

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
And  
Comcast Corporation

**1. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated Comcast Corporation's (Comcast) establishment located at 1701 John F. Kennedy Boulevard, Philadelphia, Pennsylvania, beginning on September 24, 2018. OFCCP is alleging that Comcast failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order) and its respective implementing regulations at 41 CFR Part 60-1. While Comcast disputes these allegations, in the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Comcast 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.

**II. General Terms and Conditions**

1. In exchange for Comcast's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) based on the violations described in more detail in Part III below. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Comcast 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 Comcast'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. Comcast 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 it requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves Comcast 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. Comcast 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, 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 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 Regional Director (Effective Date).
8. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement will expire sixty (60) days after Comcast submits its final progress report required in Section VII, below, unless OFCCP notifies Comcast in writing before the expiration date that Comcast 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 Comcast has met all of its obligations under the Agreement.
10. If Comcast violates this Agreement:
  - a. The procedures at 41 C.F.R. 60-1.34 will govern:
    - i. OFCCP will send Comcast a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. Comcast 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 Comcast is unable to demonstrate that it has not violated the Agreement, or if OFCCP's 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 Comcast, 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 agreed to in the Agreement.
  - b. Comcast 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 violating this Agreement.
11. This Agreement does not constitute an admission by Comcast of any violation of or noncompliance with EO 11246, Section 503 of the Rehabilitation Act of 1973, as amended ("Section 503"), the Vietnam Era Veterans' Readjustment Assistance Act of

1974 (“VEVRAA”) and their implementing regulations at 41 CFR Chapter 60, or other laws, nor has there been an adjudicated finding that Comcast violated 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. 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, and in the Timeline included as Attachment B, are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

### **III. Discrimination Violation(s)**

1. **VIOLATION:** OFCCP alleges that Comcast is not in compliance with the nondiscrimination requirements of the equal opportunity clause of EO 11246 § 202 and 41 CFR § 60-1.4(a)(1). OFCCP’s preliminary findings revealed statistical significance in the compensation for Black employees in the Engineering function at least as of July 1, 2018, resulting in an average pay disparity of \$4,784.09.
2. **VIOLATION:** OFCCP alleges that Comcast is not in compliance with the nondiscrimination requirements of the equal opportunity clause of EO 11246 § 202 and 41 CFR § 60-1.4(a)(1). OFCCP’s preliminary findings revealed statistical significance in the compensation for Hispanic employees in the Marketing function at least as of July 1, 2018, resulting in an average pay disparity of \$3,763.41.
3. **VIOLATION:** OFCCP alleges that Comcast is not in compliance with the nondiscrimination requirements of the equal opportunity clause of EO 11246 § 202 and 41 CFR § 60-1.4(a)(1). OFCCP’s preliminary findings revealed statistical significance in the compensation for Black employees in the ProgProjMgmt function at least as of July 1, 2018, resulting in an average pay disparity of \$2,337.09.
4. **VIOLATION:** OFCCP alleges that Comcast is not in compliance with the nondiscrimination requirements of the equal opportunity clause of EO 11246 § 202 and 41 CFR § 60-1.4(a)(1). OFCCP’s preliminary findings revealed statistical significance in the compensation for Hispanic employees in the StratPlanDev function at least as of July 1, 2018, resulting in an average pay disparity of \$4,849.95.

## IV. Financial Remedy

### 1. Settlement Fund

- a. **Settlement Fund Account.** Within five (5) days after the Effective Date, Comcast will affirm to OFCCP that it has segregated the amounts listed below in section (b) within its payroll and operating accounts. The settlement fund is a negotiated amount that represents estimated back pay and accrued interest. Comcast's share of taxes on the portion representing back pay (such as federal, state and/or local taxes and Federal Income Contributions Act (FICA)) is not part of the Settlement Fund. Comcast will be responsible for any banking account fees.
- b. **Specific Settlement Fund Amounts.** The total Settlement Fund amount includes \$274,318.47 in back pay, \$20,681.53 interest and \$78,670.80 salary adjustments to resolve specific violations set forth above, as follows<sup>1</sup>:
  - a. **Violation 1:** \$71,983.18 in back pay and \$5,426.99 in interest
  - b. **Violation 2:** \$77,986.11 in back pay and \$5,879.55 in interest
  - c. **Violation 3:** \$54,039.26 in back pay and \$4,074.15 in interest
  - d. **Violation 4:** \$70,309.92 in back pay and \$5,300.84 in interest

### 2. Allocation

- a. **Total Amount to be Allocated.** The back pay and interest amounts of the Settlement Fund will be distributed among the eligible applicants or employees as explained in this Section. Individual shares will include appropriate deductions for each individual's share of payroll deductions required by law on the portion representing back pay only, such as federal (FICA/Federal Unemployment Tax Act (FUTA)), state or local insurance premiums or taxes. Comcast may apply a current employee's withholding preferences to the backpay portion of this settlement.
- b. **Affected Employees Eligible to Receive Payments.** The Settlement Fund will be distributed to all Affected Employees (identified in Attachment A) who timely respond to the Notice Process as explained below, and whose eligibility is verified (hereinafter, Eligible Employees). These individuals will be listed on the Final List of Eligible Employees (Final List). The process of determining the Final List is explained below under Notice Process. OFCCP will determine the final amount for each Eligible Employee based on the formula or other terms provided in this Agreement.
- c. **Individual Payment Amounts.** Comcast will pay each Eligible Employee the distribution amounts identified in Attachment A.

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<sup>1</sup> Subsequent to July 1, 2018, Comcast made pay adjustments to class members in the amount of \$78,670.80.

- d. **Payments to Eligible Employees.** OFCCP will provide Comcast a list of the payment amount for each Eligible Employee on the Final List by the date set forth on the Timeline. Comcast will issue checks or make electronic payments to each Eligible Employee in the stated amount, along with appropriate tax reporting forms (such as W-2 and Internal Revenue Service (IRS) Form 1099) by the date set forth on the Timeline. OFCCP will receive timely documentation of all payments made and any payments returned undelivered or any checks not cashed, as set forth on the Timeline. Any check that remains uncashed 180 days after the initial date the check was mailed to the Eligible Employee will be void.
- e. **Tax Payments, Forms and Reporting.** Comcast will pay Comcast's share of social security withholdings, and any other tax payments required by law from additional funds separate from the Settlement Fund. Comcast shall provide each Eligible Employee an IRS Form W-2 for that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be provided to the Eligible Employees either at the time of payment, electronically or with the settlement checks, or at the end of the year. No Eligible Employee will be required to complete a W-4 or W-9 in order to receive payments under this settlement.

### 3. Notice Process

- a. **OFCCP and Comcast Obligations under the Notice Process.** The Notice Process set forth in this agreement is intended to provide Affected Employees a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, Comcast and OFCCP can decide whether any activity, deadline or document should be modified. OFCCP and Comcast agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
- b. **Notice Documents.** Comcast will distribute a Notice and Release of Claims to each Affected Employee in Attachment A. The Notice Documents will make clear the information about the settlement is being provided by or on behalf of the U.S. Department of Labor. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, the parties will meet and confer on any reasonable modifications of the sample Notice Documents or additions to the materials distributed by Comcast, if proposed by either party.
- c. **Timeline.** Attachment B sets forth the agreed Timeline for Notice and for the parties' other obligations under this Agreement. The parties will meet and confer on any reasonable modifications to the Timeline proposed by either party.
- d. **Search for Affected Former Employees.** OFCCP shall provide Comcast with complete contact information in its possession or its authority to obtain on the Affected Employees by the date set forth in the Timeline.

- e. **Distribution of Mail Notice to Affected Employees.** Comcast will provide initial notice by regular first-class mail to all former employees and by email to all current employees. Comcast will send copies of all of the Notice Documents as defined above, including a postage-paid return envelope, by first class mail to the best available mailing address for each Affected Former Employee, and by email to all current employees, by the date set forth in the Timeline. If envelopes from the initial mail notice are returned with forwarding addresses, Comcast will re-mail the Notice Documents within five (5) days of receipt of the forwarding address.

Based on the response to the initial mail notice, the parties will meet and confer by the date set forth in the Timeline to assess the results of the initial mail notice and to ensure that the second round of mail notice maximizes the potential response rate. A second mail notice will be sent to Affected Former Employees with valid addresses who fail to respond to the first mail notice unless the parties agree otherwise.

- f. **Distribution of Notice by Other Means.** Comcast shall work with the OFCCP to develop a recommended plan for Notice by other means in addition to first class mail, including, as appropriate, use of email and telephone contact. OFCCP will also conduct independent efforts to communicate with Affected Employees about this Agreement through official U.S. Department of Labor channels and in partnership with community-based organizations.
- g. **Notice Deadline.** The final deadline for any Affected Employee to respond to the notice is set forth in the Timeline. The parties will prominently display this deadline on all materials they distribute in paper or online form regarding this Agreement and explain that failure to respond by this deadline will result in a forfeiture of any relief provided by this Agreement.
- h. **Technical Assistance.** The parties will timely respond to any inquiries from Affected Employees using information consistent with this Agreement and the Notice Documents and will document all inquiries and the result. OFCCP will provide contact information for individuals to contact OFCCP regarding this Agreement. The parties will prominently display this contact information on all materials they distribute in paper or online form regarding this Agreement. Comcast will provide OFCCP contact information to any Affected Employee with questions or concerns.
- i. **Exchange of Information Regarding Affected Employees.** Comcast and OFCCP will timely exchange information regarding Affected Employees, including updated contact information and the results of any technical assistance provided.
- j. **Final List of Eligible Employees.** The Final List will include all Affected Employees who timely respond to the Notice by the deadline set forth in the Timeline and whose eligibility is verified by OFCCP. The parties will establish the Final List by the date set forth in the Timeline. The parties will confer on any outstanding issues or questions regarding the Final List. Either party may identify potentially eligible Employees who may have been erroneously excluded from the original or any subsequent list. OFCCP shall make the final determinations of eligibility but will

make every effort to negotiate in good faith to resolve any dispute about the Final List. Comcast will provide to OFCCP any information necessary to determine the Final List.

- k. **Documentation of Payments.** By the deadline set forth in the Timeline, Comcast will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Employees, including the amounts paid, the date payment was sent, the date payment was received or the check cashed, and any uncashed or returned checks.
- l. **Comcast's Expenses.** Comcast will pay all expenses associated with carrying out its duties pursuant to this Section, from funds separate and apart from the amount designated in this Agreement for the Settlement.

## V. Additional Individual Relief

1. **Pay Adjustments.** No later than December 1, 2020, Comcast will conduct a regression analysis of compensation by Job Type using the methodology described in Attachment D for all non-executive employees in the Engineering, Marketing, ProgProjMgmt, and StratPlanDev functions using payroll data that is current as of October 15, 2020. If the above analysis reveals that race had an effect on pay that is statistically significant to a level of -1.96 standard deviations or lower, adverse to any protected group, Comcast will conduct research into the employees in the flagged area on a job code by job code basis. Comcast will report to OFCCP on the results of its regression analyses and its job code by job code investigation and notify OFCCP of either (a) the job-related explanations for any pay differences or (b) the amount and basis for any pay corrections to address pay differences that could not be explained by job-related factors.

## VI. Modifications to Employment Practices and Other Non-Monetary Relief

1. **Company Policy and Procedure**
  - a. Eliminate Discriminatory Compensation Practices. Comcast agrees to immediately eliminate compensation practices that negatively affect the compensation of Black Engineering, Hispanic Marketing, Black ProgProjMgmt, and Hispanic StratPlanDev employees and consider alternative practices.
  - b. Self-monitoring/Auditing. Comcast will identify an individual responsible for monitoring the base salaries of non-executive employees in the Engineering, Marketing, ProgProjMgmt, and StratPlanDev Functions. Comcast will monitor base salary as well as the administration of non-base compensation for any indication of disparities based on race and/or gender and will investigate and remedy any such inequity that may be established.
2. **Training.** Within 90 calendar days of the Effective Date of this Agreement, Comcast will conduct training for all personnel involved in determining the base salaries for Engineering, Marketing, ProgProjMgmt, and StratPlanDev employees on Comcast's

commitment to equal employment opportunity and on the policies and practices related to compensation.

## VII. OFCCP Monitoring Period

1. **Recordkeeping.** Comcast agrees to retain all records relevant to the violations cited in Sections 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. Comcast will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Comcast Reports.**
  - i. **Schedule and Instructions.** Comcast agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:
    - A. **Progress Report 1:** The employee snapshot for the first progress report will be October 15, 2020, and the report will be due December 31, 2020.
    - B. **Progress Report 2:** The employee snapshot for the second progress report will be March 15, 2021, and the report will be due May 31, 2021.
    - C. **Progress Report 3:** The employee snapshot for the third and final report will be March 15, 2022, and the report will be due May 31, 2022.

Comcast will submit reports to U.S. Department of Labor, Office of Federal Contract Compliance Programs, Attention: Edward Rogers, District Director, Robert N.C. Nix Sr. Federal Building, 900 Market Street, Suite 311, Philadelphia, Pennsylvania 19107. Comcast 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 Comcast provides in accordance with this agreement are customarily kept private or closely-held, and Comcast believes should remain confidential under Exemption 4 of FOIA in the event of a FOIA request, Comcast will provide such reports to OFCCP marked as “Confidential”. In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents.

The progress reports must include:

- a. **Notice Process and Back Pay Documentation.** Comcast will submit documentation of the Notice process and the monetary payments to class members, including copies of the Notices sent to class members; copies of the Release of Claims forms returned by class members; and evidence of the back pay amounts paid to them. If the monetary payment is made by check, the documentation must include a copy of the cancelled check and the date the check cleared the bank. If the monetary payment is

made by direct deposit, the documentation must include a copy of the pay stub and the deposit record generated by the bank. In the event of a second distribution, Comcast will provide similar documentation on the second distribution.

- b. Documentation describing all salary adjustments required by Part V of the Agreement. The documentation must include the amount of each adjustment, the date each adjustment will be/was made, and the ethnicity of each individual receiving an adjustment.
  - c. Copies of any new or revised policies, procedures, and/or programs developed and implemented as a result of this Agreement.
  - d. The results of Comcast's monitoring of base salary for all non-executive employees in the Engineering, Marketing, ProgProjMgmt, and StratPlanDev Functions using the methodology set out in Part V above. This will include the analytical results along with the database used in the analysis.
  - e. Comcast will also submit documentation of any corrective action taken.
  - f. **Reports on Modifications to Personnel Practices.** In each Progress Report Comcast will report on all modifications of personnel and compensation practices made to date pursuant to the Agreement and provide documentation of its compliance with the remedy provisions of this Agreement. If any of the relevant documents such as job postings or policies have not been modified since being provided during a prior reporting period, a statement to that effect is sufficient.
  - g. **Training.** Comcast will submit documentation of the training it provides to personnel responsible for determining compensation for non-executive employees in the Engineering, Marketing, ProgProjMgmt, and StratPlanDev Functions.
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 Comcast's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify Comcast in writing within sixty (60) days of the date of the final progress report that Comcast 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 Comcast within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Comcast has met all of its obligations under the Agreement.

**VIII. SIGNATURES**

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Comcast Corporation, 1701 John F. Kennedy Boulevard, Philadelphia, Pennsylvania.

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

William J.T. Strahan  
Executive Vice President, Human Resources  
Comcast Corporation  
Philadelphia, Pennsylvania

DATE: 30 September, 2020

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

\_\_\_\_\_  
Michele Hodge  
Regional Director  
OFCCP, Mid-Atlantic Region

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

**Attachments:**

- A. List of Affected Employees
- B. Timeline
- C. Notice Documents
- D. Methodology

**ATTACHMENT A  
LIST OF AFFECTED EMPLOYEES**

ENGINEERING			
EE ID	Back Pay	Interest	Total
(b) (6), (b) (7)(C)	\$6,285.57	\$473.89	\$6,759.46
	\$2,333.91	\$175.96	\$2,509.87
	\$9,577.25	\$722.05	\$10,299.30
	\$7,047.78	\$531.35	\$7,579.13
	\$4,473.28	\$337.25	\$4,810.53
	\$4,800.29	\$361.91	\$5,162.20
	\$4,208.82	\$317.31	\$4,526.13
	\$8,264.99	\$623.12	\$8,888.11
	\$5,648.16	\$425.83	\$6,073.99
	\$3,254.75	\$245.38	\$3,500.13
	\$8,222.95	\$619.95	\$8,842.90
	\$7,865.43	\$592.99	\$8,458.42

MARKETING			
EE ID	Back Pay	Interest	Total
(b) (6), (b) (7)(C)	\$10,859.91	\$818.76	\$11,678.67
	\$7,917.70	\$596.93	\$8,514.63
	\$9,752.48	\$735.26	\$10,487.74
	\$9,742.15	\$734.48	\$10,476.63
	\$10,237.48	\$771.83	\$11,009.31
	\$11,988.67	\$903.85	\$12,892.52
	\$8,333.47	\$628.28	\$8,961.75
	\$3,013.45	\$227.19	\$3,240.64
	\$6,140.80	\$462.97	\$6,603.77

**ATTACHMENT A  
LIST OF AFFECTED EMPLOYEES**

PROGPROJMGMT			
EE ID	Back Pay	Interest	Total
(b) (6), (b) (7)(C)	\$5,275.36	\$397.72	\$5,673.08
	\$4,334.58	\$326.79	\$4,661.37
	\$6,808.97	\$513.34	\$7,322.31
	\$3,469.14	\$261.55	\$3,730.69
	\$1,026.87	\$77.42	\$1,104.29
	\$5,470.42	\$412.43	\$5,882.85
	\$3,956.43	\$298.29	\$4,254.72
	\$5,394.64	\$406.72	\$5,801.36
	\$2,725.89	\$205.51	\$2,931.40
	\$5,858.80	\$441.71	\$6,300.51
	\$3,224.64	\$243.11	\$3,467.75
	\$3,113.33	\$234.72	\$3,348.05
	\$3,380.19	\$254.84	\$3,635.03

STRATPLANDEV			
EE ID	Back Pay	Interest	Total
(b) (6), (b) (7)(C)	\$10,732.83	\$809.17	\$11,542.00
	\$7,053.00	\$531.74	\$7,584.74
	\$3,347.03	\$252.34	\$3,599.37
	\$8,612.87	\$649.35	\$9,262.22
	\$3,619.40	\$272.88	\$3,892.28
	\$1,066.49	\$80.41	\$1,146.90
	\$7,460.70	\$562.48	\$8,023.18
	\$6,039.64	\$455.34	\$6,494.98
	\$7,428.66	\$560.07	\$7,988.73
	\$6,516.36	\$491.28	\$7,007.64
	\$8,432.94	\$635.78	\$9,068.72

**ATTACHMENT B  
TIMELINE**

<b>ACTIVITY</b>	<b>DATE</b>
Comcast Provides Documentation of Establishment of Settlement Fund	October 5, 2020
Comcast Mails Notice Documents (First Mailing)	October 19, 2020
Deadline for Affected Employees to Reply to Notice	December 7, 2020
Comcast and OFCCP meet to discuss results of initial mail notice	December 14, 2020
OFCCP Provides Updated Contact Information to Comcast	December 28, 2020
Comcast Mails Notice Documents (Second Mailing)	January 4, 2021
Deadline for Affected Employees to Reply to Second Notice	February 16, 2021
Comcast Provides List of its Determination of Eligible Employees	March 2, 2021
OFCCP Reviews and Approves Final List and Distribution Amounts	March 17, 2021
Comcast Mails Back pay Checks	May 3, 2021
Comcast Notifies OFCCP of Any Checks Returned as Undeliverable	May 17, 2021
OFCCP Provides Updated Addresses	June 1, 2021
Comcast Mails Back pay Checks to New Addresses	June 8, 2021

**ATTACHMENT C-1  
NOTICE TO AFFECTED CLASS**

Dear *[name]*:

Comcast Corporation (Comcast) and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (Agreement) to remedy the alleged violations of Executive Order 11246 (E.O. 11246) that OFCCP found during a compliance review of Comcast's 1701 John F. Kennedy Boulevard, Philadelphia, Pennsylvania facility. OFCCP's analysis showed that on July 1, 2018 Comcast paid Black employees in the Engineering and ProgProjMgmt functions and Hispanic employees in the Marketing and StratPlanDev functions significantly less per year than Asian employees with the same job at the same location. Comcast has not admitted to any violation of E.O. 11246 and there has not been any adjudicated finding that Comcast violated any laws. OFCCP and Comcast entered into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as one of the individuals who worked in one of these Functions. Under the Agreement, you may be eligible to receive back pay and interest (less deductions required by law). Under the terms of the 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 return the enclosed Release of Claims Form or use this link to access the secure DocuSign process *[insert link]*. This form should be submitted as soon as possible. **In order for you to be eligible to participate in the settlement, the Release must be received by *[insert date by which class members must respond]*.**

*[Name]*  
*[Position]*  
**Comcast Corporation**  
*[Address]*

[You may use the enclosed postage-paid return envelope to return the completed and signed Release of Claims Form.]

If you have any questions you may call *[name]* at Comcast at *[phone number]*, or OFCCP Compliance Officer (b) (6), (b) (7)(E) at (215) 597-4121. Your call will be returned as soon as possible.

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENT TO COMCAST BY *[insert date by which class members must respond]*, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.**

Sincerely,

*[Name]*

Enclosure

Release of Claims Form

**ATTACHMENT C-2**  
**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 FROM THE SETTLEMENT.*

This Release of Claims (Release) under Executive Order 11246, as amended, is a legal document. The document states that in return for Comcast Corporation (Comcast) paying you money, you agree that you will not file any lawsuit against Comcast for allegedly violating Executive Order 11246, as amended. It also says that Comcast 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.

In consideration of payment by Comcast to me, which I agree is acceptable, I agree to the following:

**I.**

I hereby waive, release and forever discharge Comcast, 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 to my compensation on the basis of my race at any time prior to the date of my signature on this Release. By signing this agreement, I agree that I have been made whole for any claim that could have been brought under Executive Order 11246, as amended, relating to my compensation with Comcast through the Effective Date of this Release.

**II.**

I understand that Comcast denies that it treated me unlawfully or unfairly in any way and that Comcast 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 described above to resolve alleged disparities in compensation and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on September 24, 2018. I further agree that the payment of the aforesaid sum by Comcast to me is not to be construed as an admission of any liability by Comcast.

**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.

**IV.**

I understand that if I do not sign this Release and return it to the contact listed on the enclosed Notice to Affected Class Members, by the deadline listed on the Notice, I will not be entitled to receive any payment (less deductions required by law) from Comcast.

IN WITNESS WHEREOF, I have signed this document on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

\_\_\_\_\_  
Signature

## ATTACHMENT D – METHODOLOGY

For the purpose of salary adjustments, Comcast will conduct a regression analysis of all non-executive employees in the four Functions set forth above. Employees will be grouped by

The dependent variable in this regression analysis will

(b) (7)(E)

If the above analysis reveals that race had an effect on pay that is statistically significant to a level of -1.96 standard deviations or lower, adverse to any protected group, Comcast will conduct research into the employees in the flagged area on a (b) (7)(E) investigation and notify OFCCP of either (a) the job-related explanations for any pay differences or (b) the amount and basis for any pay corrections to address pay differences that could not be explained by job-related factors.