

CONCILIATION AGREEMENT

Between

THE U.S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

WEST CORPORATE MANAGEMENT GROUP, ACQUIRED BY ALORICA BUSINESS
SOLUTIONS LLC
1315 FINANCIAL BLVD
RENO, NV 89502

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated West Corporate Management Group, acquired by Alorica Business Solutions LLC (hereinafter "Alorica"), at 1315 Financial Boulevard, Reno, Nevada 89502 and found that Alorica was not in compliance with Executive Order 11246, as amended ("E.O. 11246"), Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 ("Section 503"), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 ("VEVRAA"), and their implementing regulations at 41 CFR Sections 60-1, 60-2, 60-3, 60-4, 60-300, and 60-741. OFCCP notified Alorica of the specific violations found and the corrective actions required in a Notice of Violations issued on January 24, 2018. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and Alorica enter into this contract ("Conciliation Agreement" or "Agreement") and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Alorica's fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and VEVRAA based on the violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violations described in Part III if Alorica violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Alorica agrees that OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Alorica will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.

3. Alorica has notified OFCCP that its facility located at 1315 Financial Boulevard, Reno, Nevada, is projected to close on July 31, 2018. To the extent Alorica remains covered under the E.O. 11246, Section 503, and/or VEVRAA, nothing in this agreement relieves Alorica of its obligation to fully comply with the requirements of E.O. 11246, as amended, Section 503, or VEVRAA; their implementing regulations, or any other equal employment statutes under which Alorica is covered.
4. Alorica promises not to harass, intimidate, threaten, discriminate or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 CFR 60-1.32(a).
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound, and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.
7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day it is signed by the Greater San Francisco/Bay District Office Director (the "Effective Date"); unless the Regional Director of the Pacific Region or Director of OFCCP indicates otherwise within 45 calendar days of the date the Director of Regional Operations signs the Agreement.
9. This Agreement will expire sixty (60) days after Alorica submits the final progress report required in Part IV (A) below, unless OFCCP notifies Alorica in writing prior to the expiration date that Alorica has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Alorica has met all of its obligations under the Agreement.
10. If Alorica violates this Conciliation Agreement,
 - A. The procedures set forth at 41 CFR 60-1.34 will govern:
 - 1) If OFCCP believes that Alorica violated any term of the Agreement while it was in effect, OFCCP will send Alorica a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) Alorica will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement, unless such a delay would

result in irreparable injury to the employment rights of affected employees or applicants.

- 3) If Alorica 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.
- 4) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.

B. Alorica may be subject to the sanctions set forth in Section 209 of E.O. 11246, 41 CFR 60-300.66, 41 CFR 741.66, and/or other appropriate relief for violation of this Agreement.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. **VIOLATION:** During the period March 24, 2014 through February 29, 2016, Alorica failed to include the equal opportunity clause for VEVRAA in its subcontracts and/or purchase orders, either directly or by reference, in violation of 41 CFR 60-300.5(a)-(d) (2014).

REMEDY: Alorica will include or reference the provisions of the equal opportunity clause in its subcontracts and purchase orders, as required by 41 CFR 60-300.5(a)-(d) (2014). If Alorica incorporates the equal opportunity clause in its subcontracts and purchase orders by reference, rather than by restating the clause verbatim, it must incorporate the clause in the manner prescribed by 41 CFR 60-300.5(a)-(d) (2014).

2. **VIOLATION:** During the period March 24, 2014 through February 29, 2016, Alorica failed to include the equal opportunity clause for Section 503 in its subcontracts and/or purchase orders, either directly or by reference, in violation of 41 CFR 60-741.5(a)-(d) CFR 60-741.5(a)-(d)(2014).

REMEDY: Alorica will include or reference the provisions of the equal opportunity clause in its subcontracts and purchase orders, as required by 41 CFR 60-741.5(a)-(d) (2014). If Alorica incorporates the equal opportunity clause in its subcontracts and purchase orders by reference, rather than by restating the clause verbatim, it must incorporate the clause in the manner prescribed by 41 CFR 60-741.5(a)-(d) (2014).

PART IV. REPORTS REQUIRED

1. Alorica must submit the documents and report described below to Compliance Officer (b) (7)(C), (b) (7)(E) of the San Francisco/Bay District Office, 90 7th Street, Suite 18-300, San Francisco, CA 94103.

REPORT DUE DATE
July 31, 2018

PERIOD COVERED
September 1, 2017 through June 29, 2018

A. Alorica will include the following items in its report:

1. A copy of three (3) Alorica subcontracts and/or purchase orders that include or reference the provision of the equal opportunity clauses for VEVRAA and Section 503, as required by 41 CFR 60-300.5(a)-(d) and 60-741.5(a)-(d).
2. Report and confirmation that the establishment located at 1315 Financial Blvd., Reno, NV is closed.

PART V. SIGNATURES

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Alorica Business Solutions, 1315 Financial Boulevard, Reno, Nevada 89502.

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

ANDY LEE
Chief Executive Officer
Alorica Business Solutions LLC

Date: 07/27/18

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

LUIS RODRIGUEZ
Acting District Director
Greater San Francisco/Bay District Office

Date: 9/12/18