

**Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
and  
Direct Energy  
D Energy – Home Warranty of America  
1371 Abbott Crescent  
Buffalo Grove, IL 60089  
(R00207741)**

**PART I: General Provisions**

1. This Agreement is between the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP), and Direct Energy.
2. The violation identified in this Agreement were found during a compliance evaluation of Direct Energy at its D Energy – Home Warranty of America establishment at 1371 Abott Crescent Buffalo Grove, Illinois 60089, which began on June 5, 2018, and were specified in a Notice of Violation that was issued on October 22, 2018. OFCCP alleges that Direct Energy has violated the Vietnam Era Veterans' Readjustment Assistance Act, as amended and implementing regulations at 41 CFR Chapter 60 due to the specific violation cited in Part II below.
3. This Agreement does not constitute an admission by Direct Energy of any violation of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212) and the implementing regulations.
4. The provisions of this Agreement will become part of Direct Energy's AAP. Subject to the performance by Direct Energy of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of Direct Energy with all OFCCP programs will be deemed resolved. However, Direct Energy is advised that the commitments contained in this Agreement do not preclude future determinations of noncompliance based on a finding that the commitments are not sufficient to achieve compliance.
5. Direct Energy agrees that OFCCP may review compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents, as may be relevant to the matter under investigation and pertinent to Direct Energy compliance. Direct Energy shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve, Direct Energy from the obligation to comply with the requirements of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212), their implementing regulations, or any other equal employment statute or executive order or its implementing regulations.
7. Direct Energy agrees that there will be no retaliation of any kind against any beneficiary of this Agreement or against any person who has provided information or assistance, or who files a complaint, or who participates in any manner in any proceedings under Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212).

8. This Agreement will be deemed to have been accepted by the Government on the date of the signature by the District Director for OFCCP, unless the Director for OFCCP indicates otherwise within 45 calendar days of the District Director's signature on this Agreement.
9. If at any time in the future, OFCCP believes that Direct Energy has violated any portion of this Agreement during the term of this Agreement Direct Energy will be promptly notified of that fact in writing. This notification will include a statement of the facts and circumstances relied upon in forming that belief. In addition, the notification will provide Direct Energy with 15 calendar days from receipt of the notification to respond in writing, except where OFCCP alleges that such a delay would result in irreparable injury.

Enforcement proceedings for violation of this Agreement may be initiated at any time after the 15-day period has elapsed or sooner, if irreparable injury is alleged, without issuing a Show Cause Notice.

Where OFCCP believes that Direct Energy has violated this Conciliation Agreement, OFCCP may seek enforcement of this Agreement itself and shall not be required to present proof of the underlying violations resolved by this Agreement.

Liability for violation of this Agreement may subject Direct Energy to sanctions set forth in Section 209 of the Executive Order, 41 CFR 60-300.66(2014), 41 CFR 60-741.66(2014) and/or other appropriate relief.

## **PART II: Specific Provisions**

**VIOLATION:** During the period March 1, 2017 through February 28, 2018, Direct Energy 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:** Direct Energy 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) where the openings occur, in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to Direct Energy, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, Direct Energy 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, Direct Energy will provide updated information simultaneously with its next job listing.

### **Part III: Reporting**

Direct Energy agrees to retain records pertinent to the violation cited in Part II above, and to the reports submitted in compliance with Paragraph 2 below. These records shall include data and/or information underlying the required reports. The records will be retained until the expiration of this Agreement or consistent with regulatory requirements, whichever is later.

Direct Energy agrees to furnish a report to the OFCCP Chicago District Office at 230 S. Dearborn Street, Room 434, Chicago, Illinois. The report will cover the period from October 15, 2018, through November 15, 2019, and will be due on or before December 1, 2019. The report will include the following:

- Documentation demonstrating Direct Energy listed all employment openings as they occurred with an appropriate ESDS (either the state workforce agency job bank or a local ESDS) where the openings occurred, in a manner and format that allowed the ESDS to provide priority referrals of protected veterans to Direct Energy. The report should include documentation that Direct Energy advised the appropriate ESDS that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state, and provided 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.

**TERMINATION DATE:** This Agreement will expire 60 days after OFCCP receives the report required in Part III above or on the date that the District Director gives notice to Direct Energy that Direct Energy has satisfied its reporting requirements, whichever occurs earlier, unless OFCCP notifies Direct Energy in writing prior to the end of the 60-day period that Direct Energy has not satisfied its reporting requirements pursuant to this Agreement.

**INTEGRATION CLAUSE:** This Agreement represents the full Agreement between Direct Energy and the OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither Direct Energy nor the OFCCP relies upon any promise, representation of fact or law, or other inducement that is not expressed in this Agreement. This Agreement may be modified only by written agreement of the Parties affected and may not be modified by any oral agreement.

**PART IV: Signatures**

The person signing this Conciliation Agreement on behalf of Direct Energy personally warrants he/she is fully authorized to do so, that Direct Energy has entered into this Conciliation Agreement voluntarily and with full knowledge of the effect thereof, and that execution of this Agreement is fully binding on Direct Energy. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Direct Energy.

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

Leah Barton  
Vice President & General Manager  
Direct Energy – Home Warranty of America  
1371 Abbott Crescent  
Buffalo Grove, IL 60089

DATE: 11/01/18

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

Compliance Officer  
Chicago District Office  
Midwest Region

DATE: 11/06/18

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

*for* Michael J. Thomas  
District Director  
Chicago District Office  
Midwest Region

DATE: 11/9/18

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

Jamayan Watkins  
Assistant District Director  
Chicago District Office  
Midwest Region

DATE: 11/9/18