

CONCILIATION AGREEMENT
between
UNITED STATES DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
and
DELL-EMC

OFCCP CASE NOS.
R00184650, R00192287, R00200284, R00198031

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated EMC Corporation’s (“EMC”) establishments located at 2421 Mission College Blvd., Santa Clara, CA 95054 (“Santa Clara facility”) beginning on February 3, 2014; 6801 Koll Center Parkway, Pleasanton, CA 91367 (“Pleasanton facility”)¹ beginning on September 19, 2014; 62 TW Alexander Drive, Durham, NC 27709 (“Durham facility”) beginning on May 23, 2016; and 5800 Technology Drive, Apex, NC 27539 (“Apex facility”) beginning on September 12, 2016. As a result of these evaluations, OFCCP asserts that EMC failed to comply with the Executive Order 11246, as amended (“E.O. 11246”), and its implementing regulations issued pursuant thereto at 41 C.F.R. Chapter 60.

Dell Technologies, Inc. (“Dell”) subsequently acquired EMC on or about September 7, 2016, and operates these facilities as “Dell-EMC.” Dell-EMC has cooperated with the OFCCP’s investigation of the aforementioned legacy-EMC facilities, and has cooperated with the agency to resolve these matters. Dell-EMC denies that EMC failed to comply with the Executive Order and its implementing regulations, or that it has discriminated in any manner against any of its current and former employees on the basis of race, gender or any other protected classification.

OFCCP notified EMC of the alleged initial violations and the corrective actions required for the California establishments in Notice of Violations issued on December 22, 2015 (“NOV”) and amended NOV’s issued on November 9, 2016, and notified EMC of the alleged violations and the corrective actions required for the North Carolina establishments in NOV’s issued on April 27, 2018. In the interest of resolving the alleged violations and in exchange for sufficient and valuable consideration described in this document, OFCCP and EMC enter into this Conciliation Agreement (“Agreement”) and its attachments, and the parties agree to all the terms therein. The attachments to this Agreement are deemed incorporated into this Agreement.

¹ The EMC facility located at 6801 Koll Center Parkway, Pleasanton, CA 91367 is now closed.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Dell-EMC's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246 based on the alleged violations described in the NOV and in Part III below. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Dell-EMC violates any provision of this Agreement. In addition, nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Dell-EMC agrees that OFCCP may review Dell-EMC's compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Dell-EMC will permit access to its premises during normal business hours for these purposes, within fourteen (14) days of such a request being made by OFCCP. Dell-EMC will also provide OFCCP with all hard copy or electronic reports requested by OFCCP, including those documents specified in this Agreement, no later than thirty (30) days after such a request is made, unless a shorter time for responding to such requests is specified elsewhere in this Agreement.
3. Dell-EMC understands that nothing in this Agreement relieves Dell-EMC 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. Dell-EMC 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 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 Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding on the parties and it supersedes all prior written or oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties.
7. If one or more provisions of this Agreement are deemed 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 Pacific Region.
9. This Agreement will expire sixty (60) days after Dell-EMC submits its final report, unless OFCCP notifies Dell-EMC in writing prior to the expiration date that Dell-EMC has failed to fulfill all of its obligations under this Agreement, in which case, this Agreement is automatically

extended until the date that OFCCP determines that Dell-EMC has met all of its obligations under this Agreement.

10. If Dell-EMC violates this Agreement.

A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:

- 1) OFCCP will send Dell-EMC a written notice stating the alleged violations and summarizing any supporting evidence.
- 2) Dell-EMC will have thirty (30) days from receipt of the notice to respond in writing, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
- 3) If Dell-EMC is unable to demonstrate that it has not violated this Agreement, or if OFCCP's notice alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.

B. Dell-EMC may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. § 60-1.27 and/or other appropriate relief for violation of this Agreement.

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

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. 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 Federal holiday, that deadline will be extended to the next business day.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. COMPENSATION DISCRIMINATION

A. Santa Clara, California

OFCCP asserts that since at least July 31, 2012, and continuing thereafter, EMC discriminated against female employees in Engineering and Manufacturing roles based on sex by paying them less, in base salary and total compensation, than similarly-situated male employees employed in similar roles, which is in violation of 41 C.F.R. § 60-1.4(a) (1).

OFCCP performed a regression analysis, based on information gathered during the compliance review, which shows since at least July 31, 2012, EMC has paid female employees employed in Engineering and Manufacturing roles less per year than similarly situated male employees. OFCCP's analysis demonstrates that a statistically significant disparity in compensation remained even when legitimate factors affecting pay were taken into account.

Dell-EMC performed its own regression analysis and denies that it discriminated against female employees employed in Engineering and Manufacturing roles by paying them less than similarly-situated male employees employed in similar roles.

B. Pleasanton, California

OFCCP asserts that since at least July 31, 2013, and continuing thereafter, EMC discriminated against female employees employed in Engineering, Marketing and Sales roles based on sex by paying them less, in base salary and total compensation, than similarly-situated male employees employed in similar roles, which is in violation of 41 C.F.R. § 60-1.4(a) (1).

OFCCP performed a regression analysis, based on information gathered during the compliance review, which shows since at least July 31, 2013, EMC has paid female employees employed in Engineering, Marketing and Sales roles less per year than similarly situated male employees. OFCCP's analysis demonstrates that a statistically significant disparity in compensation remained even when legitimate factors affecting pay were taken into account.

Dell-EMC performed its own regression analysis and denies that it discriminated against female employees employed in Engineering, Marketing and Sales roles by paying them less than similarly-situated male employees employed in similar roles.

C. Durham, North Carolina

- 1) OFCCP asserts that since at least January 1, 2014, and continuing thereafter, EMC discriminated against female employees employed in Engineering roles based on sex by paying them less, in base salary and total compensation, than similarly-situated male employees employed in similar roles, which is in violation of 41 C.F.R. § 60-1.4(a) (1).

OFCCP performed a regression analysis, based on information gathered during the compliance review, which shows since at least January 1, 2014, EMC has paid female employees employed in Engineering roles less per year than similarly situated male employees. OFCCP's analysis demonstrates that a statistically significant disparity in compensation remained even when legitimate factors affecting pay were taken into account.

Dell-EMC performed its own regression analysis and denies that it discriminated against female employees employed in Engineering roles by paying them less than similarly-situated male employees employed in similar roles.

- 2) OFCCP asserts that since at least January 1, 2014, and continuing thereafter, EMC discriminated against African American/Black employees employed in Engineering roles based on race by paying them less, in base salary and total compensation, than similarly-situated White employees employed in similar roles, which is in violation of 41 C.F.R. § 60-1.4(a) (1).

OFCCP performed a regression analysis, based on information gathered during the compliance review, which shows since at least January 1, 2014, EMC has paid African American/Black employees employed in Engineering roles less per year than similarly-situated White employees. OFCCP's analysis demonstrates that a statistically significant disparity in compensation remained even when legitimate factors affecting pay were taken into account.

Dell-EMC performed its own regression analysis and denies that it discriminated against African American/Black employees employed in Engineering roles by paying them less than similarly-situated White employees employed in similar roles.

D. Apex, North Carolina

OFCCP asserts that since at least January 1, 2014, and continuing thereafter, EMC discriminated against African American/Black employees employed in Manufacturing roles based on race by paying them less, in base salary and total compensation, than similarly-situated White employees employed in similar roles, which is in violation of 41 C.F.R. § 60-1.4(a) (1).

OFCCP performed a regression analysis, based on information gathered during the compliance review, which shows since at least January 1, 2014, EMC has paid African American/Black employees employed in Manufacturing roles less per year than similarly-situated White employees. OFCCP's analysis demonstrates that a statistically significant disparity in compensation remained even when legitimate factors affecting pay were taken into account.

Dell-EMC performed its own regression analysis and denies that it discriminated against African American/Black employees employed in Manufacturing roles by paying them less than similarly-situated White employees employed in similar roles.

2. MONETARY REMEDIES FOR AFFECTED CLASS

A. NOTICE TO CLASS MEMBERS

- 1) For purposes of this Agreement only, the affected Class Members ("Class Members") identified by OFCCP are 155 female class members from the Santa Clara facility; 129 female class members from the Pleasanton facility; 87 female and African American/Black class

members from the Durham facility; and 97 African American/Black class members from the Apex facility. These Class Members are identified on Attachment A to this Agreement.

- 2) Within sixty (60) days of the Effective Date, Dell-EMC will notify all Class Members of the terms of this Agreement by mailing a first class, certified, return-receipt requested letter to each Class Member. The mailing must include a form of the Notice to Affected Class that is tailored to the affected Class Members based on their facility and protected class (Attachment B, "Notice"), Information Verification Form (Attachment C, "Verification Form"), a Release of Claims Under Executive Order 11246 Form (Attachment D, "Release"), and a postage paid, self-addressed return envelope. Each employee Class Member (or his/her legal representative in the event that he/she is deceased) shall be given thirty (30) days from the postmark date of the Notice to respond by returning the completed Verification Form and Release to Dell-EMC. Any response postmarked by the thirtieth day following the postmark date of the Notice shall be considered to have been submitted within the 30-day period.
- 3) Within twenty (20) days of its receipt of the last completed Verification Form and Release submitted within the thirty (30)-day period, Dell-EMC shall provide OFCCP with the following:
 - a. Via overnight mail and/or email, copies of all completed Verification Forms and Releases returned to Dell-EMC within the thirty (30)-day period and the envelopes bearing a postmark date;
 - b. Via overnight mail and/or email, copies of any completed Verification Forms and Releases returned to Dell-EMC after expiration of the thirty (30)-day period and the envelopes bearing a postmark date; and
 - c. Via overnight mail and/or email, a list of any Class Members who did not respond at all to the Notice or whose Verification Forms and Releases were returned to Dell-EMC as undeliverable, as well as evidence showing the documents were returned as undeliverable and the Class Members' last known addresses and other last known contact information.
 - d. Via overnight mail and/or email, documentation of Dell-EMC's efforts with regard to the employee Class Members that did not return their Settlement Packets within thirty (30) days.
- 4) Upon receipt of the list of any Class Members who did not respond at all to the Notice or whose Verification Form and Release was returned to Dell-EMC as undeliverable, OFCCP shall attempt to verify the current addresses of the Class Members identified on the list. Within fifteen (15) days of its receipt of such list, OFCCP shall provide Dell-EMC, via email, a list of those Class Members identified on Dell-EMC's list for whom OFCCP was able to verify current addresses.
- 5) Within twenty (20) days of receiving OFCCP's list, Dell-EMC will mail to each Class Member for whom OFCCP was able to verify a current address, copies of the Notice, Verification Form and Release, postage prepaid, address correction requested ("Second Mailing"). Each such Class Member (or his/her legal representative in the event that he/she is

deceased) shall be given thirty (30) days from the postmark date of the second Notice to respond by returning the completed Verification Form and Release to Dell-EMC. Any response postmarked by the thirtieth day following the postmark date of the Notice shall be considered to have been submitted within the 30-day period.

- 6) Upon receipt of the last completed Verification Form and Release submitted within the 30-day period in response to the Second Mailing, Dell-EMC will compile a list of all Class Members who have submitted completed Verification Forms and Releases in accordance with the instructions in the Notice and within the 30-day period in response to either the initial mailing or the Second Mailing. Said list shall constitute the "Final List." Dell-EMC may choose to include on the Final List any Class Member who returned a completed Verification Form and Release after the 30-day period expired, but it is under no obligation to do so.
- 7) Within fifteen (15) days of its receipt of the last completed Verification Form and Release submitted within the thirty (30)-day period in response to the Second Mailing, Dell-EMC shall submit to OFCCP, via overnight mail and/or email, the Final List and copies of all completed Verification Forms and Releases not previously submitted to OFCCP.
- 8) If OFCCP believes any Class Member should be included on the Final List but is not, it shall notify Dell-EMC in writing, via email, and identify such Class Members within fifteen (15) days of its receipt of the Final List. In such written notification, OFCCP shall provide Dell-EMC the reasons why it believes any Class Member should be included on the Final List. The parties will make every effort and negotiate in good faith to resolve any dispute between them about inclusion or exclusion of any Class Member on the Final List. Any Class Members whom the parties agree will be added to the Final List pursuant to this paragraph will be added no later than thirty-five (35) days after OFCCP's receipt of the Final List.
- 9) The individuals on the Final List, including any amendments made to the Final List pursuant to Paragraph 8 above, shall be referred to as Eligible Class Members and shall be entitled to a monetary recovery.
- 10) Class Members who do not respond to the Notice at all shall not be entitled to any relief described herein. Class Members who complete the Verification Form and Release but return them to Dell-EMC after the thirty (30)-day period has expired shall not be entitled to any relief described herein unless Dell-EMC chooses to include their names on the Final List pursuant to Paragraph D. 6 of this Agreement or if the parties agree to include their names on the Final List pursuant to Paragraph D. 8 of this Agreement.

B. SETTLEMENT FUND

- 1) In settlement of all claims for back pay and interest, to the affected class, Dell-EMC agrees to pay to the Eligible Class Members the amount of \$2,925,000.00 in back pay and interest.
- 2) Within thirty (30) days after the Effective Date, Dell-EMC will deposit a total of \$2,925,000.00 in a separate account at a FDIC-insured banking institution. Dell-EMC will

notify OFCCP no later than ten (10) days after this action is complete and will provide appropriate documentation to OFCCP at that time, including the name and address of the FDIC-insured banking institution, the account number for the settlement fund, the date of deposit, the deposit amount, and bank records showing the deposit amount. In addition, upon written request, Dell-EMC will provide OFCCP, within twenty (20) days of receiving such a request, with copies of bank records showing the current balance of the account, list of transactions and the amount of accrued interest on the account.

- 3) Within fifteen (15) days of OFCCP's receipt of the Final List of Eligible Class Members, OFCCP will calculate the total amount owed each Class Member to include back pay, and interest on such back pay, and send such list to Dell-EMC. The amounts owed to each Class Member may differ depending upon their role and work location with Dell-EMC. Included on this list will be each Eligible Class Members proportionate percentage of the Settlement that the Eligible Class Member will receive pursuant to the Agreement ("Proportionate Percentage"). Within fifteen (15) days of receiving the same, Dell-EMC will take the following actions:
 - a. Pay each Eligible Class Member who is employed by Dell-EMC at the time the amounts determined by OFCCP in the manner in which the Eligible Class Member is normally paid his/her regular salary (e.g. direct deposit, check), subject to all lawful deductions as set forth in paragraph 4 below; and
 - b. Mail a check to all other Eligible Class Members in the respective amounts subject to all lawful deductions as set forth in paragraph 4 below.
- 4) Dell-EMC shall make all legal deductions required by law (e.g., federal, state, and/or local taxes and FICA) and shall pay to the Internal Revenue Service the employer's share of Social Security withholding attributable to the funds paid to each Eligible Class Member that is designated as back pay. At such time as Dell-EMC provides its employees with Form W-2s, Dell-EMC shall also mail a Form W-2 to each Eligible Class Member who is not employed by Dell-EMC. For any portion designated as interest, Dell-EMC will not make any deductions and will issue a Form 1099 at the same time it issues the Form W-2.
- 5) Within forty-five (45) days of making the payments as set forth in paragraphs 3 and 4 above, Dell-EMC will provide OFCCP with:
 - a. Payroll stubs or the equivalent verifying that it has paid Eligible Class Members who are employed by Dell-EMC, pursuant to paragraph 3.a above;
 - b. Copies of all cancelled checks from Eligible Class Members who were mailed checks pursuant to paragraph 3.b. above that have been received by Dell-EMC as of such time; and
 - c. All other cancelled checks and all checks returned as undeliverable at the end of each subsequent thirty-day period during which any such cancelled and/or returned checks are received, up to 180 days after the date of mailing checks to Eligible Class Members as set forth in paragraph 3 above.

- 6) OFCCP will have thirty (30) days from receipt of any checks returned as undeliverable to an Eligible Class Member to locate the specific Eligible Class Member and to inform Dell-EMC of a corrected address so that the check may be re-mailed. Dell-EMC will re-mail the check by certified mail within fifteen (15) days of receiving from OFCCP the corrected address.
- 7) Any check sent to an Eligible Class Member which remains uncashed 180 days after either the date on which the check was initially mailed to the Eligible Class Member, or the date on which the check was mailed to the Eligible Class Member for the second time pursuant to the process described above, or which is returned as undeliverable after the process described in paragraph 8 above has been completed, whichever is later, shall be void. Further:
 - a. If there is any amount of money remaining in the Settlement Fund due to any such uncashed or undeliverable checks ("Residual Amount"), the OFCCP and Dell-EMC will cooperate in good faith towards facilitating the distribution of the remaining Settlement Fund and it shall be distributed consistent with the OFCCP's allocation approach set forth in paragraphs B.3.;
 - b. Payment of shares of any Residual Amount shall be made in the manner specified in paragraphs B.3 and B.5.;
 - c. Dell-EMC shall provide written verification of any residual amount that is in the Settlement Fund just prior to making the payments described in this paragraph, in the form of a bank statement or other similar document provided by the financial institution holding the Settlement Fund; and
 - d. If the total amount of uncashed funds would result in a payment of less than \$100 to each Eligible Class Member who cashed the first disbursement check, Dell-EMC will use those uncashed funds to provide training in equal employment opportunity to its personnel in addition to the training it is obligated to provide as described in Part III. 3 and 4.

C. SALARY ADJUSTMENTS²

- 1) Within one hundred eighty (180) days of the Effective Date, Dell-EMC will conduct a compensation analysis for Santa Clara, Durham and Apex facilities. Dell-EMC's analysis will study base pay, total compensation and gender, ethnicity and/or race, and it will utilize, at a minimum, experience and tenure. Dell-EMC will provide the compensation database used in the analysis to OFCCP. Dell-EMC will also provide OFCCP with all pertinent information necessary for OFCCP to conduct a compensation analysis for the Santa Clara, Durham and Apex facilities, including but not limited to payroll data (in excel format), all information relating to salary adjustments that incorporate the gender, ethnicity and/or race of all new individuals hired in the Santa Clara, Durham and Apex facilities. In addition, Dell-EMC will provide OFCCP with enough information for the Agency to replicate the

² Salary adjustments do not apply to the Dell-EMC facility located at 6801 Koll Center Parkway, Pleasanton, CA 91367 because it is now closed.

company's compensation analysis, including, but not limited to, the factors used (such as time in company and performance) and a narrative discussing the results. Dell-EMC will investigate and remedy any statistically significant compensation disparities identified in good faith by Dell-EMC and OFCCP based on gender, ethnicity and/or race that cannot be explained by legitimate factors, through salary adjustments.

- 2) On an annual basis for three years from the execution of this Agreement, i.e. the term of this Agreement, Dell-EMC shall conduct a compensation analysis for Santa Clara, Durham and Apex facilities, as noted in paragraph C.1 of this Section. Dell-EMC's analysis will study base pay and total compensation and gender, ethnicity and/or race, and it will utilize, at a minimum, experience and tenure. Dell-EMC will provide the compensation database used in the analysis to OFCCP. Dell-EMC will also provide OFCCP with all pertinent information necessary for OFCCP to conduct a compensation analysis for the Santa Clara, Durham and Apex facilities, including but not limited to payroll data (in excel format), all information relating to salary adjustments that incorporate the gender, ethnicity and/or race of all new individuals hired in Santa Clara, Durham and Apex facilities. In addition, Dell-EMC will provide OFCCP with enough information for the Agency to replicate the company's compensation analysis, including, but not limited to, the factors used (such as experience and performance) and a narrative discussing the results. Dell-EMC will investigate and remedy any statistically significant compensation disparities identified in good faith by Dell-EMC and/or OFCCP based on gender, ethnicity and/or race that cannot be explained by legitimate factors, through salary adjustments.

3. NON-MONETARY REMEDIES FOR AFFECTED CLASS³

- A. Equal Employment Opportunities. Dell-EMC will ensure that all employees are afforded equal employment opportunities with respect to Dell-EMC's policies and practices that affect compensation. Dell-EMC agrees to continue or to implement the corrective actions detailed below.
- B. Evaluation. For the Santa Clara, Durham and Apex facilities, Dell-EMC will evaluate whether starting salaries, salary increases, promotion decisions, and job assignments have a disproportionately negative effect on the compensation of females and African Americans/Blacks.
- C. Implement Improved Policies. Dell-EMC will review EMC's legacy policies and revise them as necessary, to eliminate all practices that had an adverse effect on the compensation of females and African Americans/Blacks in the Santa Clara, Durham and Apex facilities, based on OFCCP's analysis. Dell-EMC will review EMC's legacy guidelines for determining the starting salaries to be assigned to newly hired employees and, as necessary, revise them. Dell-EMC will also review EMC's legacy procedures and, as necessary revise them to ensure compensation decisions are tracked and evaluated for compliance with all policies and documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60 3.

³ Non-monetary remedies do not apply to the EMC facility located at 6801 Koll Center Parkway, Pleasanton, CA 91367 because it is now closed.

- D. Training. Within one hundred eighty (180) days of the Effective Date, Dell-EMC will train all individuals involved in any way in determining compensation on any new and/or revised policies, procedures, and programs developed under Part III of this Agreement.
- E. Self-monitoring/Auditing. Dell-EMC will monitor base salary for employees in the Santa Clara, Durham and Apex facilities for any indication of statistically significant disparities based on gender, ethnicity and/or race and will investigate and remedy any such inequity that cannot be explained by legitimate factors, through salary adjustments.

Dell-EMC expressly agrees to investigate any complaint or information it receives that may indicate compensation disparities.

Dell-EMC commits to self-monitor its compensation program for employees in the Santa Clara, Durham and Apex facilities on an annual basis.

4. OTHER VIOLATIONS AND REMEDIES

FAILURE TO PERFORM AN IN-DEPTH ANALYSIS OF ITS TOTAL EMPLOYMENT PROCESS

- A. OFCCP asserts that EMC violated 41 C.F.R. § 60-2.17(b) (3) by failing to perform an in-depth analysis of its total employment process to determine whether and where impediments to equal employment opportunity exist. Specifically, OFCCP alleges that EMC failed to identify, through in-depth analysis, whether there were any gender, ethnicity and/or race-based disparities in its compensation systems for the Santa Clara, Durham and Apex facilities.

Dell-EMC denies that it has failed to perform an in-depth analysis of its total employment process or that it failed to identify, through in-depth analysis, whether there were any gender, ethnicity and/or race-based disparities in its compensation systems for positions.

- B. Dell-EMC will perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist, including analyzing all impediments that result in gender, ethnicity and/or race-based disparities in compensation within the Santa Clara, Durham and Apex facilities.

Dell-EMC will incorporate these analyses and determinations into the Identification of Problem Areas section of the now-current Affirmative Action Programs (“AAPs”). Dell-EMC will update these analyses annually and incorporate them into Dell-EMC’s future AAPs.

RECORDKEEPING

- A. OFCCP asserts that EMC failed to establish, maintain, and supply accurate records or other information and failed to submit requested records relevant to the matter under investigation

and pertinent to compliance with the E.O. 11246 and the rules and regulations in violation of 41 C.F.R. 60-1.12, 60-1.20, 60-1.26(a)(1)(viii) & (ix), 60-1.43, and 60-2.1.

OFCCP further asserts that despite repeated efforts for EMC to provide requested information, including but not limited to, employee applicant data, employee compensation data for all employees (current and prior year), and employee personal contact information, EMC denied access to records, stating it would provide records EMC believed were relevant to the compliance review.

- B. Dell-EMC must provide OFCCP with access to its records and provide information responsive to all of OFCCP's outstanding requests for information. In order to verify compliance with the obligations of E.O. 11246 and its implementing regulations, Dell-EMC must agree to provide all relevant data and evidence requested by OFCCP to allow OFCCP to independently verify the accuracy; put in place and document procedures to ensure that all information supplied to OFCCP is complete, accurate, and devoid of amendment or manipulation; and, include with each of its submissions to OFCCP the following certification by a Dell-EMC representative with authority to bind the company: "Dell EMC certifies that the submitted documents are complete and accurate."

PART IV. REPORTS REQUIRED

1. Dell-EMC will submit the documents and reports described below to:

Jane Suhr
Deputy Regional Director
U.S. Department of Labor, OFCCP
90 7th Street, Suite 18-300
San Francisco, CA 94103
415-625-7800
suhr.jane@dol.gov

- A. Within one hundred twenty (120) days of the Effective Date, Dell-EMC will submit a copy of any written revised compensation policies and practices described in Part III of this Agreement.
- B. Within one hundred twenty (120) days of the Effective Date, Dell-EMC will submit copies of all documents showing it has taken the Remedies identified under Part III of this Agreement.
- C. Within one hundred eighty (180) days of the Effective Date, Dell-EMC will submit documentation that all managers, supervisors, and other personnel involved in making compensation decisions for the Santa Clara, Durham and Apex facilities have received training on any revised policies, developed or provided under Part III of this Agreement. The documentation will include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed during the training, and the name and job title of each person who conducted the training.

- D. Dell-EMC will submit all documents and information referenced in Parts III and IV of this Agreement within the prescribed timeframes:
- E. Dell-EMC will submit three progress reports. The first report will be due one hundred eighty (180) days from the Effective Date. Each subsequent report will be due on March 30 of that year, utilizing compensation data current as of January 1 of that year, as described in Part III, 1.C. 2, of this Agreement. Dell-EMC will submit the following in each progress report:
- a. Dell-EMC will provide OFCCP, as described in Part III, 1. of this Agreement:
 - The compensation database and all additional information identified in Part III. 1. C. 2;
 - The analysis, by gender, ethnicity and/or race, of employees' pay in Santa Clara, Durham and Apex facilities identifying any differences in pay, and;
 - If differences that cannot be explained by legitimate factors are identified in good faith by Dell-EMC and OFCCP, documentation of pay adjustments to eliminate the differences.
 - b. Dell-EMC will provide documentation describing all salary adjustments required by Part III, 1. C. of this Agreement. The documentation will include the amount of each adjustment, the date each adjustment will be/was made, and the gender, ethnicity and/or race of each individual receiving an adjustment.
2. Dell-EMC agrees to retain all records relevant to the violations cited in Part III above and the reports submitted or created in compliance with this Agreement. 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. Dell-EMC will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

PART V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Dell-EMC.

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

Michael McLaughlin
Senior Vice President,
Chief Ethics and Compliance Officer
Dell Technologies, Inc.

Date: April 27, 2018

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

Janette Wipper
Regional Director
U.S. Department of Labor
OFCCP, Pacific Region

Date: April 27, 2018

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

Jane Suhr
Deputy Regional Director
U.S. Department of Labor
OFCCP, Pacific Region

Date: April 27, 2018

(b) (7)(C)

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**Durham, North Carolina
African American/Black Employees ID Numbers:**

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**Apex, North Carolina
African American/Black Employees ID Numbers:**

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ATTACHMENT B

NOTICE TO AFFECTED CLASS MEMBERS

Dear [NAME]:

Dell-EMC and the U.S. Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement (the "Agreement") for claims against legacy EMC under Executive Order 11246, during compliance reviews of EMC's [INSERT ONE OF THE FOLLOWING FACILITIES:] facilities located at 2421 Mission College Blvd., Santa Clara, CA 95054 ("Santa Clara facility"); 6801 Koll Center Parkway, Pleasanton, CA 91367 ("Pleasanton facility"); 62 TW Alexander Drive, Durham, NC 27709 ("Durham facility"); and 5800 Technology Drive, Apex, NC 27539 ("Apex facility"). The Agreement will be available at <https://www.dol.gov/ofccp/foia/foialibrary/index.html>.

OFCCP conducted compliance evaluations and performed regression analyses, based on information gathered during the evaluations, which it found showed that legacy EMC paid [INSERT PROTECTED CLASS] employees less than similarly situated employees in certain roles. As a result of these evaluations, OFCCP asserts that EMC failed to comply with the Executive Order 11246, as amended, and its implementing regulations issued pursuant thereto at 41 C.F.R. Chapter 60. Legacy EMC denied that EMC failed to comply with the Executive Order and its implementing regulations, or that it has discriminated in any manner against any of its current and former employees on the basis of race, gender or any other protected classification.

Dell Technologies, Inc. ("Dell") subsequently acquired EMC on or about September 7, 2016, and now operates these facilities as "Dell-EMC." Dell-EMC has cooperated with the OFCCP's investigation of the aforementioned legacy-EMC facilities to resolve these matters. Dell-EMC denies that EMC failed to comply with the Executive Order and its implementing regulations, or that it has discriminated in any manner against any of its current and former employees on the basis of race, gender or any other protected classification. OFCCP and Dell-EMC entered into this Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as one of the individuals who currently works or has previously worked in a covered role in Dell-EMC's Santa Clara facility, Pleasanton facility, Durham facility or Apex facility during the relevant compliance evaluation period. Under this Agreement, you may be eligible to receive a payment of at least [INSERT APPROPRIATE AMOUNT] (less deductions required by law). Under the terms of this Agreement it may take up to six months from the date of this letter before you receive your payment. In order to be eligible for a payment, you must complete, sign, and timely return the enclosed Information Verification Form and Release of Claims Under Executive Order 11246 Form.

This form should be mailed as soon as possible and must be postmarked to the address below no later than thirty (30) days after the date this Notice was postmarked for you to be entitled to participate in this settlement:

[Settlement Administrator]

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification Form and Release.

If you have any questions, you may contact me at ____, or OFCCP or Dell-EMC at the contact below. Your call will be returned as soon as possible.

Jane Suhr
Deputy Regional Director
U.S. Department of Labor, OFCCP
90 7th Street, Suite 18-300
San Francisco, CA 94103
415-625-7800
suhr.jane@dol.gov

Michael S. Burkhardt
Morgan, Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103-2921
215-963-5130
michael.burkhardt@morganlewis.com

If you fail to complete and return the enclosed document(s) to Dell-EMC within thirty (30) days of the date the envelope containing this Notice was postmarked, you will forfeit any rights to participate in this settlement and will not be eligible to receive a payment.

Sincerely,

[Settlement Administrator]

Enclosures: Information Verification Form
Release of Claims Under Executive Order 11246 Form

ATTACHMENT C

INFORMATION VERIFICATION FORM

You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement between Dell-EMC and the U.S. Department of Labor's Office of Federal Contract Compliance Programs. Please write legibly, including your signature.

Printed Name: _____

Address: _____

Telephone Nos.: _____

Home: () _____

Cell: () _____

Work: () _____

For purposes of this settlement, it is necessary to verify your ethnicity and/or race:

White: _____

Black/African American: _____

Hispanic/Latino: _____

Native Hawaiian/Pacific Islander: _____

Asian: _____

American Indian/Alaskan Native: _____

Two or More Races: _____

Other: _____

Gender: Male _____ Female _____

Please notify OFCCP or Dell-EMC at the addresses below if your address or phone number changes within the next twelve months.

Jane Suhr
Deputy Regional Director
U.S. Department of Labor, OFCCP
90 7th Street, Suite 18-300
San Francisco, CA 94103
415-625-7800
suhr.jane@dol.gov

Michael S. Burkhardt
Morgan, Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103-2921
215-963-5130
michael.burkhardt@morganlewis.com

If you fail to complete and return the enclosed documents to the address below within thirty (30) days of the date the envelope containing this Notice was postmarked, you will not be eligible to receive a payment.

I, (print name) _____, certify the above is true and correct.

Signature:

Date:

ATTACHMENT D

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This Release states that in return for Dell-EMC paying you money, you agree that you will not file any lawsuit against Dell-EMC for allegedly violating Executive Order 11246 in its compensation of gender, ethnicity and/or race for females and/or African American/Blacks in the Santa Clara, Pleasanton, Durham and/or Apex facilities. It also says that Dell-EMC denies it violated Executive Order 11246. This Release says you had sufficient time to look at the Release; to talk with others about the Release, including an attorney if you choose; and that no one pressured you into signing the Release. Finally, the Release says that if you do not sign and return the document by a certain date, you will not be eligible to receive any money from the settlement between OFCCP and Dell-EMC.

In consideration of the payment of at least [INSERT APPROPRIATE AMOUNT] (less deductions required by law) by Dell-EMC to me, which I agree is acceptable, I (print name) agree to the following:

I. I understand that the amount of at least \$____, set forth above, is the minimum gross amount of my portion of the monetary settlement between OFCCP and Dell-EMC, and that the actual payment to me will be reduced, in part, to account for legally required payroll deductions such as income tax withholding and Social Security contributions. I understand that this payment, which reflects both back pay and interest, will be reflected on an Internal Revenue Service Form W-2 (for back pay) and a Form 1099 (for interest) at the end of the calendar year in which the payment is made. Monies reported on the Form 1099 will not be reduced for taxes or other payroll deductions and I understand that I may owe income taxes on the amounts reported to me on the Form 1099.

II. In exchange for the monetary amount set forth above, I hereby waive, release and forever discharge Dell-EMC, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, 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 my compensation as an employee in the Santa Clara, Pleasanton, Durham, and/or Apex facilities on the basis of my gender, ethnicity and/or race at any time prior to the date of my signature on this Release.

III. 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 and return this Release and the Information Verification form within thirty (30) days from the date the envelope containing this Release was postmarked, then I will not be eligible for any of the financial relief agreed upon by Dell-EMC and OFCCP.

IN WITNESS WHEREOF, I have signed this document on this the _____ day of _____, 2018.

Signature: