

Conciliation Agreement
Between the United States Department of Labor
Office of Federal Contract Compliance Programs
And
TurboCombustor Technology, Inc.
3651 SE Commerce Avenue
Stuart, Florida 34997

PART I: General Provisions

1. This Agreement is between the Office of Federal Contract Compliance Programs (hereinafter OFCCP) and TurboCombustor Technology, Inc. (hereinafter Turbo).
2. The violation identified in this Agreement was found during a compliance evaluation of Turbo at its establishment located at 3651 SE Commerce Avenue, Stuart, Florida which began on September 10, 2009, and it was specified in a Notice of Violation issued January 10, 2011. OFCCP alleges that Turbo has violated Executive Order 11246, as amended, and its 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 Turbo of any violation of Executive Order 11246, as amended and its implementing regulations.
4. The provisions of this Agreement will become part of Turbo's affirmative action program (AAP). Subject to the performance by Turbo of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of Turbo with all OFCCP programs will be deemed resolved. However, Turbo 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. Turbo agrees that OFCCP may review compliance with this Agreement. As part of such 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 Turbo's compliance. Turbo shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve Turbo from the obligation to comply with the requirements of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212) and their implementing regulations, or any other equal employment statute or executive order or its implementing regulations.
7. Turbo 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 the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212).

**TurboCombustor Technology, Inc.
Conciliation Agreement**

8. This Agreement will be deemed to have been accepted by the Government on the date of signature by the District Director for OFCCP, unless the Regional Director or Director, OFCCP, indicates otherwise within 45 days of the District Director's signature on this Agreement.
9. If, at any time in the future, OFCCP believes that Turbo has violated any portion of this Agreement during the term of this Agreement, Turbo 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 Turbo with 15 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 Turbo has violated this Conciliation Agreement, OFCCP may seek enforcement of this Agreement itself and shall not be required to present proof of the underlying violation resolved by this Agreement.

Liability for violation of this Agreement may subject Turbo to sanctions set forth in Section 209 of the Executive Order and/or other appropriate relief.

PART II: Specific Provisions

VIOLATION: Compensation data provided by Turbo for employees on December 31, 2008 revealed that Turbo provided lower compensation to a female employee named in the Attachment to this Agreement than to male employees in the (b) (7)(C) job title. Time with Turbo, time in current job title, experience, duties and performance did not explain the difference in salaries. Accordingly, OFCCP finds that Turbo discriminated against one female (b) (7)(C) paid less than her male (b) (7)(C) comparators because of her gender, in violation of 41 CFR 60-1.4(a)(1).

REMEDY: Although Turbo affirms that this disparity in pay was unintentional, Turbo adjusted the yearly compensation of the female Planner to (b) (4), effective July 10, 2010. This adjustment increases her annual salary by (b) (7)(c) (b) (7)(C)

Turbo will distribute to the female (b) (7)(C) \$24,231.15 in back pay, \$1,255.42 in interest, plus \$1,453.84 in additional 401k contributions, for a total of \$26,940.41. Turbo will pay the \$25,486.57 in back pay and interest in a lump sum less appropriate legal deductions.

Turbo will complete the process of monetary distribution within 90 days, but no sooner than 45 days, from the date this Agreement is signed by the District Director, OFCCP.

Turbo will not retaliate, harass, or engage in any form of reprisal or other adverse action against this female (b) (7)(C) based on or in relation to the terms or provisions of this Remedy.

Within 90 days from the date this Agreement is signed by the District Director, OFCCP, Turbo

**TurboCombustor Technology, Inc.
Conciliation Agreement**

will provide training on its equal opportunity programs for all persons involved in determining compensation amounts paid to Turbo's employees. Turbo will update this training annually.

Turbo will immediately review and, as appropriate, revise its pay system to ensure that this violation ceases. In addition, Turbo will review its compensation system at least annually and revise it, as needed, to ensure that this violation does not recur.

FUTURE CONDUCT: Turbo will not repeat the above violation.

PART III: Reporting

Turbo shall submit **two reports**, as stated below, to Alvin Q. Mitchell, Assistant District Director—Miami, United States Department of Labor, Office of Federal Contract Compliance Programs, 909 SE First Avenue, Suite 722, Miami, Florida 33131; Attention: (b) (7) (c) Compliance Officer.

The **first report** shall be due 120 days after the date this Agreement is signed by the District Director, OFCCP. The first report shall consist of the following:

1. Copies of personnel forms confirming salary adjustment made;
2. Evidence of monetary distribution, including a) copies of the cancelled checks and pay slips showing the gross amount of and legal deductions from the back pay and interest and b) the amount of Turbo's additional contributions to the employee's 401k account;
3. Results of Turbo's review of its compensation system, including findings, additional equity adjustments made and back pay disbursed, if any; and
4. Documentation of training that Turbo provided on its equal employment opportunity programs for all persons involved in determining compensation amounts paid to Turbo's employees, including date(s) of training; names and titles of recipients; and invoices showing cost.

The **second report** shall be due on January 31, 2012 and will cover the period January 1, 2011 to December 31, 2011. The second report shall consist of the following:

1. The results of Turbo's annual review of its compensation system, including findings, additional equity adjustments and back pay, if any; and
2. Documentation of annual training that Turbo provided on its equal employment opportunity programs for all persons involved in determining compensation amounts paid to Turbo's employees, including date(s) of training; names and titles of recipients; and invoices showing cost.

**TurboCombustor Technology, Inc.
Conciliation Agreement**

Attachment

**Name of Employee
Receiving Salary Adjustment, Back Pay, Interest and Additional 401k Contribution**

(b) (7) (c)

A black rectangular redaction box covers the name of the employee.

**TurboCombustor Technology, Inc.
Conciliation Agreement**

TERMINATION DATE: This Agreement will expire 90 days after OFCCP receives the final report required in Part III above or on the date that the District Director gives notice to Turbo that Turbo has satisfied its reporting requirements, whichever occurs earlier, unless OFCCP notifies Turbo in writing prior to the end of the 90-day period that Turbo has not satisfied its reporting requirements pursuant to this Agreement.

PART IV: Signatures

The person signing this Conciliation Agreement on behalf of TurboCombustor Technology, Inc. personally warrants that he is fully authorized to do so, that TurboCombustor Technology, Inc. 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 TurboCombustor Technology, Inc. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and TurboCombustor Technology, Inc.

DATE: 1-17-11

(b) (7) (c)

Louis Surette
Co-President
TurboCombustor Technology, Inc.
3651 SE Commerce Avenue
Stuart, Florida 34997

DATE: 1/20/11

(b) (7) (e)

Compliance Officer—Miami
Office of Federal Contract
Compliance Programs

DATE: 01/21/11

(b) (7) (c)

Alvin Q. Mitchell
Assistant District Director—Miami
Office of Federal Contract
Compliance Programs

DATE: 01/24/11

(b) (7) (c)

Miguel A. Rivera, Jr.
District Director—Orlando
Office of Federal Contract
Compliance Programs