



CONCILIATION AGREEMENT
BETWEEN
THE U.S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
AND
CONDUENT, INC.
100 WOODCREST RD.
CHERRY HILL, NJ 08003

I. Preliminary Statement

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated Conduent, Inc.'s establishment located at 100 Woodcrest Road, Cherry Hill, NJ 08003, ("Conduent – Cherry Hill") beginning on October 21, 2015. OFCCP found that Conduent – Cherry Hill failed to comply with Executive Order 11246, as amended ("EO 11246") and its implementing regulations at Title 41 Code of Federal Regulations ("CFR") Chapter 60.

OFCCP notified Conduent – Cherry Hill of the specific violation(s) in a Predetermination Notice (PDN) issued on August 21, 2018.

Conduent – Cherry Hill denies OFCCP's findings and 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 Conduent – Cherry Hill 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 Conduent – Cherry Hill's fulfillment of all its obligations in this Agreement, OFCCP agrees not to issue a Notice of Violations in the compliance evaluation of the 100 Woodcrest Road, Cherry Hill, NJ location and agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violations alleged in the PDN. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Conduent – Cherry Hill violates any provision of this Agreement, as set forth in Paragraph 11 (a)(i), below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Conduent – Cherry Hill'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 relevant to the conciliation agreement and pertinent to Conduent

Conciliation Agreement
Conduent, Inc. - Cherry Hill, NJ
(R00198299)

- Cherry Hill’s compliance. Conduent – Cherry Hill 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 Conduent – Cherry Hill 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 Section 793 (“Section 503”), the Vietnam Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. Sec. 4212 (“VEVRAA”), their implementing regulations, or other applicable laws requiring non-discrimination or equal employment opportunity through affirmative action.
 4. Conduent – Cherry Hill and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, and/or VEVRAA.
 5. Conduent – Cherry Hill 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.
 6. The parties understand the terms of this Agreement and enter into it voluntarily.
 7. 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 will 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.
 8. This Agreement becomes effective on the day it is signed by the Northeast Regional Director (the “Effective Date”).
 9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
 10. This Agreement will expire sixty (60) days after Conduent – Cherry Hill submits its final progress report required in Part VII, below, unless OFCCP notifies Conduent – Cherry Hill in writing before the expiration date that Conduent – Cherry Hill 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 Conduent – Cherry Hill has met all of its obligations under the Agreement.
 11. If Conduent – Cherry Hill violates this Agreement:
 - a. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - i. OFCCP will send Conduent – Cherry Hill a written notice stating the alleged violation(s) and summarizing any supporting evidence.

- ii. Conduent – Cherry Hill shall have 15 days from receipt of the notice, 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 Conduent – Cherry Hill is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without the issuance of a notice to show cause or proceeding through any other requirement.
 - iv. In the event of a breach of this Agreement by the Conduent – Cherry Hill, 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.
12. This Agreement does not constitute an admission by Conduent – Cherry Hill of any violation of or noncompliance with E.O. 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, nor has there been an adjudication on the merits regarding any violation.
13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
14. 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.
15. Each party shall bear its own fees and expenses with respect to this matter.
16. 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.
17. 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

1. OFCCP found, and Conduent denies, that Conduent – Cherry Hill is not in compliance with the nondiscrimination requirements of the equal opportunity clause of EO 11246 and 41 C.F.R. §

60-1.4(a)(1). OFCCP's analysis of Conduent – Cherry Hill's compensation process revealed that beginning on January 1, 2015, and continuing throughout OFCCP's investigation, Conduent — Cherry Hill discriminated against 34 female Client Service Senior Analysts (CSSA) by paying them less than comparable male employees, in violation of 41 CFR 60-1.4(a)(1) and 41 CFR 60-20.4. OFCCP performed a multiple regression analysis based on information gathered during the compliance review and found statistically significant gender-based pay disparities after controlling for legitimate explanatory factors, including years in current job, other years at company, location, account, department, and two years of review ratings. This analysis resulted in a statistically significant standard deviation of -2.60 against female CSSAs.

IV. Financial Remedy

1. **Settlement Fund.** Conduent agrees to provide \$242,438.96 in back pay and \$32,561.04 interest ("Settlement Fund") to 34 female CSSA employees to remedy statistically significant gender-based pay disparities from the date of the loss and compounded quarterly at the percentage rate established by the Internal Revenue Service for the underpayment of taxes.
2. **Allocation**
 - a. **Total Amount to be allocated.** The back pay and interest amounts 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.
 - 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 in Section VI, and whose eligibility is verified (hereinafter "Eligible Employee(s)"). 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. All Eligible Employees are entitled to a pro rata share of the monetary settlement regardless of their current employment status with Conduent – Cherry Hill.
 - c. **Individual Payment Amounts.** Each female class member will receive an equal share of the Settlement Fund, in the amount reflected in Attachment A.
 - d. **Payments to Eligible Employees.** OFCCP will provide Conduent – Cherry Hill a list of the payment amounts for each Eligible Employee on the Final List by the date set forth on the Timeline. Conduent – Cherry Hill 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 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 120 days after the initial date the check was mailed to the Eligible Employee will be void. With respect to any uncashed checks, Conduent – Cherry Hill will deposit the monies in the name of any Eligible Employee who did not cash her check with the Office of the State Treasurer, State of New Jersey Unclaimed Property Administration division, in accordance with any and all state and local applicable laws and regulations. No portion of these funds shall revert back, directly or indirectly, to Conduent – Cherry Hill or any affiliate.

- e. **Tax Payments, Forms and Reporting.** Conduent – Cherry Hill will pay Conduent – Cherry Hill's share of social security withholdings, and any other tax payments required by law from additional funds separate from the Settlement Fund. Conduent – Cherry Hill shall mail to 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 Conduent – Cherry Hill 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. This includes providing notice in multiple relevant languages to the affected workers and through multiple channels if appropriate and providing technical assistance to Affected Employees seeking information about their rights and obligations under this Agreement.
- b. **Notice Documents.** Conduent – Cherry Hill will distribute Notice Documents to Affected Employees identified in Attachment A consistent with the sample Notice Documents contained in Attachment C. The Notice Documents include a Notice, Release of Claims, and an Information Verification Form. 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.
- 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 Employees.** OFCCP shall provide Conduent – Cherry Hill with complete contact information in its possession or its authority to obtain the Affected Employees' contact information by the date set forth in the Timeline.
- e. **Distribution of Mail Notice to Affected Employees.** Conduent – Cherry Hill will provide initial notice by regular first-class mail or personal delivery. Conduent – Cherry

Hill will provide copies of all of the Notice Documents as defined above, including a postage-paid return envelope, by first class mail or via personal delivery to each Affected Employee by the date set forth in the Timeline. If delivery of the Notice Documents is made by mail and envelopes from the initial mail notice are returned with forwarding addresses, Conduent – Cherry Hill will re-mail the Notice Documents within fourteen (14) 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 notices maximizes the potential response rate. A second mail notice will be sent to Affected 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.** If necessary, Conduent – Cherry Hill shall work with 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, distribution of information on websites, paid newspaper, web, radio or other advertisement, social media, or in-person community meetings. These other means will be designed to maximize the ability of Affected Employees to understand their rights and obligations under this Agreement and act upon them. If necessary, 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 Notice and Timeline Documents, but shall be no less than 30 days from the date of mailing of the Notice and Timeline Documents. The parties will prominently display this deadline on all materials they distribute in paper or on an 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 the 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. Conduent – Cherry Hill will provide OFCCP's contact information to any Affected Employee with questions or concerns.
- i. Exchange of Information Regarding Affected Employees.** Conduent – Cherry Hill 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 Notice and Timeline Documents 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 meet and 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. Conduent – Cherry Hill will provide to OFCCP any information necessary to determine the Final List.

- k. **Documentation of Payments.** By the deadline set forth in the Timeline, Conduent – Cherry Hill 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. **Conduent – Cherry Hill's Expenses.** Conduent – Cherry Hill will pay all expenses associated with carrying out its duties pursuant to this Section, Section V and Section VI, from funds separate and apart from the amount designated in this Agreement for the Settlement.

Pay Adjustments

Conduent – Cherry Hill has informed OFCCP that the title of CSSA no longer exists at Cherry Hill. Consequently, within 120 days of the effective date of this Agreement, Conduent – Cherry Hill will conduct a compensation analysis for Conduent – Cherry Hill female employees whose new title is mapped to a former CSSA title at Conduent – Cherry Hill. Conduent – Cherry Hill will make salary adjustments to remedy, through salary adjustments, any statistically-significant pay disparities identified by Conduent – Cherry Hill based on gender that cannot be explained by legitimate factors.

Twelve months after the initial compensation analysis required above, Conduent – Cherry Hill will conduct an additional compensation analysis for Cherry Hill female employees whose new title is mapped to a former CSSA title at the Cherry Hill facility. Conduent – Cherry Hill will investigate and remedy, through salary adjustments, any statistically-significant pay disparities identified by Conduent – Cherry Hill based on gender that cannot be explained by legitimate factors.

V. Modifications to Employment Practices and Other Nonmonetary Relief

Conduent — Cherry Hill will:

1. Eliminate Discriminatory Compensation Practices: Conduent – Cherry Hill has ceased using compensation systems that negatively affected the yearly compensation of females in the CSSA job. The CSSA job no longer exists at Conduent – Cherry Hill
2. Evaluation: Conduent – Cherry Hill will conduct a study for all job titles mapped to a former CSSA job title to evaluate whether promotion decisions, performance evaluation ratings, procedures for assigning work, the availability of training opportunities, bonus

determinations, starting salaries, leave policies, steering applicants into low paying jobs, and/or limiting the opportunity to transfer to better jobs have a disproportionately negative effect on the compensation of females.

3. Implement Improved Policies. Within 90 days of the Effective Date of this Agreement, Conduent – Cherry Hill will develop and write new policies to eliminate all practices that had an adverse effect on the compensation of females in job titles mapped to the former CSSA position.
4. Training: Within 120 days of the Effective Date of this Agreement, Conduent – Cherry Hill will train all individuals involved in any way in determining compensation for females in job titles mapped to the former CSSA position on all new and revised policies, procedures, and programs developed under this Agreement.
5. Self-monitoring/Auditing: Conduent – Cherry Hill will monitor base salary as well as the administration of non-base compensation for any indication of statistically-significant disparities based on gender and will investigate and remedy any such inequity that may be found.

VII. OFCCP Monitoring Period

1. **Recordkeeping.** Conduent – Cherry Hill agrees to retain all records relevant to the violation cited in Part 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, personnel records, and any other records or data used to generate the required reports. Conduent – Cherry Hill will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Conduent – Cherry Hill Reports.**
 - a. **Schedule and Instructions.** Conduent – Cherry Hill agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:
 - i. **Progress Report 1:** The first report shall be due November 30, 2021 and will cover the period beginning September 1, 2020 through October 31, 2021.
 - ii. **Progress Report 2:** The second report shall be due November 30, 2022 and will cover the period beginning September 1, 2021 through October 31, 2022.

Conduent – Cherry Hill will submit the reports to Compliance Officer (b) (6), (b) (7)(E) via e-mail at (b) (6), (b) (7)(E). Conduent – Cherry Hill 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 Conduent – Cherry Hill provides in accordance with this Agreement are customarily kept private or closely-held, and the Conduent – Cherry Hill

believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Conduent – Cherry Hill 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 to the maximum extent by law.

- b. **Report on Compensation Adjustments.** In each Progress Report, Conduent – Cherry Hill will report on adjustments made to its compensation policies or practices.
- i. Within 90 calendar days of the Effective Date of this Agreement, Conduent – Cherry Hill will submit a copy of the written Revised Compensation Policy described in Part VI.
 - ii. Within 90 calendar days of the Effective Date of this Agreement, Conduent – Cherry Hill will submit a certification that it has re-evaluated its compensation system and policies for job titles mapped to the former CSSA position. The certification will confirm there are no impediments to females’ starting salaries, salary increases, promotion decisions, bonus determinations, performance evaluation ratings, procedures for assigning work, the availability of training opportunities, and leave policies, and that no policies or practices steer applicants into low paying jobs, and/or limit the opportunity to transfer to better jobs, in a way that has a disproportionately negative effect on the compensation of females.
 - iii. Within 120 days of the Effective Date of this Agreement, Conduent – Cherry Hill will submit documentation that all managers, supervisors, and other personnel involved in making compensation decisions job titles mapped to the former CSSA position have received training on all new and revised policies, procedures, and programs developed under Part VI 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.
 - iv. Within 120 days of the Effective Date of this Agreement, Conduent – Cherry Hill will provide documentation describing all salary adjustments required by Section Part V of the Agreement. The documentation will include the amount of each adjustment, the date each adjustment will be/was made, and the gender, race and ethnicity of each individual receiving an adjustment.
 - v. For each report, Conduent – Cherry Hill will monitor base salary as well as the administration of non-base compensation for any indication of statistically-significant disparities based on gender and will investigate and remedy any such inequity that may be established. The report will include documentation, as applicable, naming employees in job titles mapped to the former CSSA position who received a salary adjustment and the amount of each adjustment.
 - vi. For each report, Conduent – Cherry Hill will conduct a study to evaluate whether promotion decisions, bonus determinations, starting salaries, performance evaluation

ratings, procedures for assigning work, the availability of training opportunities, leave policies, steering applicants into low paying jobs, and/or limiting the opportunity to transfer to better jobs have a disproportionately negative effect on the compensation of females in job titles mapped to the former CSSA position.

- c. **Affirmative Action Programs.** Conduent will submit to OFCCP the narrative of its current year Affirmative Action Program for E.O. 11246 with the first and second Progress Reports.
- d. **Reports on Pay Adjustments.** In each Progress Report, Conduent – Cherry Hill will report on all pay adjustments made to date pursuant to the Agreement as well as the date of the adjustment. Documentation will also include the names of individuals offered higher paying work, the start date for the higher paid position and the rate of pay.
- e. **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 when OFCCP accepts Conduent – Cherry Hill's final progress report as set forth in Part II, Paragraph I, above. If OFCCP fails to notify Conduent – Cherry Hill in writing within sixty (60) days of the date of the final progress report that Conduent – Cherry Hill 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 Conduent – Cherry Hill within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Conduent – Cherry Hill has met all of its obligations under the Agreement.

VIII. Signatures

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Conduent, Inc., Cherry Hill, NJ 08003.

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

Chris Kujawa
Global Head of Human Resources
Conduent, Inc.
Cherry Hill, NJ 08003

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

(b) (6), (b) (7)(E)

Compliance Officer
New Jersey District Office
OFCCP - Northeast Region

DATE: 8/27/2020

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

Kevin Kollgaard
Assistant District Director
New Jersey District Office
OFCCP - Northeast Region

DATE: 08/27/2020

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

Joanne Karayannidis
District Director
New Jersey District Office
OFCCP - Northeast Region

DATE: 08/27/2020

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

Diana Sen
Regional Director
OFCCP - Northeast Region

DATE: 08/27/2020

DATE: 8/27/20

Conciliation Agreement
Conduent, Inc. - Cherry Hill, NJ
(R00198299)
Attachments:

- A. List of Affected Employees
- B. Timeline
- C. Notice Documents
- D. Information Verification
- E. Release of Claims under Executive Order 11246

Attachment A

List of Affected Employees

#	Settlement.	Interest Amount	Total Individual Settlement Amount
1	\$7,130.56	\$957.68	\$8,088.24
2	\$7,130.56	\$957.68	\$8,088.24
3	\$7,130.56	\$957.68	\$8,088.24
4	\$7,130.56	\$957.68	\$8,088.24
5	\$7,130.56	\$957.68	\$8,088.24
6	\$7,130.56	\$957.68	\$8,088.24
7	\$7,130.56	\$957.68	\$8,088.24
8	\$7,130.56	\$957.68	\$8,088.24
9	\$7,130.56	\$957.68	\$8,088.24
10	\$7,130.56	\$957.68	\$8,088.24
11	\$7,130.56	\$957.68	\$8,088.24
12	\$7,130.56	\$957.68	\$8,088.24
13	\$7,130.56	\$957.68	\$8,088.24
14	\$7,130.56	\$957.68	\$8,088.24
15	\$7,130.56	\$957.68	\$8,088.24
16	\$7,130.56	\$957.68	\$8,088.24
17	\$7,130.56	\$957.68	\$8,088.24
18	\$7,130.56	\$957.68	\$8,088.24
19	\$7,130.56	\$957.68	\$8,088.24
20	\$7,130.56	\$957.68	\$8,088.24
21	\$7,130.56	\$957.68	\$8,088.24
22	\$7,130.56	\$957.68	\$8,088.24
23	\$7,130.56	\$957.68	\$8,088.24
24	\$7,130.56	\$957.68	\$8,088.24
25	\$7,130.56	\$957.68	\$8,088.24
26	\$7,130.56	\$957.68	\$8,088.24
27	\$7,130.56	\$957.68	\$8,088.24
28	\$7,130.56	\$957.68	\$8,088.24
29	\$7,130.56	\$957.68	\$8,088.24
30	\$7,130.56	\$957.68	\$8,088.24
31	\$7,130.56	\$957.68	\$8,088.24
32	\$7,130.56	\$957.68	\$8,088.24
33	\$7,130.56	\$957.68	\$8,088.24
34	\$7,130.56	\$957.68	\$8,088.24

Attachment B

Timeline – Based on Effective Date of August 28, 2020

Activity	Date
Conduent – Cherry Hill Mails Notice Documents	September 28, 2020 (30 days from the Effective Date)
Postmark Deadline for Affected Employees to Reply to Notice	October 28, 2020 (60 days from the Effective Date)
Conduent – Cherry Hill Notifies OFCCP of Undeliverable Mailings	November 27, 2020 (90 days from the Effective Date)
OFCCP Provides Updated Contact Information to Conduent – Cherry Hill	December 16, 2020 (110 days from the Effective Date)
Conduent - Cherry Hill Mails Notices to Affected Employees For Whom OFCCP has Provided Updated Contact Information	January 5, 2021 (130 days from the Effective Date)
Postmark Deadline for Affected Employees to Reply to Second Notice Mailing	February 4, 2021 (160 days from the Effective Date)
Conduent – Cherry Hill Provides OFCCP List of its Determination of Eligible Employees	February 15, 2021 (170 days from the Effective Date)
OFCCP Reviews and Approves Final List and Distribution Amounts	February 24, 2021 (180 days from the Effective Date)
Conduent – Cherry Hill Mails Checks to Affected Class Members	March 26, 2021 (210 days from the Effective Date)
Conduent – Cherry Hill Notifies OFCCP of Any Checks Returned as Undeliverable	TBD (Within 15 days of receipt of undeliverable notice)
Outstanding Checks are Void	July 27, 2021 (120 days after checks are mailed)
Distribution of Remaining Funds to State of New Jersey Unclaimed Property Administration division	As soon as practicable, no later than 60 days after void date

Conciliation Agreement
Conduent, Inc. - Cherry Hill, NJ
(R00198299)

ATTACHMENT C

NOTICE TO AFFECTED CLASS MEMBERS

We are writing to provide information about a legal settlement between the U.S. Department of Labor and Conduent, Inc. that may benefit you. This settlement involves allegations of pay discrimination, and our records show that you may be one of the employees or former employees 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 interest.

Conduent, Inc. and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to remedy the violations of Executive Order 11246 ("E.O. 11246") that OFCCP found during a compliance review of Conduent Inc.'s Cherry Hill facility ("Conduent - Cherry Hill"). OFCCP's analysis found that, in 2015, Conduent - Cherry Hill discriminated against females employed in the Client Senior Service Analyst job title by paying them less than comparable male employees. Conduent - Cherry Hill has not admitted to any violation of E.O. 11246, and there has not been any adjudicated finding that Conduent - Cherry Hill violated any laws. OFCCP and Conduent - Cherry Hill entered into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as an individual who worked as a Client Senior Service Analyst in 2015. Under the Agreement, you may be eligible to receive a payment of at least \$8,088.24 (less deductions required by law). In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification Form and Release of Claims. This form should be mailed as soon as possible to the address below. **In order to be eligible to participate in the settlement, both of these documents must be received by [insert date by which class members will respond].**

(NAME)
Settlement Administrator
(ADDRESS)

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification Form and Release of Claims under Executive Order 11246.

You will receive a monetary payment only if the information on the Claim Form confirms that you are one of the individuals covered by the settlement. After you complete and return the Claim Form and Release, a decision will be made about your eligibility. Under the terms of the Agreement, it may take up to seven months from the date of this Notice before you receive a monetary payment.

If you fail to return both the Claim Form and Release by the deadline, or if your completed Claim Form does not verify your eligibility, you will not receive any money from the settlement.

If you have any questions you may call [NAME] at [PHONE NUMBER], or OFCCP Compliance Officer (b) (6), (b) (7)(E) at (b) (6), (b) (7)(E). Your call will be returned as soon as possible.

Enclosures
Information Verification
Release of Claims Form

ATTACHMENT D

INFORMATION VERIFICATION FORM

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

**INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR
MONEY (BACK WAGES) FROM THE SETTLEMENT BETWEEN OFCCP AND CONDUENT
– CHERRY HILL**

DEADLINE TO RESPOND IS _____

If you complete this Claim Form, you may be eligible for a money payment from the settlement between OFCCP and Conduent – Cherry Hill. To receive any monetary payment under the terms of this settlement, you must complete and return this Claim Form and the enclosed Release Form postmarked on or before _____ to:

[Settlement Administrator Name and Address]

If you do not submit a properly completed Claim Form and Release Form postmarked on or before _____, then your claim will not be timely and **you will not receive any money from this settlement.**

Enclosed is a stamped, pre-addressed envelope you can use to return the Claim Form and Release.

This Claim Form will only be used to confirm important information we need in order to make sure you are eligible to receive money under this settlement and process your payment.

NOTE: This Claim Form 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.

Conciliation Agreement
Conduent, Inc. - Cherry Hill, NJ
(R00198299)

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 envelope is correct.

☐ The address on the envelope is not correct. My correct address is:

Address: _____

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.

[Settlement Administrator Name and Address]

Step 2: Sign and return along with the Release Form

I certify the above as true and correct.

Signature

Date

Printed Name

ATTACHMENT E

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

PLEASE CAREFULLY READ THE ENCLOSED NOTICE TO ELIGIBLE EMPLOYEES BEFORE COMPLETING THIS RELEASE. YOU WILL 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. This document states that in return for Conduent, Inc. (Conduent – Cherry Hill) paying you money, you agree that you will not file any lawsuit against Conduent – Cherry Hill for allegedly violating Executive Order 11246, as amended, in connection with its compensation of female Client Senior Service Analysts working at Conduent – Cherry Hill as of January 1, 2015. It also says that Conduent – Cherry Hill 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 Release, including an attorney if you choose; and that no one pressured you into signing the Release. Finally, it says that if you do not sign and return the Release by a certain date, you will not receive any money.

In consideration of the payment of at least \$8,088.24 (less deductions required by law) by Conduent – Cherry Hill to me, which I agree is acceptable, I

_____ agree to the following:

(print name)

I.

I hereby waive, release and forever discharge Conduent – Cherry Hill 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 a Client Senior Service Analyst on the basis of my gender at any time prior to the date of my signature on this Release.

II.

I understand that Conduent – Cherry Hill denies that it treated me unlawfully or unfairly in any way and that Conduent – Cherry Hill 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 October 21, 2015. I further agree that the payment of the aforesaid sum by Conduent – Cherry Hill to me is not to be construed as an admission of any liability by Conduent – Cherry Hill.

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 [settlement administrator] within ninety (90) days from the date the envelope containing the Release was postmarked, I will not be entitled to receive any payment (less deductions required by law).

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

Signature: _____ Date: _____

Printed Name: _____