

CONCILIATION AGREEMENT

Between

THE U.S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

LJT & ASSOCIATES, INC.

PART I: PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") initiated a complaint investigation of LJT Associates, Inc.'s (LJT) facility located at 988 Broken Land Parkway Columbia, Maryland based upon allegations that LJT discriminated and/or retaliated against an individual with a disability and a protected veteran and found that LJT was not in compliance 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 implementing regulations at 41 CFR Sections 60-300, and 60-741. OFCCP notified LJT of the specific violations found in a Notification of Results of Investigation issued August 12, 2015. 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 LJT enter this contract ("Conciliation Agreement" or "Agreement") and agree to all the terms stated below.

PART II: GENERAL TERMS AND CONDITIONS

1. In exchange for LJT's fulfillment of all obligations in Parts III and IV of this 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 LJT violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. LJT 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. LJT will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.

3. LJT understands that nothing in this Agreement relieves LJT of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment laws.
4. LJT 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 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 Regional Director of the Mid-Atlantic Region (the "Effective Date") unless the Director of OFCCP indicates otherwise within forty-five (45) days of the date the Regional Director signs the Agreement.
9. This Agreement will expire sixty (60) days after LJT submits the final progress report required in Part IV (D) below, unless OFCCP notifies LJT in writing prior to the expiration date that LJT has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines LJT has met all of its obligations under the Agreement.
10. If LJT violates this Conciliation Agreement,
 - A. The procedures set forth at 41 CFR § 60-1.34 will govern:
 - 1) If OFCCP believes that LJT violated any term of the Agreement while it was in effect, OFCCP will send LJT a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) LJT will have fifteen (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 LJT 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. LJT may be subject to the sanctions as set forth in Section 209 of E.O. 11246, 41 CFR § 60-741.66, or 41 CFR § 60-300.66 and other appropriate relief for violation of this Agreement.

11. This Agreement does not constitute an admission by LJT of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that LJT violated any laws.
12. Nothing herein is intended to relieve LJT 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. In addition, this Conciliation Agreement in no way limits the applicability of the revised regulations implementing Section 503 of the Rehabilitation Act of 1973, as amended, 41 CFR Part 60-741 (2014) and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 41 CFR Part 60-300 (2014), which became effective on March 24, 2014.

PART III: SPECIFIC VIOLATIONS AND REMEDIES

1. **VIOLATION:** As of April 4, 2014, OFCCP's investigation found that LJT is not in compliance with the nondiscrimination requirements of the equal opportunity clause of Section 503 of the Rehabilitation Act of 1973, as amended, 41 CFR. §60-741.5(a)(1) and §741.69 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 41 CFR §60-300.5(a)(1) and §300.69. Specifically, OFCCP's investigation of LJT's processes and procedures found that LJT failed to afford employee (b) (7) (c) (Complainant) equal employment opportunity when Complainant was harassed, and LJT failed to address the harassment and subsequently demoted the Complainant, then terminated the Complainant after his opposition to the harassment. OFCCP's investigation determined that through demoting and subsequently terminating the Complainant's employment, LJT affected the Complainant's wages, job benefits and seniority. This is a violation of 41 CFR. §60-741.5(a)(1) and §741.69 and 41 CFR §60-300.5(a)(1) and §300.69.

REMEDY: LJT will cease and desist from engaging in activities such as harassment, intimidation, retaliation, and coercion, including but not limited to verbal, physical and visual forms, and ensure that it does not recur, as required by 41 CFR. §60-741.5(a)(1) and §741.69 and 41 CFR §60-300.5(a)(1) and §300.69. LJT shall ensure that its employees and

any other persons under its control do not engage in such harassment, intimidation, threats, coercion or discrimination. LJT shall not harass, intimidate, threaten, coerce, or discriminate against any individual because the individual has engaged in the following activities:

- Filing a complaint of discrimination based on any protected status under Section 503 or VEVRAA;
- Assisting or participating in any manner in an investigation, compliance evaluation, hearing, or any other activity related to the administration of Section 503 or VEVRAA or their implementing regulations;
- Opposing any act or practice made unlawful by Section 503 or VEVRAA; or
- Exercising any other rights protected by Section 503 or VEVRAA.

In addition, LJT shall take the following actions as make-whole relief:

A. Notice

Within fifteen (15) days of the Effective Date of this Agreement, LJT shall send to [REDACTED] by Certified Mail/Return Receipt Requested or other form indicating proof of delivery, the letter entitled "Notice to Complainant" (Attachment A, "Notice"), and the "Information Verification & Interest Form" (Attachment B, "Interest Form"), along with a postage paid return envelope.

B. Eligibility

To be eligible for a monetary distribution pursuant to this Agreement, Complainant must complete and return the Interest Form to LJT so that it is postmarked within thirty (30) days of his receipt of the Notice and Interest Form. If Complainant receives, but does not return, the completed Interest Form to LJT within thirty (30) days of his receipt of the Notice and Interest Form, he will no longer be entitled to a monetary settlement amount under the terms of this Agreement. Within fifteen (15) days of its receipt of a completed Interest Form from Complainant, LJT will provide OFCCP a copy of the completed form and documentation that it was returned to LJT within the thirty-day period described in this paragraph. If Complainant does not return the completed Interest form to LJT within the thirty-day period, LJT shall notify OFCCP of such within fifteen (15) days of expiration of the thirty-day period, along with documentation of the date of delivery of the Notice and Interest form to Complainant, and any additional relevant documentation.

C. Monetary Settlement

If Complainant returns a completed Interest Form within the thirty-day period as set forth in paragraph B hereof, LJT shall pay to Complainant the negotiated amount of Sixty-Five Thousand Dollars (\$65,000.00), (\$61,128.01 in back pay and \$3,871.99 in interest) less legal deductions required by law (such as federal, state and/or local taxes and

Complainant's share of FICA taxes). LJT will pay the Internal Revenue Service ("IRS") the employer's share of Social Security withholdings and will timely mail to Complainant an appropriate IRS W-2 Form with respect to the back pay and an IRS Form 1099 with respect to interest. LJT will pay Complainant the monetary settlement amount within fourteen (14) days of its receipt of a completed Interest Form from Complainant.

D. Employment.

An offer of employment is not included in this Agreement. Within thirty (30) days of the effective date of this Agreement, LJT will seal Complainant's personnel file and change his discharge to a resignation. When requests for reference are made for the Complainant, the only information LJT will provide is dates of employment and Complainant's position title of Vehicle Systems Technician.

E. Dissemination of Policies and Procedures to Ensure No Harassment, Intimidation, Coercion or Retaliation

1. As of the effective date of this Agreement, LJT has developed a written policy describing its procedures to eliminate harassment, intimidation, coercion and retaliation in the workplace of all employees who engage in any of the protected activities protected by Section 503 or VEVRAA and their implementing regulations.
2. LJT will include in its EEO policies and its EEO website the name, job title, and telephone number of the LJT official who is primarily responsible for the company's EEO and affirmative action obligations and a detailed description of the process for employees to make complaints concerning allegations of discrimination, harassment, intimidation, or coercion based on race, color, religion, gender, national origin, disability, or veteran's status.

F. Procedures to Ensure the Complaint Intake Process is Free of Influence

By the effective date of this Agreement, LJT will have notified all employees in writing of LJT's non-tolerance of retaliation for filing a complaint, opposing any act or practice made unlawful under the Executive Order 11246, Section 503 or VEVRAA or exercising any other right protected by the Executive Order, Section 503, VEVRAA or any other law or regulation enforced by OFCCP. LJT has also reviewed and revised its procedures regarding intake and processing of internal EEO complaints and ensured that the managers responsible for intake and processing of internal EEO complaints are trained in their responsibilities.

G. Training

As of the effective date of this Agreement, LJT has provided more than six and one-half (6.5) hours of training on all federal equal employment opportunity laws, specifically Section 503 and VEVRAA, with a particular emphasis on the prohibitions against discrimination, harassment, and retaliation. .

LJT provided this training for all current line managers, employees with any responsibilities for hiring, preparing performance plans, and making transfer, promotion, disciplinary and discharge decisions, including human resource personnel, and managers and supervisors involved in compensation decisions.

LJT had this training conducted by a qualified outside consultant and has provided the OFCCP with a signed attendance list, the dates and duration of training, and an outline of the training.

PART IV: OFCCP REPORTING PROVISIONS

LJT agrees to provide written reports and documents to:

Edward J. Rogers, District Director
Philadelphia District Office
U.S. Department of Labor, Office of Federal Contract Compliance Programs
Robert N.C. Nix Federal Building
900 Market St. Room 311
Philadelphia, PA 19107

LJT will provide one report which will be due on or before November 16, 2015 and will include:

1. Documentation of monetary relief provided to the Complainant as specified in the Remedy to Violation 1. The documentation shall include a copy of the canceled check disbursed to Complainant, or other equivalent documentation verifying that Complainant has been paid.
2. Documentation containing the signed attendance list for the training provided to all employees and management.

Within the prescribed timeframes, LJT must submit all documents and information referenced in Part III above.

- C. For the duration of this Agreement, LJT agrees to maintain such records and data as are necessary to demonstrate its compliance with this Agreement and to verify that the reports submitted are accurate.

PART V: SIGNATURES

This Conciliation Agreement is hereby executed by and between OFCCP, LJT located at 988 Broken Land Parkway Columbia, Maryland

(b) (7) (c)

ROBERT CONRAD
President
LJT Associates, Inc.

9/30/15
DATE

(b) (7) (c)

MICHELE HODGE
Regional Director
Office of Federal Contract
Compliance Programs

9/30/15
DATE

ATTACHMENT A

NOTICE TO COMPLAINANT

LJT Associates, Inc. (hereinafter LJT) and the U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (Agreement or CA) to remedy the violations of Section 503 of the Rehabilitation Act (Section 503) and the Vietnam Veterans Readjustment Assistance Act (VEVRAA) that OFCCP found during an investigation of a complaint filed by [REDACTED] (Complainant) against LJT's employment processes and procedures. OFCCP's found that LJT failed to address Complainant's allegations of harassment, demoted the Complainant and terminated the Complainant after his opposition to the harassment. LJT has not admitted to any violation of SECTION 503, and/or VEVRAA and there has not been any adjudicated finding that LJT violated any laws. OFCCP and LJT entered into the Agreement to resolve the matter without resorting to further legal proceedings.

As part of this CA, you are eligible to receive back pay, subject to lawful payroll deductions. In order to be eligible for this distribution, you must execute the enclosed Information Verification & Interest Form, as well as the Release of Claims, and return them to the following address within thirty (30) days of your receipt of this Notice for you to be entitled to participate in this settlement:

Nicole M. Wilkinson
Director, Human Resources
LJT & Associates, Inc.
988 Broken Land Parkway
Columbia, MD 21046

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO LJT ON OR AFTER THIRTY (30) DAYS OF YOUR RECEIPT OF THIS NOTICE, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

If you have any questions, you may call Edward J. Rogers, OFCCP – Philadelphia District Office, at (215) 597-4121.

Sincerely,

Nicole M. Wilkinson
Director, Human Resources
LJT & Associates, Inc.
988 Broken Land Parkway
Columbia, MD 21046

ATTACHMENT B

INFORMATION VERIFICATION & INTEREST FORM

Please complete this form and the attached Form W-4 in order to be eligible for the monetary settlement under the terms of the Conciliation Agreement (CA) between LJT Associates, Inc. (LJT) and the U. S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) dated _____.

Please print legibly, except for the signature.

Name: _____

() I confirm that the address on the cover letter is correct.

() The address on the cover letter is not correct. My correct address is:

Address: _____

Notify LJT at the address below if your address changes within the next twelve months.

Your Social Security Number is required for tax purposes. Please list in the space below:

You must return this form to:

Nicole M. Wilkinson
Director, Human Resources
LJT & Associates, Inc.
988 Broken Land Parkway
Columbia, MD 21046

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO
NAVMAR ON OR AFTER THIRTY (30) DAYS AFTER YOUR RECEIPT OF THIS N
OTICE, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.**

"I certify the above as true and correct."

Signature

Date

ATTACHMENT C

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 ("Release") is a legal document. The document states that in return for LJT & Associates, Inc. ("LJT") paying you money, you agree that you will not file any lawsuit against LJT for allegedly violating Section 503 of the Rehabilitation Act (Section 503) and the Vietnam Veterans Readjustment Assistance Act (VEVRAA) in the Complaint you filed with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") (the "Complaint"). It also says that LJT 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 \$65,000.00 (less deductions required by law) by LJT to me, which I agree is acceptable, I _____ agree to the following:
(print name)

I.

I hereby waive, release and forever discharge LJT, its predecessors, successors, related entities, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, insurers, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of the facts and allegations contained in the Complaint – whether or not covered by Executive Order 11246 – or actionable under Section 503 or VEVRAA, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my compensation, termination, or harassment at any time prior to the date of my signature on this Release.

II.

I understand that LJT denies that it treated me unlawfully or unfairly in any way and that LJT entered into a Conciliation Agreement with the OFCCP and agreed to make the payment described above to resolve the matter without further legal proceedings. I further agree that the payment of the aforesaid sum by LJT to me is not to be construed as an admission of any liability by LJT.

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.

VI.

I understand that if I do not sign this Release and return it and the completed Information Verification & Interest Form, and the Internal Revenue Service Forms W-4 to LJT WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS RELEASE WAS POSTMARKED, I will not be entitled to receive any payment (less deductions required by law) from LJT.

IN WITNESS WHEREOF, I have signed this document on this ____ day of _____, 2015.

Signature