

## CONCILIATION AGREEMENT

Between

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

and

ACCENTURE FEDERAL SERVICES LLC  
800 North Glebe Road, Suite 300  
Arlington, VA 22203

### **PART I. PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated Accenture Federal Services LLC’s (“AFS’s”) facility located at 800 North Glebe Road, Suite 300, Arlington, Virginia 22203 and found that AFS was not in compliance with Executive Order 11246, as amended (“E.O. 11246”), and its implementing regulations at 41 C.F.R. Sections 60-1, 60-2, and 60-3. OFCCP notified AFS of the specific violations found and the corrective actions required in a Notice of Violation issued on October 7, 2016. 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 AFS 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 AFS’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 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 AFS violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. AFS 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. AFS will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. AFS understands that nothing in this Agreement relieves AFS of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (“Section 503”), the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (“VEVRAA”), their implementing regulations, and other applicable equal employment laws.

4. AFS 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/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 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 45 calendar days of the date the Regional Director signs the Agreement.
9. This Agreement will expire sixty (60) days after AFS submits the final progress report required in Part IV, below, unless OFCCP notifies AFS in writing prior to the expiration date that AFS has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines AFS has met all of its obligations under the Agreement.
10. If AFS violates this Conciliation Agreement,
  - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
    - 1) If OFCCP believes that AFS violated any term of the Agreement while it was in effect, OFCCP will send AFS a written notice stating the alleged violations and summarizing any supporting evidence.
    - 2) AFS will have 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 AFS 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. AFS may be subject to the sanctions set forth in Section 209 of the Executive Order, and/or other appropriate relief for violation of this Agreement.

11. This Agreement does not constitute an admission by AFS of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that AFS violated any laws.

### **PART III. SPECIFIC VIOLATIONS AND REMEDIES**

1. **VIOLATION**: At least as of September 1, 2011, AFS discriminated against Black and Asian applicants on the basis of their race in hiring for the Associate Software Engineer position, in violation of 41 C.F.R. § 60-1.4(a)(1) and 60-3.3. Specifically, from September 1, 2011 to August 31, 2013, AFS's selection procedures and its failure to apply its selection criteria uniformly for all applicants resulted in a statistically significant difference in the rates at which Black and Asian applicants were hired into the Associate Software Engineer position. This resulted in a statistically significant difference of (b) (7)(E) standard deviations and a shortfall in hiring of 8 Black applicants, and a statistically significant difference of (b) (7)(E) standard deviations and a shortfall in hiring of 7 Asian applicants.

As part of AFS's selection procedures for the Associate Software Engineer position, applicants were required to pass the ReviewNet Programmer Aptitude Test (PAT). The administration of the PAT test resulted in a statistically significant difference in the rates Black and Asian applicants passed the test. The result was a statistically significant difference of (b) (7)(E) standard deviations and a shortfall in passing of 18 Black applicants, and a statistically significant difference of (b) (7)(E) standard deviations with a shortfall in passing of 1 Asian applicant. AFS produced evidence of test validation, which the OFCCP deemed to be insufficient pursuant to the Uniform Guidelines on Employee Selection Procedures ("UGESP").

**REMEDY**: AFS agrees to cease and desist the selection procedures that result in discrimination against Black and Asian applicants for Associate Software Engineer positions identified in this violation, as required by 41 C.F.R. § 60-1.4(a). AFS will examine, monitor and modify its selection procedures as necessary and ensure that selection criteria are applied uniformly and the hiring decisions for the Associate Software Engineer positions are made in a non-discriminatory manner. In addition, AFS agrees to take the following actions:

- A. **Notice**: Within 21 calendar days after the Effective Date of this Agreement, AFS must notify the Black and Asian applicants shown on Attachment A of the terms of this Agreement by mailing by first class mail to each individual in the affected class the Notice to Affected Applicants (Attachment B1), Claim Form (Attachment C), Release of Claims Under Executive Order 11246 (Attachment D1), and a postage paid return envelope. AFS will notify OFCCP of all letters returned as undeliverable on a weekly basis for a period of six weeks after issuance of the notifications. In addition, within 21 calendar days after expiration of the response deadline set out in the Claim Form, AFS will provide OFCCP with a list of the individuals in the affected class who have not yet responded to the Notice to Affected Applicants and/or have not returned a signed Claim Form. OFCCP will then attempt to obtain and provide updated addresses to AFS within

15 calendar days after receiving the list from AFS. AFS agrees to mail by certified mail, return receipt requested, a second Notice to Affected Applicants, Claim Form, Release of Claims Under Executive Order 11246, and a postage paid return envelope to all individuals for whom updated addresses were obtained from the OFCCP within 21 calendar business days after receiving the updated addresses from the OFCCP.

- B. Eligibility: All members of the affected class (listed on Attachment A) who complete, sign, and return the Claim Form and Release of Claims Under Executive Order 11246 within 45 days after the postmarked date on the envelope containing the first or second Notice to Affected Applicants and Claim Form (“Black and Asian Eligible Class Members”) will receive a share of the monetary settlement and, if indicating an interest in employment, will be eligible to receive notification of open positions pursuant to this Agreement. If an individual receives, but does not return the Claim Form to AFS within 45 days after the postmarked date on the envelope containing the first or second Notice to Affected Applicants and Claim Form, he or she will no longer be entitled to a payment or notification of job opportunities under this Agreement.

Within 21 calendar days after the latest response deadline set out in the Claim Form, AFS will provide OFCCP with a list of the Black and Asian Eligible Class Members (individuals who returned the Claim Form by the deadline). Within 15 business days after receiving the list, OFCCP will approve the final list of Black and Asian Eligible Class Members or discuss with AFS any issues necessary to finalize the list, such as inclusion or exclusion of certain individuals. The resulting list will be the “Black and Asian Final Approved List.”

All Black and Asian Eligible Class Members are entitled to their share of the monetary settlement regardless of whether they are interested in employment with AFS.

- C. Monetary Settlement: AFS agrees to distribute \$137,614.35 (\$118,780.93 in back pay and \$18,833.42 in interest), less legal deductions required by law from back pay only (such as federal, state and/or local taxes and the Black and Asian Eligible Class Members’ share of FICA taxes), in equal shares among all Black and Asian Eligible Class Members on the Black and Asian Final Approved List. AFS will pay the Internal Revenue Services (“IRS”) the employer’s share of social security withholdings and will mail each Eligible Hiring Class Member an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. These IRS Forms will be mailed at the end of the year to the confirmed addresses provided by Class Members. AFS will disburse the monetary settlement within 21 calendar days after OFCCP approves the Black and Asian Final Approved List.

Within seven calendar days after AFS’s receipt of a check issued to a Black and Asian Eligible Hiring Class Member that is returned as undeliverable, AFS will notify OFCCP of this fact via email sent to Acting Assistant District Director Brooke Sensenig, at (b) (6), (b) (7)(C) @dol.gov. OFCCP will attempt to locate the Black and Asian Eligible Class Member, and if OFCCP obtains an alternate address, AFS will re-mail the check within 7 calendar days after receiving alternate/corrected addresses for any Black and

Asian Eligible Class Member for which OFCCP obtains an alternate address. Any check that remains uncashed 120 days after the initial date the check was mailed to the Black and Asian Eligible Class Member will be void. With respect to any uncashed funds, AFS will make a second distribution to all Black and Asian Eligible Class Members who cashed their first check if the total amount of uncashed and undistributed funds would result in a payment of \$50.00 or more to each of the located Black and Asian Eligible Class Members. If the total amount of uncashed and undistributed funds would result in a payment of less than \$50.00 to each located Black and Asian Eligible Class Member, Accenture will use those uncashed and undistributed funds to provide training in equal employment opportunity to its personnel.

- D. Recruitment: When AFS begins its next entry-level hiring cycle in September 2018, AFS will send a communication to the Black and Asian applicants identified in the Black and Asian Final Approved List via their last known email address within 28 calendar days after the beginning of the hiring cycle or receipt of the Black and Asian Final Approved List, whichever is later in time. This communication will include a listing of the AFS job openings available at that time, will encourage the individuals to apply for any of the positions in which they may be interested and qualified, and will include a link to AFS' career site where the individuals can apply for open positions.

Any Black or Asian Eligible Class Members hired must be paid the current wage rate for the position and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other employees in the position.

- E. Revised Hiring Process. As of September 1, 2016, AFS no longer maintained the Associate Software Engineer position. If, during the period covered by this Agreement, AFS reinstates the position, it will revise the selection process to ensure nondiscrimination.

2. VIOLATION: At least as of September 1, 2012, AFS discriminated against Hispanic applicants on the basis of their national origin in hiring for the Associate Software Engineer position, in violation of 41 C.F.R. § 60-1.4(a)(1) and 60-3.3. Specifically, from September 1, 2012 to August 31, 2013, AFS's selection procedures and its failure to apply its selection criteria uniformly for all applicants resulted in a statistically significant difference in the rates at which Hispanic applicants were hired into the Associate Software Engineer position. This resulted in a statistically significant difference of (b) (7)(E) standard deviations and a shortfall in passing of 2 Hispanic applicants.

As part of AFS's selection procedures for the Associate Software Engineer position, applicants were required to pass the ReviewNet Programmer Aptitude Test (PAT). The administration of the PAT test resulted in a statistically significant difference in the rates Hispanic applicants passed the test. The result was a statistically significant difference of (b) (7)(E) standard deviations with a shortfall in passing of 2 Hispanic applicants. AFS produced evidence of test validation, which the OFCCP deemed to be insufficient pursuant to the Uniform Guidelines on Employee Selection Procedures ("UGESP").

**REMEDY:** AFS agrees to cease and desist the selection procedures that result in discrimination against Hispanic applicants for Associate Software Engineer positions identified in this violation, as required by 41 C.F.R. § 60-1.4(a). AFS will examine, monitor and modify its selection procedures as necessary and ensure that selection criteria are applied uniformly and the hiring decisions for the Associate Software Engineer positions are made in a non-discriminatory manner. In addition, AFS agrees to take the following actions:

- A. **Notice:** Within 21 calendar days after the Effective Date of this Agreement, AFS must notify the Hispanic applicants shown on Attachment A of the terms of this Agreement by mailing by first class mail to each individual in the affected class the Notice to Affected Applicants (Attachment B2), Claim Form (Attachment C), Release of Claims Under Executive Order 11246 (Attachment D2), and a postage paid return envelope. AFS will notify OFCCP of all letters returned as undeliverable on a weekly basis for a period of six weeks after issuance of the notifications. In addition, within 21 calendar days after expiration of the response deadline set out in the Claim Form, AFS will provide OFCCP with a list of the individuals in the affected class who have not yet responded to the Notice to Affected Applicants and/or have not returned a signed Claim Form. OFCCP will then attempt to obtain and provide updated addresses to AFS within 21 calendar days after receiving the list from AFS. AFS agrees to mail by certified mail, return receipt requested, a second Notice to Affected Applicants, Claim Form, Release of Claims Under Executive Order 11246, and a postage paid return envelope to all individuals for whom updated addresses were obtained from the OFCCP within 21 calendar days after receiving the updated addresses from the OFCCP.
- B. **Eligibility:** All members of the affected class (listed on Attachment A) who complete, sign, and return the Claim Form and Release of Claims Under Executive Order 11246 within 45 days after the postmarked date on the envelope containing the first or second Notice to Affected Applicants and Claim Form (“Hispanic Eligible Class Members”) will receive a share of the monetary settlement and, if indicating an interest in employment, will be eligible to receive notification of open positions pursuant to this Agreement. If an individual receives, but does not return the Claim Form to AFS within 45 days after the postmarked date on the envelope containing the first or second Notice to Affected Applicants and Claim Form, he or she will no longer be entitled to a payment or notification of job opportunities under this Agreement.

Within 21 calendar days after the latest response deadline set out in the Claim Form, AFS will provide OFCCP with a list of the Hispanic Eligible Class Members (individuals who returned the Claim Form by the deadline). Within 21 calendar days after receiving the list, OFCCP will approve the final list of Hispanic Eligible Class Members or discuss with AFS any issues necessary to finalize the list, such as inclusion or exclusion of certain individuals. The resulting list will be the “Hispanic Final Approved List.”

All Hispanic Eligible Class Members are entitled to their share of the monetary settlement regardless of whether they are interested in employment with AFS.

- C. **Monetary Settlement:** AFS agrees to distribute \$12,385.65 (\$10,843.13 in back pay and \$1,542.52 in interest), less legal deductions required by law from back pay only (such as

federal, state and/or local taxes and the Hispanic Eligible Class Members' share of FICA taxes), in equal shares among all Hispanic Eligible Class Members on the Hispanic Final Approved List. AFS will pay the Internal Revenue Services ("IRS") the employer's share of social security withholdings and will mail each Eligible Hiring Class Member an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. These IRS Forms will be mailed at the end of the year to the confirmed addresses provided by Class Members. AFS will disburse the monetary settlement within 15 business days after OFCCP approves the Hispanic Final Approved List.

Within five business days after AFS's receipt of a check issued to a Hispanic Eligible Hiring Class Member that is returned as undeliverable, AFS will notify OFCCP of this fact via email sent to Acting Assistant District Director Brooke Sensenig, at (b) (6), (b) (7)(C)@dol.gov. OFCCP will attempt to locate the Hispanic Eligible Class Member, and if OFCCP obtains an alternate address, AFS will re-mail the check within 5 business days after receiving an alternate or corrected address for any Hispanic Eligible Class Member for which OFCCP obtains an alternate address. Any check that remains uncashed 120 days after the initial date the check was mailed to the Hispanic Eligible Class Member will be void. With respect to any uncashed funds, AFS will make a second distribution to all Hispanic Eligible Class Members who cashed their first check if the total amount of uncashed and undistributed funds would result in a payment of \$50.00 or more to each of the located Hispanic Eligible Class Members. If the total amount of uncashed and undistributed funds would result in a payment of less than \$50.00 to each located Hispanic Eligible Class Member, Accenture will use those uncashed and undistributed funds to provide training in equal employment opportunity to its personnel.

- D. Recruitment: When AFS begins its next entry-level hiring cycle in September 2018, AFS will send a communication to the Hispanic applicants identified in the Hispanic Final Approved List via their last known email address within 28 calendar days after the beginning of the hiring cycle or receipt of the Hispanic Final Approved List, whichever is later in time. This communication will include a listing of the AFS job openings available at that time, will encourage the individuals to apply for any of the positions in which they may be interested and qualified, and will include a link to AFS' career site where the individuals can apply for open positions. Any Hispanic Eligible Class Members hired pursuant to this agreement must be paid the current wage rate for the position and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other employees in the position.
- E. Revised Hiring Process. Effective September 1, 2016, AFS no longer maintained the Associate Software Engineer position. If, during the period covered by this Agreement, AFS reinstates the position, it will revise the selection process to ensure nondiscrimination.

#### **PART IV. REPORTS REQUIRED**

AFS must submit the documents and reports described below to:

U.S. Department of Labor  
Office of Federal Contract Compliance Programs  
Attention: Brooke Sensenig, Acting Assistant District Director  
2300 Clarendon Blvd., Suite 1330, Arlington, VA 22201.

AFS must submit two progress reports covering each six month period this Agreement is in effect. The first progress report will be due seven months after the Effective Date of this Agreement and must cover the six-month period beginning with the Effective Date. The subsequent report must cover the successive six-month period, and must be submitted within 30 calendar days after the close of that six-month period. AFS will submit the following in each progress report:

- 1) Documentation of the monetary payment to all Eligible Class Members as specified in the Remedy to Violations 1 and 2 above. The documentation must include the names of Eligible Class Members who were paid, and, for each Eligible Class Member, the number and the amount of the check. AFS must provide OFCCP with copies of all canceled checks upon request;
- 2) Documentation of the communications sent to all individuals on the Black and Asian Final Approved List and the Hispanic Final Approved List including a listing of the AFS job openings available at that time, encouraging the individuals to apply for any of the positions in which they may be interested and qualified, and including a link to AFS' career site.

A list of class members hired, including job title hired into, as a result of the hiring cycle.

AFS will retain all records and data pertinent to the violations resolved by this Agreement and/or used to prepare required reports until this Agreement expires or as long as required by OFCCP's regulations, whichever date occurs later.



**PART V. SIGNATURES**

This Conciliation Agreement is hereby executed by and between the OFCCP and Accenture Federal Services, 800 North Glebe Road, Arlington, Virginia.

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

Gerard F. Amann  
General Counsel, Secretary,  
Chief Ethics & Compliance Officer  
Accenture Federal Services LLC

Date: September 18, 2018

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

Michele Hodge  
Regional Director  
OFCCP  
Mid-Atlantic Region

Date: 9/25/2018

Attachment A

African American Class Members

1	(b) (6), (b) (7)(C)	41	(b) (6), (b) (7)(C)
2		42	
3		43	
4		44	
5		45	
6		46	
7		47	
8		48	
9		49	
10		50	
11		51	
12		52	
13		53	
14		54	
15		55	
16		56	
17		57	
18		58	
19		59	
20		60	
21		61	
22		62	
23		63	
24		64	
25		65	
26		66	
27		67	
28		68	
29		69	
30		70	
31		71	
32		72	
33		73	
34		74	
35		75	
36		76	
37		77	
38		78	
39		79	
40		80	

Attachment A

African American Class Members

81	(b) (6), (b) (7)(C)	108	(b) (6), (b) (7)(C)
82		109	
83		110	
84		111	
85		112	
86		113	
87		114	
88		115	
89		116	
90		117	
91		118	
92		119	
93		120	
94			
95			
96			
97			
98			
99			
100			
101			
102			
103			
104			
105			
106			
107			

Attachment A  
Asian Class Members

1	(b) (6), (b) (7)(C)	41	(b) (6), (b) (7)(C)
2		42	
3		43	
4		44	
5		45	
6		46	
7		47	
8		48	
9		49	
10		50	
11		51	
12		52	
13		53	
14		54	
15		55	
16		56	
17		57	
18		58	
19		59	
20		60	
21		61	
22		62	
23		63	
24		64	
25		65	
26		66	
27		67	
28		68	
29		69	
30		70	
31		71	
32		72	
33		73	
34		74	
35		75	
36		76	
37		77	
38		78	
39		79	
40		80	

Attachment A  
Asian Class Members

81	(b) (6), (b) (7)(C)	121	(b) (6), (b) (7)(C)
82		122	
83		123	
84		124	
85		125	
86		126	
87		127	
88		128	
89		129	
90		130	
91		131	
92		132	
93		133	
94		134	
95		135	
96		136	
97		137	
98		138	
99		139	
100		140	
101		141	
102		142	
103			
104			
105			
106			
107			
108			
109			
110			
111			
112			
113			
114			
115			
116			
117			
118			
119			
120			

Attachment A

Hispanic Class Members

1	(b) (6), (b) (7)(C)
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	

*You may be eligible to get money and a job because of a legal settlement between Accenture Federal Services and the U.S. Department of Labor*

*We are writing to provide information about a legal settlement between the U.S. Department of Labor and Accenture Federal Services that may benefit you. This settlement involves claims of discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and/or a job with Accenture Federal Services.*

**ARE YOU AFFECTED?**

Black and Asian individuals who applied and were not hired for Associate Software Engineer positions at Accenture Federal Services' facility located at 800 North Glebe Road, Suite 300, Arlington, VA 22203, between September 1, 2011 and August 31, 2013 are covered by this settlement.

**WHAT IS THIS SETTLEMENT ABOUT?**

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted a review of Accenture Federal Services' hiring practices during between September 1, 2011 and August 31, 2013. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity through affirmative action requirements that apply to federal contractors. OFCCP issued a Notice of Violation alleging that Accenture Federal Services discriminated against Black and Asian groups in hiring for Associate Software Engineer positions between September 1, 2011 and August 31, 2013. Accenture Federal Services denies those claims. Ultimately, OFCCP and Accenture Federal Services have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a Notice of Violation issued by OFCCP.

As a result, Accenture Federal Services will pay back wages to all class members who return the enclosed Claim and Release forms. Accenture Federal Services will also notify class members of current job openings along with an invitation to apply.

**WHAT DOES THIS MEAN FOR YOU?**

Because you applied for an Associate Software Engineer position during the relevant time frame, and were not hired, this settlement may provide you with some specific benefits:

- (1) You may be eligible to receive a payment of at least \$545.45 (before taxes). This

## Attachment B1

amount represents your share of back wages and other payments Accenture Federal Services is making to settle the lawsuit. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.

**(2) You may be eligible to receive a communication regarding job opportunities.**

Accenture Federal Services will be notifying individuals receiving this notification of current job opportunities along with an invitation to apply for open positions. It is not guaranteed that you will receive a job offer. If you are interested in receiving a communication from Accenture Federal Services regarding current job opportunities, please express your interest on the enclosed Claim Form.

To get these benefits, you will need to release or agree to give up certain legal claims, and sign the enclosed Claim and Release forms.

### WHAT IS YOUR NEXT STEP?

You should read this Notice, the Claim and Release forms, and any other information you received from the U.S. Department of Labor or the Settlement Administrator [Administrator Name].

Please do not ignore these forms or throw them away. Otherwise, you could miss an opportunity to receive money and an opportunity to receive information regarding potential jobs with Accenture Federal Services.

To be eligible for a payment and to receive notification about potential job opportunities, you must complete, sign, and return **both** the following enclosed forms, (1) the Claim Form and (2) the "Release of Claims Under Executive Order 11246" form [by X date]. Send your completed and signed forms along with the enclosed W-4 form to:

Virginia Swiatek  
[Name and address for return of claim forms or instructions/email for electronic submission]

The forms must be postmarked or delivered by [insert actual date].

You may receive some or all of these benefits only if these forms confirm that you are one of the individuals covered by the settlement. After correct completion and submission of these forms, a final decision will be made about your eligibility.

**If you fail to return both of the required forms by the deadline or if your forms do not verify your eligibility you will not be eligible to receive any money, notification of job**



opportunities or any other benefits that are available to you by the settlement.

### **HOW CAN YOU GET MORE INFORMATION?**

If you have any questions, you may contact (b) (6), (b) (7)(C) Compliance Officer, Arlington District Office at (703) 235-1021 or (b) (6), (b) (7)(C)@dol.gov. You can also visit the U.S. Department of Labor Web site about this case at [www.dol.gov/ofccp/cml](http://www.dol.gov/ofccp/cml)

*You may be eligible to get money and a job because of a legal settlement between Accenture Federal Services and the U.S. Department of Labor*

*We are writing to provide information about a legal settlement between the U.S. Department of Labor and Accenture Federal Services that may benefit you. This settlement involves claims of discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and/or a job with Accenture Federal Services.*

**ARE YOU AFFECTED?**

Hispanic individuals who applied and were not hired for Associate Software Engineer positions at Accenture Federal Services' facility located at 800 North Glebe Road, Suite 300, Arlington, VA 22203, between September 1, 2012 and August 31, 2013 are covered by this settlement.

**WHAT IS THIS SETTLEMENT ABOUT?**

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted a review of Accenture Federal Services' hiring practices during between September 1, 2011 and August 31, 2013. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity through affirmative action requirements that apply to federal contractors. OFCCP issued a Notice of Violation alleging that Accenture Federal Services discriminated against Hispanic groups in hiring for Associate Software Engineer positions between September 1, 2012 and August 31, 2013. Accenture Federal Services denies those claims. Ultimately, OFCCP and Accenture Federal Services have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a Notice of Violation issued by OFCCP.

As a result, Accenture Federal Services will pay back wages to all class members who return the enclosed Claim and Release forms. Accenture Federal Services will also notify class members of current job openings along with an invitation to apply.

**WHAT DOES THIS MEAN FOR YOU?**

Because you applied for an Associate Software Engineer position during the relevant time frame, and were not hired, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$545.45** (before taxes). This amount represents your share of back wages and other payments Accenture Federal

## Attachment B2

Services is making to settle the lawsuit. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.

**(2) You may be eligible to receive a communication regarding job opportunities.**

Accenture Federal Services will be notifying individuals receiving this notification of current job opportunities along with an invitation to apply for open positions. It is not guaranteed that you will receive a job offer. If you are interested in receiving a communication from Accenture Federal Services regarding current job opportunities, please express your interest on the enclosed Claim Form.

To get these benefits, you will need to release or agree to give up certain legal claims, and sign the enclosed Claim and Release forms

### WHAT IS YOUR NEXT STEP?

You should read this Notice, the Claim and Release forms, and any other information you received from the U.S. Department of Labor or the Settlement Administrator [Administrator Name].

Please do not ignore these forms or throw them away. Otherwise, you could miss an opportunity to receive money and an opportunity to receive information regarding potential jobs with Accenture Federal Services.

To be eligible for a payment and to receive notification about potential job opportunities, you must complete, sign, and return **both** the following enclosed forms, (1) the Claim Form and (2) the "Release of Claims Under Executive Order 11246" form [by X date]. Send your completed and signed forms along with the enclosed W-4 form to:

Virginia Swiatek  
[Name and address for return of claim forms or instructions/email for electronic submission]

**The forms must be postmarked or delivered by [insert actual date].**

You may receive some or all of these benefits only if these forms confirm that you are one of the individuals covered by the settlement. After correct completion and submission of these forms, a final decision will be made about your eligibility.

**If you fail to return both of the required forms by the deadline or if your forms do not verify your eligibility you will not be eligible to receive any money, notification of job opportunities or any other benefits that are available to you by the settlement.**

## HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact (b) (6), (b) (7)(C) Compliance Officer, Arlington District Office at (703) 235-1021 or (b) (6), (b) (7)(C)@dol.gov. You can also visit the U.S. Department of Labor Web site about this case at [www.dol.gov/ofccp/cml](http://www.dol.gov/ofccp/cml)

## Claim Form – Affected Applicants

---

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS CLAIM FORM.

INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR  
MONEY (BACK WAGES) AND/OR NOTIFICATION OF OPEN POSITIONS FROM THE SETTLEMENT

DEADLINE TO RESPOND IS **XX DAY, XX MONTH, XXXX YEAR**

You may be eligible for a money payment from the settlement and you can express interest in receiving notification about job opportunities at AFS. You can receive a money payment even if you do not express interest in receiving notifications about job opportunities.

To receive benefits (such as money or notification regarding potential jobs), you must complete and return this Claim Form and the enclosed Release Form. Both must be postmarked or delivered on or before **[Deadline above]**, to:

**Virginia Swiatek**

**[Name and Address]**

If you do not submit a completed Claim Form and Release Form on or before **[Deadline above]**, then your claim will not be on time and **you will not receive any money from this settlement and you will not receive notification of potential job opportunities pursuant to this settlement.**

Enclosed is a stamped, pre-addressed envelope you can use. **[If there is a Settlement Administrator that can provide online claims processing, these documents can be modified accordingly].**

\*\*\*

This Claim Form will only be used for the following purposes:

- (1) To confirm important information we need in order to make sure you are eligible to receive money under this settlement and process your payment, and
- (2) To allow you to express interest in receiving communications from Accenture Federal Services about potential job opportunities.

Attachment C

**NOTE: This notice is only for the person it was sent to and cannot be transferred or used by another person who is not part of the settlement.**

Attachment C

**Step 1: Please provide the following contact information to process your payment (please PRINT legibly).**

First Name: \_\_\_\_\_ Last Name \_\_\_\_\_

Any other names you have used: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

- 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please provide your Social Security number** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

*Your Social Security Number is required in order to process your payment for tax purposes. Your Social Security Number will not be used for any other purpose.*

**Notify us at the address below if your address changes, or contact us if you have any questions about this claim form, the notice, or the settlement.** *[Depending on the notice process, include contact information for OFCCP or settlement administrator.]*

- Name**
- Address**
- Phone**
- Email/Web site link**

**Step 2: Inform us if you are interested in receiving a list of open positions at AFS:**

- Yes, I am interested in receiving a list of open positions at Accenture Federal Services at 800 North Glebe Road, Suite 300, Arlington, VA 22203.
- No, I am not currently interested in receiving a list of open positions at Accenture Federal Services at 800 North Glebe Road, Suite 300, Arlington, VA 22203

Attachment C

I am currently employed by Accenture Federal Services.

**Step 3: Sign and return along with the Release Form**

I certify the above as true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

---

**PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE [MONEY AND/OR A POTENTIAL JOB OFFER] FROM THE SETTLEMENT**

*This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Accenture Federal Services ("AFS") providing you with money and/or a potential job offer, you agree that you will not file any lawsuit against AFS for allegedly violating Executive Order 11246 in connection with hiring discrimination against African-American and Asian applicants for Associate Software Engineer positions who applied between September 1, 2011 and August 31, 2013. It also says that AFS 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 and/or a potential job offer.*

In consideration of the payment of at least \$545.45 (*less deductions required by law*) and/or n notification of open positions from AFS to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge AFS, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to hiring for Associate Software Engineer positions during the period of September 1, 2011 and August 31, 2013.

II.

I understand that AFS denies that it treated me unlawfully or unfairly in any way and that AFS entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment and/or provide a list of open AFS positions described above to resolve without further legal proceedings all issues related to OFCCP's compliance reviews of AFS initiated on June 7, 2013. I further agree that the payment of the aforesaid sum and/or notification of open positions from AFS to me is not to be construed as an admission of any liability by AFS.

III.

Attachment D1

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.

I understand that if I do not sign this Release and return it to Virginia Swiatek such that it is received by [DATE], I will not be entitled to receive any *payment (less deductions required by law)*, nor will I be entitled to receive a list of open positions at AFS.

IN WITNESS WHEREOF, I have signed this document of my own free will.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

## RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

---

**PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE [MONEY AND/OR A POTENTIAL JOB OFFER] FROM THE SETTLEMENT**

*This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Accenture Federal Services ("AFS") providing you with money and/or a potential job offer, you agree that you will not file any lawsuit against AFS for allegedly violating Executive Order 11246 in connection with hiring discrimination against Hispanic applicants for Associate Software Engineer positions who applied between September 1, 2012 and August 31, 2013. It also says that AFS 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 and/or a potential job offer.*

In consideration of the payment of at least \$545.45 (*less deductions required by law*) and/or notification of open positions from AFS to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge AFS, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to hiring for Associate Software Engineer positions during the period of September 1, 2012 and August 31, 2013.

II.

I understand that AFS denies that it treated me unlawfully or unfairly in any way and that AFS entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment and/or provide a list of open AFS positions described above to resolve without further legal proceedings all issues related to OFCCP's compliance reviews of AFS initiated on June 7, 2013. I further agree that the payment of the aforesaid sum and/or notification of open positions from AFS to me is not to be construed as an admission of any liability by AFS.

III.

Attachment D2

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.

I understand that if I do not sign this Release and return it to Virginia Swiatek such that it is received by [DATE], I will not be entitled to receive any *payment (less deductions required by law)*, nor will I be entitled to receive a list of open positions at AFS.

IN WITNESS WHEREOF, I have signed this document of my own free will.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_