

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
Comsaco, LLC

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) initiated a complaint investigation of Comsaco, LLC (Comsaco), located at 3737 E Virginia Beach Blvd, Norfolk, VA 23502, beginning on December 27, 2022. OFCCP found that Comsaco failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order) and its respective implementing regulations at 41 C.F.R. Part 60-1.

OFCCP notified Comsaco of the specific violations in the Notification of Results of Investigation (NORI) issued on March 11, 2024.

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 Comsaco 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 Comsaco's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, based on the violations alleged in the NORI. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Comsaco 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 Comsaco'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. Comsaco 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 Comsaco of its obligation to fully comply with the requirements of E.O. 11246; Section 503 of the Rehabilitation Act of 1973, as amended (Section 503); and/or the Vietnam Era Veterans Readjustment Assistance Act, as amended, (VEVRAA); their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. Comsaco and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246.
5. Comsaco 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 into 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 corrections.
8. This Agreement becomes effective on the day it is signed by the Arlington District 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 Comsaco submits its final progress report required in Section VIII, below, unless OFCCP notifies Comsaco in writing before the expiration date that Comsaco 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 Comsaco has met all of its obligations under the Agreement.
11. If Comsaco violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send Comsaco a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Comsaco 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 Comsaco 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 Comsaco, 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. Comsaco 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. Comsaco 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

Violation: Comsaco discriminated against the complainant identified in Attachment A (Complainant) by terminating his employment because he inquired about and discussed pay, in violation of 41 CFR 60-1.4(a)(3). Specifically, OFCCP found that Comsaco wrongfully terminated the Complainant because he inquired about receiving a pay raise

IV. Financial Remedy

1. **Settlement Amount.** Comsaco agrees to pay the Complainant, identified in Attachment A, the total lump sum settlement amount of \$10,635.07, to resolve the violation set forth above.
2. **Payment to Complainant.** Comsaco 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.

3. Notice Process

- a. **OFCCP and Comsaco Obligations under the Notice Process.** The Notice Process set forth in this Agreement is intended to provide the Complainant a meaningful opportunity to understand his rights and obligations and act on them in a timely manner.
- b. **Notice Documents.** Comsaco will distribute the Notice Document and Release of Claim form listed in Attachment C to the Complainant within five (5) days of the Effective Date of the Agreement.
- 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. **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.** Comsaco 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, Comsaco 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. **Comsaco's Expenses.** Comsaco 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. Comsaco shall remove all references, if any, to any charge or allegation of discrimination against Comsaco and this complaint from the Complainant's personnel file. Comsaco will remove all references, if any, to any discipline or termination from the Complainant's personnel file. The reason for Complainant's separation from Comsaco will be listed as a voluntary separation. Comsaco's human resources personnel, and other officials/managers responsible for providing employment references, 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, Comsaco shall provide a neutral job reference 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

Workplace Environment

Comsaco will:

1. Immediately cease using the employment policies and practices that negatively affect applicants or employees who discuss, disclose, or inquire about their pay or the pay of others consistent with applicable law.
2. Within ninety (90) calendar days of the Effective Date of this Agreement, Comsaco will conduct an internal review to evaluate whether it has policies or practices that prohibit or tend to restrict employees or applicants from discussing or disclosing their compensation or the compensation of others consistent with applicable law. Based on what it learns, Comsaco will write improved guidelines for its pay transparency practices consistent with applicable law.
3. Disseminate to all employees its revised guidelines, including employee manuals and handbooks, to include the nondiscrimination provisions of 41 C.F.R. 60-1.4(a)(3).

VII. Technical Violation and Remedy

Violation: Comsaco failed to disseminate the "Pay Transparency Nondiscrimination Provision," using the language prescribed by the Director of OFCCP, to employees and applicants, as required by 41 CFR 60-1.35(c). Specifically, Comsaco officials were not aware of the Pay Transparency Nondiscrimination Provision; discouraged employees from disclosing or discussing pay; failed to incorporate the nondiscrimination provision into existing employee manuals or handbooks; and failed to post the nondiscrimination provision electronically or by posting a copy of the provision in conspicuous places available for employees and applicants. As of April 8, 2024, this violation was resolved.

Remedy: Comsaco will disseminate the "Pay Transparency Nondiscrimination Provision," using the language prescribed by the Director of OFCCP, to employees and applicants by posting the provision electronically or by posting a copy of the provision in conspicuous places available for employees and applicants; and by incorporating the nondiscrimination provision into existing employee manuals or handbooks, as required by 41 CFR 60-1.35(c). In order to facilitate the implementation of this requirement, OFCCP has created two versions of the nondiscrimination provision which can be found on OFCCP's website. In addition, Comsaco will conduct a pay transparency campaign by disseminating an all-employee email and discuss the provision in employee meeting(s). As of April 8, 2024, this was resolved.

VIII. OFCCP Monitoring Period

1. **Recordkeeping.** Comsaco agrees to retain all records relevant to the violation cited in Sections III and VII 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. Comsaco 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.** Comsaco agrees to furnish OFCCP with the following report during the Monitoring Period according to the following schedule:

Progress Report: Due on October 31, 2024.

The progress report will include:

i. For the Discrimination Violation identified in Part III, above.:

- 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 Executive Order 11246 returned by the Complainant identified in Attachment A.
- 3) Documentation of the monetary payment to the Complainant as specified in Section IV, above. The documentation must include: (a) if paying by check, a copy of the check and the date the check cleared the bank; (b) if paying electronically, a copy of the notification that payment was made into Complainant's bank account.
- 4) A copy of the Complainant's personnel file reflecting the changes specified in Section V, above.

Comsaco will submit the report to Queena Villere, District Director, at (b) (6), (b) (7)(C)@dol.gov. Comsaco 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 Comsaco provides in accordance with this Agreement are customarily kept private or closely held, and Comsaco believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Comsaco 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 of law.

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

X. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Comsaco, LLC, 3737 E Virginia Beach Blvd., Norfolk, VA 23502.

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

Eric W. Westhoff
Vice President
Comsaco, LLC

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

Queena Villere
Arlington District Director
Arlington District Office
OFCCP, Mid-Atlantic Region

DATE: 04/08/2024

DATE: April 8, 2024

Attachments:

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