

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
COOLSOFT LLC.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the COOLSOFT LLC (Contractor) establishment located at 3240 OFFICE POINTE PLACE SUITE 200, LOUISVILLE, KY 40220, beginning January 26, 2024. OFCCP found that Contractor 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 41 CFR Chapter 60.

OFCCP notified Contractor of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on August 21, 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 Contractor 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 Contractor'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 Contractor'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. Contractor 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 Contractor 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. Contractor 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.
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 Contractor submits its final progress report required in Section IV, below, unless OFCCP notifies Contractor in writing before the expiration date that Contractor 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 Contractor has met all of its obligations under the Agreement.
10. If Contractor violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34, 41 C.F.R. 60-300.63, and 41 C.F.R. 60-741.63 will govern:
 - i. OFCCP will send Contractor a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. The Contractor 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 Contractor 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 Contractor, 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. Contractor 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. Contractor 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 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 of January 30, 2022 through December 31, 2023, Coolsoft LLC, failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-1.12(a) and (e); maintain and preserve its current AAP and documentation of its good faith effort, as required by 41 CFR 60-1.12(b); maintain and/or have available records showing the gender, race, and ethnicity of each employee; and where possible, the gender, race and ethnicity of each applicant or Internet Applicant as required by 41 CFR 60-1.12(c). Specifically, Coolsoft LLC failed to keep applicant, hiring or other general personnel or employment records; failed to keep the records for a period of not less than two years from the date of the making of the personnel action.

Remedy: Coolsoft LLC will keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR 60-1.12(a) and (e), and will keep and preserve those records for a period of not less than two years from the date of the making of the record or the personnel action, whichever occurs later. However, if Coolsoft LLC has a total workforce of 150 or fewer employees or does not have a government contract of at least \$150,000, the minimum record retention period shall be one year from the making of the record or the personnel action, whichever occurs later, as permitted by 41

CFR 60-1.12(a); maintain its current AAP and documentation of its good faith effort for the immediately preceding AAP year, as required by 41 CFR 60.1.12(b); maintain and/or have available records showing the gender, race, and ethnicity of each employee; and where possible, the gender, race, and ethnicity of each applicant or Internet Applicant as defined in 41 CFR 60-1.3, as required by 41 CFR 60-1.12(c).

2. **Violation:** During the period of January 30, 2022 through December 31, 2023, Coolsoft LLC failed to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exists, as required by 41 CFR 60-2.17(b). Specifically, Coolsoft LLC failed to evaluate:
 - a. Personnel activity to determine if there were selection disparities;
 - b. Selection, recruitment, and other personnel procedures to determine if they resulted in disparities in the employment or advancement of a protected class;
 - c. Any other areas that might have impacted the success of Coolsoft LLC's AAP.

Remedy: Coolsoft LLC will (a) perform in-depth analyses of its total employment process, as specified in "a" through "c" above, to determine whether and where impediments to equal employment opportunity exists, as required by 41 CFR 60-2.17(b); (b) develop and execute action-oriented programs referenced in 41 C.F.R. 60-2.17(c) designed to correct any impediments or problem areas identified pursuant to 41 CFR 60-2.17(b); and (c) incorporate these analyses and action-oriented programs into its AAP.

3. **Violation:** During the period of January 30, 2022, through December 31, 2023, Coolsoft LLC failed to immediately list all employment openings with either the state workforce agency job bank or a local employment service delivery system serving the location where the openings occurred in violation of 41 CFR 60–300.5(a)2–6.

Remedy: Coolsoft LLC will list all employment openings as they occur with an appropriate employment service delivery system (ESDS) (either the state workforce agency job bank or a local ESDS) where the openings occur, in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to Coolsoft LLC, as required by 41 CFR 60–300.5(a)2–6. With its initial listing, and as subsequently needed to update the information, Coolsoft LLC will also advise the employment service delivery system that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state, and provide the employment service delivery system with the name and address of each of its hiring locations within the state and the contact information for the contractor official responsible for hiring at each location, in accordance with 41 CFR 60–300.5(a)4. Should any of the information in the disclosures change since it was last reported to the ESDS, Coolsoft LLC shall provide updated information simultaneously with its next job listing.

4. **Violation:** During the period of January 30, 2022, through December 31, 2023, Coolsoft LLC failed to confidentially inquire whether a known disabled veteran employee was in need of a reasonable accommodation after learning from the employee that his or her

performance related problems were related to the employee's disability, as required by 41 CFR 60-300.44(d).

Remedy: Coolsoft LLC will confidentially inquire whether a disabled veteran employee with a known disability is in need of a reasonable accommodation after learning from the employee that his or her performance related problems are related to the employee's disability, as required by 41 CFR 60-300.44(d).

5. **Violation:** During the period of January 30, 2022, through December 31, Coolsoft LLC 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).

Remedy: Coolsoft LLC will 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 Coolsoft LLC 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).

6. **Violation:** During the period of January 30, 2022, through December 31, 2023, Coolsoft LLC's VEVRAA AAP failed to include all the required contents, as required by 41 CFR 60-300.44. Specifically, Coolsoft LLC's AAP failed to include the data collection analysis element described in 41 CFR 60-300.44(k).

Remedy: Coolsoft LLC will include the data collection analysis element described in 41 CFR 60–300.44(k) in its VEVRAA AAP, as required by 41 CFR 60–300.44.

7. **Violation:** During the period of January 30, 2022, through December 31, 2023, Coolsoft LLC failed to annually review the effectiveness of the outreach and recruitment efforts it took over the previous twelve months to identify qualified individuals with disabilities as required by 41 CFR 60-741.44(f)(3).

Remedy: Coolsoft LLC will 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 Coolsoft LLC 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).

8. **Violation:** During the period of January 30, 2022, through December 31, 2023, Coolsoft LLC's Section 503 AAP failed to include all the required contents, as required by 41 CFR 60-741.44. Specifically, Coolsoft LLC's AAP failed to include the data collection analysis element described in 41 CFR 60–741.44(k).

Remedy: Coolsoft LLC will include the data collection analysis described in 41 CFR 60–741.44(k) in its Section 503 AAP, as required by 41 CFR 60–741.44.

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Contractor agrees to retain all records relevant to the violation(s) 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. Contractor will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Contractor Reports.**

Contractor agrees to furnish OFCCP with the following report during the Monitoring Period. The report will contain the documentation specified according to the date scheduled:

Progress Report: Due on January 31, 2026, covering the period of January 1, 2025, through December 31, 2025, to include the following:

- Documentation showing that Coolsoft LLC maintained and preserved complete and accurate personnel and employment records. These records shall include the following:
 - The total number of job seekers for each job group, and the breakdown by race/ethnicity and gender;
 - Personnel activity data inclusive of applicants, hires, promotions, terminations and employee pool data by job group. This documentation should include the gender, race and ethnicity of each employee, applicant, or internet applicant.
- Documentation showing that Coolsoft LLC performed in-depth analysis of its total employment process at least annually to determine whether and were impediments to equal employment opportunities exist.
- Documentation showing that Coolsoft LLC has undertaken appropriate external outreach and positive recruitment activities reasonably designed to effectively recruit protected veterans, such as those described at 41 CFR 60-300.44(f)(2). Examples of such documentation may include, but is not limited to, emails, letters, and other correspondence between Coolsoft LLC and veteran organizations.
- Documentation showing that Coolsoft LLC undertook appropriate external outreach and positive recruitment activities reasonably designed to effectively recruit qualified individuals with disabilities, such as those described at 41 CFR 60-741.44(f)(2). Examples of such documentation may include, but is not

limited to, emails, letters, and other correspondence between Coolsoft LLC and disability organizations.

- A copy of Contractor's current year AAP for E.O. 11246, Section 503 and VEVRAA;

Contractor will submit reports to Rhue Heflin Shelton, Assistant District Director, at (b) (6), (b) (7)(C)@dol.gov and (b) (6), (b) (7)(C) Compliance Investigator at @dol.gov. Contractor 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 Contractor provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and the Contractor believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Contractor 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 Contractor 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 Contractor's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Contractor in writing within sixty (60) days of the date of the final progress report that Contractor 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 Contractor within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Contractor 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 Coolsoft LLC 3240 Office Point Place Suite 200, Louisville, KY 40220.

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

Anand Krishnamurthy
Chief Executive Officer
Coolsoft LLC
3240 Office Pointe Place Suite 200
Louisville, KY 40220

DATE: 09/05/2024

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

Compliance Investigator – Southeast

DATE: 09/12/2024

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

Rhue Heflin
Assistant District Director - Southeast

DATE: 09/12/2024

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

Anthony T. Fults
District Director – Southeast

DATE: 09/12/2024