

Conciliation Agreement
Between the
U.S. Department of Labor
Office of Federal Contract Compliance Programs
and
KARL STORZ ENDOSCOPY AMERICA INC

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated the KARL STORZ ENDOSCOPY AMERICA INC’s (“KARL STORZ”) establishment located at 2151 E GRAND AVE, EL SEGUNDO, CA 90245-5017, beginning on May 21, 2019. OFCCP found that KARL STORZ failed to comply with 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 respective implementing regulations at 41 CFR 60-300.44(f)(3) and 41 CFR 60-741.44(f)(3).

OFCCP notified KARL STORZ of the specific violations and the corrective actions required in a Notice of Violation issued on January 30, 2020 (“NOV”).

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 KARL STORZ enter into this Conciliation Agreement (“Agreement”) and its attachments, and the parties agree to all the terms therein.

II. General Terms and Conditions

- A. In exchange for KARL STORZ’s fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under Section 503, and/or VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if KARL STORZ violates any provision of this Agreement, as set forth in paragraph I, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
- B. OFCCP may review KARL STORZ’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. KARL STORZ 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.
- C. Nothing in this Agreement relieves KARL STORZ of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring non-discrimination or equal employment opportunity through affirmative action.
- D. KARL STORZ 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.

- E. The parties understand the terms of this Agreement and enter into it voluntarily.
- F. This Agreement 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.
- G. This Agreement becomes effective on the day it is signed by the District Director of the Los Angeles District Office (the "In Effect Date").
- H. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
- I. This Agreement will expire sixty (60) days after KARL STORZ submits its final progress report required in Part V, below, unless OFCCP notifies KARL STORZ in writing before the expiration date that KARL STORZ 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 KARL STORZ has met all of its obligations under the Agreement.
- J. If KARL STORZ violates this Agreement:
 - 1. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - i. OFCCP will send KARL STORZ a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. KARL STORZ shall have 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 KARL STORZ 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.
 - 2. KARL STORZ may be subject to the sanctions set forth in 41 C.F.R. § 60-300.66, 41 C.F.R. § 60-741.66, and/or other appropriate relief for violating this Agreement.
- K. KARL STORZ 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.
- L. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- M. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.

- N. Each party shall bear its own fees and expenses with respect to this matter.
- O. 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.
- P. All references to “days” in this Agreement 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. Violation(s)

- 1. **VIOLATION:** During the period of January 1, 2018 through December 31, 2018, KARL STORZ failed to annually review the effectiveness of the outreach and recruitment efforts it took over the previous twelve months to identify and recruit qualified protected veterans, as required by 41 CFR 60-300.44(f)(3). Specifically, KARL STORZ listed its recruitment activities, but did not assess whether the activities were effective.
- 2. **VIOLATION:** During the period of January 1, 2018 through December 31, 2018, KARL STORZ failed to annually review the effectiveness of the outreach and recruitment efforts it took over the previous twelve months to identify and recruit qualified individuals with disabilities as required by 41 CFR 60-741.44(f)(3). Specifically, KARL STORZ listed its recruitment activities, but did not assess whether the activities were effective.

IV. Modifications to Employment Practices and Other Non-Monetary Relief

- 1. **CORRECTIVE ACTION:** KARL STORZ must annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-300.44(f)(3). If KARL STORZ concludes that the totality of its efforts were not effective in identifying and recruiting qualified protected veterans, it shall identify and implement alternative efforts listed in 41 CFR 60-300.44(f)(1) or (f)(2).
- 2. **CORRECTIVE ACTION:** KARL STORZ must annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-741.44(f)(3). If KARL STORZ concludes that the totality of its efforts were not effective in identifying and recruiting qualified individuals with disabilities, it shall identify and implement alternative efforts listed in 41 CFR 60-741.44(f)(1) or (f)(2).

V. OFCCP Monitoring Period

- A. **Recordkeeping.** KARL STORZ agrees to retain all records relevant to the violations cited in Part III above and the reports submitted in compliance with Paragraph B, 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. KARL STORZ will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

B. Contractor Reports.

1. **Schedule and Instructions.** KARL STORZ agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

- **Progress Report 1:** January 30, 2021 – Documentation showing that KARL STORZ has developed and implemented an assessment of their outreach and recruitment activities conducted between January 1, 2020 and December 31, 2020 in accordance to 41 CFR 60-300.44(f)(3) and 41 CFR 60-741.44(f)(3).

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

VI. Signatures

The person signing this Agreement on behalf of KARL STORZ personally warrants that he or she is fully authorized to do so, that KARL STORZ has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on KARL STORZ.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and KARL STORZ ENDOSCOPY AMERICA INC.

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

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

Charles Wilhelm
Chief Operating Officer
KARL STORZ ENDOSCOPY AMERICA
INC

(b) (7)(C), (b) (7)(E)
Compliance Officer
OFCCP – Los Angeles District Office

DATE: Feb 26th, 2020

DATE: 2 / 28 / 2020

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

Agnes Huang
District Director
OFCCP – Los Angeles District Office

DATE: 2/28/2020