

**Conciliation Agreement**  
**Between the**  
**U.S. Department of Labor Office of Federal Contract Compliance Programs**  
**and**  
**Berkeley Research Group LLC**

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Berkeley Research Group LLC (“BRG”) located at 1800 M Street NW, Second Floor, Washington, DC 20036, beginning on June 20<sup>th</sup>, 2023. OFCCP found that BRG failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and/or the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and their respective implementing regulations at 41 C.F.R. Chapter 60.

OFCCP notified BRG of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on January 24, 2024, and in a Show Cause Notice (SCN) issued on July 25, 2023. The violations were corrected during the compliance review.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient consideration described in this document, OFCCP and BRG enter into this Conciliation Agreement (Agreement), and the parties agree to all the terms therein.

**II. General Terms and Conditions**

1. In exchange for BRG’s fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and/or VEVRAA based on the violations alleged in the NOV and SCN. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if BRG violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review BRG’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. BRG 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 OFCCP requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves BRG of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. BRG 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.
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. 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. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
7. This Agreement becomes effective on the day it is signed by the District Director (Effective Date).
8. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement will expire 180 days after execution of the Agreement by OFCCP.
10. If BRG violates this Agreement:
  - a. The procedures at: 41 C.F.R. 60-1.34, 41 C.F.R. 60-300.63, and/or 41 C.F.R. 60-741.63 will govern:
    - i. OFCCP will send BRG a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. BRG shall have fifteen (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 BRG 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.
    - iv. In the event of a breach of this Agreement by the BRG, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms in the Agreement.
  - b. BRG may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, 41 C.F.R. 60-741.66, or 41 C.F.R. 60-300.66, and/or other appropriate relief for violating this Agreement.
11. BRG denies any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.

12. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
13. 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.
14. Each party shall bear its own fees and expenses with respect to this matter.
15. 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.
16. 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. Technical Violations and Remedies**

1. **Violation 1:** Berkeley Research Group LLC failed to timely submit a copy of its current E.O. 11246 Affirmative Action Program (AAP) prepared in accordance with the requirements of 41 CFR 60-1.40, and 41 CFR 60-2.10 through 60-2.17.

**Remedy 1:** This violation was corrected during the compliance review. On August 24, 2023, BRG submitted a copy of its E.O. 11246 AAP, which had a commencement date of January 1, 2023, prepared in accordance with the requirements of 41 CFR 60- 1.40, and 41 CFR 60-2.10 through 60-2.17. BRG will submit a response to any future Scheduling Letter and Itemized Listing related to its compliance with E.O. 11246 at this establishment within 30 days of receipt of such request.

**Violation 2:** Berkeley Research Group LLC failed to timely submit a copy of its current affirmative action program (AAP) for qualified individuals prepared in accordance with the requirements of 41 CFR 60-741.40 – 60-741.47.

**Remedy 2:** This violation was corrected during the compliance review. On August 24, 2023, BRG submitted a copy of its Section 503 AAP, which had a commencement date of January 1, 2023. The AAP was prepared in accordance with the requirements of 41 CFR 60-741.40-45. BRG will submit a response to any future Scheduling Letter and Itemized Listing requests related to its compliance with Section 503 at this establishment within 30 days of receipt of such request.

**Violation 3:**

BRG failed to timely submit a copy of its affirmative action program (AAP) for protected veterans prepared in accordance with the requirements of 41 CFR 60-300.40 – 60-300.45).

**Remedy 3:** This violation was corrected during the compliance review. On August 24, 2023, BRG submitted a copy of its VEVRAA AAP, which had a commencement date of January 1, 2023. The AAP was prepared in accordance with the requirements of 41 CFR 60-300.40-45. BRG will submit a response to any future Scheduling Letter and Itemized Listing requests related to its compliance with VEVRAA at this establishment within 30 days of receipt of such request.

#### **IV. OFCCP Monitoring Period**

No reporting requirements pursuant to this Agreement.

#### **Termination of Agreement.**

This Agreement will expire 180 days after execution of the Agreement by OFCCP.

**V. Signatures**

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Berkeley Research Group LLC, located at 1800 M Street NW, Second Floor, Washington, DC 20036

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

Eric Miller  
General Counsel  
Berkeley Research Group LLC  
District of Columbia, Washington

DATE: \_\_\_\_\_

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

Miguel A. Rivera Jr.  
District Director  
Orlando District Office  
OFCCP-Southeast Region

DATE: 05/01/2024

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

Assistant District Director  
Orlando District Office  
OFCCP-Southeast Region

DATE: 04/22/2024

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

Compliance Officer  
Orlando District Office  
OFCCP-Southeast Region

DATE: April 19th, 2024