluation Services failed to comply with Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503) and its respective implementing regulations at 41 Code of Federal Regulations (CFR) Parts 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 Veterans Evaluation Services 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 Veterans Evaluation Services' 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 Veterans Evaluation Services 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 Veterans Evaluation Services' compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Veterans Evaluation Services 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 Veterans Evaluation Services 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. Veterans Evaluation Services and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under Section 503.
5. Veterans Evaluation Services 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 Mid-Atlantic Regional 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 Veterans Evaluation Services submits its final progress report required in Section VII below unless OFCCP notifies Veterans Evaluation Services in writing before the expiration date that Veterans Evaluation Services 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 Veterans Evaluation Services has met all of its obligations under the Agreement.
11. If Veterans Evaluation Services violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send Veterans Evaluation Services a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Veterans Evaluation Services 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 Veterans Evaluation Services is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges an 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 Veterans Evaluation Services, 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. Veterans Evaluation Services 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. Veterans Evaluation Services 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 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. **ALLEGED VIOLATION:** Veterans Evaluation Services 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, Veterans Evaluation Services 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.** Veterans Evaluation Services agrees to pay the Complainant, identified in Attachment A, the amount of \$20,000 to resolve the specific violation set forth above.

2. Allocation

- a. **Total Amount to be Allocated.** The back pay 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.
- c. **Payment to Complainant.** Veterans Evaluation Services 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.** Veterans Evaluation Services will pay Veterans Evaluation Services' share of social security withholdings and any other tax payments required by law from additional funds separate from the Settlement Amount. Veterans Evaluation Services 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 Veterans Evaluation Services 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.

- b. **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.
- c. **Notice Documents.** Veterans Evaluation Services will distribute the Notice Document and Release of Claims form listed in Attachment C to the Complainant within 5 days of Effective Date of the Agreement.
- d. **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.
- e. **Exchange of Information Regarding Complainant.** Veterans Evaluation Services and OFCCP will timely exchange information regarding the Complainant, including updated contact information and the results of any technical assistance provided.
- f. **Documentation of Payments.** By the deadline set forth in the Timeline, Veterans Evaluation Services will provide OFCCP with a copy of the canceled 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.
- g. **Veterans Evaluation Services' Expenses.** Veterans Evaluation Services 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. Veterans Evaluation Services shall remove all references, if any, to any charge or allegation of discrimination against Veterans Evaluation Services and this Complaint from the Complainant's personnel file. Veterans Evaluation Services 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 Veterans Evaluation Services will be listed as a voluntary separation. Veterans Evaluation Services 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, Veterans Evaluation Services 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, Veterans Evaluation Services or its designee shall conduct a review of its reasonable accommodations policies and processes. The Veterans Evaluation Services HR official or its designee (collectively, Official) will have the relevant educational background and experience to conduct such a review.

The Official will review Veterans Evaluation Services' 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 sixty (60) days of the Effective Date of this Agreement, the Official will submit a written proposal to OFCCP, detailing all recommended updates to Veterans Evaluation Services' reasonable accommodation process. Upon receipt of the proposal, Veterans Evaluation Services and OFCCP will negotiate in good faith any amendments thereto. Following OFCCP's acceptance of the proposal, Veterans Evaluation Services will implement the new or revised policies, processes, and/or procedures, as agreed, and provide documentation of such implementation to OFCCP, as detailed in Section VII.

- a. **Designation of responsible official.** Veterans Evaluation Services shall designate an official from the Maximus Accommodation and Leave Team to be responsible for the implementation of the reasonable accommodation procedures.
- b. **Description of process.** Veterans Evaluation Services' 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.** Veterans Evaluation Services' 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.** Veterans Evaluation Services' reasonable accommodation procedures shall identify to whom an employee or applicant (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. **Supporting Medical Documentation.** Veterans Evaluation Services' reasonable accommodation procedures will explain the circumstances, if any, under which the contractor may request and review medical documentation in support of a request for reasonable accommodation.
- f. **Written Confirmation of Receipt of Request.** Veterans Evaluation Services' reasonable accommodation procedures will 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 will include the date the accommodation request was received.
- g. **Timeframe for Processing Requests.** Veterans Evaluation Services' reasonable accommodation procedures will state that requests for accommodation will be processed as expeditiously as possible.
- h. **Reasonable Accommodation Requests by Applicants.** Veterans Evaluation Services' reasonable accommodation procedures will 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. In addition, all applicants will be provided with contact information for Veterans Evaluation Services staff able to assist the applicant or their representative in making a request for accommodation. Furthermore, Veterans Evaluation Services' procedures will provide that reasonable accommodation requests by or on behalf of an applicant are processed expeditiously, using timeframes tailored to the application process.
- i. **Denial of Reasonable Accommodation.** Veterans Evaluation Services' reasonable accommodation procedures will specify that any denial or refusal to provide a requested reasonable accommodation will be provided in writing. Written denials will include the reason for the denial and be dated. If Veterans Evaluation Services provides an internal appeal or reconsideration process, the written denial must inform the requester about this process.
- j. **Confidentiality.** Veterans Evaluation Services' reasonable accommodation procedures will 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.
- k. **Dissemination of Procedures to Employees.** Veterans Evaluation Services 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 the Veterans Evaluation Services' intranet or other webpage where work-related notices are ordinarily posted.

1. **Training.** Veterans Evaluation Services shall provide annual training for all employees regarding the implementation of the reasonable accommodation procedures. Training will also 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. **Equal Employment Opportunity Policy.** The Official will ensure Veterans Evaluation Services' Equal Employment Opportunity policy includes a statement that it will not intimidate, threaten, coerce, or discriminate against any individual because the individual has engaged in or may engage in any of the following activities: (1) Filing a complaint; (2) Assisting or participating in any manner in an investigation, compliance evaluation, hearing, or any other activity related to the administration of the act or any other federal, state, or local law requiring equal opportunity for individuals with disabilities; (3) Opposing any act or practice made unlawful by Section 503 or any other federal, state, or local law requiring equal opportunity for individuals with disabilities; or (4) Exercising any other right protected by Section 503.
3. **Training on Policies and Processes.** The Official will provide training to Veterans Evaluation Services' 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 Veterans Evaluation Services' reasonable accommodation policies, processes, and procedures. The training will take place within 180 days of OFCCP's acceptance of the Official's proposal.
 - a. **Know Your Rights.** The Official will ensure that Veterans Evaluation Services posts notice of their EEO and affirmative action obligations in conspicuous places, available and accessible to both employees and applicants for employment, whether by physical or electronic posting. The "Know Your Rights" poster should be in break rooms, common areas for employees, and areas frequented by applicants for employment.
 - b. **Recordkeeping and Retention.** The Official will ensure that all records relating to requests for reasonable accommodation, including their resolution, are documented and that documents are retained in accordance with 41 C.F.R. 60-741.80.

VII. OFCCP Monitoring Period

1. **Recordkeeping.** Veterans Evaluation Services 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. Veterans Evaluation Services shall retain the records until this Agreement expires or for the timeframe consistent with regulatory requirements, whichever is later.

2. Veterans Evaluation Services Reports.

a. **Schedule and Instructions.** Veterans Evaluation Services agrees to furnish OFCCP with two reports during the Monitoring Period according to schedule:
Progress Report 1: Due on January 15, 2023; Progress Report 2: Due on July 31, 2024.

Progress Report 1 will include the following:

1. A copy of the Notice to Complainant sent to the Complainant identified in Attachment A.
2. A copy of the signed Release of Claims under Section 503 returned by the Complainant.
3. Documentation of the Settlement Amount paid to the Complainant. The documentation must include a copy of the canceled 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.

Progress Report 2 will be due on July 31, 2024, and will include the following:

1. Documentation of all modifications of personnel practices made pursuant to the Agreement and documentation of its compliance with the remedy provisions of this Agreement.
2. Copies of reasonable accommodation policies.
3. Documentation for time period of November 1, 2023, through July 1, 2024 of any accommodation requests received, the accommodation resolution, rejected/disapproved requests, and the reason for the rejection/disapproval if

any (an excel spreadsheet to include, but not limited to; employee name or employee id, race, gender, job title, department, date of hire, date of termination, date of accommodation request, the accommodation request, the resolution of the request, reason for the rejected/disapproved request, date of approval for the request, date of rejection/disapproval of the request, and the reason for the rejected/disapproved requests).

4. Photographs and screenshots to demonstrate that Veterans Evaluation Services posted notice of its EEO and affirmative action obligations in conspicuous places, available and accessible to both employees and applicants for employment, whether by physical or electronic posting.
5. Documentation of the training provided to Veterans Evaluation Services' supervisory and management employees on the equal employment opportunity requirements of Section 503 and its implementing regulations, including but not limited to date(s) of training, course name, description and content of the training program, training log, attendees' names, and job titles.

Veterans Evaluation Services will submit the report to District Director Queena Villere at [\(b\) \(6\), \(b\) \(7\)\(C\)@dol.gov](mailto:(b) (6), (b) (7)(C)@dol.gov). Veterans Evaluation Services 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 Veterans Evaluation Services provides in accordance with this Agreement are customarily kept private or closely held, and Veterans Evaluation Services believes should remain confidential under Exemption 4 of FOIA in the event of a FOIA request, Veterans Evaluation Services 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.

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 Veterans Evaluation Services' final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify Veterans Evaluation Services in writing within sixty (60) days of the date of the final progress report that Veterans Evaluation Services 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 Veterans Evaluation Services within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Veterans Evaluation Services has met all of all of its obligations under the Agreement or OFCCP determines that Veterans Evaluation Services 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 Veterans Evaluation Services personally warrants that they are fully authorized to do so, that Veterans Evaluation Services has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Veterans Evaluation Services.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Veterans Evaluation Services, 1600 Tysons Blvd, Suite 1400, Mclean, VA 22102.

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

Nathaniel J. Hill
Senior Vice President and
Employment Counsel
Maximus

10.30.2023
DATE

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

Samuel B. Maiden
Regional Director
OFCCP, Mid-Atlantic Regional Office

October 30, 2023
DATE

Attachments:

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

Attachment A

COMPLAINANT

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

Attachment B

TIMELINE

ACTIVITY	DATE
Veterans Evaluation Services mails/emails Notice Documents	Within 5 days of the Effective Date of this Agreement
Deadline for Complainant to Reply to Notice	Within 10 days of receipt of the Notice
Veterans Evaluation Services mails/electronically deposits back-pay and interest check/amount	Within 5 days of receipt of the signed Release of Claims
Review current reasonable accommodation process and send a written proposal to OFCCP, detailing all recommended updates to Veterans Evaluation Services' reasonable accommodation process.	Within 60 days of the Effective Date of this Agreement
Training on reasonable accommodation policies, processes, and procedures	Within 180 days of OFCCP's acceptance of the Official's proposal.
1 st Progress Report Due	January 15, 2024
2 nd Progress Report Due	July 31, 2024

Attachment C

NOTICE TO COMPLAINANT

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

Veterans Evaluation Services (Veterans Evaluation Services) 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 Veterans Evaluation Services. Veterans Evaluation Services has not admitted to any violation of Section 503, and there has not been any adjudicated finding that Veterans Evaluation Services violated any laws. OFCCP and Veterans Evaluation Services 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 \$20,000 in backpay, 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 within 10 days of postmarked date on the envelope containing this notice.**

Wendy Roberts
Legal Employment & Labor Specialist
Maximus
1600 Tysons Blvd, #1400
McLean, VA 22102
(b) (6), (b) (7)(C)@maximus.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 Wendy Roberts at Maximus 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 TO VETERANS EVALUATION SERVICES BY [Insert date], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

Sincerely,
Wendy Roberts

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 Veterans Evaluation Services (Veterans Evaluation Services) providing you with money, you agree that you will not file any lawsuit against Veterans Evaluation Services for allegedly violating Section 503 of the Rehabilitation Act of 1973, as amended in relation to your termination. It also says that Veterans Evaluation Services 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 \$20,000 (less deductions required by law) by Veterans Evaluation Services to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release, and forever discharge Veterans Evaluation Services, 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 against Veterans Evaluation Services as of the date of my signature on this Release. By signing this agreement, I agree that the payment that I will receive from Veterans Evaluation Services thereafter will make me whole for any claim that could have been brought under Section 503 of the Rehabilitation Act, as amended, relating to my termination with Veterans Evaluation Services through the Effective Date of this Release.

II.

I understand that Veterans Evaluation Services denies that it treated me unlawfully or unfairly in any way and that Veterans Evaluation Services 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 my complaint against Veterans Evaluation Services without further legal proceedings all issues related to OFCCP's complaint investigation of Veterans Evaluation Services initiated on April 21, 2023. I further agree that the payment of the aforesaid sum by Veterans Evaluation Services to me is not to be construed as an admission of any liability by Veterans Evaluation Services.

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 Veterans Evaluation Services 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: _____