

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
and  
Lanzen, Inc.

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated Lanzen, Inc. (Lanzen) establishment located at 100 Peyerk Court, Bruce, Michigan 48065, beginning on January 19, 2024. OFCCP found that Lanzen 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 the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and their respective implementing regulations at Title 41 of the Code of Federal Regulations (C.F.R.) Chapter 60.

OFCCP notified Lanzen of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on June 26, 2024.

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 Lanzen enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

**II. General Terms and Conditions**

1. In exchange for Lanzen'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. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Contractor violates any provision of this Agreement, as set forth in Paragraph 10, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Lanzen'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. Lanzen 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 Lanzen 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. Lanzen 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 sixty (60) days after Lanzen submits its final progress report required in Section IV, below, unless OFCCP notifies Lanzen in writing before the expiration date that Lanzen 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 that Lanzen has met all of its obligations under the Agreement.
10. If Lanzen 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 Lanzen a written notice stating the alleged violation(s) and summarizing any supporting evidence.
    - ii. Lanzen 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 Lanzen 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 Lanzen, 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. Lanzen 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. Lanzen does not admit 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:** During the period January 1, 2023 through December 31, 2023, Lanzen failed to develop and maintain a written E.O. 11246 AAP, as required by 41 CFR 60-1.40.

**REMEDY:** Lanzen will develop and maintain a written E.O. 11246 AAP, as required by 41 CFR 60-1.40.

- 2. **VIOLATION:** During the period January 1, 2023 through December 31, 2023, Lanzen failed to prepare and maintain an affirmative action program (AAP) for protected veterans at each establishment, in violation of 41 CFR 60-300.40(b). Accordingly, Lanzen failed to comply with any of its AAP obligations set forth in Subpart C of the regulations, 41 CFR 60-300.40-45.

**REMEDY:** Lanzen will prepare and maintain an affirmative action program (AAP) for protected veterans at each establishment. The AAP shall set forth Lanzen' policies and procedures in accordance with 41 CFR 300.40–45. This AAP may be integrated into or kept separate from other AAPs. Lanzen shall review and update annually its AAP pursuant to 41 CFR 60–300.40(c), and must comply with all obligations set forth in Subpart C of the regulations, 41 CFR 60–300.40–45.

3. **VIOLATION:** During the period January 1, 2023 through December 31, 2023, Lanzen failed to prepare and maintain an affirmative action program (AAP) for qualified individuals with disabilities at each establishment, in violation of 41 CFR 60–741.40(b). Accordingly, Lanzen failed to comply with any of its AAP obligations set forth in Subpart C of the regulations, 41 CFR 60–741.40–45.

**REMEDY:** Lanzen will prepare and maintain an affirmative action program (AAP) for qualified individuals with disabilities at each establishment. The AAP shall set forth Lanzen' policies and procedures in accordance with 41 CFR 741.40–45. This AAP may be integrated into or kept separate from other AAPs. Lanzen shall review and update annually its AAP pursuant to 41 CFR 60–741.40(c), and must comply with all obligations set forth in Subpart C of the regulations, 41 CFR 60–741.40–45.

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

1. **Recordkeeping.** Lanzen agrees to retain all records relevant to the violations cited in Section III above and the reports submitted in compliance with Paragraph 2, 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. Lanzen will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Contractor Reports.** Lanzen agrees to furnish OFCCP with the following reports during the Monitoring Period. Each report will contain the documentation specified according to the dates scheduled:
  - a. Progress Report 1: Due 13 months after the Effective Date and will cover the time frame from the Effective Date through 12 months after the Effective Date.
  - b. Progress Report 2: Due 12 months after the first report due date and will cover the period of 13 months through 24 months after the Effective Date.
  - c. Each Progress Report shall include the following:

For Violation 1, provide the following:

- i. A copy of the current Executive Order 11246 affirmative action program prepared in accordance with the requirements of 41 CFR 60-1.40 and 60-2.1 through 2.17.
- ii. Data on employment activity (applicants, hires, promotions, terminations, and incumbency) for the immediately preceding AAP year. Data should be presented by job group or by job title.
- iii. Employee level compensation data for all employees as of the date of the organizational display or workforce analysis. Provide a single file that contains for each employee, employee name or numeric ID, gender, race/ethnicity, hire date, job title, EEO-1 category and job group. Additionally, provide base salary and/or wage rate, annualized base compensation, and hours worked in a typical workweek.

For Violation 2: A copy of the current VEVRAA affirmative action program prepared in accordance with the requirements of 41 CFR 60-300.40 through 60-300.45.

For Violation 3: A copy of the current Section 503 affirmative action program prepared in accordance with the requirements of 41 CFR 60-741.40 through 60-741.47.

Lanzen will submit reports to Compliance Investigator (b)(6),(b)(7)(c) (b)(6),(b)(7)(c)@dol.gov). Lanzen and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports Lanzen provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and the Lanzen believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Lanzen will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Contractor of the FOIA request and provide Lanzen an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.

3. **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 Lanzen's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Lanzen in writing within sixty (60) days of the date of the final progress report that Lanzen 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 Lanzen within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Lanzen has met all of its obligations under the Agreement.

**V. SIGNATURES**

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Lanzen, Inc., 100 Peyerk Court, Bruce, Michigan, 48065.

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

Terry Lanzer  
President  
Lanzen, Inc.

DATE: August 26, 2024

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

Andrew Daley  
Director of Regional Operations  
Columbus Area Office  
OFCCP

DATE: 9/5/24